

**AGENDA  
REGULAR SESSION  
HIGHLAND CITY COUNCIL  
CITY HALL, 1115 BROADWAY  
MONDAY, NOVEMBER 1, 2021  
7:00 PM**

**NOTE: This is an in person meeting. However, due to COVID 19, anyone wishing to monitor the meeting via phone may do so by following the instructions on page 3 of this agenda.**

**CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE:**

**MINUTES:**

- A. **MOTION** – Approve Minutes of October 5, 2021 Special Session (attached)
- B. **MOTION** – Approve Minutes of October 6, 2021 Special Session (attached)
- C. **MOTION** – Approve Minutes of October 13, 2021 Special Session (attached)
- D. **MOTION** – Approve Minutes of October 18, 2021 Regular Session (attached)

**PRESENTATION:**

President John Meadows of the Highland Jaycees Organization will present a \$1,500 check to the City of Highland for the Recreational Area in Plaza Park.

**PUBLIC FORUM:**

- A. Citizens' Requests and Comments:
  - 1. Annual Lighted Christmas Parade – Special Event Application - Chamber of Commerce – Hillarie Holzinger, Chamber Executive Director (attached)
  - 2. St. Paul School Winter Concert – Special Event Application – Andrea Henze, Representative (attached)

**Anyone wishing to address the Council on any subject may do so at this time.  
Please come forward to the microphone.**

- B. Requests of Council:
- C. Staff Reports:

**NEW BUSINESS:**

- A. **MOTION** – Bill #21-169/RESOLUTION Authorizing Employment Agreement Between City and Carole A. Presson, Police Chief (attached)

**SWEARING IN:**

- Carole A. Presson will be sworn in as Chief of Police
- B. **MOTION** – Approve Notice of Municipal Letting, Bid #PW-19-19 for the Sanitary Sewer Trunk Main Rehabilitation (attached)
- C. **MOTION** – Bill #21-170/RESOLUTION Approving and Authorizing the Execution of a Silver Lake Boat Lease with Terry and Pamela Schrumf (attached)

**Continued**

- D. **MOTION** – Bill #21-171/RESOLUTION Rejecting all Bids for Notice of Municipal Letting #E-08-21, for the Purchase of a Capacitor Bank for the Power Plant (attached)
- E. **MOTION** – Bill #21-172/ORDINANCE Declaring Personal Property of the City, Surplus and Authorizing its Sale and/or Disposal, Including Highland EMS Equipment, and other Personal Property (attached)
- F. **MOTION** – Bill #21-173/RESOLUTION Waiving Competitive Bidding Requirement and Authorizing Purchase of Two Lucas Automatic Compression Systems from Stryker Medical for the EMS Department (attached)
- G. **MOTION** – Bill #21-174/ORDINANCE Declaring Personal Property of the City, Surplus and Authorizing its Sale and/or Disposal, Including Highland Communication Services Equipment, and other Personal Property (attached)

**REPORTS:**

- A. **MOTION** – Accepting Expenditures Report #1206 for October 9, 2021 through October 29,2021 (attached)

**EXECUTIVE SESSION:**

The City Council will conduct an Executive Session pursuant to the Illinois Open Meetings Act, citing the following exemptions, allowing the meeting: **5 ILCS 120/2(c)(21) to discuss the approval of executive session minutes**

**ADJOURNMENT:**

**Continued**

BE ADVISED this is a public meeting conducted in accordance with Illinois state law and may be recorded for audio and video content. City reserves the right to broadcast or re-broadcast the content of this meeting at City's sole discretion. City is not responsible for the content, video quality, or audio quality of any City meeting broadcast or re-broadcast.

**Directions for Public Monitoring of Highland City Council Meetings:**

In an effort to protect as many individuals as possible, including the leaders of our communities statewide, Governor J.B. Pritzker has issued a number of directives, one of which was to suspend the provisions of the Illinois Open Meetings Act (5 ILCS 120), requiring or relating to in-person attendance by members of a public body. Specifically, (1) the requirement in 5 ILCS 120/2.01 that "members of a public body must be physically present;" and (2) the conditions in 5 ILCS 120/7 limiting when remote participation is permitted, are suspended. Public bodies are encouraged to postpone consideration of public business where possible. When a meeting is necessary, public bodies are encouraged to provide video, audio, and/or telephonic access to their meetings to ensure members of the public may monitor the meeting, and to update their websites and social media feeds to keep the public fully apprised of any modifications to their meeting schedules or the format of their meetings due to COVID-19, as well as their activities relating to COVID-19.

In following this directive, the City of Highland is providing the following phone number for use by citizens to call in just before the start of this meeting:

**618-882-5625**

Once connected, you will be prompted to enter a conference ID number.

**Conference ID #: 867900**

This will allow a member of the public to hear the city council meeting.

**Note:** This is for audio monitoring of the meeting, only. Participants will not be able make comments.

Anyone wishing to address the city council on any subject during the Public Forum portion of the meeting may submit their questions/comments in advance via email to [lhediger@highlandil.gov](mailto:lhediger@highlandil.gov) or, by using the citizens' portal on the city's website found here: [https://www.highlandil.gov/citizen\\_request\\_center\\_app/index.php](https://www.highlandil.gov/citizen_request_center_app/index.php).

Any comments received prior to 3:00 PM on the day of the meeting, will be read into the record.



# Highland

## Chamber of Commerce

October 8, 2021  
Highland City Council  
P.O. Box 218  
1115 Broadway  
Highland, IL 62249

Dear Council Members:

The Highland Chamber of Commerce is seeking your permission to stage our annual Christmas Parade on Friday November 26, 2021.

The parade entries will line up beginning at 6:00pm at the Highland Community School District Primary/Elementary parking lot on the Lindenthal campus (facilities use request filed with the school). Parade step off will be at 6:30 pm. The parade route will follow Lindenthal going west, then north on Washington and cross Broadway, ending at the Downtown Square. We hope that Mayor Hemann and members of the City Council will be able to join us and participate in the parade for this much anticipated kick-off to the holiday season.

#### Requests

- Streets along the parade route and around the square be closed from 5:00 pm to 10:30 pm
- Additional police personnel on hand for crowd control and to help direct traffic
- Exclusive sales rights, and control of vendors, along parade route and within a 2-block radius of parade route and square from 5:00 – 10:30pm relating to Christmas and/or parade.

The Chamber will provide hold harmless certificates of liability insurance for both the City and the Illinois Department of Transportation.

We will be happy to answer any questions you might have in regard to this event. You may reach the Chamber at 654-3721 or email Hillarie Holzinger [hillarie@highlandillinois.com](mailto:hillarie@highlandillinois.com). Thanks in advance for your consideration.

Warm Regards,

Hillarie Holzinger  
Executive Director  
Highland Chamber of Commerce

1216 Main Street  
Highland, Illinois 62249  
Phone: 618-654-3721  
[www.highlandillinois.com](http://www.highlandillinois.com)



# CITY OF HIGHLAND

## SPECIAL EVENT APPLICATION

Authorized under City Ordinance Sec. 64-3-1

**PURPOSE:** The City of Highland supports various community activities and festivals throughout the year. Establishing public safety and coordinating needs between the events and the city are the overall goals of this process. It is the responsibility of the specific event Sponsors to obtain, complete, and follow through the application process for city approval.

**SPECIAL EVENT:** A "Special Event" is defined as: (1) any event, race, gathering, demonstration, or service; (2) that occurs partially or completely within the jurisdiction of the City of Highland; (3) is expected to draw crowds in excess of one hundred fifty (150) attendees; and (4) is expected to or could disrupt normal daily functions within the City of Highland including but not limited to traffic congestion and excess noise; or could create a public health/safety concern without proper precautions or prior planning. Specific examples would include (but are not limited to): The Kirchenfest, Schweizerfest, 5K runs, parades, Art in the Park, Fourth of July Festivities, Madison County Fair, etc. The City Manager will make the final determination as to whether an event qualifies. This will be based upon the totality of the circumstances presented.

### PROCEDURE:

1. All Requests will be directed to Highland City Hall, to the attention of the Deputy City Clerk.
2. Applications will be available at Highland City Hall, Monday-Friday, 8:00 am to 5:00 pm or online through the City's web site.
3. Applications will be completed by the Event Sponsor and submitted at least 60 days prior to the event. The application must be signed by the Event Sponsor Responsible Party. Incomplete applications will not be accepted. If an application is accepted and later determined to be incomplete, the applicant will be notified by the Deputy Clerk. Failure to provide information will result in denial of application.
4. The Deputy City Clerk will forward the application to all city departments that have responsibilities relating to the event. If necessary, a committee meeting involving the event Sponsor and city stakeholders may take place to clarify questions, determine specific needs, and address concerns.
5. The event Sponsor is required to obtain final approval for the special event from the City Manager. The City Council may announce the special event to the public at a scheduled Council meeting.

# CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

Name of Event: Annual Lighted Christmas Parade

Type/Purpose of Event:  Festival  Race  Other Fundraiser  Service  Parade  
 Demonstration  Other (please specify): \_\_\_\_\_

Location of Event: corner of Lindenthal Avenue and Poplar Street, traveling west on Lindenthal to Washington Street where it will turn North and finish at the downtown square (end location is now Laurel & Broadway)

Sponsoring Organization/Individual: Highland Chamber of Commerce

Event Responsible Party: Highland Chamber of Commerce (Hillary Holzinger, Exec. Dir.)

Address: 1216 Main Street, Highland, IL 62249

Phone(s): 618-654-3721/ (c) 618-578-1667

Email: Hillarie@HighlandIllinois.com

Secondary Contact: Maura Donnelly

Address: 1216 Main Street, Highland, IL 62249

Phone(s): 618-654-3721/ (c) 618-977-9135

Email: donnellym@terra-properties.com

Date(s) of Set-up: Friday November 26, 2021 (rain out date Sat., November 27)

Event Date(s) / Times: Friday, November 26 5:00pm – 10:30pm  
Rain out, Saturday, November 27 5:00 – 10:30pm

Date(s) of Tear-down: Friday, November 26 (rain out date Sat., Nov. 27)

Expected Attendance: 6,000+

Alcohol License Required: **No**

If yes, application received:  Yes  No

Sound Amplification System utilized: **NO**

If yes, hours of operation: \_\_\_\_\_

Funding request of the Council: **No**

Amount requested and purpose: \_\_\_\_\_

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

**City Services Requested – Please attach additional documents (maps, detailed information), where needed. Write “Not applicable” if no services requested.**

(Directors must initial behind requests)

**Street Dept:** Signage, Barricades, Street Closures (Specify): **Public Works Director:** \_\_\_\_\_  
Streets along the parade route and around the square will need to be cleared and closed from 5:00pm – 10:30pm. The parade route starts at the Highland Primary campus on Lindenthal heading west to Washington, then north on Washington crossing Broadway to Main, west on Main to Laurel, and then south on Laurel to END at Broadway. Parade route map is attached. Need (5) lighted A-frame signs to block roads on South side of Maple/Paris (2), Oak/Paris(1), Park/Spruce(1), and Parkhill Rd. at South end of Sharpshooters parking lot(1). (3) additional A-frame signs to block Lindenthal at Poplar St. on the East side.

**Electric Dept:** Electrical Service, Lighting (Specify): **Electric Dept. Director:** \_\_\_\_\_

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**Public Safety:** Security, First Aid, Traffic Control (Specify): **Public Safety Director:** \_\_\_\_\_  
We will need Traffic control during the parade. Please see attached map. The parade will start at 6:30pm and should be completed by 8:00pm.

**HCS Services:** Wi-Fi or other technological needs (Specify): **HCS Director:** \_\_\_\_\_

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**Other City Services:** Restrooms, City Officials, Refuse Dumpsters (Specify): **Department:** \_\_\_\_\_

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**Special Request:** \_\_\_\_\_

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# Application Checklist (Attachments):

Deputy Clerk Initial  
Upon receipt or waiver:

- Certificate of Insurance: (attached) \_\_\_\_\_
  - Must be General liability
  - \$1 Million per occurrence/\$2 million aggregate
  - City named as "additional insured" If Event is on city property.
  
- Site Plan Rendering \_\_\_\_\_
  
- Evacuation Plan \_\_\_\_\_
  
- Fire Plan \_\_\_\_\_
  
- Parking Plan \_\_\_\_\_
  
- Schedule City Council Meeting for announcement \_\_\_\_\_
  - Date: \_\_\_\_\_ (completed and approved)
  
- Application Submittal (60+ days) \_\_\_\_\_

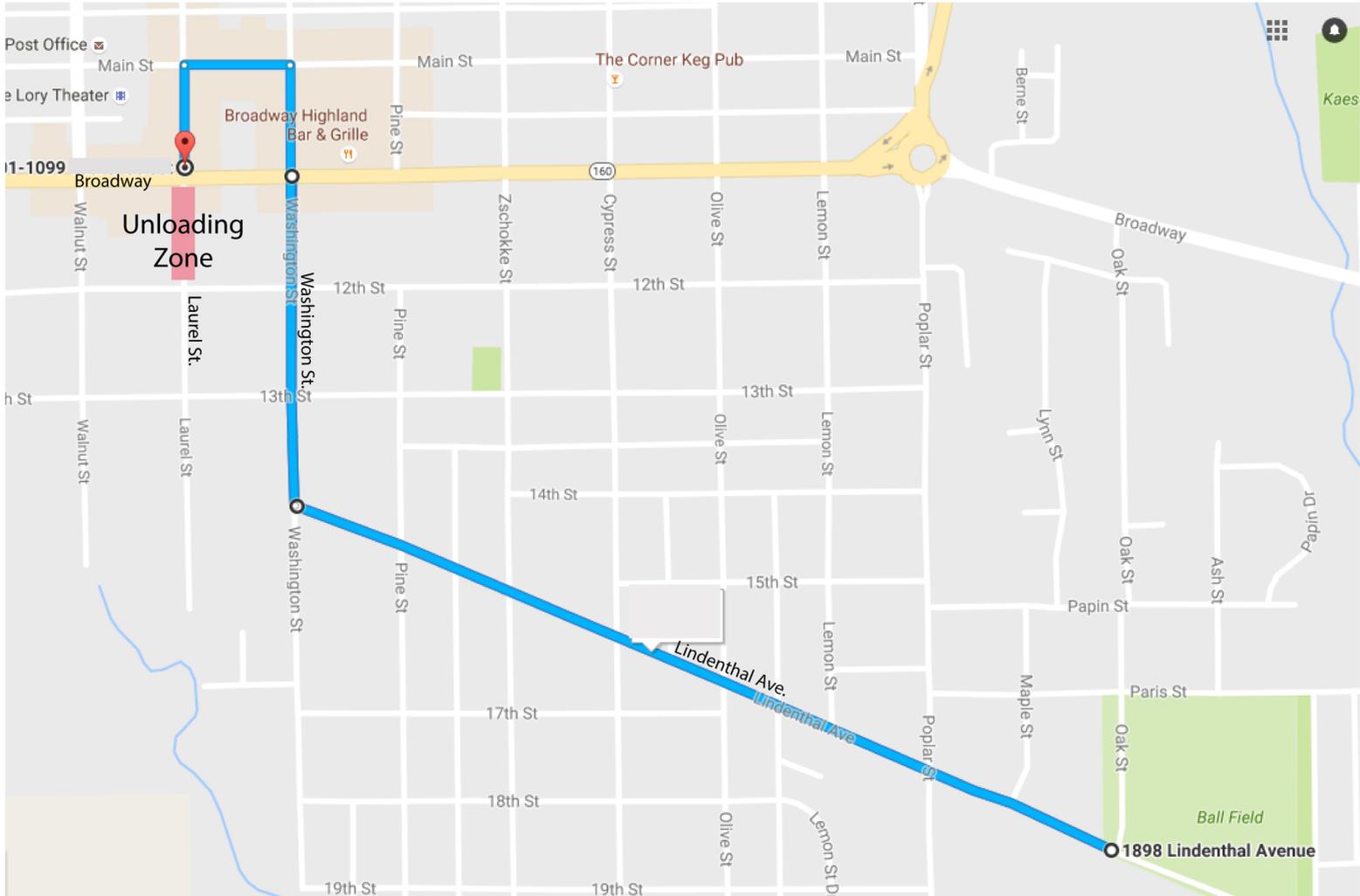
*Nicari Stegano*  
Event Sponsor Responsible Party

*10/8/21*  
Date

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

# Annual Christmas Parade Route





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/08/2021

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

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

<b>PRODUCER</b> SIUA Inc/Rogier Insurance 1016 Laurel St PO Box 98 Highland, IL 62249-0098 Rogier Insurance Agency, Inc.		<b>CONTACT NAME:</b> Rogier Insurance Agency, Inc. <b>PHONE (A/C, No, Ext):</b> 618-654-2151 <b>FAX (A/C, No):</b> 618-654-3826 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Highland Chamber of Commerce 1216 Main Street Highland, IL 62249		<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A : <b>Nationwide Insurance</b> <b>42579</b> INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

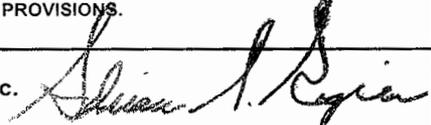
**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ACPGLP07195646816	07/06/2021	07/06/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Illinois Department of Transportation is an Additional Insured under the General Liability coverage per Form CG2012 for the Christmas Parade to be held on Friday, November 26, 2021.

<b>CERTIFICATE HOLDER</b>  ILLIN08  Illinois Department of Transportation 2300 S Dirksen Parkway Springfield, IL 62764	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Rogier Insurance Agency, Inc. 
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# CITY OF HIGHLAND

## SPECIAL EVENT APPLICATION

Authorized under City Ordinance Sec. 64-3-1

**PURPOSE:** The City of Highland supports various community activities and festivals throughout the year. Establishing public safety and coordinating needs between the events and the city are the overall goals of this process. It is the responsibility of the specific event Sponsors to obtain, complete, and follow through the application process for city approval.

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### **PROCEDURE:**

1. All Requests will be directed to Highland City Hall, to the attention of the Deputy City Clerk.
2. Applications will be available at Highland City Hall, Monday-Friday, 8:00 am to 5:00 pm or online through the City's web site.
3. Applications will be completed by the Event Sponsor and submitted at least 60 days prior to the event. The application must be signed by the Event Sponsor Responsible Party. Incomplete applications will not be accepted. If an application is accepted and later determined to be incomplete, the applicant will be notified by the Deputy Clerk. Failure to provide information will result in denial of application.
4. The Deputy City Clerk will forward the application to all city departments that have responsibilities relating to the event. If necessary, a committee meeting involving the event Sponsor and city stakeholders may take place to clarify questions, determine specific needs, and address concerns.
5. The event Sponsor is required to obtain final approval for the special event from the City Manager. The City Council may announce the special event to the public at a scheduled Council meeting.

# CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

Name of Event: St. Paul School Winter Concert

Type/Purpose of Event:  Festival  Race  Other Fundraiser  Service  Parade  
 Demonstration  Other (please specify): Concert

Location of Event: The Square - Bandstand/Stage

Sponsoring Organization/Individual: Andrea Henze - St. Paul School

Event Responsible Party: Andrea Henze

Address: 1500 Maple St., Highland, IL

Phone(s): 618-973-8574 / 654-7525 (School)

Email: ahenze@stpaulhighland.org

Secondary Contact: Haidee Todora, principal

Address: 1416 Main St., Highland, IL

Phone(s): (618) 654-7525

Email: htodora@stpaulhighland.org

Date(s) of Set-up: Sunday, Dec. 5, 2021

Event Date(s) / Times: Sunday, Dec. 5, 2021 / 1:00 pm - 5:00 pm

Date(s) of Tear-down: Sunday, Dec. 5, 2021

Expected Attendance: 650 (150 participants)

Alcohol License Required:  Yes  No  
If yes, application received:  Yes  No

Sound Amplification System utilized:  Yes  No  
If yes, hours of operation: 2:00 - 4:00 pm

Funding request of the Council:  Yes  No  
Amount requested and purpose: \_\_\_\_\_

**City Services Requested – Please attach additional documents (maps, detailed information), where needed. Write “Not applicable” if no services requested.**

(Directors must initial behind requests)

**Street Dept:** Signage, Barricades, Street Closures (Specify): **Public Works Director:** \_\_\_\_\_

Street Closure needed ~~to~~ for block on North side of Square from 1pm - 5pm for set-up/tear down + to ensure ample seating, + for safety concern with children.  
- Main St. between Laurel + Washington, Not including intersections.  
- Barricades needed

**Electric Dept:** Electrical Service, Lighting (Specify): **Electric Dept. Director:** \_\_\_\_\_

n/a

**Public Safety:** Security, First Aid, Traffic Control (Specify): **Public Safety Director:** \_\_\_\_\_

n/a

**HCS Services:** Wi-Fi or other technological needs (Specify): **HCS Director:** \_\_\_\_\_

n/a

**Other City Services:** Restrooms, City Officials (Sign approval), Refuse Dumpsters (Specify):

**Department:** \_\_\_\_\_

Restrooms on Square needed.  
would like Christmas lights that can be turned on, on, if possible.

## Application Checklist (Attachments):

Deputy Clerk Initial  
Upon receipt or waiver:

Certificate of Insurance: (attached) \_\_\_\_\_

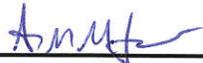
- Must be General liability
- \$1 Million per occurrence/\$2 million aggregate
- City named as “additional insured” If Event is on city property.

has been requested and is on the way.

Site Plan Rendering \_\_\_\_\_

students will perform on stage.  
Audience will be seated facing stage, bring own seating.

- Evacuation Plan** \_\_\_\_\_  
In an emergency / weather event, crowd will be directed to their vehicles.
- Fire Plan** \_\_\_\_\_  
call 9-1-1, direct crowd to vehicles.
- Parking Plan** \_\_\_\_\_  
street parking, city lots nearby.
- Schedule City Council Meeting for announcement** \_\_\_\_\_
- Date:** Oct. 4, 2021  
This the next Council meeting I can attend to request event.
- Application Submittal (60+ days)** \_\_\_\_\_


9/15/2021  
 \_\_\_\_\_  
 Event Sponsor Responsible Party Date  
 Andrea M. Henze

\_\_\_\_\_  
 City Manager Date

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING EMPLOYMENT AGREEMENT BETWEEN CITY OF HIGHLAND, ILLINOIS, AND CAROLE PRESSON, CHIEF OF POLICE**

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare and economic welfare to enter an Employment Agreement with Carole Presson to be hired as City Chief of Police; and

WHEREAS, City has determined Carole Presson will be employed as City Chief of Police pursuant to the Employment Agreement attached hereto as **Exhibit A**; and

WHEREAS, City finds the terms of the proposed Employment Agreement, attached hereto as **Exhibit A**, to be acceptable; and

WHEREAS, City further finds the terms of the proposed Employment Agreement, attached hereto as **Exhibit A**, should be approved; and

WHEREAS, City finds the City Manager and/or Mayor, on behalf of City, should be authorized and directed to execute the proposed Employment Agreement, attached hereto as **Exhibit A**.

**NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Highland, Illinois, as follows:**

*Section 1.* The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

*Section 2* The proposed Employment Agreement, attached hereto as **Exhibit A**, is approved.

*Section 3.* The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute the Employment Agreement, attached hereto as **Exhibit A**.

*Section 4.* This Resolution shall be known as Resolution No. \_\_\_\_\_ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland, Illinois, approved by the Mayor, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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Kevin B. Hemann  
Mayor  
City of Highland  
Madison County, Illinois

ATTEST:

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Barbara Bellm  
City Clerk  
City of Highland  
Madison County, Illinois

# **EMPLOYMENT AGREEMENT**

## **INTRODUCTION**

This Employment Agreement (“Agreement”) made and entered into this 1st day of November, 2021, by and between the City of Highland, Illinois (“City”), a municipal corporation, and Carole A. Presson, (“Employee”) collectively referred to herein as “Parties” agree as follows:

A. The City agrees to employ and Employee desires to accept employment as Chief of Police of the City of Highland effective the 1st day of November, 2021; and

B. The City agrees to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

C. The City agrees to:

(1) Secure and retain the services of Employee and to provide inducement for him to remain in such employment;

(2) Make possible full work productivity by assuring Employee’s morale and peace of mind with respect to future security; and

(3) secure itself against possible employee malfeasance;

and

D. This Agreement supersedes and replaces any and all prior Employment Agreement(s) between the Parties, both written and oral.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

## **SECTION 1 – DUTIES**

The City hereby agrees to employ Employee to perform the functions and duties of Chief of Police as specified in the City Ordinances and by State statutes and to perform such other legally permissible and proper duties and functions as the Mayor, City Council, or City Manager shall from time to time request.

## **SECTION 2 – TERMS**

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of City to terminate the services of Employee at any time subject only to the provisions set forth in SECTION 15 of this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from her position with City, subject only to the provisions set forth in SECTION 15 of this Agreement.

C. Employee agrees to remain in the exclusive employ of the City from the date hereof until employment is terminated.

D. Employee shall be permitted to retain position with the ILETSB Juvenile Certification Training to include Police Academy lecture administered through Southwestern Illinois College and maintain her company Law Enforcement Testing and Assessment.

E. While employed as Chief of Police, Employee agrees to limit the scope of her duties for ILETSB and her secondary employment with Law Enforcement Testing and Assessment to ensure it does not interfere in any way with the duties and obligations to City of Highland as Chief of Police or create a conflict of interest for Employee or the City. Should Employee's duties and obligations to City, as Chief of Police be impacted

by Employee's secondary employment, Employee agrees to wind down her secondary employment activities or resign from this position as Chief of Police for City.

F. This Agreement shall remain in full force and effect from the First (1st) day of November, 2021, until the First (1st) day of November, 2025, unless otherwise terminated by the City or Employee as provided in SECTION 15 of this Agreement.

### **SECTION 3 – SALARY**

A. The City agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$120,000.00 for the duties of Chief of Police and Public Safety Director, effective the First (1st) day of November, 2021, payable in installments at the same time as other employees of the City are paid.

B. In addition, City agrees to consider increasing said base salary and/or other benefits of Employee in such amounts and to such an extent as the City may determine desirable to do so each year on the basis of an annual salary review of said Employee, which salary review shall depend upon the Employee's performance and upon the City's completing and obtaining the results of its Market Analysis/Wage Classification study and report. The salary review shall be made at the same time as similar consideration is given other employees generally.

### **SECTION 4 – HOURS OF WORK**

Employee shall devote her full time and attention to employment referred to herein and shall have no other employment unless specifically agreed to by the Mayor and City Council.

As stated in SECTION 2, Employee shall be permitted to continue her practice as an instructor for ILETSB, Southwestern Illinois College, and her secondary employment

with Law Enforcement Testing and Assessment. Employee agrees her activities shall not detract in any way from the duties and obligations to City as Chief of Police. Should Employee's duties and obligations to City, as Chief of Police, be impacted by Employee's secondary employment activities, Employee agrees to wind down her secondary employment activities or resign from this position as Chief of Police for City.

## **SECTION 5 – VEHICLE AND CELL PHONE**

A. The City, in addition to paying the Employee the salary specified above, shall provide and maintain a vehicle for Employee to be utilized for: (a) City business, (b) limited personal use, and (c) traveling to and from a home within the City and work.

B. The City, in addition to the salary and vehicle provided for above, will provide to and maintain a cell phone for Employee for his use on City business and limited personal use.

## **SECTION 6 – DUES AND SUBSCRIPTIONS**

The City agrees to budget and to pay the professional dues and subscriptions of Employee necessary for her continuation and full participation in social and professional organizations deemed to be in the best interest of the City and the continued professional development of Employee. City agrees to budget and pay for Employee's membership in the Illinois Association of Chief's of Police, International Association of Chief's of Police, and all other professional organizations that may benefit the City and Chief of Police in serving the community. Employee shall be allowed time off, not treated as vacation or personal or to be credited for compensatory time sufficient to participate in said organizations.

## **SECTION 7 – EXPENSE REIMBURSEMENT**

The City hereby agrees to budget and pay any actually incurred travel and subsistence expenses of Employee while on official travel and official business for the City; for participation in other national, regional, state or local government and/or police groups and committees thereof, of which Employee is a member, as are approved by the City Manager.

## **SECTION 8 – GENERAL EXPENSES**

A. City recognizes that certain expenses of a non-personal nature, that are job related, are incurred by Employee. The City shall either pay in first instance following written request and approval by the City Manager or reimburse the Employee for such general expenses as are hereafter approved by the City Manager in writing.

B. City also recognizes the desirability of representation in and before local civic and other organizations, and Employee is authorized to become a member of such civic clubs or organizations, for which City shall pay membership dues and other expenses not to exceed \$1,000.00 per year. Employee shall report to City each membership expense that he has incurred at City's cost.

## **SECTION 9 – PENSION, HEALTH AND LIFE INSURANCE**

The City agrees to pay the employer portions of payments required to be made to the IMRF-SLEP Pension Fund on Employee's behalf.

The City shall apply for and to make required 100% premium payments for Employee for group insurance coverage for accident, sickness, major medical and hospitalization expenses covering Employee and his dependents as the same is available under the City's group policy on all employees. City shall reimburse Employee in the same manner as other Employees under the City's Health Savings Account policy.

In addition, City shall purchase and pay the required premiums for group life insurance in the amount of \$50,000. Employee shall have the right to name the beneficiary thereof.

## **SECTION 10 – VACATION, SICK LEAVE AND PERSONAL LEAVE**

Employee shall be entitled to four (4) weeks' vacation each year and may, upon written approval by the City Manager, carry over into the next year such vacation time as may be agreed upon between the City Manager and Employee. Sick Leave and Personal Leave shall be governed by reference to the City of Highland Personnel Manual.

## **SECTION 11 – MOVING AND RELOCATION EXPENSES**

Employee agrees to continue residence within the boundaries of the current City of Highland Personnel Policy Manual during the term of this Agreement.

## **SECTION 12 – OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

The City may fix such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with this Agreement or in conflict with Ordinances of the City of Highland, the laws of the state of Illinois, or the laws of the United States of America. The Employee shall be subject to, and governed by, the general policy of the City regarding vacation, sick, and other leaves or benefits, except as expressly addressed in this Agreement.

## **SECTION 13 – GENERAL PROVISIONS**

A. The text herein shall constitute the entire agreement between the parties, and shall be interpreted and controlled by Illinois law. Any prior discussion or representations by or between the parties are merged into and rendered null and void by this Agreement.

B. This Agreement shall be binding upon and inure to the benefit of the heirs and personal representatives of Employee and the City.

C. This Agreement shall become effective upon execution by both parties, approval by the City Council of the City, and the employment contemplated hereby shall commence effective the First (1st) day of November, 2021.

D. The parties, by mutual written agreement, may amend any provision of this Agreement during the life of this Agreement.

#### **SECTION 14 – ANNUAL PERFORMANCE EVALUATION**

The City Manager shall annually review the performance of the Employee between January 1 and April 30. The review process, at a minimum, shall include the opportunity for both parties to: (1) prepare a written evaluation regarding the Employee's performance; (2) meet and discuss the written evaluation(s); and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting. Employee shall sign, date and return the final written evaluation to the City. Written evaluations shall be maintained in the Employee's personnel file.

#### **SECTION 15 – TERMINATION AND SEVERANCE PAY**

For the purpose of this Agreement, termination shall occur when any of the following occur:

1. The City Manager and/or City Manager's designee terminates the Employee.
2. The majority of the City Council votes to terminate the Employee at a duly authorized public meeting.
3. The City reduces the base salary, compensation, or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads. Such action shall constitute a breach of this Agreement and will be regarded as a termination.
4. The Employee resigns following the City's offer to accept resignation, whether formal or informal. The Employee may declare a termination as of the date of the suggestion.
5. Breach of contract is declared by either party with a 30 day cure period for either Employee or City. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 17.

A. In the event that Employee is terminated by City during such time that Employee is willing and able to perform his duties under this Agreement, then, in that event, City agrees to pay employee a lump sum cash payment or payment schedule as Employee sees fit equal to three (3) months then current aggregate salary commencing on the date of termination, continue health and life insurance and pension benefits for three (3) months from the date of termination and payment for all accumulated benefits earned. Provided that in the event the Employee is terminated because of his own criminal misconduct, whether in his official or unofficial capacity, the City shall have no obligation to pay the aggregate severance sum designated in this section. Criminal misconduct shall include any felony conviction and those misdemeanor convictions of crimes indicative of corruption, theft, indecency, immorality, or of crimes of unethical conduct that is inconsistent with agreed business or professional standards of moral conduct ("Criminal Misconduct"). In the event the City shall terminate Employee for any

reason, other than Employee's own misconduct as described above, the City shall give Employee fourteen (14) days' notice of such termination. In the event that Employee is terminated because of his own Criminal Misconduct, City shall have no obligation provide notice of such termination.

B. In the event City, at any time during the term of the Agreement, reduces the salary or financial benefits of Employee in a greater percentage than the average reduction of all department heads, or in the event City refuses, following written notice, to comply with any other provision benefiting Employee herein, or that employee resigns following a suggestion, whether formal or informal, by City that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at date of such reduction or such refusal to comply with the meaning and context of the herein severance pay provision and shall trigger the obligation to pay severance as outlined in Paragraph .

C. In the event the Employee voluntarily resigns his position with City at any time during the term of this Agreement, then Employee shall give City thirty (30) days written notice in advance, unless the Parties otherwise agree in writing. Failure of Employee to give the required thirty (30) day notice of resignation will result in a pro-rata reduction in benefits payable pursuant to the terms of this Agreement. Voluntary resignation by Employee will result in a loss of all severance pay to him by City.

## **SECTION 16 – INDEMNIFICATION**

To the extent permitted by the laws of the State of Illinois and by the City's policy of general liability insurance (errors and omissions policy or other applicable policy of liability insurance), City shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether

groundless or otherwise, arising out of an alleged act or omission (whether or not a claim or cause of action has been filed) occurring in the performance of Employee's duties as Chief of Police, unless the act or omission involved willful or wanton conduct beyond or in violation of Employee's official duties. The City may compromise, settle, and/or defend such claim(s) or suit(s) and pay the amount of any settlement or judgment rendered thereon. Settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this Section, to be available.

## **SECTION 17 – NOTICE**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. CITY:

City Manager

Attn: Chris Conrad

1115 Broadway, P.O. Box 218

Highland, IL 62249

B. EMPLOYEE:

Chief of Police

Attn: Carole Presson

Highland, IL 62249

Alternatively, notice required pursuant to this Agreement may be personally served by personal delivery by either party to the other. Notice shall be deemed given as

of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

**SECTION 18 – SEVERABILITY**

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the City of Highland has caused this Agreement to be signed and executed on its behalf by its City Manager, and duly attested by its City Clerk, pursuant to authority of the City Council, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above-written.

CITY OF HIGHLAND

\_\_\_\_\_  
Chris Conrad, City Manager

ATTEST:

\_\_\_\_\_  
Barbara Bellm, City Clerk

EMPLOYEE

  
\_\_\_\_\_  
Carole Presson

Subscribed and sworn to before me, a Notary Public in and for the County of Madison and State of Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Notary Public

# **CITY OF HIGHLAND, ILLINOIS**

**BIDDING DOCUMENTS, CONTRACT DOCUMENTS,  
AND TECHNICAL SPECIFICATIONS**

FOR THE

**TRUNK SEWER REHABILITATION PROJECT**

OCTOBER 2021

Prepared by:

**CRAWFORD, MURPHY & TILLY, INC.**  
One South Memorial Drive, Suite 500  
St. Louis, Missouri 63102

**CITY OF HIGHLAND, ILLINOIS**  
**TRUNK SEWER REHABILITATION PROJECT**

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**CITY OF HIGHLAND, ILLINOIS**  
**TRUNK SEWER REHABILITATION PROJECT**

BIDDING REQUIREMENTS

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BIDDING REQUIREMENTS

Document 00111 – Advertisement for Bids

**City of Highland  
Highland, Illinois**

**Trunk Sewer Rehabilitation Project**

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the Trunk Sewer Rehabilitation Project will be received, by the City of Highland at City Hall located at 1115 Broadway, Highland, Illinois 62249, until 2:00 P.M. local time on December 3, 2021, at which time the Bids received will be publicly opened and read. Any Bid received after the time and date specified shall not be considered.

The project consists of improvements to the existing Trunk Sewers, including: (1) the installation of cured-in-place pipe (CIPP) lining of selected segments of the three existing trunk sewers; (2) rehabilitation of selected manholes; and (3) the installation of SCADA monitoring equipment in key manholes. Project location is Madison County. All work shall comply with Occupational Safety and Health Administration (OSHA) and the Contract Documents.

ANY CONTRACT OR CONTRACTS AWARDED UNDER THIS INVITATION FOR BIDS ARE EXPECTED TO BE FUNDED IN PART BY A LOAN FROM THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (ILLINOIS EPA). NEITHER THE STATE OF ILLINOIS NOR ANY OF ITS DEPARTMENTS, AGENCIES, OR EMPLOYEES IS OR WILL BE A PARTY TO THIS INVITATION FOR BIDS OR ANY RESULTING CONTRACT. THE PROCUREMENT WILL BE SUBJECT TO REGULATIONS CONTAINED IN THE PROCEDURES FOR ISSUING LOANS FROM THE *WATER POLLUTION CONTROL LOAN PROGRAM* (35IAC Part 365), THE DAVIS-BACON ACT (40USC275a THROUGH 276a-5), THE EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570), AND THE "USE OF AMERICAN IRON AND STEEL" REQUIREMENTS AS CONTAINED IN SECTION 436 OF H.R. 3547, THE CONSOLIDATED APPROPRIATIONS ACT, 2014. THIS PROCUREMENT IS ALSO SUBJECT TO LOAN RECIPIENT'S POLICY REGARDING THE INCREASED USE OF DISADVANTAGED BUSINESS ENTREPRISES. THE LOAN RECIPIENT'S POLICY REQUIRES ALL BIDDERS TO UNDERTAKE SPECIFIED AFFIRMATIVE EFFORTS AT LEAST SIXTEEN (16) DAYS PRIOR TO THE DAY OF THE BID OPENING. THE POLICY IS CONTAINED IN THE SPECIFICATIONS. BIDDERS WILL BE REQUIRED TO COMPLY WITH THE PRESIDENT'S EXECUTIVE ORDER NO. 11246, AS AMENDED. THE REQUIREMENTS FOR BIDDERS AND CONTRACTORS UNDER THIS ORDER ARE EXPLAINED IN 41 CFR 60-4.

The successful bidder will be required to agree to not less than the prevailing rate of wages will be paid to all workmen, laborers, and mechanics performing their work under their contract.

Bids will be received for a single prime Contract. Bids shall be on a "lump sum basis".

The Issuing Office for the Bidding Documents is: the office of Crawford, Murphy & Tilly, Inc. located at 1 South Memorial Drive, Suite 500, St. Louis, MO 63102. Prospective bidders may contact the consulting engineer's office by dialing 314.436.5500.

Electronic copies, as portable document format (PDF) files of the Bidding Documents may be obtained from the Issuing Office at no cost. Printed copies of the Bidding Documents may be available upon request, from the Issuing Office, during the hours indicated above, upon payment of \$250.00 for each set, which shall be non-refundable. Checks for Bidding Documents shall be payable to Crawford, Murphy & Tilly, Inc. Partial sets of Bidding Documents will not be

available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

Bidding Documents also may be examined at the office of the Engineer, Crawford, Murphy & Tilly, Inc, 1 South Memorial Drive, Suite 500, St. Louis, Missouri 63102 on Mondays through Fridays between the hours of 8:30 AM and 4:30 PM.

A pre-bid conference will be held at 10 a.m. local time on November 19, 2021, at City Hall, 1115 Broadway, Highland, IL 62249-0218. Attendance at the pre-bid conference is highly encouraged but is not mandatory.

Bid security shall be furnished in accordance with the Instructions to Bidders.

**Owner:**           **City of Highland**  
**By:**                Mayor and City Council  
**Date:**             October 21, 2021

END OF ADVERTISEMENT FOR BIDS

BIDDING REQUIREMENTS  
Document 00200 – Instructions to Bidders

**ARTICLE 1 – DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS DEFINED TERMS**

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Bidder – One who submits a Bid directly to OWNER as distinct from a sub-bidder, who submits a Bid to a Bidder.
  - B. Bidding Documents – The Bidding Requirements and the proposed Contract Documents as listed in the Table of Contents of the Project Manual (including all Addenda issued prior to the opening of Bids).
  - C. Bidding Requirements – The Advertisement to Bid, Instructions to Bidders, Bid security form (if any), the Bid Form with any Bid Form Supplements, and all other documents listed under Bidding Requirements in the Table of Contents of the Project Manual.
  - D. Successful Bidder – The low, responsive, responsible Bidder.
  - E. The terms Bid or Proposal as used herein are interchangeable.
  - F. The terms Work and Project as used herein are interchangeable.
  - G. Responsible Bid – A Bid that demonstrates the apparent ability of the Bidder to successfully meet all the requirements specified in the Bidding Documents.
  - H. Responsible Bidder – A Bidder submitting a Responsible Bid.
  - I. Responsive Bid – A Bid that complies with all meaningful or material aspects of the Bidding Documents. The Bid must constitute a definite and unqualified offer to meet the material requirements of the Bidding Documents including any terms that affect price, quality, quantity or time of delivery, or are clearly identified in the Bidding Documents to be complied with at the risk of Bid rejection for non-responsiveness.
  - J. Responsive Bidder – A Bidder submitting a Responsive Bid.
  - K. Issuing Office – The office from which the Bidding Documents are to be issued. For this project the Issuing Office is **Crawford, Murphy & Tilly, Inc., 1 South Memorial Drive, Suite 500, St. Louis, MO 63102. Telephone (314)436-5500.**

**ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

### **ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- A. Evidence of Bidder's authority to do business in the state where the Project is located.
  - B. Bidder's state or other contractor license number, if applicable.
  - C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."
  - D. Equal Opportunity Requirements and Disadvantaged Business Enterprise (DBE) requirements as described in documents 00842 and 00846 and are a part of these Contract Documents.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

### **ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

#### **4.01 *Site and Other Areas***

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

#### **4.02 *Existing Site Conditions***

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
  - 1. The Supplementary Conditions identify:
    - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
    - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
    - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
    - d. Technical Data contained in such reports and drawings.
  - 2. Owner will make copies of reports and drawings referenced above available to any Bidder. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy

Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. **Underground Facilities:** Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
  - C. **Adequacy of Data:** Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

#### 4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

#### 4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

#### 4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions, if necessary, for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

### **ARTICLE 5 – BIDDER'S REPRESENTATIONS**

#### 5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 6 – PRE-BID CONFERENCE**

- 6.01 A pre-bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Attendance at the pre-bid conference is highly encouraged, but not mandatory. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

#### **ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than **seven (7)** days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

#### **ARTICLE 8 – BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **five percent** of Bidder's Total Lump Sum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

#### **ARTICLE 9 – CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

#### **ARTICLE 10 – LIQUIDATED DAMAGES**

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement and Supplementary Conditions.

#### **ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 11.02 A Bidder shall submit with their Bid, document 00434 – Proposed Equipment List that identifies some of the equipment proposed for the Contract.
- 11.03 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at the Bidder’s sole risk.

#### **ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 A Bidder shall submit with their Bid, document 00436 – Proposed Subcontractors that lists Subcontractors and/or Suppliers proposed for the Work.

If requested by Owner, the apparent Successful Bidder, and any other Bidder so requested, shall submit an experience statement with pertinent information regarding similar projects and other evidence of qualification for each Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

### **ARTICLE 13 – PREPARATION OF BID**

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, bid item, alternate, adjustment unit price item, and unit price item listed therein.
  - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown. The corporate seal shall be affixed and attested by the corporate secretary or an assistant corporate secretary.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The address for receiving notices of the partnership shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the address for receiving notices of the firm shall be shown.
- 13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venture in the manner indicated on the Bid Form. The address for receiving notices of the joint venture shall be shown.
- 13.07 All names shall be printed in ink below the signatures.

- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

#### **ARTICLE 14 – BASIS OF BID**

##### **14.01 *Lump Sum Base Bid with Alternates***

- A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. It is the Owner's intent to accept alternates listed on the Bid Form (if any are accepted) in any order or combination.

#### **ARTICLE 15 – SUBMITTAL OF BID**

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the address noted in the Advertisement for Bids.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

#### **ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

#### **ARTICLE 17 – OPENING OF BIDS**

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### **ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

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

B. For the determination of the apparent low Bidder, Bids will be compared on the basis of the Total Lump Sum Bid amount.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

19.06 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful

Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

## **ARTICLE 20 – BONDS AND INSURANCE**

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

## **ARTICLE 21 – SIGNING OF AGREEMENT**

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

## **ARTICLE 22 – SALES AND USE TAXES**

22.01 Owner is exempt from Illinois State, Municipal or County Retailers Occupation Tax, Service Occupation Tax, Use Tax and Service Use Tax as described in IL Compiled Statute Chapter 35 and on materials and equipment to be incorporated in the Work. (Exemption No. E9997-9594-07). Said taxes shall not be included in the Bid.

## **ARTICLE 23 – OTHER ITEMS**

23.01 Illinois EPA Water Pollution Control Loan Program Requirements

- A. Bidder shall comply with requirements, procedures and policies and furnish all required evidence in accordance with the following documents:
  - 1. Document 00457A – Bidders Certification Regarding the Use of American Iron & Steel Products.
  - 2. Document 00457B – Requirements Specific to American Iron & Steel.
  - 3. Document 00806 – State Revolving Fund Loan Requirements.
  - 4. Document 00842 – Equal Opportunity Requirements.
  - 5. Document 00846 – Disadvantaged Business Enterprise (DBE) Participation.
- B. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the Work shall apply to the Contract throughout including the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265), Employment of Illinois Workers on Public Works Acts (30 ILCS 570) and the Davis-Bacon Wage Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor.

- C. Any contract entered into by the loan recipient (Owner) and any subagreement thereunder, shall provide that representatives of the Agency (Illinois EPA) will have access to the work whenever it is in preparation or progress and that the contractor or subcontractor will provide proper facilities for such access and inspection. Such contract or subagreement much also provide that the Agency or any authorized representative shall have access to any books, documents, papers, and records of the contractor or subcontractor which are pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions thereof.

END OF DOCUMENT 00200

BIDDING REQUIREMENTS  
Document 00250 - Pre-Bid Meeting

PRE-BID MEETING:

PROJECT: City of Highland  
Trunk Sewer Rehabilitation Project

DATE: November 19, 2021

TIME: 10 a.m. local time

LOCATION: City Hall  
1115 Broadway  
Highland, Illinois 62249-0218

PURPOSE: 1. Discuss the Bidding Requirements.  
2. Receive any questions regarding the Bidding and Contract Documents and the project in general.

ATTENDANCE: Recommended, but not mandatory.

END OF DOCUMENT 00250

BIDDING REQUIREMENTS  
Document 00410 – Bid Form

**ARTICLE 1 – BID RECIPIENT**

- 1.01 This Bid is submitted to:  
City of Highland, 1115 Broadway, Highland, IL 62249.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, if any, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified

in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid

prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

4.02 By submission of the bid, each bidder and, in the case of a joint bid, each party to the joint bid certifies as to his or her own organization, that in connection with the bid:

- A. The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other bidder or with any competitor;
- B. Unless otherwise required by law, the prices quoted in the bid have not knowingly been directly or indirectly disclosed to any other bidder or to any competitor prior to opening; and
- C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or withhold a bid for the purpose of restricting competition. Also, each bidder shall submit a certification regarding compliance with Article 33 E-11 of the Illinois Criminal Code of 2012 [720 ILCS 5/33E-11]; and

4.03 Each person signing the bid shall certify that:

- A. He or she is the person in the bidder's organization responsible for the decision as to the prices being bid and that he or she has not participated, and will not participate, in any action contrary to Article 4.02; or
- B. He or she is not the person in the bidder's organization responsible for the decision as to the prices being bid, but that he or she has been authorized to act as agent certifying that the persons determining the prices have not participated, and will not participate, in any action contrary to Article 4.02, and as their agent shall so certify. He or she shall also certify that he or she has not participated, and will not participate, in any action contrary to Article 4.02.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<u>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Mobilization	1	LS	\$ _____	\$ _____
2	Cured-In-Place Lining, 8" Diameter (all depths)	324	LF	\$ _____	\$ _____
3	Cured-In-Place Lining, 12" Diameter (all depths)	3,047	LF	\$ _____	\$ _____
4	Cured-In-Place Lining, 15" Diameter (all depths)	13,704	LF	\$ _____	\$ _____
5	Cured-In-Place Lining, 18" Diameter (all depths)	1,547	LF	\$ _____	\$ _____
6	Sewer Service Lateral Connection Restoration	33	EA	\$ _____	\$ _____
7	Service Lateral Lining	33	EA	\$ _____	\$ _____

8	Manhole Rehab: Spray-On Urethane Liner	15	EA	\$ _____	\$ _____
9	Manhole Rehab: Patch & Wipe	110	VF	\$ _____	\$ _____
10	Manhole Rehab: Chemically Seal Wall Joints	16	EA	\$ _____	\$ _____
11	Manhole Rehab: Chemically Seal Base of Walls	9	EA	\$ _____	\$ _____
12	Manhole Rehab: Chemically Seal at Pipes	13	EA	\$ _____	\$ _____
13	Manhole Rehab: Chemically Seal at Steps	6	EA	\$ _____	\$ _____
14	Manhole Rehab: Chemically Seal at Liftholes	6	EA	\$ _____	\$ _____
16	Manhole Rehab: Chemically Seal at Apron And Trough	1	EA	\$ _____	\$ _____
17	Manhole Rehab: Chemically Seal at Capped Lines	1	EA	\$ _____	\$ _____
18	Manhole Rehab: Raise Lid	4	EA	\$ _____	\$ _____
19	Manhole Rehab: Seal Corbel	14	EA	\$ _____	\$ _____
20	Manhole Rehab: New Frame and Cover	27	EA	\$ _____	\$ _____
21	Bypass Pumping	70	DAY	\$ _____	\$ _____

TOTAL BASE BID AMOUNT \$ \_\_\_\_\_  
in writing \_\_\_\_\_

5.02 Alternate Bids

- A. ALTERNATE BID ITEMS (REQUIRED FOR BIDDING). Completion of the following is REQUIRED. Failure to complete all blanks may result in rejection of proposal. See Part 4 - Special Provisions, Item 19, Item 20, and applicable specification sections for a description of Alternate Bid work. Complete the blank by entering the appropriate amount to be added to the base bid for each alternate bid item. In the event that no change in cost would result enter "\$0". In the event that a bid is not furnished enter "No Bid".
- B. The Owner has the option of accepting all, none or either of the alternate bids without impacting the cost of any other item of work. The following alternate bid amounts are the costs that shall be ADDED TO the Total Lump Sum Bid Amount in the event that the Alternate Bid is selected by the Owner.

Alternate Bid No. 1 – Mission Communications® Manhole Monitor™

Show the total cost to be added to the Total Lump Sum Bid Amount above associated with providing a Manhole Monitor™ system for three (3) manholes from Mission Communications®, as described in Part 4 - Special Provisions, Item 19.

Add \$ \_\_\_\_\_  
(Installed Cost)

in writing \_\_\_\_\_

Alternate Bid No. 2 - SmartCover® SmartLevel™ Manhole Monitoring System

Show the total cost to be added to the Total Lump Sum Bid Amount above associated with providing a SmartLevel™ Monitoring System for three (3) manholes from SmartCover®, as described in Part 4 - Special Provisions, Item 20.

Add \$ \_\_\_\_\_  
(Installed Cost)

in writing \_\_\_\_\_

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement and Supplementary Conditions as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid Security in the form of \_\_\_\_\_  
Or executed Document 00430 – Bid Bond
  - B. Document 00434 – Proposed Equipment
  - C. Document 00436 – Proposed Subcontractors
  - D. Document 00451 – Qualifications Statement
  - E. Document 00452 – Affidavit of Experience
  - F. Document 00454 – Bidder’s Certification
  - G. Document 00455 – Non-collusion Affidavit
  - H. Document 00456 – Health, Safety and Welfare Affidavit
  - I. Document 00457A – Bidder Certification Regarding Use of American Iron & Steel Products
  - J. Document 00458 – USEPA Form 5700-49, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
  - K. Document 00846A – Disadvantaged Business Enterprise (DBE) Forms and evidence of affirmative steps taken as required.

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

\_\_\_\_\_

By:  
*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_  
*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:  
*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

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

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

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Fax Number: \_\_\_\_\_

Contact Name and e-mail  
address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's License No.: \_\_\_\_\_  
*(where applicable)*



*Note: Addresses are to be used for giving any required notice.*

*Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

BIDDING REQUIREMENTS  
Document 00434 - Proposed Manufacturers

- 1.01 The Proposed Manufacturer List **DOES NOT** include all of the equipment required by the Contract Documents. The Contractor is required to complete the proposed equipment list in order to submit a bid. Failure to complete the proposed equipment list shall be considered sufficient cause for rejection of the bid.
- 1.02 Equipment named in the Proposal shall be provided unless the equipment is found not to be in compliance with the specifications. Equipment found not to be in accordance with the plans and specifications shall be substituted with equipment which is in accordance with the plans and specifications at no additional cost to the Owner.
- 1.03 The undersigned furnished herewith a tabulation summarizing the names of manufacturers of major equipment and material he proposes to furnish and install in the work. Bidder shall circle manufacturer he proposes to furnish. If the Contractor proposes to furnish “or equal” equipment, he shall write in the name of the manufacturer for “or equal” equipment (where allowed on the form only), and circle the manufacturer. “Or equal” equipment will not be reviewed during the bidding phase. “Or equal” equipment shall be reviewed during construction during the submittal review process and is solely at the risk of the Contractor.
- 1.04 Equipment and systems have been designed using manufacturers listed as Item (A) in the following equipment list. If a manufacturer other than the manufacturer listed as Item (A) is selected, the Contractor shall be responsible for and pay for any additional costs required for engineering design changes and costs related to construction changes in structures, piping, buildings, mechanical, electrical work, controls, accessories, etc. as required to provide a complete and operational system to accommodate the equipment.
- 1.05 The cost of the items in this tabulation is included in the Total Base Bid. The Bidder must submit shop drawings from the manufacturers indicated and, upon satisfactory review by the Engineer, order the equipment from the manufacturer. Equipment submittals shall be reviewed during construction during the submittal review process. Equipment circled in this form shall not be considered to be accepted until the above requirements have been met.

(Remainder of Page Intentionally Left Blank)

<b>EQUIPMENT LIST</b>		
<b>Item Number</b>	<b>Item</b>	<b>Manufacturer Included In Bid</b>
2 through 5	Cured-In-Place Lining, 8" Diameter Cured-In-Place Lining, 12" Diameter Cured-In-Place Lining, 15" Diameter Cured-In-Place Lining, 18" Diameter	A. CIPP Corporation B. Inliner Technologies C. Insituform D. National Liner E. Premier-Pipe USA F. Saertex-multicom G. _____ (“or equal”)
6	Sewer Service Lateral Connection Restoration	A. LMK Technologies, 1779 Chessie Lane Ottawa, IL 61350 B. _____ (“or equal”)
7	Service Lateral Lining	A. LMK Technologies B. _____ (“or equal”)
8	Spray-on Urethane Liner	A. CCI Spectrum, Inc. B. _____ (“or equal”)
9	Patch & Wipe Material	A. AP/M Perform B. _____ (“or equal”)
10 through 16	Chemical Sealing	A. Avantigrout B. _____ (“or equal”)
19	Corbel Seal	A. Sealing Systems Inc. B. _____ (“or equal”)
20	Manhole Frame and Cover	A. East Jordan Iron Works Model No. 102745A01 B. _____ (“or equal”)

1.06 SIGNATURE OF BIDDER

---

Individual or Corporate Name

By

Address

---

---

---

END OF DOCUMENT 00434

BIDDING REQUIREMENTS

Document 00436 – Proposed

Subcontractors

1.01 The following information gives the name, business address, and portion of work (description of work to be done) for each subcontractor that will be used in the work if the Bidder is awarded the Contract. No subcontractor doing work in excess of ten percent (10%) of the total amount of the bid and who is not listed shall be used.

A. Type of Work: Structural

Dollar Value of Work: \_\_\_\_\_

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

Address: \_\_\_\_\_

Street

City

B. Type of Work: Mechanical

Dollar Value of Work: \_\_\_\_\_

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

Address: \_\_\_\_\_

Street

City

C. Type of Work: Electrical

Dollar Value of Work: \_\_\_\_\_

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

Address: \_\_\_\_\_

Street

City

D. Type of Work: Site/Civil

Dollar Value of Work: \_\_\_\_\_

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

Address: \_\_\_\_\_

Street

City



**QUALIFICATIONS STATEMENT**

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS**

**1. SUBMITTED BY:**

Official Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. SUBMITTED TO:**

\_\_\_\_\_

**3. SUBMITTED FOR:**

\_\_\_\_\_

Owner: \_\_\_\_\_

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

**TYPE OF WORK:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**4. CONTRACTOR'S CONTACT INFORMATION**

Contact Person: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

**5. AFFILIATED COMPANIES:**

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**6. TYPE OF ORGANIZATION:**

SOLE PROPRIETORSHIP

Name of Owner: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

PARTNERSHIP

Date of Organization: \_\_\_\_\_

Type of Partnership: \_\_\_\_\_

Name of General Partner(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CORPORATION

State of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Executive Officers:

- President: \_\_\_\_\_

- Vice President(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Treasurer: \_\_\_\_\_

- Secretary: \_\_\_\_\_

LIMITED LIABILITY COMPANY

State of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Members: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

JOINT VENTURE

Sate of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Form of Organization: \_\_\_\_\_

Joint Venture Managing Partner

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

- Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Joint Venture Managing Partner

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

- Address: \_\_\_\_\_

\_\_\_\_\_

Joint Venture Managing Partner

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

- Address: \_\_\_\_\_

**7. LICENSING**

Jurisdiction: \_\_\_\_\_

Type of License: \_\_\_\_\_

License Number: \_\_\_\_\_

Jurisdiction: \_\_\_\_\_

Type of License: \_\_\_\_\_

License Number: \_\_\_\_\_

**8. CERTIFICATIONS**

CERTIFIED BY:

Disadvantage Business Enterprise: \_\_\_\_\_

Minority Business Enterprise: \_\_\_\_\_

Woman Owned Enterprise: \_\_\_\_\_

Small Business Enterprise: \_\_\_\_\_

Other ( \_\_\_\_\_ ): \_\_\_\_\_

**9. BONDING INFORMATION**

Bonding Company: \_\_\_\_\_

Address: \_\_\_\_\_

Bonding Agent: \_\_\_\_\_

Address: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Aggregate Bonding Capacity: \_\_\_\_\_

Available Bonding Capacity as of date of this submittal: \_\_\_\_\_

**10. FINANCIAL INFORMATION**

Financial Institution: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Account Manager: \_\_\_\_\_

Phone: \_\_\_\_\_

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

**11. CONSTRUCTION EXPERIENCE:**

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

**12. SAFETY PROGRAM:**

Name of Contractor's Safety Officer: \_\_\_\_\_

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

Total number of man-hours worked for the last 5 Years:

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

**13. EQUIPMENT:**

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATED: \_\_\_\_\_

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC - STATE OF \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

### SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				





BIDDING REQUIREMENTS  
Document 00454 – Bidder's Certification

IN COMPLIANCE WITH ARTICLE 33E-11 TO THE "CRIMINAL CODE OF 2012"

I \_\_\_\_\_, do hereby certify that:  
Name

1. I am \_\_\_\_\_ of the \_\_\_\_\_  
Position Firm

and have authority to execute this certification on behalf of the firm;

2. This firm is not barred from bidding on this contract due to either a Bid-rigging or Bid Rotating violation as set forth in Article 33E-11 to the "Illinois Criminal Code of 2012 [720 ILCS 5/33E-11]".

Name of Firm \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Corporate Seal (where appropriate)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,

before me appeared (Name) \_\_\_\_\_  
to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did

state that he or she was properly authorized by (Name of Firm) \_\_\_\_\_

\_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_ Commission Expires \_\_\_\_\_

Notary Seal

END OF DOCUMENT 00454

BIDDING REQUIREMENTS  
Document 00455 - Non-Collusion Affidavit

(This Affidavit must be executed)

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn, deposes and says that he is \_\_\_\_\_

(Sole Owner, a Partner, President, Secretary, etc.) of \_\_\_\_\_

\_\_\_\_\_ the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly with any Bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion or communication or conference, with any person, to fix the bid price of affiant or any other Bidder, or to fix any overhead, profit, or cost element of said Bid price, or of that of any other Bidder, or to secure any advantage against the Owner, or any person interested in the proposed Contract; and that all statements contained in said proposal or bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
Affiant

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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

My Commission Expires: \_\_\_\_\_

END OF DOCUMENT 00455



1. found to have been part of a pattern of similar violations, or one of three or more similar violations committed within the two years immediately preceding the submission of the bid, or
2. classified by an agency of the state or federal government as serious, or
3. one which threatened the health or safety of the workers employed by the bidder, or
4. one resulting in the payment of back wages and benefits of \$5,000 or more, or
5. one that resulted or could have resulted in the debarment of the bidder from contracting with the state or federal government, or any agency thereof.

\_\_\_\_\_

Affiant

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

END OF DOCUMENT 00456

BIDDING REQUIREMENTS

Document 00457 – Bidder Certification  
Regarding the Use of American Iron & Steel  
Products

\_\_\_\_\_, do hereby certify that:  
Name

1. I am \_\_\_\_\_ (title) of \_\_\_\_\_ (company, partnership, etc.) and have authority to execute this certification on behalf of the firm.
2. This firm is aware that all iron and steel products used for this project must be produced in the United States per Section 436 (a) – (f) of the Consolidated Appropriations Act, 2014.
3. This firm is aware that the use of American iron and steel products applies to all projects for the construction, alteration, maintenance, or repair of publicly owned treatment works (POTW) or public water systems.
4. This firm understands the term “iron and steel products” refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
5. I am aware that this requirement applies to all portions of the project that are subcontracted.

Name of Company: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Corporate Seal (where appropriate)

END OF DOCUMENT 00457

## BIDDING REQUIREMENTS

Document 00457A – Use of American Iron and Steel

### **Requirements Specific to American Iron and Steel**

The Consolidated Appropriations Act of 2014 (Public Law 113-76) first included an "American Iron and Steel (AIS)" requirement that requires Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) loan recipients to use iron and steel products that are produced in the United States for projects involving the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through a CWSRF or a DWSRF loan. Guidance is available on USEPA's website: [http://water.epa.gov/grants\\_funding/aisrequirement.cfm](http://water.epa.gov/grants_funding/aisrequirement.cfm). Waivers from the requirements are available under certain circumstances.

For CWSRF or DWSRF purposes, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Pipes (lined or unlined) and fittings;
- Manhole Covers;
- Municipal Castings (defined in more detail below);
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel (defined in more detail below);
- Reinforced precast concrete; and
- Construction materials (defined in more detail below).

For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by costs. The cost should be based on the material costs.

For the purposes of AIS, steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

For the purposes of AIS, production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, except for metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

For AIS, municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel.

Examples of municipal castings are:

Access Hatches	Drainage Grates, Frames & Curb Inlets
Ballast Screen	Inlets
Benches (Iron or Steel)	Junction Boxes
Bollards	Lampposts
Cast Bases	Manhole Covers, Rings & Frames, Risers
Cast Iron Hinged Hatches (Square & Rectangular)	Meter Boxes
Cast Iron Riser Rings	Service Boxes
Catch Basin Inlet	Steel Hinged Hatches (Square & Rectangular)
Cleanout/Monument Boxes	Steel Riser Rings
Construction Covers and Frames	Trash Receptacles
Curb and Corner Guards	Tree Grates
Curb Openings	Tree Guards
Detectable Warning Plates	Trench Grates
Downspout Shoes (Boot, Inlet)	Valve Boxes, Covers & Risers

For AIS, structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

For AIS, construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel." This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable handling systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

For the purposes of AIS, mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

There are specific requirements for precast concrete to comply with AIS. While reinforced precast concrete may not be at least 50% iron or steel, in this case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered a construction material and must be produced in the US.

Information is available at <https://www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/Pages/default.aspx>.

END OF DOCUMENT 00457A

**BIDDING REQUIREMENTS**  
Document 00458 – USEPA Form 5700-49

SRF Location: City of Highland, IL  
SRF Project No: L17-5740

United States Environmental Protection Agency  
Washington, DC 20460

**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application / proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

\_\_\_\_\_  
Typed Name & Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

I am unable to certify to the above statements. My explanation is attached.

## **INSTRUCTIONS**

Under Executive Order 12549, an individual or organization debarred or excluded from participation in Federal Assistance or benefit programs may not receive any assistance award under a Federal program, or a subagreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or subagreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants Responsibilities, in the attached regulation.

### **Where to Submit**

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

### **How to Obtain Forms**

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies / assistance may be requested from:

Compliance Branch  
Grants Administration Division (PM-216F)  
U.S. Environmental Protection Agency  
401 M Street, SW  
Washington, DC 20460  
(Telephone: 202 / 475-8025)

END OF DOCUMENT 00458

## BIDDING REQUIREMENTS

### Document 00460–City of Highland Bidding Requirements

#### 1.01 Wage Provisions

- A. The City of Highland Trunk Sewer Rehabilitation Project is a “Public Works Construction” Project as defined in the Illinois Prevailing Wage Act 820 ILCS 130. As such, all bidders shall account for in their bids and will be subject to the general prevailing wage rates for Madison County, Illinois, currently published and as amended from time to time by the Department of Labor. Prevailing rate of wages are revised by the Department of Labor and are available on the Department’s official website.

#### 1.02 Substance Abuse Prevention on Public Works Projects

- A. The Substance Abuse Prevention on Public Works Projects Act (Pub. L. 95-0635, codified as 820 ILCS 265/1 et seq.) became effective in the State of Illinois on January 1, 2008. Due to the above-stated law, all bids from contractors and subcontractors for work on a public works project of the City of Highland shall be accompanied by a Certification of Compliance indicating, first, whether the bidder has signed collective bargaining agreements that are in effect for all of its employees and that deal with the subject matter of the above-stated Act; and, if not, second, that the bidder’s written substance abuse program is attached to the Certification of Compliance and that the bidder’s written substance abuse program meets or exceeds the requirements of “The Substance Abuse Prevention on Public Works Projects Act” (Pub. L. 95-0635, codified as 820 ILCS 265/1 et seq.).
- B. The Certification of Compliance for the Substance Abuse Prevention Program is included in Section 00460A. The bidder shall submit the Certification with his Bid.

#### 1.03 Non-Delinquency of Tax

- A. As a result of a recent amendment to the Illinois Municipal Code (Adding Section 11-42.1-1), the City of Highland is prohibited from entering into a contract with any individual or anyone else that is delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless that party is contesting the tax in accordance with procedure established by the particular taxing act. Further, before awarding a contract, the City of Highland is required to obtain a statement under oath from the party with whom it’s contracting that no such taxes are delinquent. If a false statement is made, it voids the contract and allows the City to recover all amounts paid to the individual in a civil action.
- B. The Certificate of Non-Delinquency of Tax is included in Section 00460A. The bidder shall submit the Certificate with his Bid.

#### 1.04 Hold Harmless and Indemnity Agreement

- A. All bids from contractors for work on City of Highland projects shall be accompanied by a signed Hold Harmless and Indemnity Agreement. The Agreement is included in Section 00460A. The bidder shall submit the Agreement with his Bid.



**CERTIFICATE OF NON-DELINQUENCY OF TAX**

As required by Section 11-42.1-1 of the  
Illinois Municipal Code

The undersigned hereby and herewith certifies under oath that he/she/it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if delinquent, is currently contesting the liability or the amount of such tax in accordance with the procedures established by the appropriate Taxing Act.

A person is not considered delinquent in the payment of a tax for the purposes of this certification if such person has entered into an Agreement with the Illinois Department of Revenue for the payment of all taxes claimed delinquent, and is in compliance with that Agreement. If such is the case with the undersigned, the undersigned certifies that he/she/it has made such an Agreement and is in compliance therewith.

\_\_\_\_\_

Date

\_\_\_\_\_

Company Name

\_\_\_\_\_

Federal I.D. Number

\_\_\_\_\_

Address

\_\_\_\_\_

City / State / Postal Code

\_\_\_\_\_

Signature / Title

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public

**HOLD HARMLESS AND INDEMNITY AGREEMENT  
CITY OF HIGHLAND, ILLINOIS**

The Contractor \_\_\_\_\_, by affixing his signature hereto agrees to the following conditions:

1. To save and keep the City (including its agents and employees) free and harmless from all liability, public or private penalties contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims, or judgments, resulting from claimed injury, damages, or judgments resulting from claimed injury, damage, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including but not limited to causes in action) arising out of or in any way connected with the performance of work or work to be performed under this permit, excepting, however, the negligence of the City and shall indemnify the City for any costs, expenses, judgments, and attorneys' fees paid or incurred, by or on behalf of the City and its agents and employees, or paid for on behalf of the City and its agents and employees by insurance provided by the City.
  
2. To hold harmless the City (including its agents and employees) from liability or claims for any injuries to or death of Contractor's or any Subcontractor's employees, resulting from any cause whatsoever, excluding negligence of the City, including protection against any claim of the Contractor or any Subcontractor for any expenses of or payments made by any workman's compensation insurance payments under any workman's compensation law or any carrier on behalf of said Contractor or Subcontractor and shall indemnify the City for any costs, expenses, judgments, and attorneys' fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by the City.
  
3. In the event the City's machinery or equipment is used by the Contractor, or Subcontractor, in the performance of the work called for by this permit, such machinery or equipment shall be considered as being under the custody and control for the Contractor during the period of such use by the Contractor or any Subcontractor, and if any person or persons in the employ of the City should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Contractor.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**CITY OF HIGHLAND, ILLINOIS**  
**TRUNK SEWER REHABILITATION PROJECT**

**CONTRACTING REQUIREMENTS**

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CONTRACTING REQUIREMENTS  
Document 00505 – Notice of Intent to Award

TO: \_\_\_\_\_  
(Apparent Low Bidder)

OWNER'S PROJECT NO. 194010127-00

PROJECT Trunk Sewer Rehabilitation Project

You are hereby notified that your Bid dated \_\_\_\_\_, for the above Project has been considered by the Owner. You are the Apparent Low Bidder and it is the Owner's intent to award this contract to you within the bid opening period stated in the Contract Documents.

This Notice of Intent to Award is contingent on all of the following:

- 1) The owner's receipt of the IEPA Water Pollution Control Loan Program loan commitment.

The Contract Price of your contract is \_\_\_\_\_ Dollars  
and \_\_\_\_\_ Cents. (\$ \_\_\_\_\_ . )

You must acknowledge and return two (2) original copies of this Notice of Intent to Award to the Owner within seven (7) calendar days of the date of this notice, that is by \_\_\_\_\_  
\_\_\_\_\_.

By order of the \_\_\_\_\_, Issued and dated the \_\_\_\_\_ day of \_\_\_\_\_.

OWNER: CITY OF HIGHLAND

By \_\_\_\_\_  
(Signature of authorized person)

\_\_\_\_\_  
(Name of authorized person)

\_\_\_\_\_  
(Title of authorized person)

Receipt and acceptance of the above Notice of Intent to Award is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, by:

APPARENT LOW BIDDER: \_\_\_\_\_

By \_\_\_\_\_  
(Signature of authorized person)

\_\_\_\_\_  
(Name of authorized person)

\_\_\_\_\_  
(Title of authorized person)



**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Highland (“Owner”) and  
\_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Trunk Sewer Rehabilitation Project.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Trunk Sewer Rehabilitation Project.

**ARTICLE 3 – ENGINEER**

3.01 The part of the Project that pertains to the WORK has been designed by Crawford, Murphy & Tilly, Inc.

3.02 The Owner has retained Crawford, Murphy & Tilly, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times*

A. The Work will be substantially completed within 450 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 540 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the

actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), the amounts stipulated in the Supplementary Conditions.

#### **ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts as shown in the attached Proposal.

#### **ARTICLE 6 – PAYMENT PROCEDURES**

##### *6.01 Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

##### *6.02 Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by the Engineer, and if the character and progress of the Work has been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage provided that the amount retained is not less than 5 percent of the total adjusted contract price.

##### *6.03 Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

#### **ARTICLE 7 – INTEREST**

7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

## ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - C. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
  - E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  - H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  - I. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 7, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. General Conditions (pages 1 to 64, inclusive).
  - 5. Supplementary Conditions (pages 1 to 11, inclusive).
  - 6. Specifications as listed in the table of contents of the Project Manual.
  - 7. Drawings (not attached but incorporated by reference) consisting of 7 sheets with each sheet bearing the following general title: Trunk Sewer Rehabilitation Project.
  - 8. Addenda (numbers \_\_\_ to \_\_\_, inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor’s Proposal (pages 1 to \_\_\_\_\_, inclusive).
  - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.
- B. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
- C. The CONTRACTOR acknowledges to and for the benefit of the City of Highland and the State of Illinois that it understands the goods and services under this Agreement are being funded with monies made available by the State Revolving Loan Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the product to be produced in the United States (“America Iron and Steel Requirement”) including iron and steel products provided by the CONTRACTOR pursuant to this Agreement. The CONTRACTOR hereby represents and warrants to and for the benefit of the OWNER and the State that (a) the CONTRACTOR has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the CONTRACTOR will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the OWNER or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the CONTRACTOR shall permit the OWNER or State to recover as damages against the CONTRACTOR any loss, expense, or cost (including without limitation attorney’s fees) incurred by the OWNER or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the OWNER). While the CONTRACTOR has no direct contractual privity with state, as a lender to the OWNER for the funding of its project, the OWNER and the CONTRACTOR agree that that State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

Address for giving notices:

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

CONTRACTING REQUIREMENTS  
Document 00550 – Notice to Proceed

**NOTICE TO PROCEED**

---

Owner:	City of Highland, Illinois	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Crawford, Murphy & Tilly, Inc.	Engineer's Project No.:	19040127-00
Project:	Trunk Sewer Rehabilitation Project	Contract Name:	
		Effective Date of Contract:	

---

**TO CONTRACTOR:**

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [\_\_\_\_\_, 20\_\_]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is \_\_\_\_\_, and the date of readiness for final payment is \_\_\_\_\_.

Before starting any Work at the Site, Contractor must comply with the following:  
*[Note any access limitations, security procedures, or other restrictions]*

Owner: CITY OF HIGHLAND, ILLINOIS

\_\_\_\_\_  
(Authorized Signature)

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

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

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

Copy: Engineer

**PERFORMANCE BOND**

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

City of Highland, Illinois  
1115 Broadway  
Highland, Illinois 62249

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

**BOND**

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form:  None  See Paragraph 16

---

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal *(seal)*

\_\_\_\_\_  
Surety's Name and Corporate Seal *(seal)*

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

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

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

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

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

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

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

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

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

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

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

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

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

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

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

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

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

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

16. Modifications to this Bond are as follows:

CONTRACTING REQUIREMENTS  
Document 00615 – Payment Bond

**PAYMENT BOND**

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

City of Highland, Illinois  
1115 Broadway  
Highland, Illinois 62249

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

**BOND**

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form:  None  See Paragraph 16

---

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal *(seal)*

\_\_\_\_\_  
Surety's Name and Corporate Seal *(seal)*

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

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in

the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 16. Definitions

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

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

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

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

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

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

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

18. Modifications to this Bond are as follows:



The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

---

EXECUTED BY ENGINEER:		RECEIVED BY OWNER:		RECEIVED:	
By: _____					
(Authorized signature)					
Title: _____					
Date: _____					

**SUBMITTAL TRANSMITTAL**  
**CITY OF HIGHLAND**  
**TRUNK SEWER REHABILITATION PROJECT**

DATE: \_\_\_\_\_

SUBMITTAL NO. \_\_\_\_\_

FROM: \_\_\_\_\_

TO: City of Highland  
 C/O Crawford, Murphy & Tilly, Inc.  
 1 South Memorial Drive  
 Suite 500  
 St. Louis, MO 63102

VENDOR: \_\_\_\_\_

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

This is: An original submittal: \_\_\_\_\_ A revised submittal \_\_\_\_\_  
 Previous Submittal No. \_\_\_\_\_ No. of submittal copies \_\_\_\_\_

SUBJECT OF SUBMITTAL: \_\_\_\_\_

SPECIFICATION AND/OR DRAWING NUMBER: \_\_\_\_\_

We have verified that this submittal contains all applicable material and information required for evaluation against the project specifications. Furthermore, we submit these items, which comply with the plans and specifications.

Check One: \_\_\_\_\_ with no exceptions \_\_\_\_\_ except for the following deviations:

NO.

DEVIATIONS


CONTRACTOR'S AUTHORIZING STAMP	ENGINEER'S REVIEW STAMP
(Contractor's Authorized Signature)	



CONTRACTING REQUIREMENTS  
Document 00682 – American Iron and Steel  
Sample Certification Letter

**Recordkeeping for Iron and Steel Products**  
**Documenting the Country of Origin for Iron and Steel Products for Loan Programs**

Loan recipients with assistance from their general contractor must be able to verify that products used in their projects comply with the AIS requirements. USEPA recommends loan recipients use a “Step Certification” process to ensure that producers adhere to the AIS requirements. Step certification is a process under which each handler (supplier, fabricator, manufacturer, etc.) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple as long as it includes the name of the manufacturer, the location of the manufacturing facility (not company headquarters), a description of the product or item being delivered, and a signature by a manufacturer’s responsible party. An example of this type of certification is attached.

Certification could be achieved by other methods such as requiring the final manufacturer, who delivers the iron/steel products to the worksite, to provide certification that all manufacturing processes occurred in the US. While this type of certification is easier and acceptable, it may not provide the same degree of assurance and additional documentation may be needed. USEPA auditors recommend keeping records of when and where the products were delivered. Examples include: Perry Water Plant on August 3, 2017, or Jankousky Construction Offices on October 5, 2017. Records from the manufacturer should refer to specific items such as pipes, valves, meters. Try to avoid records containing broad statements such as, “All products delivered were made in the USA.”

Regardless of the method, documents regarding the country of origin for iron and steel products should be collected and maintained by all loan recipients. Having a good paper trail is invaluable during an inspection or audit.

Information is available at <https://www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/Pages/default.aspx>.

## Sample Certification Letter

The following information is provided as a sample letter of step certification for AIS compliance. The completed letter is provided to the construction contractor or loan applicant from the supplier, fabricator, manufacturer, etc. of iron and steel products. Documentation must be provided on company letterhead. If e-mail is used, documents should be scanned so the company letterhead is visible.

### Company Letterhead

Date

Company Name  
Company Address  
City, State, Zip

Subject: American Iron and Steel Step Certification for City of Highland, Illinois – Trunk Sewer Rehabilitation Project

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirements as mandated in EPA's State Revolving Fund Programs.

Item, Products, and/or Materials:

1. XXX
2. XXX
3. XXX

Such process took place at the following location (City and State must be included):

If any of the above compliance statements change while providing material to the project we will immediately notify the prime contractor and the engineer.

Signed by Company Representative

END OF DOCUMENT 00682

CONTRACTING REQUIREMENTS  
Document 00687 – Request for  
Interpretation

**REQUEST FOR INTERPRETATION**

RFI No. \_\_\_\_\_

Project: City of Highland RE: \_\_\_\_\_  
Trunk Sewer Rehabilitation Project

Project Number: 19040127-00 Date: \_\_\_\_\_

To: City of Highland  
c/o Crawford, Murphy & Tilly, Inc.,  
1 South Memorial Drive  
Suite 500  
St. Louis, MO 63102

From: \_\_\_\_\_

Specification Section: \_\_\_\_\_ Paragraph: \_\_\_\_\_ Drawing Reference: \_\_\_\_\_ Detail: \_\_\_\_\_

Request:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor (Authorized Signature)

---

Response:

---

Response From: \_\_\_\_\_

Response To: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Engineer (Authorized Signature)

END OF DOCUMENT 00687

CONTRACTING REQUIREMENTS  
Document 00689 – Substitution Request

**(Attach to Substitution Proposal as required by Section 01630)**

Project: City of Highland Substitution Request Number: \_\_\_\_\_

Trunk Sewer Rehabilitation Project RE: \_\_\_\_\_

To: Crawford, Murphy & Tilly, Inc. Date: \_\_\_\_\_

From: \_\_\_\_\_ CMT Project Number: 19040127-00

Specification Title: \_\_\_\_\_ Description: \_\_\_\_\_

Section: \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Trade Name: \_\_\_\_\_ Model No.: \_\_\_\_\_

Installer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

History:  New product  2-5 years old  5-10 yrs old  More than 10 years old

Differences between proposed substitution and specified product: \_\_\_\_\_

Itemized comparative data attached - REQUIRED BY ENGINEER

Reason for not providing specified item: \_\_\_\_\_

Similar Installation:

Project: \_\_\_\_\_ Engineer: \_\_\_\_\_

Address: \_\_\_\_\_ Owner: \_\_\_\_\_

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

Proposed substitution affects other parts of Work:  No  Yes; explain \_\_\_\_\_

Savings to Owner for accepting substitution: \_\_\_\_\_ (\$ \_\_\_\_\_).

Proposed substitution changes Contract Time:  No  Yes [Add] [Deduct] \_\_\_\_\_ days.

Supporting Data Attached:  Drawings  Product Data  Samples  Tests  Reports  \_\_\_\_\_

**(Substitution Request Continued)**

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to the design, including Engineer's redesign, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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

Attachments: \_\_\_\_\_

Engineer's REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Section 01330.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01330.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed \_\_\_\_\_ by: \_\_\_\_\_

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

Additional Comments:     Contractor     Subcontractor     Supplier     Manufacturer     Engineer     \_\_\_\_\_

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

END OF DOCUMENT 00689

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
    - a. does not conform to the Contract Documents; or
    - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
    - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four

words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2 – PRELIMINARY MATTERS**

### **2.01 *Delivery of Bonds and Evidence of Insurance***

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### **2.02 *Copies of Documents***

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### **2.03 *Before Starting Construction***

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

#### 2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

#### 2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

#### 2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

## ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

### 3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
  - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
  3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.
- B. *Resolving Discrepancies:*
1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
    - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
    - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

#### 3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

## **ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

### 4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

### 4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  - 2. abnormal weather conditions;
  - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
  - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

**ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste

materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

#### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
  - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
  - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
  - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
  - 1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
  - 2. is of such a nature as to require a change in the Drawings or Specifications; or
  - 3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
  1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
  2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
    - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study

of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
  1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
    - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
    - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and

recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
    - d. Contractor gave the notice required in Paragraph 5.05.B.
  2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
  2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against

Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under

such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 6 – BONDS AND INSURANCE**

### **6.01 *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S.

Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

#### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

#### 6.03 *Contractor's Insurance*

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
  - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
  - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
  - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
  - 2. claims for damages insured by reasonably available personal injury liability coverage.
  - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:
    - a. Such insurance shall be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Broad form property damage coverage.
  4. Severability of interest.
  5. Underground, explosion, and collapse coverage.
  6. Personal injury coverage.
  7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
  8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining

applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
  1. include at least the specific coverages provided in this Article.
  2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
  4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
  5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

#### 6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

#### 6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
  1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under

such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
8. allow for the waiver of the insurer's subrogation rights, as set forth below.
9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
10. not include a co-insurance clause.
11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

#### 6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
  - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

## ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

### 7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

### 7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner’s written consent, which will not be unreasonably withheld.

### 7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

### 7.04 *“Or Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of material or

equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an “or equal” item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
  - a. in the exercise of reasonable judgment Engineer determines that:
    - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
    - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
    - 3) it has a proven record of performance and availability of responsive service; and
    - 4) it is not objectionable to Owner.
  - b. Contractor certifies that, if approved and incorporated into the Work:
    - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
    - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense:* Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer’s Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal”, which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer’s Determination:* Neither approval nor denial of an “or-equal” request shall result in any change in Contract Price. The Engineer’s denial of an “or-equal” request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

#### 7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent

possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
  2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
    - a. shall certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design,
      - 2) be similar in substance to that specified, and
      - 3) be suited to the same use as that specified.
    - b. will state:
      - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
      - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
      - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
    - c. will identify:
      - 1) all variations of the proposed substitute item from that specified, and
      - 2) available engineering, sales, maintenance, repair, and replacement services.
    - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the

replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
  - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

#### 7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

#### 7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

- A. *Shop Drawing and Sample Submittal Requirements:*
  - 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
    - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
    - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

- c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
  2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
  3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
  1. *Shop Drawings:*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
  2. *Samples:*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
  3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
  1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract

Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors,

members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  - 1. observations by Engineer;
  - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. use or occupancy of the Work or any part thereof by Owner;
  - 5. any review and approval of a Shop Drawing or Sample submittal;
  - 6. the issuance of a notice of acceptability by Engineer;
  - 7. any inspection, test, or approval by others; or
  - 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the

indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

### **ARTICLE 8 – OTHER WORK AT THE SITE**

#### 8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner

may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

#### 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying,

disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9 – OWNER'S RESPONSIBILITIES**

### **9.01 *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02 *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

- 9.03 *Furnish Data*
- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.
- 9.04 *Pay When Due*
- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.
- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

## **ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION**

### **10.01 *Owner’s Representative***

- A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract.

### **10.02 *Visits to Site***

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

### **10.03 *Project Representative***

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer’s consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

### **10.04 *Rejecting Defective Work***

- A. Engineer has the authority to reject Work in accordance with Article 14.

### **10.05 *Shop Drawings, Change Orders and Payments***

- A. Engineer’s authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer’s authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer’s authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

## ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

### 11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
1. *Change Orders:*
    - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
    - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
  2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
  3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

### 11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the

Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

#### 11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
  - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
  - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
  - 1. a mutually acceptable fixed fee; or
  - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the

maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

#### 11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
  - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
  - 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

#### 11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

#### 11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### **ARTICLE 12 – CLAIMS**

#### 12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
  2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
  3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

### 13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
  4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
  - g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
  - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:
  1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

#### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

## **ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### **14.01 *Access to Work***

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### **14.02 *Tests, Inspections, and Approvals***

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  3. by manufacturers of equipment furnished under the Contract Documents;
  4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the

measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of

Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

### **ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

#### 15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
  - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

- c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due:*
1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. *Reductions in Payment by Owner:*
1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
- a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

- f. the Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. the Contract Price has been reduced by Change Orders;
  - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
  - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
  3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the

preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
  - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial

Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *Final Payment*

##### A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all disputes that Contractor believes are unsettled; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

##### B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is

satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

#### 15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  1. correct the defective repairs to the Site or such other adjacent areas;
  2. correct such defective Work;
  3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

### **ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

#### 17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
  - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
  - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
  - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
  - 2. agree with the other party to submit the dispute to another dispute resolution process; or
  - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

### **ARTICLE 18 – MISCELLANEOUS**

#### 18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
  - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

#### 18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

#### 18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

#### 18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

#### 18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

#### 18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

#### 18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

#### 18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

### **Supplementary Conditions**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

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### **ARTICLE 1 – DEFINITIONS AND TERMINOLOGY**

#### *SC-1.01 Defined Terms*

**Amend the definition of Bid contained in paragraph 1.01.A.4 of the General Conditions to read as follows:**

The terms "Bid" and "Proposal" as used herein are interchangeable.

**Modify the definition of Specifications contained in paragraph 1.01.A.38 of the General Conditions to read as follows:**

*Specifications* – The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work in Divisions 1 through 16 of the Contract Documents.

### **ARTICLE 3 – DOCUMENTS; INTENT, REQUIREMENTS, REUSE**

#### *SC-3.03 Resolving Discrepancies*

**Add a new paragraph immediately following paragraph 3.03.B.1.b of the General Conditions which is to read as follows:**

3.03.B.1.c. In the event that any of the provisions contained in the General Conditions, Supplementary Conditions, Specifications (Divisions 1 thru 16) or Drawings conflict, it is understood and agreed by both parties hereto that instructions or information on the drawings shall prevail.

**ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

*SC-4.01 Commencement and Progress of Work*

**Modify the third sentence contained in Paragraph 4.01A of the General Conditions which is to read as follows:**

In no event will the Contract Times commence to run later than the ninetieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

*SC-4.05 Adjustment of Contract Time*

**Delete the words "abnormal weather conditions" from paragraph 4.05.C.2 of the General Conditions.**

*SC-4.05 Liquidated Damages*

**Add a new paragraph immediately following paragraph 4.05.G of the General Conditions which is to read as follows:**

4.05.H It is understood and agreed that TIME is of the essence on this Contract, and that a failure on the part of the Contractor to complete the work under this Contract within the time specified will result in loss and damage to the Owner; and that on account of the peculiar nature of such loss or damage, it is difficult, if not impossible, to accurately ascertain and definitely determine the amount thereof. It is, therefore, covenanted and agreed that in case the Contractor shall fail or neglect to complete the work herein specified on or before the date herein fixed for completion, together with any extensions of time which may be granted under paragraph 11.05 of the General Conditions, the said Contractor shall and will pay to the Owner for each and every calendar day the Contractor shall be in default in the time of completion of this contract the sum set below:

ORIGINAL CONTRACT AMOUNT (\$)		
From More Than	To and Including	Amount of Liquidated Damages per Calendar Day
\$ 0	\$ 100,00	\$ 475
100,00	500,000	750
500,000	1,000,000	1,025
1,000,000	3,000,000	1,275
3,000,000	6,000,000	1,425
6,000,000	12,000,000	2,300
12,000,000	And over	5,800

In fixing the damages as set forth herein, the desire is to establish a certain mode of calculation for the work since the Owner's actual loss, in the event of delay, cannot be predetermined, it would be difficult to ascertain, and a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the Owner's actual loss and fairly takes into account the loss of use of the facilities if the project is delayed in completion.

The sum specified in the General Requirements of the Specifications is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages which the Owner will suffer by reason of such defaults, and not by way of a penalty.

In case the Contractor does not complete the work covered by this Agreement on or before the time specified herein for the completion of the said work, together with any extensions of time which may be granted under paragraph 4.05 of the General Conditions, the Engineer shall determine the number of days the Contractor is in default, and the decision of the Engineer shall be final and binding upon both parties hereto. It is further agreed that if the Owner shall accept any work or make any payments under this Contract after any such default, such acceptance, payment or payments shall not in any respect constitute a waiver or modification of any of the provisions hereof, and particularly the provisions in regard to LIQUIDATED DAMAGES for delays.

## **ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### *SC-5.05 Underground Facilities*

**Delete paragraph 5.05 of the General Conditions in its entirety and insert the following:**

5.05 UNDERGROUND FACILITIES - When the drawings or other Contract Documents include information pertaining to the location, size, material, description or type of underground utility facilities, such information is only included for the convenience of the Bidder. The OWNER or ENGINEER assumes no responsibility whatever in respect to the sufficiency or accuracy of the information, or lack of information shown on the plans relative to the location, size, material, description or type of underground utility facilities.

Where underground main distribution conduits such as water, gas, sewer, electric power, telephone or cable television are shown on the plans, the Contractor, for the purpose of preparing a bid, shall assume that every property parcel will be served by a service connection for each type of utility.

It shall be the Contractor's responsibility to determine the actual location of all existing underground facilities, including service connections to underground utilities. Prior to construction, the Contractor shall notify the utility company of his operational plans and shall obtain from the respective utility companies detailed information and assistance relative to the location of their facilities and the working schedule of the utility companies for removal or adjustment where removal or adjustment is required. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction. The Engineer shall also be immediately notified. Any such mains and services disturbed by the Contractor's operations

shall be restored to service at once. Whenever possible, residents shall be notified in advance if their service is to be disconnected and no house shall be left without service overnight. The Contractor shall not interrupt the service function or disturb the supporting base of any utility without authority from the owner of the utility. Where protection is required to insure support of utilities, the Contractor shall, unless otherwise provided, furnish and place the necessary protection at its expense.

SC-5.06 *Hazardous Environmental Conditions at Site*

**The following reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner:**

1. None

SC-5.07 *Difficulties Encountered*

**Add a new paragraph 5.07 immediately following paragraph 5.06.K of the General Conditions which is to read as follows:**

5.07 All bidders for the work under this Contract are required before submitting all proposals, to examine the site of the work and adjacent premises, and the various means of approach to the site, and to make all necessary investigations in order to inform themselves thoroughly as to the character and magnitude of all work involved in the complete execution of this contract, and as to the facilities for delivering, handling and installing the construction equipment and the conditions and difficulties that will be encountered in the performance of the work specified herein. No pleas of ignorance of conditions that exist or that may hereafter exist, or of difficulties that will be encountered in the execution of the work hereunder as a result of failure to make necessary examinations and investigations, will be accepted as a sufficient excuse for any failure or omission on the part of the Contractor to fulfill, in every detail, all of the requirements of this contract, or will be accepted as a basis for any claim whatsoever for extra compensation.

**ARTICLE 6 – BONDS AND INSURANCE**

SC-6.03 *Contractor's Liability Insurance*

**Add a new paragraph 6.03.K immediately following paragraph 6.03.J of the General conditions which is to read as follows:**

6.03.K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	<u>Statutory</u>
Federal (e.g., Longshoreman's):	<u>Statutory</u>
Employer's Liability:	<u>\$ 500,000</u>

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>2,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Combined Single Limit of	\$ <u>1,000,000</u>
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4. Excess or Umbrella Liability:

Per Occurrence	\$ <u>3,000,000</u>
General Aggregate	\$ <u>3,000,000</u>

5. Contractor's Pollution Liability:

Each Occurrence	\$ <u>N/A</u>
General Aggregate	\$ <u>N/A</u>



If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: N/A

7. Contractor's Professional Liability:

Each Claim	\$ <u>N/A</u>
Annual Aggregate	\$ <u>N/A</u>

SC-6.06 *Waiver of Rights and Subrogation*

**Delete paragraph 6.06 of the General Conditions in its entirety and insert the following:**

6.06 Owner and Contractor hereby waive all rights of action and subrogation against each other and against Contractor's subcontractors and the officers, agents and employees of any of them to the extent of any insurance recoveries that may be obtained by the waiving party for damages caused by fire or other "All Risk" perils covered by insurance, except such rights as such party may have to the proceeds of insurance held by any other person as trustee or otherwise in behalf of such party."

## **ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES**

### *SC-7.06 Subcontracts*

**Delete paragraph 7.06.M of the General Conditions in its entirety and insert the following:**

7.06.M All Work performed for Contractor by a Subcontractor will be pursuant to an appropriate agreement between Contractor and the Subcontractor which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer and contains waiver provisions as required by paragraph 6.06 (as amended by these Supplementary Conditions). Contractor shall pay each Subcontractor a just share of any insurance moneys received by Contractor on account of losses under policies issued pursuant to paragraph 6.05.

### *SC-7.12 Safety and Protection*

**Delete paragraph 7.12.C of the General Conditions in its entirety and insert the following:**

7.12.C Neither the professional activities of the Engineer, nor the presence of the Engineer or its employees and subconsultants at a construction/project site, shall impose any duty on the Engineer, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by OSHA or any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Owner agrees that the Contractor shall be solely responsible for jobsite and worker safety. The Contractor shall defend and indemnify the Owner, the Engineer and the Engineer's subconsultants. The Owner and the Engineer shall be made additional insureds under the General Contractor's policies of general liability insurance.

## **ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION**

### *SC-10.03 Project Representative*

**Add a new paragraph 10.03.B immediately following paragraph 10.03.A of the General conditions which is to read as follows:**

10.03.B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
4. Liaison:
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Shop Drawings and Samples:
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Review of Work and Rejection of Defective Work:
  - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or

approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
- b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

**Add a new paragraph 10.03.C immediately following paragraph 10.03.B of the General Conditions which is to read as follows:**

10.03.C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

*SC-10.09 Compliance with Safety Program*

**Add the following sentence to the end of paragraph 10.09.A of the General Conditions:**

Engineer's compliance with Contractor's and Owner's safety programs shall not interfere with allowing Engineer reasonable access to site.

## **ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

*SC-13.03 Unit Price Work*

**Delete paragraph 13.03.E of the General Conditions in its entirety and insert the following:**

13.03.E The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. If the extended price of a particular item of Unit Price Work amounts to 25 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
2. if there is no corresponding adjustment with respect to any other item of Work; and
3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

## **ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

### *SC-17.02 Final Resolution of Disputes*

**Add a new paragraph 17.02 immediately following paragraph 17.01 of the General conditions which is to read as follows:**

#### SC-17.02 Dispute Resolution

- A. Either Owner or Contractor may request resolution of any Claim submitted to the Engineer for a decision under Paragraph 12.01 before such decision becomes final based on the following sequence:
  1. The Owner and Contractor agree to attempt resolution of dispute through direct negotiations.
  2. If such negotiations are not fully successful, the Owner and Contractor agree to request formal nonbinding mediation to be conducted in accordance with rules and procedures governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. The cost for mediation shall be paid equally between Owner and Contractor. Timely submission of the request shall stay the effect of Paragraph 12.01.B. The process shall be concluded within 30 days of filing of the request. The date of termination of the mediation shall be determined by the application of the mediation rules referenced above.
  3. If the dispute remains unresolved after the above steps, the Owner and Contractor reserve the right to proceed to civil litigation.

END OF DOCUMENT 00800

CONTRACTING REQUIREMENTS  
Document 00806 – State Revolving Fund  
Loan Requirements

1.01 Definitions

- A. Agency--The federal or state agency named as such in the Agreement.

1.02 Negotiations of Contract Amendments (Change Orders)

- A. Changes in contract price or time. The contract price or time may be changed only by a change order. When negotiations are required, they shall be conducted in accordance with Subsection c of Section 365.620 (c) (2 & 3) of Procedures for Issuing Loans from the Water Pollution Control Loan Program.
- B. For each change order the contractor shall submit to the loan recipient for review sufficient cost and pricing data to enable the loan recipient to ascertain the necessity and reasonableness of costs and amounts proposed, and the allowability and eligibility of costs proposed.

1.03 Audit; Access to Records

- A. The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on loan work 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 Subsection c of Section 365.620 of Procedures for Issuing Loans from the Water Pollution Control Loan Program and a copy of the cost summary submitted to the Owner. The Illinois Auditor General, the Owner, The Agency or any of their authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Contractor shall provide facilities for access and inspection.
- B. For a formally advertised, competitively awarded, fixed price contract, the contractor shall include access to records as specified in Paragraph 1.03.A above for all negotiated change orders and contract amendments in excess of \$25,000 that affect the contract price. In the case of all other all other prime contracts, the Contractor shall agree to include access to records as specified above in all his contracts and all tier subcontracts or change orders in excess of \$25,000 that are directly related to project performance.
- C. Audits shall be consistent with generally accepted auditing standards in accordance with the American Institute of Certified Public Accountants Professional Standards.
- D. The Contractor shall agree to the disclosure of all information and reports resulting from access to records pursuant to Paragraph 1.03.A 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 shall include the written comments, if any, of the audited parties.

- E. Records under Paragraph 1.03.A above shall be maintained and made available during performance of the work under this loan agreement and for three years after the date of final loan audit. In addition, records that relate to any dispute or litigation or the settlement of claims arising out of any performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after resolution of such dispute, appeal, litigation, claim, or exception.
- F. The right of access will generally be exercised with respect to financial records under:
  - 1. Negotiated prime contracts;
  - 2. Negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
  - 3. Subcontracts or purchase orders under any contract at other than a formally advertised, competitively awarded, fixed price contract.
- G. The right of access will generally not be exercised with respect to a 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:
  - 1. With respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
  - 2. If there is any indication that fraud, gross abuse, or corrupt practices may be involved in the award or performance of the contract or subcontract.

#### 1.04 Covenant Against Contingent Fees

- A. The Contractor shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Owner shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### 1.05 Wage Provisions

- A. The Contractor shall pay prevailing wages in accordance with the Davis Bacon Act (40 USC 276a through 276a-5 as defined by the US Department of Labor. More information and guidance on the Davis-Bacon Wage Rate requirements is available on the IEPA website.

#### 1.06 Debarred or Suspended Provisions

- A. Bidder(s) shall submit a certification of compliance with federal Executive Order 12549 regarding debarment, suspension and other responsibility matters.

- B. A copy of EPA Form 5700-49 that is to be used for the above certification is included with the Proposal forms provided to prospective Bidders in the Bidding Documents.

#### 1.07 Subcontracts Under Construction Contracts

- A. The award or execution of all subcontracts by the Contractor and the procurement and negotiation procedures used by the Contractor shall comply with the following:
  - 1. All applicable provisions of federal, state and local law;
  - 2. All provisions of these specifications regarding fraud and other unlawful or corrupt practices;
  - 3. All provisions of these specifications with respect to access to facilities and records and audit of records.
  - 4. Article 1.06 above requiring a certification of compliance with federal Executive Order 12549 regarding debarment, suspension, and other responsibility matters.

#### 1.08 Contractor Bankruptcy

- A. In the event of a contractor bankruptcy, the Owner shall notify the Agency and shall keep the Agency advised of any negotiations with the bonding company including any proposed settlement. The Agency may participate in those negotiations and will advise the Owner of the impact of any proposed settlement to the loan agreement. The Owner shall be responsible for assuring that every appropriate procedure and incidental legal requirement is observed in advertising for bids and re-awarding a construction contract.

#### 1.09 Remedies

- A. All claims, counter-claims, disputes and other matters in question between the Owner and the Contractor arising out of, or relating to a sub agreement or its breach shall be decided by arbitration if the parties agree, or in a court of competent jurisdiction within the State.

#### 1.10 Access

- A. Agency and its representatives shall have access, during normal business hours or at any time work is being performed, to the premises where any portion of the Work is being performed.
- B. Each contract entered into by the Owner for construction work, and every sub agreement, shall provide Agency representatives with access to the work. The Contractor or subcontractor shall provide facilities for access and inspection. The contract or sub agreement shall also provide that the Agency or any authorized representatives shall have access to any books, documents, papers and records that are pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

1.11 Non-Segregated Facilities

- A. The successful bidder is required to submit a certification of non-segregated facilities as prescribed by 18 USC 1001.
- B. The form that is to be used for the above certification is included in Section 00806A (DBE Forms) in the Bidding Documents.

1.12 Disadvantaged Business Enterprise (DBE) Requirements

- A. Bidders shall provide evidence, including, but not limited to, a copy of the advertisement or advertisements and the record of negotiation, that the contractor has take affirmative steps in accordance with 40 CFR, Part 33 to assure that disadvantaged business enterprises are used when possible as sources of supplies, equipment, construction and services consistent with the provisions of the Agency's Operating Agreement with USEPA.
- B. Additional information regarding DBE requirements is included in Section 00846 (DBE Participation) in the Bidding Documents.

END OF DOCUMENT 00806

**U.S. ENVIRONMENTAL PROTECTION AGENCY**

**CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 that are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Name and Title of Signer (Please type) \_\_\_\_\_

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Firm Name \_\_\_\_\_

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS**

**NONDISCRIMINATION IN EMPLOYMENT**

To: \_\_\_\_\_  
(Name of union or organization of workers)

The undersigned currently holds contract(s) with \_\_\_\_\_  
(name of applicant)

involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contracts(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontracts(s) and Executive Order 11246, as amended.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Contractor or Subcontractor)

\_\_\_\_\_  
(Date)

CONTRACTING REQUIREMENTS  
Document 00810 - Definitions and Format  
Explanation

1.01 DEFINED TERMS

- A. Terms which are defined in the Standard General Conditions of the Construction Contract prepared by the Engineers Joint Contract Documents Committee (2013 Edition) have the meanings assigned to them in the General Conditions.
- B. Terms which are defined in Document 00200 - Instructions to Bidders have the meanings assigned to them in that Document included in this Contract Document by this reference.
- C. Certain additional terms used in Contract Documents are defined generally in this Document.
- D. A substantial amount of specification language constitutes definitions for terms found in other Contract Documents, including Drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon. Definitions and explanations of this Section are not necessarily either complete or exclusive, but are general for work to the extent not stated more explicitly in another provision of contract documents.

1.02 DEFINITIONS

- A. A/E and Architect/Engineer: ENGINEER as defined in Agreement.
- B. Approve: Where used in conjunction with Engineer's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of term "approved" will be held to limitations of Engineer's responsibilities and duties as specified in General and Supplementary Conditions. In no case will "approval" by Engineer be interpreted as a release of Contractor from responsibilities to fulfill requirements of Contract Documents.
- C. Bidding Requirements: The portion of the Bidding Documents consisting of Documents numbered between 00010 and 00499 as listed in the Table of Contents of the Contract Documents.
- D. Contracting Requirements: The portion of the Contract Documents consisting of Documents numbered between 00500 and 01000 as listed in the Table of Contents of the Contract Documents.
- E. Directed, Requested, Etc.: Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted", mean "directed by Engineer", "requested by Engineer", etc. However, no such implied meaning will be interpreted to extend Engineer's responsibility into Contractor's area of construction supervision.
- F. Furnish: Except as otherwise defined in greater detail, term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc. as applicable in each instance.

- G. General Requirements: Provisions or requirements of Division 1 Sections, General Requirements, apply to entire work of Contract and, where so indicated, to other elements which are included in project.
- H. Indicated: A cross-reference to details, notes or schedules on drawings, to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in the contract documents. Where terms such as "shown", "noted", "scheduled", and "specified", are used in lieu of "indicated", it is for purpose of helping reader locate cross-reference, and no limitation is intended except as specifically noted.
- I. Install: Except as otherwise defined in greater detail, term "install" is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.
- J. Installer: Entity (person or firm) engaged by Contractor or its subcontractor or sub-subcontractor for performance of a particular unit of work at project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (installers) be expert in operations they are engaged to perform.
- K. Project Site: Space available to Contractor for performance of work, either exclusively or in conjunction with others performing other work as part of project. Extent of project site is shown on drawings.
- L. Provide: Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.
- M. Testing Laboratory: An independent entity engaged to perform specific inspections or tests of the work, either at project site or elsewhere; and to report and (if required) interpret results of those inspections or tests.

### 1.03 FORMAT AND SPECIFICATION EXPLANATIONS

- A. Specification Production: None of these explanations will be interpreted to modify substance of requirements. Portions of these specifications have been produced by Engineer's standard methods of editing master specifications, and may contain minor deviations from traditional writing formats. Such deviations are a normal result of this production technique and no other meaning will be implied or permitted.
- B. Format Explanation: Format of principal portions of these specifications can be described as follows; although other portions may not fully comply and no particular significance will be attached to such compliance or non-compliance.
  - 1. Sections and Divisions: For convenience, basic unit of specification text is a "section", each unit of which is named and numbered. These are organized "divisions", which are recognized as the present industry-consensus on uniform organization and sequencing of specifications. The section title is not intended to limit meaning or content of section, nor to be fully descriptive of requirements specified therein, nor to be an integral part of text.
  - 2. Section Parts: Each section of specifications has been subdivided into 3 (or less) "parts" for uniformity and convenience (Part 1 - General; Part 2 -

Products; and Part 3 - Execution). These do not limit the meaning of and are not an integral part of text which specifies requirements.

- C. **Underscoring:** Used strictly to assist reader of specification text in scanning text for key words in content (for quick recall). No emphasis on or relative importance of text is intended where underscoring is used.
- D. **Imperative Language:** Used generally in specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by Contractor. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by Contractor, or when so noted, by others.
- E. **Section Numbering:** Used to facilitate cross-references in contract documents. Sections are placed in Project Manual in numeric sequence; however, numbering sequence is not complete, and listing of sections at beginning of Project Manual must be consulted to determine numbers and names of specification sections in contract documents.
- F. **Page Numbering:** Numbered independently for each section; recorded in listing of sections (Index or Table of Contents) in Project Manual. Section number is shown with page number at bottom of each page, to facilitate location of text in Project Manual.
- G. **Project Identification:** Project number of contract documents is recorded at bottom of each page of the specifications to minimize possible misuse of specifications, or confusion with other project specifications.
- H. **Specification Content:** Because of methods by which this project specification has been produced, certain general characteristics of content, and conventions in use of language are explained as follows:
  - 1. **Specifying Methods:** Techniques or methods of specifying to record requirements varies throughout text, and may include "prescriptive", "open generic-descriptive", or "compliance with standards", "performance", "proprietary", or a combination of these. Method used for specifying one unit of work has no bearing on requirements for another unit of work.
  - 2. **Overlapping and Conflicting Requirements:** Where compliance with 2 or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, most stringent requirement is intended and will be enforced, unless specifically detailed language written into Contract Documents (not by way of reference to an industry standard) clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently equal but different requirements, and uncertainties as to which level of quality is more stringent, to Engineer for a decision before proceeding.

- a. Contractor's Option: Except for overlapping or conflicting requirements, where more than one set of requirements are specified for a particular unit of work, option is intended to be Contractor's regardless of whether specifically indicated as such.
- I. Minimum Quality/Quantity: In every instance, quality level or quantity shown or specified is intended as minimum for the work to be performed or provided. Except as otherwise specifically indicated, actual work may either comply exactly with that minimum (within specified tolerances), or may exceed that minimum (within specified tolerances), or may exceed that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimums or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to Engineer for decision before proceeding.
- J. Specialists; Assignments: In certain instances, specification text requires (or at least implies) that specific work be assigned to specialists or expert entities, who must be engaged for performance of those units of work. These must be recognized as special requirements over which Contractor has no choice or option. These assignments must not be confused with (and are not intended to interfere with) normal application of regulations, union jurisdictions and similar conventions. One purpose of such assignments is to establish which party or entity involved in a specific unit of work is recognized as "expert" for indicated construction processes or operations. Nevertheless, final responsibility for fulfillment of entire set of requirements remains with Contractor.
- K. Trades: Except as otherwise indicated, the use of titles such as "carpentry" in specification text, implies neither that the work must be performed by an accredited or unionized tradesperson of corresponding generic name (such as "carpenter"), nor that specified requirements apply exclusively to work by tradespersons of that corresponding generic name.
- L. Abbreviations: Language of specifications and other contract documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted. Actual word abbreviations of self-explanatory nature have been included in texts. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specification requirements with notations on drawings and in schedules. These are defined in Section 01092 - Abbreviations or are frequently defined in section at first instance of use. Trade association names and titles of general standards are frequently abbreviated.
  - 1. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of contract documents so indicates.

END OF DOCUMENT 00810

CONTRACTING REQUIREMENTS  
Document 00821 – Employment of Illinois  
Workers

1.01 EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

- A. With the exception of the Act's requirement of that public works projects "*...constructed or improvement is funded or financed in whole or in part with State funds or funds administered by the State of Illinois.*" the Illinois "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/) shall be implemented by the Contractor, insofar as the act applies, for this project.
- B. Several key provisions of the act are as follows:
1. Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two (2) consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent (5%) as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ at least ninety percent (90%) Illinois laborers.
  2. Illinois laborer means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.
  3. Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Owner.
  4. The Contractor may place no more than three (3) of his/her regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during period of excessive unemployment.
  5. This provision applies to all labor, whether skilled, semi-skilled, or unskilled, whether manual or non-manual.

1.02 CONFLICT BETWEEN STATUTES

- A. In the event there shall arise a conflict between provisions of the "Federal Davis-Bacon Wage Act" and the Illinois "Employment of Illinois Workers on Public Works Act", it is understood and agreed by both parties hereto that the "Federal Davis- Bacon Wage Act" shall govern.

END OF DOCUMENT 00821

CONTRACTING REQUIREMENTS  
Document 00822 – Illinois Works  
Apprenticeship Initiative

1.01 ILLINOIS WORKS JOBS PROGRAM ACT APPRENTICESHIP INITIATIVE

- A. The Illinois “Public Works Project Apprenticeship Goals” (30 ILCS 559/20-20(c); 14 Ill. Admin Code 680.50) shall be implemented by the Contractor, insofar as the act applies, for this project. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less (30 ILCS 559/20-20(a)(2)).
- B. The 10% apprenticeship goal applies to projects being paid for in whole or in part by appropriated capital funds to construct a public work either through a contract or grant issued by a State agency. The State agency funding the project will be responsible for ensuring compliance with the Illinois Works Apprenticeship Initiative for all contracts and grants it administers. This requirement is overseen by the IL Department of Commerce and Economic Opportunity (DCEO).
- C. All loans funded projects exceeding a total project cost of \$500,000 are subject to Illinois Works Jobs Program Act Apprenticeship Initiative requirements. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less
- D. Key forms associated with the act are as follows:
  - 1. Illinois Works Apprenticeship Initiative Periodic Grantee Report, submitted periodically (monthly) by Grantee and Contractor.
  - 2. Illinois Works Jobs Program Act Apprenticeship Initiative – Budget Supplement for Public Works projects funded by state appropriated capital funds, submitted once by the Grantee.
  - 3. Illinois Works Jobs Program Act Request for Waiver or Reduction of Public Works Project Apprenticeship Goals to request a goal reduction or waiver of requirements.
  - 4. Illinois Works Jobs Program Act Certification of Compliance with Public Works Project Apprenticeship Goals – Grantees, contractors and subcontractors shall submit the completed form to the agency administering the contract or grant and to the IL DCEO via email to [CEO.ILWorks@illinois.gov](mailto:CEO.ILWorks@illinois.gov)

1.02 CONFLICT BETWEEN STATUTES

- A. In the event there shall arise a conflict between provisions of the “Federal Davis-Bacon Wage Act” and the “Illinois Works Jobs Program Act”, it is understood and agreed by both parties hereto that the “Federal Davis- Bacon Wage Act” shall govern.

END OF DOCUMENT 00822

CONTRACTING REQUIREMENTS  
Document 00825 – Davis-Bacon Wages

1.01 FEDERAL DAVIS-BACON WAGE ACT

- A. The Davis-Bacon Wage Act stipulates that Contractors and Contractor's subcontractors for this Public Building or Works Contracts shall pay to all laborers, workmen, and mechanics performing work under this Contract not less than the current local prevailing rate of wages as determined by the U.S. Secretary of Labor for the county where the work is performed.
- B. Contractor shall prominently post the current General Decision of Davis-Bacon Wages at the project site.
- C. The Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Owner. The certified payroll shall consist of records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which states that:
  - 1. Such records are true and accurate;
  - 2. The hourly rate paid to each worker is not less than the Davis-Bacon rate of hourly wages required; and
  - 3. The Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

The Owner is required to keep the certification records submitted for a period of not less than three years. Furthermore, these records, except an employee's address, telephone number, and social security number, shall be made available in accordance with the Freedom of Information Act.

1.02 SCHEDULE OF PREVAILING WAGES

- A. Copies of the current General Decision of Davis-Bacon Wages for the county where the work is performed are available from:
  - 1. <https://www.wdol.gov/dba.aspx>
  - 2. U.S. Department of Labor  
(866) 4-USA-DOL (866-487-2365)
  - 3. U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division  
Washington, D.C. 20210

### 1.03 CHANGES IN DAVIS-BACON WAGES

- A. Contractor shall notify immediately in writing all subcontractors, etc. of all changes in the general decision of Davis-Bacon Wages.
- B. Contractor shall bear all increases in cost due to changes in the general decision of Davis-Bacon Wages or labor law during the bidding period and the term of the Contract without any change in the Contract Price.
- C. Change Orders shall be based on the general decision of Davis-Bacon Wages that is applicable at the time that the Change Order work is scheduled to be performed.

### 1.04 DAVIS-BACON REQUIREMENTS

BIDDER certifies that wages paid in connection with the PROJECT shall be paid at prevailing rates not less than those prevailing under the Davis-Bacon Wage Act. Bidder further certifies that the provisions contained in the following clauses will be exercised in the performance of any contract resulting from this BID and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in the BID as follows:

#### (1) *Minimum wages.*

- (i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).
- (ii) (A) The sub-recipient, on behalf of USEPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage

determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sub-recipient to IEPA. IEPA shall forward the report to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

(C) In the even the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub-recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), IEPA shall refer the questions, including the views of all interested parties and the recommendation of the sub-recipient, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) *Withholding.* The sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the sub-recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.*

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the sub-recipient. Such documentation shall be available upon request of IEPA or USEPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site [<https://www.dol.gov/whd/forms/index.htm>]. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub-recipient, for transmission to the IEPA, USEPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub-recipient.  
(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, USEPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) *Apprentices and trainees*
- (i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid no less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by form certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA may by appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) *Compliance with Davis Bacon and Related Act requirements.* All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) *Certification of eligibility.*
- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be

awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).

- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

### **Contract Work Hours and Safety Standards Act**

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The sub-recipient, shall upon its own action or upon written request of the USEPA award official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the IEPA, USEPA and the Department of

Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

### **Compliance Verification**

- (1) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from USEPA on request.
- (2) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the sub recipient must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (3) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors and subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the sub recipient must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (4) The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S. Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (5) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the USEPA DB contact listed above and to the appropriated DOL Wage and Hour District Office listed at <http://www.dol.gov/whd>".

"General Decision Number: IL20210017 09/24/2021

Superseded General Decision Number: IL20200017

State: Illinois

Construction Types: Heavy and Highway

Counties: Bond, Calhoun, Clinton, Greene, Jersey, Macoupin, Madison, Monroe, Montgomery, St Clair and Washington Counties in Illinois.

MACOUPIN (upper 1/2) & MONTGOMERY (upper 1/2, INCLUDING WAGGONER, STANDARD CITY, & NORTH THEREOF) COUNTIES:

HEAVY CONSTRUCTION PROJECTS (including Sewer & Water Line Construction & Drainage Projects) & HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, and railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction, other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a

classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021
1	01/15/2021
2	02/05/2021
3	02/26/2021
4	04/02/2021
5	04/23/2021
6	06/11/2021
7	07/23/2021
8	08/06/2021
9	09/17/2021
10	09/24/2021

CARP0270-015 05/01/2017

	Rates	Fringes
CARPENTER.....	\$ 32.15	25.97

PILEDRIVERMAN.....\$ 33.15 25.97

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CARP0270-023 05/15/2020

GREENE COUNTY

	Rates	Fringes
CARPENTER.....	\$ 35.05	28.57
PILEDRIVERMAN.....	\$ 35.05	28.57

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CARP0500-001 05/01/2021

CLINTON, MONROE, and WASHINGTON COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 41.36	18.90

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CARP0500-003 05/01/2021

ST. CLAIR COUNTY

	Rates	Fringes
Carpenter and Piledriver.....	\$ 41.36	18.90

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CARP0664-003 05/01/2021

MADISON COUNTY

	Rates	Fringes
Carpenter and Piledriver.....	\$ 41.36	18.90

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CARP0664-006 05/01/2021

BOND, CALHOUN, and JERSEY COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 41.36	18.90

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 ELEC0146-012 06/01/2021

MONTGGOMERY COUNTY (East of Butler Grove, Grisham, Hillsboro & Raymond Twps)

	Rates	Fringes
ELECTRICIAN.....	\$ 40.20	19.81

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 ELEC0193-003 06/02/2021

MACOUPIN (Barr, Girard, Nilwood, North & South Otter, North & South Palmyra aand Virden Twps), AND MONTGOMERY (Bois D' Arc, Harvel and Pitman Twps) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 38.41	5%+18.65

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 ELEC0193-011 04/05/2021

MACOUPIN (Townships of Scottville, North Palmyra, North Otter, Virden, Girard, Barr, South Palmyra, South Otter, and Nilwood) and MONTGOMERY (Townships of Bois D'Arc, Pitman, and Harvel) COUNTIES

	Rates	Fringes
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Line Construction

Groundman - Equipment Operator (Class I, all crawler type equipment larger than D-4, 15 ton crane or larger).....	\$ 50.85	29.5%+6.75
Groundman - Truck Driver (with winch, may operate diggers, 5th wheel type trucks, crawler-type equipment, D-4 and smaller, backhoe 3/4 yard and under, rubber tire and crawler w/end loader, and may drive bucket truck and live boom type line trucks).	\$ 38.56	29.5%+6.75
Groundman - Truck Driver (without winch).....	\$ 36.31	29.5%+6.75
Groundman (Class A).....	\$ 34.54	29.5%+6.75
Lineman & Substation Tech....	\$ 56.60	29.5%+6.75

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 ELEC0309-002 12/07/2020

BOND (Westside), CLINTON, GREENE (ALL WORK PERFORMED ON THE ILLINOIS POWER COMPANY PROPERTY), JERSEY (ALL WORK PERFORMED ON THE ILLINOIS POWER COMPANY PROPERTY), MACOUPIN (EXCEPT North 1/3 & Southwest Corner), MADISON (EXCEPT East ALTON, ALTON, WOOD RIVER & HARTFORD), MONROE, MONTGOMERY (East of ROUNDTREE, IRVING & East FORK TWP.), RANDOLPH (PORTION OF RED BUD TOWNSHIP), ST. CLAIR, and WASHINGTON (OKAWVILLE & VENEDY TWPS.) COUNTIES

	Rates	Fringes
LINE CONSTRUCTION		
Cable Splicer; Lineman		
Welder.....	\$ 59.42	43.12%
Groundman Equipment		

Operator.....	\$ 49.22	43.12%
Groundman Truck Driver.....	\$ 40.17	43.12%
Groundman.....	\$ 36.74	43.12%
Lineman.....	\$ 56.59	43.12%

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\* ELEC0309-003 08/30/2021

BOND (Western Half), CLINTON (EXCLUDES HUEY, HOFFMAN, & VIC.), MACOUPIN (EXCLUDES BRIGHTON TWP., ATHENVILLE, SCOTTVILLE, GIRARD & AREA N. THEREOF), MADISON (EXCLUDES ALTON, E. ALTON, HARTFORD & WOOD RIVER), MONROE, MONTGOMERY (WEST OF BUTLER GROVE, GRISHAM, HILLSBOROUGH & RAYMOND TWPS), ST. CLAIR and WASHINGTON (VENEDY TWP) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.09	57.96%

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ELEC0649-002 01/06/2020

CALHOUN, GREENE, JERSEY, MACOUPIN (SOUTHWEST CORNER), AND MADISON (E. ALTON, ALTON, WOOD RIVER & HARTFORD) COUNTIES

	Rates	Fringes
Line Construction		
BLASTER.....	\$ 53.45	29%+9.25
EQUIPMENT OPERATOR.....	\$ 45.78	29%+9.25
GROUNDMAN - TRUCK DRIVER W/WINCH.....	\$ 34.18	29%+9.25
GROUNDMAN - TRUCK DRIVER WO/WINCH.....	\$ 30.18	29%+9.25
GROUNDMAN.....	\$ 29.38	29%+9.25
LINEMAN; AND LINEMAN HOLE BORING MACHINE OPERATOR.....	\$ 53.45	29%+9.25

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ELEC0649-008 12/28/2020

CALHOUN, GREEN, JERSEY, MACOUPIN (SOUTHWEST CORNER), AND  
MADISON (ALTON, E. ALTON, HARTFORD & WOOD RIVER) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 45.14	24.60
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\* ELEC0702-002 01/03/2021

ALEXANDER, CLAY, CRAWFORD, EDWARDS, EFFINGHAM, FRANKLIN,  
FAYETTE (Excludes portion North Avena), GALLATIN, HAMILTON,  
HARDIN, JACKSON, JASPER, JEFFERSON, JOHNSON, LAWRENCE, MARION,  
MASSAC, PERRY, POPE, PULASKI, RANDOLPH (Except Red Bud Twps),  
RICHLAND, SALINE, UNION, WABASH, WAYNE, WHITE, AND WILLIAMSON  
COUNTIES;  
CLARK, COLES (Southern Half), CUMBERLAND, MOULTRIE (Whitley  
TWP), and SHELBY (Except West of Holland, Prairie, Richland, &  
Windsor TWPS) COUNTIES;  
BOND (Eastern Half), and WASHINGTON (OKAWVILLE & VENDY TWPS)  
COUNTIES

	Rates	Fringes
Line Construction		
Groundman - Class A.....	\$ 33.27	29%+8.00
Groundman - Equipment Operator Class II (all other equipment).....	\$ 40.51	29%+8.00
Heavy - Equipment Operator Class I (all crawler type equipment D-4 and larger)...	\$ 45.43	29%+8.00
Lineman.....	\$ 57.09	29%+8.00
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ELEC0702-017 01/01/2021

BOND (Eastern Half), CLINTON (Huey, Hoffman, & Vicinity), AND WASHINGTON (Except Venedy TWP) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 46.02	24.32

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ENGI0520-005 08/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 01.....	\$ 36.20	31.35
Group 02.....	\$ 35.07	31.35
Group 03.....	\$ 30.59	31.35
Group 04.....	\$ 30.65	31.35
Group 05.....	\$ 30.32	31.35
Group 06.....	\$ 38.75	31.35
Group 07.....	\$ 39.05	31.35
Group 08.....	\$ 39.33	31.35
Group 09.....	\$ 37.20	31.35
Group 10.....	\$ 38.20	31.35
Group 11.....	\$ 38.20	31.35
Group 12.....	\$ 39.20	31.35

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Cranes, Draglines, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, Screws on Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines, or Backfiller, Cherrypickers, overhead Cranes, Roller, Steam or Gas, Concrete Pavers, Excavator Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, DerrickType Drills, Boat Operators, Motor Graders or

Pushcats, Scoops or Toumapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than derrick type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (two), Air Compressors (two) Water Pumps, regardless of size (two), Welding Machines (two), Siphons or Jets (two), Winch Head or Apparatuses (two), Light Plants (two), Waterblasters (two), all Tractors, regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (one), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, concrete saws of all types and sizes with their attachments, gobhoppers, excavators all sizes, the repair, greasing, and fueling of all diesel hammers, the operation, set-up and cleaning of bidwells, concrete placement booms, the alterations, repair of all barges, water blasters of all sizes and their clutches, mobile lifts, hydraulic jacks where used for hoisting, diesel or gas powered flashing signs used for traffic control, micro pavers, log skidders, iceolators used on and off of pipeline, condor cranes, drill rigs of all sizes, bow boats, survey boats, ross carriers, bob-cats and all their attachments, skid steer loaders and all their attachments, creter crane, direct drive electric motors the bolting and unbolting the adjusting and shimming, (dewatering jobs, whirley crane, conveyor belts) etc., batch plants (all sizes), roto mills, conveyors systems of any size and any configuration, hydroseeders and strawblowers all sizes, operation, repair,

service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, grout machines regardless of size, Nail launchers when mounted on a machine or self-propelled, con-cover machines, Goldhofer and similar S.P.M.T. (self-propelled modular transpmiers) heavy transport units and all Operators (except those listed below).

Group 2: Assistant Operators

GROUP 3: Air Compressor One; Water Pump regardless of size One; Welding Machine One; 1-Bag Mixer One; Conveyor One; Siphon or Jet; Light Plant One; Heater One; Immobile Track Air One

GROUP 4: Firemen on Whirlies and Asphalt Spreader Oiler; Heavy Equipment Oilers; Truck Cranes; Monigans; Large over 65 tons capacity; Concrete Plant Oiler and Black Top Plant Oiler

GROUP 5: Oilers

GROUP 6: Operators on equipment with Booms, including Jibs, 100 ft and over, but less than 150 ft

GROUP 7: Operators on equipment with Booms, including Jibs, 150 ft and over, but less than 200 ft

GROUP 8: Operators on equipment with Boomns, including Jibs, 200 ft and over; Tower Cranes, and Whirley Cranes

GROUP 9: Certified crane Operators, Below 17.5 tons, when

requested by the Contractor or required by the Owner.

GROUP 10: Certified crane Operators 17.5 tons and above,  
when

requested by the Contractor or required by the Owner.

GROUP 11: Master Mechanic

GROUP 12: Licensed Boat Pilot

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ENGI0520-012 08/01/2017

INCLUDING BUILDING CONSTRUCTION ON HEAVY INDUSTRIAL SITES &  
HEAVY CONSTRUCTION EXCEPT DREDGING AND RIVER WORK

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 01.....	\$ 37.70	31.35
Group 02.....	\$ 36.57	31.35
Group 03.....	\$ 32.09	31.35
Group 04.....	\$ 32.15	31.35
Group 05.....	\$ 31.82	31.35
Group 06.....	\$ 40.25	31.35
Group 07.....	\$ 40.55	31.35
Group 08.....	\$ 40.83	31.35
Group 09.....	\$ 38.70	31.35
Group 10.....	\$ 39.70	31.35
Group 11.....	\$ 39.70	31.35
Group 12.....	\$ 40.70	31.35

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Cranes, Draglines, Shovels, Skimmer Scoops,  
Clamshells or Derrick Boats, Pile Drivers, Crane-Type  
Backhoes, Asphalt Plant Operators, Concrete Plant  
Operators, Dredges, Asphalt Spreading Machines, Screws on  
Asphalt Spreading Machines, All Locomotives, Cable Ways or  
Tower Machines, Hoists, Hydraulic Backhoes, Ditching  
Machines, or Backfiller, Cherrypickers, overhead Cranes,

Roller, Steam or Gas, Concrete Pavers, Excavator Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than derrick type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (two), Air Compressors (two) Water Pumps, regardless of size (two), Welding Machines (two), Siphons or Jets (two), Winch Head or Apparatuses (two), Light Plants (two), Waterblasters (two), all Tractors, regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (one), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair, greasing, and fueling of all diesel hammers, the operation, set-up and cleaning of bidwells, concrete placement booms, the alterations, repair of all barges, water blasters of all sizes and their clutches, mobile lifts, hydraulic jacks where used for hoisting, diesel or gas powered flashing signs used for traffic control, micro pavers, log skidders, iceolators used on and off of pipeline, condor cranes, drill rigs of all sizes, bow boats, survey boats, ross carriers, bob-cats and all their attachments, skid steer loaders and all their attachments, creter crane, direct drive electric motors the bolting and unbolting the

adjusting and shimming, (dewatering jobs, whirley crane, conveyor belts) etc., batch plants (all sizes), roto mills, conveyors systems of any size and any configuration, hydroseeders and straw-blowers all sizes, operation, repair, service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, grout machines regardless of size, Nail Launchers when mounted on a machine or self-propelled, con-cover machines, Goldhofer and similar S.P.M.T. (self-propelled modular transporters) heavy transport units and all Operators (except those listed below).

GROUP 2: Assistant Operators

GROUP 3: Air Compressors (one), Water Pumps, regardless of size (one), Water-blasters (one), Welding Machine (one), Mixers (one bag), Conveyor (one), Siphon or Jet (one), Light Plant (one), Heater (one), Immobile Track Air (one), and Self-Propelled Walk Behind Rollers.

GROUP 4: Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant oiler and Creter Crane Oiler (when required), barge tenders, oilers on drill rigs used for caisson or for pile driving.

GROUP 5: Oilers

GROUP 6: Operators on equipment with Booms, including Jibs, 100 ft and over, but less than 150 ft

GROUP 7: Operators on equipment with Booms, including Jibs,

150 ft and over, but less than 200 ft

GROUP 8: Operators on equipment with Booms, including  
Jibs,  
200 ft and over; Tower Cranes, and Whirley Cranes

GROUP 9: Certified crane Operators, Below 17.5 Tons, when  
requested by the Contractor or required by the Owner

GROUP 10: Celiified crane Operators 17.5 Tons and above,  
when  
requested by the Contractor or required by the Owner

GROUP 11: Master Mechanic

GROUP 12: Licensed Boat Pilot

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IRON0046-006 08/01/2021

GREENE (NORTHERN HALF), MACOUPIN (NORTH OF SUMMERVILLE), AND  
MONTGOMERY (NORTH OF LITCHFIELD & HILLSBORO) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 34.92	29.63

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\* IRON0392-003 08/01/2021

BOND, CALHOUN, CLINTON, GREENE (SOUTHERN HALF), JERSEY,  
MACOUPIN (SUMMERVILLE & SOUTH THEREOF), MADISON, MONROE,  
MONTGOMERY (LITCHFIELD, HILLSBORO, & SOUTH THEREOF), ST.  
CLAIR,  
and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.50	29.38

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IRON0396-006 01/02/2012

BRIDGES, LOCKS, and DAMS ON THE MISSISSIPPI RIVER

	Rates	Fringes
IRONWORKER.....	\$ 31.98	19.11

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LABO0044-001 08/01/2017

MADISON COUNTY (Southwest)

	Rates	Fringes
LABORER		
Group 1.....	\$ 25.76	27.48
Group 2.....	\$ 26.26	27.48
Group 3.....	\$ 27.26	27.48

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

    GROUP 2 - Asbestos Abatement Worker and Hazardous Waste  
    Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

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LABO0044-002 08/01/2017

MADISON COUNTY (GLEN CARBON)

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 25.76	27.48
GROUP 2.....	\$ 26.26	27.48
GROUP 3.....	\$ 27.26	27.48

LABORERS CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Brick Mason and Plasterer Tenders.

GROUP 3 - Dynamite and Powder Men.

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LABO0100-001 08/01/2017

ST CLAIR COUNTY (East St. Louis, Alcoa, Brooklyn, Cahokia, Caseyville, Centreville, Dupo, Fairmont City, French Village, Midway, Maplewood, National City)

	Rates	Fringes
LABORERS		
Group 1.....	\$ 30.79	22.45
Group 2.....	\$ 31.29	22.45
Group 3.....	\$ 32.29	22.45

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

    GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker, Hod Carrier

GROUP 3 - Dynamite Man

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LABO0196-001 08/01/2017

MONROE COUNTY

	Rates	Fringes
LABORERS		
Group 1.....	\$ 27.66	25.58

Group 2.....\$ 28.16 25.58

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker; Dynamite Man

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LABO0218-001 08/01/2017

BOND (Greeneville), CALHOUN (Hardin), GREENE (Roadhouse), JERSEY (Jerseyville), and MADISON (Alton) COUNTIES

	Rates	Fringes
LABORERS		
Group 1.....	\$ 30.59	22.65
Group 2.....	\$ 31.09	22.65
Group 3.....	\$ 32.09	22.65

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

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LABO0218-004 08/01/2017

JERSEY COUNTY (Jerseyville)

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 30.59	22.65
GROUP 2.....	\$ 31.09	22.65

GROUP 3.....\$ 32.09 22.65

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Brick Mason and Plasterer Tenders.

GROUP 3 - Dynamite and Powder Men.

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LABO0218-005 08/01/2017

GREENE COUNTY (Roadhouse)

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 30.59	22.65
GROUP 2.....	\$ 31.09	22.65
GROUP 3.....	\$ 32.09	22.65

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Brick Mason and Plasterer Tenders.

GROUP 3 - Dynamite and Powder Men.

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LABO0218-006 08/01/2017

CALHOUN COUNTY (Hardin)

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 30.59	22.65
GROUP 2.....	\$ 31.09	22.65
GROUP 3.....	\$ 32.09	22.65

LABORERS CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Brick Mason and Plasterer Tenders.

GROUP 3 - Dynamite and Powder Men.

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LABO0338-002 08/01/2017

MADISON COUNTY (Wood River)

	Rates	Fringes
LABORERS		
Group 1.....	\$ 30.13	23.11
Group 2.....	\$ 30.63	23.11
Group 3.....	\$ 31.63	23.11

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

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LABO0397-001 08/01/2017

MADISON COUNTY (Southeast)

	Rates	Fringes
LABORERS		
Group 1.....	\$ 30.79	22.45
Group 2.....	\$ 31.29	22.45
Group 3.....	\$ 32.29	22.45

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

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LABO0397-002 08/01/2017

MADISON COUNTY (GRANITE CITY and Vicinity)

	Rates	Fringes
LABORERS		
Group 1.....	\$ 30.79	22.45
Group 2.....	\$ 31.29	22.45
Group 3.....	\$ 32.29	22.45

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

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LABO0397-003 08/01/2017

MADISON COUNTY (Edwardsville, Marine, and Livingston)

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 30.79	22.45
GROUP 2.....	\$ 31.29	22.45
GROUP 3.....	\$ 32.29	22.45

LABOREER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 3 - Brick Mason and Plasterer Tenders.

GROUP 4 - Dynamite and Powder Men.

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LABO0459-001 08/01/2017

ST. CLAIR COUNTY (South)

	Rates	Fringes
LABORERS		
Group 1.....	\$ 28.63	24.61
Group 2.....	\$ 29.13	24.61
Group 3.....	\$ 30.13	24.61

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

    GROUP 2 - Asbestos Abatement Worker and Hazardous Waste  
    Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

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LABO0459-004 08/01/2017

ST. CLAIR COUNTY (Belleville)

	Rates	Fringes
Hod Carrier.....	\$ 29.13	24.61

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LABO0581-002 08/01/2017

CLINTON COUNTY (Carlyle)

	Rates	Fringes
LABORERS		
Group 1.....	\$ 26.46	26.78
Group 2.....	\$ 26.96	26.78

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker; Dynamite Man

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LABO0622-002 08/01/2017

BOND COUNTY (Greenville)

	Rates	Fringes
LABORERS		
Group 1.....	\$ 26.50	26.74
Group 2.....	\$ 27.00	26.74
Group 3.....	\$ 28.00	26.74

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

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LABO0622-003 08/01/2017

BOND COUNTY (Except the Northside)

	Rates	Fringes
LABORERS		

GROUP 1.....	\$ 26.50	26.74
GROUP 2.....	\$ 27.00	26.74
GROUP 3.....	\$ 28.00	26.74

LABORER CLASSIFICATIONS

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

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LAB00670-001 08/01/2017

ST CLAIR (O'Fallon, Scott Air Force Base, Shiloh, Lebanon & Vincinity), CLINTON (Trenton & Vicinity), and MADISON (Troy) COUNTIES

Rates Fringes

LABORERS

Group 1.....	\$ 28.05	25.19
Group 2.....	\$ 28.55	25.19
Group 3.....	\$ 29.55	25.19

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

Group 3 - Dynamite Man

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LAB00670-004 08/01/2017

MADISON COUNTY (St. Jacob)

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 28.05	25.19
GROUP 2.....	\$ 28.55	25.19
GROUP 3.....	\$ 29.55	25.19

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Brick Mason and Plasterer Tenders.

GROUP 3 - Dynamite and Powder Men.

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LAB00674-001 08/01/2002

MADISON COUNTY (St. Jacob)

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.45	1.60
GROUP 2.....	\$ 29.70	1.60
GROUP 3.....	\$ 29.95	1.60
GROUP 4.....	\$ 29.45	1.60

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Work in Septic tanks, cess pools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted material; Raking or luting asphalt; Burning or cutting with torch; Working on Bottom of Sewer Trenches on Final Grading, Laying or Caulking of performed sectional Sewer Pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of

cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives

GROUP 3 - Brick Mason and Plasterer Tenders.

GROUP 4 - Dynamite and Powder Men.

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LABO0742-001 08/01/2017

ST. CLAIR (Mascoutah) and CLINTON (New Baden) COUNTIES

	Rates	Fringes
LABORERS		
Group 1.....	\$ 26.37	26.87
Group 2.....	\$ 26.87	26.87
Group 3.....	\$ 27.87	26.87

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

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LABO0968-001 08/01/1997

CALHOUN COUNTY (Hardin)

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 25.80	.60
GROUP 2.....	\$ 26.05	.60
GROUP 3.....	\$ 26.30	.60
GROUP 4.....	\$ 27.325	.60

LABORERS CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Work in Septic tanks, cess pools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted material; Ranking or luting asphalt; Burning or cutting with torch; Working on Bottom of Sewer Trenches on Final Grading, Laying or Caulking or performed sectional Sewer Pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives

GROUP 3 - Brick Mason and Plasterer Tenders.

GROUP 4 - Dynamite and Powder Men.

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LABO1084-001 08/01/2017

BOND (Sorento) and MONTGOMERY COUNTIES

	Rates	Fringes
LABORERS		
Group 1.....	\$ 25.74	27.50
Group 2.....	\$ 26.24	27.50
Group 3.....	\$ 27.24	27.50

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

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PAIN0058-002 05/01/2017

	Rates	Fringes
PAINTER (Bridge).....	\$ 32.45	17.12
Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium		

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PLAS0090-001 08/01/2018

BOND, CALHOUN, CLINTON (WESTERN HALF EAST TO BUT NOT INCLUDE  
CARYLE), GREENE, JERSEY, MACOUPIN, MADISON, MONROE,  
MONTGOMERY,  
and ST. CLAIR COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	34.50	24.75

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PLAS0090-005 08/01/2018

Clinton County

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	34.50	24.75

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PLAS0143-007 04/01/2016

WASHINGTON COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	36.43	20.87

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TEAM0050-006 05/01/2020

BOND. CLINTON, MONROE, ST CLAIR, WASHINGTON COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 39.04	20.63
Group 2.....	\$ 39.60	20.63
Group 3.....	\$ 39.91	20.63
Group 4.....	\$ 40.25	20.63
Group 5.....	\$ 41.33	20.63

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

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TEAM0525-004 05/01/2019

CALHOUN, GREENE (South of a direct line that extends East from Pike County through Hillview/Whitehall to Macoupin County), JERSEY, MACOUPIN, MADISON, MONTGOMERY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 38.17	19.85
Group 2.....	\$ 38.71	19.85
Group 3.....	\$ 39.01	19.85
Group 4.....	\$ 39.34	19.85
Group 5.....	\$ 40.39	19.85

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated

dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

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TEAM0916-004 05/01/2019

GREENE (North of a direct line that extends East from Pike County through Hillview/Whitehall to Macoupin County) COUNTY

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 38.17	19.85
Group 2.....	\$ 38.71	19.85
Group 3.....	\$ 39.01	19.85
Group 4.....	\$ 39.34	19.85
Group 5.....	\$ 40.39	19.85

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity;

winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles  
or  
more combination units; drivers on water pulls; articulated  
dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing  
while employed on hazardous waste work.

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
for Federal Contractors applies to all contracts subject to  
the  
Davis-Bacon Act for which the contract is awarded (and any  
solicitation was issued) on or after January 1, 2017. If this  
contract is covered by the EO, the contractor must provide  
employees with 1 hour of paid sick leave for every 30 hours  
they work, up to 56 hours of paid sick leave each year.  
Employees must be permitted to use paid sick leave for their  
own illness, injury or other health-related needs, including  
preventive care; to assist a family member (or person who is  
like family to the employee) who is ill, injured, or has other  
health-related needs, including preventive care; or for  
reasons  
resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination

- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

END OF DOCUMENT 00825

CONTRACTING REQUIREMENTS  
Document 00830 - Tax Exemptions

1.01 SUMMARY

- A. This document amends the provisions in Paragraph 7.09 (Taxes) of Document 00700 – Standard General Conditions.

1.02 ILLINOIS SALES TAX EXEMPTION

- A. All materials incorporated in the Work under this Contract exempt from the State of Illinois Sales Tax.
- B. OWNER will provide evidence of tax exempt status to Contractor after award of Contract.
- C. Contractor shall be responsible for providing evidence of tax exempt status to subcontractors performing portions of the Work and suppliers of materials incorporated in the Work.

END OF DOCUMENT 00830

CONTRACTING REQUIREMENTS  
Document 00842 – Equal Opportunity  
Requirements

- 1.01 Summary
  - A. This document supplements the provisions of Laws and Regulations of Document 00700 – General Conditions.
- 1.02 Bidder and Contractor shall comply with federal Executive Order 11246, as amended (refer to the NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY that follows on page 2).
- 1.03 The requirements for Bidder and Contractor under this order are explained in 41 CFR 60-4.
- 1.04 A copy of 41 CFR 60-4 is provided in Document 00842A.

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NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY  
(EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	<b>14.7%</b>	<b>6.9%</b>

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 80-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the covered area is Madison County, Illinois.

END OF DOCUMENT 00842

**41 CFR 60-4**

**60-4.1 Scope and Application.**

This part applies to all contractors and subcontractors that hold any Federal or federally assisted construction contract in excess of \$10,000. The regulations in this part are applicable to all of a construction contractor's or subcontractor's construction employees who are engaged in on site construction including those construction employees who work on a non-Federal or non- federally assisted construction site. This part also establishes procedures, which all Federal contracting officers and all applicants, as applicable, shall follow in soliciting for and awarding Federal or federally assisted construction contracts. Procedures also are established which administering agencies shall follow in making any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of Executive Order 11246, as amended. In addition, this part applies to construction work performed by construction contractors and subcontractors for Federal non-construction contractors and subcontractors if the construction work is necessary in whole or in part to the performance of a non-construction contract or subcontract.

[43 FR 49254, OCT. 20, 1978; 43 FR 51404, NOV. 3, 1978]

**60-4.2 Solicitations.**

(a) All Federal contracting officers and all applicants shall include the notice set forth in paragraph (d) of this section and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in § 60-4.3 of this part in all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of the part. Administering agencies shall require the inclusion of the notice set forth in paragraph (d) of this section and the specifications set forth in § 60-4.3 of this part as a condition of any grant, contract, subcontract, loan, insurance or guarantee involving federally assisted construction covered by this Part 60-4.

(b) All non-construction contractors covered by Executive Order 11246 and the implementing regulations shall include the notice in paragraph (d) of this section in all construction agreements, which are necessary in whole or in part to the performance of the covered non- construction contract.

(c) Contracting officers, applicants and non-construction contractors shall given written notice to the Director within 10 working days of award of a contract subject to these provisions. The notification shall include the name, address and telephone number of the contractor; employer identification number; dollar amount of the contract, estimated starting and completion dates of the contract; the contract number; and geographical area in which the contract is to be performed.

(d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part (see 41 CFR 60-4.2(a)):

**Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)**

1. The Offeror or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time- tables	Goals for minority participation for each trade	Goals for female participation in each trade
	Insert goals for each year.	Insert goals for each year.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978, AS AMENDED AT 45 FR 65977, OCT. 3, 1980]

### **60-4.3 Equal Opportunity Clauses.**

(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60- 1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

### **Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)**

1. As used in these specifications:

**a.** "Covered area," means the geographical area described in the solicitation from which this contract resulted:

**b.** "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

**c.** "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

**d.** "Minority" includes:

**(i)** Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

**(ii)** Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

**(iii)** Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

**(iv)** American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and

compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

**4.** The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

**5.** Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.

**6.** In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, the Contractor must employ such apprentices and trainees during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

**7.** The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

**a.** Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

**b.** Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

**c.** Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the

Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore; along with whatever additional actions the Contractor may have taken.

**d.** Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

**e.** Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

**f.** Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

**g.** Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

**h.** Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

**i.** Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

**j.** Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

**k.** Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

**l.** Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

**m.** Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

**n.** Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

**o.** Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

**p.** Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

**8.** Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

**9.** A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

**10.** The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

**11.** The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

**12.** The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

**13.** The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the

Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

**14.** The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

**15.** Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978, AS AMENDED AT 45 FR 65978, OCT. 3, 1980]

#### **60-4.4 Affirmative Action Requirements.**

(a) To implement the affirmative action requirements of Executive Order 11246 in the construction industry, the Office of Federal Contract Compliance Programs previously has approved affirmative action programs commonly referred to as "Hometown Plans," has promulgated affirmative action plans referred to as "Imposed Plans" and has approved "Special Bid Conditions" for high impact projects constructed in areas not covered by a Hometown or an Imposed Plan. All solicitations for construction contracts made after the effective date of the regulations in this part shall include the notice specified in § 60-4.2 of this part and the specifications in § 60-4.3 of this part in lieu of the Hometown and Imposed Plans including the Philadelphia Plan and Special Bid Conditions. Until the Director has issued an order pursuant to

§ 60-4.6 of this part establishing goals and timetables for minorities in the appropriate geographical areas or for a project covered by Special Bid Conditions, the goals and timetables for minorities to be inserted in the Notice required by 41 CFR 60-4.2 shall be the goals and timetables contained in the Hometown Plan, Imposed Plan or Special Bid Conditions presently covering the respective geographical area or project involved.

(b) Signatories to a Hometown Plan (including heavy highway affirmative action plans) shall have 45 days from the effective date of the regulations in this part to submit under such a Plan (for the director's approval) goals and timetables for women and to include female representation on the Hometown Plan Administrative Committee. Such goals for female representation shall be at least as high as the goals established for female representation in the notice issued pursuant to 41 CFR 60-4.6. Failure of the signatories, within the 45-day period, to include female representation and to submit goals for women or a new plan, as appropriate, shall result in an

automatic termination of the Office of Federal Contract Compliance Program's approval of the Hometown Plan. At any time the Office of Federal Contract Compliance Programs terminates or withdraws its approval of a Hometown Plan, or when the plan expires and another plan is not approved, the contractors signatory to the plan shall be covered automatically by the specifications set forth in § 60-4.3 of this part and by the goals and timetables established for that geographical area pursuant to § 60-4.6 of this part.

#### **60-4.5 Hometown Plans.**

(c) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: *Provided*, That each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables. If a contractor is not participating in an approved Hometown Plan it shall comply with the specifications set forth in § 60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the notice required by 41 CFR 60-4.2 with regard to that trade. For the purposes of this part 60-4, a contractor is not participating in a Hometown Plan for a particular trade if it:

- (1) Ceases to be signatory to a Hometown Plan covering that trade;
  - (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
  - (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations, which are not or cease to be signatories to the same Hometown Plan for that trade;
  - (4) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
  - (5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
  - (6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.
- (a) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provision of the Hometown Plan.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978]

#### **60-4.6 Goals and Timetables.**

The Director, from time to time, shall issue goals and timetables for minority and female

utilization, which shall be based on appropriate workforce, demographic, or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

[45 FR 65978, OCT. 3, 1980]

#### **60-4.7 Effect on Other Regulations.**

The regulations in this part are in addition to the regulations contained in this chapter, which apply to construction contractors and subcontractors generally. See particularly, 41 CFR 60-1.4 (a), (b), (c), (d), and (e); 60-1.5; 60-1.7; 60-1.8; 60-1.26; 60-1.29; 60-1.30; 60-1.32; 60-1.41; 60-1.42; 60-1.43; and 41 CFR Part 60-3; Part 60-20; Part 60-30; Part 60-40; and Part 60-50.

#### **60-4.8 Show Cause Notice.**

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in paragraphs (i) through (iv) of 41 CFR 60-2.2(c)(1). If the contractor does not show good cause within 30 days, or in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make up goals and timetables, back pay, and seniority relief for affected class members, the OFCCP shall follow the procedure in 41 CFR 60-1.26(b): *Provided*, That where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978]

#### **60-4.9 Incorporation by Operation of the Order.**

By operation of the order, the equal opportunity clause contained in § 60-1.4, the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) contained in § 60-4.2, and the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) contained in § 60-4.3 shall be deemed to be a part of every solicitation or of every contract and subcontract, as appropriate, required by the order and the regulations in this chapter to include such clauses whether or not they are physically incorporated in such solicitation or contract and whether or not the contract is written.

END OF DOCUMENT 00842A

CONTRACTING REQUIREMENTS  
Section 00846 – Disadvantaged Business  
Enterprise (DBE) Participation

1.01 SUMMARY

- A. This document is appended to Document 00800 - Supplementary Conditions and supplements the provisions of Laws and Regulations of Document 00700 – Standard General Conditions.

1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

- A. It is the policy of the State of Illinois to award a fair share of sub-agreements to disadvantaged businesses. In complying with this requirement, contractors are required to take affirmative steps to assure that disadvantaged businesses are used when possible as sources of supplies, equipment, construction, and services as explained herein.
- B. These specifications define the terms, conditions, and requirements of the State Revolving Fund Loan Program, and the Owner's policy and procedures for complying with these requirements.
- C. **As required by the award conditions of USEPA's Assistance Agreement with IEPA, the fair share percentages are 5% for MBE's and 12% for WBE's.**

1.03 PRE-CONTRACT AWARD OBLIGATIONS

- A. Bidders are required to advertise subcontracting opportunities and to negotiate with disadvantaged businesses prior to bid opening. Failure to document such affirmative efforts shall be deemed, relative to disadvantaged business compliance non-responsive.
- B. To establish a bid as responsible, the bidder will be required to document the proposed utilization of disadvantaged businesses with letters of intent signed by the bidder and by the disadvantaged business listed in the bid. The documentation requirements are outlined in Article 1.03 below.
- C. The Owner's disadvantaged business policy clearly intends for bidders to contact and encourage the participation of disadvantaged businesses prior to bid opening. Affirmative efforts (the written record of conscientious and honest communications between the bidder and disadvantaged business) must be initiated and completed by the bidder prior to bid opening. All bidders must document compliance with the requirements of the disadvantaged business policy.

1.04 EVALUATION OF DISADVANTAGED BUSINESS UTILIZATION AND AFFIRMATIVE EFFORTS

A. As a prerequisite to demonstrate compliance with the Owner's disadvantaged business policy, ALL bidders shall provide the following with its bid:

1. Completed and signed certification from the bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services, in the performance of this contract.

OR

"Certification of publication," or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from a daily publication. **The advertisement must run one day at least sixteen (16) days prior to bid opening.** An example advertisement is provided in Section 00846A (DBE Forms) in the Bidding Documents.

Bidders may publish the advertisement in an established, online bidder's clearinghouse such as the "Dodge Report (<http://construction.com/dodge/>)". If an online advertisement is placed with the "Dodge Report" or an equivalent website, a screenshot of the advertisement along with the webpage address and a payment receipt is required as documentation. **The advertisement must run one day at least sixteen (16) days prior to bid opening.**

2. List of all disadvantaged business enterprise (DBE) and non-DBE's that submitted proposals to the bidder along with the date of the proposal. Names, addresses, phone number and/or e-mail are required.
3. List of disadvantaged businesses not being utilized and justification for non-utilization.
4. If DBE subcontractors will be utilized for the project, a completed and signed copy of IEPA DBE Form #3 (DBE Subcontractor Utilization Form) or equivalent "Notice of Intent" is needed from each subcontractor.
5. If DBE subcontractors will be utilized for the project, a completed and signed certification from bidder(s) attesting that the bidder has no dominating or conflict of interest with the disadvantaged business to be utilized.
6. In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received.
7. Failure to submit the documentation pursuant to the requirements of A.1 through A.6 above may cause rejection of the bid as non-responsive.

## 1.05 SANCTIONS

- A. The Owner may reject one or all bids where the information submitted by the bidder(s) fails to objectively demonstrate compliance with the disadvantaged business requirements (i.e., failure to place the pre-bid advertisement by the bidder(s) at least **16 days** prior to bid opening shall not be considered as objectively demonstrating compliance with the disadvantaged business requirements).
- B. Upon finding that any Party has not complied with the requirements of these specifications, including misrepresenting a firm as a disadvantaged business, any one or a combination of the following actions may be taken.
  - 1. Declare the bidder, and/or subcontractor non-responsible and therefore ineligible for contract award.
  - 2. Disallow all contract costs associated with non-compliance.
  - 3. Refer any matter, which may be fraudulent to the IL Attorney General.

## 1.06 POST-CONTRACT AWARD COMPLIANCE

- A. As required by the award conditions of USEPA's Assistance Agreement with IEPA, all sub-agreements of the prime contractor must identify that the fair share percentages are **5% for MBEs and 12% for WBEs**.
- B. After award of the prime contract copies of all disadvantaged business related sub-agreements between the prime contractor and subcontractors shall be submitted to the owner.
- C. Subsequent to Bid Submission, any changes in previously reported disadvantaged businesses utilization shall be handled in accordance with Part 33.302(b-h). If the contractor fails to initiate such actions, the Owner may withhold payments and/or institute other appropriate sanctions.

END OF DOCUMENT 00846

**Suggested Disadvantaged Business (DBE)  
Advertisement for Construction Contractors**

Notice to Disadvantaged Businesses

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, is  
(Name of Company) (Address of Company) (Telephone)

seeking disadvantaged businesses for the \_\_\_\_\_  
(Name of Loan Recipient)

Project for subcontracting opportunities in the following areas: \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_

All disadvantaged businesses should contact, IN WRITING, (certified letter, return receipt requested)  
\_\_\_\_\_ to discuss the subcontracting opportunities.  
(Company Contact Person)

All negotiations must be completed prior to bid opening: \_\_\_\_\_.  
(Date of Bid Opening)

\*The advertisement must clearly state the method of evaluating the proposals or quotations, and the relative importance attached to each criterion. Bidders must uniformly and objectively evaluate the proposals submitted by disadvantaged business in response to the advertisement based upon the evaluation criteria stated in the advertisement. The evaluation criteria must not be restrictive or exclusionary.

## Summary Report of Disadvantaged Business Enterprise Requirements for Contractors

1. Completed and signed certification from the bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services, in the performance of this contract (IEPA DBE Form #1 may be used)

OR

"Certification of publication," or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from a daily publication. For advertisements placed in a construction project clearinghouse such as [www.construction.com](http://www.construction.com), a screenshot of the advertisement, link to website and receipt is required for proof of advertising.

2. List of all disadvantaged business enterprise (DBE) and non-DBE's that submitted proposals to the bidder/prime contractor. Specify as DBE or non-DBE, type of DBE, and the other information listed below (IEPA DBE Form #4 may be used).

Name of Company  
Name of Owners  
Address of Company  
E-Mail Address of Company  
Telephone  
Date of Proposal  
Type of Business  
Type of DBE  
Description of work to be performed

3. List of disadvantaged businesses that submitted proposals to the bidder but will not be utilized. Justification for non-utilization must be provided (IEPA DBE Form #1 may be used).
4. Completed and signed copies of IEPA DBE Form #3 (Subcontractor Utilization Form) or equivalent "Notice of Intent". Only applies if using DBE subcontractors.
5. Completed and signed certification from bidder(s) attesting that the bidder has no dominating or conflict of interest with the disadvantaged business to be utilized (IEPA DBE Form #1)
6. In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received (IEPA DBE Form #1 may be used).
7. Note: IEPA DBE Form #2 is not included in this packet. It is for consultants/engineers to report DBE activity. It is for consultants/engineers to report DBE activity.

**IEPA Disadvantaged Business Enterprise (DBE) Program Form #1**  
**Contractor Certification Form**

**(To be completed by all Prime Contractors)**

Please check the appropriate boxes that apply and complete the information on the bottom of the form.

- This firm will award no subcontracts (including in the procurement of equipment, supplies, or services), in the performance of this contract.
  
- This firm advertised for DBE subcontractors according to the good faith efforts outlined in the IEPA DBE Guidance Document.
  
- This firm received proposals from DBE(s) that will not be utilized. A list of the DBEs not hired, along with their address, phone number, and reason(s) for non-utilization, is below.

This firm did not receive any inquiries from DBEs.

I certify that the above is true. I further certify that this firm and its partners, directors, and officers do not possess a controlling interest in ownership or conflict of interest or any other authority to control the DBE to be used during the performance of the contracts.

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

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Company: \_\_\_\_\_

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

## **IEPA Disadvantaged Business Enterprise (DBE) Program Form #3** **Subcontractor Utilization Form**

(Only complete this form if DBE subcontractors or sub-consultants will be working on a project)

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. All subcontractors must complete this form, and it must be included in the prime contractor's bid package.

Subcontractor Name	Project Name
Contact Person's Name & Title	
Address	
Telephone	Email
DBE Certified By:	Select One: <b>MBE      WBE      SBE      DBE</b>
Prime Contractor Name	
<b>Type of Work to be Performed</b>	<b>Cost Estimate of Work</b>

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to using the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 C.F.R. Part 33 Section 33.302(c).

<b>Prime Contractor Signature:</b>	<b>Print Name:</b>
<b>Date:</b>	<b>Title:</b>
<b>Subcontractor Signature:</b>	<b>Print Name:</b>
<b>Date:</b>	<b>Title:</b>

## IEPA Disadvantaged Business Enterprise (DBE) Program Form #4

### Bidders List

(Only complete this form if subcontractors or sub-consultants will be working on a project)

Using this form/format is optional. Other formats are acceptable.

Company Name & Contact Person	Address	Phone No. w/ area code	Email	Proposed Work (supplies, paint, paint etc.)	DBE Status (MBE, WBE, DBE, SBE)
					<b>Check if Hired</b> <input style="width: 30px; height: 15px; border: 1px solid blue;" type="checkbox"/>
					<b>Check if Hired</b> <input style="width: 30px; height: 15px; border: 1px solid blue;" type="checkbox"/>
					<b>Check if Hired</b> <input style="width: 30px; height: 15px; border: 1px solid blue;" type="checkbox"/>
					<b>Check if Hired</b> <input style="width: 30px; height: 15px; border: 1px solid blue;" type="checkbox"/>



**CONTRACTING DOCUMENTS**  
Document 00941 – Change Order

**Change Order No.**

Date of Issuance:	Effective Date:
Owner: City of Highland, Illinois	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer: Crawford, Murphy & Tilly, Inc.	Engineer's Project No.: 19040127-00
Project: Trunk Sewer Rehabilitation Project	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

<b>CHANGE IN CONTRACT PRICE</b>	<b>CHANGE IN CONTRACT TIMES</b> <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ <p align="right">days or dates</p>
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:  \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ <p align="right">days</p>
Contract Price prior to this Change Order:  \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ <p align="right">days or dates</p>
[Increase] [Decrease] of this Change Order:  \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ <p align="right">days or dates</p>
Contract Price incorporating this Change Order:  \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ <p align="right">days or dates</p>

<b>RECOMMENDED:</b>	<b>ACCEPTED:</b>	<b>ACCEPTED:</b>
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_



**CITY OF HIGHLAND, ILLINOIS**  
**TRUNK SEWER REHABILITATION PROJECT**

SPECIAL CONDITIONS

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**CITY OF HIGHLAND, ILLINOIS**  
**TRUNK SEWER REHABILITATION PROJECT**

SPECIAL CONDITIONS

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## SPECIAL CONDITIONS

### 1. Scope of Work

The work includes, but is not limited to: cured in place pipe (CIPP) lining of approximately 324 lineal feet of 8" sanitary sewer, 3,047 lineal feet of 12" sanitary sewer, 13,704 lineal feet of 15" sanitary sewer and 1,547 lineal feet of 18" sanitary sewer; rehabilitation of approximately 50 manholes; and all ancillary work as required to complete the project.

It is the intent that payment under the unit and lump sum items as set forth in the proposal shall include all labor, material and equipment necessary to construct the work as shown on the drawings and as specified. No additional payment will be made for construction of the work shown and specified.

The Owner reserves the unrestricted right to increase or decrease the amount of the work under this contract by an amount not exceeding 25% of the total value without adjustment in prices of items not affected by deletion or addition as provided in paragraph 11.02 of the General Conditions or amended (see Article 13 of Supplementary General Conditions).

### 2. Reference to Standard Specifications

Divisions II, III, V and VI of the "Standard Specifications for Water and Sewer Main Construction in Illinois, Eighth Edition, dated 2020" henceforth referred to as **Standard Specifications**, shall govern the construction of the work under this contract and shall be considered a part of the drawings, specifications, and contract documents for this improvement. The General Conditions, Special Conditions, Special Provisions and Plans shall govern the work in the event of a conflict with the Standard Specifications.

### 3. Reference to IDOT Standard Specifications

The Illinois Department of Transportation - Standard Specifications for Road and Bridge Construction, adopted April 1, 2016, and the Supplemental Specifications and Recurring Special Provisions, adopted January 1, 2018, shall henceforth be referred to as **IDOT Standard Specifications**.

### 4. Exhibits

The following List of Exhibits are included as a part of the Contract Documents for this improvement:

<u>Exhibit No.</u>	<u>Title</u>
A-1	GENERAL NOTES AND VICINITY MAP
B-1	PIPE AND MANHOLE REHABILITATION
B-2	PIPE AND MANHOLE REHABILITATION
B-3	PIPE AND MANHOLE REHABILITATION
B-4	PIPE AND MANHOLE REHABILITATION
B-5	PIPE AND MANHOLE REHABILITATION
B-6	PIPE AND MANHOLE REHABILITATION
C-1	PIPE AND MANHOLE REHABILITATION

5. Schedule of Progress and Completion

Bidders shall note the amount of time in which they are required to complete the work. Before the start of construction, the Contractor shall submit to the Engineer a tentative construction schedule showing the order of the work, the time for starting each portion, and the approximate time for construction of each portion.

6. Progress Payments

Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

- a. Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the first day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 15.01 of the General Conditions.
- b. Progress payments will be subject to retainage as set forth in Supplementary General Conditions.
- c. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 15.06.

7. Examination of Existing Conditions at Project Site

It is the responsibility of each bidder to satisfy himself as to the conditions which will be encountered during the performance of the work. Examination of the job site is highly recommended before submittal of bids. Failure to do so will not be considered as grounds for additional compensation due to the unforeseen adverse conditions which may be encountered during the performance of the work.

8. Payment for Items on Lump Sum or Unit Price Basis

Should there be construction shown on the plans or described in the specifications for which no method of payment is outlined in the Detailed Specifications, that work shall be considered incidental to a logical lump sum or unit price item. The total price bid shall be made for the work complete, and no additional payment shall be made for any unlisted work.

9. Payment for Change Order Work

When changes from the plans and specifications are made and the issuance of change orders are involved, the Contractor shall submit a written proposal to the Engineer listing material cost, labor and equipment cost, and overhead and profit. In addition, the written proposal shall include any additional time necessary to complete the change order work. Where subcontractors are involved in change order work, the overhead and profits for the subcontractor shall not exceed 15% and the overhead and profit added to the subcontractor's proposal by the Contractor shall not exceed 7%.

This Special Condition shall supersede any conflicting provisions of the General Conditions regarding payment for Extra Work.

10. Alternate Materials

In any case, where a specific material is mentioned in the specifications or on the plans, it is understood and construed as meaning to indicate only the type of material desired, and is not intended in any way to bar the use of any material of equal quality.

IN ORDER THAT ALL BIDS MAY BE EVALUATED ON THE SAME BASIS, HOWEVER, CONTRACTORS SHALL USE MATERIAL MENTIONED IN THE SPECIFICATIONS OR ON THE PLANS IN ARRIVING AT THEIR BASIC BID ON EACH ITEM, BUT MAY SUBMIT PRICES ON ALTERNATE MATERIALS IF THEY SO DESIRE. EVALUATION OF BIDS WILL BE ON THE BASIS OF THE MATERIALS SPECIFIED. THE APPROVAL OF ANY MATERIAL OTHER THAN THAT SPECIFIED SHALL BE OBTAINED IN WRITING FROM THE ENGINEERS BEFORE THE CONTRACT IS AWARDED; OTHERWISE, IT SHALL BE ASSUMED THAT THE CONTRACTOR WILL FURNISH THE MATERIAL SPECIFIED.

Should the Contractor desire to use material other than that specified, he shall indicate in the place provided in the proposal the alternate material he proposes to use and the amount to be added to or deducted from the base bid if that item of material is used. All information required on the proposal shall be furnished. Full particulars on alternate material shall be submitted with the bids.

The plans are intended to show structures needed for the material named in the specifications. Where the Contractor desires to use material other than that named, he shall be responsible for the preparation of drawings needed for proper installation of that material. Changes from the structure shown to facilitate use of that material shall not be a basis for additional payment.

11. Protection of Site

The Contractor shall protect all underground, ground level and overhead utilities from damage during the progress of the work. The Contractor shall remove all debris, broken or damaged equipment and unused material or equipment upon completion of the work, and shall leave the premises in a neat and presentable condition equal or better to that prior to the start of the construction.

The Contractor shall take extra care during construction on private property. The Contractor is responsible for the protection of all private property and any property which lies within his construction operations. Any damage to private property because of the Contractor's construction around the houses shall be paid for by the Contractor at no additional cost to the Owner.

12. Temporary Utilities

Should the Contractor wish to use utilities (including electric and water) on a temporary basis to carry out the work specified herein, the Contractor shall make all arrangements necessary and shall pay all costs associated with connection to the utility. The Contractor shall also arrange to meter and to pay for all water usage and electric service.

13. Record Drawings

The Contractor shall, during the progress of the job, record any and all changes or deviations from the original drawings, and, at the completion of the project, shall deliver to the Engineer a marked-up set of "record" drawings.

14. Shop Drawings and Material Certifications

Prior to fabrication of equipment, the Contractor shall submit, electronically, shop drawings of the equipment, piping and other items to the Engineer for review. Shop drawings shall consist of complete descriptive literature on the equipment including all pertinent dimensions, material specifications, operational and maintenance data and performance curves and data. Prior to submitting shop drawings to the Engineer, the Contractor shall first review the shop drawings, make corrections or revisions which are appropriate and then stamp the shop drawings with the Contractor's name and signature as proof of review. The Contractor shall submit shop drawings electronically to the Engineer for review, either via e-mail or a secure website or project tracking program. The Contractor shall be required to maintain a complete set of shop drawings on the jobsite at all times while work is in progress and shall make them available to the Engineer upon request. Submittal of shop drawings shall be required where specifically requested in the equipment specification and for all equipment where deemed appropriate by the Engineer.

Material certifications shall be provided for all raw materials in sufficient quantity as noted above. Material certifications shall contain the origin, source, classification or gradation, standards by which the classification or gradation was derived, the approving agency and contact information, the date of the most recent approval, as well as all other information required by the Engineer to evaluate the material for compliance with the requirements of these Contract Documents.

The cost of preparing and providing shop drawings and material certifications shall be considered incidental to the cost of equipment or item involved.

15. Guaranty

Attention is invited to the provisions of paragraph 7.17 of the General Conditions pertaining to guarantee for a period of one year. The guaranty applies to mechanical equipment furnished as well as to all other work and materials.

16. Utility Protection and Relocation

Prior to the start of construction, the Contractor shall arrange to have all underground utilities including storm sewer, water, gas, electric, sanitary, telephone, cable TV and fiber optic cables located and suitably marked. Should a utility be in conflict with the proposed construction, the Engineer shall be notified at once. If utilities will interfere with the construction alignment, the Engineer may alter the alignment of the proposed sewer, or arrange to have the utility to be relocated. Should the alignment be altered in the field, the Contractor shall be paid for the quantities of work performed in accordance with these specifications and no additional payment shall be made. Should a utility outside of the trench width and not in direct conflict with the proposed sewer be encountered, the Contractor shall protect it or have it relocated at his own expense. Likewise, water, gas and other lines shall be protected at no additional expense to the owner and without claim by the Contractor for delays due to service lines encountered. Should a utility be located parallel to the proposed sewer and within the maximum trench width as defined in the Standard Specifications, or in direct grade conflict with the grade of the proposed sewer, arrangements shall be made for the utility to be protected or if protection is not feasible to arrange

for the utility to be relocated. The Contractor shall be responsible for notifying all local utilities when utilities in and around the sewer alignment require support and/or protection.

17. Sanitary Facilities

The Contractor shall note that portable toilet facilities must be provided for their workers because the Owner's facilities will not be made available to the construction workers.

18. Existing Sewer

Existing sewers or drainage way may be encountered at some locations during sewer construction. Wherever existing sewers or drainage way are encountered during construction, care shall be taken to minimize disturbance to the existing sewer or drainage way to completely restore any portion of the sewer or drain system which is disturbed.

Where sewer running parallel to the new sewer is caved into the trench, it shall be re-constructed on firm bedding.

Where sewer lies parallel and within the trench width specified in the Standard Drawing No. 2 of the Standard Specifications and has been observed by the Engineer to be replaced, the Contractor shall be paid for the replacement of said pipe as extra work in accordance with the provisions of the Standard Specifications.

All existing sewer service shall be maintained during lining of the new sewer.

It will be necessary for the Contractor to temporarily plug the existing sewers and pump the flow to the downstream pipe where it will not interfere with work. The contractor shall reestablish gravity flow at the end of every working day, unless written approval is provided by the owner.

The costs of all efforts required to maintain the existing sewer service shall be considered incidental to the cost of the project.

19. Site Protection and Clean Up

The Contractor shall note that the proposed service sewer is located on private property. Any areas or items that the contractor disturbs during construction of the service sewer shall be restored to a condition equal to or better than that prior to the start of construction.

The Contractor shall protect all underground, ground level and overhead utilities from damage during the progress of the work. The Contractor shall remove all debris, broken or damaged equipment and unused material or equipment upon completion of the work, and shall leave the premises in a neat and presentable condition equal to that prior to the start of the construction.

The cost of clean up operations shall be spread evenly throughout the bid items on the proposal. Clean up shall consist of removing all debris from the job site, to include removal of all excess dirt, concrete, pipe pieces, lumber scraps, paper cups, etc., left by the Contractor's forces. Clean up shall be performed as the work progresses, and a final clean up shall be done after all operations, including jetting and resurfacing, are completed. Debris shall not be discarded in the sewer trench.

20. Line and Grade Stakes

It will be the responsibility of the Contractor to establish the proper line and grade staking for construction in order to conform to the requirements of the plans and specifications. If the

Contractor does not have the capacity to establish staking points, he shall hire a competent, Illinois Professional Licensed Surveyor to perform the work. If hired, the surveyor shall be listed on Document 00436 – Proposed Subcontractors.

21. Safety Requirements and Protection of Property

Contractor's Responsibility for Safety

The Contractor shall do all work necessary for safety and be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during the contract period. This requirement shall apply continuously and not be limited to normal working hours.

Federal, State and Local Safety Requirements

Safety provisions shall conform to the Federal and State Departments of Labor Occupational Safety and Health Act (OSHA) and amendments thereto, and all other applicable Federal, State, County, and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified elsewhere in these Contract Documents. Where any of these are in conflict, the more stringent requirements shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations or relieve him of the penalties set forth therein.

Safe Access to the Work

The Contractor shall at all times provide proper facilities for safe access to the work by the Owner, the Engineer and his authorized representatives and by all authorized government officials.

The Contractor shall maintain at the jobsite safety equipment applicable to the work as prescribed by the governing safety authorities and all articles necessary for giving first aid to the injured and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons who may be injured on the jobsite.

The performance of all work and all completed construction, particularly with respect to ladders, platforms, structure openings, scaffolding, shoring, lagging, and machinery guards, shall be in accordance with the requirements of applicable governing safety authorities.

Safety and Access to Property

The Contractor shall conduct the work so as to assure the least possible obstruction to traffic both within and outside of the work site. The convenience of the general public and residents adjacent to the project, and the protection of the persons and property are of prime importance and shall be provided for in an adequate and satisfactory manner.

All excavations shall be covered whenever Contractor's personnel are not present. As a minimum requirement, the cover over the excavation shall consist of 1/2-inch thick plywood that is blocked and braced to prevent entry by humans or animals. In addition, orange, plastic safety fence shall be placed around the perimeter of any excavation whenever Contractor's personnel are not present. All equipment, stored pipe, and other materials shall be carefully secured when not in use to prevent injury to persons and animals.

22. Property and Right-Of-Way Markers

Any and all survey monuments which are disturbed by the Contractor's operations during construction shall be relocated and replaced with a similar monument by a Land Surveyor registered in the State of Illinois. Survey monuments shall include iron pins, iron pipes, concrete posts, stones, etc. which designate property corners, right-of-way lines, section corners or other land survey reference points. Survey monuments shall be located and tied to nearby landmarks by a Land Surveyor prior to excavation, if information is available in advance of construction that survey monuments will be disturbed. The Contractor shall bear the cost of an Illinois Registered Land Surveyor replacing survey monuments which are disturbed, and the cost shall be incidental to the contract.

23. State Sales Tax Exemption

All materials incorporated in this project are exempt from the State of Illinois Sales tax.

24. Material Storage and Staging Area

During the period of time between Notice to Proceed and Final Completion, the Contractor will be required to store material necessary for completion of the project. The manner and location of stored materials shall be approved by the Owner and Engineer. The Contractor will be responsible for the stored material and any damage, which may result in this time period. The Owner will not take responsibility for the stored materials.

All costs associated with this item shall be included in the total contract price bid.

25. Notification of Property Owners

During construction, the contractor will be required to notify affected property owners that his work will be taking place on their property, adjacent to their property, in the alley or in the right-of-way. This notification shall be 2 - 3 days prior to when the Contractor anticipates his work to be in that area. The notification shall be either a typewritten letter or a door hanger leaflet that the contractor can leave at the affected residences.

26. Disposal of Materials

Disposal of excess materials, including excavated material, shall be the Contractor's responsibility.

27. Time of Performance

The work shall be substantially completed within 360 calendar days after the date when the Contract Time commences to run as provided in paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions within 390 calendar days after the date when the Contract Time commences to run.

28. Street Closures

If a closure does become necessary, the contractor shall not be allowed to close a street unless he has all equipment and materials on hand so as to expedite his operations and have the lanes closed for a minimum amount of time. The Contractor shall schedule his operations so as to cause a minimum amount of inconvenience to the residents in the area. Should any residents be left without access to their homes or businesses, the Contractor shall either provide a temporary access or provide for a parking area as near to the home as is practical.

Contractor shall notify the Director of Public Works at least 48 week-day hours in advance of a lane closure. The contractor shall notify the residents on that street at least 48 week-day hours in advance of a lane closure.

Prior to any lane closures, the Contractor shall notify responsible Municipal, Township and County authorities and comply with their respective regulations for erecting barricades, warning signs and lights and maintain them during the execution of the work. The Contractor is also responsible for notifying the local Fire and Police Departments whenever construction interrupts normal traffic flow. See the list provided herein.

Traffic control during construction along roadways shall meet the requirements of Paragraph 107.10, Surveillance, of the IDOT Standard Specifications and Chapter 6 of the State of Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. Traffic may be restricted to one lane only if traffic control is utilized as described herein.

At all times during which men are working where traffic is restricted to less than the normal number of lanes, the Contractor will be required to furnish two flagmen and traffic delineators to protect his workmen and to warn and direct traffic. The flagmen shall be stationed to the satisfaction of the Engineer and equipped with fluorescent orange vests and an approved flagman traffic control sign. Two flagmen shall be required for each separate operation or lane restriction.

The Contractor shall furnish his own signs. All such signs shall be fabricated in accordance with the design specifications for standard signs included in the State of Illinois Manual of Uniform Traffic Control Devices. Any traffic control device, which has become ineffective due to damage or defacement shall be replaced by the Contractor at his own expense. All traffic control devices shall be kept clean and neat appearing. Construction signs necessary only during working hours shall be removed or covered during non-working hours. Signs and barricades shall be at the site prior to and during construction in streets.

The Contractor shall not leave any roadway trenches uncovered overnight.

The expense to the Contractor in fulfilling the obligations of this Section shall be considered incidental to the Contract and no extra compensation will be allowed.

## 29. Compaction Tests

The contractor shall employ and pay for an independent testing firm to perform specified quality assurance/quality control tests and services. The selection of an independent testing firm shall be subject to the approval of the engineer and owner. Costs associated with the specified quality assurance/quality control tests shall be incidental to the contract and no extra compensation will be allowed.

Several work items in the Special Provisions require compaction of soil or granular material by the Contractor to a certain percentage of the Standard Proctor Density Test. The Contractor shall provide samples of the backfill materials he proposes to use and arrange for a Standard Proctor Density Test by an independent testing firm.

Standard Proctor Density Testing and Compaction Testing of fill materials and inspection of subgrades and fill layers shall be performed by an independent testing service employed by the contractor. If in opinion of the Engineer, based on testing service reports and inspection, subgrade or fills which have been placed are below specified density, provide additional compaction at no additional expense to the Owner. The contractor shall ensure that all compacted fills are tested

before proceeding with placement of surface materials

30. Permits

The Contractor shall maintain, on-site, a copy of all required federal, state, and local permits, authorizations, and approvals. The procurement of any permits, authorizations, or approvals not identified below, but required by the jurisdictional agencies, shall be the responsibility of the Contractor. The Contractor shall be responsible for familiarizing himself and complying with the terms and conditions of each and every permit, authorization, or approval. Any fines levied by a federal, state or local regulator, or obtained through any civil or administrative action initiated by a citizen, as a result of non-compliance with any conditions of any permit, authorization, or approval shall be the sole responsibility of the Contractor.

END OF SECTION

**CITY OF HIGHLAND, ILLINOIS**  
**TRUNK SEWER REHABILITATION PROJECT**

BIDDING REQUIREMENTS

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#### **ITEM 1 – CURED-IN-PLACE LINING 8” DIAMETER (ALL DEPTHS)**

#### **ITEM 2 – CURED-IN-PLACE LINING 12” DIAMETER (ALL DEPTHS)**

#### **ITEM 3 – CURED-IN-PLACE LINING, 15” DIAMETER (ALL DEPTHS)**

#### **ITEM 4 – CURED-IN-PLACE LINING, 18” DIAMETER (ALL DEPTHS)**

Under this item the Contractor shall provide all materials, labor, equipment, and services necessary for sewers to be lined, liner installation, all quality controls, provide samples for performance of required material tests, final television inspection, testing of lined pipe system and warranty work, all as specified herein. The existing layout is shown on Construction Plans.

#### **Standards**

- A. ASTM - F1216 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube.
- B. ASTM - F1743 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pull in and inflate and Curing of a Resin-Impregnated Tube.
- C. ASTM - D543 Standard and Practice for Evaluating the Resistance of Plastics to Chemical Reagents.
- D. ASTM - D638 Standard Test Method for Tensile Properties of Plastics.
- E. ASTM - D790 Standard Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials.
- F. ASTM - D792 Standard Test Methods for Density and Specific Gravity of Plastics by displacement.
- G. ASTM - F2019 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured- in-Place Thermosetting Resin Pipe (CIPP).
- H. ASTM - D2122 Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings.
- I. ASTM F2561 Standard Practice for Rehabilitation of a Sewer Service Lateral and Its Connection to the Main Using a One Piece Main and Lateral Cured-in-Place Liner.
- J. ASTM - D2990 Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics.
- K. ASTM - D3567 Standard Practice for Determining Dimensions of Fiberglass (Glass-Fiber-Reinforced Thermosetting Resin) Pipe and Fittings.
- L. ASTM - D3681 Standard Test Method for Chemical Resistance of “Fiberglass (Glass Fiber Reinforced Thermosetting Resin) Pipe in a Deflected Condition.
- M. ASTM - D5813 Standard Specification for Cured-in Place Thermosetting Resin Sewer Pipe.

#### **Experience and Qualifications**

The system proposed (materials, methods, workmanship) must be proven through previous successful installations to an extent and nature satisfactory to the Owner and the Engineer that is commensurate with the size of the project being proposed. Since CIPP is intended to have a 50-year design life, only products deemed to have this performance will be accepted. All Contractors

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must submit proof that they meet the product and installer requirements noted in this Special Provision of this section with their bid.

Products and Contractors seeking approval must meet all of the following criteria to be deemed commercially acceptable:

1. For a Product to be considered Commercially Proven, a minimum of 100,000 linear feet of successful wastewater collection system installations in the U.S. must be documented to the satisfaction of the Owner and Engineer to assure commercial viability
2. For an Installer to be considered as Commercially Proven, the Installer must satisfy all insurance, financial, and bonding requirements of the Owner, and must have had at least 5 (five) years active experience in the commercial installation. In addition, the Installer must have successfully installed at least 50,000 feet of the product bid with similar pipe sizes and lengths in wastewater collection systems. Acceptable documentation of these minimum installations must be submitted to the Owner.
3. For a Contractor to be considered Commercially Proven, the Contractor must satisfy all insurance, financial, and bonding requirements of the Owner, and must have at least five years active experience in the commercial installation of the product bid. The Installer's key personnel shall have at least 10,000 linear feet of successful experience on wastewater collection systems (included in this experience shall be a sufficient quantity of installations in the sizes proposed for this project). The Installer shall be "ISO" certified or demonstrate that he has a similar quality assurance system in place.
4. For a Contractor to be approved by the Owner, the Contractor must submit with their bid correspondence from the Manufacturer stating that the Contractor is certified to install the Manufacturer's Product.
5. Contractor's Qualifying Superintendent(s): the Contractor's Superintendent(s) designated for this project must have had at least 5 (five) years of continuous active experience in the commercial installation of CIPP in the United States. This shall be documented to the Owner's satisfaction in the form of a resume of work experience detailing scope of work (linear footage and CIPP diameters), location of work, and reference contact information for each project listed.

#### Submittals

Submittals shall be made in accordance with this Special Provision and the contract documents. In addition, submittals shall include manufacturer's product specifications and dimensional data for all components and certification that each manufacturer meets the applicable manufacturer's qualifications stated in this section.

The Contractor shall submit the following information:

1. Manufacturer's certification that the materials to be used meet the referenced standards and these specifications.

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2. License or certificate verifying Manufacturer's/Licenser's approval of the installer.
3. Proposed equipment and procedures for accomplishing the work.
4. Lining Manufacturer's product data and instructions for resin and catalyst system.
5. Calculations for wall thickness designs shall be completed by a licensed professional engineer proficient in the design of pipeline systems.
6. Written certification from the resin manufacturer that the resin material to be used is compatible with the proposed application. The certification shall include curing temperature and curing schedule (i.e. duration of the temperature at all stages of curing). The curing schedule may be extended for longer cure times due to weather conditions, but curing time shall not be reduced.

#### Performance work Statement (PWS) Submittal

The Contractor shall submit, to the Owner, a Performance Work Statement (PWS) before or at the pre-construction meeting, which clearly defines the CIPP product delivery in conformance with the requirements of these contract documents. PWS shall be reviewed and processed by Owner/Engineer prior to Contractor starting work. The PWS shall at a minimum contain the following, as well as other requirements included in this section:

1. Clearly indicate that the CIPP will conform to the project requirements as outlined in these specifications.
2. Include a detailed installation plan describing all preparation work, cleaning operations, pre- CCTV inspections, by-pass pumping plan, traffic control layout, installation procedure, method of curing, CIPP repair procedures and materials, quality control, testing to be performed, final CCTV inspection, warranties furnished and all else necessary and appropriate for a complete CIPP liner installation. A detailed installation schedule shall be prepared, submitted and conform to the requirements of this contract.
3. A description of the CIPP materials to be furnished for the project. Materials shall be fully detailed in the submittals and conform to these specifications and/or shall conform to the pre-approved product submission.
4. A list of the Contractor's proposed staffing for the Work. This list includes the lead personnel including the superintendent, the foreman and the lead crew personnel for the CCTV inspection, resin wet-out, the CIPP liner installation, and liner curing. Each person must have a minimum of three (3) years of total experience with the CIPP technology proposed for this contract and must have demonstrated competency and experience to perform the scope of work contained in this contract. The name and experience of each lead individual performing work on this contract shall be submitted with the PWS. Personnel replaced by the contractor, on this contract, shall have similar, verifiable experience as the personnel originally submitted for the project.
5. Engineering design calculations (handwritten, spreadsheet and/or computer generated), in accordance with the Appendix of ASTM F-1216 (except where noted), for each length of liner to be installed including the thickness of each proposed CIPP. Provide detailed calculations for each pipe segment, including the equations provided in ASTM F1216 or other documentation. These calculations shall be

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prepared and sealed by a licensed Professional Engineer in Illinois. All calculations shall include data that conforms to the requirements of these specifications.

6. Engineer shall review all design thickness calculations provided as a part of the submittal process. If design calculations utilize physical properties greater than properties listed in these specifications, provide documentation to support use of the proposed physical properties. The physical properties included in the design calculations submitted become the minimum acceptable values when testing field samples.
7. Proposed manufacturers technology data shall be submitted for all CIPP products and all associated technologies to be furnished.
8. Submittals shall include information on the cured-in-place pipe intended for installation and all tools and equipment required for a complete installation. The PWS shall identify which tools and equipment will be redundant on the job site in the event of equipment breakdown. All equipment, to be furnished for the project, including proposed back-up equipment, shall be clearly described. The Contractor shall outline the mitigation procedure to be implemented in the event of key equipment failure during the installation process (such as equipment reserved (on will-call) from local rental companies).
9. A detailed description of the Contractor's proposed procedures for removal of any existing blockages in the pipeline that may be encountered during the cleaning process.
10. A detailed description of the Contractor's procedures and alternatives for addressing any active leakage identified in the CCTV inspections performed prior to installing the liner.
11. A detailed public notification plan shall be prepared and submitted including detailed staged notification to residences affected by the CIPP installation. Public notification plan shall include project specific details and include a draft notification of pending work. Generic notification plan is not acceptable.
12. An odor control plan shall be submitted, by the contractor, that will ensure that project specific odors will be minimized at the project site and surrounding area.
13. Compensation for all work required for the submittal of the PWS shall be considered incidental to the work required.

#### Manufacturers

Approved manufactures shall be CIPP Corporation, Inliner Technologies, Insituform, National Liner, Premier-Pipe USA, Saertex-multicom, or Engineer approved equal.

#### Quality Assurance

A detailed quality control plan (QCP) shall be submitted to the Owner/Engineer that fully represents and conforms to the requirements of these specifications. At a minimum, the QCP shall include the following:

1. Compensation for all work required for the submittal of the QCP shall be considered incidental to the work required.
2. A detailed discussion of the proposed quality controls to be performed by the

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- Contractor.
3. Defined responsibilities, of the Contractor's personnel, for assuring that all quality requirements, for this contract, are met. These shall be assigned, by the Contractor, to specific personnel.
  4. Proposed procedures for quality control, product sampling and testing shall be defined and submitted as part of the plan.
  5. Proposed methods for product performance controls, including method of and frequency of product sampling and testing both in raw material form and cured product form.
  6. A scheduled performance and product test result reviews between the Contractor, Engineer and the Owner at a regularly scheduled job meeting.
  7. Inspection forms and guidelines for quality control inspections shall be prepared in accordance with the standards specified in this contract and submitted with the QCP.
  8. Confirmation that liner will be wet out in an indoor environmentally controlled manufacturing setting.

#### Warranty

The materials used for the project shall be certified by the manufacturer for the specified purpose. The Contractor shall warrant the liner material and installation for a period of one (1) year from the date of Substantial Completion. During the Contractor warranty period, any defect which may materially affect the integrity, strength, function and/or operation of the pipe, shall be repaired at the Contractor's expense in accordance with procedures included in CIPP Repair/Replacement below and as recommended by the manufacturer.

On any work completed by the contractor that is defective and/or has been repaired, the contractor shall warrant this work for (1) year in addition to the warranty required by the contract

#### CIPP Repair/Replacement

If there is a need to repair or replace a defective CIPP, the Contractor shall outline specific repair or replacement procedures for potential defects that may occur in the installed CIPP. Repair/replacement procedures shall be as recommended by the CIPP system manufacturer and shall be submitted as part of the PWS.

Defects in the installed CIPP that will not affect the operation and long-term life of the product shall be identified and defined.

Repairable defects that may occur in the installed CIPP shall be specifically defined by the Contractor based on manufacturer's recommendations, including a detailed step-by-step repair procedure, resulting in a finished product meeting the requirements of these contract specifications.

Un-repairable defects that may occur to the CIPP shall be clearly defined by the Contractor based on the manufacturer's recommendations, including a recommended procedure for the removal and replacement of the CIPP.

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Owner and Engineer shall be provided an opportunity to review and accept proposed defect repair process, prior to Contractor initiating the repair.

#### Regulatory Requirements

The Contractor shall carry out their operations in strict accordance with OSHA and the manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving working with scaffolding and entering confined spaces.

#### Materials

The CIPP System shall meet the chemical resistance requirements of these contract documents.

All materials, shipped to the project site, shall be accompanied by test reports certifying that the material conforms to the ASTM standards listed herein. Materials shall be shipped, stored, and handled in a manner consistent with written recommendations of the CIPP system manufacturer to avoid damage. Damage includes, but is not limited to, gouging, abrasion, flattening, cutting, puncturing, or ultra-violet (UV) degradation. All damaged materials shall be promptly removed from the project site at the Contractor's expense and disposed of in accordance with all current applicable agency regulations.

#### Fabric Tube

The fabric tube shall consist of one or more layers of absorbent non-woven felt fabric, felt/fiberglass or fiberglass and meet the requirements of ASTM F1216, ASTM F1743, ASTM D5813 or ASTM F2019. The fabric tube shall be capable of absorbing and carrying resins, constructed to withstand installation pressures and curing temperatures and have sufficient strength to bridge missing pipe segments, and stretch to fit irregular pipe sections. The contractor shall submit certified information from the felt manufacturer on the nominal void volume in the felt fabric that will be filled with resin.

The wet-out fabric tube shall have a uniform thickness and excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.

The fabric tube shall be manufactured to a size and length that when installed will tightly fit the internal circumference, meeting applicable ASTM standards or better, of the original pipe. Allowance shall be made for circumferential stretching during installation. The tube shall be properly sized to the diameter of the existing pipe and the length to be rehabilitated and be able to stretch to fit irregular pipe sections and negotiate bends. The Contractor shall determine the minimum tube length necessary to effectively span the designated run between manholes. The Contractor shall verify the lengths in the field prior to ordering and prior to impregnation of the tube with resin, to ensure that the tube will have sufficient length to extend the entire length of the run. The Contractor shall also measure the inside diameter of the existing pipelines in the field prior to ordering liner so that the liner can be installed in a tight-fitted condition.

The outside and/or inside layer of the fabric tube (before inversion/pull-in, as applicable) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate, if applicable, vacuum impregnation and monitoring of the resin saturation during the resin impregnation (wet out) procedure.

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No material shall be included in the fabric tube that may cause de-lamination in the cured CIPP. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the tube fabric and the activated resin containing a colorant.

The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made. The hue of the color shall be dark enough to distinguish a contrast between the fully resin saturated felt fabric and dry or resin lean areas.

Seams in the fabric tube, if applicable, shall meet the requirements of ASTM D5813.

The outside of the fabric tube shall be marked every 5 feet with the name of the manufacturer or CIPP system, manufacturing lot and production footage.

The minimum length of the fabric tube shall be that deemed necessary by the installer to effectively span the distance from the starting manhole to the terminating manhole or access point, plus that amount required to run-in and run-out for the installation process.

The nominal fabric tube wall thickness shall be constructed, as a minimum, to the nearest 0.5 mm increment, rounded up from the design thickness for that section of installed CIPP. Wall thickness transitions, in 0.5 mm increments or greater as appropriate, may be fabricated into the fabric tube between installation entrance and exit access points. The quantity of resin used in the impregnation shall be sufficient to fill all of the felt voids for the nominal felt thickness.

#### Resin

The resin shall be a corrosion resistant polyester or vinyl ester resin and catalyst system or epoxy and hardener system that, when properly cured within the tube composite, meets the requirements of ASTM F1216, ASTM F1743 or F2019, the physical properties herein, and those, which are to be utilized in the design of the CIPP for this project. The resin shall produce CIPP which will comply with or exceed the structural and chemical resistance requirements of this specification.

The resin to tube ratio, by volume, shall be furnished as recommended by the manufacturer.

#### Structural Requirements

The physical properties and characteristics of the finished liner will vary considerably, depending on the types and mixing proportions of the materials used, and the degree of cure executed. It shall be the responsibility of the Contractor to control these variables and to provide a CIPP system which meets or exceeds the minimum properties specified herein:

1. The CIPP shall be designed as per ASTM F1216 Appendices. The CIPP design shall assume no bonding to the original pipe wall.
2. The Contractor's design engineer shall set the long term (50 year extrapolated) Creep Retention Factor at 50% of the initial design flexural modulus as determined by ASTM D-790 test method. This value shall be used unless the Contractor submits long term test data (ASTM D2990) to substantiate a higher retention factor

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- in the Performance Work Statement (PWS).
3. The cured pipe material (CIPP) shall, at a minimum, meet or exceed the structural properties, as listed below. Contractor’s design Engineer shall substantiate the physical properties used in the design of the CIPP’s in the PWS by including test data.

Minimum Physical CIPP Properties

Property	Test Method	Initial Cured Composite Per ASTM F1216/F2019
Flexural Modulus of Elasticity (Short Term): Felt Tubes / Fiberglass Tubes (as recommended by the Manufacturer)	ASTM D-790	250,000 psi / 725,000 psi
Flexural Strength (Short Term): Felt Tubes / Fiberglass Tubes, (as recommended by the Manufacturer)	ASTM D-790	4,500 psi / 6,500 psi
Tensile Strength (Short Term): Felt Tubes / Fiberglass Tubes (For Pressure Pipes Only)	ASTM D-638	3,000 psi / 9,000 psi

The required structural CIPP wall thickness shall be based, as a minimum, on:

1. The physical properties of the cured composite and
2. Per the design of the Professional Engineer hired by Contractor and
3. In accordance with the Design Equations contained in the appendix of the ASTM standards (unless noted otherwise), and
4. The minimum design parameters following:

Pipe Condition	Fully Deteriorated
Design Safety Factor	2.0
Max Water Pressure in Pipe	4.0 psi
Creep Retention Factor	50%
Ovality	5%
Constrained Soil Modulus	1,000 psi
Groundwater Depth	Equal to height of soil above pipe minus 1 foot
Soil Depth (above the crown)	As indicated on drawings

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Live Wheel Load	HS-20 (16,000 pounds)
Soil Load (assumed)	120 lb./cu. Ft.
Minimum Service Life	50 years
Design Standard	ASTM F1216

The Contractor shall submit, prior to installation of the lining materials, certification of compliance with these specifications. Certified material test results shall be included that confirm all materials conform to these specifications. Materials not complying with these requirements will be rejected.

The design soil modulus may be adjusted based on data determined from detailed project soil testing results as performed and provided by the Contractor. If Contractor chooses to perform detailed soil testing, it shall be at no additional expense to the Owner.

#### Hydrophilic End Seal Sleeve

##### Intent:

1. Provide a safe, efficient, cost-effective installation method of a hydrophilic pipe end sealing product for the junction of a main and a manhole. The end seal shall provide a full-circle compression sealing product, shall be compatible with inverted CIPP liners and pull-in-place CIPP liners. The product shall be Insignia™ End Seal as provided by LMK Technologies or accepted equal.

##### Overview:

The hydrophilic end seal sleeve process shall provide a full-circle seal at the junction of a main and a manhole by using a tubular sleeve of hydrophilic material specifically tailored to provide the safest, efficient, cost-effective, watertight seal at the ends of a rehabilitated pipe. Hydrophilic rope or caulk is not acceptable.

The hydrophilic end seal sleeve shall provide a hydrophilic material that does not shift or move during installation of a rehabilitative pipe liner and a uniform seal and consistent wall thickness around the pipe end after installation of a pipe liner.

The hydrophilic end seal sleeve shall include a tubular sleeve constructed of a hydrophilic polymeric material, designed with a specified length and wall thickness to provide a compression seal to the end of a pipe at the manhole. A mechanical fastener band shall be provided with the tubular sleeve that is specifically designed to hold the tubular sleeve in place during installation of a pipe liner. The mechanical fastener may utilize a double-sided adhesive to ensure that neither the tubular sleeve nor the fastener shift during installation.

The hydrophilic end seal sleeve shall be placed within the pipe to be rehabilitated adjacent to the manhole. A mechanical fastener shall be placed against the inner wall of the tubular sleeve during installation, securing the tubular sleeve against the inner wall of the pipe. For sizes 18" and larger, anchor screws should also be installed to assist in holding the mechanical fastening band in place. After the mechanical fastener is secured in place, a liner is

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inserted through the tubular sleeve utilizing known installation methods. After the liner is set in place, the tubular sleeve will swell in the presence of water, creating a full-circle seal between the newly-installed liner and the host pipe for the entire length of the end seal sleeve.

Material:

The hydrophilic end seal sleeve shall be designed to accommodate varying pipe diameters, manhole depths, junction configurations, and pipe liner products. The end seal sleeve shall be compatible with cured-in-place pipe, and different pipe liner installation and curing methods.

Tubular Sleeve: The member that creates the end seal is a hydrophilic neoprene rubber of approximately 50 Shore A durometer. The tubular sleeve shall have a uniform wall thickness of approximately 2 mm, a length of approximately 3.5 inches, and a diameter slightly less than the interior pipe diameter. The hydrophilic neoprene rubber shall have the following characteristics:

Characteristic	Unit	Value	Test Method
Shore A Hardness	point	50 +/- 5	ASTMD2240
Tensile Strength	psi	1,177	ASTMD412
Elongation at Break	%	523	ASTMD412
Specific Gravity		1.2	ASTMD297
Swell Capacity in Water Contact	%	200	GRCS

Two types of mechanical fasteners may be used with end seal sleeve:

1. A shape-memory alloy that has been formed into a specific acute or other curvilinear configuration having an outer profile that is generally greater than the circumference of the pipe before insertion.
2. A ratcheting retaining ring includes a strip of material having a total length generally greater than the pipe diameter. A ratcheting worm gear is attached to the strip and the strip is formed into a ring shape of variable diameter.

Dual-sided Adhesive Tape: For some mechanical fasteners, a dual-sided adhesive tape may be used to affix the mechanical fastener to the tubular sleeve before installation within the pipe. For sizes 18" and larger, anchor screws shall also be installed to assist in holding the mechanical fastening band in place.

Installation:

Install end seal sleeve in accordance with all manufacturer instructions.

#### Continuous Temperature Monitoring

Contractor shall continuously monitor the cure cycle of the CIPP.

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1. It shall be a minimum requirement that the entire cure cycle (heat-up/cool-down) for pipe diameters greater than 18 inches, be monitored by a system that will monitor the liner cure incrementally every 18" or less to verify that an exothermic reaction has occurred and that a full cure has taken place along the entire length of the liner. The cure information must be taken from the bottom third of the pipe liner. Cure parameter information shall be provided by the resin manufacturer.
2. Owner shall receive a deliverable in the form of a visual graphic "waterfall" representation of the entire cure process as it relates to time, temperature and footage. For quality assurance purposes, the system shall have the ability to be remotely viewed "live" by the Engineer/Owner (at a minimum, through equipment used on site by the Contractor). Data collected shall be provided to the Owner in both an Excel spreadsheet and read-only graphical viewer formats.
3. Systems that just measure at each end or at wider intervals than every 18" will not be allowed. Data collected shall be provided to the Engineer and Owner at the same time as the post-lining inspection videos.
4. Continuous monitoring shall be accomplished using Veri-Cure, Zia Systems, LLC or approved equal.

#### Construction Requirements

Preparation, cleaning, inspection, size verification, sewage by-passing and public notification. The Contractor shall clean the interior of the existing host pipe prior to installation of the CIPP liner. All debris and obstructions, that affect the installation and the final CIPP product delivery to the Owner, shall be removed and disposed. Internal pipe dimensions shall be confirmed by Contractor prior to ordering the liner.

The CIPP liner shall be constructed of materials and methods, that when installed, shall provide a jointless and continuous structurally sound CIPP able to withstand all imposed static and dynamic loads for 50 years or more.

The Contractor may, under the direction of the Owner, utilize any of the existing manholes in the project area as installation access points. If Contractor's work and/or equipment is located in a public right-of-way, they shall furnish, install and maintain traffic devices in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) and the details provided in these specifications and drawings.

Public Notification – The Contractor shall make every effort to maintain sewer service usage throughout the duration of the project. A public notification program shall be implemented and shall as a minimum, require the Contractor to be responsible for contacting each home or business in the vicinity of the sewer lining and informing them of work to be conducted, and when the sewer will be off-line. The Contractor shall also provide written notice to be delivered to each home or business the day prior to the beginning of work being conducted on the pipe segment, and a telephone number of the Contractor they can call to discuss the project or any potential problems.

By-passing Existing Sewage Flows - The Contractor shall provide for the flow of existing mainline around the section or sections of pipe designated for CIPP installation. Installation of the liner shall not begin until the Contractor has installed the required plugs or a sewage by-pass system and all pumping facilities have been installed and tested under full operating conditions including the bypass of mainline flows and local sewer flows (e.g., pipe-to-pipe and pipe-to-manhole connections). Once the lining process has begun, existing sewage flows shall be

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maintained, until the resin/felt tube composite is fully cured, cooled down, televising completed and the CIPP ends finished. The Contractor shall coordinate sewer bypass and flow interruptions with the Owner at least 7 days in advance and with the property owners and businesses at least 2 business day in advance.

Contractor shall perform post-cleaning video inspections of the pipelines. Only PACP certified personnel trained in locating breaks, active leakage, and obstacles by closed circuit television shall perform the inspection. The Contractor shall provide the Owner and Engineer a copy of the pre-cleaning and post-cleaning video and suitable log, and/or in digital format for review prior to installation of the CIPP and for later reference by the Owner.

Line Obstructions - It shall be the responsibility of the Contractor to clear the line of obstructions that will interfere with the installation and long-term performance of the CIPP. If pre-installation inspection reveals an obstruction, misalignment, broken or collapsed section or sag that was not identified as part of the original scope of work and will prohibit proper installation of the CIPP, the Contractor shall notify the Owner and Engineer immediately to address the problem(s). Removal of any previously unknown obstructions shall be considered as a changed condition. The cost of removal of obstructions that appeared on pre-bid video documentation and made available to the Contractor, prior to the bid opening, shall be included in the unit price bid item.

Contractor shall be responsible for proposing, documenting and implementing a solution to address active leakage in the sewer prior to installing liner. Owner and Engineer shall concur with the solution. Proposed solution shall be one that minimizes the potential for resin wash-out and/or creating weak spots in the liner.

#### Installation

The CIPP Liner shall be installed and cured in the host pipe per the manufacturer's specifications as described and submitted in the PWS.

The installation shall be in accordance with the applicable ASTM standards with the following modification:

1. The wet-out tube shall be positioned in the pipeline using the method specified by the manufacturer. Care should be exercised not to damage the tube as a result of installation. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.

Prior to installation, remote temperature gauges or sensors shall be placed inside the host pipe to monitor the temperatures during the cure cycle continuously along the length of liner. Liner and/or host pipe interface temperature shall be monitored and logged during curing of the liner.

To monitor the temperature of the liner wall and to verify correct curing, temperature monitors shall be placed between the host pipe and the liner in the bottom of the host pipe (invert) throughout its entire length (continuous) to monitor the temperature on the outside of the liner during the curing process. For continuous temperature monitoring, a fiber optic cable is installed in the pipe invert prior to the liner installation. The fiber optic cable is monitored by a computer that is capable of recording temperatures at the interface of the liner and the host pipe continuously in time and location throughout the entire pipeline being rehabilitated.

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Curing shall be accomplished by utilizing the appropriate medium or ultraviolet light in accordance with the manufacturer's recommended cure schedule. The curing source or input and output temperatures shall be monitored and logged during the cure cycles. The manufacturer's recommended cure method & schedule shall be used for each line segment installed, and the liner wall thickness and the existing ground conditions with regard to temperature, moisture level, and thermal conductivity of soil, per ASTM as applicable, shall be taken into account by the Contractor.

For heat cured liners, if any temperature sensor, or continuous sensor location does not reach the temperature as specified by the manufacturer to achieve proper curing or cooling, the installer can make necessary adjustments to comply with the manufacturer's recommendations. For continuous temperature monitoring, the system computer should have an output report that specifically identifies stations along the length of pipe, indicates the maximum temperature achieved and the sustained temperature time at the stations. At each station along the length of the pipe, the computer should record both the maximum temperature and the minimum cool down temperature and comply with the manufacturer's recommendations.

For UV Cured Liners, all light train sensor readings, recorded by the tamper proof computer, shall provide output documenting the cure along the entire length of the installed liner. The cure procedure shall be in accordance with the manufacturer's recommendation as included in the PWS submission by the contractor.

Ultra-violet (UV) light curing of glass fiber (fiberglass) tubing shall adhere to the following:

1. The approved system must utilize an outer and inner film to ensure that the liner remains intact during the insertion process and to protect the resin at all times during the installation and curing process from water and debris contamination, and resin migration
2. A constant tension winch should be used to pull the glass fiber liner into position in the pipe. The liner shall have a lateral fiberglass reinforcement band which runs the entire length of the liner ensuring that the pulling force is transferred to the band and not the fiberglass liner. Once inserted, end plugs shall be used to cap each end of the glass fiber liner to prepare for pressurizing the liner. The end plugs should be secured with straps to prevent them from being expelled due to pressure. Liner restraints should be used in manholes.
3. A slip sheet shall be installed on the bottom one third to one half of the pipe prior to liner insertion, for the purpose of protecting the liner during insertion and reduce the drag, or as recommend by the liner manufacturer.
4. The glass fiber liner shall be cured with UV light sources at a constant inner pressure. When inserting the curing equipment in the liner, care should be taken to not damage the inner film material.
5. The UV light sources should be assembled according to the manufacturer's specifications for the liner diameter. For the liner to achieve the required water tightness and specified mechanical properties, the following parameters must be controlled during the entire curing process, giving the Engineer a record of the curing parameters over every segment of the entire length of the liner. This demonstrates that the entire liner is cured properly. The recording will include:

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- a. Curing speed
- b. Light speed
- c. Light source working and wattage
- d. Inner air pressure
- e. Curing temperature
- f. Date and time
- g. Length of liner

This will be accomplished using a computer and data base that are tamper proof. During the curing process, infrared sensors will be used to record curing data that will be submitted to the Owner/Engineer with a post CCTV inspection on DVD or acceptable media.

6. The optimal curing speed, or travel speed of the energized UV light sources, is determined for each length of liner based on liner diameter, liner thickness, and exothermic reaction temperature.
7. The inner film material should be removed and discarded after curing to provide optimal quality of the final product.

#### Cool Down

The Contractor shall cool the CIPP in accordance with the approved CIPP manufacturer's recommendations as described and outlined in the PWS.

Temperatures and curing data shall be monitored and recorded, by the Contractor, throughout the installation process to ensure that each phase of the process is achieved as approved in accordance with the CIPP System manufacturer's recommendations.

#### Finish

The installed CIPP shall be continuous over the entire length of a sewer line section and be free from visual defects such as foreign inclusions, dry spots, pinholes, major wrinkles and delamination. The CIPP shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to inside the lined pipe.

Any defect, which will or could affect the structural integrity or strength of the linings, shall be repaired at the Contractor's expense.

The beginning and end of the CIPP shall be sealed to the existing host pipe. The sealing material shall be compatible with the pipe end and shall provide a watertight seal.

If the wall of the CIPP leaks, it shall be repaired or removed and replaced with a watertight pipe as recommended by the manufacture of the CIPP system.

Compensation shall be at the actual length of cured-in-place pipe installed. The length shall be measured from center of manhole to center of manhole. The unit price per linear foot installed shall include all materials, labor, equipment and supplies necessary for the complete CIPP liner installation. Compensation for pipe sealing at the manhole/wall interface, shall be included in the

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unit price bid.

#### Manhole Connections

A hydrophilic seal compatible with the installed CIPP shall be applied at manhole/wall interface in accordance with this specification.

External reconnections, where necessary, are to be made with a tee fitting in accordance with CIPP System manufacturer's recommendations. Saddle connections shall be seated and sealed to the new CIPP using grout or resin compatible with the CIPP.

#### Testing of Installed CIPP

The physical properties of the installed CIPP shall be verified through field sampling and laboratory testing. All materials for testing shall be furnished by the Contractor to the Laboratory for testing. All materials testing shall be performed at the Contractor's expense, by an independent third-party laboratory as recommended by the CIPP manufacturer and confirmed by the Owner. All tests shall be in accordance with applicable ASTM test methods to confirm compliance with the requirements specified in these contract documents.

The Contractor shall provide samples for testing for review by the Owner and Engineer from the actual installed CIPP liner. Samples shall be provided, at a minimum from two locations per segment (manhole to manhole) of CIPP installed. The sample shall be fabricated from material taken from the tube and the resin/catalyst system and cured in a clamped mold placed in the downtube when heated water is used and in the silencer when steam is used. The Opening produced from the sample shall be repaired in accordance with manufacturers recommended procedures. Properties to be tested include flexural modulus of elasticity, flexural strength and liner thickness.

The laboratory results shall identify the test sample location as referenced to the nearest manhole number. Final payment for the project shall be withheld pending receipt and approval of the test results. If properties tested do not meet the minimum physical and thickness requirements, the CIPP shall be repaired or replaced by the Contractor unless the actual physical properties and the thickness of the sample tested meet the design requirements as required in the contract.

Chemical resistance - The CIPP system installed shall meet the chemical resistance requirements of ASTM F1216 and ASTM D5813. CIPP samples tested shall be of fabric tube and the specific resin proposed for actual construction. It is required that CIPP samples without plastic coating meet these chemical testing requirements. A certification may be submitted, by the Contractor, from the manufacturer, verifying that the chemical resistance of the CIPP meets the contract requirements.

Hydraulic Capacity - Overall, the hydraulic capacity shall be maintained as large as possible. The installed CIPP shall at a minimum be equal to the full flow capacity of the original pipe before rehabilitation. In those cases, where full capacity cannot be achieved after liner installation, the Contractor shall submit a request to waive this requirement, together with the reasons for the waiver request. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

The installed CIPP thickness shall be measured for each line section installed. If the CIPP thickness does not meet that minimum specified in the contract and submitted as the approved

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design by the Contractor, then the liner shall be repaired or removed unless the tested physical properties and the thickness of the sample tested meet the design requirements as required in the contract. The liner thickness shall have tolerance of minus 5% to plus 10% from the installation thickness. The finished liner thickness shall be greater than or equal to the minimum design thickness as shown in the Contractor's design calculations. In man-entry size piping the Contractor shall remove a minimum of one sample or one sample every line section of installed CIPP not meeting the specified design thickness, to be used to check the liner thickness. The samples shall be taken by core drilling 2-inch diameter test plugs from the 12:00 o'clock position, at random locations selected by the Owner. As an alternative the Contractor may use industry proven, non-destructive methods for confirming the thickness of the installed CIPP, with review and approval of the Engineer.

All costs, to the Contractor, associated with providing and testing cured CIPP samples for testing shall be included in the unit price bid. Payment for all testing by a laboratory will be paid for, by the Contractor.

#### Final Acceptance

All CIPP sample testing and repairs to the installed CIPP as applicable, shall be completed, before final acceptance, meeting the requirements of these specifications and documented in written form.

The Contractor shall perform a detailed closed-circuit television inspection in accordance with ASTM standards and these specifications (02510), in the presence of the Owner and Engineer after installation of the CIPP liner. A radial view (pan and tilt) TV camera shall be used. The finished liner shall be continuous over the entire length of the installation and shall be free of significant visual defects, damage, deflection, holes, leaks and other defects. Unedited digital documentation of the inspection shall be provided to the Owner/Engineer on acceptable digital media within ten (10) working days of the liner installation. Two sets of videos and reports shall be submitted to the Engineer. The data shall note the inspection date, debris, as well as any other defects in the liner, including, but not limited to, gouges, cracks, bumps, or bulges. If post installation inspection documentation is not submitted within ten (10) working days of the liner installation, the Owner may at its discretion suspend any further installation of CIPP until the post-installation documentation is submitted. As a result of this suspension, no additional working days will be added to the contract, nor will any adjustment be made for increase in cost. Immediately prior to conducting the closed-circuit television inspection, the Contractor shall thoroughly clean the newly installed liner removing all debris and build-up that may have accumulated, at no additional cost to the Owner.

Bypass pumping or plugging from the upstream manhole shall be utilized to minimize sewage from entering the line during the inspection. In the case of bellies in the line, the pipe shall be cleared of any standing water to provide continuous visibility during the inspection.

Where leakage is observed through the wall of the pipe, the contractor shall institute additional testing including but not limited to air testing, hydrostatic (exfiltration) testing, localized testing and any other testing that will verify that the leakage rate of the installed CIPP does not exceed acceptable tolerances specified in the contract. As an alternative to further leakage testing, the Contractor may choose to repair any observed leaks.

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#### Measurement and Payment

Measurement of lining shall be the actual length of lining installed, measured to the nearest foot. Payment for relining sewers shall include, but not be limited to: pipeline root cutting and cleaning, by-pass pumping, liner installation, service sewer reinstatement, pre and post CCTV inspections, debris disposal and site clean-up. Payment shall be at the respective contract unit prices per lineal foot. Payment shall be made at the contract unit price per lineal foot for the following items:

- ITEM 1 – "CURED-IN-PLACE LINING, 8" DIAMETER (ALL DEPTHS)"
- ITEM 2 – "CURED-IN-PLACE LINING, 12" DIAMETER (ALL DEPTHS)"
- ITEM 3 – "CURED-IN-PLACE LINING, 15" DIAMETER (ALL DEPTHS)"
- ITEM 4 – "CURED-IN-PLACE LINING, 18" DIAMETER (ALL DEPTHS)"

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#### **ITEM 5 – SEWER SERVICE LATERAL CONNECTION RESTORATION (ALL SIZES)**

Under this item the Contractor shall furnish and install all material, equipment and labor necessary to restore the existing sewer service lateral connections after the sanitary sewer main cured-in-place liner (CIPP) has been installed.

All active sanitary sewer services shall be reestablished by the Contractor. Unless directed by the Engineer or Owner, those tees or taps that are plugged (with a manufactured plug) are not to be reinstated and those unplugged are to be reinstated.

During the camera inspection of the existing pipe (prior to lining) the contractor shall record the location and condition of all existing service laterals. Any services lateral with questionable condition or questionable use shall be brought to the Engineer's and Owner's attention. The Engineer and Owner shall determine if the lateral should be reestablished.

After the CIPP installation the contractor shall utilize a television camera and a robotic cutting device to reconnect the existing sewer service laterals. Service lateral capacity shall be reestablished to ninety-five (95) percent of the capacity before the commencement of the CIPP work. The Contractor shall document that all the service laterals noted in the pre-CIPP inspection have been reestablished. Sewer service lateral connections shall not be out of service for more than 12 hours during the CIPP installation process.

The contractor shall be responsible for coordinating communications with affected service sewer users of their operations and be responsible for any damage to the sewer service or private property that may occur due to the installation of the CIPP liner or the restoration of the service lateral.

The contractor shall take special care to remove the pipe coupon that is cut from the liner to restore the lateral connection. The Contractor shall not allow this pipe coupons to flow downstream into the sewer collection system. All pipe coupons shall be removed from the collection system.

A second CCTV inspection shall be performed to verify the proper opening of service laterals. The owner will receive CD or DVD documenting the inspection and a written report documenting the project.

#### **Measurement and Payment**

Measurement of sewer service lateral connection restoration shall be per each sewer service lateral connection restored. Payment for sewer service lateral connection restoration shall include, but not be limited to: by-pass pumping, service sewer reinstatement, and site clean-up. Payment shall be at the respective contract unit prices per each. Payment shall be made at the contract unit price per each for the following item:

ITEM 5 – “SEWER SERVICE LATERAL CONNECTION RESTORATION (ALL SIZES)”

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#### **ITEM 6 – SERVICE LATERAL LINING (ALL SIZES)**

Under this item the Contractor shall furnish and install all material, equipment and labor necessary to reline existing sanitary sewer service laterals by means of a one-piece main and lateral cured-in-place liner (MLCIPL). The CIPP liner shall extend a minimum of 3 feet into the existing service lateral. The location of Sewer Service Lateral CIPP will be determined by the engineer and owner based on the main line Pre-Lining Inspection Video. Sewer Service Lateral CIPP will only occur on laterals off of the proposed sanitary sewer mains that are to be lined as a part of this project.

This specification covers requirements and test methods for the reconstruction of a sewer service lateral pipe and a short section of the main pipe without excavation. The lateral pipe shall be remotely accessed from the main pipe. This shall be accomplished by the installation of a resin impregnated one-piece main and lateral lining by means of air inflation and inversion. The liner is pressed against the host pipe by pressurizing a bladder that is held in place until the thermo-set resins have cured. When cured, the liner shall extend over a three-foot length of the service lateral and a particular section of the main pipe as a continuous, one-piece, tight fitting, corrosion resistant and verifiable non-leaking cured in-place pipe.

The sewer service lateral CIPP shall be accomplished using a non-woven textile tube of particular length and a thermo-set resin with physical and chemical properties appropriate for the application. The lateral tube located within a translucent inversion bladder is vacuum impregnated with the synthetic resin and is then placed inside of a protective carrying device. The mainline portion of the liner is physically attached to the lateral portion and is affixed around a rigid launching device. The protective launching device is winched into the existing sewer. When the launching device is properly positioned at the lateral connection, the mainline bladder is inflated by pressurized air that presses the main liner against the host pipe. The lateral portion is then, inverted up through the lateral service line by the action of the inversion bladder. Once the resin-saturated liner is cured, the inversion bladder and launching/carrying devices are removed.

#### Standards

- A. ASTM D543 Test Method for Resistance of Plastics to Chemical Reagents
- B. ASTM D638 Test Method for Tensile Properties of Plastics
- C. ASTM D790 Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
- D. ASTM F1216 Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
- E. ASTM D2990 Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics
- F. ASTM D5813 – Standard Specification for Cured-in-Place Thermosetting Resin Sewer Pipe.
- G. ASTM F2561 – Standard Practice for Rehabilitation of a Sewer Lateral and Its Connection to the Main Using a One Piece Main and Lateral Cured-In-Place Liner

#### Experience and Qualifications

The system proposed (materials, methods, workmanship) must be proven through previous successful installations to an extent and nature satisfactory to the Owner and the Engineer that is commensurate with the size of the project being proposed. Since CIPP is intended to have a 50-

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year design life, only products deemed to have this performance will be accepted. All Contractors must submit proof that they meet the product and installer requirements noted in this Special Provision of this section with their bid.

A qualified bidder for installing a mainline/lateral connection and lateral repair system shall use a Manufactured System that has a minimum of a five-year history of satisfactory performance and the Manufactured System shall have performed a minimum of 10,000 successful installations during this time period in the U.S., including 300,000 feet of lateral lining. Bidders shall be prepared to submit a list of installation projects, number of connections sealed and lateral footage lined providing contact names, addresses, and telephone numbers for reference.

#### Submittals

Submittals shall be made in accordance with this Special Provision and the contract documents. In addition, submittals shall include manufacturer's product specifications and dimensional data for all components and certification that each manufacturer meets the applicable manufacturer's qualifications stated in this section.

The Contractor shall submit the following information:

1. Manufacturer's certification that the materials to be used meet the referenced standards and these specifications.
2. License or certificate verifying Manufacturer's/Licenser's approval of the installer.
3. Proposed equipment and procedures for accomplishing the work.
4. Lining Manufacturer's product data and instructions for resin and catalyst system.
5. Calculations for wall thickness designs shall be completed by a licensed professional engineer proficient in the design of pipeline systems.
6. Written certification from the resin manufacturer that the resin material to be used is compatible with the proposed application. The certification shall include curing temperature and curing schedule (i.e. duration of the temperature at all stages of curing). The curing schedule may be extended for longer cure times due to weather conditions, but curing time shall not be reduced.

#### Quality Assurance

The Contractor shall prepare a sample for each installation of CIPP. The samples shall be restrained samples for diameters of CIPP less than 18". The flat plate samples shall be taken directly from the wet out tube, clamped between flat plates, and cured in the downtube. The restrained samples shall be tested for thickness and initial physical properties; flat plate samples shall be tested for initial physical properties only.

#### Warranty

Contractor shall provide a one-year warranty period. During the one-year warranty period, any defects that affect the long term, structural integrity of the CIPP shall be repaired as approved by the Owner. If any CIPP fails during the warranty period to make a watertight seal at any manhole opening, lateral, or any other point in the sewer pipe, it will be the Contractor's responsibility to seal completely and/or grout the leaks as recommended by the CIPP manufacturer and as approved by the Owner. Seal material shall be compatible with the CIPP. Any repairs of

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defective CIPP shall be at no additional cost to the Owner. Repairs to defective CIPP shall have a one-year warranty beginning with the date the repair is completed. The Contractor shall be liable for damage from backups, which result from Contractor operations during the installation of the CIPP.

#### Regulatory Requirements

The Contractor shall carry out their operations in strict accordance with OSHA and the manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving working with scaffolding and entering confined spaces.

#### Material

- Liner Assembly - The liner assembly shall be continuous in length and consist of one or more layers of absorbent textile material i.e. needle punched felt, circular knit or circular braid that meet the requirements of ASTM F1216 and ASTM D5813 Sections 6 and 8. The textile tube and sheet shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe segments, and flexibility to fit irregular pipe sections. The wet-out textile tube and sheet shall meet ASTM F 1216, 7.2 as applicable, and shall have a uniform thickness and 5% to 10% excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.
- Bladder Assembly - The outside layer of the textile tube (before inversion) and interior of the textile sheet shall be coated with an impermeable, translucent flexible membrane. The textile sheet before insertion shall be permanently marked as a "Lateral Identification" correlating to the address of the building and the lateral pipe services. The sheet and tube shall be surrounded by a second impermeable, flexible translucent membrane (translucent bladder) that will contain the resin and facilitate vacuum impregnation while monitoring of the resin saturation during the resin impregnation (wet-out) procedure.
- Mainline Connection - The mainsheet and lateral tube shall be a one-piece assembly formed in the shape of the TEE or WYE Connection. No intermediate or encapsulated elastomeric layers shall be in the textile that may cause de-lamination in the cured in-place pipe. The main sheet will be flat with one end overlapping the second end and sized accordingly to create a circular lining equal to the inner diameter of the main pipe. The lateral tube will be continuous in length and the wall thickness shall be uniform. The lateral tube will be capable of conforming to offset joints, bells, and disfigured pipe sections.
- The resin/liner system shall conform to ASTM D5813 Section 8.2.2 - 10,000-hour test.
- The resin shall be a corrosion resistant polyester, vinylester, epoxy or silicate resin and catalyst system that when properly cured within the composite liner assembly, meets the requirements of ASTM F1216, the physical properties herein, and those which are to be utilized in the design of the CIPP, for this project.
- The resin shall produce CIPP, which will comply with the structural and chemical

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resistance requirements of ASTM F1216.

#### Design Requirements

The design of CIPP liners shall be in accordance with the requirements of ASTM F1216. For design considerations it will be assumed:

1. Fully deteriorated pipe condition.
2. Height of groundwater above the pipe will be equal to the height of soil above the pipe.
3. Percent of ovality of the host pipe is assumed to be (2) percent
4. Modulus of soil reaction is equal to 700 psi
5. Minimum long-term modulus of elasticity of 150,000 psi
6. Minimum initial modulus of elasticity of 300,000 psi

#### Structural Requirements

The thickness of the CIPP necessary to meet the above noted design requirements shall be verified by the Contractor, but shall not be less than 9 millimeters for 12 inch diameter pipe, 7.5 millimeters for 10 inch diameter pipe, and 7.5 millimeters for 8 inch diameter pipe. Calculations for the verification of the CIPP thickness shall be performed by the material supplier and shall be submitted to the Engineer for review.

The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.

#### Examination and Preparation

When required, the flow shall be bypassed. The pumping system will be sufficiently sized for normal to peak flow conditions. The upstream manhole shall be monitored at all times so the the plugs may be removed at any time. The cost of bypass pumping shall be included in the cost of Cured-In-Place Lining.

All roots, debris, build-up, sediments, mineral deposits, rebar, bricks, blocks and protruding service connections shall be removed from the existing 8-inch diameter sewer before installing the cured-in-place liner.

Installer shall clean and inspect the line prior to lining utilizing a pan/tilt camera capable of verifying active or inactive service connections and the overall structural condition of the sewer pipeline. The current condition of the sewer pipeline shall be compared to the original designed condition to verify that design parameters have not changed. See Deviations paragraph below. The cost of cleaning and inspecting the pipe prior to installing the liner shall be included in the cost of CIPP installation.

The contractor shall provide a DVD copy of the pre-installation inspection to the engineer and owner for review. The Contractor shall provide the engineer and owner a minimum of 7 calendar days to review the pre-installation video prior to performing the CIPP installation.

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#### Hydrophilic End Seal Sleeve

All CIPP installation shall include a hydrophilic end seal to prevent water from flowing between the CIPP liner and host Pipes to the termination points of liner.

Hydrophilic sleeve seal shall be a compression gasket made of neoprene rubber which is engineered to absorb water. The hydrophilic Sleeve shall be capable of swelling of minimum of seven times its original size when subjected to water in a 24 to 48 hour period.

The hydrophilic seal material shall be provided in kits that are designed to accommodate varying pipe diameters, manhole depths, junction configurations, and pipe liner products. The seal material shall be compatible with cured in place Lining.

Hydrophilic sleeve shall have a uniform wall thickness of approximately 2 mm, a length of approximately 3.5 inches, and a diameter slightly less than the interior pipe diameter. Sleeve shall be equipped with mechanical fasteners, and shall be installed per manufacturer's recommendations.

#### Acceptable manufactures

- 1- Insignia TM End Seal Sleeve - LMK technologies
- 2- Or approved equal

#### Installation

Installation of CIPP shall be performed using an inversion process and shall be in accordance with these specifications and ASTM F1216. Resin Impregnation, inversion, curing and cool down shall be in accordance with manufacturer's recommendations and ASTM F1216.

The tube shall be inspected for tears and frayed sections. The tube, in good condition, shall be vacuum impregnated with the thermoset resin. The resin shall be introduced into the tube creating a slug of resin at the beginning of the tube. A set of calibration rollers will assist the resin slug to move throughout the tube. All air in the tube shall be removed by vacuum allowing the resin to thoroughly impregnate the tube. All resin shall be contained to ensure no public property or persons are exposed to the liquid resin. A resin-impregnated sample (wick) shall be retained by the installer to provide verification of the curing process taking place in the host pipe.

The liner tube shall not be impregnated with resin more than 24 hours before time of installation and stored out of direct sunlight at temperatures less than 40 degrees Fahrenheit (4 degrees Celsius).

The heat source shall have suitable monitors to gauge temperature of incoming and outgoing water/steam supply. An additional gauge shall be placed between the impregnated liner and the pipe invert at remote manhole to determine the temperature during cure.

Initial cure shall be complete when inspection of exposed portions of liner to be hard and round and remote temperature sensor indicates that temperature has reached required levels.

Cool hardened liner to temperature below 100 degrees F. Cool down by introduction of cool water or air into the liner. Care shall be taken in release of static head so that vacuum will not be

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developed that could damage newly installed liner.

#### Field Quality Control

The finished liner shall be continuous over the entire length of insertion run and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes and delaminations. Liner shall conform to shape of pipe existing before installation and not be out of round by more than 10%.

Liner thickness shall be accurately measured and shall not be more than 5% less than the thickness required to meet the design criteria specified in this special provision.

Testing shall be accordance with ASTM D638 and D790. Specimens tested shall be actual thickness of fabricated liner. Do not machine specimen on surface. Make test with smooth (inner) face in compression using 5 specimens.

Chemical Resistance - The CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical-testing requirements.

Hydraulic Capacity - Overall, the hydraulic cross-section shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

CIPP Field Samples - When requested by the Owner, the Contractor shall submit test results from field installations of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified in Section 5.5 have been achieved in previous field applications. Samples for this project shall be made and tested as described in Section 10.1.

A second CCTV inspection shall be performed to verify the proper cure of the material, the proper opening of service laterals, and the integrity of the seamless pipe. The owner will receive CD or DVD documenting the inspection and a written report documenting the project.

#### Deviations

Should the pre-installation inspection reveal conditions in the sanitary sewer to be substantially different than those viewed from the inspection video made available in the bidding process and used in the design of wall thickness, tube construction, tube length, and resin system; the installer is required to request appropriated changes, supporting such requests with videotape recording of existing conditions and design data. The deviation, if approved, will be reflected by an appropriate addition or deduction in the original price for the scope of work. Work that has been bid without requesting TV inspection video on file with the engineer shall not be eligible for additional payment or original bid price.

#### Clean-Up

At completion of work, remove rubbish, debris, dirt, equipment and excess material from site. Clean and restore adjacent surfaces soiled by and during course of work to conditions equal to site conditions prior to the project. At the conclusion of the Work, the Contractor shall

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thoroughly clean the entire new lined pipe by flushing with water or other means to remove all debris or other material that may have entered during the construction period.

#### Final Acceptance

Upon completion, the installer will deliver two copies of the CD or DVD and reports to the Engineer. The Engineer shall review the documentation and the site to determine that the scope of work is complete and the work is satisfactory.

#### Measurement and Payment

Measurement of Sewer Service Lateral CIPP shall be per liner installed. Payment for sewer service lateral CIPP shall include, but not be limited to: Cleaning, by-pass pumping, liner installation, pre and post CCTV inspections, debris disposal and site clean-up. Payment shall be at the respective contract unit prices per each Sewer Service Lateral. Payment shall be made at the contract unit price per each for the following item:

ITEM 6 – “SEWER SERVICE LATERAL CIPP (ALL SIZES)”

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#### **ITEM 7 – MANHOLE REHAB: SPRAY-ON URETHANE LINER**

Under this item the Contractor shall furnish and install all materials, labor, equipment, and services necessary for traffic control, bypass pumping and/or diversion of sewage flows, cleaning equipment, product installation, all quality controls and samples for performance of required material tests, final inspection and warranty work, all as specified in these contract documents and at the quantities of each component.

##### Standards

- A. ASTM D7234 - Adhesion
- B. ASTM D412 - Tensile Strength (PSI)
- C. ASTM D412 - Elongation (%)
- D. ASTM D624 - Tear Strength (PLI)
- E. ASTM D2240 - Hardness
- F. ASTM D522 - Flexibility (1/8" mandrel)
- G. ASTM D4060 - Taber Abrasion (mg loss)

##### Materials

The materials to be utilized in the lining of wastewater structures shall be designed and manufactured to withstand the severe effects a wastewater environment.

The lining system to be utilized for wastewater structures shall be a multi-layer 'stress skin panel' liner system as described below:

1. Liner.

##### Installation

Moisture barrier  
Surfacer  
Final corrosion barrier

##### Liner

Modified Polymer (Silicone modified polyurea)  
Polyurethane/Polymeric blend foam  
Modified polymer (Silicone modified polyurea)

2. The Modified polymer (silicone modified polyurea) shall be sprayable, solvent free, two-component polymeric, moisture/chemical barrier specifically developed for the corrosive wastewater environment.
3. The polyurethane rigid structure foam, shall be low viscosity two-component, containing flame retardants.
4. Total thickness of multi-layer liner system shall be a minimum of 500 mils.

The product shall be SPECTRASHIELD, manufactured by CCI Spectrum, Inc., or approved equal.

##### Submittals

The contractor shall submit the product and installation data for the spray-on urethane liner. The Contractor shall submit current documentation (from the manufacturer) certifying that

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the Contractor's training and equipment comply completely with their product quality assurance requirements.

#### Initial Inspection

Applicator shall take appropriate action to comply with all local, state, and federal regulations including those set forth by OSHA, EPA, the Owner and any other applicable authorities.

Prior to conducting any work, an initial inspection of the structure shall be performed to determine need for protection against hazardous gases or oxygen depleted atmosphere and the need for flow control or flow diversion.

New Portland cement structures shall have endured a minimum of 28 days since manufacture prior to commencing installation of the liner system.

#### Surface Preparation

The surface preparation program will include checking the atmosphere for hydrogen sulfide, methane, low oxygen, or other gases, approved flow control equipment, and surface preparation equipment.

Surface preparation for standard manhole structures shall be in accordance with the manufacturer's recommendations, and may include high pressure water cleaning and shall provide a surface compatible for installation of the liner system.

Surface preparation and methods for other structures shall be in accordance with the manufacturer's recommendations, and may include high pressure water cleaning, hydro blasting, abrasive blasting, grinding, or detergent water cleaning, and shall be suited to provide a surface compatible for installation of the liner system.

The surface preparation method shall produce a cleaned, abraded and sound surface with no evidence of laitance, loose concrete, loose brick, loose mortar, contaminants or debris, and shall display a surface profile suitable for application of the liner system in accordance with the manufacturer's recommendations.

After completion of surface preparation, perform the seven point check list, inspecting for:

- |                  |                                    |
|------------------|------------------------------------|
| 1. Leak          | 5. Ring and Cover condition        |
| 2. Cracks        | 6. Invert Condition                |
| 3. Holes         | 7. Inlet and Outlet Pipe Condition |
| 4. Exposed Rebar |                                    |

After the defects in the structure are identified, repair all leaks and severe cracks with methods approved by the manufacturer.

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Upon completion of leak and crack repair, the surface shall be primed in accordance with the manufacturer's recommendations.

#### Material Installation

Application procedures shall conform to recommendations of the manufacturer, including materials handling, mixing, environmental controls during application, safety and spray equipment.

Spray equipment shall be specifically designed to accurately ratio and apply the liner system.

Application of multi-component liner system shall be in strict accordance with manufacturer's recommendation. Final installation minimum total thickness shall be 500 mils. A permanent identification and date of work performed shall be affixed to the structure in a readily visible location.

#### Final Inspection

Final liner system shall be completely free of pinholes or voids. Liner thickness shall be the minimum value as described herein.

Visual inspection may be made by the Owner/Engineer. Any deficiencies in the finished liner system shall be marked and repaired according to the procedures set forth by the manufacturer.

#### Quality Assurance and Testing

##### General:

1. The Contractor shall test the installed linings as specified by these contract documents. 10% of the installed linings shall be tested using a testing procedure as further delineated below. If more than 5% of the tested linings fail the test than an additional 10% of the manholes are selected for further testing. This process continues until the tested linings meet the requirements of these contract documents, to the satisfaction of the Engineer.

##### Chain of Custody:

1. The Contractor shall perform all testing in the presence of the Owner's representative. The Contractor shall transmit samples to a third-party testing laboratory and will maintain the chain of custody of all samples that are transmitted and tested to verify RCS compliance with these contract documents.

##### Test Requirements:

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1. Visual Inspection
  - a. All manholes shall be visually inspected to identify any leakage into the manhole in areas where linings were installed by the Contractor
2. CIP Material Property Tests
  - a. The physical properties of the installed linings shall be verified through field sampling and laboratory testing. All materials for testing shall be furnished by the Contractor. All materials testing shall be performed at the Contractor's expense, by an independent third-party laboratory. All tests shall be in accordance with applicable ASTM test methods to confirm compliance with the requirements specified in these contract documents and submitted with the PWS.
  - b. The Contractor shall provide samples for testing
3. Vacuum Testing
  - a. Manholes lined in their entirety shall be vacuum tested as specified in these contract documents. All pipes entering the manhole should be plugged, taking care to securely place the plug from being drawn into the manhole. The test head shall be placed, and the seal inflated in accordance with the manufacturer's recommendations. A vacuum of ten (10) inches of mercury shall be drawn and the vacuum pump shut off. With the valves closed, the time shall be measured for the vacuum to drop to nine (9) inches. Following are minimum allowable test times for manhole acceptance at the specified vacuum drop:

Depth (ft)	Time (Seconds)		
	48" Dia	60" Dia	72" Dia
4	10	13	16
8	20	26	16
12	30	39	33
16	40	52	49
20	50	65	67
24	59	78	81
Add for each Additional 2 ft	5	6.66	97

- b. Note: These numbers have been taken from ASTM C 1244-93 (re-approved 2000).
    - c. If the manhole fails the initial test, repairs and adjustments necessary due to extenuating circumstances (i.e. pipe joint, liner, plug sealing) should be made. Retesting shall proceed until a satisfactory test is obtained.
4. Film thickness measurements

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- a. During application a wet film thickness gauge, meeting ASTM D4414 Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages, shall be used. Measurements shall be taken, in the presents of the Owner's representative, documented and attested to by Contractor for submission to Engineer.
5. Holiday Detection Test
  - a. Holiday Detection shall be performed for all coating systems installed in corrosive environments.
  - b. After the epoxy coating product have set in accordance with manufacturer instructions, all surfaces shall be inspected for holidays with high-voltage holiday detection equipment. Reference NACE RPO 188-99 for performing holiday detection.
  - c. All detected holidays shall be marked and repaired by abrading the coating surface with grit disk paper or other hand tooling method. After abrading and cleaning, additional coating can be hand applied to the repair area.
  - d. All touch-up/repair procedures shall follow the coating manufacturer's recommendations.
  - e. Documentation on areas tested, results and repairs made shall be provided to the Engineer, in writing, by Contractor.
6. Adhesion Testing
  - a. A minimum of 10% of the manholes coated shall be tested for adhesion/bond of the coating to the substrate. Testing shall be conducted in accordance with ASTM D4541 as modified herein. Owner's representative shall select the manholes to be tested.
  - b. A minimum of three (3) -20 mm dollies shall be affixed to the coated surface at the cone area, mid section and at the bottom of the structure or in areas suspect from non-destructive evaluation and testing The adhesive used to attach the dollies to the coating shall be rapid setting with tensile strengths in excess of the coating product and permitted to cure in accordance with manufacturer recommendations. The coating and dollies shall be adequately prepared to receive the adhesive.
  - c. Failure of the dolly adhesive shall be deemed a non-test and require retesting. Prior to performing the pull test, the coating shall be scored to within 30 mils of the substrate by mechanical means without disturbing the dolly or bond within the test area.
  - d. Two of the three adhesion pulls shall exceed 200 psi or concrete failure with more than 50% of the subsurface adhered to the coating.
  - e. Should a structure fail to achieve two successful pulls as described above, additional testing shall be performed at the discretion of the Engineer. Any areas detected to have inadequate bond strength shall be evaluated by the Engineer.
  - f. Further bond tests may be performed in that area to determine the extent of potentially deficient bonded area and repairs shall be made by Contractor.

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7. Exfiltration Test

- a. Manholes lined in their entirety (including invert) may be subjected to an exfiltration test. Incoming and outgoing sewer and service lines shall be plugged, the plugs restrained, and the manhole filled with water to the top of the manhole frame. A soaking period of up to 1 hour will be allowed if bypassing of the sewage is not required or has been provided for. At the end of this optional soaking period, the manhole shall be refilled with water and the test begun. If the water loss exceeds that shown in the following table, the manhole will have failed the test. Repairs and adjustments necessary due to extenuating circumstances (i.e. pipe joint, liner, plug sealing) should be made. Retesting shall proceed until a satisfactory test is obtained. Maximum Allowable Loss is determined assuming a standard 4-foot diameter manhole.

<u>Depth of Manhole</u>	<u>Maximum Allowable Loss</u>
Under 8 feet deep	1 inch in 5 minutes
Over 8 feet deep	1/8" per foot of depth in 5 minutes

- 8. All testing shall conform to these contract specifications and the submitted PWS.

Measurement and Payment

Measurement of manhole "Spray-On Urethane Liner" shall be for each designated manhole. Payment for Manhole Rehab: Spray-on Urethane Liner shall include, but not be limited to: all materials, labor, equipment, and services necessary for traffic control, bypass pumping and/or diversion of sewage flows, cleaning equipment, product installation, all quality controls and samples for performance of required material tests, final inspection and warranty work. Payment shall be made at the contract unit price per Manhole Rehab: Spray-On Urethane Liner for the following items:

ITEM 7 – "MANHOLE REHAB: SPRAY-ON URETHANE LINER"

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### SPECIAL PROVISIONS

#### **ITEM 8 – MANHOLE REHAB: PATCH & WIPE**

Under this item the Contractor shall furnish and install all material, equipment and labor necessary to patch and wipe existing sanitary sewer manhole. Patch and wipe shall consist of the installation of a cementitious manhole liner to waterproof, seal, structurally reinforcement and provided corrosion protection for existing manholes.

#### Standards

- A. ASTM C109 Standard Test Method for Compressive Strength of Hydraulic Cement Mortars
- B. ASTM C-157 Modified Standard Test Method for Length Change of Hardened Hydraulic Cement Mortar and Concrete
- C. ASTM C-293 Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Center-Point Loading)
- D. ASTM C-309 Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
- E. ASTM C-403 Standard Test Method for Time of Setting of Concrete Mixtures by Penetration Resistance
- F. ASTM C-469 Standard Test Method for Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression
- G. ASTM C-496 Standard Test Method for Splitting Tensile Strength of Cylindrical Concrete Specimens
- H. ASTM C-882 Standard Test Method for Bond Strength of Epoxy Systems Used with Concrete by Slant Shear
- I. ASTM C-1090 Standard Test Method for Measuring Changes in Height of Cylindrical Specimens from Hydraulic-Cement Grout
- J. ASTM C-1202 (AASHTO T 277 Equivalent) Electrical Indication of Concrete's Ability to Resist Chloride Ion Penetration
- K. ASTM F-2551 Standard Practices for Installing a Protective Cement Liner System in Sanitary Sewer Manholes

#### Materials

All patching material furnished by the Contractor shall be designed to fill large voids in manhole walls. The patch material shall achieve initial set in 3 to 5 minutes and final set within 20 minutes even under water. After initial set, patch material shall be shaved to conform to the contours of the surrounding surface. Patch material shall be able to be placed underwater or below grade on vertical, overhead, and horizontal surfaces. The patch material shall be particularly well suited to fill offset bricks in the corbel area. Patch material shall be Permacast-Patch, manufactured by AP/M Perform or approved equal.

All cementitious liner material furnished by the Contractor shall be an ultra-high strength, high build, corrosion resistant mortar, based on silica modified Portland cement. When mixed with the appropriate amount of water, a paste-like material will develop which may be sprayed, cast, pumped or gravity-flowed into any gap 1/2" and wider. This mortar will harden quickly without any special curing. The hardened binder is dense and highly impermeable. The above performance is achieved by a complex formulation of mineral, organic and densifying agents and sophisticated chemical admixtures. Graded quartz sands are used to enhance particle

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packing and further improve the fluidity and hardened density.

The composition also possesses excellent thin-section toughness, high modulus of elasticity and is self-bonding. Fibers are added as an aid to casting, for increased cohesion and to enhance flexural strength. The water content may be adjusted to achieve consistencies ranging from thin motor oil to modeling clay. Despite its high fluidity, the mortar has good wet adhesion and does not sag or run after placement. The mortar may be cast against soil, metals (including aluminum and lead), wood, plastic, cardboard and other normal construction material.

#### Cementitious Liner Physical Properties:

Unit Weight	125 pcf
Set Time at 70 °F ASTM C-403	
Initial Set	min. 120 minutes
Final Set	min. 240 minutes
Modulus of Elasticity ASTM C-469	
28 days	min. 1,500,000 psi
Flexural Strength ASTM C-293	
24 hours	min. 400 psi
28 days	>1250 psi
Compressive Strength ASTM C-109	
24 hours	3,000 psi
28 days	10,000 psi
Split Tensile Strength ASTM C-496	>700 psi
Shear Bond ASTM C-882	>1,500 psi
Shrinkage ASTM C-157, RH 90%	None
Shrinkage ASTM C-1090, RH 90%	None
Chloride Permeability ASTM C-1202	<550 Coulombs

Cementitious liner for existing manhole shall be Permacast MS-10,000 Structural Liner as manufactured by AP/M Permaform.

#### Submittals

The contractor shall submit the product and installation data for the patching material and the cementitious lining materials. The Contractor shall submit current documentation (from the manufacturer) certifying that the Contractor's training and equipment comply completely with their product quality assurance requirements.

#### Installation

Before starting any patch work and liner application, the Contractor shall install a perforated device, catch bucket, or other straining device to prevent construction debris from entering down-stream pipes.

The Contractor shall inspect the existing manhole for active leaks. If any leaks are determined to be "active" and flowing water, they shall be brought to the engineer and owners attention. No patching or lining work shall commence until the active leak has been repaired. Any additional repair of active leaks, not identified in the construction documents and directed by the owner, shall be paid for under the unit price for "CHEMICALLY SEAL AT BASE OF

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#### MANHOLE WALLS AT APRON".

The Contractor shall install all products in accordance with manufacturer's instructions regarding surface preparation, product application and curing.

The Contractor shall Wash the interior surface with a high-pressure water blast, usually 3,500 psi, sufficient to remove all laitance and loose material and flush debris downward to the covered base. Pressures sufficient to etch the existing surface will improve adhesion. Interior surfaces shall be free of debris, dirt, oil, grease, remains of old coating materials, and any other extraneous materials. Fill voids and overhangs with patching material. Rinse in ConMICShield to kill bacteria.

Equipment: Mortar mixers, compressors and pumps are standard commercial 5models. The high-speed, rotating applicator device is used to provide a densely compacted liner of uniform thickness and thorough coverage.

Mixing: Combine 50 pounds of the packaged dry mix with the specified amount of potable water while mixing with a high-speed shear mixer for four (4) minutes. Continue to agitate the mortar to prevent thickening beyond the desired fluidity. If it thickens, it may be retempered. The working time is approximately 40 minutes.

Application: Position the bi-directional SpinCaster applicator within the center of the manhole at the lowest point desired for the new wall and commence pumping the mixed mortar. As the mortar begins to be centrifugally cast evenly around the interior, retrieve the applicator head at the prescribed speed for applying the thickness that has been selected. Controlled multiple passes are then made until the desired finished thickness is attained. If the procedure is interrupted for any reason, simply arrest the retrieval of the applicator head until flows are resumed. The retrieval speed can be easily varied to create different thickness to provide the best strengths as the condition or depth of the manhole may dictate in any portion of the manhole. Because of the even application throughout the circumference, thickness may be verified at any point with a wet gage. Clean Up: Upon completion, the base covering shall be removed and any debris disposed properly. Additional material shall be hand applied to bench surfaces at a thickness of 3" tapering from the wall to the edge of the channel. Flows at bottom channels may remain active during the procedure. Follow manufacturer recommendations for Hot Weather (Above 80 degrees F) Application and Cold Weather (below 45 degrees F) Applications.

Curing/Finishing: Avoid overly windy and arid curing conditions; use curing membranes per ASTM C-309 to create the most optimal curing conditions possible. The use of Cor+Gard ER evaporative reducer will help keep mortar hydrated during the curing phase. Apply Cor+Gard ER immediately after mortar placement and then finish mortar with a brush. After finishing, a follow up application of Quick Cure curing compound will further aid in proper mortar curing. If epoxy topcoats are to follow, Quick Cure should not be used. Only use products that will be compatible to enhance the epoxy bond.

Liner Thickness: The Contractor shall apply cementitious liner per manufacturer recommendations at a uniform thickness of 1 inch.

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#### Quality Assurance

Thickness shall be verified with a wet gage at any random point of the new interior surface. Any areas found to be thinner than the minimum specified thickness shall immediately receive additional material. Visual inspection should verify a leak-free, uniform appearance.

#### Measurement and Payment

Measurement of manhole "Patch and Wipe" shall be for each manhole. Payment for Patch and Wipe of Manholes shall include, but not be limited to: root cutting and cleaning, patching, all equipment and materials to install cementitious lining, debris disposal and site clean-up. Payment shall be at the respective contract unit price per each Patch and Wipe Manhole. Payment shall be made at the contract unit price per Patch and Wipe Manhole for the following items:

ITEM 8 – "PATCH AND WIPE MANHOLE"

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**ITEM 9 – MANHOLE REHAB: CHEMICALLY SEAL WALL JOINTS**

**ITEM 10 – MANHOLE REHAB: CHEMICAL SEAL BASE OF WALLS**

**ITEM 11 – MANHOLE REHAB: CHEMICALLY SEAL AT PIPES**

**ITEM 12 – MANHOLE REHAB: CHEMICALLY SEAL AT STEPS**

**ITEM 13 – MANHOLE REHAB: CHEMICALLY SEAL AT LIFTHOLES**

**ITEM 14 – MANHOLE REHAB: CHEMICALLY SEAL AT APRON AND TROUGH**

**ITEM 15 – MANHOLE REHAB: CHEMICALLY SEAL AT CAPPED LINES**

#### Description

The CONTRACTOR shall be responsible for furnishing all labor, supervision, materials, equipment, and testing required for the completion of chemical grouting of the existing manhole as specified herein. The contractor shall repair all active leaks and root intrusion within the manhole, regardless of the number of penetrations.

#### General Requirements

Materials, additives, mixture ratios, and procedures utilized for the grouting process shall be in accordance with manufacturer's recommendations.

#### Chemical Grout Sealing:

Shall be in accordance with ASTM F2414-04 Standard Practice for Sealing Sewer Manholes using Chemical Grouting.

#### Acceptable Grouting material

1. AV-202 Acrylamide Gel- Manufactured by Avantigrout
2. Or equal

#### Grouting Material

The following properties shall be exhibited by the grout.

1. Documented service of satisfactory performance in similar usage.
2. Controllable reaction times and shrinkage through the use of chemicals supplied by the same manufacturer. The minimum set time shall be established so that adequate grout travel achieved.
3. Resistance to chemicals; to most organic solvents. Mild acids and alkali.
4. The chemical shall be essentially non-toxic in a cured form.
5. Sealing material shall not be rigid or brittle when subjected to dry atmosphere. The material shall be able to withstand freeze/thaw and moving load conditions.
6. Acrylate grouts may not be used.

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Mixing and handling of chemical grout, which may be toxic under certain conditions shall be in accordance with the recommendations of the manufacturer and in such a manner to minimize hazard to personnel. It is the responsibility of the CONTRACTOR to provide appropriate protective measures to ensure that chemicals or gels are handled by authorized personnel in the proper manner. All equipment shall be subjected to the approval of the Engineer. Only personnel thoroughly familiar with the handling of the grout material and additives shall perform the grouting operations.

#### Equipment

The basic equipment shall consist of chemical pumps, chemical containers, injection packers, hoses, valves, and all necessary equipment and tools required to seal manholes. The chemical injection pumps shall be equipped with pressure meters that will provide for monitoring pressure during the injection of the chemical sealants. When necessary, liquid bypass lines equipped with pressure-regulating bypass valves will be incorporated into pumping system.

#### Preliminary Repairs

The CONTRACTOR shall cut and trim all roots and remove any mineral deposits within the existing pipe penetration into the existing manholes.

#### Drilling and Injection

1. Injection holes shall be drilled through the manhole wall at or near the point of leakage within the manhole structure. The hole shall be carefully drilled from within the manhole and shall extend through the entire manhole wall.
2. Grout shall be injected through the holes under pressure with a suitable probe Injection.
3. Pressure shall not cause damage to the manhole structure or surrounding surface.
4. Grout shall be injected through the lowest holes first. The procedure shall be repeated until the leak into the manhole is externally sealed with grout.
5. Grouting from the ground surface shall not be allowed.
6. Grout travel shall be verified by observation of grout to defects or adjacent injection holes.
7. Provide additional injection holes, if necessary to ensure grout travel.
8. Injection holes shall be cleaned with a drill and patched with a waterproof quick setting mortar for concrete manholes.
9. Process shall be repeated for each pipe penetration within the manhole.

## PART 4

### SPECIAL PROVISIONS

#### Measurement and Payment

Measurement of manhole repair shall be for each manhole repaired. Payment for manhole repairs shall include, but not be limited to: root cutting and cleaning, by-pass pumping, grout injection, all equipment and materials to install grout, additional inspection holes as necessary, debris disposal and site clean-up. Payment shall be at the respective contract unit price per each manhole repair. Payment shall be made at the contract unit price per manhole repair for the following items:

- ITEM 9 – “MANHOLE REHAB: CHEMICALLY SEAL WALL JOINTS”
- ITEM 10 – “MANHOLE REHAB: CHEMICAL SEAL BASE OF WALLS”
- ITEM 11 – “MANHOLE REHAB: CHEMICALLY SEAL AT PIPES”
- ITEM 12 – “MANHOLE REHAB: CHEMICALLY SEAL AT STEPS”
- ITEM 13 – “MANHOLE REHAB: CHEMICALLY SEAL AT LIFTHOLES”
- ITEM 14 – “MANHOLE REHAB: CHEMICALLY SEAL AT APRON AND TROUGH”
- ITEM 15 – “MANHOLE REHAB: CHEMICALLY SEAL AT CAPPED LINES”

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### SPECIAL PROVISIONS

#### **ITEM 16 – MANHOLE REHAB: RAISE LID**

##### Description

The CONTRACTOR shall locate and raise manholes to grade, rehabilitate the manhole castings and/or replace adjusting rings in order to decrease inflow and infiltration into the manhole and to correct the positioning of the manhole frames. The manholes to receive such work are indicated on the Manhole Rehabilitation Schedule. Other manholes requiring this type of work will be directed by the Engineer.

##### Materials

Concrete adjusting rings shall be reinforced with steel and shall have an inside diameter equal to or larger than the inside diameter of casting but equal to the diameter of manhole structure. Outside diameter of ring shall equal the outside diameter of the manhole structure. Concrete strength after 30 days shall exceed 3500 psi. Minimum adjusting ring thickness shall be 2".

Butyl sealant shall be trowelable such as EZ Stick, tar roping or approved equal.

##### Construction Requirements

###### Locating Below Grade Manholes:

The Contractor shall locate manholes previously identified as being below grade and raise them to existing grade. Using the sanitary sewer inspection distances provided, along with the available mapping, the Contractor shall employ the use of probes, shovels, metal detectors and other indicating devices to locate the below grade manholes. Upon locating a below grade manhole, the Contractor shall assess the location of the manhole. If the manhole is in an easement and easily excavated without disturbing surrounding landscaping, fencing, out buildings, trees, etc., he shall excavate down to the cover, secure the excavation, and notify the Engineer. If the located manhole is not easily uncovered due to the surrounding landscape, fencing, out buildings or trees, he shall place a wooden lathe at that location and label it with the manhole number. In addition, he shall paint the manhole number out in the street with an arrow indicating the approximate location, so that the disturbance associated with raising the manhole to grade can be discussed with the City of Highland and the property owner.

As a minimum, the Contractor shall remove the frame and cover, install the necessary adjusting rings to raise it to grade and reset the frame and cover in accordance with the specifications provided in this special provision.

During the process of locating the below grade manhole, the Contractor shall document the effort undertaken by his forces to perform such work. Documentation shall include, but not be limited to, names, dates, times, measurements, sketches, paint marks, addresses, landmarks and other identifiable measures used to locate the manhole. This information shall be required as proof of effort in the event the below grade manhole cannot be located.

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### SPECIAL PROVISIONS

#### Removing and Resetting Frame and Adjusting Rings:

The Contractor shall take all necessary precautions to prevent falling debris from damaging the manhole trough and/or entering the sewer. The Contractor shall remove the existing manhole frame and, if it is not being reused, stockpile it and return to the City at the conclusion of the project. Where specified in the Manhole Rehabilitation Schedule, the adjusting rings shall be removed and thoroughly cleaned. Rings which are cracked or broken shall not be reused, and new ones shall be furnished and installed. The Contractor may elect to furnish new rings in lieu of reusing existing rings. It shall be the responsibility of the Contractor, at no additional cost to the Owner, to repair any damage to the chimney or corbel caused by the removal of the existing manhole frame.

If the manhole frame is to be raised, a single new precast concrete grade ring shall be installed to enable the frame and cover to meet the new grade. The maximum height for adjusting rings shall be 2' – 0" and the maximum number of adjusting rings shall be three (3) per manhole.

Existing rings, frames and covers that are to be reused shall be thoroughly cleaned before reinstallation. The Contractor shall then install the new or reused frames so that the top of the covers are at the required grade.

The joints between the corbel, rings and frame shall be sealed with butyl sealant. The sealant shall be at least 3/8-inch thick and troweled on the entire joint mating area. Pressure shall be applied to the frame in excess of its own weight in order to seal the components and seal the joints.

Where adjusting rings are specified to be reset and sealed, the exterior surface of the adjusting rings and joints shall be coated with butyl sealant. The surface against which the sealant is applied shall be clean, and free of rust, dust, oil, loose material and other contaminants. The product shall be applied by trowel, roller, or by spraying to achieve a thickness of not less than 100 mils. The sealing material shall extend far enough onto the frame to insure bonding and cover enough of the chimney to insure sealing. Application procedures shall be in accordance with the manufacturer's instructions.

#### Inspection

All manhole frame and adjusting ring seals shall be visually inspected to insure that they have been applied according to the manufacturer's instructions.

#### Measurement and Payment

Measurement shall be based on the quantity of the items as completed by the Contractor. Payment shall be at the respective contract unit price per each raised lid. Payment shall be made at the contract unit price per manhole repair for the following items:

#### ITEM 16 – "MANHOLE REHAB: RAISE LID"

## PART 4

### SPECIAL PROVISIONS

#### **ITEM 17 – MANHOLE REHAB: SEAL CORBEL**

The Contractor shall be responsible for furnishing all labor, supervision, materials, equipment, and testing required for the completion of the frame rehabilitation of the existing manhole as specified herein. The work under this item includes the installation of Flex-Seal Utility Sealant internal manhole adjustment ring sealing system and accessories to the manhole through the frame joint area and the area above the manhole cone, including all extensions to the chimney area, as manufactured by Sealing Systems Inc., 9350 County Road 19 Loretto, MN. 55357 (800-478-2054) or an approved equal.

Any manhole that is identified to be “patch and wipe” should have this work completed prior to completing the frame rehabilitation.

#### Seals

Manhole seal shall be designed to prevent leakage of water into the manhole through the frame joint area and the area above the manhole cone including all extensions to the chimney area. Extensions shall include but is not limited to lifting rings, brick and/or block material that may have been used to achieve grade. The seal shall remain flexible allowing for the repeated vertical or horizontal movements of the frame due to frost lift, ground movement or the thermal movement of pavements. The final liner material shall be made no less than 170 mils of corrosion resistant aromatic flexible urethane resin coating to be applied to the inside wall of the entire chimney area as described above. Mil thickness may vary depending on the local climate. The contractor should contact the manufacture for thickness recommendations. The product shall have a minimum elongation of 800% and hardness (Durometer) of 75. Final liner shall have a minimum tensile and adhesion strengths of 1150 psi and 175 lb. l/in. respectively. The manhole sealing system shall conform to the physical requirements of ASTM D- 412. The lining product shall have an aromatic urethane primer resin on the complete surface. The sealing system shall line the entire adjustment ring area from the top 2” of the cone/top of the manhole, over the grade ring area, and up 2” on to the inside of the casting frame. If the manhole has been relined prior to the seal installation the seal shall cover a minimum of 12 vertical inches or a minimum of 1 kit.

#### Installation

All loose and protruding mortar and brick that would interfere with the seal's performance shall be removed. Any lips for gravel pan supports shall be cut off flush with casting. Patching cement shall conform to requirements of the manufacture. Any profiling cement work will require the contractor to contact the sealant manufacture to determine in writing the proper time required for the cement to completely cure prior to installing this item. Preparation of the surface should include sandblasting (minimum of 70CFM) and an acetone wet wipe to ensure a clean surface as required by manufacture. Active leaks (infiltration) must be corrected by a method approved by the Engineer prior to installing an Internal Manhole Seal. The substrate surface must be free of sand, loose debris, latencies, dust, oil, grease or chemical contamination. A blower or torch may be required to completely dry the substrate surface or as recommended by manufacture. Flex-Seal Utility Sealant or approved equal may require the proper mixing of agents, as recommended by the manufacturer's instructions. Ensure casting and structure surfaces are clean and dry where the primer is intended to adhere. After allowing for proper drying of primer to occur, sealant may be applied by brush as evenly as possible over the entire

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### SPECIAL PROVISIONS

chimney area that includes 2" above the frame joint area, 2" below the top of the manhole cone, and the area above the manhole cone including all extensions to the chimney area. The contractor is to furnish the Engineer (2) mirrors with extension handles that can be used to inspect sealant application to areas underneath frame without entry of manhole. These items will become the property of the owner upon completion and at no additional cost of this item. Cost for these items shall be included in the bid items for internal manhole sealing work.

#### Seal Installer

The manufacture must in writing certify that each of the contractor's representatives are approved to install Flex-Seal Utility Sealant or approved equal for this item. The training shall be included in the bid items for internal manhole seals.

#### Submittals

The manufacture's specifications for the materials and method for proposed installation of this item shall be submitted to the Engineer for the approval before internal sealing work commences.

#### Measurement and Payment

Measurement of manhole frame rehabilitation shall be for each manhole. Payment for Frame Rehabilitation shall include, but not be limited to: root cutting and cleaning, all equipment and materials to install sealing system, debris disposal and site clean-up. Payment shall be at the respective contract unit price per each Frame Rehabilitation. Payment shall be made at the contract unit price per manhole Frame Rehabilitation for the following items:

ITEM 17 – "MANHOLE REHAB: SEAL CORBEL"

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### SPECIAL PROVISIONS

#### **ITEM 18 – MANHOLE REHAB: NEW FRAME AND COVER**

Under this item the Contractor shall furnish and install all material, equipment and labor necessary to install new frame and cover on manholes.

Castings shall conform to ASTM A 48, and shall be Neenah R-1772, East Jordan EJ 1022Z1-1 manhole frame with four centerlugs, or equivalent cast iron frame and lids with concealed pick holes and self-sealing gaskets in the lid.

Sanitary sewer manhole frame and grates shall be capable of handling H-20 loadings.

In areas that are subject to surface water ponding, frames with stainless steel bolt down gasketed lids and concealed pick holes, which are Neenah R-1915 or equivalent, may be required to prevent groundwater infiltration.

The word "SANITARY" shall be cast in the lids of all sanitary sewer manholes.

Lids and frames shall be properly sealed at the time they are adjusted to finished grade.

Adjusting rings may be necessary to place the frame and lid at the correct elevation. Rings may be applied to a height of eight inches. If the adjustment requires more than eight inches, a barrel section must be installed under the cone section.

#### **Measurement and Payment**

Measurement of Manhole Rehab: New Frame and Cover shall be per each manhole. Payment for this item shall include, but not be limited to: all materials, labor, equipment, and services necessary to furnish and install new frames and covers. Payment shall be at the respective contract unit price per each Frame Rehabilitation. Payment shall be made at the contract unit price per manhole Frame Rehabilitation for the following items:

ITEM 18 – "MANHOLE REHAB: NEW FRAME AND COVER"

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### SPECIAL PROVISIONS

#### **ALTERNATE BID – ITEM 19 – FLOW MONITORING – MISSION COMMUNICATIONS MANHOLE MONITOR**

Under this item the Contractor shall furnish and install all material, equipment and labor necessary to monitor the flow in three key manholes.

#### System Components

1. Remote terminal units to collect and transmit data from Project site to central server location.
2. Cellular communications via Mission specified carriers between remote terminal units and central server location.
3. Central server location to receive, record, and analyze telemetry reported by remote terminal units.
4. Alarm notification system to alert operating personnel about system alarms and malfunction conditions.
5. Secure web-based user interface to access recorded data, generate system reports, and control local equipment through remote terminal unit.

#### Definitions

Remote Terminal Unit (RTU): Microprocessor-controlled electronic device that interfaces between equipment and SCADA system by transmitting telemetry and object status data to central server center, and by using messages from central server center to remotely control connected objects.

Supervisory Control and Data Acquisition (SCADA): Managed system operating with coded signals over cellular communication channels to acquire information about remote equipment status for display, recording, and alarm signaling functions and to provide control of remote equipment.

#### Submittals

Include the following:

Product Data: For each type of device and system:

1. Include product data sheets and equipment brochures showing standard products and specified accessories.
2. Include list of owners, locations, and duration of service, where products are in use upon request.

Manufacturer's installation instructions.

Terms and Conditions.

Warranty.

Operation and Maintenance Manual: For remote terminal units, data communication system, and support service.

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#### Quality Assurance

Manufacturer Qualifications: Firm engaged in manufacture of cellular-based remote terminal units (RTUs) and operation of managed SCADA service for a minimum of 10 years.

Supplier Qualifications: Manufacturer, or firm that is manufacturer's authorized and trained agent, or combination of both, that provides, maintains, and warrants on-site monitoring equipment and web-based data reporting system.

1. Provide required monitoring-related services with field equipment. Maintain ongoing cellular service agreements through relationships with cellular carrier provider(s).
2. Provide specified server center and server infrastructure.
3. Provide continuous technical support, at all times.
4. Demonstrate similar services are currently provided to minimum 100 United States public agencies.
5. Demonstrate products and services are in conformance with American Recovery and Reinvestment Act requirements.

#### Delivery, Storage, and Handling

Deliver products to Project site, unless otherwise indicated. Label products with manufacturer's name, product, or product brand name. Assign unique, original identifier (serial number) to each RTU.

#### Remote Terminal Units (RTU) – General

RTU: Factory assembled and programmed data collection and reporting device, contained within electrical enclosure designed for 25 year life expectancy.

Data Cellular Radio: Communicate with central server location via cellular radio transmitting data through Transmission Control Protocol (TCP) socket connection.

1. Provide encrypted and end-to-end acknowledged transmissions. Short Message Service (SMS), User Datagram Protocol (UDP), and satellite-based data transmission methods are not permitted.
2. Accommodate radios from various cellular carriers; field-interchangeable within 10 minutes.
3. Support LTE, 3GPP and 3GPP/2 technology for CDMA and HSPA+ networks.
  - a. LTE: Quad Band LTE: 700/850/AWS (1700/2100)/1900 MHz; FDD-Band (17,5,4,2); Tri Band UMTS (WCDMA): 850/AWS (1700/2100)/1900 MHz; FDD-Band (5,4,2) Quad Band GSM/GPRS/EDGE: 850/900/1800/1900 MHz
  - b. GSM: Quad-band (850/900/1800/1900 MHz) GSM/GPRS/EDGE, 3GPP release 99/4 improved SAIC.
  - c. CDMA: Triple-band CDMA2000, Bands: BC0/BC1 & BC10 subclass 2+3 (800/1900 MHz), 3GPP2: 1xAdvanced, EV-DO Rev. A.

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### SPECIAL PROVISIONS

#### Manhole Monitor RTU

Basis-of-Design Product: Subject to compliance with requirements, provide basis of design product or comparable product of the following:

1. Mission Communications, Manhole Monitor; as basis-of-design.

Manhole Monitor RTU: Self-contained, wireless, sanitary sewer level monitoring system produces real-time alarms for surcharge and high level conditions of sanitary and combined sewer manholes (SSOs and CSOs).

1. Enclosure and Components: Designed to function in Class 1, Division 1 hazardous locations.
  - a. Self-contained and corrosion resistant.
  - b. Easy access to serviceable components, including battery, radio, and SIM card.
  - c. Liquid crystal display (LCD) for device information, field diagnostics and configuration options such as language selection (includes English, Spanish and French), alarm delay settings, and transmission rate settings.
2. Mounting: Provide manufacturer's standard stainless steel, multi-faceted mounting bracket and necessary hardware for installation (Select one or both of the following mounting bracket types as require for Project).
  - a. Standard mounting bracket to be mounted horizontally or vertically and rotated for viewing LCD from road surface.
  - b. Optional mounting bracket available for mounting RTU under non-metallic manhole lids.
3. Design RTU to be installed allowing replacement and removal for collection system maintenance (cleaning, jetting, etc.) within ten minutes.
4. Power Requirements: Provide self-contained, replaceable battery with sufficient power to operate unit for five years, based on daily access check-in.
5. Inputs and Terminations:
  - a. Contacts: Two, dry contact, digital inputs with IP68 rated bayonet terminations.
  - b. Float Switches: Two, mercury-free, with non-wicking, heat, chemical and abrasion resistant cable for point level monitoring of liquid level in a manhole.
    - 1) Float Cable Termination: Molded IP68 rated termination.
  - c. Antenna: In-ground, omnidirectional, with water-tight SMA male connection.
    - 1) Designed as required for harsh conditions and reasonable seasonal variations, and in-road installation in concrete and asphalt paving adjacent to manhole.
    - 2) Includes all material required for road surface restoration after antenna installation.
  - d. Telemetry Data: Report battery voltage, signal strength and on-board temperature daily and with each alarm transmission. Dispatch alarms for loss of communications.

#### Device Certifications:

1. Electrical Hazard: Intrinsically safe and certified by third party testing facility for NFPA 70; Class 1, Division 1 hazardous locations.

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### SPECIAL PROVISIONS

2. Immersion: Certified as being capable of surviving immersion in water as defined by IP68 rating, up to 10 feet (3050 mm) of submergence for four hours and 4 feet (1219 mm) for 24 hours.

#### Communications

RTU Communication: Transmit data through cellular radios that communicate through third and fourth generation GSM and, or CDMA cellular networks.

1. Provide cellular radios with private IP addresses.
2. Communication Link Structure: TCP socket connection from RTU through cellular system to the Supplier's servers. Short Message Service (SMS), User Datagram Protocol (UDP), and satellite-based data transmission methods are not permitted.
  - a. Provide private gateways through respective cellular networks.
3. Data Encryption: Transmit data after application layer encryption and with carrier level encryption.
4. End-to-End Data Acknowledgment: Confirm every data packet from RTU to central server with central server acknowledgement back to RTU in real-time.
5. Communication Failure Alarms: Dispatch communication failure alarm.
  - a. Monitor and report secure socket connections for end-to-end uptime.
  - b. Report interruption durations 15 seconds and greater, and every disconnect/reconnect event.

#### Cellular Service:

1. Provide relationships with cellular providers.
2. Included in annual managed service fee.
3. Maintain cellular data contract with cellular carrier and interface with carrier when technical support is required.
4. Obtain approval from cellular provider, accepting cellular radios for use on respective cellular network in accordance with FCC requirements.

#### Data Transmission Rates

1. Off-normal conditions: Transmit data on occurrence to initiate alarm notifications. Ability to delay alarm notifications via the web portal user interface.
2. The data transmission rates shall be configurable over-the-air by Manufacturer.
3. Manhole Monitor: Change of float state transmitted in real-time.
  - a. System monitored telemetry data transmitted daily and with each alarm transmission (signal strength, temperature, and battery voltage).

#### Server Center and Server Infrastructure

Provide and maintain central server center that will house redundant and linked servers, interconnects, databases, power supplies, inbound cellular connections, and outbound internet hubs and providers.

#### Server Center Performance Requirements:

1. Survivability: Server center structure sufficient to maintain continuous operations following direct hit by F-3 tornado.
2. Redundancy: N+1 with at least six separate and redundant, on-site power

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generating facilities to back up local utility power for stand-alone operation of center for minimum 24 hours.

3. Security: Provide security guards at server center entrances at all times. Require at least two forms of identification, retina scan, and fingerprint validation to secure entry into facility.

#### Data:

1. Ownership: Data is Owner's property and will not be disclosed, unless authorized by Owner in writing.
  - a. Provide historical RTU data storage forever.
  - b. Manufacturer shall backup and archive databases daily.
2. Data Export and Data Links: Provide the following capabilities.
  - a. Interfacing to an Object Linking and Embedding for Process Control (OPC) compliant Human Machine Interface (HMI) for client/server SCADA systems.
  - b. Connection will be based OPC-UA 1.03 (October 2015) or greater
  - c. Security:
    - 1) User must be authenticated before a connection can be established
    - 2) Authentication must support X.509 certificates before connection is allowed
    - 3) All messages encrypted with 128 bit or better encryption
    - 4) All messages must be signed to ensure that they are received exactly as they are sent
    - 5) Owner's firewalls will not be required to accept incoming socket connections.
    - 6) Allow for multiple concurrent OPC connections to provide redundant HMI database operation at Owner's locations.
    - 7) Auditing and logging must be available for all user activities

Security: Provide access to web portals via TLS cryptographic security protocol. SSL methods must be disabled. Web portal must receive an A rating from <https://www.ssllabs.com/ssltest/>

#### Alarm and Alert Notification System

##### Alarms

1. Provide alarm notifications for off-normal conditions and upon return-to-normal conditions.
  - a. Provide capability to transmit return to normal alarms to different notification group.
2. Alarm Notification: Via telephone (voice call), fax, pager (numeric or alphanumeric - short alpha or long alpha format), text message, email, or any combination, simultaneously.
3. Provide capability to allow alarm notification cycles with configurable delay between each cycle and with each cycle containing multiple notification destinations.
4. Provide capability to acknowledge alarms at time of initial alarm delivery or by a toll free return phone call, text message, two-way pager, email or via Owner's web portal.

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5. Provide system capability to cease alarm notification when user acknowledges alarm event, with capability to re-initiate alarm notification when alarm input remains off-normal after user settable time.
6. Provide capability for specific users to be notified of individual alarm events.
7. Provide capability for alarm notifications to be configured based on time of alarm. Permit alarm notification groups to switch between groups at different hours of the day and different days of week.
  - a. Provide alarm notification groups that accommodate multiple teams within each group to easily facilitate rotation of teams of on-call personnel.

#### Alarm Message Formats

1. Alarm Notifications: Describe alarm condition, time, location at time of off normal condition. Also provide the following:
  - a. Manhole Monitor: float status
2. Provide capability for alarms to be delivered individually or grouped into one message so multiple, simultaneous alarms (like AC Fail at multiple sites) can be delivered and acknowledged in one phone call.
3. Deliver alarm with added introductory message asking for specific person, when calling a phone where the person answering is not known.

#### Voice Alarm Delivery Capacity:

1. Provide capacity to deliver minimum 20 outbound simultaneous voice phone lines.

#### Alarm Dispatch Logs: Document each alarm event with the following:

1. Event information:
  - a. Date.
  - b. Time.
  - c. Station name.
  - d. Alarm condition.
2. Notification information:
  - a. Date.
  - b. Time.
  - c. Name of person notified.
  - d. Notification method (phone, text message, email, fax etc.).
  - e. Status of Notification: "Success", "Failure", or "Event Acknowledged".
    - i. For notification failure, log failure reason (i.e., line busy, call dropped, etc.).

Provide recording of each voice notification attempt, to document notification.

#### Alert Notification System:

1. Provide email and/or fax alerts for less critical items, such as low battery voltage and communication failure reminder.
2. Provide analyses for daily pump runtimes over 30 days, with an alert triggered if pump runtime falls outside 30-day high or low average runtime pattern.
3. Provide analyses of hourly pump runtimes and automatically compare runtimes to two user-set thresholds. Dispatch an alert next day when alert threshold is exceeded. Dispatch alarm immediately when alarm threshold is exceeded.

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4. Provide analysis of hourly pump starts and automatically compare starts to two user-set thresholds. Dispatch an alert next day when alert threshold is exceeded. Dispatch alarm immediately when alarm threshold is exceeded.

#### Remote Data Access

##### Remote Data Access Format

1. Provide remote access to system collected data via web browser, through internet-enabled smart phone, tablet, laptop, or desktop computer.
  - a. UI must be optimized for viewing both on small screens and large monitors.
2. Provide secure access through specified phone that does not require web access (Voice SCADA). This will require user login credentials, with minimum of numeric five-digit login and associated phone number for that site to maintain site security.
3. Provide access to web portals via TLS cryptographic security protocol. SSL methods must be disabled. Web portal must receive an A rating from [Shttps://www.ssllabs.com/ssltest/](https://www.ssllabs.com/ssltest/)
4. Provide web portal display of graphs, reports, alarms, and RTU setup.
  - a. Optimize data to minimize page loading times.
  - b. Windows (reports, graphs) must update automatically when new data is available.
  - c. Utilize Responsive Design patterns where the Graphical User Interface (GUI) automatically adapts to the screen size.
5. System Access: Require user name and password credentials for access to web portal.
  - a. Provide three levels of access:
    - 1) Read only: Can view pages but cannot make changes.
    - 2) Administrator: Can view pages, can make system changes, and alter control functions.
    - 3) Super Admin: Can view pages, make system changes, alter control functions and add, modify or remove user credentials.

##### Data Presentation

1. Manhole Monitor:
  - a. Daily high level and surcharge events, including date and time of each event, duration, dispatch history, user acknowledgement details, recording of alarm notifications and total monthly rainfall.
  - b. Daily and monthly rainfall data in table, graph and calendar format with the ability to download up to two years of rainfall data.
  - c. Map based graphical user interface to display location of each unit and current color coded status.
  - d. Battery voltage, AC voltage, temperature and radio status condition with automatic notification of non-reporting or poorly reporting RTUs.
  - e. Data Exports: Support XLS,.CSV, PDF, and JPEG file formats.

##### Security Data:

1. Passwords and Access
  - a. Log accesses to User web portal. Include date, time, and duration of

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### SPECIAL PROVISIONS

access; User Name and Password to access site, and IP address of accessing computer.

- 1) Provide accessibility to log through User web portal.
  - 2) Store passwords in encrypted/blind format. There are no default passwords.
2. Tank and Well Control package requires password for system changes.

#### Installation

Install remote terminal units in accordance with Manufacturer and Supplier's recommendations.

1. Delineate timing of RTU installation and commissioning.
2. Conform to National Electric Code and local codes.
3. Label inputs as to their purpose on enclosure lid schematic.
4. Terminations inside RTU enclosure: Low voltage.
5. Provide Manufacturer's Representative inspection of sites prior to completion.
6. Test inputs for successful transmission prior to municipality acceptance.
7. Adjust antenna placement or elevation to obtain consistent, stable system operation.

#### Demonstration and Training

Demonstrate proper methods for operating and maintaining equipment, and explain contents of operation and maintenance manual to Owner's personnel.

Ongoing Training: Provide ongoing training at no charge throughout initial year of service, in form of weekly webinars, online videos, white papers, and other documents.

1. A training library shall be available on the Supplier's website.
2. Provide additional, on-site training as a cost of \$750 per day, plus reasonable traveling expenses.

#### Field Quality Control

Manufacturer's Representative approval that installed equipment operates satisfactorily and in compliance with the requirements of this Section.

#### Service Agreement

Beginning at Substantial Completion, provide continuous, renewable annual service agreement including:

1. Data Services: Cellular data connections, servers and infrastructure that acts on and stores Owner's data, and administration of same. No separate overage charges or early termination fees shall apply.
2. Notifications: Provide real-time alarm notifications and alarm notification recording.
3. Provide record of success or failure of each event including audio recording of voice alarm callouts.
4. Web Portal: Web portals optimized for personal computers and mobile devices.

## PART 4

### SPECIAL PROVISIONS

5. Technical support: Provide live telephone technical support from 8 AM to 6 PM eastern time. Provide emergency technical support at all times at no additional charge.

#### Measurement and Payment

Measurement of Flow Monitoring shall be per each manhole. Payment for this item shall include, but not be limited to: all materials, labor, equipment, and services necessary to furnish and install flow monitors. Payment shall be at the respective contract unit price per each manhole monitor. Payment shall be made at the alternate bid unit price per manhole for the following items:

ALTERNATE BID – ITEM 19 – "FLOW MONITORING – MISSION COMMUNICATIONS  
MANHOLE MONITOR"

## PART 4

### SPECIAL PROVISIONS

#### **ALTERNATE BID – ITEM 20 – FLOW MONITORING – SMARTCOVER SYSTEMS – SEWER MONITORING**

Under this item the Contractor shall furnish and install all material, equipment and labor necessary to monitor the flow in three key manholes.

The system shall provide continuous, real time monitoring of either water flow or water level in manholes, lift stations and related wastewater structures. The system shall have the capability of providing flow data as well as level data using a web-based software interface to access either. The data shall be acquired from remote monitoring sites, via a low earth orbit satellite communication system and delivered to redundant, secure servers with 2048-bit encryption and where data is then accessed via the cloud on any web browser device.

The monitoring system type shall have active installations at more than 100 other public agencies in the United States. The monitoring systems type shall cumulatively have in excess of 150,000,000 operating hours of field unit operational experience.

The system remote field units shall monitor water levels at a rate of at least 10 times per hour, report hourly unless there is an alarm, and have the ability to remotely and wirelessly change this rate. Alarms shall be reported, when sensing thresholds are exceeded, in nominal conditions, within 20 seconds of detection. The field sensing units shall be capable of surviving immersion in sewage water at depth of 6 feet for at least 30 minutes. The field sensing units shall be designed to be easily mounted to manhole covers and may be installed to avoid confined space entry as defined by OSHA 1910.146. The field sensing units shall provide periodic health messages indicating the proper operating parameters of the field sensing unit.

The system will be stand-alone and require no additional sensors, communications, power, analysis, database storage, or user interface other than that provided intrinsically by the system itself. The system will contain a micro-electromechanical system (MEMS) device capable of detecting acceleration and tilt and detect and immediately alarm for the opening or closing of the hatch or manhole cover. Multiple sensors shall be supportable simultaneously by the system.

#### **Data Access, Management & Storage**

The system shall have cloud storage (remote server) and access to data via a standard web browser.

1. There shall be no software required on any local computer to access and view data.
2. There shall be access to data without restrictions or extra fees based on the number of users.
3. The data shall be stored for an unlimited period of time.
4. There shall be no limits on the amount of data being stored.
5. There shall be no limits to the messages sent from each site to the user.

The user shall designate the persons who have access to data:

1. The users shall be designated as one of at least three levels of access whereby the lowest level is a view-only function and where the mid-level has access to selected controls and where the highest level has full access to all user-controls.

## PART 4

### SPECIAL PROVISIONS

2. The data shall be accessible via any device with a web browser using a user name and password for login.

The system shall have a dedicated, map-oriented web page, which shall be viewed upon login.

1. The map page shall display all monitoring sites as indicated by symbols where specific sites details and data are accessed.
2. Access to any specific site's data is achieved by clicking on the symbol on the web "map page".
3. When accessed, the specific site data is graphically displayed with a default time period (e.g. one week or one month) worth of level or flow data. The user may select any desired date range to inspect via a drop-down menu or through a date/time selection option.
4. The system shall provide a specific symbol with a specific color on the dedicated user map display to graphically indicate the site or sites with an alarm that has been activated because a cover or hatch has been removed or tilted.

The system shall have a "trend" dashboard that shows all remote monitoring sites that are exhibiting unusual water level patterns suggestive of problems in pipes upstream and downstream from the monitored site.

1. This dashboard shall summarize the state of each site in terms of "trend rise", "trend fall", "high-level advisory".
2. It shall also characterize the flow type measured by the sensor, including the following types: "diurnal flow", "low amplitude flow", "flat line flow" and "irregular flow."
3. The system shall provide self-generated maintenance messages that include at least: battery voltage, sensor performance, communications status, and radio signal strength.
4. The map view shall display a symbol with a specific color designating the site where a status had changed and therefore required maintenance.
5. The system shall record and retain a complete history for all instances of maintenance messages, types, locations, times, and the staff members receiving these messages.

The site shall integrate multiple environmental data streams that can cause effects at sewers into a single, graphical view showing the influence of these factors on sewer level and flow.

1. Rain and weather data;
2. Tidal data;
3. Stream and river data.

The multi-graph view shall be capable of displaying up to five data sets of various types on a single graph.

## PART 4

### SPECIAL PROVISIONS

#### Web-Based Software Analysis Functions

The monitoring system site web page shall provide the ability to download data using a .csv file format directly into an Excel spreadsheet with a single mouse “click” operation.

#### Trend

The software shall include a daily auto scanning function of all remote sites using algorithms to detect day-over-day changes of level or flow.

1. The changes shall be detectable in 0.1” increments.
2. The site shall have the ability to configure the detectable limits of trends.
3. The user shall be able to configure each remote site setting through the website for at each remote monitoring site.
4. The system shall report level or flow trend changes to the user via an email “Advisory”.

Provided that the system detects a trend change, the system shall send an email, including a graph of the site of interest, to all designated recipients advising of that unusual trend at the remote site.

1. The email shall provide the location, time, date and condition of the change including “trend rise” or “trend fall” designation.
2. The system shall provide a specific symbol on the map view (page) with a specific color display to graphically indicate the site or sites with trend changes.

#### Surcharge/Intrusion Alarms

Alarms related to flow or level settings shall be set and adjusted through the user website and shall not require any adjustment at the remote field unit to change alarms settings. Alarms from the system shall be able to be acknowledged though a handheld wireless device or online.

The system shall provide:

1. Alarms under conditions of high water levels or intrusion
2. Alerts indicating the need for service of the remote field unit;
3. Advisories for trends in data that indicate the water levels are not normal and require attention.

Data updates from the remote field unit shall be no less frequent than once per hour. The system shall provide a real-time security “intrusion” alarm that will transmit its signal typically within one minute, if the manhole cover or hatch is removed or tilted. The system shall record and retain a complete alarm history for all instances of alarms, alarm types, location of the alarm, time of the alarm, the name of the person who acknowledged the alarm.

#### Flow

## PART 4

### SPECIAL PROVISIONS

The system shall, on the user website, calculate flow from water levels using Manning's equation and provide the ability on the web site to adjust parameters as needed to calibrate these flow levels.

The system shall be capable of allowing users to switch between measurement units of level or flow. The system shall provide four different inputs for the flow calculation including pipe diameter, slope, Manning's co-efficient of roughness and level. Level shall be the dynamic portion of the calculation and remotely acquired data shall be used to calculate flow. The system shall provide the capacity to change these four input parameters of pipe diameter, slope, Manning's coefficient of roughness or level parameter in order to adjust for error or modeling purposes. This adjustment shall provide for adding/changing the data in designated fields and through a single mouse click, update the graph where both the original and updated graph are displayed in a single view. The flow may be calibrated using velocity meters or flow meters to set and fix the Manning's parameters of pipe diameter, slope, roughness coefficient and level. The system shall be capable of showing two graphs simultaneously of original data and modified data.

#### Full Two-Way Communication

The system shall provide full two-way communication between the user and the remote sensing location. Data from the sensing location flows to the user and commands can be sent from the user to the remote site to request data or change operational set points. The commands will be received by the field sensing unit and executed within one hour or less.

#### Remote Sensor Hardware

The system shall have a remote field sensing unit containing the following components:

1. System control box
2. Sensor or set of sensors
3. Self-contained power source
4. Mounting hardware
5. Antenna for two-way wireless communications

#### System Control

The system control box shall utilize an integrated control including circuitry for: power management; digital communications and data acquisition; on-board analysis of sensor data; storage of sensor and command data. The system control box shall be fully potted to prevent intrusion of liquids or gases and be capable of withstanding 10G of shock. The control shall be capable of full submersion and be IP-68 rated. The control shall have connectors for the antenna, the power pack and the sensor. All connections shall be water-tight to IP-68 standards.

## PART 4

### SPECIAL PROVISIONS

The system control box will contain a MEMS sensor, which by virtue of the mounting of the sensing unit directly onto the manhole cover, shall detect the opening of the manhole cover immediately and send an alarm to the user of this opening.

#### Sensor(s)

The system field units shall be capable of using one or more of the following sensors without any change in configuration of the system control box:

Ultrasonic sensor with the following performance:

1. Distance resolution shall be no less than 0.1"
2. Built-in algorithm to minimize false distance readings
3. Dynamic ranges of: 4" to 79" or 11" to 220"
4. Fully potted and capable of withstanding 10G of force, and have an IP-68 rating
5. Not require field calibration
6. Temperature compensated
7. Be small enough (less than 4" x 4" x 4") and independent physically of the system control box, so to be positioned easily anywhere in a manhole, CSO structure or similar structure with a connecting cable to the system control box up to 300 feet from the system control box

Hydrogen sulfide sensor with the following performance:

1. Sensing ranges of 0 – 200 ppm or 0 – 1000 ppm
2. Average replacement interval: 3 months
3. Constructed to IP-68 standards

#### Power Source

The system source shall be self-contained and have a minimum operating life of two years. The power pack shall utilize the high power-density lithium thionyl chloride chemistry batteries, containing no heavy metals and safe for commercial disposal. The power pack shall have a connector for simple and easy replacement. The power pack shall be potted and meet IP-68 standards. The power pack shall contain electronics that provides isolation between cells and current limiting of the power pack to avoid: (a) shortened life because of one cell's failure; and (b) high current draw from any one cell.

#### Mounting System

The system control box and the power source shall be housed and secured in one of two basic configurations: (a) two-part bracket system able to be mounted directly onto manhole covers for ease of installation and avoidance of confined space entry; or (b) in NEMA 4X enclosures containing the IP-68 system control box and power source.

## PART 4

### SPECIAL PROVISIONS

#### Two-Part Bracket System:

The bracket system shall be a heavy-gauge aluminum and have a hard-anodized, corrosion resistant coating to avoid corrosion in the sewer environment. The bracket shall be capable of mounting to the underside of a manhole cover via either a flat mounting to the underside or secured to an underside vein via an adapter. The bracket shall be secured to the manhole cover with at least two stainless steel bolts. The bracket shall have a strain relief capable of securing the sensor cable. The bracket will be constructed from at least two pieces, each able to be easily separated for parts service and replacement.

#### NEMA 4X Enclosure:

NEMA 4X enclosure shall be constructed of fiberglass, aluminum, or steel (stainless or otherwise). The NEMA 4X enclosure will contain the system control box, the power source, and supporting electronics. The NEMA 4X box will provide a means to connect external sensor(s) to the system control box and make measurements of the environment inside and outside of the enclosure. The NEMA 4X box shall be mountable on a variety of vertical and horizontal surfaces and include a helically polarized satellite antenna positioned to maximize exposure to the sky for satellite communications.

#### Antenna

The antenna shall include two housing options to include a traffic rated reflector and a polyurethane filled brass cup. The antenna shall be mounted to the top of the manhole cover but may be mounted to other nearby structures within 15 feet. The mounting adhesive shall be a two-part acrylic adhesive suitable for structural bonding of metal parts. The antenna wire to connect to the system control box shall be fed through the manhole cover via a 3/8" drilled hole into the cover.

#### System Communications

The system shall communicate using two-way digital radio signals directly to orbiting satellites in order to provide uninterrupted operations in times of local, regional, or massive power outage.

The orbiting satellite system shall have 66 active satellites an additional 6 back-up satellites in low earth, polar orbit and to assure communication redundancy. No additional terrestrial communications systems shall be required to send or receive information to or from the installed units.

## PART 4

### SPECIAL PROVISIONS

#### Installation

The remote field unit shall be mounted directly onto the sewer manhole or vault hatch in order to minimize time and expense of installation and service.

Installation shall not require confined space entry of any type and as defined by OSHA 1910.146 For installation or maintenance, no physical penetrations of any kind shall be made to the manhole structure. The system shall not require any cutting or drilling into the street in order to mount the antenna. The system shall not require any drilling or cutting into the manhole or vault structure for mounting the bracket. The system field units shall be capable of replacement in under 15 minutes of on-site labor and without any confined space entry as per OSHA 1910.146.

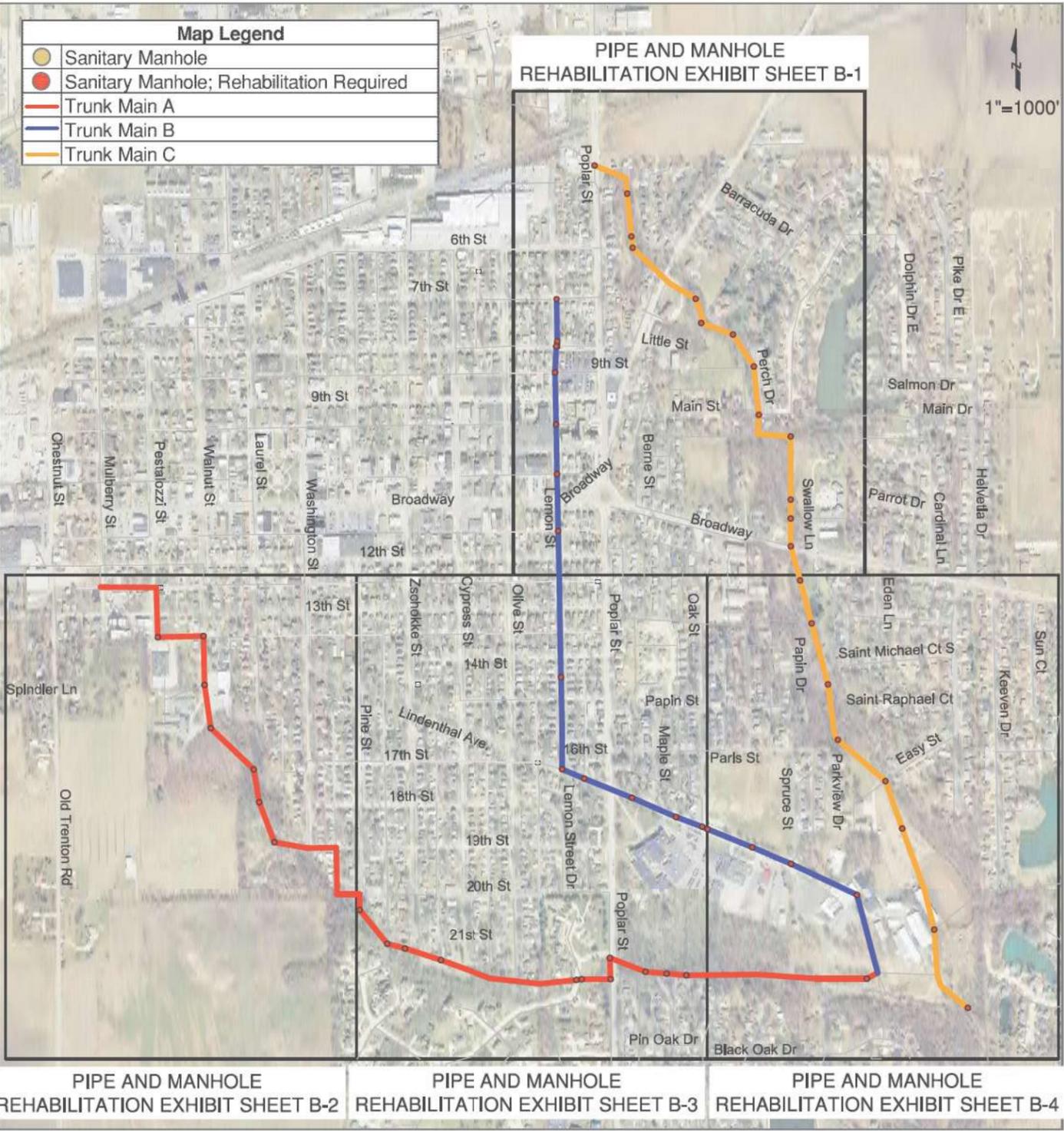
#### Measurement and Payment

Measurement of Flow Monitoring shall be per each manhole. Payment for this item shall include, but not be limited to: all materials, labor, equipment, and services necessary to furnish and install flow monitors. Payment shall be at the respective contract unit price per each manhole monitor. Payment shall be made at the alternate bid unit price per manhole for the following items:

ALTERNATE BID – ITEM 20 – "FLOW MONITORING – SMARTCOVER SYSTEMS – SEWER MONITORING"

**APPENDIX 1**  
**PLANS – TRUNK SEWER REHABILITATION PROJECT**

VICINITY MAP



GENERAL NOTES

- ALL WORK AND MATERIALS SHALL COMPLY WITH THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS" - CURRENT EDITION.
- INFORMATION ON THE PLANS REGARDING UNDERGROUND UTILITIES IS TAKEN FROM THE BEST AVAILABLE RECORDS, BUT IS NOT REPRESENTED AS BEING ENTIRELY CORRECT OR COMPLETE.
- CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST STANDARDS OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING, AND OTHER MEANS OF PROTECTION, THIS IS TO INCLUDE BUT NOT LIMITED FOR ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE TO COMPLY WITH PERFORMANCE CRITERIA FOR OSHA.
- THE CONTRACTOR SHALL COMPLY WITH THE FEDERAL AND STATE DEPARTMENTS OF LABOR OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA), AND ALL OTHER APPLICABLE FEDERAL, STATE, COUNTY AND LOCAL LAWS, ORDINANCES, AND CODES FOR SAFETY AND BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING THE CONTRACT PERIOD.
- ANY DAMAGE TO STREETS DUE TO THE CONTRACTOR'S OPERATIONS (I.E. INCREASED TRUCK TRAFFIC, HEAVY EQUIPMENT TRAFFIC, ETC.) SHALL BE REPAIRED TO THE SATISFACTION OF, AND AT NO EXPENSE TO, THE OWNER OF THE DAMAGED PAVEMENT. NO ADDITIONAL COMPENSATION SHALL BE ALLOWED UNDER THIS CONTRACT FOR SUCH REPAIRS.
- SEWER SERVICE SHALL BE MAINTAINED DURING CONSTRUCTION. DURING CONSTRUCTION THE CONTRACTOR SHALL NOT CAUSE SEWAGE TO BE DISCHARGED EITHER ONTO THE GROUND OR INTO WATERWAYS NOR SHALL HE CAUSE SEWAGE TO BACK UP INTO BUILDINGS. SEWAGE SHALL BE DIVERTED BY PUMPING AND/OR PIPING AROUND ANY PORTION OF THE SEWER SYSTEM WHICH IS TAKEN OUT OF SERVICE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING UTILITY PROPERTY FROM CONSTRUCTION OPERATIONS. ANY UTILITIES THAT ARE DISTURBED DURING CONSTRUCTION SHALL BE REPAIRED AND/OR RELOCATED AT NO COST TO THE OWNER.
- THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH, AND SIZE OF EXISTING SANITARY SEWER LINES AND SANITARY MANHOLES.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR TEMPORARILY PLUGGING THE EXISTING SEWERS AND PUMPING OR ROUTING FLOW TO THE DOWNSTREAM PIPE WHERE IT WILL NOT INTERFERE WITH CONSTRUCTION. THE CONTRACTOR SHALL REESTABLISH GRAVITY FLOW AT THE END OF EVERY WORKING DAY, UNLESS WRITTEN APPROVAL IS PROVIDED BY THE OWNER. COST ASSOCIATED WITH PUMPING, REROUTING, AND REESTABLISHING FLOW SHALL BE INCIDENTAL TO THE PROJECT COSTS.
- NEITHER THE OWNER NOR THE ENGINEER ASSUME ANY RESPONSIBILITY WHATEVER IN RESPECT TO THE ACCURACY OR SUFFICIENCY OF THE INFORMATION OF UNDERGROUND UTILITIES. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE LOCATIONS OF ALL SUCH FACILITIES, INCLUDING SERVICE CONNECTIONS TO UNDERGROUND UTILITIES. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANY OF HIS OPERATIONAL PLANS AND SHALL OBTAIN FROM THE RESPECTIVE UTILITY COMPANIES, DETAILED INFORMATION AND ASSISTANCE RELATIVE TO THE LOCATION OF THEIR FACILITIES AND THE WORKING SCHEDULE OF THE UTILITY COMPANIES FOR REMOVAL OR ADJUSTMENT WHERE REMOVAL OR ADJUSTMENT IS REQUIRED. IN THE EVENT AN UNEXPECTED UTILITY INTERFERENCE IS ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE UTILITY COMPANY OF JURISDICTION. THE ENGINEER SHALL ALSO BE IMMEDIATELY NOTIFIED. ANY SUCH MAINS AND SERVICES DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO SERVICE AT ONCE. WHENEVER POSSIBLE, RESIDENTS SHALL BE NOTIFIED IN ADVANCE IF THEIR HOUSE SERVICE IS TO BE DISCONNECTED AND NO HOUSE SHALL BE LEFT WITHOUT SERVICE OVERNIGHT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF TRAFFIC THROUGHOUT CONSTRUCTION. ALL TRAFFIC CONTROL SHALL CONFORM TO THE APPLICABLE PORTIONS OF ILLINOIS DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, AND THE CITY OF HIGHLAND STANDARDS.
- THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO ENSURE THAT ALL DISTURBED CONNECTIONS TO THE SEWER SYSTEM ARE RECONNECTED AND REMAIN IN SERVICE DURING CONSTRUCTION.
- IN ACCORDANCE WITH PUBLIC ACT 90-761, WHICH AMENDS THE ENVIRONMENTAL PROTECTION ACT CONCERNING GENERAL CONSTRUCTION OR DEMOLITION DEBRIS, THE CONTRACTOR SHALL NOT CONDUCT ANY GENERATION, TRANSPORTATION OR RECYCLING OF CONSTRUCTION OR DEMOLITION DEBRIS, CLEAN OR GENERAL OR UNCONTAMINATED SOIL GENERATED DURING CONSTRUCTION, REMODELING, REPAIR, AND DEMOLITION OF UTILITIES, STRUCTURES AND ROADS THAT IS NOT COMMINGLED WITH ANY WASTE, WITHOUT THE MAINTENANCE OF DOCUMENTATION IDENTIFYING THE HAULER, GENERATOR, PLACE OF ORIGIN OF THE DEBRIS OR SOIL, THE WEIGHT OR VOLUME OF THE DEBRIS OR SOIL, AND THE LOCATION, OWNER AND OPERATOR OF THE FACILITY WHERE THE DEBRIS OR SOIL WAS TRANSFERRED, DISPOSED, RECYCLED OR TREATED. THIS DOCUMENTATION MUST BE MAINTAINED BY THE CONTRACTOR FOR THREE (3) YEARS.
- SEWERS TO RECEIVE CIPP INSTALLATIONS SHALL BE INSPECTED AND CLEANED IMMEDIATELY BEFORE THE COMMENCEMENT OF CIPP INSTALLATION.
- THE CONTRACTOR SHALL INSPECT AND CAPTURE ALL RESULTING IMAGES OF SEWERS TO RECEIVE A CIPP IMMEDIATELY BEFORE AND IMMEDIATELY AFTER THE PERFORMANCE OF ANY AND ALL SEWER PREPARATION ACTIVITIES INCLUDING, BUT NOT LIMITED TO, SEWER CLEANING, ROOT REMOVAL, DEPOSIT REMOVAL AND PROTRUDING SERVICE REMOVAL. SEWER INSPECTION AND IMAGE CAPTURE SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
- AS PROVIDED ON THE SUMMARY OF QUANTITIES, QUANTITIES OF CIPP TO BE INSTALLED ARE ESTIMATED AND BASED ON DISTANCES SCALED FROM GIS DATA PROVIDED BY THE CITY OF HIGHLAND, IL. RECORDINGS OF SEWER INSPECTIONS PROVIDED DO NOT REFLECT ACCURATELY THE SCOPE OF CIPP TO BE INSTALLED AS PART OF THIS PROJECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT PRIVATE RESIDENCES, BUSINESSES, ETC., HAVE PLUMBING PROTECTIONS ADEQUATE TO PROTECT AGAINST THE EFFECTS OF CIPP INSTALLATION ODORS, SEWER BACKUPS, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING RESIDENCES, BUSINESSES, ETC. AGAINST DAMAGES THAT MIGHT BE CAUSED BY THE CIPP INSTALLATION PROCESS. THE CITY OF HIGHLAND, IL DOES NOT MAKE ANY GUARANTEES OR IMPLICATIONS REGARDING THE STATUS AND ADEQUACY OF PRIVATE SEWERS OR PLUMBING.

**SHEET TITLE**  
GENERAL NOTES AND VICINITY MAP EXHIBIT A

**PROJECT**  
TRUNK SEWER REHABILITATION

**OWNER**  
CITY OF HIGHLAND, IL

**DRAWING**  
A-1

**CMT**  
Crawford, Murphy & Tilly  
License No. 184-000613

**REF:** \_\_\_\_\_

**PROJECT NO:** 19040127-00

**DATE:** OCTOBER 2021

**CAD DWG FILE:** \_\_\_\_\_

**DRAWN BY:** BBA

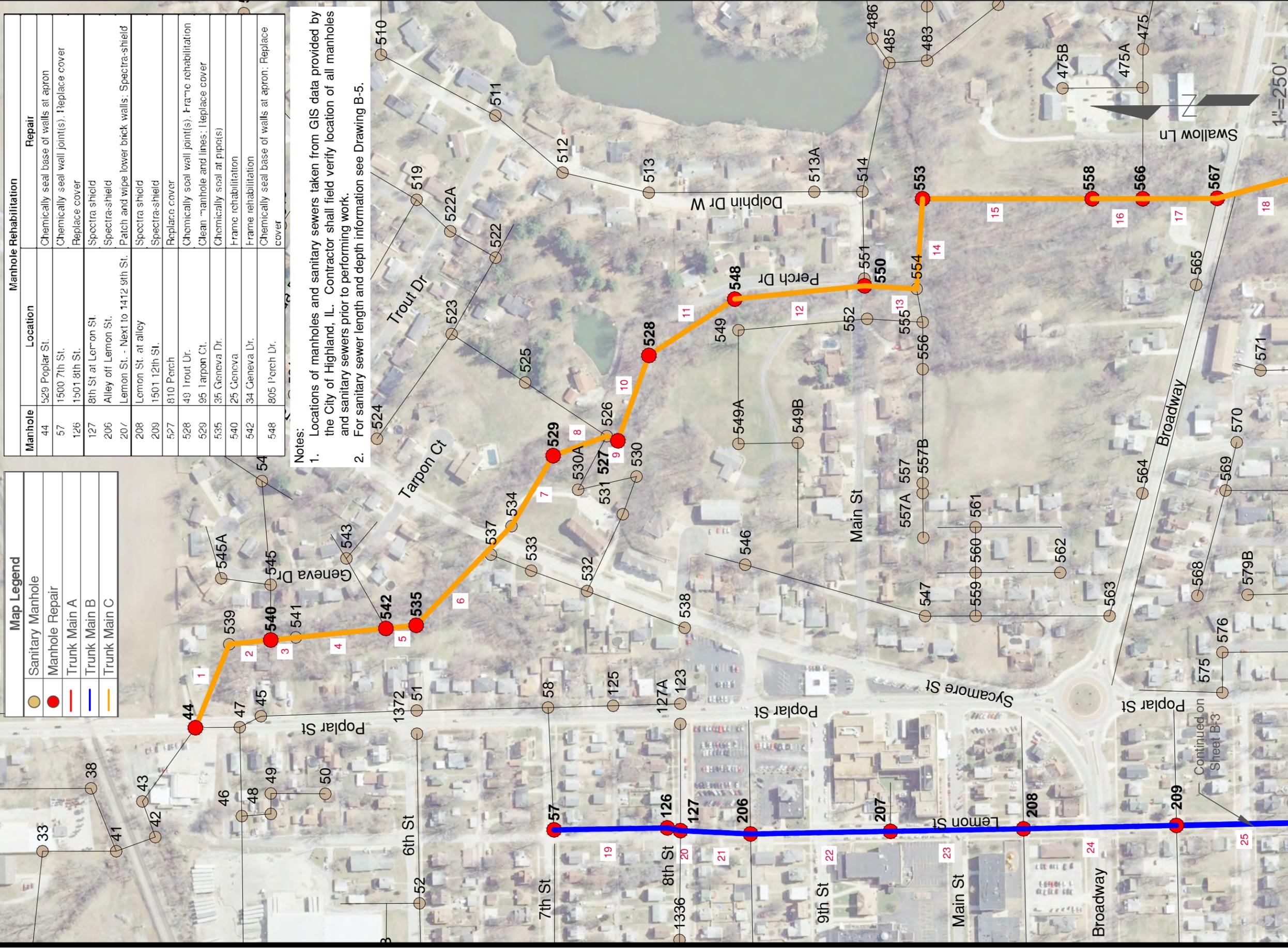
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Map Legend	
	Sanitary Manhole
	Manhole Repair
	Trunk Main A
	Trunk Main B
	Trunk Main C

Manhole Rehabilitation		
Manhole	Location	Repair
44	529 Poplar St.	Chemically seal base of walls at apron
57	1500 7th St.	Chemically seal wall joint(s); Replace cover
126	1501 8th St.	Replace cover
127	8th St at Lemon St.	Spectra shield
206	Alley off Lemon St.	Spectra-shield
207	Lemon St. - Next to 1412 9th St.	Patch and wipe lower brick walls; Spectra-shield
208	Lemon St. at alley	Spectra shield
209	1501 12th St.	Spectra-shield
527	810 Perch	Replace cover
528	49 Trout Dr.	Chemically seal wall joint(s); Frame rehabilitation
529	95 Tarpon Ct.	Clean manhole and lines; Replace cover
535	35 Geneva Dr.	Chemically seal at pipe(s)
540	25 Geneva	Frame rehabilitation
542	34 Geneva Dr.	Frame rehabilitation
548	805 Perch Dr.	Chemically seal base of walls at apron; Replace cover

Notes:  
 1. Locations of manholes and sanitary sewers taken from GIS data provided by the City of Highland, IL. Contractor shall field verify location of all manholes and sanitary sewers prior to performing work.  
 2. For sanitary sewer length and depth information see Drawing B-5.



**CMT**  
 Crawford, Murphy & Tilly  
 License No. 184-00613

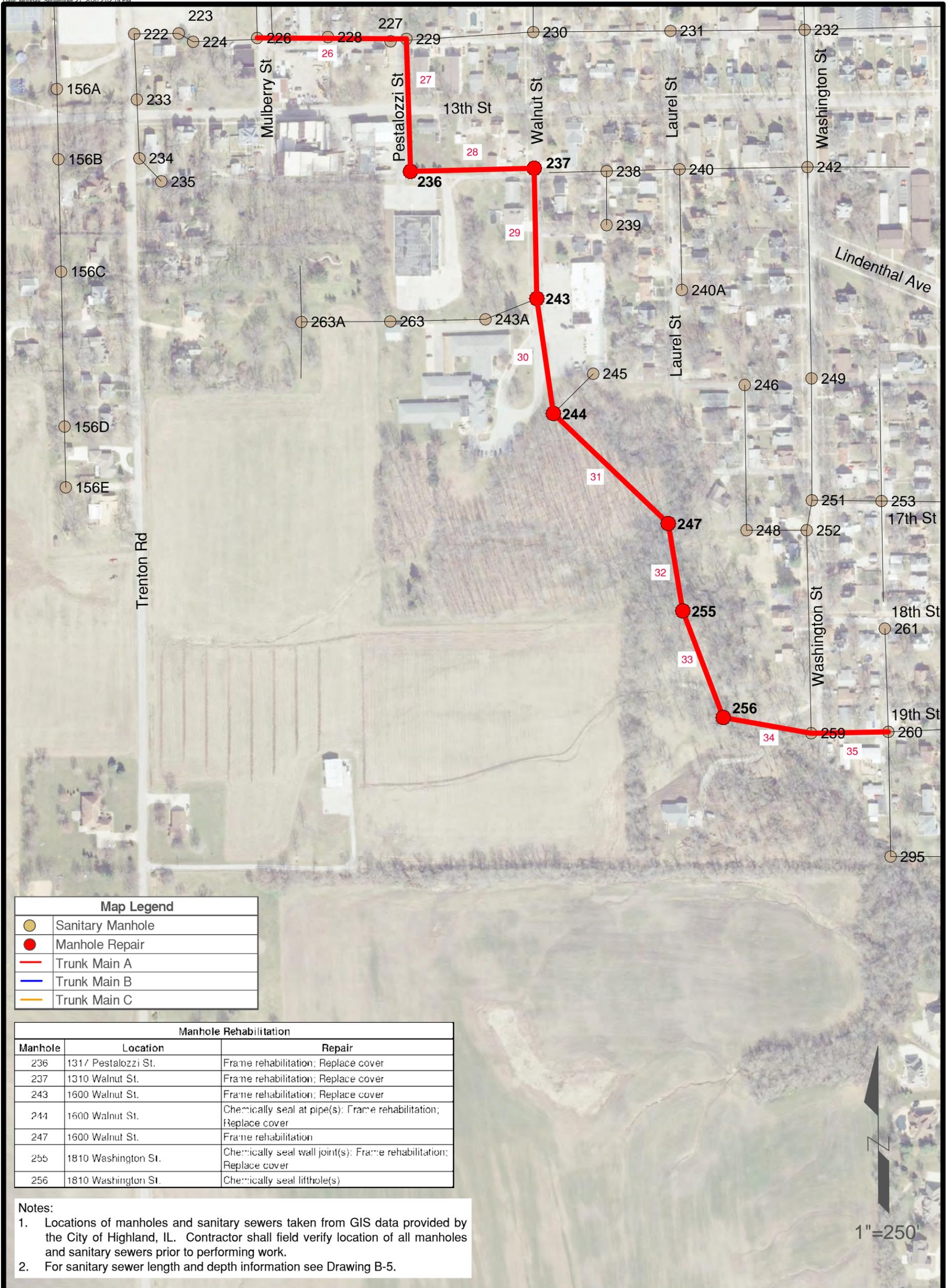
SHEET TITLE  
**PIPE AND MANHOLE REHABILITATION EXHIBIT B**

PROJECT  
**TRUNK SEWER REHABILITATION**

OWNER  
 CITY OF HIGHLAND, IL

REF:	----
PROJECT NO:	19040127-00
DATE:	OCTOBER 2021
CAD DWG FILE:	
DRAWN BY:	BBA
CHK'D BY:	---

DRAWING	B-1
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Map Legend	
	Sanitary Manhole
	Manhole Repair
	Trunk Main A
	Trunk Main B
	Trunk Main C

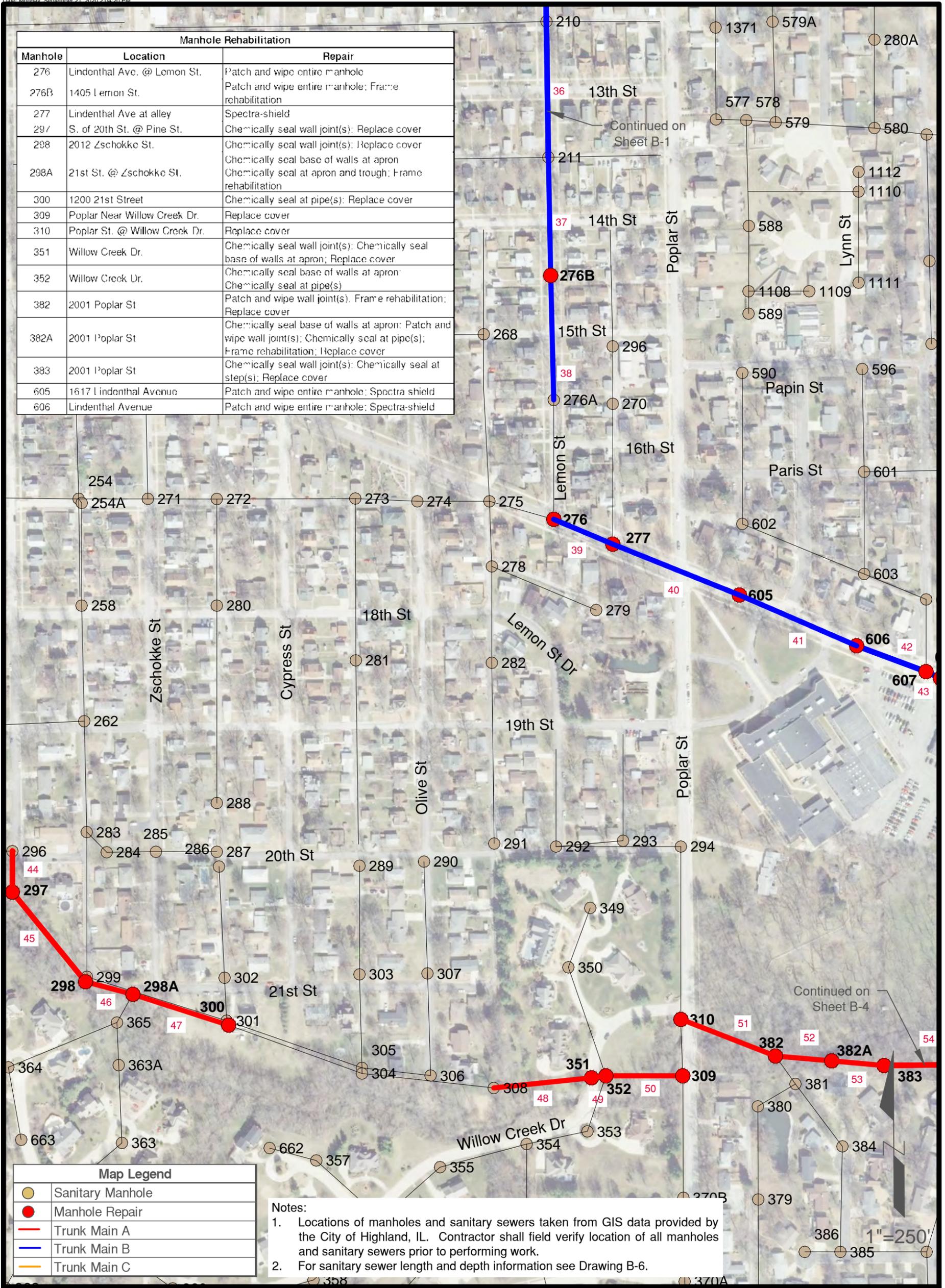
Manhole Rehabilitation		
Manhole	Location	Repair
236	1317 Pestalozzi St.	Frame rehabilitation; Replace cover
237	1310 Walnut St.	Frame rehabilitation; Replace cover
243	1600 Walnut St.	Frame rehabilitation; Replace cover
244	1600 Walnut St.	Chemically seal at pipe(s); Frame rehabilitation; Replace cover
247	1600 Walnut St.	Frame rehabilitation
255	1810 Washington St.	Chemically seal wall joint(s); Frame rehabilitation; Replace cover
256	1810 Washington St.	Chemically seal lifthole(s)

- Notes:
- Locations of manholes and sanitary sewers taken from GIS data provided by the City of Highland, IL. Contractor shall field verify location of all manholes and sanitary sewers prior to performing work.
  - For sanitary sewer length and depth information see Drawing B-5.



 License No. 184-000613	SHEET TITLE		DRAWING
	PIPE AND MANHOLE REHABILITATION EXHIBIT B		
PROJECT		OWNER	
TRUNK SEWER REHABILITATION		CITY OF HIGHLAND, IL	
REF: ----	PROJECT NO: 19040127-00	DATE: OCTOBER 2021	
CAD DWG FILE:	DRAWN BY: BBA	CHK'D BY: ----	

Manhole Rehabilitation		
Manhole	Location	Repair
276	Lindenthal Ave. @ Lemon St.	Patch and wipe entire manhole
276B	1405 Lemon St.	Patch and wipe entire manhole; Frame rehabilitation
277	Lindenthal Ave at alley	Spectra-shield
297	S. of 20th St. @ Pine St.	Chemically seal wall joint(s); Replace cover
298	2012 Zschokke St.	Chemically seal wall joint(s); Replace cover
298A	21st St. @ Zschokke St.	Chemically seal base of walls at apron Chemically seal at apron and trough; Frame rehabilitation
300	1200 21st Street	Chemically seal at pipe(s); Replace cover
309	Poplar Near Willow Creek Dr.	Replace cover
310	Poplar St. @ Willow Creek Dr.	Replace cover
351	Willow Creek Dr.	Chemically seal wall joint(s); Chemically seal base of walls at apron; Replace cover
352	Willow Creek Dr.	Chemically seal base of walls at apron Chemically seal at pipe(s)
382	2001 Poplar St	Patch and wipe wall joint(s); Frame rehabilitation; Replace cover
382A	2001 Poplar St	Chemically seal base of walls at apron; Patch and wipe wall joint(s); Chemically seal at pipe(s); Frame rehabilitation; Replace cover
383	2001 Poplar St	Chemically seal wall joint(s); Chemically seal at step(s); Replace cover
605	1617 Lindenthal Avenue	Patch and wipe entire manhole; Spectra shield
606	Lindenthal Avenue	Patch and wipe entire manhole; Spectra-shield



Map Legend	
	Sanitary Manhole
	Manhole Repair
	Trunk Main A
	Trunk Main B
	Trunk Main C

- Notes:
- Locations of manholes and sanitary sewers taken from GIS data provided by the City of Highland, IL. Contractor shall field verify location of all manholes and sanitary sewers prior to performing work.
  - For sanitary sewer length and depth information see Drawing B-6.

**CMT**  
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 License No. 184-000613

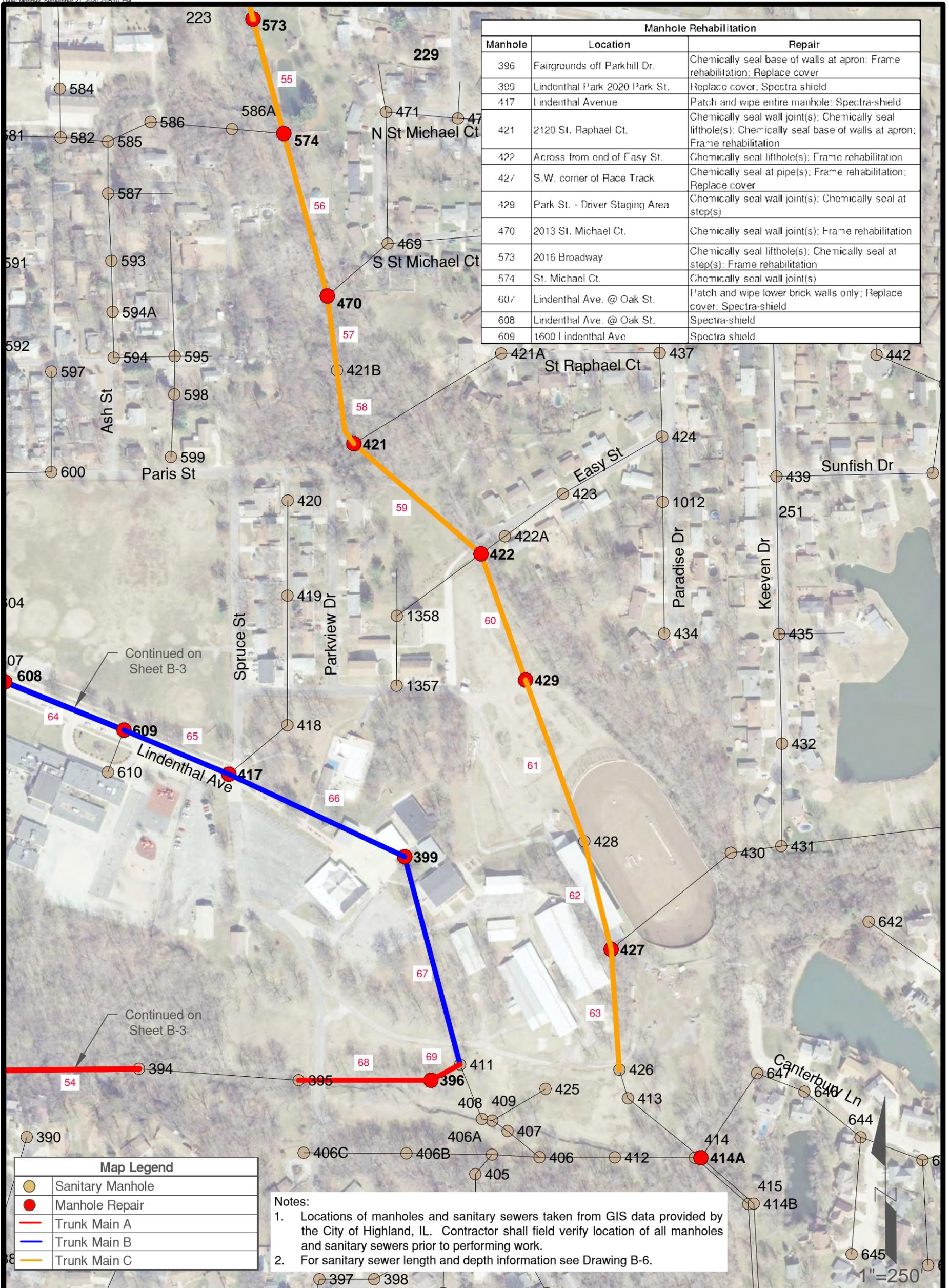
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 PROJECT NO: 19040127-00  
 DATE: OCTOBER 2021  
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 DRAWN BY: BBA  
 CHK'D BY: ----

SHEET TITLE  
**PIPE AND MANHOLE REHABILITATION EXHIBIT B**

PROJECT  
**TRUNK SEWER REHABILITATION**

OWNER  
 CITY OF HIGHLAND, IL

DRAWING  
**B-3**



Manhole Rehabilitation		
Manhole	Location	Repair
396	Fairgrounds off Parkhill Dr.	Chemically seal base of walls at apron; Frame rehabilitation; Replace cover
399	Lindenthal Park 2020 Park St.	Replace cover; Spectra shield
417	Lindenthal Avenue	Patch and wipe entire manhole; Spectra-shield
421	2120 St. Raphael Ct.	Chemically seal wall joint(s); Chemically seal lift(s); Chemically seal base of walls at apron; Frame rehabilitation
422	Across from end of Easy St.	Chemically seal lift(s); Frame rehabilitation
427	S.W. corner of Race Track	Chemically seal at pipe(s); Frame rehabilitation; Replace cover
429	Park St. - Driver Staging Area	Chemically seal wall joint(s); Chemically seal at step(s)
470	2013 St. Michael Ct.	Chemically seal wall joint(s); Frame rehabilitation
573	2016 Broadway	Chemically seal lift(s); Chemically seal at step(s); Frame rehabilitation
574	St. Michael Ct.	Chemically seal wall joint(s)
607	Lindenthal Ave. @ Oak St.	Patch and wipe lower brick walls only; Replace cover; Spectra-shield
608	Lindenthal Ave. @ Oak St.	Spectra-shield
609	1600 L indenthal Ave	Spectra shield

Map Legend	
	Sanitary Manhole
	Manhole Repair
	Trunk Main A
	Trunk Main B
	Trunk Main C

Notes:  
 1. Locations of manholes and sanitary sewers taken from GIS data provided by the City of Highland, IL. Contractor shall field verify location of all manholes and sanitary sewers prior to performing work.  
 2. For sanitary sewer length and depth information see Drawing B-6.

	SHEET TITLE		DRAWING
	PIPE AND MANHOLE REHABILITATION EXHIBIT B		
REF: ---- PROJECT NO: 19040127-00 DATE: OCTOBER 2021 CAD DWG FILE: DRAWN BY: BBA CHK'D BY: ----	PROJECT		B-4
	TRUNK SEWER REHABILITATION		
OWNER		CITY OF HIGHLAND, IL	

CIPP Rehabilitation										
No.	Trunk Main Segment	Length ft	Active Lateral Connections	Diameter in	US Manhole			DS Manhole		
					No.	Depth	Invert	No.	Depth	Invert
<b>Pipe and Manhole Rehabilitation Exhibit B, Sheet B-1</b>										
1	C	197	0	15	44	20.83	501.13	539	TBD	500.29
2	C	83	0	15	539	TBD	500.29	540	5.58	499.72
3	C	100	0	15	540	5.58	499.72	541	TBD	499.62
4	C	195	2	15	541	TBD	499.62	542	5.58	499.38
5	C	137	1	15	542	5.58	499.38	535	5.83	498.91
6	C	309	0	15	535	5.83	498.91	534	14.00	494.22
7	C	208	1	15	534	14.00	494.22	529	15.67	493.57
8	C	154	0	15	529	15.67	493.57	526	10.33	493.42
9	C	55	0	15	526	10.33	493.42	527	10.33	493.37
10	C	252	1	15	527	10.33	493.37	528	14.25	492.10
11	C	276	0	15	528	14.25	492.10	548	12.50	492.37
12	C	353	0	15	548	1250.00	492.37	550	13.58	487.45
13	C	154	0	15	550	13.58	487.45	554	13.58	480.97
14	C	210	0	15	554	13.58	480.97	553	10.58	486.98
15	C	499	0	15	553	10.58	486.98	558	9.33	486.26
16	C	107	0	15	558	9.33	486.26	566	9.83	485.33
17	C	189	1	15	566	9.83	485.33	567	14.25	484.00
18	C	266	1	15	567	14.25	484.00	573	10.00	483.69
19	B	296	0	8	57	12.92	513.29	126	11.92	515.56
20	B	28	0	8	126	11.92	515.56	127	12.25	515.21
21	B	189	1	12	127	12.25	515.21	206	15.58	514.60
22	B	361	2	12	206	15.58	514.60	207	20.83	530.81
23	B	370	3	12	207	20.83	530.81	208	19.08	526.06
24	B	403	0	12	208	19.08	526.06	209	17.08	512.52
25	B	357	1	15	209	17.08	512.52	210	15.00	511.99
<b>Pipe and Manhole Rehabilitation Exhibit B, Sheet B-2</b>										
26	A	403	0	15	226	14.25	TBD	229	12.08	508.72
27	A	360	3	15	229	12.08	508.72	236	13.33	507.80
28	A	322	5	15	236	13.33	507.80	237	13.92	507.12
29	A	349	3	15	237	13.92	507.12	243	11.50	504.48
30	A	285	1	15	243	11.50	504.48	244	22.25	499.33
31	A	401	1	15	244	22.25	499.33	247	9.67	498.89
32	A	290	0	15	247	9.67	498.89	255	13.75	495.99
33	A	248	0	15	255	13.75	495.99	256	11.83	495.48
34	A	262	1	15	256	11.83	495.48	259	14.25	494.75
35	A	183	1	15	259	14.25	494.75	260	17.17	492.10

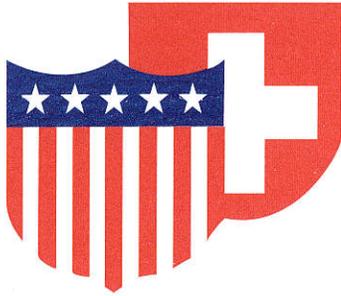
	SHEET TITLE		DRAWING
	PIPE AND MANHOLE REHABILITATION EXHIBIT B		
REF: ---- PROJECT NO: 19040127-00 DATE: OCTOBER 2021 CAD DWG FILE: DRAWN BY: BBA CHK'D BY: ----	PROJECT		B-5
	TRUNK SEWER REHABILITATION		
		OWNER	
		CITY OF HIGHLAND, IL	

CIPP Rehabilitation (cont.)										
No.	Trunk Main Segment	Length ft	Lateral Connections	Diameter in	US Manhole			DS Manhole		
					No.	Depth	Invert	No.	Depth	Invert
<b>Pipe and Manhole Rehabilitation Exhibit B, Sheet B-3</b>										
36	B	361	1	12	210	15.00	511.99	211	12.83	511.02
37	B	300	0	12	211	12.83	511.02	276B	15.20	TBD
38	B	344	0	12	276B	15.20	TBD	276A	TBD	TBD
39	B	161	0	15	276	19.83	544.56	277	19.67	504.49
40	B	605	0	15	277	19.67	504.49	605	21.00	503.78
41	B	287	0	15	605	21.00	503.78	606	23.08	503.11
42	B	236	0	15	606	23.08	503.11	607	26.58	502.39
43	B	58	0	15	607	26.58	502.39	608	23.25	502.31
44	A	239	0	15	297	14.33	491.23	298	13.33	490.60
45	A	156	0	15	296	TBD	491.3	297	14.33	491.23
46	A	131	0	15	298	13.33	490.60	298A	16.33	TBD
47	A	251	0	15	298A	16.33	TBD	300	12.17	489.82
48	A	215	0	15	308	7.58	488.39	351	13.83	TBD
49	A	62	0	15	351	13.83	TBD	352	TBD	TBD
50	A	180	0	15	352	11.17	TBD	309	19.75	484.46
51	A	198	0	15	310	20.17	483.65	382	9.00	483.48
52	A	344	0	15	382	9.00	483.48	382A	11.50	TBD
53	A	126	0	15	382A	11.50	TBD	383	TBD	482.90
54	A	400	1	15	383	10.33	482.90	394	TBD	481.82
<b>Pipe and Manhole Rehabilitation Exhibit B, Sheet B-4</b>										
55	C	322	0	18	573	10.00	483.69	574	13.00	480.97
56	C	366	0	18	574	13.00	480.97	470	13.58	480.11
57	C	369	0	18	470	13.58	480.11	421B	13.17	TBD
58	C	84	0	18	421B	13.17	TBD	421	12.08	480.01
59	C	448	0	18	421	12.08	480.01	422	11.58	479.54
60	C	356	0	18	422	11.58	479.54	429	11.42	479.08
61	C	370	0	18	429	11.42	479.08	428	TBD	478.64
62	C	416	1	18	428	TBD	478.64	427	13.33	478.46
63	C	321	0	18	427	13.33	478.46	426	TBD	477.71
64	B	319	0	15	608	23.25	502.31	609	25.42	501.56
65	B	299	0	15	609	25.42	501.56	417	25.00	513.10
66	B	517	1	15	417	25.00	513.10	399	22.25	498.20
67	B	456	0	15	399	22.25	498.20	411	12.92	TBD
68	A	357	0	15	395	TBD	481.01	396	10.75	480.14
69	A	117	0	15	396	10.75	480.14	411	22.25	TBD

	SHEET TITLE	
	PIPE AND MANHOLE REHABILITATION EXHIBIT B	
REF: ---- PROJECT NO: 19040127-00 DATE: OCTOBER 2021 CAD DWG FILE: DRAWN BY: BBA CHK'D BY: ----	PROJECT	
	TRUNK SEWER REHABILITATION	
OWNER CITY OF HIGHLAND, IL	DRAWING	
	B-6	

Active Service Laterals				
Trunk Sewer Segment	Upstream Manhole	Downstream Manhole	Dia. (inches)	Service Laterals (ea.)
A	229	236	15	3
A	236	237	15	5
A	237	243	15	3
A	243	244	15	1
A	244	247	15	1
A	256	259	15	1
A	259	260	15	1
A	383	394	15	1
B	127	206	12	1
B	206	207	12	2
B	207	208	12	3
B	209	210	12	1
B	210	211	12	1
B	417	399	15	1
C	534	529	15	1
C	567	573	15	1
C	566	567	15	1
C	542	535	15	1
C	541	542	15	2
C	527	528	15	1
C	428	427	18	1

	SHEET TITLE		DRAWING
	PIPE AND MANHOLE REHABILITATION EXHIBIT C		
REF: ----	PROJECT		C-1
PROJECT NO: 19040127-00	TRUNK SEWER REHABILITATION		
DATE: OCTOBER 2021	OWNER		
CAD DWG FILE:	CITY OF HIGHLAND, IL		
DRAWN BY: BBA			
CHK'D BY: ----			



# City of Highland

**MEMO TO:** Christopher Conrad, City Manager  
**FROM:** Joe Gillespie, Director of Public Works  
**DATE:** October 27, 2021  
**SUBJECT:** Sanitary Sewer Trunk Main Rehabilitation, PW-19-19  
Notice of Municipal Letting

## RECOMMENDATION

I recommend that you request council approval to advertise for the above referenced NOML. The estimated construction cost of this project is \$2.4 million. The proposed bidding documents are attached.

## DISCUSSION

We have been working with CMT over the last eight years to rehabilitate and improve our sanitary sewer system throughout the city. This project will focus on the three trunk mains for our collection system that receive the tributary mains and carry sewage directly to the plant. The project includes the rehabilitation of the pipe and associated manholes.

## FISCAL IMPACT

CMT has helped us secure another SRF loan with the IEPA similar to that used for the plant improvements.

## CONCURRENCE

Recommended by: \_\_\_\_\_

  
Joe Gillespie, Director of Public Works

Approved by: \_\_\_\_\_

  
Christopher Conrad, City Manager

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A  
SILVER LAKE BOAT LEASE WITH TERRY AND PAMELA SCHRUMPF**

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, Terry and Pamela Schrumpf are the owners of real estate as described below:

**PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 4  
NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, MADISON  
COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:**

**COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST  
QUARTER OF SECTION 18; THENCE NORTH 89 DEGREES 50 MINUTES 10  
SECONDS EAST ON THE SOUTHERLY LINE OF THE SAID NORTHEAST  
QUARTER, 969.97 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 24  
SECONDS EAST ON SAID SOUTHERLY LINE, 180.00 FEET TO THE POINT OF  
BEGINNING; THENCE NORTH 01 DEGREES 17 MINUTES 08 SECONDS  
WEST, 682.03 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 31 SECONDS  
EAST, 1,201.83 FEET; THENCE SOUTH 01 DEGREES 56 MINUTES 52  
SECONDS EAST, 682.25 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 42  
SECONDS WEST ON THE SOUTHERLY LINE OF THE SAID NORTHEAST  
QUARTER, 745.08 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 24**

**SECONDS WEST ON SAID SOUTHERLY LINE, 464.64 FEET TO THE POINT OF BEGINNING, CONTAINING 18.88 ACRES, MORE OR LESS.**

**PPN: 02-1-18-18-00-000-007.003**

**Situated in Madison County, Illinois**

(hereinafter "Property"); and

WHEREAS, Terry and Pamela Schrupf ("Lessees") have represented to City that they are successors in title and ownership to William O. Schrupf & Louise Schrupf who owned the Property on March 27, 1961, and that such Property was part of real estate that William O. Schrupf & Louise Schrupf owned on March 27, 1961, that abutted the real estate sold to the City pursuant to a certain March 27, 1961, Agreement for the Silver Lake Project between the City and certain landowners (*See* "Agreement" attached hereto as **Exhibit A**), as recorded in Book 2084, Page 665 *et seq.* of the Recorder's Office of Madison County, Illinois; and

WHEREAS, City has determined, as part of said March 27, 1961, Agreement, City agreed with Lessees' aforesaid predecessor, that they were granted certain privileges which could be assigned to their successors in title to such abutting real estate, including the placement of a boat dock and one boat on Silver Lake (*See* **Exhibit A**); and

WHEREAS, Lessees warrant that they are the owners and rightful holders of the privileges set out in the Agreement and granted to Lessees' said predecessor by said March 27, 1961, Agreement (*See* **Exhibit A**); and

WHEREAS, the City has retained the right to reasonable control and regulation of the aforesaid privileges under the terms of the said March 27, 1961, Agreement (*See* **Exhibit A**); and

WHEREAS, City Council finds that the Silver Lake Boat and Dock Lease ("Lease") between City and Lessees (*See* **Exhibit B**) should be approved; and

WHEREAS, City Council deems it to be in the best interests of City to approve the Lease (**Exhibit B**) with Lessees; and

WHEREAS, the City Council also finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City of Highland, to execute whatever documents are necessary to enter the Lease (**Exhibit B**) with Lessees.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Highland as follows:

*Section 1.* The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

*Section 2.* The Lease (**Exhibit B**) with Lessees is approved.

*Section 3.* The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute and date the Lease (**Exhibit B**) with Lessees.

*Section 4.* This Resolution shall be known as Resolution No. \_\_\_\_\_ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland, Illinois, approved by the Mayor, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

---

Kevin B. Hemann  
Mayor  
City of Highland  
Madison County, Illinois

ATTEST:

---

Barbara Bellm  
City Clerk  
City of Highland  
Madison County, Illinois



A G R E E M E N T

152-2391

BOOK 2081 PAGE 665

THIS AGREEMENT entered into this 27th day of March

1961, by and between the CITY OF HIGHLAND, an Illinois Municipal Corporation, hereinafter called CITY, and various owners of real estate, hereinafter called OWNERS, which real estate is deemed necessary for the development of a water reservoir for the City, hereinafter called SILVER LAKE PROJECT,

W I T N E S S E T H :

WHEREAS, the City has determined it essential to the welfare and needs of the residents of the City that the City establish a water reservoir to maintain sufficient and adequate water supply for said residents, and

WHEREAS, the City has, by statutes of the State of Illinois, the power of eminent domain to condemn private real estate for value paid to use for said water reservoir, and

WHEREAS, the City has, by Ordinance 624, deemed it necessary to erect a dam and flood certain lands in the area of Silver Creek in order to construct said water reservoir, and

WHEREAS, the City has, by said Ordinance, authorized its officers, agents, attorneys and employees to attempt by agreement and by purchase to acquire all land necessary for said project, or, in failure of the City officers, agents, attorneys and employees to acquire the necessary land by agreement and by purchase, to institute and prosecute to its conclusion a proceeding or proceedings of eminent domain to take said real estate for said purpose, and

WHEREAS, the Owners desire to agree with the City and to permit the City to acquire the necessary real estate for the Silver Lake Project by purchase, rather than by eminent domain proceedings, and

WHEREAS, the City and Owners have agreed upon all the terms and conditions of purchase of said real estate, and desire to set forth said terms and conditions in writing in order to expedite the purchase of said real estate by the City.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the City and by each of the Owners hereto, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The individual names of the Owners, and the legal description of the real estate hereby bargained and sold to the City by each of said Owners is fully set out on Exhibit A, attached hereto and made a part hereof as if fully set out herein.

2. Each of the individual Owners, as set forth on Exhibit A, do hereby, for themselves, and for each of their respective heirs, executors, administrators and assigns, sell to the City, the real estate set forth and described after their respective names on Exhibit A, together with all improvements thereon, according to the terms and conditions hereinafter set forth, to-wit:

(a) Good and merchantable fee simple title to each tract of real estate shall be conveyed by a good and sufficient Warranty Deed, free and clear of all encumbrances whatsoever, except easements to public utilities and/or any corporation, whether municipal or private, having the right of eminent domain; each Deed shall bear adequate United State Internal Revenue Documentary Stamps, at Owners' expense. The Deeds shall be prepared at City's expense by its attorneys.

(b) The City shall be entitled to full and peaceful possession of each of said tract of real estate and all improvements thereon on the "Closing Date," as hereinafter defined.

(c) The Owners shall have the privilege, after the Closing Date to go upon the real estate by them hereby bargained and sold to the City to cut and remove the timber growing upon said real estate, provided, however,

that the removal of timber shall be done so as not to interfere with any work being performed on, or any use of, said land by the City, and provided further that this right to reenter to cut and remove timber shall be limited to six months after Closing Date or until said real estate is flooded or inundated. The privilege of cutting and removing timber may be made subject to any and all reasonable rules and regulations promulgated by resolution or ordinance heretofore or hereafter adopted or passed by the City Council of the City. The privilege of cutting and removing trees is not assignable nor transferable; any and all Owners exercising this privilege hereby agrees to fully indemnify and hold harmless the City, its officers, agents and employees from any claim, demand, judgment, cause of action or any expense of any kind and nature whatsoever allegedly due to or arising out of, directly or indirectly, the exercise of this privilege.

(d) The City shall, at its own expense, provide itself with Owner's title policies covering the real estate described on Exhibit A, but Owners agree to fully cooperate with City to clear any defects in title that may be raised by the City, but at no expense to Owners.

(e) Owners must pay all special assessments against said real estate and the general real estate taxes for the year 1960, (due and payable in 1961,) and pro rata 1961 taxes to Closing Date and for all prior years, and any reserve necessary to meet such payment may be withheld from purchase price by City and deposited with Escrow Agent, as hereinafter defined.

(f) Each Owner designated shall grant and convey an easement in favor of the City, granting City, its successors and assigns, the permanent and perpetual right to flood and inundate certain areas as specifically set forth on Exhibit A, attached hereto. Said easement shall be binding on heirs, executors, administrators and assigns of Owners whose land is so affected. The right of the City to flood the designated real estate shall be limited to dam elevation of 505 feet.

3. City hereby agrees, in consideration of promises of the Owners, that it will permit the Owners the following privileges, subject to the right of the City to subject said privileges to reasonable control and regulations as are herebefore or hereafter promulgated by said City:

(a) Each Owner who is a party to this Contract, having title to real estate abutting the Silver Lake Project after conveyance of title to the real estate described in

Exhibit A, shall have the privilege of constructing and maintaining on Silver Lake one boat and a boat dock for said boat for pleasure purposes only. No commercial use of said boat or boat dock, whether operated for monetary profit or not, shall be permissible. This privilege shall pass to each Owners' heirs, executors, administrators and assigns, but shall not be multiplied by division of the real estate held by any qualifying Owner. City hereby grants to each qualifying Owner the right of ingress and egress to and from said boat dock. The privilege hereby agreed to by the City and the said right of ingress and egress shall be granted by to each qualifying Owner by a ten year lease, renewable for successive additional ten year periods, which lease shall be prepared by City at City's expense and made available for the Owners when Silver Lake Project is completed, (and the City further agrees that no commercial use will be made of the property conveyed to the City by the Owners, nor will the City lease any of said property to private persons, firms, or corporations for commercial, private or recreational use.

(b) Each Owner who is a party to this Contract, having title to real estate abutting the Silver Lake Project, after conveyance of title to the real estate described in Exhibit A, shall have the privilege to remove and transport water from the Lake, at said Owner's expense, for the purpose of providing water for said Owner's cattle and live stock, provided however, this privilege is subject to City's right to impose and promulgate reasonable regulations and rules concerning the amount and use of water so removed, and the method and time of removing and transporting said water. This privilege shall be granted by the issuance by the City of a permit to each qualifying Owner applying for the same, which permit must be renewed at such intervals as shall be determined by the City.

4. All the land described in Exhibit A is located in the County of Madison and State of Illinois; each and every Owner described and set forth in Exhibit A hereby agree that they shall waive all their rights and exemptions by virtue of the Homestead Act of the State of Illinois and will execute Deeds properly relinquishing said Homestead rights; that this Contract is hereby agreed to be one single, indivisible Contract, and may not be separated into its parts.

5. The City hereby agrees that it shall pay the total sum of One Hundred Seventy-five Thousand Dollars (\$175,000.00) for all of the land described on Exhibit A, which is attached hereto;

the City agrees that said sum shall be paid to the Escrow Agent hereinafter described, at such time as this Contract is submitted to the City, fully and properly executed by all Owners. It is expressly agreed and understood that the signature of one Owner to this Contract is not given in consideration of the signatures of anyone or more of the other Owners who are parties hereto, but it is agreed and understood that the signature of each Owner hereto is given in consideration of his undistributed and undivided share in the total purchase price of One Hundred Seventy-five Thousand Dollars (\$175,000.00).

6. It is expressly agreed and understood by each of the parties hereto that the Edwardsville National Bank and Trust Company a Banking Corporation, is hereby designated by the City and by each of the Owners as Escrow Agent, which Escrow Agent is to perform the following duties:

(a) Said Agent shall receive in escrow the sum of One Hundred Seventy-five Thousand Dollars (\$175,000.00) from the City; the Escrow Agent shall also receive in escrow Warranty Deeds from each of the Owners set forth in Exhibit A; Escrow Agent shall have no responsibility or liability in preparing the Deeds, attempting to obtain signatures, or as to the validity, legal effect or correctness of said Deeds, but the Escrow Agent's responsibility shall be simply to receive all Deeds submitted to it by the Owners and hold them until the Closing Date.

(b) At such time as the City deems the Deeds and title searches conducted by the City shall be in satisfactory form, the City shall give written notice to the Escrow Agent and to Dick Mudge, Jr., Attorney for the Owners, which notice shall set forth that the City has satisfied itself as to the condition and status of the Deeds and the titles to the properties in question and that, except for changes subsequent to said notice, it shall authorize payment of the said purchase price, then in such event, the Escrow Agent shall deliver all of said Warranty Deeds to Chicago Title and Trust Company

at their office in Edwardsville, Illinois. The receipt of said notice from the City by the bank shall be sufficient, proper and full justification of said Escrow Agent for delivering said Deeds to the said Title Company and possession of said notice by said Escrow Agent shall be the only justification and condition precedent for the delivery of said Deeds.

(c) Thirty (30) days after delivery of said Deeds to Chicago Title and Trust Company, which date is hereby called "Closing Date," the Escrow Agent shall deliver the full sum of One Hundred Seventy-five Thousand Dollars (\$175,000.00) to Dick Mudge, Jr., as Trustee for distribution and division of the purchase price among the Owners; and it is expressly agreed and understood by the City and by each of the Owners hereto as evidenced by their signatures hereto, that payment of the full purchase price to Dick Mudge, Jr., as Trustee, shall be proper and full payment by the City to the Owners for the real estate herein bargained and sold, and said Owners shall look only to Dick Mudge, Jr., as Trustee, for payment of their share of the purchase price, and that each Owner hereby agrees the payment of said sum to said Trustee by the Escrow Agent shall be full satisfaction of the City's obligation under this Contract; provided, however, if for reasons arising subsequent to the notice by the City to the Escrow Agent of the satisfactory condition of the Deeds and titles, a defect or objection to title to anyone of the tracts of real estate described in Exhibit A shall arise, then the City may give written notice of such defect or objection to the Escrow Agent, which notice shall delay the delivery of the purchase price to the Trustee, until said objection or defect has cleared up to the satisfaction of the City; if said defect or objection is not cleared within thirty (30) days from the receipt of said notice of defect or objection, then the Escrow Agent shall return the money to the City and shall return all Deeds in its care to the Trustee, and delivery of said Deeds and money shall fully release the Escrow Agent from any obligations or duties herein.

(d) It is understood and agreed by the City and all Owners that the Escrow Agent shall not be responsible to the City or Owners for any reason except for gross negligence.

(e) It is understood and agreed by all Parties hereto that the Escrow Agent does not guarantee the performance of the terms of this Contract except as to its own obligations, nor does it guarantee the signatures upon this Contract nor assumes any responsibility whatsoever except that which is expressly agreed to herein by it.

(f) If and in the event City cannot, to its satisfaction, clear all defects and objections to titles to all of said real estate within the second thirty (30) day period provided for in sub-paragraph (c) of this paragraph, then City shall, at the end of said period, have the right to give notice to Escrow Agent of City's election not to purchase the real estate shown in Exhibit A, and receipt of such notice by Escrow Agent after said second thirty (30) day period has elapsed shall be adequate and sufficient justification and authority for said Escrow Agent to return the money to the City and the Deeds to Dick Mudge, Jr., As Trustee, as provided in said sub-paragraph (c).

(g) All taxes held by the Escrow Agent for the payment of taxes for the year 1960 (due in 1961) and the pro rata taxes for 1961 (due in 1962) to the Closing date, shall, at the time the tax bills are issued, be surrendered to the City for payment of said tax bills to the extent of the liability of the Owners for said taxes. The amount shown on the tax bills issued by the proper officials of the County of Madison and State of Illinois shall be full, satisfactory and adequate justification authority for the Escrow Agent to surrender the same amount to the City and payment by said Escrow Agent to the City of the amount of the purchase price ~~and returning the Deeds by the Escrow Agent,~~ shall relieve the Owners from any liability and obligation for the payment of same.

7. The City reserves the right, upon discovering that a person or persons, other than the party herein named as Owner, own any of the real estate herein sought to be purchased, then the City may amend this Contract to eliminate the false Owners and substitute the real Owners without the necessity of obtaining new signatures of all other Owners of other real estate not involved in said error.

8. In further consideration of the City of Highland for payment of the sum of One Hundred Seventy-five Thousand Dollars (\$175,000.00), the Owners hereby agree that all real estate retained by them abutting the Silver Lake Project after conveyance of the real estate described in Exhibit A to the City, to the extent that said real estate still owned by said Owners lies

within 100 feet of the high water mark of said Silver Lake as shown on Exhibit B attached hereto and made a part hereof, the Owners shall and do hereby place a restriction upon said 100 foot strip that the same shall be sown with grass sufficient to keep erosion and pollution to a minimum and Owners agree that said 100 foot strip shall not be cultivated nor be used in anyway that might cause erosion or pollution of said Lake Project. It is understood by the Owners hereto that said Lake is to be used for drinking water and domestic use of residents of the City and that areas bordering the high water mark of said Lake, if not properly cared for, could cause erosion and pollution, which would be detrimental to the health and safety and well-being of the residents of said City. The Owners agree that if called upon they shall execute all instruments for recording evidencing such restriction at such time as the same is presented to them by the City.

IN WITNESS WHEREOF the City of Highland, an Illinois Municipal Corporation, has caused its officers to sign their names hereto and to affix the corporate seal hereto, and the Owners have signed their names on or about the day and year first above written and each corporate Owner has caused its officers by proper resolution of the Board of Directors to sign their names and affix the respective corporate seals to this instrument on or about the day and year first above written.

E X H I B I T "A"

Tract 1

Henry T. Schrupf and Ida M. Schrupf, his wife

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The North 15 acres of the West half of the Northeast Quarter of the Southwest Quarter of Section 4, Township 4 North, Range 5 West of the Third Principal Meridian excepting therefrom a tract of land conveyed to the People of the State of Illinois for purpose of public highway by Deed, dated April 27, 1936, and recorded in Book 732, Page 3.

Tracts 2 and 3

Highland Supply Corporation, an Illinois Corporation

The South  $\frac{1}{4}$  of the West half of the Northeast Quarter of the Southwest Quarter of Section 4, Township 4 North, Range 5 West of the Third Principal Meridian.

That part lying West of the Highland-Grantfork Road in the West half of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 4, Township 4 North, Range 5 West of the Third Principal Meridian, subject to tract of land conveyed by Henry T. Schrupf and wife to People of the State of Illinois for purpose of a public Highway by Deed, dated April 27, 1936, recorded in Book 732 Page 3.

Tract 4

Adolph Lang and Lena E. Lang, his wife

The West 4 acres of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 4, Township 4 North, Range 5 West of the Third Principal Meridian. Situated in Madison County, Illinois, subject to the rights of the public and State of Illinois under Deed, dated April 11, 1936, recorded April 25, 1936, conveying part of premises in question to the People of the State of Illinois for highway purposes.

Tracts 5, 6 and 7

Homer F. Hitz and Lucille Hitz, his wife

The Northwest Quarter of the Southwest Quarter of Section 4, Township 4 North, Range 5 West of the Third Principal Meridian, except the following two tracts: Beginning at the Southwest corner of said Northwest Quarter of the Southwest Quarter, thence East 500 feet; thence North 600 feet; thence West 500 feet to the West line of said Section 4; thence South 600 feet to the point of

beginning, containing 6.9 acres, also excepting a tract beginning at the Northwest corner of the Southwest Quarter of Section 4; thence South along the West line of said Section 4, 350.0 feet; thence East parallel to the North line of said Quarter Section 500 feet; thence Northeast to a point on the North line of said Quarter Section located 858.5 feet East of the Northeast corner thereof; thence West 858.5 feet to the point of beginning.

Beginning at Southeast corner of Southwest Quarter of Northwest Quarter of Section 4, Township 4 North, Range 5 West; thence North 160 feet, thence West 326.5 feet, thence South 160 feet, thence East 326.5 feet along South line of said Northwest Quarter to the point of beginning, containing 1.25 acres.

The South 8.50 acres of a tract of land in the Southwest Quarter of the Southwest Quarter of Section 4, Township 4 North, Range 5 West of the Third Principal Meridian described as follows: Beginning at a point 12 $\frac{1}{2}$  chains East of the Southwest corner of said Section 4, thence East 5 chains, thence North 20 chains, thence West 5 chains, thence South 20 chains to the place of beginning, and with easements as per deed

Tracts 8 and 9

Merle E. Schrupf, a widow never remarried

A tract of land in the Southeast Quarter of the Southeast Quarter of Section 5, Township 4 North, Range 5 West of the Third Principal Meridian described as follows: commencing at the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 5 aforesaid and running thence West 210 feet, thence South 380.6 feet, thence East 100 feet, thence South 150 feet, thence West 330 feet, thence South 467.7 feet, thence East 440 feet, to the East line of said Quarter-Quarter Section, thence North 998.1 feet to the point of beginning. Also a tract in the Northeast Quarter of the Southeast Quarter of Section 5 aforesaid beginning 124 feet South of the Northeast corner of said Quarter-Quarter Section and thence West 150 feet, thence South 601 feet, thence East 150 feet to the East line of said Quarter-Quarter Section, thence North 601 feet to the point of beginning and containing 2.2 acres.

Tract 10

Louis Bellm and Annie E. Bellm, his wife  
A tract of land in the Southeast Quarter of the Southeast Quarter of Section 5, Township 4 North Range 5 West of the Third Principal Meridian described as follows: commencing at the Southeast corner of Section 5 aforesaid and running thence North 332.7 feet thence West 440 feet thence South 332.3 feet to the South boundary line of Section 5, thence East 440 feet to the point of beginning, excepting one acre off the west side all as per deed

Tract 11

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Magdalena Schwarz and spouse, if any

Fifteen acres off of the West side of the Southwest Quarter of the Southwest Quarter of Section 4, Township 4 North, Range 5 West of the Third Principal Meridian described as follows: commencing at the Southeast corner of said Section 4, running thence East  $7\frac{1}{2}$  chains, thence North 20 chains, thence West  $7\frac{1}{2}$  chains, thence South 20 chains to the point of beginning.

Tract 12

Irma A. Hartlieb and spouse, if any

Commencing 750 links East of the Southwest corner of the Southwest quarter of Section 4, Township 4 North, Range 5 West of the Third Principal Meridian, thence North 20 chains, thence East 5 chains, thence South 20 chains, thence West 5 chains to the point of beginning, except one and one-half acres off the north side thereof as per deed

Tract 13

Stocker Gravel and Construction Co., an Illinois Corporation

The North 8.50 acres off the South half of the Southwest Quarter of Section 4, Township 4 North, Range 5 West of the Third Principal Meridian, described as follows: commencing 17.50 chains West of the Southeast corner of said tract of land, and running thence North 20 chains, thence West 5 chains, thence South 20 chains, thence East 5 chains to the place of beginning. Also, a perpetual and permanent easement and right to flood a strip of land 75 feet in width and 5 chains in length abutting to the South the above described tract., ~~except one and one-half acres off the south side thereof as per deed~~

Tract 14

Alvin E. Kraft, a divorced person never remarried

The West  $6\frac{1}{2}$  acres of a tract in the South half of the Southwest Quarter of Section 4, Township 4 North, Range 5 West of the Third Principal Meridian described as follows: commencing at a point on the South line of said Section 11 chains West of the Southeast corner of the Southwest Quarter of said Section; thence West  $6\frac{1}{2}$  chains; thence North 20 chains; thence East  $6\frac{1}{2}$  chains; thence South 20 chains to the point of beginning, except one acre off the south side thereof as per deed.

Tract 15

Erwin A. Bellm and spouse, if any

The West half of the North half of a tract of land of 10 acres off the South half Southwest Quarter Section 4,

Township 4 North, Range 5 West of the Third Principal Meridian, bounded as follows: beginning 6 chains West of the Southeast corner of said tract, running thence North 20 chains, West 5 chains, South 20 chains, East 5 chains to beginning.

Also a permanent and perpetual easement and rights to flood a strip of land described as follows: commencing at the Southeast corner of the above described tract of land, thence proceeding North along the East boundary of said tract a distance of 125 feet to a point, which is the point of beginning, thence East at a 90° angle a distance of 75 feet, thence North at a 90° angle to the last aforementioned line a distance of 175 feet, thence West at a 90° angle to the last aforementioned line a distance of 75 feet to the East boundary line of the above described tract, thence South along said East boundary line a distance of a 175 feet to the point of beginning.

Tract 16, 17 and 17a

Highland Supply Corporation, an Illinois Corporation

Part Northeast Quarter of the Northeast Quarter of Section 8, Township 4 North, Range 5 West of the Third Principal Meridian; commencing at the Northeast corner of Section 8 Township 4 North, Range 5 West and running thence West 667 links, thence South 496 feet, thence East 667 links, thence North 496 feet to place of beginning.

A part of the Northwest Quarter of the Northwest Quarter of Section 9, Township 4 North, Range 5 West of the Third Principal Meridian, described as follows: beginning at the Northwest corner of said Section 9, thence South 50 rods on said West Section line; thence East on a line parallel with the North line of said Section 9 a distance of 2 chains and 40 links; thence North on a line parallel with the West line of said Section 9 to the center of the East fork of Silver Creek; thence in a Northwesterly direction along the center of said creek to a point on the North line of said Section 9 where said creek intersects with the North line of said Section 9; thence West along said North line of Section 9 a distance of 50 links to the place of beginning.

The South One-fourth of the East 7.50 acres of the South half of the Southwest Quarter of the Southwest Quarter of Section 8, Township 4 North, Range 5 West of the Third Principal Meridian.

Tracts 18 and 19

Henry T. Schrumpf and Ida M. Schrumpf, his wife

A part of the Northwest Quarter of the Northwest Quarter of Section 9, Township 4 North, Range 5 West of the

Third Principal Meridian described as follows:  
beginning at the Northwest corner of said Section 9,  
thence East 32 rods along the North line of said  
Section 9, thence South 50 rods on a line parallel with  
the West line of said Section 9, thence West 32 rods  
on a line parallel with the North line of said Section 9,  
thence North 50 rods along the West line of said  
Section 9 to the point of beginning, excepting therefrom  
the following described tract:

Beginning at the Northwest corner of said Section 9,  
thence South 50 rods along the West line of said  
Section, thence East parallel with the North line of  
said Section, 2 chains and 40 links; thence North parallel  
with the West line of said Section to the center of East  
Silver Creek; thence in a Northwesterly direction along  
the center of said Creek to the North line of said  
Section 9, thence West along the North line of said  
Section 9 to the point of beginning.

The West 5.00 acres of a part of the Northwest Quarter  
of Section 9, Township 4 North, Range 5 West of the  
Third Principal Meridian described as follows:  
commencing at the Northwest corner of the Northeast  
Quarter of said Section 9 and running thence South 10  
chains on the Quarter Section line of said Section 9,  
thence West 32 chains, thence North 10 chains, thence  
East 32 chains to the place of beginning.

Tract 20

Richard D. Clayton and Marjory Clayton, his wife

A tract of land in the Northwest Quarter of Section 9,  
Township 4 North, Range 5 West of the Third Principal  
Meridian described as follows: commencing at the  
Northwest corner of Grantor's tract conveyed by Jos. L.  
and Gladys Wingfield by Warranty Deed, dated April 4, 1959,  
and recorded in Book 1926, page 185; and from this point  
running thence East along the North line of said tract  
a distance of 478.02 feet, thence South 225 feet to the  
South line of Grantor's tract, thence West along said South  
line a distance of 215 feet to the center of the East  
fork of Silver Creek, thence North and West along the  
center of said Creek to a point 40 feet South of the point  
of beginning, and from this point running thence North  
40 feet to the point of beginning and containing 1.40 acres.

Tract 21

William <sup>T.</sup>~~N.~~ Miener and Alice M. Miener, his wife

A tract of land in the Northwest Quarter of Section 9,  
Township 4 North, Range 5 West of the Third Principal  
Meridian described as follows: commencing at a point  
on the South line of Grantor's tract being 420.19 feet

North and 823.22 feet East of a stone on the West line of said Section 9; said stone being 1650 feet South of the Northwest corner of said Section 9; and from this point running thence North  $56^{\circ} 26'$  West a distance of 230 feet along said South line to the center of the East fork of Silver Creek, thence Northerly along the center of said Creek to a point on the South line of a tract of land conveyed by Jos. L. and Gladys Wingfield to Richard D. and Marjory Clayton by Warranty Deed, dated April 4, 1959, and recorded in Book 1926, Page 185; thence East along said South line a distance of 215 feet, thence South 149.50 feet, thence South  $33^{\circ} 40'$  West a distance of 265.98 feet to the point of beginning.

Tract 22

Irvin J. Reinhart and spouse, if any

That part of the East 10 acres of the Southeast Quarter of the Northeast Quarter of Section 8, Township 4 North, Range 5 West of the Third Principal Meridian, lying South of the North bank of Silver Creek.

Tracts 23 and 24

Herbert Schruppf and Elsie Schruppf, his wife

A part of the Northwest Quarter of the Southwest Quarter of Section 8, Township 4 North, Range 5 West of the Third Principal Meridian described as follows: commencing at the Southeast corner of said Quarter-Quarter Section and running thence West 330 feet, thence North 445 feet, thence West 170 feet, thence North 533.1 feet, thence East 500 feet to the East line of said Quarter-Quarter Section, thence South 977.9 feet to place of beginning.

The East 2.50 acres of the North half of the Southwest Quarter of the Southwest Quarter of Section 8, Township 4 North, Range 5 West of the Third Principal Meridian.

Also the permanent and perpetual easement and right to flood that part of the North one-fourth of the Northeast Quarter of the Southeast Quarter of said Section 8 which lies within an existing channel which extends approximately 475 feet Northwest of the North boundary of the first above described tract.

Tract 25  
Irvin Weder and Otto Oswald

~~Being the same land as in Tract 23, 24 and 25 and~~

A part of the Southeast Quarter of the Southwest Quarter of Section 8, Township 4 North, Range 5 West of the Third Principal Meridian, described as follows: commencing at the Southwest corner of said Quarter-Quarter Section

and running thence North 1327 feet more or less to the Northwest corner of said Quarter-Quarter Section, thence East along the North line thereof 348 feet, thence South 1327 feet more or less to the South line of said Quarter-Quarter Section, thence West along said South line 336 feet to the point of beginning, excepting 1.85 acres as per deed and conveying roadway easement as per deed.

Tract 26

Marlene Dick and spouse, if any

A part of the Southeast Quarter of the Southwest Quarter of Section 8, Township 4 North, Range 5 West of the Third Principal Meridian described as follows: Commencing at a point on the South line of said Quarter-Quarter Section being 336 feet East of the Southwest corner thereof, thence North to the North line of said Quarter-Quarter Section being 348 feet East of the Northwest corner thereof, thence East along said North line 495 feet, thence South to the South line of said Quarter-Quarter Section being 831 feet East of the Southwest corner thereof West along said South line 495 feet to the point of beginning and containing 15 acres more or less excepting the following described tract: Beginning at a point of the North line of said Quarter-Quarter Section being 471.8 feet East of the Northwest corner thereof, thence deflecting right  $90^{\circ} 15'$  for 469.2 feet, thence Easterly at right angles for 210 feet, thence Northerly at Right angles for 319 feet to a point, thence deflecting right  $90^{\circ} 42'$  a distance of 161 feet more or less to the East line of Grantor, thence North along said East line to the North line of said Quarter-Quarter Section line, thence West along said North line 371.2 feet to the point of beginning of the tract herein excepted.

Tract 27

Dorothy Danvers and spouse, if any

A part of the Southeast Quarter of the Southwest Quarter of Section 8, Township 4 North, Range 5 West of the Third Principal Meridian described as follows: Commencing at a point on the South line of said Quarter-Quarter Section being 831 feet East of the Southwest corner thereof, thence East 495 feet more or less to the Southeast corner of said Quarter-Quarter Section, thence North 1327 feet more or less to the Northeast corner thereof, thence West 945 feet more or less to a point being 843 feet East of the Northwest corner of said Quarter-Quarter Section, thence South 1327 feet more or less to the point of beginning, excepting the part west of the road off the north end 150 feet deep as per deed

Tract 28

~~xxxxxx~~ Elvis York

The Northwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 8, Township 4 North, Range 5 West of the Third Principal Meridian, excepting 2.22 acres as per deed.

Tract 29

Herbert Schrupf and Elsie Schrupf, his wife:

The Southwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 8, Township 4 North, Range 5 West of the Third Principal Meridian.

Tract 30

Irma Hartlieb and spouse, if any:

The west half of the Northeast quarter of the Southwest Quarter of the Southeast Quarter of Section 8, Township 4 North Range 5 West. Third Principal Meridian.

Tract 31

Paul Meyer and Pauline Meyer:

The Southeast Quarter of the Southwest Quarter of the Southeast Quarter of Section 8, Township 4 North, Range 5 West of the Third Principal Meridian containing 10.00 acres more or less.

Tract 32

Elvis York and spouse, if any, and Katie Kusteman, life tenant, if living:

Commencing at the Northwest corner of the Northeast Quarter of Section 17, Township 4 North, Range 5 West of the Third Principal Meridian, thence East on Section line 12.86 chains, thence South 7.78 chains, thence West 12.86 chains, thence North 7.78 chains to the point of beginning.

~~excepting five acres~~

Tract 33

Elvis York and spouse, if any:

A tract of land in the Northwest Quarter ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) of Section Seventeen (17), Township 4 North Range 5 West of the Third Principal Meridian more particularly described as follows: Beginning at a point 778 links South of the Northwest corner of the Northeast Quarter ( $\frac{1}{4}$ ) of Section 17 T 4 N R 5 W of the Third Principal Meridian, and running thence East 1286 links; thence South 778 links; thence West 1286 links; thence North 778 links to the place of beginning, excepting five acres therefrom as per deed.

Tract 34

Ida K. Ambuehl, Louisa L. McLean, Edna Peter, Nelda Winet, Raymond Ambuehl, Erna Kayser and Eileen Warning, and their respective spouses, if any:

The East half of the Southwest Quarter of the Northwest Quarter and the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 17, Township 4 North, Range 5 West of the Third Principal Meridian.

Tract 35

Edna Peter, Raymond Ambuehl, Erna Kayser, Nelda Winet,  
Eileen Warning and their respective spouses, if any:

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The Northwest Quarter of the Southeast Quarter of the Northwest Quarter of Section 17, Township 4 North, Range 5 West of the Third Principal Meridian;  
Also the West half of the Southwest Quarter of the Southeast Quarter of the Northwest Quarter of Section 17, Township 4 North, Range 5 West of the Third Principal Meridian.

Tract 36

Erma Ahring and Fred Ahring, her husband:

The West one-half of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter of Section 17, Township 4 North, Range 5 West of the Third Principal Meridian.

Tract 37

Alvin Kraus and Evelyn M. Kraus, his wife:

The West one-half of the East fifteen acres of the South one-half of the Southeast Quarter of the Northwest Quarter of Section 17, Township 4 North, Range 5 West of the Third Principal Meridian;  
Also the East one-half of the North nine-sixteenths of the West one-half of the Southwest Quarter of Section 17, Township 4 North, Range 5 West of the Third Principal Meridian, containing 22.50 acres; excepting therefrom that part of said tract lying North of the middle of the East branch of Silver Creek;  
Also a part of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of Section 17 aforesaid described as follows: Commencing at the Northwest corner of the Northeast Quarter of the Southwest Quarter of said section 17 and running thence East 450 feet, thence South 400 feet, thence West 450 feet, thence North 400 feet to the point of beginning.

Tracts 38 and 39

William O. Schrupf and spouse, if any:

All that part of the East half of the North nine-sixteenths of the West half of the Southwest Quarter of Section 17, Township 4 North, Range 5 West of the Third Principal Meridian lying North of the middle of the East branch of Silver Creek;

The north part of the West half of the North nine-sixteenths of the West half of the Southwest Quarter, said North part being all land lying and being north of the middle of the East branch of Silver Creek where said creek crosses the first mentioned West half near the North boundary thereof, containing 3.5 acres, more or less; also the Southwest part of the West half of the North nine-sixteenths of the West half of the Southwest Quarter, said Southwest part being all the land lying and being Southwest of the middle of the East branch of Silver Creek where said creek crosses the first mentioned West half near the Southwest corner thereof, containing 1.0 acre, more or less; all situated in Section 17 Township 4 North, Range 5 West of the Third Principal Meridian.

Tract 40

Louisa Kraus, a widow, never remarried, and Jennie Schrupf, life tenant, if living:

The west half of the north nine-sixteenths of the west half of the southwest quarter, excepting therefrom the north part being all land lying and being north of the middle of Silver Creek where said creek crosses the first mentioned west half near the north boundary thereof, containing 3.5 acres; also excepting the southwest part being all land lying and being southwest of the middle of Silver Creek where said creek crosses the first mentioned west half near the southwest corner thereof, containing 1.0 acre, more or less, both of said parts previously conveyed by warranty deed dated June 1, 1954 to William O. Schrupf and Caroline Schrupf as Joint Tenants; situated in Section 17, Township 4 North, Range 5 West of the Third Principal Meridian and containing 18.0

Tract 41

Samuel Huber, Henry L. Huber, Selma Immer, and their respective spouses, if any:

East 10 acres Northeast Quarter, Southeast Quarter, Section 18, Township 4 North Range 5 West. Third Principal Meridian

Tract 42

William O. Schrupf and spouse, if any:

The East one-half of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 18, Township 4 North, Range 5 West of the Third Principal Meridian containing 5.0 acres. Also that part of the East one-half of the Southeast Quarter of the Southeast Quarter of said Section 18 lying North of the center of the East fork of Silver Creek containing 11.5 acres, more or less. Also a part of the Northeast Quarter of the Southeast Quarter of said Section 18 described as follows:

Commencing 2,030 feet East of a stone set for the center of said Section 18, and from this point running thence South 341.4 feet, thence West 150 feet, thence South 200 feet, thence East 150 feet, thence South 784 feet to the South line of said quarter-quarter section, thence East 300 feet, thence North to the North line of said quarter-quarter section, thence West 330 feet to the point of beginning and containing 10.7 acres; also a part of the Northwest Quarter of the Southeast Quarter of said Section 18 described as follows:

Commencing at the Southwest corner of said quarter-quarter section and running thence East 970 feet, thence North 1,325.4 feet to the North line of said quarter-quarter section; thence West 580 feet, thence South 418.1 feet, thence East 100 feet, thence South 200 feet, thence West 100 feet, thence South 380 feet, thence West 390 feet to the West line of said quarter-quarter section, thence South 320 feet to the point of beginning;

Also the Southwest Quarter of the Southeast Quarter of said Section 18 except the following described tract:

Commencing 630.0 feet East of the Northwest corner of said quarter-quarter section and running thence South 800 feet, thence East 500 feet, thence North 800 feet to the North line of said quarter-quarter section, thence West 500 feet to the point of beginning;

Also the perpetual and permanent easement and right to flood that part of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section 18 which lies within the existing channel located in said Quarter-Quarter-Quarter Section, excepting easement as per deed.

#### Tract 43

Wallace Schrupf and spouse, if any, or William O. Schrupf and spouse, if any:

A tract of land in the Northeast Quarter of the Southwest Quarter of Section 18, Township 4 North, Range 5 West of the Third Principal Meridian described as follows:

Commencing at the Southeast corner of said quarter-quarter section and running thence West 100 feet, thence North 320 feet, thence East 100 feet, thence South 320 feet to the point of beginning and containing 0.73 acres.

Also a part of the South one-half of the Southwest Quarter of Section 18, aforesaid, described as follows:

Commencing 678 feet East of the Southwest corner of the Southwest Quarter of said Section 18 and running thence East 1302.2 feet to the Southeast corner of the Southeast Quarter of the Southwest Quarter of said Section 18, thence North 800 feet, thence West 660 feet, thence South 470 feet, thence West 633 feet, thence South 330 feet to the point of beginning and containing 17.0 acres.

Tract 44

Herbert Schumacher and spouse, if any:

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A tract of land in the Southwest Quarter of the Northeast Quarter of Section 18, Township 4 North, Range 5 West of the Third Principal Meridian described as follows: Commencing at a point 650 feet East of a stone set for the center of said Section 18 and running thence East 500 feet, thence North 700 feet, thence West 500 feet, thence South 700 feet to the point of beginning. (this description is amended as per deed dated March 24, 1961

Tract 45

Edwin Schumacher and spouse, if any:

That portion of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 18, Township 4 North, Range 5 West of the Third Principal Meridian lying East of the center of Silver Creek containing 1.5 acres; All that part of the South half of the Southeast Quarter of the Southeast Quarter of Section 18, Township 4 North Range 5 West of the Third Principal Meridian lying East of the West bank of Silver Creek and containing ten acres; Also a tract of land located in the Southwest Quarter of Section 17, Township 4 North Range 5 West of the Third Principal Meridian described as follows: Commencing at a point on the West line of said Quarter section which point is 500 feet North of the Southwest corner of said Quarter section, thence continuing North along said West boundary line ~~and distance~~ to the North line of the grantor, thence East 660 feet, thence proceeding Southwesterly to a point 260 feet East of and 834.1 feet North of the Southwest corner of said Section, thence South 334.1 feet, thence West 260 feet to the point of beginning.

Tract 46

Clinton E. Yann and spouse, if any:

12.6 acres in the Northwest Quarter of the Northeast Quarter of Section 19, Township 4 North, Range 5 West of the Third Principal Meridian described as follows: Commencing at the Southwest corner of said quarter-quarter section and running thence North 435.8 feet, thence East 13 chains and 25 links to the East boundary of Silver Creek, thence South in the middle of said creek to the South line of said quarter-quarter section, thence West along said South line to the place of beginning.

Tract 47

Ida Immer and spouse, if any:

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The East 5.52 acres of the 13.8 acres off of the North end of the Southwest Quarter of Section 19, Township 4 North, Range 5 West of the Third Principal Meridian;  
Also a part of the West one-half of the Northeast Quarter of Section 19 aforesaid described as follows: Commencing at the Southwest corner of said Quarter section and running thence North 20 chains and  $10\frac{1}{2}$  links, thence East on Quarter-Quarter line to the East boundary of Silver Creek, thence Southward along the East boundary of said creek to the South line of said Quarter section, thence West to the place of beginning and containing 13.64 acres, more or less;  
Also a part of the East one-half of the Northwest Quarter of said Section 19 described as follows:  
Commencing at the Southeast corner of the Southeast Quarter of the Northwest Quarter of said Section 19 and running thence West 793.3 feet, thence North 760 feet, thence East 300 feet, thence North 350 feet, thence East 300 feet, thence North 300 feet, thence East 193.3 feet, thence South 1358.2 feet to the point of beginning and containing 19.2 acres;  
Also a part off of the North one-half of the Northeast Quarter of said Section 19 containing 22.22 acres bounded as follows: Beginning at the middle corner of the line between Sections 18 and 19, thence South along the middle line of Section 19 a distance of 12 chains marked 11.6, thence East to the East boundary of the East fork of Silver Creek, thence in a Northeasterly direction along said East boundary of Silver Creek to the place where the line between Sections 18 and 19 crosses said main current of the East fork of Silver Creek, thence West to the point of beginning; excepting therefrom the following described tract: Beginning at a point 432 feet South of the Northwest corner of the Northeast Quarter of said Section 19, thence East 750 feet, thence South 378.6 feet to the South line of Grantor, thence West along said line 750 feet to the West line of said Quarter section, thence North along said West line 378.6 feet to the point of beginning;

Also the perpetual and permanent easement and right to flood a tract of land described as follows:  
Commencing at a point on the south line of the Northwest Quarter of said Section 19, which point is 793.3 feet West of the Southeast corner of said quarter section, thence continuing West a distance of 100 feet, thence North 75 feet, thence East 100 feet, thence South 75 feet to the point of beginning.

Tracts 48, 49 and 50

John F. Walter and spouse, if any, and Elsie M. Walter, life tenant, if living:

A part of the East  $\frac{3}{4}$  of the Southeast Quarter of the Northeast Quarter of Section 19, Township 4 North, Range 5 West of the Third Principal Meridian described as follows: Commencing at the Northwest corner of the above described tract and running thence South 100 feet, thence East 100 feet, thence North 100 feet, thence West 100 feet to the point of beginning;

Also the perpetual and permanent easement and right to flood a strip of land 30 feet wide abutting the full East boundary of the above described tract;

Also a tract beginning at a point 335 feet West of the Southeast corner of the Southeast quarter of the Northeast Quarter of said Section 19, thence East along the South line of said quarter-quarter Section line 100 feet to the point of beginning;

Also a part of the Southeast Quarter of said Section 19 described as follows: Commencing at a point 991.8 feet West of the Northeast corner of said Quarter Section and running thence West 76.70 feet, thence South 363 feet, thence West 599.28 feet, thence South 1403.16 feet, thence East 999.4 feet, thence North 802.4 feet, thence West 581.2 feet, thence North 330 feet, thence East 990 feet, thence North 650 feet, thence West 716.8 feet to the point of beginning;

~~Also a perpetual and permanent easement and right to flood a strip of land 50 feet wide on each side of a straight line more particularly located as follows: Commencing at the Southeast corner of the last above described tract of land, thence proceeding North on the East boundary line of said tract of land a distance of 315 feet to a point which is the point of beginning, thence proceeding Southeasterly on an angle of 63 degrees from the last aforementioned line a distance of 400 feet to the terminus of said line.~~

Tracts 51 and 52

Albert J. Kleiner, Richard L. Kleiner, Daniel G. Kleiner, Dorothy W. Hemstock and Robert E. Kleiner, and their respective spouses, if any:

Part of the Northwest Quarter of the Southeast Quarter of Section 19, bounded as follows: Commencing at the Northwest corner of the Northwest Quarter of the Southeast Quarter aforesaid and running thence South on the quarter section line 1003 links, thence East 1515 links; thence North 1003 links to the quarter section line; thence West on said line 1515 links to the place of beginning and containing 15.21 acres; all in Township 4 North, Range 5 West of the Third Principal Meridian.

A part of the Northwest Quarter of the Southeast Quarter of Section 19, Township 4 North, Range 5 West of the Third Principal Meridian bounded as follows, to-wit: Commencing at a point on the quarter section line 1338 links South of the center of said Section 19, and running thence East 1515 links, thence North 335 links, thence West parallel with the South line 1515 links to the quarter section line, thence South on said line 335 links to the place of beginning.

Tract 53

Milton E. Winet and Elva A. Winet, his wife:

The West one-half of a tract of land located in the central part of the Southeast Quarter of Section 19, Township 4 North, Range 5 West of the Third Principal Meridian, more fully described as follows:

Commencing 13.38 chains South of the center corner of said Section, running thence East 30.30 chains to a stone, thence South 13.38 chains to a stone, thence West 30.30 chains to a stone, thence North 13.38 chains to the place of beginning, excepting therefrom that portion of the above described tract lying North and West of the center of Silver Creek.

Tracts 54 and 55

Irvin C. Niggli and Dorothy M. Niggli, his wife:

All that part of a tract of land lying North and West of the center of Silver Creek, which tract of land is more fully described as follows:

Commencing 13.38 chains South of the center corner of Section 19, Township 4 North, Range 5 West of the Third Principal Meridian, running thence East 30.30 chains to a stone, thence South 13.38 chains to a stone, thence West 30.30 chains to a stone, thence North 13.38 chains to the place of beginning;

Also a tract of land in the Southwest Quarter of Section 19, Township 4 North Range 5 West of the Third Principal Meridian more fully described as follows:

Beginning at a point on the East boundary line of said Quarter Section a distance of 1650 feet more or less South of the center of said Section 19, which beginning point is also the point where the center of Silver Creek crosses the East boundary line of said Quarter Section, thence South 130 feet, thence West 600 feet, thence North 500 feet, thence West 400 feet, thence North 811 feet, thence East 920.8 feet, thence South 1365 feet more or less to the point of beginning;

Also a perpetual and permanent easement and right to flood a tract of land more fully described as follows:

Commencing at the center point of Section 9, Township 4 North Range 5 West of the Third Principal Meridian, thence proceeding South on the North and South center line of said section a distance of 285.5 feet, thence West at a 90° angle to the last aforementioned line, a distance of 920.8 feet to a point, thence South at a 90° angle to the last aforementioned line a distance of 600 feet to a point which is the point of beginning; thence Westwardly at a 90° angle to the last aforementioned line a distance of 120 feet, thence South 75 feet, thence East 120 feet, thence North 75 feet to the point of beginning.

Tracts 56, 57, 58, 59 and 60

Kermit E. Landolt and Verna M. A. Landolt, his wife:

The East 16.50 acres of the South part of the Southwest Quarter of Section 19, Township 4 North Range 5 West of the Third Principal Meridian bounded as follows: Commencing at the Southeast corner of the Southwest Quarter of said section and running North along said quarter section line 815 feet to the center of a permanent ditch; thence West in the center of said ditch to the West line of said section; thence South on said section line 815 feet to the Southwest corner of said section, thence East along the South line of said Section to the place of beginning.

Also a part of the Northeast Quarter of the Northwest Quarter of Section 30, Township 4 North Range 5 West of the Third Principal Meridian as follows: Commencing at the Southwest corner of the Northeast Quarter of the Northwest Quarter of Section 30 aforesaid and running thence North 400 feet, thence East 650 feet, thence North 520 feet, thence West 420 feet, thence North 400 feet to the North line of Section 30, thence East 864 feet to the Northeast corner of the Northeast Quarter of the Northwest Quarter of said Section 30, thence South 1320 feet to the Southeast corner of the Northeast Quarter of the Northwest Quarter of said Section 30, thence West 1094 feet to the point of beginning;

Also an permanent and perpetual easement to flood the following described tract of land:

Commencing at the Southwest corner of the Northeast Quarter of the Northwest Quarter of Section 30, Township 4 North Range 5 West of the Third Principal Meridian running thence North 400 feet to the point of beginning; thence proceeding Northwardly a distance of 150 feet, thence East 150 feet; thence South 150 feet, thence West 150 feet to the point of beginning.

Also the West half of the Northwest Quarter of the Northeast Quarter of Section 30, Township 4 North Range 5 West of the Third Principal Meridian excepting therefrom a tract of land containing  $6\frac{1}{4}$  acres more or less lying East of the following described line: Commencing at a point in the center of Silver Creek 2 chains West of the Northeast corner of the West half of the Northwest Quarter of the Northeast Quarter aforesaid and running thence South in the center and with the meandering of said creek to the Southeast corner of the West half of the Northwest Quarter of the Northeast Quarter of said Section 30.

Also a part of the West half of the Southwest Quarter of the Southeast Quarter of Section 19, Township 4 North Range 5 West of the Third Principal Meridian described as follows: Commencing at a point in the center of Silver Creek, 2 chains West of the Southeast corner of the West half of the Southwest Quarter of the Southeast Quarter aforesaid, and running thence in the center of said Creek North, West and South with the meanderings of said creek until it intersects the South line of Section 19, which is 6 chains West of the aforementioned Southeast corner, thence East along said Section line to the point of beginning.

Also a part of the Southeast Quarter of the Northwest Quarter of Section 30, Township 4 North Range 5 West of the Third Principal Meridian bounded as follows: Commencing at the Northeast corner of the Southeast Quarter of the Northwest Quarter aforesaid and running thence South 420 links to the center of the Highland-Marine Road, thence Northwesterly in the center of said road to the North line of said quarter-quarter section, thence East on said quarter-quarter section line to the place of beginning.

#### Tracts 61, 62 and 63

Milton E. Winet and Elva A. Winet, his wife:

A part of the Southeast Quarter of Section 19, Township 4 North Range 5 West of the Third Principal Meridian, more particularly described as follows, to-wit: Commencing 600 links North of the Southwest corner of the Southeast Quarter of said Section 19, and running thence North 738 links, thence East 2180 links, thence South 338 links, thence West 1165 links, thence South 400 links, thence West 1015 links to the place of beginning.

Also a part of the South one-half of the Southeast Quarter of Section 19, Township 4 North, Range 5 West of the Third Principal Meridian described as follows: Commencing at the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 19 aforesaid, and running thence North 396 feet, thence East 1015 links, thence North 264 feet, thence East 1165 links, thence South 300 feet, thence East 600 feet, thence South 391 feet to the South line of said Section 19, thence West 2050 feet more or less to the point of beginning.

Excepting therefrom a part of the West half of the Southwest Quarter of the Southeast Quarter of Section 19, Township 4 North Range 5 West of the Third Principal Meridian described as follows: Commencing at a point in the center of Silver Creek, 2 chains West of the Southeast corner of the West half of the Southwest Quarter of the Southeast Quarter aforesaid, and running thence in the center of said creek North, West and South with the meanderings of said creek until it intersects the South line of Section 19, which is 6 chains West of the aforementioned Southeast corner, thence East along said section line to the point of beginning.

Also a part of the North one-half of the Northeast Quarter of Section 30, Township 4 North, Range 5 West of the Third Principal Meridian described as follows: Commencing 556.8 feet West of the Northeast corner of Section 30 aforesaid and running thence West 1570 feet to the center of Silver Creek, thence Southerly along the center of said creek to a point 645 feet East of the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 30, thence East 660 feet, thence North 415 feet, thence East 313 feet, thence North 451.2 feet, thence East 463.5 feet, thence North 469 feet, to the point of beginning.

Also a perpetual and permanent easement and right to flood in the now existing channels located in the South quarter of the Southeast quarter of said Section 19 not conveyed by the above described real estate; and also a perpetual and permanent easement and right to flood in the now existing channel located in the East half of the South half of the Northeast quarter of said Section 30 not conveyed by the above described real estate.

Tract 64

Philip Ebel and Marcella Ebel, his wife:

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Part of the Southwest quarter of the Northeast quarter of Section 30 in Township 4 North, Range 5 West of the Third Principal Meridian, bounded as follows: Commencing at the Northwest corner of the Southwest Quarter of the Northeast Quarter aforesaid, and running thence South on the quarter section line 413 links to the center of the Highland and Marine Road, (as formerly located), thence returning to the starting point and running thence East 300 links, thence South parallel with the quarter section line 477 links, to the center of the Highland and Marine Road (as formerly located) then returning to the lastly mentioned turning point and running thence East 700 links to the Northeast corner of the West half of the Southwest Quarter of the Northeast Quarter aforesaid, thence South 863 links to the center of the Highland and Marine Road (as formerly located); thence in a northwesterly course in the center of said road to the quarter section line.

Tract 65

Weder Farms, Inc., an Illinois Corporation:

That part of the Southwest Quarter of the Northeast Quarter of Section 30, Township 4 North, Range 5 West of the Third Principal Meridian lying South and West of the center of the location of the Highland-Marine road containing 20 acres more or less; also that part of the East one-half of the North 400 feet off of the Northwest Quarter of the Southeast Quarter of said Section 30 lying North of the present location of Illinois Route 143; also the West one-half of the North 400 feet off of the Northwest Quarter of the Southeast Quarter of said Section 30 containing 9 acres more or less; *this description is amended*

*as per deed.*  
Also, the Weder Farms, Inc., an Illinois Corporation, does hereby grant and convey to the City the right to dig, remove and carry off all earth it reasonably requires and needs to construct the dam, which earth shall be removed from the following described tract of land:

That part of the East one-half of the North 400 feet of the Northwest Quarter of the Southeast Quarter of Section 30, Township 4 North, Range 5 West of the Third Principal Meridian lying South of the present location of Illinois State Route 143.

## Tract 66

Henry T. Miener and Alice M. Miener:

A tract of land in the Northwest Quarter of Section 9, Township 4 North, Range 5 West of the Third Principal Meridian described as follows:

Commencing at a stone on the West line of said Section 9, being 1650 feet South of the Northwest corner of said Section 9, and from this stone running thence N64° 32'E a distance of 382.75 feet, thence N61° 51'E a distance of 541.80 feet to the North line of grantor, thence N56° 26'W along said north line a distance of 230 feet to the center of the East fork of Silver Creek, thence Southwesterly along the center of said creek to the West line of said Section 9, thence South 135 feet to the point of beginning and containing 2.75 acres.

## Tract 67

Joseph L. Wingfield and Gladys Wingfield, his wife:

Commencing at a point 32 rods East and 50 rods South of the Northwest corner of Section 9, Township 4 North Range 5 West of the Third Principal Meridian, which is the point of beginning, thence East to the middle of the East fork of Silver Creek, thence North and West along said center to a point 32 rods East of the West line of said Section 9 aforesaid, thence South to the point of beginning, containing .36 acre, more or less.

## Tract 68

Highland Supply Corporation, an Illinois Corporation:  
Aperpetual flooding easement over

A tract of land 50 feet square out of the Northwest corner of the following described tract of land:  
The South one-half of: Six acres and one-half of an acre of the South half of the Southwest Quarter of Section 4, Township 4 North Range 5 West of the Third Principal Meridian bounded as follows: Commencing eleven (11) chains West of the Southeast corner of said tract of land and running thence North twenty (20) chains, thence West three and one-fourth ( $3\frac{1}{4}$ ) chains, thence South twenty (20) chains, thence East three and one-fourth ( $3\frac{1}{4}$ ) chains to the place of beginning, containing three and one-fourth acres.

Tract 69

Weder Farms, Inc., an Illinois Corporation:

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A permanent and perpetual easement and right to flood a tract of land 50 feet wide on each side of a straight line which line is located as follows:

Commencing at the Southeast corner of Section 19, Township 4 North Range 5 West of the Third Principal Meridian, thence proceeding North along the East boundary line of said Section a distance of 891 feet to a point, thence West at an angle  $91^{\circ} 95'$  from the last mentioned line for a distance of 669.65 to a point, thence North at a  $90^{\circ}$  angle to the last mentioned line a distance of 315 feet to a point, which is the point of beginning of said straight line, thence proceeding Southeastwardly at an angle of  $63^{\circ}$  from the last mentioned line for a distance of 400 feet to the terminus of said line.

SIGNATURE PAGES

TRACT 1

Henry J. Schrumpp  
HENRY J. SCHRUMPF

Ida M. Schrumpp  
IDA M. SCHRUMPF, his wife

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TRACTS 2 and 3

HIGHLAND SUPPLY CORPORATION, an Illinois Corporation

By: E. Weeder  
President

Attest Highland Supply Corp. (SEAL)  
H. Weeder  
Secretary

TRACT 4

Adolph Lang  
ADOLPH LANG

Lena E. Lang  
LENA E. LANG, his wife

TRACTS 5, 6, and 7

Homer F. Hitz  
HOMER F. HITZ

Lucille Hitz  
Lucille Hitz, his wife

TRACTS 8 and 9

Merle E. Schrumpp and Jean M. Schrumpp  
MERLE E. SCHRUMPF, ~~and Jean M. Schrumpp~~

Jean M. Schrumpp, his wife

TRACT 10

Louis E. Bellm  
LOUIS BELLM

Anna E. Bellm  
ANNA E. BELLM, his wife

Highland Supply Corporation, an Illinois Corporation

TRACT 11

E. Weeder  
~~Highland Supply Corporation~~

H. Weeder  
Spouse Secretary

TRACT 12

Irma A. Hartlieb  
IRMA A. HARTLIEB, a widow

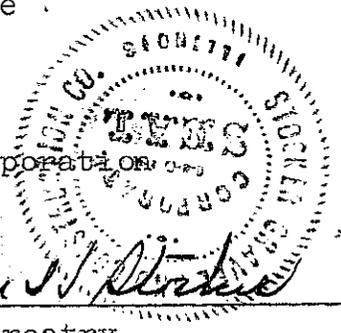
Deceased  
spouse

TRACT 13

STOCKER GRAVEL AND CONSTRUCTION CO., an Illinois Corporation

BY: Ida Stocker  
President

Attest: Ida Stocker  
Secretary



TRACT 14

Alvin E. Kraft (SEAL)  
ALVIN E. KRAFT, ~~Secretary~~  
~~Secretary~~

Myrtle Kraft  
his wife

TRACT 15

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Erwin A. Bellm (SEAL)  
ERWIN A. BELLM

Margaret J. Bellm (SEAL)  
spouse

TRACTS 16,17, and 17a

HIGHLAND SUPPLY CORPORATION, an Illinois Corporation

By: Heude (SEAL) President Attest H. Weider (SEAL) Secretary

TRACTS 18 and 19

Henry T. Schrumpp (SEAL)  
HENRY T. SCHRUMPF

Ida M. Schrumpp (SEAL)  
IDA M. SCHRUMPF, his wife

TRACT 20

Richard D. Clayton (SEAL)  
RICHARD D. CLAYTON

Marjory Clayton (SEAL)  
MARJORY CLAYTON, his wife

TRACT 21

William T. Miener (SEAL)  
WILLIAM T. MIENER

Alice M. Miener (SEAL)  
ALICE M. MIENER, his wife

TRACT 22

Irvin J. Reinhart (SEAL)  
IRVIN J. REINHART

Goddie J. Reinhart (SEAL)  
spouse

TRACT 23 and 24

Herbert Schrumpp (SEAL)  
HERBERT SCHRUMPF

Elsie Schrumpp (SEAL)  
ELSIE SCHRUMPF, his wife

TRACT 25

Regina Tremmel (SEAL)  
~~Regina Tremmel~~

Louis Tremmel (SEAL)  
~~Louis Tremmel, his wife~~ and his wife

Otto A B Oswald (SEAL)

Heidi Oswald (SEAL)  
his wife

TRACT 26

Marlene Dick (SEAL)  
MARLENE DICK

Irving Dick (SEAL)  
spouse

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TRACT 27

Dorothy Danvers (SEAL)  
DOROTHY DANVERS

May Danvers (SEAL)  
spouse

TRACT 28

Elvis York (SEAL)  
~~DANIEL HORN~~  
Elvis York

Lola York (SEAL)  
~~MIRIAM YORK~~  
Lola York, his wife

TRACT 29

Herbert Schrumpp (SEAL)  
HERBERT SCHRUMPF

Elsie Schrumpp (SEAL)  
ELSIE SCHRUMPF, his wife

TRACT 30

Irma Hartlieb (SEAL)  
IRMA HARTLIEB, a widow

deceased (SEAL)  
spouse

TRACT 31

Paul Meyer (SEAL)  
PAUL MEYER

Pauline Meyer (SEAL)  
PAULINE MEYER, his wife

TRACT 32

Elvis York (SEAL)  
ELVIS YORK

Lola York (SEAL)  
spouse

TRACT 33

Elvis York (SEAL)  
ELVIS YORK

Lola York (SEAL)  
spouse

TRACT 34

Ida K. Ambuehl (SEAL)  
IDA K. AMBUEHL

(Never Married) (SEAL)  
spouse

Louisa L. McLean (SEAL)  
LOUISA L. McLEAN; deceased

(inherits Louisa McLean's interest) (SEAL)  
spouse

Edna Peter (SEAL)  
EDNA PETER

Mehin Peter (SEAL)  
spouse

Nelda Winet (SEAL)  
NELDA WINET

Orville A. Winet (SEAL)  
spouse

deceased (SEAL)  
RAYMOND AMBUEHL

spouse (SEAL)  
spouse

Roland E. Ambuehl Marna Ambuehl

TRACT 34 (con't)

Erna Click (SEAL)  
ERNA ~~KAYSER~~ CLICK

Virgil Click (SEAL)  
spouse

Eileen Warning (SEAL)  
EILEEN WARNING

Harold Warning (SEAL)  
spouse

Conrad Ambuehl  
William Ambuehl

Glorie Ambuehl

TRACT 35

BOOK 2084 PAGE 697

Edna Peter (SEAL)  
EDNA PETER

Melvin Peter (SEAL)  
spouse

Conrad Ambuehl (SEAL)  
RAYMOND AMBUEHL

(A widow never remarried) (SEAL)  
spouse

Erna Click (SEAL)  
ERNA ~~KAYSER~~ CLICK

Virgil Click (SEAL)  
spouse

Nelda Winet (SEAL)  
NELDA WINET

Orville W. Winet (SEAL)  
spouse

Eileen Warning (SEAL)  
EILEEN WARNING

Harold Warning (SEAL)  
spouse

Roland Ambuehl  
William Ambuehl

Glorie Ambuehl

TRACT 36

Erma Ahring (SEAL)  
ERMA AHRING

Fred Ahring (SEAL)  
FRED AHRING, her husband

TRACT 37

Alvin Kraus (SEAL)  
ALVIN KRAUS

Evelyn M. Kraus (SEAL)  
EVELYN M. KRAUS, his wife

TRACT 38 and 39

Wm O. Schrumpp (SEAL)  
WILLIAM O. SCHRUMPP

Louise Schrumpp (SEAL)  
spouse

TRACT 40

Louisa Kraus (SEAL)  
LOUISA KRAUS, a widow never remarried

deceased (SEAL)  
JENNIE SCHRUMPP, life tenant

TRACT 41

deceased (SEAL)  
SAMUEL HUBER

\_\_\_\_\_ (SEAL)  
spouse

Henry Huber (SEAL)  
HENRY L. HUBER

Clara Huber (SEAL)  
spouse

Selma Immer (SEAL)  
SELMA IMMER

Robert J. Immer (SEAL)  
spouse

TRACT ~~38~~ 42

Wm O. Schrumpp (SEAL)  
WILLIAM O. SCHRUMPP

Louise Schrumpp (SEAL)  
spouse

TRACT 43.

Wallace P. Schrumff (SEAL)

Shirley M. Schrumff  
spouse

TRACT 44

~~HERBERT SCHRUMPF~~ (SEAL)  
PAGE 698

Elsie Schrumff (SEAL)  
spouse

TRACT 45

Edwin Schumacher (SEAL)  
EDWIN SCHUMACHER

Nelen Schumacher (SEAL)  
spouse

TRACT 46

Clinton E. Yann (SEAL)  
CLINTON E. YANN

Maie Yann (SEAL)  
spouse

TRACT 47

Ida Immer (SEAL)  
IDA IMMER

(Never Married) (SEAL)  
spouse

TRACT 48, 49 and 50

John F. Walter (SEAL)  
JOHN F. WALTER

not married (SEAL)  
spouse

Elsie M. Walter (SEAL)  
ELSIE M. WALTER, life tenant

60

TRACT 51 and 52

ALBERT J. KLEINER (SEAL)

\_\_\_\_\_ (SEAL)  
spouse

RICHARD L. KLEINER, (SEAL)

\_\_\_\_\_ (SEAL)  
spouse

DANIEL G. KLEINER (SEAL)

\_\_\_\_\_ (SEAL)  
spouse

DOROTHY W. HEMSTOCK (SEAL)

\_\_\_\_\_ (SEAL)  
spouse

ROBERT E. KLEINER (SEAL)

\_\_\_\_\_ (SEAL)  
spouse

TRACT 53

Milton E. Winet (SEAL)  
MILTON E. WINET

Elva A. Winet (SEAL)  
ELVA A. WINET, his wife

TRACTS 54 and 55

Irvin Niggli (SEAL)  
IRVIN C. NIGGLI

Dorothy Niggli (SEAL)  
DOROTHY M. NIGGLI, his wife

TRACTS 56, 57, 58, 59, 60

Kermit E. Landolt (SEAL)  
KERMIT E. LANDOLT

Verna M. A. Landolt (SEAL)  
VERNA M. A. LANDOLT, his wife

TRACTS 61, 62 and 63

Milton E. Winet (SEAL)  
MILTON E. WINET

Elva A. Winet (SEAL)  
ELVA A. WINET, his wife

TRACT 64

Philip Ebels (SEAL)  
PHILIP EBEL

Marcella Ebels (SEAL)  
MARCELLA EBEL, his wife

TRACT 65

BOOK 2084 PAGE 699

WEDER FARMS, INC., an Illinois Corporation

By: E. Weder  
President

(SEAL)

Attest: H. Weder  
Secretary

TRACT 66

Henry B. Miener (SEAL)  
HENRY B. MIENER

Mildred Miener (SEAL)  
~~Henry B.~~ MIENER, his wife  
MILDRED

TRACT 67

Joseph L. Wingfield (SEAL)  
JOSEPH L. WINGFIELD

Gladys Wingfield (SEAL)  
GLADYS WINGFIELD, his wife

TRACT 68

HIGHLAND SUPPLY CORPORATION, an Illinois Corporation

(SEAL)

By: E. Weder  
President

Attest: H. Weder  
Secretary

TRACT 69

WEDER FARMS, INC., an Illinois Corporation

By: E. Weder  
President

(SEAL)

Attest: H. Weder  
Secretary

City of Highland, an  
Illinois Municipal Corporation

By: Ad W. Vonland  
MAR 26 1963

(SEAL)

Attest: Luella Schmetter  
CITY CLERK

FILED FOR RECORD THIS 13 DAY OF July A.D. 1961 AT 2 O'CLOCK P.M.

**SILVER LAKE BOAT AND DOCK LEASE**

This Lease is made and entered into by and between the City of Highland, an Illinois municipal corporation, Lessor, and Terry and Pamela Schrupf, Lessees, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

WHEREAS, Lessees own real estate described as:

**PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, MADISON COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 18; THENCE NORTH 89 DEGREES 50 MINUTES 10 SECONDS EAST ON THE SOUTHERLY LINE OF THE SAID NORTHEAST QUARTER, 969.97 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 24 SECONDS EAST ON SAID SOUTHERLY LINE, 180.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 17 MINUTES 08 SECONDS WEST, 682.03 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 31 SECONDS EAST, 1,201.83 FEET; THENCE SOUTH 01 DEGREES 56 MINUTES 52 SECONDS EAST, 682.25 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 42 SECONDS WEST ON THE SOUTHERLY LINE OF THE SAID NORTHEAST QUARTER, 745.08 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 24 SECONDS WEST ON SAID SOUTHERLY LINE, 464.64 FEET TO THE POINT OF BEGINNING, CONTAINING 18.88 ACRES, MORE OR LESS.**

**PPN: 02-1-18-18-00-000-007.003**

**Situated in Madison County, Illinois**

and

WHEREAS, Lessees are successors in title and ownership to William O. Schrupf & Louise Schrupf who owned the said real estate on March 27, 1961, and that such real estate was real estate or part of real estate that William O. Schrupf & Louise Schrupf owned on March 27, 1961, that abutted the real estate sold to the City pursuant to a certain March 27, 1961, Agreement for the Silver Lake Project between the City and certain landowners (“Agreement”), as recorded in Book 2084, Page 665 *et seq.* of the Recorder’s Office of Madison County, Illinois; and

WHEREAS, as part of said March 27, 1961, Agreement, Lessor agreed with Lessees aforesaid predecessor, that they were granted certain privileges which could be assigned to their successors in title to such abutting real estate; and

WHEREAS, Lessees warrant that they are the owners and rightful holders of the privileges set out herein that were granted to Lessees said predecessor by said March 27, 1961, Agreement; and

WHEREAS, the City has retained the right to reasonable control and regulation of the aforesaid privileges under the terms of the said March 27, 1961, Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The foregoing recitals are made part hereof.
2. The Lessor hereby leases and grants to the Lessees the privilege of constructing and maintaining on Silver Lake one (1) boat and one (1) boat dock for said boat for pleasure purposes only, together with the right of ingress and egress to and from said boat dock over properties owned by the Lessor so long as the said ingress and egress is used solely for the purposes of use and maintenance of said boat and boat dock, said dock to be located on the lake opposite Lessees property with no other persons property between the dock and Lessees above described property other than City owned shoreline; provided that the operation and use of said boat, and the exact location, and maintenance of said dock, shall at all times be subject to the Ordinances of the City as such Ordinances are in effect now or as may be put in effect during the term hereof or any renewal or extension hereof; further, prior to use of or improvement of any route for dock access across City owned shoreline property, Lessee shall submit to and obtain City approval for the planned route and any improvements to be made thereon; and any such route and any such improvements shall be such as will have a minimum impact on the shoreline environment, and such as will not increase siltation or cause pollution to enter the lake and such as will not destroy vegetation other than necessary clearing of brush and undergrowth of sufficient width to allow reasonable passage of humans (i.e. a footpath). No vehicles or boats shall be allowed on such route, and no boats or other property of Lessee shall be kept or stored on City owned shoreline property.
3. The term of this Lease is for ten (10) years from the date hereof and is renewable for successive additional ten (10) year periods as provided by said March 27, 1961, Agreement, or applicable City Ordinance.
4. The Lessees acknowledge and agree that this Lease may not be assigned, that the dock may not be rented or sublet without the written consent of the City of Highland and can be assigned only subject to the provisions of the Silver Lake Project March 27, 1961, Agreement, aforementioned, or applicable City Ordinance.
5. The Lessees further agree to state on any deed or conveyance of any properties to which this Lease relates and to be bound thereby whether or not the Lease conveying such privileges and access is or is not transferred by that specific conveyance.

6. This Lease is subject to any amendments to the original Silver Lake Project March 27, 1961, Agreement, which may at any time be entered into between the City of Highland and the original owners or successors thereto.
7. The covenants and conditions herein contained shall apply to and bind all heirs, legal representatives, successors and assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease at Highland, Illinois, the day and year first above written.

**LESSOR:**

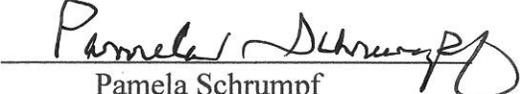
**LESSEES:**

**CITY OF HIGHLAND**

BY: \_\_\_\_\_  
Kevin B. Hemann, Mayor

  
Terry Schrupf

ATTEST: \_\_\_\_\_  
Barbara Bellm, City Clerk

  
Pamela Schrupf

STATE OF ILLINOIS

COUNTY OF MADISON

SS

I, Kristin Frey, a Notary Public in and for said County, and State aforesaid, do hereby certify that Terry Schrupf and Pamela Schrupf, personally known to me to be the persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 22<sup>nd</sup> day of October, 2021.



Kristin Frey  
NOTARY PUBLIC

My commission expires: 5/4/25

STATE OF ILLINOIS            }  
  }  
COUNTY OF MADISON        }

SS

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kevin B. Hemann, personally known to me to be the Mayor of the City of Highland, an Illinois municipal corporation, and Barbara Bellm, personally known to me to be the City Clerk of said municipal corporation, and subscribed to the foregoing instrument, appeared before me in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument as Mayor and City Clerk of said municipal corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City Council the City of Highland, Illinois as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_



# HIGHLAND

PARKS & RECREATION... The *FUN* Theory!

To: City Manager, Chris Conrad  
From: Mark Rosen, Director of Parks & Recreation  
Date: November 1, 2021  
Subject: Schrumpf Dock

---

### Recommendation

I am recommending city council approval for an original landowner dock lease to Terry and Pam Schrumpf, per the March 27, 1961 Silver Lake Project landowner's agreement.

### Discussion

City staff will provide guidelines for construction as outlined in the city's ordinance.

---

Recommended By: Mark Rosen, Director of Parks & Recreation

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Approved By: Chris Conrad, City Manager

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION REJECTING ALL BIDS FOR NOTICE OF MUNICIPAL LETTING,  
NOML #E-08-21, FOR THE PURCHASE OF A CAPACITOR BANK FOR THE  
CITY OF HIGHLAND POWER PLANT**

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City determined it to be in the best interests of public health, safety, general welfare and economic welfare to purchase a new capacitor bank for the City Power Plant; and

WHEREAS, City has determined a notice of municipal letting was approved by City Council for purchase of a new capacitor bank for the City Power Plant; and

WHEREAS, City has determined, pursuant to Illinois law, the sealed bids for the Project were opened (*see* bid tabulation sheet attached hereto as **Exhibit A**); and

WHEREAS, City has determined the bids received far exceeded the amount budgeted by City for the purchase of a new capacitor bank for the City Power Plant; and

WHEREAS, City has determined it shall reject all bids for the purchase of a new capacitor bank for the City Power Plant; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare, and economic welfare to reject all bids received in response to NOML# E-08-21 for the purchase of a new capacitor bank for the City Power Plant; and

WHEREAS, City has authority, pursuant to Illinois law, to reject any and all bids received for a competitively bid purchase.

**NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Highland as follows:**

*Section 1.* The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

*Section 2.* City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to reject all bids received in response to NOML# E-08-21 for the purchase of a new capacitor bank for the City Power Plant.

*Section 3.* City has authority, pursuant to Illinois law, to reject any and all bids received for a competitively bid product.

*Section 4.* This Resolution shall be known as Resolution No. \_\_\_\_\_ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland, Illinois, approved by the Mayor, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

---

Kevin B. Hemann  
Mayor  
City of Highland  
Madison County, Illinois

ATTEST:

---

Barbara Bellm  
City Clerk  
City of Highland  
Madison County, Illinois

**CITY OF HIGHLAND  
BID TABULATION SHEET**

BID OPENING:

Date: October 13, 2021  
 Time: 10:00 a.m.  
 Place: City Hall

BID #: E-08-21  
 Item/Project Description: Purchase of  
Capacitor Bank

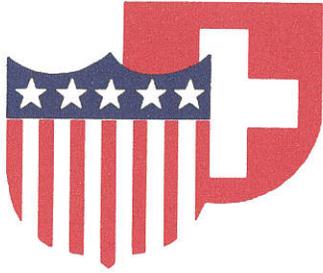
Item / Proposal Description	Contrellix Corp. Walter Hills, CT	Fletcher-Reinbert Bradenton, MO				
Capacitor Bank	#98,987	#146,237				
Option: Hook Stick ported checking system		Y				
Non-Delinquency of Tax Form	Y	Y				
Certificate of Compliance Form	Y	Y				
Hold Harmless and Indemnity Form	Y	Y				

BID OPENER:

  
 Dan Cook

BID RECORDER:

  
 George Stram



# City of Highland

## Department of Light and Power

**Memo to:** Chris Conrad, City Manager  
**From:** Dan Cook, Director of Light & Power  
**Date:** October 26, 2021  
**Subject:** Bid # E-08-21, Purchase of Capacitor Bank for Power Plant

### RECOMMENDATION

I recommend asking council to make a motion rejecting all bids for the above referenced project (Purchase of Capacitor Bank for Power Plant) on the basis that the bids received were well above the amount budgeted for this project. See attached Bid Tabulation Sheet.

### CONCURRENCE

Recommended by:   
Daniel Cook, Director of Light & Power

Approved by:   
Chris Conrad, City Manager

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE DECLARING PERSONAL PROPERTY OF THE CITY OF  
HIGHLAND, ILLINOIS, SURPLUS AND AUTHORIZING ITS SALE AND/OR  
DISPOSAL, INCLUDING HIGHLAND EMS EQUIPMENT, AND OTHER PERSONAL  
PROPERTY**

**WHEREAS**, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

**WHEREAS**, 65 ILCS 5/11-76-4 provides that whenever a municipality in the state of Illinois owns any personal property which, in the opinion of a simple majority of the corporate authorities then holding office, is no longer necessary or useful to, or in the best interests of the municipality to keep, a majority of the corporate authorities at any regular or special meeting called for that purpose, may: (1) by Ordinance authorize the sale of such personal property in whatever manner they designate with or without advertising the sale; or (2) may authorize any municipal officer to convert that personal property to the use of the City; or (3) may authorize any municipal officer to convey or turn in any specified article of personal property as part payment on a new purchase of any similar article; and

**WHEREAS**, the City of Highland Emergency Management Services (“EMS”) currently owns equipment which, in the opinion of this City Council, is no longer necessary or useful to or in the best interests of the City to retain, and should be declared surplus personal property, including non-functioning AutoPulses manufactured by Zoll; and  
and

**WHEREAS**, the Chief of EMS has informed the City Council that the AutoPulses manufactured by Zoll are first generation units, they are approximately 15 years old, and have had to be repaired many times over the years; and

**WHEREAS**, the Chief of EMS has informed the City Council that he intends to trade in the surplussed AutoPulses on new equipment for EMS; and

**WHEREAS**, City has determined the City Manager and/or his designee is permitted to trade in or sell the surplus personal property for the maximum value that can be obtained, or to dispose of the surplus personal property where appropriate, to be determined solely by the City Manager and/or his designee; and

**WHEREAS**, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to declare the aforementioned personal property surplus, and sell, trade in, and/or dispose of the same.

**NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Highland, Illinois, as follows:**

*Section 1.* The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

*Section 2.* That the City personal property, including non-functioning AutoPulses manufactured by Zoll, is hereby declared no longer useful to the City or necessary for City purposes, that the City personal property is declared surplus, and that it is in the best interest of the City to sell, trade in, and/or dispose of the same.

*Section 3.* That the City Manager and/or his designee is directed and authorized to sell, trade in, and/or surplus the personal property listed herein for the maximum value that can be obtained, or to dispose of the surplus personal property where appropriate, to be determined solely by the City Manager and/or his designee.

*Section 4.* That this Ordinance shall be known as Ordinance No. \_\_\_\_\_ and shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed by the City Council of the City of Highland, Illinois, approved by the Mayor, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

---

Kevin B. Hemann  
Mayor  
City of Highland  
Madison County, Illinois

ATTEST:

---

Barbara Bellm  
City Clerk  
City of Highland  
Madison County, Illinois

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENT AND AUTHORIZING PURCHASE OF TWO LUCAS AUTOMATIC COMPRESSION SYSTEMS FROM STRYKER MEDICAL FOR THE EMS DEPARTMENT**

**WHEREAS**, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

**WHEREAS**, the Chief of Emergency Medical Services (“EMS”) has informed the City Council that the EMS Department has an immediate need for new chest compression systems for day-to-day operations; and

**WHEREAS**, the Chief of EMS has informed the City Council he recommends purchasing two (2) Lucas Automatic Chest Compression Systems from Stryker Medical for \$36,703.88; and

**WHEREAS**, the Chief of EMS has informed the City Council that, although there are other manufacturers of this equipment, this equipment is highly recommended, and he recommends this purchase; and

**WHEREAS**, the Chief of EMS has informed the City Council that he intends to trade in old equipment that has been surplussed by City to offset the overall cost of the new chest compression systems; and

**WHEREAS**, the Chief of EMS has informed the City Council that this purchase meets the established criteria for use of ARPA funds, and, as a result, the EMS budget will not be impacted; and

**WHEREAS**, the City Council finds the price for the purchase of two (2) Lucas Automatic Chest Compression Systems from Stryker Medical for \$36,703.88 is fair and reasonable and, so, should be approved; and

**WHEREAS**, the City Council deems it to be in the best interests of City to waive the competitive-bidding requirement that would otherwise apply and to purchase the two (2) Lucas Automatic Chest Compression Systems from Stryker Medical for \$36,703.88; and

**WHEREAS**, the City Council also finds that the City Manager should be authorized and directed, on behalf of the City of Highland, to execute whatever documents are necessary to purchase the two (2) Lucas Automatic Chest Compression Systems from Stryker Medical for \$36,703.88.

**NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Highland, Illinois, as follows:**

*Section 1.* The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

*Section 2.* The purchase of two (2) Lucas Automatic Chest Compression Systems from Stryker Medical for \$36,703.88 is approved.

*Section 3.* The City Manager is directed and authorized, on behalf of the City of Highland, to execute whatever documents are necessary to make the purchase of two (2) Lucas Automatic Chest Compression Systems from Stryker Medical for \$36,703.88.

*Section 4.* This Resolution shall be known as Resolution No. \_\_\_\_\_ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland, Illinois, approved by the Mayor, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

---

Kevin B. Hemann  
Mayor  
City of Highland  
Madison County, Illinois

ATTEST:

---

Barbara Bellm  
City Clerk  
City of Highland  
Madison County, Illinois



## Lucas x2

Quote Number: 10393829  
 Version: 1  
 Prepared For: HIGHLAND FIRE DEPT  
 Attn:

Remit to: **Stryker Medical**  
 P.O. Box 93308  
 Chicago, IL 60673-3308  
 Rep: Nick Kramer  
 Email: nick.kramer@stryker.com  
 Phone Number: (314) 283-2356

Quote Date: 06/24/2021  
 Expiration Date: 09/22/2021

### Delivery Address

Name: HIGHLAND FIRE DEPT  
 Account #: 1065656  
 Address: 1113 BROADWAY  
 HIGHLAND  
 Illinois 62249-1902

### End User - Shipping - Billing

Name: HIGHLAND FIRE DEPT  
 Account #: 1065656  
 Address: 1113 BROADWAY  
 HIGHLAND  
 Illinois 62249-1902

### Bill To Account

Name: CITY OF HIGHLAND  
 Account #: 1290207  
 Address: PO BOX 218  
 HIGHLAND  
 Illinois 62249-0218

### Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	2	\$13,925.02	\$27,850.04
2.0	11576-000071	LUCAS External Power Supply	2	\$234.64	\$469.28
3.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	2	\$453.08	\$906.16
Equipment Total:					\$29,225.48

### Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-ZAP-LUC3	TRADE-IN-ZOLL AUTOPULSE TOWARDS PURCHASE OF LUCAS 3.1	2	-\$3,000.00	-\$6,000.00

### ProCare Products:

#	Product	Description	Qty	Sell Price	Total
4.1	78000020	ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	2	\$6,739.20	\$13,478.40
ProCare Total:					\$13,478.40



**Lucas x2**

Quote Number: 10393829  
Version: 1  
Prepared For: HIGHLAND FIRE DEPT  
Attn:

Remit to: **Stryker Medical**  
P.O. Box 93308  
Chicago, IL 60673-3308  
Rep: Nick Kramer  
Email: nick.kramer@stryker.com  
Phone Number: (314) 283-2356

Quote Date: 06/24/2021  
Expiration Date: 09/22/2021

**Price Totals:**

---

Grand Total: \$36,703.88

**Comments:**

Prices: In effect for 60 days.

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

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AUTHORIZED CUSTOMER SIGNATURE

PENDING APPROVAL



City of Highland  
**Fire Department – EMS Division**

J. Brian Wilson, Emergency Services Chief

MEMORANDUM 21-003

TO: Chris Conrad, City Manager  
City Council

FROM: Brian Wilson, Emergency Services Chief

DATE: October 18, 2021

SUBJECT: Automatic CPR Devices

**RECOMMENDATION**

I respectfully recommend the purchase of two (2) Lucas Automatic Chest Compression Systems from Stryker Medical, for a total price of \$36,703.88. Stryker has provided pricing for two complete devices, to include all supporting products, such as spare batteries, battery chargers, all associated straps and carrying cases to protect the units when not in use. This price also includes a significant trade in credit for our two, non-functional units.

**DISCUSSION**

As you know the City has now received funds through the Federal American Rescue Plan Act (ARPA), as authorized by the City Council on August 16, 2021. Funds received can be utilized for providing services and programs to contain and mitigate the spread of COVID-19. Specifically, purchasing personal protective equipment and capital investments in public facilities to meet pandemic operational needs, as spelled out in the ARPA.

EMS has long had devices that automatically perform Cardiopulmonary Resuscitation (CPR) on pulseless victims during efforts to restore a heartbeat. Providing uninterrupted CPR during a cardiac arrest event provides the patient with the best chance of survival. These devices, once strapped to the patient, allow continuous CPR at times when manual CPR cannot be performed. Moving up or down stairways is a prime example of such times.

Originally, EMS had three such devices, carrying one on each front line ambulance. Being approximately fifteen years old, two of those original units are now out of service and beyond repair. With changes in technology, improvements have been made in newer devices, making them more efficient and user friendly. They are also more compact, freeing up valuable compartment space on the ambulances.

We proposed the purchase of these replacement units back in 2020. We decided to postpone this purchase in May of 2020 due to the closure of local businesses during the pandemic and anticipated loss of revenue from those closures.

### **FINANCIAL IMPACT**

This purchase clearly meets the established criteria for use of said funds as provided to City through the ARPA. Therefore, the existing department operating budget will not be impacted by this purchase.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE DECLARING PERSONAL PROPERTY OF THE CITY OF  
HIGHLAND, ILLINOIS, SURPLUS AND AUTHORIZING ITS SALE AND/OR  
DISPOSAL, INCLUDING HIGHLAND COMMUNICATION SERVICES EQUIPMENT,  
AND OTHER PERSONAL PROPERTY**

**WHEREAS**, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

**WHEREAS**, 65 ILCS 5/11-76-4 provides that whenever a municipality in the state of Illinois owns any personal property which, in the opinion of a simple majority of the corporate authorities then holding office, is no longer necessary or useful to, or in the best interests of the municipality to keep, a majority of the corporate authorities at any regular or special meeting called for that purpose, may: (1) by Ordinance authorize the sale of such personal property in whatever manner they designate with or without advertising the sale; or (2) may authorize any municipal officer to convert that personal property to the use of the City; or (3) may authorize any municipal officer to convey or turn in any specified article of personal property as part payment on a new purchase of any similar article; and

**WHEREAS**, the City of Highland d/b/a Highland Communications Services (“HCS”) currently owns equipment which, in the opinion of this City Council, is no longer necessary or useful to or in the best interests of the City to retain, and should be declared surplus personal property, including:

STB Type	Quantity	Approximate Purchase Price	Approximate Value
Amino	387	280.0	\$387.00
ADB	356	350.00	\$356.00

and

**WHEREAS**, City has determined the City Manager and/or his designee is permitted to sell the surplus personal property for the maximum value that can be obtained, or to dispose of the surplus personal property where appropriate, to be determined solely by the City Manager and/or his designee; and

**WHEREAS**, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to declare the aforementioned personal property surplus, and sell and/or dispose of the same.

**NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Highland, Illinois, as follows:**

*Section 1.* The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

*Section 2.* That the City personal property, including:

STB Type	Quantity	Approximate Purchase Price	Approximate Value
Amino	387	280.0	\$387.00
ADB	356	350.00	\$356.00

is hereby declared no longer useful to the City or necessary for City purposes, that the City personal property is declared surplus, and that it is in the best interest of the City to sell and/or dispose of the same.

*Section 3.* That the City Manager and/or his designee is directed and authorized to sell the surplus personal property listed herein for the maximum value that can be obtained, or to dispose of the surplus personal property where appropriate, to be determined solely by the City Manager and/or his designee.

*Section 4.* That this Ordinance shall be known as Ordinance No. \_\_\_\_\_ and shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed by the City Council of the City of Highland, Illinois, approved by the Mayor, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

---

Kevin B. Hemann  
Mayor  
City of Highland  
Madison County, Illinois

ATTEST:

---

Barbara Bellm  
City Clerk  
City of Highland  
Madison County, Illinois



To: Chris Conrad, City Manager  
From: Angela Imming, Director, Technology and Innovation  
Date: Oct. 20, 2021  
Subject: Equipment surplus and disposal

Recommendation:

I recommend the items listed below be approved for surplus and sale or disposal.

STB Type	Quantity	Approximate Purchase Price	Value
Amino	387	280.0	\$387.00
ADB	356	350.00	\$356.00

Discussion:

The items on the list have been returned due to the cost saving measures HCS is taking by converting to Victory TV.

Financial Impact:

Potential revenue depending on the current market for used STB.



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 001 General Fund				
Department: 000 Balance Sheet Accounts				
6710	AMAZON CAPITAL SERVICES	QTY 1 - APC UPS, 425VA UPS BATTERY	10/22/2021	233.69
6815	TRIPACK, INC.	Supplies for Central Purchasing.	10/22/2021	1,175.47
Total for Department: 000 Balance Sheet Accounts				1,409.16
Department: 011 General Admin				
ACH PAID	US POSTAL SERVICE	OCTOBER UTILITY BILLING POSTAL CHARGES	10/18/2021	2,747.54
6710	AMAZON CAPITAL SERVICES	UPS POWER OUTLET FOR ROHREN DESK	10/22/2021	531.88
6712	Aramark Uniform Services	RUG SERVICE	10/22/2021	51.28
6722	BusComm Incorporated	CONTRACT BASE RATE CHR9 FOR 12/30/21 TO 12/29/22 - LIBERTY LMR8	10/22/2021	966.44
6725	CDW G Inc	COUNCIL RECORDER- DELL 5420 I5-1135G7 256/16 W10P	10/22/2021	1,481.42
6730	City Petty Cash	IDC MEETING 08/04/2021 - TIP	10/22/2021	90.00
6731	City Utilities	UTILITIES - CITY HALL	10/22/2021	767.51
6746	FRONTIER	PHONE CHARGES - ALARM	10/22/2021	46.81
6751	Highland Communication Services	HCS SERVICES - CITY HALL	10/22/2021	554.40
6757	IllinoisSouth Tourism	2ND QTR COMMITMENT, 1/4 PG AD IN "TOURISM TIMES" HOLIDAY	10/22/2021	4,893.75
6768	Mastercard	HOTEL STAY FOR ITIA/IML CONF. CHICAGO, IL- CHRIS CONRAD	10/22/2021	2,120.53
6788	QUADIENT, INC.	POSTAGE MACHINE METER RENTAL 7/1/21 - 9/30/21	10/22/2021	223.80
6793	SANDBERG PHOENIX & VON GONTARD P.( Legal Services		10/22/2021	8,494.44
6801	SPRINGBROOK HOLDING COMPANY LLC	PROFESSIONAL SERVICES FOR ESS MODULE (@ \$120 FOR .25HRS)	10/22/2021	30.00
6822	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	10/22/2021	453.54
6829	WEX BANK	SEPTEMBER FUEL	10/22/2021	132.28
6830	WM FINANCIAL STRATEGIES	FINANCIAL ADVISORY SERVICES FOR CONTINUING DISCLOSURE	10/22/2021	300.00
Total for Department: 011 General Admin				23,885.62
Department: 012 Police Dept				
ACH PAID	CHARLES J BECHERER	INTERIM CHIEF OF POLICE PER CONTRACT	10/19/2021	5,000.00
6703	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	10/15/2021	35.80
6710	AMAZON CAPITAL SERVICES	SHIPPING & HANDLING	10/22/2021	1,609.35
6711	Ameren Illinois	POLICE STATION GAS UTILITIES	10/22/2021	249.07
6712	Aramark Uniform Services	RUG SERVICE	10/22/2021	60.70
6716	BEST Engineered Systems Technology Group LL	SERVICES FOR THE NEW PSB	10/22/2021	5,654.42
6720	Broadway Battery & Tire	NEW PSB FRIDGES AND MICROWAVES	10/22/2021	12,647.00
6726	Kelcey Chadwick	CLOTHING AND LUNCH BAG -CHADWICK	10/22/2021	195.94
6730	City Petty Cash	MAIL PACKAGE FOR PD	10/22/2021	6.80
6734	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	10/22/2021	0.46
6736	County of Madison	RANGE USE FOR HIGHLAND PD	10/22/2021	200.00
6746	FRONTIER	POLICE DEPT FAX LINE	10/22/2021	39.18
6748	Graybar	QTY 2 - PANDUIT CORP 48 PORT MFP PATCH PANEL	10/22/2021	103.00
6750	Heros In Style	UNIFORM PANTS, SHIRT,BELT & ALTERATIONS - M GROTEFENDT	10/22/2021	781.83
6759	Kalmer Landscape Supply	LANDSCAPING PSB	10/22/2021	1,926.12
6764	Langhauser Sheet Metal Co	DISPATCH AC LEAKING/ UNCLOGGED DRAIN	10/22/2021	102.00
6767	MADISON COUNTY INFORMATION TECHN	LEADS LEASE MADISON CO.	10/22/2021	24.28
6768	Mastercard	FASTENERS NEW PSB	10/22/2021	2,561.66
6791	Reding Tire & Battery Inc	CAR 5 TIRE REPAIR	10/22/2021	204.21
6793	SANDBERG PHOENIX & VON GONTARD P.( Legal Services		10/22/2021	2,958.35
6800	Splash Splash Auto Bath LLC	POLICE DEPT CAR WASHES	10/22/2021	171.25
6807	Dan Tailleu	LABOR TO INSTALL NEW PSB FENCE FOR GENERATOR	10/22/2021	2,500.00
6822	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	10/22/2021	668.71
6829	WEX BANK	SEPTEMBER FUEL	10/22/2021	3,488.66
6850	Brad Sutton	SUTTON TRG MEALS	10/27/2021	26.00
Total for Department: 012 Police Dept				41,214.79
Department: 013 Building & Zoning				
ACH PAID	CARDPOINT MERCHANT SERVICES	OCTOBER CREDIT CARD FEES	10/18/2021	112.89
6710	AMAZON CAPITAL SERVICES	2022 OFFICE DESK CALENDAR	10/22/2021	394.20
6746	FRONTIER	PHONE CHARGES - B & Z	10/22/2021	39.29
6751	Highland Communication Services	COMMUNICATION CHARGE	10/22/2021	79.00
6766	Craig Loyet	FINAL PLUMBING - 12571 STATE RTE 143 - FREY COFFEE	10/22/2021	95.00
6768	Mastercard	INTL CODE BOOK RETURN	10/22/2021	267.11
6782	O'Reilly Automotive Inc.	QTY 2 - BRAKE ROTOR, QTY 1 - SEMI-MET PAD	10/22/2021	119.99
6793	SANDBERG PHOENIX & VON GONTARD P.( Legal Services		10/22/2021	1,857.07
6797	Timothy Singler	FINAL PLUMBING - 12571 STATE RTE 143 - FREY COFFEE	10/22/2021	95.00
6822	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	10/22/2021	201.57
6829	WEX BANK	SEPTEMBER FUEL	10/22/2021	60.21
6834	Zobrist Electric Inc	Misc. Electrical Inspections	10/22/2021	2,318.50
6841	Leslie E Fear	70 SUNFLOWER - ELECTRICAL ROUGH-IN	10/27/2021	310.22
Total for Department: 013 Building & Zoning				5,950.05
Department: 014 Fire Dept				
6703	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	10/15/2021	133.97
6710	AMAZON CAPITAL SERVICES	QNAP 10Gb Managed Swith 8 Port Gigabit	10/22/2021	353.22
6711	Ameren Illinois	GAS CHARGES - STATION #1	10/22/2021	140.40
6732	Stephen S Clayton	REIMBURSEMENT FOR FUEL ON DEPLOYMENT	10/22/2021	40.00
6734	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	10/22/2021	0.99
6739	ED M. FELD EQUIPMENT CO., INC.	FUNCTIONAL FLOW TESTING	10/22/2021	888.30
6746	FRONTIER	PHONE CHARGES - STATION #2	10/22/2021	46.69

6751	Highland Communication Services	HCS SERVICES - FIRE STATION #1	10/22/2021	2.00
6768	Mastercard	GAS CHARGES - LOUISIANA DEPLOYMENT	10/22/2021	487.76
6822	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	10/22/2021	195.22
6823	LOGAN VONHATTEN	REIMBURSEMENT FOR MEALS/CHRGs DURING DEPLOYMENT	10/22/2021	103.30
6829	WEX BANK	SEPTEMBER FUEL	10/22/2021	174.54
Total for Department: 014 Fire Dept				2,566.39
Department: 017 Streets / PW Admin				
6703	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	10/15/2021	352.27
6710	AMAZON CAPITAL SERVICES	QNAP 10Gb Managed Swith 8 Port Gigabit	10/22/2021	62.21
6711	Ameren Illinois	Utilities	10/22/2021	56.04
6713	Aviston Lumber Company	15 F - 15# Felt	10/22/2021	25.94
6734	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	10/22/2021	1.05
6743	Fabick Rents	Skidsteer - Fuel Cap	10/22/2021	37.12
6751	Highland Communication Services	Communication Services	10/22/2021	237.95
6760	Key Equipment & Supply Co.	Pelican Brooms- 1 Main, 1 Gutter	10/22/2021	626.40
6768	Mastercard	Subscription for the weather station for record keeping.	10/22/2021	120.60
6780	Oates Associates Inc	HIGHLAND PARKING LOT BROADWAY/ZSCHOKKE - 08/28/2021-10/01/2021	10/22/2021	4,907.50
6790	Red E Mix LLC	88 PCCEP32 PP-1, Tie# 60134223- Sidewalk	10/22/2021	730.25
6793	SANDBERG PHOENIX & VON GONTARD P	Legal Services	10/22/2021	2,008.23
6804	STUTZ EXCAVATING INC	Curb Openings- Broadway & Zschokke St. Parking Lot	10/22/2021	410.00
6814	Tri Ford Inc	Vehicle # 606 - Oil & Filterchange, Inspect.,Replace Air Cleaner	10/22/2021	189.64
6822	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	10/22/2021	243.93
6828	WELLS FARGO VENDOR FIN SERV	Ricoh Copier IM C 3500	10/22/2021	202.50
6829	WEX BANK	SEPTEMBER FUEL	10/22/2021	353.98
6831	Woodcrest Small Engine	Pull Rope	10/22/2021	5.94
Total for Department: 017 Streets / PW Admin				10,571.55
Total for Fund:001 General Fund				85,597.56
Fund: 006 TIF #1				
Department: 006 TIF #1				
6780	Oates Associates Inc	DETENTION BASIN IMPACT ON FEMA HWE - 08/28/2021 - 10/01/2021	10/22/2021	2,262.50
Total for Department: 006 TIF #1				2,262.50
Total for Fund:006 TIF #1				2,262.50
Fund: 007 Community Development Fund				
Department: 007 Community Development				
6710	AMAZON CAPITAL SERVICES	QNAP 10Gb Managed Swith 8 Port Gigabit	10/22/2021	3.32
6730	City Petty Cash	IDC MEETING 10/06/2021 - MAZZIOS TIP	10/22/2021	5.00
6768	Mastercard	ZOOM MONTHLY 10/08/2021 TO 11/07/2021	10/22/2021	90.67
6773	Mettler Development LLC	236 CARTER RIDGE DR - SINGLE FAMILY HOME INCENTIVE PAYMENT	10/22/2021	4,000.00
6776	NEXTSITE LLC	COMMERCIAL DEVELOPMENT ADVISORY SERVICES	10/22/2021	15,000.00
6790	Red E Mix LLC	4000 PSI O/S Flatwork.Sm.LoadChg. Tie # 60134408-Plaza Pk/Restr	10/22/2021	422.50
6793	SANDBERG PHOENIX & VON GONTARD P	Legal Services	10/22/2021	1,230.85
6822	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	10/22/2021	51.18
Total for Department: 007 Community Development				20,803.52
Total for Fund:007 Community Development Fund				20,803.52
Fund: 008 Motor Fuel Tax Fund				
Department: 008 Motor Fuel Tax				
6715	Beelman Logistics LLC	CM 13 Furn. & Del. - Oil & Chip	10/22/2021	3,099.36
6727	Christ Bros Inc	N50 - HMA - Oil & Chip	10/22/2021	4,994.51
6774	Mike A Maedje Trucking Inc	CA6 Tie# 1746382 & 1746459	10/22/2021	380.18
6780	Oates Associates Inc	PROFESSIONAL SERVICES - MATTER DRIVE RECONSTRUCTION	10/22/2021	14,135.35
6790	Red E Mix LLC	88 PCCEV43 SI/PV, Tie# 60134331- Sidewalk	10/22/2021	2,833.00
6825	Warning Lites of Southern IL, LLC	17 Signs - Street Names	10/22/2021	481.09
Total for Department: 008 Motor Fuel Tax				25,923.49
Total for Fund:008 Motor Fuel Tax Fund				25,923.49
Fund: 009 Parks & Rec Fund				
Department: 009 Korte Rec Center				
ACH PAID	CARDPOINT MERCHANT SERVICES	OCTOBER CREDIT CARD FEES	10/18/2021	290.72
ACH PAID	IL Department Of Revenue	JULY- SEPTEMBER SALES TAX	10/15/2021	283.00
6703	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	10/15/2021	16.95
6710	AMAZON CAPITAL SERVICES	QNAP 10Gb Managed Swith 8 Port Gigabit	10/22/2021	19.93
6711	Ameren Illinois	KRC utilities	10/22/2021	352.88
6721	BUILDINGSTARS INC	KRC daily cleaning	10/22/2021	2,663.00
6734	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	10/22/2021	417.49
6737	Kellie Croxton	Refund for a party cancellation they can no longer attend in Nov	10/22/2021	150.00
6738	Dairy Queen	Cakes for rental parties	10/22/2021	648.00
6741	Energy Wise	Pool pak system maintenanc	10/22/2021	1,609.50
6746	FRONTIER	Phone bill	10/22/2021	171.43
6751	Highland Communication Services	Wifi KRC	10/22/2021	334.23
6765	Tina Litteken	Refund for accidental withdrawal after cancellation	10/22/2021	37.56
6768	Mastercard	PREMIUM HANGING CLUB WORKOUT MATS (QTY20) POWER SYSTEMS	10/22/2021	1,459.83
6769	Mazzio's Pizza	pizzas for party rentals	10/22/2021	654.00
6785	Pepsi	Concession supplies	10/22/2021	561.16
6806	Switzer Food and Supplies	Concession supplies	10/22/2021	323.29
6812	TK Elevator Corporation	elevator maint/upkeep	10/22/2021	1,218.88
6822	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	10/22/2021	51.18
Total for Department: 009 Korte Rec Center				11,263.03
Department: 016 Parks & Recreation				

ACH PAID	IL Department Of Revenue	JULY- SEPTEMBER SALES TAX	10/15/2021	264.00
6703	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	10/15/2021	1,111.78
6704	ROLENS PRODUCTIONS LLC	BAND FOR FLUGELFEST - HEARTBREAK LINE	10/15/2021	2,500.00
6707	ADR HIGHLAND, INC.	Line painter for athletic fields	10/22/2021	59.90
6710	AMAZON CAPITAL SERVICES	QNAP 10Gb Managed Swith 8 Port Gigabit	10/22/2021	26.59
6711	Ameren Illinois	Brad's shed utilities	10/22/2021	123.51
6729	City Of Highland	Quarterback club building utilities	10/22/2021	159.36
6730	City Petty Cash	PER DIEM GIVEN TO M. ROSEN FOR MICHAEL NITRO-SQUARE PERFORMANCE	10/22/2021	25.00
6734	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	10/22/2021	1.74
6735	Daniel Cook	BARRELS TO COVER BASES OF LIGHTING POLES INSTALLED AT PLAZA PARK	10/22/2021	260.00
6740	EDWARDSVILLE MACHINE & WELDING CO	FOR PLAZA PARK LIGHT POLES	10/22/2021	451.25
6742	Everlasting Eich	QTY 2 - STAINLESS STEEL MUG, QTY 1 - 7X7 BLACK BASE PLATE	10/22/2021	54.00
6746	FRONTIER	Phone bill	10/22/2021	46.81
6751	Highland Communication Services	Wifi WCC	10/22/2021	19.90
6752	Hillyard St Louis Inc	Fixed scrubber at WCC	10/22/2021	172.00
6763	Korte Meat Processing	QTY 100 - FLAT WINGS, QTY 100 - DRUMS	10/22/2021	240.00
6768	Mastercard	RUNNING TOWELS FOR CEMETERY DASH- ANYPROMO.COM	10/22/2021	3,373.34
6783	Joshua O'Toole	fountain glass repair	10/22/2021	4,550.00
6789	R P Lumber Co Inc	concrete bender board	10/22/2021	31.99
6790	Red E Mix LLC	FOR LIGHT POLE FOUNDATION	10/22/2021	363.00
6791	Reding Tire & Battery Inc	Jeep maint. and repair	10/22/2021	599.46
6793	SANDBERG PHOENIX & VON GONTARD P	Legal Services	10/22/2021	107.97
6805	SUMNER ONE, INC.	WCC printer	10/22/2021	52.00
6807	Dan Tallour	fixed aluminum gate at spindle park	10/22/2021	200.00
6809	The Kwik Konnection Printing Inc	9/01/21 & 9/8/21 - LEGAL SILVER LAKE SPILLWAY RETAINING WALL	10/22/2021	220.00
6810	The Sherwin Williams Co	PRO PARK WB RED	10/22/2021	47.93
6813	Trendy Tees & More LLC	QTY 66 - FLUGELFEST VOLUNTEER SHIRTS (SM-XL), QTY 13 - (2XL-3XL)	10/22/2021	1,448.00
6814	Tri Ford Inc	F 150 truck repair	10/22/2021	699.78
6822	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	10/22/2021	345.68
6824	DUANE WARNECKE	REFUND FOR THE PURCHASE OF 96' CHEVY TRUCK (VIN28820)	10/22/2021	505.00
6829	WEX BANK	SEPTEMBER FUEL	10/22/2021	2,107.24
6851	Unclaimed Property Division	UNCLAIMED PROPERTY	10/27/2021	348.00
Total for Department: 016 Parks & Recreation				20,315.23

Department: 503 Swimming Pool Fund

ACH PAID	IL Department Of Revenue	JULY- SEPTEMBER SALES TAX	10/15/2021	443.00
6710	AMAZON CAPITAL SERVICES	QNAP 10Gb Managed Swith 8 Port Gigabit	10/22/2021	6.63
6802	Steinmann Service	Waterline work at outdoor pool	10/22/2021	45.00
Total for Department: 503 Swimming Pool Fund				494.63

Department: 715 Cemetery Fund

6703	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	10/15/2021	432.29
6753	Home Nursery Inc	Cemetery berm trees	10/22/2021	327.35
6759	Kalmer Landscape Supply	landscape supplies	10/22/2021	502.18
6779	Nu Way Concrete Forms Troy LLC	Straw blanket for cemetery	10/22/2021	138.00
6790	Red E Mix LLC	3/4 rock for road improvement	10/22/2021	2,195.00
6809	The Kwik Konnection Printing Inc	LEGAL 09/15/2021 - ORDINANCE NO 3127 FEES FOR CEMETERY	10/22/2021	225.00
Total for Department: 715 Cemetery Fund				3,819.82

Total for Fund:009 Parks & Rec Fund 36,092.71

Fund: 012 Business District A

Department: 012 Police Dept

6748	Graybar	QTY 12 - 11310-001 CHATSWORTH THREADED ROD CEILING KIT	10/22/2021	-393.32
6780	Oates Associates Inc	HIGHLAND PARKING LOT BROADWAY/ZSCHOKKE - 08/28/2021-10/01/2021	10/22/2021	2,102.50
Total for Department: 012 Police Dept				1,709.18

Total for Fund:012 Business District A 1,709.18

Fund: 050 Street NHR Construction

Department: 050 Street NHR Construction

6780	Oates Associates Inc	BELLM & IBERG RD TOW STUDY - 08/28/2021-10/01/2021	10/22/2021	4,092.50
6855	Highland Community Title LLC	GELLY ROAD EXPANSION	10/27/2021	225,504.37
Total for Department: 050 Street NHR Construction				229,596.87

Total for Fund:050 Street NHR Construction 229,596.87

Fund: 101 Electric Fund

Department: 000 Balance Sheet Accounts

ACH PAID	AMERICAN EXPRESS	OCTOBER CREDIT CARD FEES	10/18/2021	560.72
ACH PAID	CARDPOINT MERCHANT SERVICES	OCTOBER CREDIT CARD FEES	10/18/2021	111.08
ACH PAID	MERCHANT TRANSACT	WEB PROCESSING FEE	10/18/2021	5,000.98
ACH PAID	SPRINGBROOK SOFTWARE LLC	OCTOBER ACH SERVICES	10/22/2021	810.15
6836	BRITTANY ANDERS	REFUND CHECK	10/27/2021	61.63
6837	HELEN AND CRAIG CHOLET BARRETT	REFUND CHECK	10/27/2021	11.77
6840	NATHAN DEMPSEY	REFUND CHECK	10/27/2021	61.64
6851	Unclaimed Property Division	UNCLAIMED PROPERTY	10/27/2021	154.66
Total for Department: 000 Balance Sheet Accounts				6,772.63

Department: 101 Electric Admin

ACH PAID	IL Dept Of Revenue	SEPTEMBER UTILITY TAX	10/15/2021	44,090.03
6710	AMAZON CAPITAL SERVICES	QTY 1 - 2022 WEEKLY APPOINTMENT BOOK	10/22/2021	167.47
6712	Aramark Uniform Services	RUG SERVICE	10/22/2021	127.92
6751	Highland Communication Services	COMMUNICATION CHARGE	10/22/2021	99.85
6758	Itron Inc	HARDWARE/SOFTWARE MTN ON HANDHELDS 11/01/2021-12/31/2021	10/22/2021	619.82
6768	Mastercard	SILVERWARE FOR BREAKROOM	10/22/2021	114.02
6777	Northern Safety Co Inc	SINUS & PAIN RELIEF MEDS FOR CABINET	10/22/2021	14.62
6793	SANDBERG PHOENIX & VON GONTARD P	Legal Services	10/22/2021	107.97

6801	SPRINGBROOK HOLDING COMPANY LLC	SEPTEMBER CIVIC PAY TRANSACTION FEE	10/22/2021	1,369.00
6809	The Kwik Connection Printing Inc	LEGAL 09/29/2021 - NOTICE OF MUNICIPAL LETTING BID # E-08-21	10/22/2021	70.00
6817	UPS	SHIPPING CHARGES	10/22/2021	15.29
6822	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	10/22/2021	201.91
6829	WEX BANK	SEPTEMBER FUEL	10/22/2021	392.23
Total for Department: 101 Electric Admin				47,390.13
Department: 102 Electric Production				
6703	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	10/15/2021	166.77
6710	AMAZON CAPITAL SERVICES	QNAP 10Gb Managed Swith 8 Port Gigabit	10/22/2021	22.23
6711	Ameren Illinois	GAS CHARGE	10/22/2021	49.09
6712	Aramark Uniform Services	SEPTEMBER UNIFORM AND RUG SERVICE	10/22/2021	190.79
6717	Bestone Tire of Clinton Co	TIRES FOR TONY'S TRUCK #24	10/22/2021	940.80
6724	Carl's Four Wheel Drive & Performance Center LI	UTILITY GATE SPRING	10/22/2021	60.00
6740	EDWARDSVILLE MACHINE & WELDING CO	FOR XMAS DECORATIONS	10/22/2021	1,375.00
6747	Grainger	CIRCULAR SAW	10/22/2021	124.13
6751	Highland Communication Services	COMMUNICATION CHARGE	10/22/2021	2.00
6829	WEX BANK	SEPTEMBER FUEL	10/22/2021	1,289.08
Total for Department: 102 Electric Production				4,219.89
Department: 104 Electric Distribution				
6703	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	10/15/2021	445.76
6710	AMAZON CAPITAL SERVICES	QNAP 10Gb Managed Swith 8 Port Gigabit	10/22/2021	29.91
6717	Bestone Tire of Clinton Co	TIRES FOR BUCKET TRUCK#99	10/22/2021	2,080.62
6718	BHMG Engineers Inc	BREAKER TESTING AT WEST SUB	10/22/2021	830.00
6745	Fletcher Reinhardt Company	SW7187LB Deadend Auto Wedge	10/22/2021	9,910.75
6748	Graybar	WP101 "HME" Meter Seal	10/22/2021	1,280.00
6756	Illinois Municipal Utilities Association	SEPTEMBER SAFETY TRAINING- HAZCOM/GHS & FIRE SAFETY	10/22/2021	750.00
6768	Mastercard	BOOTS FOR KYLE & NATHAN	10/22/2021	1,117.46
6771	McKay Auto Parts Inc	QTY 1 - OIL FILTER, DISPOSE GLOVE	10/22/2021	44.43
6781	Mike Odorizzi	POLE TESTING 9/1- 9/30	10/22/2021	1,440.00
6782	O'Reilly Automotive Inc.	QTY 1 - FUEL FILTER, QTY 4 - 1 GAL ANTIFREZ	10/22/2021	162.07
6787	Praxair Distribution Inc - 475	RENTAL/ LEASE	10/22/2021	197.95
6794	Barkley Schlaefer	BARKLEY SCHLAEFER WORK BOOTS	10/22/2021	177.78
6822	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	10/22/2021	237.58
6829	WEX BANK	SEPTEMBER FUEL	10/22/2021	3.66
Total for Department: 104 Electric Distribution				18,707.97
Total for Fund:101 Electric Fund				77,090.62
Fund: 111 FTTP Fund				
Department: 000				
6839	Kara Buck	HCS REFUND ACCOUNT # 337529	10/27/2021	30.98
6842	JASON HARDAS	HCS REFUND FOR ACCT # 428642	10/27/2021	87.32
6843	James Hayes Jr	HCS REFUND ACCOUNT # 337529	10/27/2021	37.46
6844	Hill Law Offices	HCS REFUND FOR ACCT # 301479	10/27/2021	82.23
6845	Anne Lutostanski	HCS REFUND FOR ACCT # 100-303561	10/27/2021	113.78
6851	Unclaimed Property Division	UNCLAIMED PROPERTY	10/27/2021	30.88
Total for Department: 000				382.65
Department: 111				
ACH PAID	CARDPOINT MERCHANT SERVICES	OCTOBER CREDIT CARD FEES	10/18/2021	1,555.01
ACH PAID	IL Department Of Revenue	JULY- SEPTEMBER SALES TAX	10/15/2021	43.00
ACH PAID	RELIAFUND	HCS ACH PROCESSING FEES	10/22/2021	141.37
ACH PAID	USAC BILLING & DISBURSEMENT	SUPPORT MECHANISM CHARGES	10/22/2021	9,924.34
6703	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	10/15/2021	13.77
6706	4COM Inc	SEPTEMBER 2021 PROGRAMMING	10/22/2021	11,575.26
6709	AMAZON CAPITAL SERVICES	FIRE TV STICK W/ ALEXA VOICE REMOTE (QTY 500)	10/22/2021	15,990.00
6710	AMAZON CAPITAL SERVICES	QTY 3 - JONARD TOOLS TK-400 3PC SPLICERS KIT W/ SPLICING KNIFE	10/22/2021	17,731.44
6711	Ameren Illinois	GAS CHARGES - HCS	10/22/2021	51.42
6712	Aramark Uniform Services	RUG SERVICE	10/22/2021	137.55
6714	BASS COMPANY LLC	VINYL DEST LAMIN STICKERS (1000), TAMPER PROOF STICKERS (2000)	10/22/2021	1,438.99
6723	Calix Networks Inc	GS4220E AM power adapter package	10/22/2021	22,923.97
6728	Home Box Office Cinemax	OCTOBER VIDEO CONTENT FEE	10/22/2021	60.00
6731	City Utilities	UTILITIES - HCS	10/22/2021	2,719.32
6734	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	10/22/2021	0.46
6749	Home Box Office HBO	OCTOBER VIDEO CONTENT FEE	10/22/2021	270.00
6751	Highland Communication Services	HCS SERVICES	10/22/2021	507.07
6768	Mastercard	AIR FAIR - JORDAN BAUER	10/22/2021	3,686.59
6771	McKay Auto Parts Inc	QTY 1 - 6 TON JACK STAND, QTY 1 3.5T LO-PRO SERV JACK	10/22/2021	486.98
6772	METROLINE INC.	POLYCOM VVX411 VOIP PHONE	10/22/2021	2,998.75
6775	MOMENTUM TELECOM, INC.	OCTOBER VOICE CONTENT FEE ACCT # 325794	10/22/2021	10,799.06
6782	O'Reilly Automotive Inc.	QTY 1 - PEDL SEN - 2008 CHEVY SILVERADO 1500	10/22/2021	246.10
6786	PERSONAL PREFERENCE SERVICES	MONTHLY CLEANING SERVICES - HCS	10/22/2021	69.00
6793	SANDBERG PHOENIX & VON GONTARD P. Legal Services		10/22/2021	107.97
6796	Showtime Networks Inc	SEPTEMBER VIDEO CONTENT FEE	10/22/2021	126.09
6798	SNI / SI Networks LLC Inc	SEPTEMBER VIDEO CONTENT FEE	10/22/2021	126.00
6811	TIVO PLATFORM TECHNOLOGIES LLC	NC PT MOBI-403.5 ACCTS,58 NDVR ADDTL USAGE,187.5 STREAMS ADDTL	10/22/2021	3,131.13
6821	Vantage Point Solutions, Inc	A.I.O GENERAL CONSULTING - DHCP HOT STANDBY T-SHOOT	10/22/2021	670.00
6822	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	10/22/2021	428.64
6829	WEX BANK	SEPTEMBER FUEL	10/22/2021	102.47
6833	Duane E. Zobrist	OCTOBER SIGN RENTAL- HIGHLAND RD. WEST OF HIGHLAND	10/22/2021	100.00
6851	Unclaimed Property Division	UNCLAIMED PROPERTY	10/27/2021	110.00
Total for Department: 111				108,271.75
Total for Fund:111 FTTP Fund				108,654.40
Fund: 201 Water Fund				
Department: 000 Balance Sheet Accounts				
6836	BRITTANY ANDERS	REFUND CHECK	10/27/2021	16.86
6837	HELEN AND CRAIG CHOLET BARRETT	REFUND CHECK	10/27/2021	10.38

6840	NATHAN DEMPSEY	REFUND CHECK	10/27/2021	16.85
6851	Unclaimed Property Division	UNCLAIMED PROPERTY	10/27/2021	19.56
Total for Department: 000 Balance Sheet Accounts				63.65
Department: 201 Water Admin				
6710	AMAZON CAPITAL SERVICES	QNAP 10Gb Managed Swith 8 Port Gigabit	10/22/2021	3.31
6758	Itron Inc	HARDWARE/SOFTWARE MTN ON HANDHELD 11/01/2021-12/31/2021	10/22/2021	619.83
6801	SPRINGBROOK HOLDING COMPANY LLC	SEPTEMBER CIVIC PAY TRANSACTION FEE	10/22/2021	547.60
6822	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	10/22/2021	51.18
Total for Department: 201 Water Admin				1,221.92
Department: 202 Water Production				
6703	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	10/15/2021	224.56
6710	AMAZON CAPITAL SERVICES	QNAP 10Gb Managed Swith 8 Port Gigabit	10/22/2021	74.80
6734	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	10/22/2021	3.65
6751	Highland Communication Services	Communication Services	10/22/2021	119.66
6762	Korte & Luitjohan Contr Inc	Vault Maintenance: Labor, Materials, Invoices-Supplies -	10/22/2021	16,467.89
6770	MCCLATCHY	Legal/Public Notice -Silver Lake Spillway-NOML: 9/1 & 9/8/21	10/22/2021	378.88
6784	PDC Laboratories Inc	Disinfectant/Disinfection Byproducts Pkg	10/22/2021	557.92
6809	The Kvik Konnection Printing Inc	Legal Printing - Pioneer - Water Division Notices 9/29/21	10/22/2021	45.00
6818	USA Blue Book	Ammonia Chemkey, Hach Monochloramine Chemkey, Hach Orthophosphat	10/22/2021	538.70
6819	Utility Service Co Inc	1,000,000 GST Ground Storage Tank - Quarterly	10/22/2021	22,841.00
6820	Vandevanter Engineering Inc	Sludge-Lift Station Rebuild	10/22/2021	20,300.00
6822	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	10/22/2021	93.05
6827	Water Solutions Unlimited	150' 3/8" TUBING, 3/8" FERRULES, LMI PUMP	10/22/2021	253.75
6829	WEX BANK	SEPTEMBER FUEL	10/22/2021	67.51
Total for Department: 202 Water Production				61,966.37
Department: 203 Water Distribution				
6703	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	10/15/2021	549.81
6710	AMAZON CAPITAL SERVICES	QNAP 10Gb Managed Swith 8 Port Gigabit	10/22/2021	48.01
6711	Ameren Illinois	Utilities	10/22/2021	28.17
6713	Aviston Lumber Company	2x4 - 16 Spruce Pine Fir # 2	10/22/2021	9.96
6751	Highland Communication Services	Communication Services	10/22/2021	4.48
6778	Northtown Auto & Tractor	Battery - Gold	10/22/2021	163.41
6790	Red E Mix LLC	4000 PSI O/S Flatwork, Sm Load Chg, Tic # 60134476	10/22/2021	632.50
6795	Schulte Supply Inc	1" Coppersetter, Ball Valve Inlet, Dual Check Valve Outlet 18" H	10/22/2021	3,192.19
6808	Teklab Inc	Coliform - Total Membrane Filter	10/22/2021	202.80
6809	The Kvik Konnection Printing Inc	Legal Printing - Pioneer - Water Division Notices 9/29/21	10/22/2021	45.00
6818	USA Blue Book	House Inspection Pressure & Flow Tester	10/22/2021	101.19
6822	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	10/22/2021	144.38
6829	WEX BANK	SEPTEMBER FUEL	10/22/2021	336.45
6831	Woodcrest Small Engine	General Labor for Tiller Repair	10/22/2021	33.20
Total for Department: 203 Water Distribution				5,491.55
Total for Fund:201 Water Fund				68,743.49
Fund: 301 Sewer Fund				
Department: 000 Balance Sheet Accounts				
6836	BRITTANY ANDERS	REFUND CHECK	10/27/2021	17.10
6837	HELEN AND CRAIG CHOLET BARRETT	REFUND CHECK	10/27/2021	10.85
6840	NATHAN DEMPSEY	REFUND CHECK	10/27/2021	17.10
6851	Unclaimed Property Division	UNCLAIMED PROPERTY	10/27/2021	19.69
Total for Department: 000 Balance Sheet Accounts				64.74
Department: 301 Sewer Admin				
6710	AMAZON CAPITAL SERVICES	QNAP 10Gb Managed Swith 8 Port Gigabit	10/22/2021	3.31
6711	Ameren Illinois	Utilities	10/22/2021	76.84
6734	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	10/22/2021	1.27
6801	SPRINGBROOK HOLDING COMPANY LLC	SEPTEMBER CIVIC PAY TRANSACTION FEE	10/22/2021	547.60
Total for Department: 301 Sewer Admin				629.02
Department: 303 Sewer Collection				
6703	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	10/15/2021	264.35
6710	AMAZON CAPITAL SERVICES	QTY 6 - GILADAN MEN'S 2-PACK WORKWEAR	10/22/2021	48.01
6711	Ameren Illinois	Utilities	10/22/2021	28.17
6713	Aviston Lumber Company	80# Pre Mix Concrete	10/22/2021	52.52
6751	Highland Communication Services	Communication Services	10/22/2021	4.47
6778	Northtown Auto & Tractor	Battery - Gold	10/22/2021	163.41
6790	Red E Mix LLC	4000 PSI O/S Flatwork, Tic # 60134446	10/22/2021	632.50
6795	Schulte Supply Inc	Blue Mkg. Paint, White Mkg. Paint,Blue Flags, White Flags,Wire	10/22/2021	323.32
6822	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	10/22/2021	30.00
6829	WEX BANK	SEPTEMBER FUEL	10/22/2021	336.45
6831	Woodcrest Small Engine	General Labor for Tiller Repair	10/22/2021	33.20
Total for Department: 303 Sewer Collection				1,916.40
Department: 304 Water Reclamation Facility				
6703	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	10/15/2021	857.30
6710	AMAZON CAPITAL SERVICES	QNAP 10Gb Managed Swith 8 Port Gigabit	10/22/2021	57.07
6720	Broadway Battery & Tire	Tire Repair - Skid Loader	10/22/2021	41.60
6744	Ferrellgas	285.9 GAL. PROPANE - 800 CHESTNUT ST	10/22/2021	540.35
6751	Highland Communication Services	Communication Services	10/22/2021	149.99
6755	Hydro-Kinetics Corporation	Service for Teledyne Isco 5800 Sampler.	10/22/2021	402.25
6778	Northtown Auto & Tractor	Oil Filter - Godwin 4" Pump	10/22/2021	16.48
6791	Reding Tire & Battery Inc	Tire Repair - Bobcat Skid Loader	10/22/2021	25.00
6792	Riechmann Bros., LLC	John Deere mower - Mower Blade	10/22/2021	56.49
6799	SOLENIS LLC	Praestol K279FLX Polymer	10/22/2021	7,190.60
6818	USA Blue Book	7x10 Caution Sign- Non-Potable Water, Brass Nipple, Utility Tray	10/22/2021	302.55

6822	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	10/22/2021	123.20
6829	WEX BANK	SEPTEMBER FUEL	10/22/2021	198.97
			Total for Department: 304 Water Reclamation Facility	9,961.85
Department: 305 WRF Pretreatment				
6733	KIMBERLY A. COLE	Pretreat. Consult, Compliance Report Reviews, Tech Report Analysis	10/22/2021	3,525.00
6803	Stinson Leonard Street	Professional Services - Clean Water Act Matters	10/22/2021	585.00
			Total for Department: 305 WRF Pretreatment	4,110.00
			Total for Fund:301 Sewer Fund	16,682.01
Fund: 401 Ambulance Fund				
Department: 000 Balance Sheet Accounts				
ACH PAID	CARDPOINT MERCHANT SERVICES	OCTOBER CREDIT CARD FEES	10/18/2021	301.99
			Total for Department: 000 Balance Sheet Accounts	301.99
Department: 401 Ambulance Fund				
6705	ZirMed INC.	MONTHLY MANAGEMENT FEE / REMITTANCE ADVICE ACCESS FEE	10/15/2021	280.26
6708	Airgas USA,LLC	OXYGEN	10/22/2021	81.16
6710	AMAZON CAPITAL SERVICES	QNAP 10Gb Managed Swith & Port Gigabit	10/22/2021	23.28
6719	Bound Tree Medical, LLC	EMS SUPPLIES	10/22/2021	1,959.27
6751	Highland Communication Services	HCS SERVICES - EMS	10/22/2021	284.13
6754	HUMANA	AMBULANCE REFUND	10/22/2021	197.99
6761	KLOSS FURNITURE	QTY 2 - STONEBRK FAB: COFFEE OT - ROCKER RECLINER	10/22/2021	1,199.98
6768	Mastercard	M95 FACE MASKS USED ON EMS CALLS	10/22/2021	206.81
6816	U.S. BANK EQUIPMENT FINANCE	COPIER LEASE/ USAGE	10/22/2021	194.71
6822	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	10/22/2021	260.62
6826	KENT WARREN	AMBULANCE REFUND	10/22/2021	265.00
6829	WEX BANK	SEPTEMBER FUEL	10/22/2021	228.09
6832	ZirMed INC.	MONTHLY MANAGEMENT FEE / REMITTANCE ADVICE ACCESS FEE	10/22/2021	143.55
6835	Zoll Data Systems Inc	HOSTED BILLING PRO - 3 YEAR (11/01/2021-11/30/2021) - QTY 125	10/22/2021	262.12
6851	Unclaimed Property Division	UNCLAIMED PROPERTY	10/27/2021	27.13
6852	NATHAN WAHL	REIMBURSEMENT FOR PARAMEDIC LICENSE RENEWAL	10/27/2021	40.00
			Total for Department: 401 Ambulance Fund	5,654.10
			Total for Fund:401 Ambulance Fund	5,956.09
Fund: 713 Solid Waste Fund				
Department: 000 Balance Sheet Accounts				
6836	BRITTANY ANDERS	REFUND CHECK	10/27/2021	20.85
6837	HELEN AND CRAIG CHOLET BARRETT	REFUND CHECK	10/27/2021	24.23
6840	NATHAN DEMPSEY	REFUND CHECK	10/27/2021	20.84
6851	Unclaimed Property Division	UNCLAIMED PROPERTY	10/27/2021	17.61
			Total for Department: 000 Balance Sheet Accounts	83.53
Department: 713 Solid Waste Fund				
6801	SPRINGBROOK HOLDING COMPANY LLC	SEPTEMBER CIVIC PAY TRANSACTION FEE	10/22/2021	273.80
6809	The Kwik Konection Printing Inc	LEGAL 09/15/2021 - ORDINANCE NO 3128 REFUSE SERVICE	10/22/2021	1,000.00
			Total for Department: 713 Solid Waste Fund	1,273.80
			Total for Fund:713 Solid Waste Fund	1,357.33
Fund: 801 Operating / Clearing Fund				
Department: 000 Balance Sheet Accounts				
6838	MARC BARTELS	UNCLAIMED PAYROLL CHECK	10/27/2021	24.17
6846	VICTORIA LYNN	UNCLAIMED PAYROLL CHECK	10/27/2021	46.59
6847	PARKER NUNGESSER	UNCLAIMED PAYROLL CHECK	10/27/2021	16.16
6848	CHRISTIAN SMITH	UNCLAIMED PAYROLL CHECK	10/27/2021	30.47
6849	ZACHARY SPENGLER	UNCLAIMED PAYROLL CHECK	10/27/2021	8.55
6853	RYAN WINTER	UNCLAIMED PAYROLL CHECKS	10/27/2021	21.63
			Total for Department: 000 Balance Sheet Accounts	147.57
			Total for Fund:801 Operating / Clearing Fund	147.57
			<b>Grand Total</b>	<b>\$ 680,617.34</b>

Accepted by City Council November 1, 2021

Mayor: \_\_\_\_\_

Clerk: \_\_\_\_\_