

**CONTRACT DOCUMENTS  
AND SPECIFICATIONS  
FOR  
CHAMPAIGN COUNTY FACILITIES  
ADA COMPLIANCE  
EXTERIOR CONCRETE AND ASPHALT WORK  
ITB #2016-005**

June 23, 2016

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## **SECTION 1 - LEGAL AND PROCEDURAL DOCUMENTS**

### **SECTION 1.1 NOTICE TO CONTRACTORS**

The Owner will receive sealed Bids for furnishing of all materials and labor for the Champaign County Facilities ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005, Urbana, Champaign County, Illinois.

The Owner is:  
Champaign County  
1776 East Washington Street  
Urbana, Illinois 61802  
Phone: 217-384-3776  
Fax: 217-384-3896

The Engineer is:  
Berns, Clancy and Associates, P.C.  
Engineers • Surveyors • Planners  
405 East Main Street  
Post Office Box 755  
Urbana, IL 61803-0755  
Phone: 217-384-1144  
Fax: 217-384-3355

Sealed Bids will be received until 2:00 p.m. prevailing time on July 28, 2016 at the Brookens Administrative Center, Lyle Shields Meeting Room at which time and place all bids will be publicly opened and read aloud.

The Contract Documents may be examined at the offices of the Engineer during normal business hours.

Only Plan Holders of Record that register and obtain documents from the Engineer may submit bids for this project. To register and request documents, email [projects@bernsclancy.com](mailto:projects@bernsclancy.com) or call 217-384-1144 to provide contact information and remit payment in the amount of \$20. A complete set of bid documents (plans and specifications) in pdf format will be emailed. Plan Holders may then make print copies as desired. Additionally, non-refundable paper copies of the documents may be secured from the Engineer by remitting \$40 for each set of Project Specifications; \$100 for each set of full size Project Plans, and / or \$30 for each set of half size Project Plans. Payment for each set shall be made in currency or by check, bank draft, or money order payable to Berns, Clancy and Associates. Each such payment will not be refunded. Partial sets of documents will not be provided.

Each bid must be accompanied by a Bid Bond, bank cashier's check, or properly certified check in the amount of \$7,500. A Contract Bond in the total amount of 100% of the contract price with a corporate surety approved by the Owner will be required for the faithful performance of the contract.

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**ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005**  
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Project Description: This project consists of all labor, materials, equipment and incidentals to construct exterior concrete, asphalt and other miscellaneous work to meet current ADA standards at up to six (6) Champaign County Facility sites. The sites include the Champaign County Courthouse; Champaign County Nursing Home; Brookens Administrative Center; ILEAS; METCAD; and the Juvenile Detention Center in Urbana, Illinois.

The Contractor shall be required to provide certificates of insurance as indicated in the documents.

The Contractor will be required to comply with all Federal, State and Municipal laws and regulations, including those related to discrimination, prevailing wage, safety, bid-rigging, human rights, preferential employment of Illinois labor and equal opportunity employment.

Champaign County may elect to award the work for any number of the six (6) sites from one (1) through all six (6) at its sole convenience and prerogative.

Champaign County reserves the right to reject any and all bids, to waive any formalities or inconsistencies in the bids, to reduce the scope of work to accommodate the project budget, to accept any proposals which it deems most favorable, or to continue the letting from time to time as deemed in the best interest of the Owner.

Bids may be held by Champaign County for a period not to exceed 45 days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding the contract.

A Pre-Bid Conference will be held for the project on Thursday, July 14, 2016 at 2:00 p.m., in Brookens Administrative Center, Lyle Shields Meeting Room.

Dated June 23, 2016

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Dana Brenner, Facilities Director

## **SECTION 1.2 INSTRUCTIONS TO BIDDERS**

**Proposal Requirements.** The attention of the Bidders is directed to Check Sheet LRS6 of the Supplemental Specifications and Recurring Special Provisions, which contains Proposal requirements and conditions that must be satisfied by all Bidders, except that Proposal Guaranty shall not be less than \$7,500.

**Defined Terms.** Terms used in these Instructions To Bidders, which are defined in the General Conditions, have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, responsive responsible Bidder to whom Owner (on basis of Owner's evaluations as hereinafter provided) makes an award.

**Pre-Bid Conference.** A Pre-Bid conference will be held for the project on Thursday, July 14, 2016 at 2:00 p.m., in Brookens Administrative Center, Lyle Shields Meeting Room.

**Copies of Bidding Documents.** Complete sets of the Bidding Documents in the number and for the sum stated in the Advertisement for Bids may be obtained from the Engineer. Complete sets of the 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. Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

**Competency of Bidders.** The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish Owner all such information and data for this purpose as Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy Owner that such Bidder is properly qualified to carry out the obligations of the agreement and to complete the Work contemplated herein.

**Qualifications of Bidders.** To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within 5 days after the day of the Bid opening, written evidence of the following:

Contractor Qualifications Form (found in Section 4).

Details of any litigation or arbitration in which the Bidder has been a plaintiff or a defendant involving any Owner, architect, or Engineer for a Project in which the Bidder was a prime contractor or subcontractor.

Prequalification certificates for any State agency or department, which the Bidder holds.

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The names and addresses of major material suppliers and subcontractors for the Project.

Uncompleted Contracts awarded to him, and all low Bids pending award for federal, state, county, municipal, or private work.

**Disqualification of Bidders.** Any one or more of the following causes may be considered as sufficient for the disqualification of Bidder and the rejection of his Bid:

Any one or more of the reasons set forth in Check Sheet LRS6.

Lack of competency as revealed by financial statement or experience investigations, which the Owner may choose to make.

Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.

Uncompleted Work which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional Work.

**Prequalification of Bidders.** The Owner will not require prequalification of Bidders, as set forth in Check Sheet LRS6 of the Supplemental Specifications and Recurring Special Provisions. Before award is made, the Bidder may be required to furnish an outline of his / her plans for conducting the Work. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within 5 days after the day of the Bid opening, further evidence of his capabilities, as requested by the Owner.

**Bid-Rigging Certification.** The attention of the Bidders is directed to Public Act 85-1295. By submission of a Bid for the Project, the Bidder certifies that he is not barred from bidding on the Contract as a result of a conviction or the violation of state laws prohibiting bid rigging or bid rotating in accordance with Section 33E-11 of the Illinois Criminal Code.

**Interpretation of Estimated Quantities.** For Bidder's convenience, Engineer has provide a short listing of major quantities to generally describe the work at each potential work site. Bidder, however, must satisfy himself of the actual scope and detail of quantities of work by examination of the site and a review of the Plans and Contract Documents including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or of the nature of the Work to be done. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve the Bidder from any obligation in respect to this Bid.

**Examination of the Site.** Arrangements to visit and examine the site as necessary may be made by contacting Dana Brenner, Champaign County Facilities Director, phone: 217-384-3765 ext. 2143.



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**Interpretations and Addenda.** The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or the Engineer or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions of the Contract.

All questions about the meaning or intent of the Contract Documents or apparent discrepancies in the Contract Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents.

Questions received less than 5 days prior to the date for opening of Proposals may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Proposal Documents as deemed advisable by Owner or Engineer. Any Addenda issued during the pre-bid period shall be included in the Proposal, shall become a part of the Contract Documents, and shall be acknowledged on the Bidder's Proposal Form.

**Compliance With Legal Requirements.** Bidder shall comply with any laws, ordinances and requirements or regulations of the State of Illinois, Federal government or other authority having jurisdiction over the Work, including those related to prevailing wage, safety, human rights, preferential treatment of Illinois labor, preferential treatment of veterans, equal opportunity employment, and discrimination.

Attention of Bidders is directed to "An Act Regulating Wages of Laborers, Mechanics, and Other Workmen Employed Under Contracts for Public Work" enacted by the 62nd General Assembly, approved June 26, 1941, as amended to date, and in accordance herewith there shall be paid to each workman engaged in Contract work, not less than the prevailing wage including fringe benefits as determined by the Secretary of Labor. Bidders shall be subject to any change in rates which may be effective at the time the Contract is awarded.

Attention of Bidders is directed to the provisions of the Fair Employment Practices Act of the State of Illinois approved July 1, 1961, as amended to date, and particularly the provisions of Section 4 thereof, concerning Public Contracts. The Contract which is to be entered into shall be conditioned as provided by law.

Attention of Bidders is directed to the provisions of the Illinois Human Rights Act of the State of Illinois approved December 6, 1979, and particularly the provisions of Section 2-501 thereof, concerning Public Contracts. The Contract which is to be entered into shall be conditioned as provided by law.

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**Contents of Proposal Form.** All Proposals shall be made on the Contract Documents furnished by the Owner and shall specify in ink, or typewritten, the lump sum prices set opposite each item of Work, and the total amount for which all of the Proposal Work will be done. The Proposal Form must be fully completed and executed when submitted. Only one (1) copy of the Proposal Form is required. Only sealed Proposals will be considered.

All papers bound with or attached to the Proposal Form are considered a part thereof and must not be detached or altered when the Proposal is submitted. The Plans, Specifications and other documents designated in the Proposal Form, including any addenda officially issued by the Owner, will be considered a part of the Proposal whether attached or not.

If the Bid is made by an individual, his or her name and post office address shall be shown. If made by a firm, joint venture, or partnership, the name and post office address of each member of the firm, joint venture, or partnership shall be shown. If made by a corporation, the Bid shall show the names, titles, and business addresses of the president, secretary, and treasurer, and the seal of the corporation shall be affixed and attested by the secretary. The bid form must be fully completed and executed when submitted.

**Proposal Guaranty.** Each Proposal shall be accompanied by a Bid Bond, bank cashier's check, or properly certified check as a Proposal Guarantee, in an amount of \$7,500, payable without condition to the Owner as a guaranty that the Bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the Proposal and the other Contract Documents, and will furnish good and sufficient bond for the faithful performance of the work.

As soon as the Proposals have been compared, and the project awarded, the Owner shall return the Proposal Guarantees of all except the two (2) lowest responsible Bidders. The Proposal Guarantees of the two (2) lowest bidders will be held until receipt of a signed Contract and Contract Bond. When the Contract is executed, the Proposal Guarantee of the remaining Bidder shall be returned. The Proposal Guarantee of the successful bidder will be retained until the Contract Bond has been executed and approved, after which it will be returned.

**Delivery of Proposals.** Proposals shall be sealed in envelopes and marked **Proposal for the Champaign County Facilities ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005** and shall be received until 2:00 p.m. on July 28, 2016, at the Brookens Administrative Center, Lyle Shields Meeting Room, and then at said place and time publicly opened and read aloud.

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**Proposals Sent By Mail.** Proposals sent by mail or delivery service shall be sealed in a second or outer envelope and addressed to:

Attn: Dana Brenner  
Champaign County  
1776 East Washington Street  
Urbana, Illinois 61802

and the envelope marked: **Contains A Proposal For The Champaign County Facilities ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005.**

**Opening of Proposals.** Proposals will be opened at the time and place specified hereinabove. Any bid received after the time and date specified will not be considered and will be returned to the Bidder unopened. Bidders, their authorized agents and interested parties are invited to be present at the opening of the Proposals.

**Alternative Bids.** No alternative Bids will be considered unless alternative Bids are specifically requested by the Specifications and Contract Documents.

**Right to Accept or Reject Proposals.** Proposals may be rejected as improper and informal if they show omissions, alterations, erasure, additions not called for, conditional Bids or irregularities of any kind. The Owner reserves the right to waive technicalities, reject any or all Proposals, re-advertise for Proposals to perform the Work, if, in the judgment of the Owner the interest of the Owner will be enhanced thereby. A conditional, or qualified Proposal will not be accepted. All Bids and accompanying data must be submitted in conformity with, be based upon and be subject to all the requirements of the Contract Documents. The Bidder's total Proposal for completing those improvements and Project alternatives which the Owner shall elect to award, shall be used in determining the apparent low Bidder.

**Consideration of Proposals.** After the Proposals are opened and read, they will be compared on the basis of the summation of the lump sum bid prices shown in the Proposal Schedule. In the event of a discrepancy between Contract Unit Prices and extensions, the Contract Unit Price shall govern. In the event of discrepancy between the indicated sum of any column and the actual sum thereof, the discrepancy will be resolved in favor of the correct sum. In awarding Contracts, the Owner will, in addition to considering the amounts stated in the Proposals, take into consideration the responsibility of the various Bidders as determined from investigations which it may elect to make. Owner reserves the right to reject any Proposal if the evidence submitted by, or investigation of, Bidder fails to satisfy Owner that the Bidder is properly qualified to carry out the obligations of the agreement and to complete the Work contemplated therein.

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**Bid Withdrawal.** Any Bid may be modified or withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 45 calendar days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

**Notification to Successful Bidder.** The successful Bidder will be notified by the Owner by mail, as soon after the opening of Proposals as practicable, but within 45 calendar days of the date of opening of Bids.

**Contract Bond.** The successful Bidder, simultaneously with the execution of the Contract, will be required to furnish a Contract Bond in an amount equal to 100% of the Contract Amount and said Bond shall be secured from a surety company satisfactory to the Owner. The form of Bond the successful Bidder will be required to execute is included in the Contract Documents.

Attorneys-in-fact who sign Bid Bonds and Contract Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

**Insurance.** The Contractor, prior to the execution of the Contract, shall file with Owner a copy of a completed Certificate Of Insurance satisfactory to the Owner, to afford protection against all claims for Worker's Compensation, damages to public or private property, inquiries to persons arising out of and during the progress of the Work to its completion and other insurance as set forth by the Contract Documents. The policy of insurance shall include the Owner as an additional insured or provide separate coverage with an Owner's Protective Policy. The minimum amounts of insurance shall be as set forth in the General Special Provisions.

**Execution of Contract.** The Champaign County Board will consider the Bids at their August 18, 2016 Meeting. The Notice of Award will be issued following approval of award of the project. The successful Bidder will be required to execute the Contract, obtain adequate insurance coverage, and obtain the Contract Bond within fifteen (15) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Contract and Contract Bond forms. In case of failure of the Bidder to execute the Contractor to provide acceptable insurance coverage or Contract Bond, the Owner may, at his option, consider the Bidder in default, in which case the Proposal Guaranty accompanying the Proposal shall become the property of the Owner.

The Owner, within thirty (30) days of receipt of acceptable Contract Bond, evidence of proper insurance, and Contract signed by the party to whom the Contract was awarded, shall sign the Contract and return to such party an executed copy. Should the Owner not execute the Contract within such period, the Bidder may, by written notice, withdraw his signed Contract. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

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**Notice to Proceed.** The Notice to Proceed shall be issued within fifteen (15) days of the execution of the Contract by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the fifteen (15) day period or within the period mutually agreed upon, the Contractor may terminate the Contract without further liability on the part of either party.

**Contract Time.** The Commencement Date for all Work contained in the Contract is August 31, 2016.

The Substantial Completion Date for all Work contained in the Contract is September 30, 2016, as set forth in the Instructions To Bidders.

**Payment to the Contractor.** Payment shall be made monthly from invoices submitted to the Engineer by the Contractor. Payments will be made by check; no payments will be made with bonds.

**Liquidated Damages.** Provisions for Liquidated Damages are set forth in the Contract Documents and in the Agreement.

The Contract Documents, including the Instructions to Bidders, General Specifications, Technical Specifications, Bidding and Contract Documents and Plans, contain the provisions required for the construction of the Project. Information obtained from an officer, agent or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him / her from fulfilling any of the conditions of the Contract.

The low Bidder shall supply the names and addresses of major material Suppliers and Subcontractors when requested to do so by the Owner.

A Notice of Award will be furnished to the low, responsive, responsible Bidder within 45 calendar days after the bid opening to the lowest qualified Bidder whose bid meets the qualifications presented in these Specifications.

The party to whom the Contract is awarded will be required to execute the Contract Forms, obtain adequate insurance coverage and obtain the Contract Bond within 15 calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Contract Forms and Bond forms. In case of failure of the Bidder to execute the Contract, the Owner may at his / her option consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.

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The Owner within 15 days of receipt of acceptable Contract Bond and Contract signed by the party to whom the Contract was awarded shall sign the Contract and return to such party an executed duplicate of the Contract. Should the Owner not execute the Contract within such period, the Bidder may by Written Notice withdraw the signed Contract. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued within 15 days of the execution of the Contract by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the 15 day period or within the period mutually agreed upon, the Contractor may terminate the Contract without further liability on the part of either party.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the contract throughout.

All time limits designated as days within these documents shall be interpreted to mean calendar days.

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## **SECTION 2 – GENERAL SPECIFICATIONS**

### **SECTION 2.1      CORRELATION OF CONTRACT DOCUMENTS**

**Standard Specifications.** The Project shall be governed by the General Requirements and Covenants of the "Standard Specifications for Road and Bridge Construction" adopted April 1, 2016 by the Illinois Department of Transportation as amended by the "Supplemental Specifications and Recurring Special Provisions" adopted April 1, 2016, except as noted below. In case of conflict, the following General Specifications shall govern.

The Project Work shall be governed by the "Standard Specifications for Road and Bridge Construction" adopted April 1, 2016 by the Illinois Department of Transportation as amended by the "Supplemental Specifications and Recurring Special Provisions" adopted April 1, 2016, except as noted below. In case of conflict, the following General Specifications shall govern. These specifications are hereafter referred to as "Standard Specifications". These Contract Documents contain modifications and additions to the Standard Specifications for Road and Bridge Construction. In case of conflict, these Contract Documents shall govern.

Where in the Plans or the Contract Documents the term "Standard Specifications" is referred to, it shall be understood to mean the above-referenced specifications.

**Traffic Control Devices and Other Traffic Control Items.** The latest edition in effect on the date of issuance of the Contract Documents of the "Manual on Uniform Traffic Control Devices" prepared or adopted by the Illinois Department of Transportation, shall govern all items and requirements relating to the application of traffic control devices, traffic safety, and traffic control within or around the construction site.

**Highway Standards.** "Highway Standards" prepared by the Illinois Department of Transportation provide typical details of standard designs of various appurtenances which may be referenced in the Plans and which supplement the Standard Specifications. The Highway Standards applicable to and included in this project are referenced by standard number and are listed on the Plans. In the event of a conflict between and Illinois Department of Transportation Highway Standard and a detail shown of the Plans, the more stringent requirement shall prevail.

**Water and Sewer Main Standards.** The "Standard Specifications for Water and Sewer Main Construction in Illinois", Seventh Edition, 2014, shall govern the Project with regard to construction specifications for water line, sanitary sewer force main, casing pipe, and sanitary sewer construction. In case of conflict, these Contract Documents shall govern.

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**Sources for Copies of Standards.** Copies of the “Standard Specifications for Road and Bridge Construction”, the “Supplemental Specifications and Recurring Special Provisions”, and the “Manual on Uniform Traffic Control Devices” can be obtained from:

The Illinois Department of Transportation  
2300 South Dirksen Parkway  
Springfield, Illinois 62764

Copies of the “Standard Specifications for Water and Sewer Main Construction in Illinois” can be obtained from the following:

Illinois Society of Professional Engineers  
100 East Washington Street  
Springfield, Illinois 62701

Illinois Municipal League  
500 East Capital Avenue  
Post Office Box 5180  
Springfield, Illinois 62705-5180

**Plans Included in Contract.** The Plans are an integral part of the Contract Documents and are included in these Documents by reference. The Plans are titled: “Champaign County Facilities ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005, Urbana, Champaign County, Illinois”, and were prepared by Berns, Clancy and Associates, P.C., dated June 23, 2016.

The Plans include work to be performed by the Contractor.

**Standard Drawings.** To the extent that they are applicable, standard drawings included in the “Standard Specifications for Water and Sewer Main Construction in Illinois” shall be considered as a part of the drawings included in the Construct Documents for this Work.

## **SECTION 2.2 LOCATION AND DESCRIPTION OF THE PROJECT**

**Project Location:** This project will consist of work to be performed at up to six (6) sites. The sites include the Champaign County Courthouse; Champaign County Nursing Home; Brookens Administrative Center; ILEAS; METCAD; and the Juvenile Detention Center in Urbana, Illinois.

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**Project Description:** This project consists of all labor, materials, equipment and incidentals to construct exterior concrete, asphalt and other miscellaneous work to meet current ADA standards at up to six (6) Champaign County Facility sites. The sites include the Champaign County Courthouse; Champaign County Nursing Home; Brookens Administrative Center; ILEAS; METCAD; and the Juvenile Detention Center in Urbana, Illinois.

The work shall include all labor, materials, tools, equipment and incidentals necessary for the proper execution and completion of the Project as shown on the Plans and as specified in the Contract Documents. It shall also include all work not specifically mentioned in the Contract Documents which is properly inferable and necessary for the completion of the Project, including carrying out all duties and obligations imposed upon the Contractor by the Contract Documents.

## **SECTION 2.3      DEFINITION OF TERMS**

In addition to the terms defined in the General Specifications, whenever the following terms are used, their intent and meaning shall be interpreted as follows:

### **Abbreviations**

AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
ANSI	American National Standards Institute
AREA	American Railway Engineering Association
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASLA	American Society of Landscape Architects
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
AGCI	Associated General Contractors in Illinois
ESDA	Emergency Services and Disaster Agency
FHWA	Federal Highway Administration
FSS	Federal Specifications and Standards of the General Services Administration
IDOL	Illinois Department of Labor
IDPH	Illinois Department of Public Health
IDOT	Illinois Department of Transportation
IEPA	Illinois Environmental Protection Agency
ISPE	Illinois Society of Professional Engineers
MSS	Manufacturers Standardization Society

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NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NSF	National Sanitation Test Laboratory Foundation
OSHA	Occupational Safety and Health Act
OSFM	Office of the State Fire Marshall
SAE	Society of Automotive Engineers
UL	Underwriters Laboratories
USASI	United States of America Standards Institute

**Addenda** - Written or graphic instruments issued prior to the opening of bids which clarify, correct, interpret, or change the bidding documents or the Contract Documents.

**Advertisement** – The public announcement, as required by law, inviting bids for the equipment to be purchased, materials to be furnished, or the items to be constructed.

**Agreement** - The written Agreement or Contract between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

**Application for Payment** - The form accepted by the Engineer which is to be used by the Contractor in requesting progress or final payments and which is to include such supporting documentation as required by the Contract Documents or the Owner.

**Asbestos** – Any material that contains more than one percent (1%) asbestos and is friable or is releasing asbestos fibers into the air above current actions levels established by the United States Occupational Safety and Health Administration.

**Award** – The decision of the Owner in the form of a letter of intent to accept the proposal of the lowest responsible bidder for the work, subject to the approval and execution of a satisfactory contract by the Owner, receipt of a bond to secure the performance thereof, and compliance with such other conditions as may be specified or otherwise required by law.

**Bid** – The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed, accompanied by all required supporting materials.

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

**Bidding Documents** - The advertisement or invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids)

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**Bidding Requirements** - The advertisement or invitation to Bid, Instructions to Bidders, and the Bid Form.

**Bonds** - Bid, Contract Bonds and other instruments of security.

**Calendar Day** - Every day shown on the calendar.

**Cataclysmic Event** – An occurrence, caused exclusively by any of the irresistible forces of nature, that is an unexpected, singular event without continued, persistent existence or that is irregularly predictable. The event must occur without the involvement of human causative action, and must not be preventable or capable substantial limitation in its impact by application of human care, skill or foresight. Cataclysmic events include earthquakes, floods, flash floods of surface water caused by heavy rains and runoff water, tornadoes or other cataclysmic phenomena of nature.

**Change Order** - A document recommended by Engineer, which is signed as approved by Contractor and the Owner which authorizes an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Contract, which serves as a written amendment to the Contract Documents.

**Codes** – Codes are rules, regulations, or statutory requirements of government agencies.

**Completion** - The Work as described on the Plans, Specifications and Contract Documents has been accomplished in its entirety, including all restoration work, clean-up work, corrective work, and required submittal of all documentation. All items which require correction due to final inspection ("punch list items") shall be corrected or reconstructed in their entirety before completion of the project. The Work is not complete if any item of Work of any type remains to be accomplished or if the Contractor has not submitted any required documents, including but not limited to operator's manuals, Shop Drawings and other documents essential for completion or maintenance of the Work, or if Contractor has not completed any of the "punch list" items, or has not completed any obligation imposed on Contractor by the Contract Documents.

**Contract Documents** – The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award), Notice to Proceed, the Contract Bond, these General Specifications, the Standard Specifications, the Technical Specifications, and the Drawings as the same are more specifically identified in the Agreement, together with all written Amendments, Work Change Directives, Field Orders, Change Orders, and Engineer's written interpretations and clarifications issued pursuant to these General Specifications on or after the Effective Date of the Agreement. Shop Drawings and Submittals are not Contract Documents.

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**Contract Price** - The monies payable by Owner to Contractor under the terms of the Contract Documents as stated in the Contract.

**Contract Time** — The number of days or dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation for final payment.

**Contractor** — The person, firm or corporation with whom Owner has entered into the Agreement.

**Defective** – An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.

**Drawings** – The drawings which show the character and scope, extent and character of the Work to be furnished and performed by Contractor and which have been prepared and approved by Engineer and are referred to in the Contract Documents. Shop Drawings are not Drawings as defined. When the word "Plans" is used in the Standard Specifications for Road and Bridge Construction or other parts of the Contract Documents, it shall have the same meaning as "Drawings".

**Effective Date of the Agreement** – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two (2) parties to sign and deliver.

**Engineer** - Berns, Clancy and Associates, P.C. or their designated representative.

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

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

**Fabricated** – Fabricated pertains to items specifically assembled or made of selected materials or components to meet individual design requirements.



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**Field Order** - A written order issued by Engineer which orders minor changes in the Work in accordance with the Contract Documents, but which does not involve a significant change in the Contract Price or the Contract Time. A Field Order may also be issued to respond to unforeseen site conditions or to respond to an emergency, which involves more significant revisions to the Work, and will provide evidence that the parties expect that the change documented by the Field Order will be incorporated into a subsequently issued Change Order.

**Flood** – A flood shall be deemed to have occurred when rainfall exceeds 5 inches during any 24 hour period or 4 inches during any 12 hour period.

**Force Main** – A pipe constructed or used to carry sewage under pressure.

**General Requirements** - Sections of the General Conditions and Specifications.

**Hazardous Waste** – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

**Inspector** – The authorized agent of the Owner assigned to make detailed observations of any or all portions of the Work.

**Laws and Regulations; Laws or Regulations** - Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

**Laboratory** - An established testing laboratory approved by the Engineer.

**Liens** - Liens, charges, security interests or encumbrances upon real property or personal property.

**Local Public Agency** – Champaign County, 1776 East Washington Street, Urbana, Illinois 61802..

**Manhole** – A vertical enclosed structure providing access to a pipeline or other structure.

**Manufactured** – Manufactured means standard units, usually mass produced by an established manufacturer of the respective item.

**Milestone** – A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

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**Notice of Award** - The written notice by the Owner to the apparent successful Bidder stating that upon completion by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, the Owner will sign and deliver the Contract.

**Notice to Proceed** - A written notice given by the Owner to the Contractor (with a copy to the Engineer) fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.

**Owner** – Champaign County, 1776 East Washington Street, Urbana, Champaign County, Illinois 61802.

**Partial Utilization** - Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

**Pay Item** - A specifically described unit of Work for which a price is provided in the contract.

**Petroleum** – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

**Plans** - The approved plans, profiles, typical cross sections, working drawings, and supplemental drawings, or exact reproductions thereof, which show the location, character, dimensions, and details of the work to be done.

**Plumbing** – Plumbing shall be as defined in the latest adopted Illinois State Plumbing Code, copies of which are available from the Illinois Department of Public Health, Division of Engineering and Sanitation.

**Project** – The total construction of which the Work will be provided under the Contract Documents may be the whole, or a part, as indicated elsewhere in the Contract Documents.

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

**Radioactive Material** - Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 201) as amended from time to time.

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**Resident Inspector / Resident Project Representative** – The authorized representative of the Owner who may be assigned to the site or any part thereof.

**Samples** – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish standards by which such portion of the Work will be judged.

**Sanitary Sewer** – Any sewer constructed or used for the purpose of carrying waterborne waste.

**Shop Drawings** - All drawings, diagrams, illustrations, schedules, catalogue cuts, and other data which are specifically prepared by or for the Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

**Specifications** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and Workmanship as applied to the Work, and certain administrative details applicable thereto.

**Standards** - Standards are requirements set by authorities, custom or general consent and established as accepted criteria.

**Storm Sewer** – A sewer constructed or used for carrying stormwater or subsurface water to a stormwater outlet.

**Subcontractor** - An individual, firm or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

**Substantial Completion** - The Work has progressed to the point where, in the opinion of Engineer, it is sufficiently complete, in accordance with the Contract Documents, so that the Work is ready for semi-final payment. The term "Substantial Completion" does not mean "Completion".

**Supplier** – A manufacturer, fabricator, distributor, material man or vendor having a direct contract with Contractor or any subcontractor to furnish material or equipment to be incorporated into the work as well as any person or organization which provides materials or equipment for the Work, including those items fabricated to a special design, but who does not perform labor at the site.

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**Underground Facilities** - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.

**Unit Price Work** - Work to be paid for on the basis of unit prices. There is no unit price work in this Contract.

**Utility** - The privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned fire and police signal systems and street lighting systems, which directly or indirectly serve the public or any part thereof. The term "utility" shall also mean the utility company, inclusive of any wholly owned or controlled subsidiary.

**Water Main** – A pipe constructed or used to carry potable water under pressure.

**Water Service Line** - That line connected to the water main which delivers potable water to the user's facilities.

**Work** - The entire completed project includes delivering and furnishing the equipment, labor, tools, materials and other incidentals to the site and providing technical service to Owner for installation of the equipment and successful completion of the project improvements and the various separately identifiable parts thereof required to be furnished under the Contract Documents.

**Work Change Directive** – A written directive to Contractor, issued on or after the Effective Date of the Agreement and signed by Owner, ordering an addition, deletions, or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed. A Work Change Directive may make a minor change in the Contract Price and will not change the Contract Times.

**Written Amendment** - A written amendment of the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement and normally dealing with the non-engineering or nontechnical rather than strictly construction-related aspects of the Contact Documents.

**SECTION 2.4      GUARANTY PERIOD**

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

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in the Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 1 year from the date of final acceptance of the Work.

If, within 1 year after the date of final acceptance 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, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or, if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by Contractor.

**SECTION 2.5      CONSTRUCTION COMPLETION AND TIME LIMIT FOR THE PROJECT**

The Contractor shall complete the entire Project within 40 calendar days excluding seeding. Liquidated damages shall be specified in Article 108.09 of the Standard Specifications and shall be in the amount of \$750 for each calendar day past the contract time limit for Project completion. The Contract Time may be changed only by written Change Order.

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Time is of the essence to the Contract. All time limits designated as days within these documents shall be interpreted to mean Calendar Days. The liquidated damages for failure to complete the Contract on time are approximate, due to the impracticality of calculating and providing actual delay costs. Should the Contractor fail to complete the work stipulated in the Contract on or before the completion date stipulated in the Contract or within such extended time as may have been allowed, the Contractor shall be liable to the Owner in the amount specified above for each calendar day, not as a penalty but as liquidated damages for each day of overrun in the Contract time or such extended time as may have been allowed. The Owner will deduct these liquidated damages from any monies due or to become due to the Contractor from the Owner.

**SECTION 2.6 CONSTRUCTION SCHEDULE**

Time is an essential element of the Contract and the Engineer will be monitoring the Contractor's progress toward completion. Pursuant to the goal of timely completion, the Contractor shall submit to the Engineer for review, within ten (10) calendar days after Notice to Proceed is issued, a feasible progress schedule showing the order in which the Contractor proposes to carry on the Work, the dates on which he will start controlling items and number of crews to be utilized in the performance of this specified work, and the contemplated dates for completing same.

The Contractor shall submit an updated construction schedule to the Engineer with every partial payment request. It shall show how the work of the Contractor is progressing in relation to the original construction schedule and in relation to the dates for completion stated in the Agreement. Progress payments to the Contractor may be withheld by the Owner until an updated schedule is received and reviewed by the Engineer.

In the sole judgment of the Engineer, if the Contractor has failed to comply with his approved progress schedule, the Contractor shall submit a revised project schedule when requested to do so by the Engineer. The revised schedule shall show how he proposes to prosecute the balance of the Work. The Contractor shall submit a revised progress schedule within ten (10) calendar days after the date of the request by the Engineer. The Contractor shall make every progress schedule submitted by him consistent with all Contract requirements regarding the order of performance of portions of the Work. No payment will be made to the Contractor while he is delinquent in the submission of the progress schedule.

The Contractor shall use all practicable means to make the progress of the Work conform to that shown on the progress schedule which is in effect. If the Contractor falls behind the scheduled progress, he shall take such steps as may be necessary to improve his progress. In the event of his failure to do so, the Engineer may request him to increase any and all of his forces, shifts, days or hours of work, and construction plans so as to improve his progress as required by the schedule, without additional cost to the Owner.

**SECTION 2.7      PRE-CONSTRUCTION MEETING**

The Contractor shall meet with the Engineer and the Owner's Representative after the agreement is signed but before any work on the project is started. This meeting shall be arranged by the Engineer and shall take place at the project site unless other arrangements are made. The purpose of this meeting is to make sure that the Contractor fully understands the intention and full import of the Contract Documents, and to answer any questions the Contractor may have, or clarify any apparent discrepancies he has noted.

The Contractor shall submit his Construction Schedule at this meeting, which the Engineer shall examine for feasibility. The Contractor shall abide by any changes in such work scheduled deemed necessary by the Owner and Engineer. At this time, the Contractor shall also submit his schedule for submission of shop drawings and his anticipated schedule of payments.

The Contractor shall submit his Traffic Control Plan at this meeting, and the Engineer and Owner shall examine it for feasibility. The Contractor shall abide by any changes to the Plan deemed necessary by the Owner and the Engineer. The Contractor and Owner shall also review the Storm Water Pollution Prevention Plan (SWPPP) at this meeting, if required.

**SECTION 2.8      STRUCTURES AND UTILITIES ENCOUNTERED**

The Contractor shall comply with Article 105.07 of the Standard Specifications and the following additional provisions.

The Contractor is advised that various underground and surface utilities and structures may or may not be shown on the Plans. The locations and dimensions of such facilities where shown, do not purport to be absolutely correct. Such facilities are plotted on the Plans for the information of the Contractor, but information so given is not to be construed as a representation that such facilities will be found or encountered exactly as plotted. Other utilities and structures also may be encountered which are not shown on the Plans. The Owner or its Engineer assumes no responsibility whatever in respect to the sufficiency or accuracy of the information shown in the Plans relative to the presence or location of such facilities.

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The Contractor shall maintain in operating condition all utilities encountered in the Work. The Contractor shall be entirely responsible for all damages to water pipes; electrical conduits; existing drains or sewers; gas pipes; and poles carrying electrical current, telephone or cable television lines, during the prosecution of the Work and shall be liable for damages to public or private property resulting therefrom, which amount may be deducted from any monies due him for Work done. Any damage to existing utilities as a result of the Contractor's construction operations shall be repaired to the satisfaction of the utility owner at the Contractor's expense, whether or not said utilities are shown on the Plans.

Before beginning Work, it shall be solely the Contractor's responsibility to coordinate with the utility owners and to determine the actual location of all such facilities. He shall also obtain from the respective utility companies detailed information relative to the location of their facilities and the working schedules of the utility companies for removing or adjusting them.

For field locations of all public utilities call "JULIE" at 800-892-0123. Also contact the Owner for private utility locations.

Utilities which are within the limits of the Project and which interfere with the proposed construction are to be moved or removed, as shown on the Plans, at no cost to the Contractor except as otherwise provided for in the Standard Specifications, Specifications, or as noted in the Plans.

It is understood and agreed that the Contractor has considered in his bid all of the known, and otherwise unknown, permanent and temporary utility appurtenances in their present or relocated position and that no additional compensation will be allowed for any delay, inconvenience or damage sustained to him due to any interference from the said utility appurtenances or the operation of moving them either by the utility companies or by him; or for any special construction methods or sequences required in prosecuting his Work due to the existence of said appurtenances either in their present or relocated positions.

The Contractor shall care for and maintain all sewers, drains, drainage ditches, water and gas mains, conduits, culverts, building and foundations encountered, together with the services thereon, and shall maintain or otherwise provide for the service of water, gas, electricity and other utilities disturbed. Whenever such structures are interfered with, the Contractor shall, if necessary, provide temporary water, gas, sewer or other pipes necessary to maintain such services. Where necessary, existing inlets, etc. shall be protected, removed or replaced or reconstructed. The Contractor shall promptly repair building connections and services including septic tanks and their seepage fields, if broken. In case such repairs are not made promptly or satisfactorily, the Owner may have the repairs made and may deduct the cost thereof from any moneys due or to become due to the Contractor.



## **SECTION 2.9      SUBSURFACE INVESTIGATION**

When the Plans or Specifications include information pertaining to subsurface exploration, boring, test pits and other preliminary investigation, such information represents only the best knowledge of the Owner as to the location, character or quantity of the materials encountered and is only included for the convenience of the Contractor. The Owner and Engineer assume no responsibility whatever in respect to the sufficiency or accuracy of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work, or that unanticipated developments may not occur. All soil information upon which the design was prepared is available for examination by all prospective bidders at the office of the Engineer.

## **SECTION 2.10      CONTINGENCY BID ITEMS AND QUANTITIES**

Some proposal items and their respective quantities if noted on the Summary of Quantities in the Plans and the Schedule of Prices may not be shown on the Plans. These proposal items, if noted, are listed to establish a unit price. In addition, some quantities include a contingency quantity which has been estimated to allow for various amounts of Work which may or may not be required as a result of actual field conditions. The need for this Work will be determined by the Engineer during the construction process.

It shall be understood that no allowance will be considered in the actual unit prices bid for these items as a result of an increase or decrease in the actual quantity of Work to be performed.

## **SECTION 2.11      PRIVATE CONTRACTING WORK**

It is acknowledged that occasions may arise during the course of the construction Work where adjacent private property owners may request the Contractor to perform certain work under separate contract (e.g., private driveways, sidewalks, etc.). Such private contracting work is acceptable to the Owner; however, the Project's construction Work, time schedule, specification or conditions shall not be jeopardized by such private contracting work. During construction, the Engineer shall be kept informed by the Contractor as to the general extent and scheduling of any such private work.

**SECTION 2.12      CONTRACTOR EXPERIENCE**

The Contractor affirmatively represents that he is skilled and experienced in the use and interpretation of Plans, Drawings and Specifications such as those included in the Contract Documents. Further, he also affirmatively represents that he has carefully reviewed the Plans, Drawings and Specifications of the Contract and that he has based his bid solely on these Documents, not relying in any way on any explanation or interpretation, oral or written, from any other source.

Unless the Contractor shall give written notice to the Engineer of any ambiguities contained in the Plans, Drawings and Specifications prior to the submission of his bid, the Contractor agrees that it shall be conclusively presumed that the Contractor has exercised his aforementioned skill and experience and found the Plans, Drawings and Specifications sufficient and free from ambiguities, errors, or omissions for the purpose of determining his Contract Bid Price for the performance of the Work in conformity with the Plans, Drawings and Specifications.

If the Contractor is required to do Extra Work not shown in the Contract Documents of which the Contractor could reasonably not have been expected to discover by exercising this aforementioned skill and experience, an equitable adjustment in the Contract Price will be made as provided in Section 109 of the Standard Specifications.

**SECTION 2.13      LIABILITY LIMITATION**

The Contractor affirmatively represents that he is skilled and experienced in the use and interpretation of Plans, Drawings and Specifications such as those included in the Contract Documents. Further, he also affirmatively represents that he has carefully reviewed the Plans, Drawings and Specifications of the Contract and that he has based his bid solely on these Documents, not relying in any way on any explanation or interpretation, oral or written, from any other source.

Unless the Contractor shall give written notice to the Engineer of any ambiguities contained in the Plans, Drawings and Specifications prior to the submission of his bid, the Contractor agrees that it shall be conclusively presumed that the Contractor has exercised his aforementioned skill and experience and found the Plans, Drawings and Specifications sufficient and free from ambiguities, errors, or omissions for the purpose of determining his Contract bid price for the performance of the Work in conformity with the Plans, Drawings and Specifications.

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Further, the Contractor affirmatively agrees to limit the total aggregate liability of the Owner, the Engineer, and their agents and / or consultant to an amount not to exceed \$1,500,000 for consequential and incidental damages he may suffer with respect to any act of professional negligence associated or connected with the design Plans, Drawings and Specifications from which the Contractor prepared his contract bid price. The Contractor further agrees to obtain from his Subcontractor(s) as a condition precedent to their performance, a like limitation of liability such that the total aggregate liability of the Owner, the Engineer, their agents, and / or consultants to the Contractor, and all Subcontractor(s) shall not exceed \$1,500,000 for consequential and incidental damages.

It is understood and agreed between the parties hereto that this limitation of liability clause shall be confined in application to only those matters affecting the Contract Bid Price and shall not affect any party's liability for personal injury or property damage arising or resulting from the sole negligence of any party, his agents, or employees.

If the Contractor is required to do extra work not shown in the Contract Documents or which the Contractor could reasonably not have been expected to discover by exercising this aforementioned skill and experience, an equitable adjustment in the Contract Bid Price will be made as provided in Section 109 of the Standard Specifications.

**SECTION 2.14 INDEMNIFICATION**

To the greatest extent permitted by law, the Contractor agrees to indemnify, defend, and save harmless the Owner, and the Engineer, their consultants, agents, and employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Owner and the Engineer, their consultants, agents, and employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of the Work, whether such injuries to person or damage to property is due or claimed to be due to the negligence of the Contractor, his Subcontractor, the Owner, the Engineer and their consultants, agents, and employees, except only such injury or damage as shall have been occasioned by the sole negligence of the Owner, the Engineer and their agents and / or consultants.

**SECTION 2.15      RESPONSIBILITY FOR DAMAGE CLAIMS**

The Contractor shall indemnify and save harmless the Owner, the Engineer, and their officers, employees and agents, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of said Contractor; or on account of, or in consequence of, any neglect in safeguarding the Work; or through the use of unacceptable materials in constructing the Work: or because of any act or omission, neglect, or misconduct of said Contractor; or from any claims or amounts arising or recovered under the "Worker's Compensation Act", or any other law, ordinance, or other decree; and so much of the money due said Contractor under and by virtue of the Contract as shall be considered necessary by the Owner for such purposes may be retained for the use of the Owner.

To the greatest extent permitted by law, the Contractor agrees to indemnify, defend, and save harmless the Owner, and the Engineer, their consultants, agents, and employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Owner and the Engineer, their consultants, agents, and employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of the Work, whether such injuries to person or damage to property is due or claimed to be due to the negligence of the Contractor, his Subcontractor, the Owner, the Engineer and their consultants, agents, and employees, except only such injury or damage as shall have been occasioned by the sole negligence of the Owner, the Engineer and their agents and / or consultants.

**SECTION 2.16      EXTRA WORK**

If the Engineer determines that an item of the Work not provided for in the Contract is essential to the satisfactory completion of the Contract within its intended scope, this item constitutes Extra Work. Extra Work involves an adjustment in the Contract Price and the Contract Time. The Contractor may make a claim for payment for extra work as provided in Section 109 of the Standard Specifications. The Contractor shall notify the Engineer regarding the time and extent of Extra Work before any Extra Work takes place. Claims for Extra Work for which the Engineer did not receive advance notification and provide written approval will be rejected.

## **SECTION 2.17      BONDS**

**Contract and Other Bonds.** Contractor shall furnish a Contract Bond in an amount 100% of the contract price as security for the faithful performance and payment of all Contractors' obligations under the Contract Documents. This Bond shall remain in effect at least until 1 year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Contract Documents.

All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located within twenty (20) days thereafter substitute another Bond and surety, both of which shall comply with the requirements of these Contract Documents.

**Licensed Sureties and Insurers.** All Bonds and Insurance required by the Contract Documents to be purchased and maintained by the Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

## **SECTION 2.18      INSURANCE**

The Contractor shall not commence work under the Contract until all the insurance required by the Standard Specifications has been obtained. The Contractor shall maintain in force the coverages required in this section for the term of the Contract. Also, the Contractor shall not allow any Subcontractor to commence Work on any portion of the Project without evidence that the Subcontractor has insurance coverage equal to the coverages required in this section.

**Insurance Required of The Contractor.** Prior to commencement of the Work, the Contractor shall purchase and maintain during the term of the Project such insurance as will protect him, the Owner(s), and the Engineer(s) from claims arising out of the Work described in this Contract and performed by the Contractor, Subcontractor(s) or Sub-Subcontractor(s) consisting of:

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1. A Comprehensive Commercial General Liability policy to cover bodily injury to persons other than employees, and for damage to tangible property, including the following exposures:
  - a. All premises and operations.
  - b. Explosion, collapse and underground damage.
  - c. Contractor's Protective liability coverage for independent Contractors or Subcontractors employed by him.
  - d. Broad Form Blanket Contractual Liability for the obligations assumed in the Contract, including the Indemnification and Hold Harmless terms of these Specifications.
  - e. Broad Form Property Damage Coverage.
  - f. Products and Completed Operations coverage. This coverage shall extend through the Contract Guaranty period.
  - g. Personal Injury Liability endorsement with no exclusion pertaining to employment.
  - h. The Owner and Engineer shall be listed as additional insureds upon the policy, unless separate coverage is provided by an Owner's Protective Liability Policy.
2. A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles. In light of standard policy provisions concerning (1) loading and unloading and (2) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.
3. Umbrella or Excess Liability. The Contractor is granted the option of arranging coverage under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an excess or umbrella liability policy equal to the total limit(s) requested. Umbrella or excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to his automobile liability insurance.

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4. Worker's Compensation Insurance including Employer's liability to cover employee injuries or disease compensable under the Worker's Compensation Statues of Illinois.
  
5. Builders Risk Insurance. The Contractor shall purchase a Builder's Risk-Installation Policy in a form acceptable to the Owner covering property of the Project for the full cost of replacement as of the time of any loss which shall include, as named insured, (1) the Contractor, (2) all Subcontractor(s), (3) all Sub-Subcontractor(s), (4) the Owner, and (5) the Engineer, as their respective interest may provide to be at the time of loss, covering insurable property which is the subject of this contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured(s). Coverage shall be affected on an "All risk" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft and earthquake, with the exclusions normal to the coverage. The Contractor may arrange for such deductibles as he deems to be within his ability to self-assume, but he will be held solely responsible for the amount of such deductible and for any coinsurance penalties. Any insured loss shall be adjusted with the Owner and the Contractor and paid to the Owner and Contractor as trustee for the other insureds.

Contractor at his option may arrange to self-insure for coverage provided by Builders Risk-Installation Floater Insurance. However, Contractor shall normally be held solely responsible for all risk and cost associated with self-insurance coverage and any losses that may be incurred that would be insured by such coverage.

6. If the Owner and Engineer are not listed as additional insureds on the Contractor's policy, the Contractor shall purchase for the Owner an Owner's Protective Liability policy to protect the Owner, the Engineer, their consultants, agents, employees, and such public corporations whose jurisdiction the Work is located for their contingent liability for Work performed by the Contractor and the Subcontractor(s) under this Contract.

**Limits of Liability.** The required limits of liability for insurance coverage required of the Contractor shall be not less than the following:

1. Commercial General Liability
 

Each Occurrence .....	\$1,000,000
Personal and Advertising Injury .....	\$1,000,000
General Aggregate .....	\$1,500,000
Products / Completed Operations Aggregate .....	\$1,500,000

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- 2. Comprehensive Automobile Liability
  - Combined Single Limit..... \$1,000,000
  - Bodily Injury - Each Person..... \$1,000,000
  - Bodily Injury - Each Occurrence ..... \$1,000,000
  - Property Damage – Each Occurrence ..... \$1,000,000
  
- 3. Umbrella Liability
  - Occurrence ..... \$5,000,000
  - Each Occurrence Aggregate..... \$5,000,000
  
- 4. Worker’s Compensation
  - Coverage A - Compensation..... Statutory
  - Coverage B - Employer’s Liability
    - Per Accident..... \$500,000
    - Per Person ..... \$500,000
    - Disease Policy Limit..... \$500,000
  
- 5. Builders Risk
  - Per Structure / Cost to repair at time of loss ..... \$2,000,000
  
- 6. Owner’s Protective
  - Bodily Injury - Each Occurrence ..... \$1,000,000
  - Property Damage - Each Occurrence..... \$1,000,000

**Other Requirements.**

- 1. Notice of Cancellation or Intent Not to Renew
 

Policies will be endorsed to provide that at least 30 days written Notice shall be given to the Owner and to the Engineer of cancellation or of intent not to renew. The Insurance provided by the Contractor shall provide that in the event the insurance should be changed or canceled, such change or cancellation shall not be effective until 30 days after the Owner has received written notice of such change or cancellation from the insurance company.



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2. Evidence of Coverage

Prior to commencement of the work, the Contractor shall furnish to the Owner, Certificates of Insurance in Force on the Insurance Services Office Accord Form. Certificates of Insurance shall provide thirty (30) days written notice of non-renewal, reduction, or cancellation. The certificates will be signed by the insurance companies or their authorized agents. The insurance companies must be authorized to do business in the State of Illinois.

The Owner reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies," and so designated. The acceptance and filing by the Engineer and / or the Owner of a Certificate or Certificates of Insurance disclosing coverage which does not meet the requirements of these specifications shall not constitute a waiver of those requirements by the Owner nor operate to release the Contractor from his / her obligation to provide the required insurance coverage.

3. Failure to Provide Coverage

Failure on the part of the Contractor to secure acceptable insurance coverage within fifteen (15) days after the issuance of Notice of Award shall be just cause for the cancellation of the award and forfeiture of the Proposal Guaranty to the Owner, not as a penalty but in payment of liquidated damages sustained as a result of such failure.

4. Prompt Coverage

If Owner has not yet received evidence of acceptable insurance coverage within five (5) days after execution of the Contract, Owner at its option, may issue notice that the Contract Time had begun to run, but that Contractor may not proceed with construction activities until written approval of adequate insurance coverage has been issued by the Owner.

5. Insurance to Remain in Effect

Insurance coverage as required above shall be kept in force until all Work to be performed under the terms of the Contract has been accepted by the Owner, and it is clearly understood that the upkeep of these insurance policies until acceptance of the Work by the Owner is a part of the Contract. The Contractor shall include the cost of all such insurance in his unit bid prices and no extra compensation will be granted to him, nor will any deduction be made by the Owner due to Extra Work and/or decreased quantities of Work and / or elimination of items. Failure of the Contractor to maintain proper and adequate insurance shall be grounds for the Owner to consider the Contractor to be in default on the Contract.

**SECTION 2.19 AUTHORITY AND RESPONSIBILITY**

The Engineer shall not guaranty the Work of any Contractor or Subcontractor, shall have not authority to stop the work, shall have no supervision or control as to the Work or persons doing the Work, shall not have charge of the Work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, traffic control or other work aids.

**SECTION 2.20 CLARIFICATIONS AND INTERPRETATIONS**

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the Parties are unable to agree to the amount or extent thereof, the Contractor may make a claim therefor as provided in Section 109 of the Standard Specifications.

**SECTION 2.21 AUTHORIZED VARIATIONS IN WORK**

Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve a significant adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Work Change Directive or by a Field Order and will be binding on Owner, and also on the Contractor who shall perform the Work involved promptly. If Contractor believes the Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, Contractor may make a claim therefor as provided in Section 109 of the Standard Specifications.

**SECTION 2.22 LIMITATIONS ON ENGINEER'S RESPONSIBILITIES**

Neither Engineer's authority to act under this Section or elsewhere in the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of the Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise).

The use of any such term or adjective shall not be effective to assign to the Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.

Engineer will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any person or organization performing or furnishing any of the Work. Engineer will not supervise, control, direct, have authority over, or be responsible for any methods, employees, or activities of Contractor.

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The Engineer will make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed Work of the Contractor and to determine in general if such Work is proceeding in accordance with the Contract Documents. The Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such Work. During such visits and on the basis of on-site observations, the Engineer may recommend to the Owner that the Owner disapprove or reject Work failing to conform with the Contract Documents. Any reference to "supervision" by the Engineer in the Standard Specifications or any other referenced document shall be changed to "observation".

**SECTION 2.23 "OR EQUAL" CLAUSE**

Whenever any article, material or equipment is defined by describing a proprietary product, or by using the name of manufacturer or vendor, the term "or approved equal", if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired, and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency. Approval in writing for specific articles, materials and equipment shall be obtained from the Engineer.

**SECTION 2.24 COORDINATION OF WORK**

Various agencies of the Owner, other contractors, and utilities may be performing work in and around the work area. The Contractor shall coordinate his work with the work of others. The utility companies will remove, relocate, construct or adjust utilities as noted on the Plans. Coordination of the Contractor's activities with other activities or events in the area shall be considered incidental to the Contract and no additional compensation shall be allowed for any inconveniences or delays that might be caused.

**SECTION 2.25 PAYMENT FOR WORK**

Payment to the Contractor shall be made monthly from applications for payment submitted to the Owner by the Contractor and as more fully described in Section 109 of the Standard Specifications. Payments will be made in the form of a check issued by Owner.

Partial payment shall be made as a lump sum, less 10% retainage, for each site which has reached completion at time of payment application submittal. Per each site with ongoing construction, payment shall be made in the amount of 50% of the Contract Lump Sum, pending approximate site completion of 50% and / or at the discretion of the Engineer.

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The amount of any partial pay estimate, less any sums that have been deducted or retained under the provisions of the contract, will be paid to the Contractor as soon as practicable after the submission of the Contractor's Application for Payment, provided the Contractor has furnished to the Owner satisfactory evidence that all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished for the purpose of such improvements to date have been paid or that the person or persons to whom the same may be due have consented to such partial payment. The Contractor will be required to submit to the Engineer the Contractor's Application for Payment, Contractor's Partial Affidavit, Contractor's Verified Statement, and Contractor's Partial Waiver of Lien forms. The forms will be furnished to the Contractor by the Engineer. The forms must be completed and approved by the Engineer and Owner before payment to the Contractor. Retainage shall remain at 10% throughout the project until final payment.

The Contractor will also be required to provide a Contractor's Final Waiver of Lien and Final Waiver of Lien forms from all Subcontractors and Suppliers at the time an application for Final Payment is made.

**SECTION 2.26 CONTRACTOR'S WARRANTY OF TITLE**

Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all liens.

**SECTION 2.27 CONTRACTOR'S CONTINUING OBLIGATION**

Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Engineer, nor the issuance of a Certificate of Substantial Completion, nor any use or occupancy of the Work or any part hereof by Owner, nor any act of acceptance by Owner nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by Engineer nor any correction of defective Work by Owner will constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.

**SECTION 2.28      REMOVAL OF UNACCEPTABLE WORK**

All Work which does not conform to the requirements of the Contract will be considered unacceptable unless otherwise determined acceptable under the provisions of Article 105.03 of the Standard Specifications. Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist prior to the final acceptance of the Work, shall be removed immediately and replaced in an acceptable manner.

**SECTION 2.29      PROTECTION OF ENVIRONMENT, ENDANGERED SPECIES,  
AND ANTIQUITIES**

The Contractor shall take sufficient precautions to prevent pollution of the Project site and adjacent areas with fuels, oils, bitumens, calcium chloride or other harmful materials. Erosion control features shall be constructed concurrently with other Work as directed by the Engineer, so as to minimize soil erosion.

The Contractor shall not disturb designated natural areas, identified locations where State or Federal-listed endangered or threatened species are known to occur, or areas that have been designated as essential habitat for such species where the Owner has made commitments for protection of these locations / areas. Also, if natural areas or locations suspected of containing protected species are identified during construction, the Contractor shall notify the Engineer of their presence and shall not disturb them unless written permission to do so is granted by the Engineer.

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

**SECTION 2.30      PROTECTION OF EXISTING FEATURES WITHIN AND  
ADJACENT TO THE WORK AREA**

The Contractor shall preserve and protect all existing trees, shrubs, plantings, street signs, parking meters, fences, retaining walls, buildings, entry ways, surface materials, property survey monuments, structures, and utility line appurtenances. Any required protection of existing features within and adjacent to the work area shall be considered incidental to the Contract.

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Any damage to existing features within and adjacent to the work area, created by failure of the Contractor to provide adequate protection from his construction operations, shall be repaired or replaced to the satisfaction of the respective Owner at the Contractor's expense. See Article 107.20 of the Standard Specifications for further details.

The Contractor shall preserve and protect all permanent survey markers including private property corner markers, section or quarter monuments and permanent benchmarks. Survey markers necessarily moved as a result of proposed construction, or otherwise damaged by the Contractor shall be replaced at the Contractor's expense by an Illinois Professional Land Surveyor.

### **SECTION 2.31 PROTECTION OF WORKERS**

Each Contractor is reminded that the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA) has certain requirements pertaining to protection of workers when working excavation is being performed. These are set forth in Sub Part P of 29 CFR Chapter XVII as updated on July 1, 1986. The Contractor shall be fully aware of these requirements and is notified that it is his / her responsibility to comply fully with them.

There will be no extras charge for performing any work needed to comply with these requirements.

### **SECTION 2.32 SHOP DRAWINGS AND SAMPLES**

After checking and verifying all field measurements and after complying with applicable procedures specified in Article 105.04 of the Standard Specifications, the Contractor shall submit 7 copies of all Shop Drawings to the Engineer for review and approval or for other action if so indicated in the Specifications. All Shop Drawings will bear a stamp or specific written indication that the Contractor has satisfied the Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as the Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to enable the Engineer to review the information as required.

Contractor, at his option, may elect to submit Shop Drawings in an electronic format. Electronic submissions shall provide all of the information required for a paper submittal. Contractor shall be responsible for distributing electronic copies of reviewed Shop Drawings to all appropriate parties.

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The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in the Work, all Samples required by the Contract Documents. All Samples will have been checked by the Contractor and bear a specific written indication that the Contractor has satisfied the Contractor's responsibilities under the Contract Documents with respect to the review of the submission. Also, the Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which the Samples is intended.

Before submission of each Shop Drawing or Sample, the Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each Shop Drawing or Samples with any other Shop Drawings or Samples and with the requirements of the Work and the Contract Documents. Any Shop Drawings submitted without Contractor's review and stamp of approval will not be considered and will be returned to Contractor without review for proper resubmission.

Shop Drawings and Samples shall be submitted sufficiently in advance and with such promptness as to assure that delivery duties and completion dates as set up under the progress schedule will be accomplished. The Contractor shall take into account the possibility of the necessity for correction and resubmission of Shop Drawings after review by the Engineer. Shop Drawings and Samples shall be properly identified with the name and location of the building or Project, the name of the Contractor, the Subcontractor, and the Engineer, the drawing number, and the date. A letter of transmittal shall contain similar information.

At the time of each submission, the Contractor shall give the Engineer specific written notice of each variation that the Shop Drawings or Samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation of each variation to be made on each Shop Drawing submitted to the Engineer for review and approval.

The Engineer will review and approve with reasonable promptness Shop Drawings and Samples, but the Engineer's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences, or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.



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The Contractor shall make corrections required by the Engineer, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. The Contractor shall direct specific attention in writing to revisions he has made to the Shop Drawings and Samples in addition to the corrections called for by the Engineer on the previous submittals.

The Engineer's review and approval of Shop Drawings or Samples shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Documents unless the Contractor has in writing called the Engineer's attention to each such variation at the time of submission and the Engineer has given approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by the Engineer relieve the Contractor from responsibility for having verified information as outlined above.

Where a Shop Drawing or Sample is required by the Contract Documents, any related Work performed prior to the Engineer's review and approval of the pertinent submission will be at the sole expense and responsibility of the Contractor.

**SECTION 2.33 PRODUCTS**

The Engineer reserves the right to require a statement from the manufacture of any manufactured materials that the specific materials have been inspected and tested and conform with the Specifications.

**SECTION 2.34 PROGRESS MEETINGS**

Progress meetings will be scheduled on a monthly basis throughout the progress of the work. If the Engineer deems it is necessary, he will schedule additional meetings with the Contractor and the Contractor and his Subcontractors, if requested, shall attend these meetings. If he thinks it is necessary, the Contractor may initiate a conference. The Owner shall discuss the prosecution or progress of the work with the Contractor only through and by the Engineer. The purpose of these meetings will be to clarify any questions of technique, workmanship, or materials used if the Engineer feels that the full intentions of the Plans and Specifications or the best interests of the Owner are not being carried out. These meetings shall not be considered as delays in the work, and any costs or inconvenience caused the Contractor shall be considered incidental to the Contract.

**SECTION 2.35      RECORD DRAWINGS**

Where applicable, it is essential that accurate and complete records are kept of all utilities that is encountered, repaired, relocated, abandoned, plugged, constructed, or otherwise dealt with. Both the Contractor and the Engineer shall keep a record set of documents and shall together gather detailed information regarding the size, elevation, location, and action taken on every item encountered. The Contractor shall not leave this work all to the Engineer 's project representative. If the Contractor does not participate in this information gathering and record keeping, payments in amounts judged by the Engineer to be suitable for the work not being performed by the Contractor shall be withheld from the Contractor.

**SECTION 2.36      PERIODIC AND FINAL CLEANUP**

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

**SECTION 2.37      EQUAL EMPLOYMENT OPPORTUNITY**

In carrying out the Work, the Contractor shall not discriminate against any employee on the basis of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to assure that applications for employment, and employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

**SECTION 2.38      SALES TAX EXEMPTION**

The Owner is exempt from state and local sales tax on materials and equipment which are to be incorporated in the improvements.

**SECTION 2.39      EMPLOYMENT OF ILLINOIS WORKERS DURING PERIODS  
OF EXCESSIVE UNEMPLOYMENT**

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 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

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. The Contractor may place no more than three (3) of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this contract during periods of excessive unemployment.

**SECTION 2.40      FAIR EMPLOYMENT PRACTICES & DISCRIMINATION**

The attention of the Contractor is directed to the Illinois Fair Employment Practices Act and the Illinois Human Rights Act wherein it is considered unlawful to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, and physical or mental handicap unrelated to ability. The Contractor shall refrain from unlawful discrimination in employment and will undertake affirmative action to ensure quality of employment opportunity and eliminate the effects of past discrimination, in accordance with the Illinois Human Rights Act.

**SECTION 2.41      BID-RIGGING CERTIFICATION**

The attention of the Engineer is directed to 720 ILCS, paragraphs 33E-1 through 33E-13. By submission of a bid for this project, the Contractor certifies that he is not barred from bidding on this Contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating in accordance with Paragraphs 33E-3, 33E-4, and 33E-11 of the Illinois Criminal Code.

**SECTION 2.42 BRIBERY CERTIFICATION**

By submission of a Bid for this project, Contractor certifies that he has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the Contractor made an admission of guilt of such conduct which is a matter of record, nor has any official, agent, or employee of the Contractor committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The Contractor further certifies that he is not barred from being awarded a contract or subcontract under Section 10.1 of the Illinois Purchasing Act.

**SECTION 2.43 PREFERENCE TO VETERANS ACT**

The Contractor shall comply with "An Act to give preference to veterans of the United States military and naval service in appointments and employment upon public works by, or for the use of, the State or its political subdivisions" (330 ILCS 55/1) in the employment and appointment to fill positions in the construction, addition to, or alteration of any public works.

**SECTION 2.44 CONFLICT BETWEEN CONTRACT DOCUMENTS**

In the event of a conflict within these Contract Documents, Engineer shall be consulted to determine which provisions shall take precedence. In general, the more stringent provisions shall take precedence over less stringent provisions. Engineer shall issue his determination in written form, and said determination shall be binding upon Owner and Contractor.

**SECTION 2.45 SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS**

The Supplemental Specifications and Recurring Special Provisions adopted April 1, 2016, supplement to the Standard Specifications for Road and Bridge Construction, adopted April 1, 2016. All Supplemental Specifications are applicable to and included by reference in this Contract.

The following Illinois Department of Transportation Recurring Special Provisions and Local Roads and Streets Special Provisions are applicable to this Contract and are included herein by reference:

1. Check Sheet #1 – Special Provision for Additional State Requirements for Federal-Aid Construction Contracts, Revised January 1, 2015.
2. Check Sheet #3 – Special Provision for EEO, Revised November 18, 1980.

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3. Check Sheet #5 – Special Provision for Required Provisions – State Contracts, Revised January 1, 2015.
4. Check Sheet #9 – Special Provision for Construction Layout Stakes Except for Bridges, Revised January 1, 2007.
5. Check Sheet #25 – Special Provision for Quality Control / Quality Assurance of Concrete Mixtures, Revised January 1, 2015.
6. Check Sheet #27 – Special Provision for Pavement Marking Removal, Effective April 1, 2009.
7. LRS-6 – Special Provision for Bidding Requirements and Conditions for Contract Proposals, Revised January 1, 2015.
8. LRS-11 – Special Provision for Employment Practices, Effective January 1, 1999.
9. LRS-12 – Special Provision for Wages of Employees on Public Works, Revised January 1, 2015.
10. LRS-13 – Special Provision for Selection of Labor, Revised January 1, 2012.
11. LRS-17 – Special Provision for Substance Abuse Prevention Program, Revised January 1, 2014.

**SECTION 2.46 CONTRACT CLOSEOUT**

When Contractor considers work to be substantially complete, he shall submit written declaration to Engineer that Contractor considers work to be substantially complete, ready for inspection, and complies with all aspects of the Contract Documents. Engineer and Owner will make a semi-final inspection of the Project site within 7 days after receipt of Contractor's declaration. At the semi-final inspection of the project, Engineer will identify items to be completed, adjusted or corrected, as determined by the inspection. Engineer will, within 7 days thereafter, prepare and forward to the Contractor and Owner a summary memorandum containing:

1. Punch list of items to be completed, adjusted or corrected.
2. The time within which punch list items shall be completed or corrected. Said time shall be no longer than 14 days nor shall it be later than the completion date established by the Contract Time.

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At time of semi-final inspection, should the Engineer determine that the work is not substantially complete and thus not ready for inspection, he shall so notify the Contractor. Contractor shall complete the work and resubmit declaration in accord with this Section.

Upon receipt of the summary memorandum, Contractor shall complete all work listed for completion or correction within the designated time and perform final cleaning as necessary. Contractor shall then submit a written declaration to Engineer that:

1. Work complies with all aspects of Contract Documents.
2. All items on completion punch list have been completed or corrected.
3. All tools, construction equipment, debris and surplus materials have been removed from site.

Engineer will then make a final inspection with Contractor to ensure completion of all Contract required work. When Engineer considers all work final and complete he shall prepare and process a Certificate of Project Completion containing:

1. Date of project completion.
2. Determination of the amount of liquidated damages due to the Owner from the Contractor, if any.
3. Signatures of Engineer and Owner

It shall be fully understood by the Contractor and the Owner that all work, including punch list items, shall be completed within the Contract Time. Contractor shall make no claim that the work is "complete" until such time as all work, including all punch list work, is completed and the Engineer has issued a Certificate of Project Completion. Engineer's determination of the date of project completion shall be binding upon Owner and Contractor.

**SECTION 2.47 LIQUIDATED DAMAGES**

Time is of the essence to the Contractor. Should the Contractor fail to complete the work within the working days stipulated in the Contract on or before the completion date stipulated in the Contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Owner the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be fair and reasonable estimates that will be borne by the Owner during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though work may be substantially complete. The Owner will deduct these liquidated damages from any monies due or to become due to the Contractor from the Owner.

<b>Schedule of Deductions for Each Day of Overrun in Contract Time</b>			
<b>Original Contract Amount</b>		<b>Daily Charges</b>	
<b>From More Than</b>	<b>To and Including</b>	<b>Calendar Day</b>	<b>Work Day</b>
\$ 0	\$100,000	\$475	\$675
\$100,000	\$500,000	\$750	\$1,050
\$500,000	\$1,000,000	\$1,025	\$1,425
\$1,000,000	\$3,000,000	\$1,275	\$1,725

When a completion date is specified, the daily charge will be made for every day shown on the calendar beyond the specified completion date. When the time limit is specified as working days, the daily charge will be made for each additional working day. If contracts are awarded on the basis of a multiple bid, the contract amounts of the individual contracts comprising the multiple bids will be totaled and the daily charge shall be that required for such total amount.

**SECTION 2.48 INTERIM SPECIAL PROVISIONS**

The Interim Special Provisions may, if applicable, supplement the Standard Specifications for Road and Bridge Construction adopted April 1, 2016. The following Interim Special Provisions are applicable to this Contract and are included herein by reference.

1. None.

**SECTION 2.49 CONTRACT CLAIMS AND DISPUTE RESOLUTION**

Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters which are not disposed of by mutual agreement relating to the acceptability of the Work, or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work, and Claims in respect to changes in the Contract Price or Contract Times will be resolved in a manner as set forth in Article 109.09 of the Standard Specifications.

Contractor shall submit his claim in writing to the Engineer, along with all written documentation supporting said claim, as set forth in Article 109.09. Engineer will render a formal decision regarding the claim within thirty (30) days after receipt of the written, fully documented claim.

Decisions of the Engineer may be appealed to the Owner within thirty (30) days after Engineer's decision has been rendered. The appeal shall be in writing, and shall be directed to the Owner through the Engineer. Owner shall render a written decision upon the appeal as soon as practical, but in no event later than ninety (90) days after an appeal has been filed. Owner's written response shall be deemed a final action by the Owner.

Full compliance by the Contractor with the claims resolution provisions in this Section is a contractual precedent to the Contractor's right to seek relief in the Circuit Courts or otherwise. Unless the Contractor files a claim for adjudication by the Circuit Court within sixty (60) days after the date of the written response by the Owner, the failure to so file shall constitute a release and waiver of the claim.

When functioning as interpreter and judge for these matters, Engineer will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.



**SECTION 2.50 ILLINOIS STEEL PRODUCTS PROCUREMENT ACT**

Whenever steel products are utilized in the Work, Contractor shall submit steel manufacturer's certification, signed by authorized company officer, or its attorney-in-fact, certifying that all steel products for this Project comply with the Illinois Steel Products Procurement Act.

**SECTION 2.51 SUPERINTENDENCE BY CONTRACTOR**

The Contractor shall provide a competent Superintendent, satisfactory to the Owner and the Engineer, on the Work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his Work. The Contractor shall be responsible for all Work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the Work and will be held responsible for any error resulting from his failure to do so.

Except as permitted by the Owner or Engineer, the Contractor's jobsite Superintendent shall be present on-site at all times when the Contractor or a Subcontractor is performing work and shall keep a hand-held cellular telephone in his / her personal possession for communication between the Owner, Engineer, and Contractor. Truck-mounted telephones are not acceptable. The telephone shall be operational during all work hours and shall operate from an Urbana-Champaign local telephone number. The same telephone shall remain with the Superintendent's designated representative whenever the Superintendent is temporarily absent from the jobsite. Contractor shall provide the cellular telephone number at the Pre-Construction Meeting.

**SECTION 2.52 PEDESTRIAN SAFETY**

The Contractor shall provide a safe means of travel through or around the work zone for pedestrians in the work area. The safety of pedestrians is paramount and the Contractor shall be responsible and liable for injuries or damages due to inadequate protection. At the Pre-Construction meeting, the Contractor shall present his plan for pedestrian safety for review and approval. The use of work zone fencing, bridges, and informational signage may be required.

Any delays, inconveniences or expenses caused the Contractor by complying with these requirements shall be considered as incidental to the Contract. This work shall not be paid for separately and no additional compensation shall be allowed.

**SECTION 2.53      CONSTRUCTION STAKING**

The Contractor shall be responsible for Construction Staking. The Engineer will locate or reset the reference points used in the design. The Contractor will lay out improvements far enough in advance of their construction operations to permit the Engineer ample time to make a detailed check of the layout. The Engineer's check does not relieve the Contractor of his sole responsibility for constructing improvements in the proper locations, but rather is a procedure to minimize errors. The Contractor will NOT rely on the Owner's Resident Inspector to direct his layout people. The Contractor will have an experienced layout person(s) employed and shall furnish them with accurate, high quality, and properly calibrated surveying instruments. Improvements constructed in the wrong location or at improper elevations shall be removed and reconstructed in the right locations and at proper elevations, all at each Contractor's expense.

Contractor shall coordinate his layout and field marking needs with the Engineer and establish a mutually agreeable schedule for the work. Contractor shall provide Engineer with at least 48-hours' notice so staking services may be scheduled. Contractor shall provide access to the work area for Engineer's field crews.

Layout and staking of any item by the Engineer shall be provided once. Contractor shall safeguard and preserve all monuments and marks provided. Should staking be lost by the Contractor's inability to preserve and protect it, Contractor may request a return to replace the staking, but the cost of said return shall be borne by the Contractor. Engineer shall directly invoice the Contractor for these additional services which shall be paid by the Contractor within 30 days of invoice.

**SECTION 2.54      PERMITS**

The project site is not subject to the requirements of an NPDES Stormwater Permit.

**SECTION 2.55      DUTIES, RESPONSIBILITIES AND LIMITATIONS OF  
AUTHORITY OF RESIDENT INSPECTOR**

Owner may furnish a Resident Inspector (RI) to assist Engineer in observing progress and quality of the work of the Contractor. The "RI" shall be present during all construction activities.

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Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RI, Owner shall endeavor to provide further protection for itself against defects and deficiencies in the work of the Contractor. However, Owner's RI shall not, during such visits or as a result of such observations of Contractor's work in Progress, supervise, direct, or have control over Contractor's work nor shall Owner's RI have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety precautions and programs incident to the work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

The RI is Owner's representative at the site, will act as directed by and under the supervision of Owner and will confer with Engineer regarding RI's actions. RI's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.

The RI shall review the progress schedule, schedule of Shop Drawing submittals, and schedule of values prepared by the Contractor and consult with Engineer concerning acceptability.

The RI shall attend meetings with Contractor, such as Pre-Construction meeting, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

The RI shall serve as Owner's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and serve as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.

The RI shall conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

The RI shall report to Engineer whenever RI believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice 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 Work that RI believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

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The RI shall report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer. The RI shall consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RI's recommendations to Engineer. The RI shall transmit to Contractor in writing decisions as issued by Engineer.

The RI shall prepare a daily report and keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Field Order, Change Orders or changed conditions, list of job site visitors, 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 and Contractor daily.

The RI shall obtain and document daily measurements of "As-Built" conditions and quantities of completed work.

The RI shall 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 quantities and values of Work completed and materials and equipment delivered at the site but not incorporated in the Work.

The Resident Inspector shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), or change in the design of the improvements, unless authorized by Engineer.
2. Exceed limitations of Owner's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's Superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
6. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
7. Authorize Owner to occupy the Project in whole or in part.

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8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.
9. Shall not have authority to reject work or stop work except as specifically authorized by Engineer.

**SECTION 2.56 OWNER MAY STOP THE WORK**

If the Work is defective, or Contractor fails to supply sufficient skilled Workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, 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 or any surety or other party.

**SECTION 2.57 ILLINOIS PREVAILING WAGE LAW**

This Contract is subject to the prevailing wage law. Pursuant to this law, the Owner has determined prevailing rates for various classifications of workers. The latest determination of these rates as of the date of the Contract Documents is included in the Contract Documents. The Contractor shall pay its workers not less than the prevailing rates so determined and comply with the requirements of the aforementioned statutes, including but not limited to the keeping of accurate records showing the names and occupation of all laborers, workers and mechanics employed on this Contractor, which records show the actual hourly wages paid to each such person.

Pursuant to Public Act 86-799 (effective June, 1990), these specifications list on the following pages, the prevailing rate of wages for the county where the Contract is being performed and for each craft or type of work needed to execute the Contract.

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**Champaign County Prevailing Wage for July 2015**

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		BLD		31.420	32.670	1.5	1.5	2.0	6.300	12.84	0.000	0.900
ASBESTOS ABT-MEC		BLD		22.000	23.000	1.5	1.5	2.0	6.700	6.350	0.000	0.650
BOILERMAKER		BLD		38.000	41.000	2.0	2.0	2.0	7.070	15.99	0.000	0.400
BRICK MASON		BLD		31.320	32.820	1.5	1.5	2.0	7.200	11.57	0.000	0.850
CARPENTER		BLD		35.600	37.850	1.5	1.5	2.0	8.000	10.25	0.000	0.520
CARPENTER		HWY		35.300	37.050	1.5	1.5	2.0	8.000	10.95	0.000	0.520
CEMENT MASON		BLD		31.010	32.760	1.5	1.5	2.0	7.200	9.050	0.000	0.500
CEMENT MASON		HWY		31.630	33.130	1.5	1.5	2.0	7.200	9.050	0.000	0.500
CERAMIC TILE FNSHER		BLD		29.580	0.000	1.5	1.5	2.0	7.200	8.200	0.000	0.000
ELECTRIC PWR EQMT OP		ALL		38.300	45.290	1.5	1.5	2.0	6.150	10.73	0.000	0.380
ELECTRIC PWR GRNDMAN		ALL		26.280	45.290	1.5	1.5	2.0	5.790	7.360	0.000	0.260
ELECTRIC PWR LINEMAN		ALL		42.540	45.290	1.5	1.5	2.0	6.280	11.92	0.000	0.430
ELECTRIC PWR TRK DRV		ALL		27.560	45.290	1.5	1.5	2.0	5.830	7.720	0.000	0.280
ELECTRICIAN		BLD		37.090	39.090	1.5	1.5	2.0	6.100	8.580	0.000	0.550
ELECTRONIC SYS TECH		BLD		30.830	32.580	1.5	1.5	2.0	6.350	7.970	0.000	0.400
ELEVATOR CONSTRUCTOR		BLD		41.690	46.900	2.0	2.0	2.0	13.57	14.21	3.340	0.600
FENCE ERECTOR		ALL		32.210	34.110	1.5	1.5	2.0	8.840	10.02	0.000	0.900
GLAZIER		BLD		32.380	34.380	1.5	2.0	2.0	7.050	8.400	0.000	0.430
HT/FROST INSULATOR		BLD		31.230	32.230	1.5	1.5	2.0	5.790	9.960	0.000	0.250
IRON WORKER		ALL		32.210	34.110	1.5	1.5	2.0	9.240	10.92	0.000	0.900
LABORER		BLD		28.920	30.170	1.5	1.5	2.0	6.300	12.84	0.000	0.800
LABORER		HWY		30.310	31.310	1.5	1.5	2.0	6.300	12.92	0.000	0.800
LATHER		BLD		35.600	37.850	1.5	1.5	2.0	8.000	10.25	0.000	0.520
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS		BLD		29.580	0.000	1.5	1.5	2.0	7.200	8.200	0.000	0.000
MARBLE MASON		BLD		31.080	0.000	1.5	1.5	2.0	7.200	8.550	0.000	0.000
MILLWRIGHT		BLD		31.060	33.310	1.5	1.5	2.0	8.000	15.25	0.000	0.520
MILLWRIGHT		HWY		33.060	34.810	1.5	1.5	2.0	8.000	15.67	0.000	0.520
OPERATING ENGINEER		ALL	1	38.600	0.000	1.5	1.5	2.0	8.000	9.500	0.000	0.850
OPERATING ENGINEER		ALL	2	24.750	0.000	1.5	1.5	2.0	8.000	9.500	0.000	0.850
OPERATING ENGINEER		ALL	3	29.600	0.000	1.5	1.5	2.0	8.000	9.500	0.000	0.850
PAINTER		ALL		34.460	35.960	1.5	1.5	2.0	7.200	4.480	0.000	0.600
PAINTER SIGNS		ALL		34.460	35.960	1.5	1.5	2.0	7.200	4.480	0.000	0.600
PILEDRIVER		BLD		36.600	38.850	1.5	1.5	2.0	8.000	10.25	0.000	0.520
PILEDRIVER		HWY		35.600	37.350	1.5	1.5	2.0	8.000	10.25	0.000	0.520
PIPEFITTER		BLD		39.400	41.900	1.5	1.5	2.0	7.000	11.45	0.000	1.020
PLASTERER		BLD		31.000	33.000	1.5	1.5	2.0	7.200	10.77	0.000	0.500
PLUMBER		BLD		39.400	41.900	1.5	1.5	2.0	7.000	11.45	0.000	1.020
ROOFER		BLD		29.950	31.450	1.5	1.5	2.0	9.250	8.400	0.000	0.240
SHEETMETAL WORKER		BLD		35.740	37.740	1.5	1.5	2.0	8.700	13.72	0.000	0.520
SPRINKLER FITTER		BLD		37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000	0.350
STONE MASON		BLD		31.320	32.820	1.5	1.5	2.0	7.200	11.57	0.000	0.850
SURVEY WORKER												
10.59 0.000 0.800												
TERRAZZO FINISHER		BLD		29.580	0.000	1.5	1.5	2.0	7.200	8.200	0.000	0.000
TERRAZZO MASON		BLD		31.080	0.000	1.5	1.5	2.0	7.200	8.550	0.000	0.000
TILE MASON		BLD		31.080	0.000	1.5	1.5	2.0	7.200	8.550	0.000	0.000
TRUCK DRIVER		ALL	1	34.100	37.770	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TRUCK DRIVER		ALL	2	34.600	37.770	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TRUCK DRIVER		ALL	3	34.820	37.770	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TRUCK DRIVER		ALL	4	35.140	37.770	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TRUCK DRIVER		ALL	5	36.060	37.770	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TRUCK DRIVER		O&C	1	27.280	30.220	1.5	1.5	2.0	11.40	5.440	0.000	0.250

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TRUCK DRIVER	O&C 2	27.680	30.220	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TRUCK DRIVER	O&C 3	27.860	30.220	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TRUCK DRIVER	O&C 4	28.110	30.220	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TRUCK DRIVER	O&C 5	28.250	30.220	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TUCKPOINTER	BLD	31.320	32.820	1.5	1.5	2.0	7.200	11.57	0.000	0.850

**Legend:** RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

## ***Explanations***

### CHAMPAIGN COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

### CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

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ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.



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OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart- Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in Manifold, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

Class 2. Concrete Mixers without Skips, Rock Crusher, Ditching Machine under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps or Welding Machines, within 400 feet, Air Compressor 600 cu. ft. and under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lift (when used for landscaping work), Concrete and Blacktop Curb Machine, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Super Sucker (and similar type of equipment).

Class 3. Power Cranes, Truck or Crawler Crane, Rough Terrain Crane (Cherry Picker), Tower Crane, Overhead Crane.

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Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

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## **SECTION 3**

# **TECHNICAL SPECIFICATIONS**

### **SECTION 3.1      INCIDENTAL CONSTRUCTION REQUIREMENTS**

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

Construction within 1,000 feet of an occupied residence, commercial business, library, hospital or similar receptor shall be confined to a period beginning at 7:00 a.m. and ending at 8:00 p.m. This time regulation shall not apply to maintenance or operation of safety and traffic control devices such as barricades, signs, and lighting, or to construction of an emergency nature.

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

**Construction Limits.** The construction limits shall be the public street rights-of-way and the land rights area as possessed by the Owner and shown on the Plans, except as hereinafter specified. The land rights areas include the permanent rights-of-way for the maintenance and operation of the Owner's facilities and additional temporary construction licenses obtained to facilitate the performance of the work required in this Contract. Any extension of the construction limits beyond the land rights areas designated shall be the minimum required for efficient construction operations and meet with the approval of the Engineer.

In any case, extension of the construction limits beyond the land rights areas previously acquired shall not be allowed without the approval in writing of the individual or agency having the authority to give said approval for the specific parcel of land involved. Copies of right-of-way and construction license plats and descriptions will be provided if requested.

**Notification of Closure.** The Contractor shall inform all Homeowners and Businesses 48 hours prior to driveway and / or access closure through written notification.

**Traffic and Access.** The Contractor's operations shall cause no unnecessary inconvenience to the public. The public rights-of-way shall be maintained at all times unless interruption is authorized by proper local authority. Contractor's authorized and / or detour plans shall be provided to the Engineer for approval.

Safe and adequate access shall be provided and maintained to all public protection devices and to all critical utility control location. Facility access shall be continuous and unobstructed unless otherwise approved.

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**Storage of Equipment and Materials in Public Streets.** Construction materials and equipment shall not be stored or parked on public streets, roads, or highways. During any material or equipment loading and / or unloading activities that may temporarily interfere with traffic, acceptable detour(s) shall be provided for the duration of the activity. Any associated expense for this activity will be the responsibility of the Contractor.

Excavated material, including suitable material that is intended for adjacent trench backfills or other earth backfill, shall not be stored in public streets, roads, or highways that remain in service for the public. Any waiver of this requirement must be obtained from the proper local authority and approved by the Engineer. All excess and unsuitable materials shall be removed from the site as soon as possible. Any spillage shall be removed from roadways prior to use by the public.

**Dust Abatement and Haul Road Maintenance.** Water for dust abatement and haul road maintenance shall be applied to haul roads and other dust producing areas as needed to prevent air pollution or excessive dust, which causes impaired vision on trafficked roads and in work areas, and to maintain the roads in good condition for safe and efficient operation during periods of use. Roads that may be jointly used with the public and by the Contractor's equipment, shall have dust abatement provisions acceptable to the public entity that has road maintenance responsibility.

**Scheduling of Closures.** It is the Owner's intent to allow the Contractor to schedule his activities to minimize the disruption to the surrounding neighborhood. Contractor's Project Schedule will be evaluated, in part, upon a demonstrated intent to reduce disruption when possible. Owner will allow complete closure of streets, so as to expedite construction activities and reduce overall disruption to adjacent residences.

**Utilities / Water Supply.** If the Contractor desires to use of an existing utilities (water, electricity, etc.) he shall make application to the proper municipal authorities and / or utilities and shall conform to any municipal ordinances, rules or regulations. The Owner and the Contractor shall come to agreement about compensation, if any, for utility services used by the Contractor and paid for by the Owner.

Water may be obtained from Champaign County by prior arrangement. The Contractor will be responsible for the acquisition of any water required for the Work and transportation of water to the Work site. Use of existing hydrants shall comply with Section 7-12 of the Standard Specifications for Water and Sewer Main Construction in Illinois. Water supplied shall conform to the requirements of Section 1002 of the "Standard Specifications for Road and Bridge Construction" April 1, 2016.

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**Equipment on Traveled Surface and Structures.** The traveled surface and structures on or adjacent to the Work shall be protected, in a manner satisfactory to the Engineer, from damage by lugs or cleats on treads or wheels of equipment. When crossing or working upon such surfaces with equipment with lugs or cleats, the Contractor shall place timber or rubber pads under the lugs or cleats to prevent any type of damage to the surfaces.

The Owner will not be responsible for any delay in construction, in operations or for any costs incurred by the Contractor as a result of compliance or noncompliance with the above requirements. The Contractor shall repair and / or replace at his own expense, any pavement damage as a result of his failure to comply with the above requirements, and moneys due him may be withheld to cover such damage. The Engineer shall determine the extent of the damages and the cost of replacement.

All equipment used in the prosecution of the Work shall comply with the legal loading limits established by the statutes of the State of Illinois or local regulations when moved over or operated on any traveled surface or structure. Before using any equipment which may exceed the legal loading, the Contractor shall secure a permit, allowing ample time for making an analysis of stresses to determine whether or not the proposed loading would be within safe limits. The Owner will not be responsible for any delay in construction operations or for any costs incurred by the Contractor as a result of compliance with the above requirements.

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

**Protection of Existing Features Within and Adjacent to the Work Area.** The Contractor shall preserve and protect all existing trees, shrubs, plantings, street signs, fences, retaining walls, light poles, pavement surfaces, property survey monuments, structures, and utility line appurtenances. Any required protection of existing features within and adjacent to the Work area shall be considered incidental to the contract. Any damage to existing features within and adjacent to the Work area, created by failure of the Contractor to provide adequate protection from his construction operations, shall be repaired or replaced to the satisfaction of the respective Owner at the Contractor's expense.

The Contractor shall preserve and protect all permanent survey markers including private property corner markers, Section or Quarter Section monuments, and permanent benchmarks. Survey markers necessarily moved as a result of proposed construction, or otherwise damaged by the Contractor shall be replaced at the Contractor's expense by an Illinois Professional Land Surveyor.

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**Surface Restoration.** All existing street, sidewalks, alleys, signs, fences, sheds, yards, and other miscellaneous property which are removed to allow the construction or damaged by the Contractor's operation, whether on street right-of-way or easement, shall be restored (at no additional compensation) to a condition at least equivalent to that which existed at the commencement of the work unless additional written arrangements are made satisfactory to the owner of said property. The Contractor shall be solely liable for damages to items described herein, and moneys due him may be withheld to cover such damages.

**Protection and Restoration of Traffic Signs.** Any traffic or information sign within the limits of construction which interferes with construction operations can be removed by the Contractor and any sign which is obscured by or otherwise interfered with by the construction operations to the extent that it no longer has the desired effect on traffic can be removed by the Contractor. All removed signs shall be immediately re-erected at the temporary location and must be maintained straight and neat appearing for the duration of the temporary setting. As soon as construction operations permit, the sign shall be re-erected at its permanent location to the satisfaction of the Owner. The cost of all materials required and all labor necessary to comply with this provision will not be paid for separately, but shall be considered as incidental to the Contract.

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

The Contractor shall furnish and replace at his own expense, any traffic sign or post which as determined by the Engineer has been damaged due to the Contractor's operation.

**Stored Materials and Security.** If it is necessary to store materials, they shall be protected in such a manner as to assure the preservation of their quality and fitness for the work. All stored materials shall be inspected at the time of use in the work, even though they may have been inspected before being placed in storage. Any additional space required for stockpiling shall be provided by the Contractor at his expense.

The Contractor shall be responsible for security of the project site for the duration of the contract. This security shall cover the existing buildings, structures, and equipment, as well as all equipment, materials, and furnishings used for completion of the work.

The Contractor may use various sites to stockpile materials and equipment incidental to its construction. Stockpiling shall be confined to such sites as authorized by the Owner.



## **SECTION 3.2 SEQUENCE OF WORK**

**Construction Sequence.** Five (5) days prior to start of construction, the Contractor shall propose a detailed sequence of construction activities to the Engineer for review and approval. The Contractor shall be free to propose the construction sequence that is most beneficial to him and meets the completion date and the requirements below. The Engineer shall have final approval of the proposed sequence.

**Project Completion.** The completion date for all remaining punch list items after the September 30, 2016 substantial complete deadline shall be **October 10, 2016**.

## **SECTION 3.3 PROJECT MOBILIZATION**

**Description.** This Work shall consist of preparatory work and operations necessary for the movement of personnel, equipment supplies and incidentals to the project site, along with all other work or operations which must be performed or costs incurred when beginning work upon the project.

**Basis of Payment.** This work shall not be measured or paid for separately, but shall be included in the Lump Sum pricing for each individual site.

## **SECTION 3.4 PERIODIC AND FINAL CLEANING**

**Description.** All dirt, mud, trench backfill materials, temporary surface, unused materials, stored materials, or other debris shall be removed by the Contractor from pavement surfaces, ground surfaces, sewers, manholes, catch basins and other locations within the project area as directed by the Engineer.

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

In the event that the Contractor fails to clean up and neaten the work site within 5 calendar days after a request to do so, all progress payments shall be suspended and shall not be resumed until cleanup in a manner satisfactory to the Engineer has occurred.

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During construction, the Contractor shall clean up as the Work proceeds. The premises shall be kept free of accumulations of waste materials and earth, rubbish and other debris resulting from the work. All debris and waste materials and salvaged materials, unless required by the Specifications to be reused or delivered to the Owner, shall become the property of the Contractor and shall be removed by the Contractor from the construction site.

Where truck crossings occur over sidewalks, they shall be kept free from all spilled earth and grading materials and shall at all times be maintained in a passable condition for foot traffic.

Generally, the transportation of materials to and from the sites shall be over regular streets. When the Contractor's operations or that of its shippers, haulers, or subcontractors are such that dirt, mud, or debris is spilled or otherwise deposited on streets, driveways, sidewalks, or other thoroughfares, the Contractor shall clean up the large chunks before the close of every day's operations or before it is broken up or becomes impacted on the surface. In case of dispute or Contractor's failure to perform this cleanup work, the Owner may clean the streets and walks, remove the rubbish, etc., and will charge the cost to the Contractor, by withholding monies due to cover all charged work.

After completion of work in any of the site work areas, the Contractor will remove all waste materials, rubbish and debris from and about the premises as well as all tools and surplus materials, and will leave the sites clean and ready for occupancy by the Owner. The Contractor will restore to their original condition any roads, utilities, walks, buildings, etc. disturbed or damaged by the Contractor's operations.

Open burning of debris will not be permitted unless specifically authorized in writing by the Owner, and then only following state, municipal or other local codes, ordinances, rules or regulations.

**Basis of Payment.** This work shall not be measured or paid for separately, but shall be included in the Lump Sum pricing for each individual site.

### **SECTION 3.5      TRAFFIC CONTROL**

**Description.** This Work shall include furnishing, installing and maintaining traffic and pedestrian control signage and barricades as described in the Plans and conforming to applicable portions of Section 701 of the "Standard Specifications for Road and Bridge Construction", applicable guidelines contained in the Illinois "Manual on Uniform Traffic Control Devices", the applicable traffic control Highway Standards, and any special details contained in the Plans. Special attention is called to Articles 107.09 and 107.14 of the "Standard Specifications for Road and Bridge Construction".

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**Execution.** The Contractor shall present for approval a Traffic and Pedestrian Control Plan for each work area at the Pre-Construction meeting or at least 2 weeks prior to the start of construction. The Plan shall outline traffic control measures anticipated for each phase of the Project. The Plan shall include signage and barricade locations, construction access routes, and staging areas. The Engineer shall review the proposed Traffic Control Plan and make any modifications deemed necessary for safety and other reasonable considerations. Any delays, inconvenience or expenses which the Contractor incurs in complying with these requirements shall be considered incidental to the project and no additional compensation will be allowed.

The Traffic Control Plan shall outline traffic control measures planned for each phase of the project work. The Traffic Control Plan shall include signage and barricade locations, construction access routes, and staging areas. The duration and timing of all anticipated street or lane closures shall also be included.

The Contractor shall provide temporary barricades and signs to indicate to pedestrians and motorists the location of excavations or other points of danger. Lanterns shall be used to mark such points during all hours from dusk to daylight. Responsibility for adequacy of such warning devices shall lie entirely with the Contractor. Work zone traffic control shall follow the applicable provisions of Part VI of the Manual on Uniform Traffic Control Devices.

In the event any driveway or street is completely blocked to traffic, the Contractor shall notify METCAD, the Police, and the Fire Department having jurisdiction in the area, 48 hours before closing such a driveway or street and also upon reopening it for traffic. Warning signs and lanterns shall be maintained until the construction area is no longer affected by construction activities and available for normal traffic use.

When flaggers are required, the Contractor shall attempt to utilize flaggers certified by the Illinois Department of Transportation.

To ensure a prompt response to incidents involving the integrity of the work zone traffic control devices, the Contractor shall provide a telephone number where a responsible individual can be contacted on a 24 hour-a-day basis. When the Engineer is notified or determines a deficiency exists, (s)he shall be the sole judge as to whether the deficiency is an immediate safety hazard.

**Public Convenience and Safety.** The Contractor shall notify the Owner at least 5 days in advance of the starting of Work which might in any way inconvenience or endanger traffic, so that arrangements may be made, if necessary, for closing the road and providing suitable detours. The Contractor shall at all times conduct the Work in such a manner as to insure the least obstruction to vehicular and pedestrian traffic. The convenience of the general public and or residents along the roadway shall be provided for in an adequate and satisfactory manner.

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

**Coordination with Landowners.** Contractor shall coordinate his activities and traffic control work so as to minimize disruption to the residents. Contractor shall coordinate his activities with the adjacent property landowners to address and resolve concerns that may develop during the Work.

**Temporary Traffic Control Devices.** When any section of road is closed for construction operations of any type, or when traffic is to be maintained along the route under construction, or when section of the road is opened to traffic prior to completion of all work on the section, the Contractor shall protect the workmen and provide for safe and convenient public travel by providing, erecting, and maintaining (in accordance with the Illinois Department of Transportation's traffic control standards or designs) all signs, signals, markings, traffic cones, barricades, warning lights, flagmen, and other traffic control devices required for the type of operation being performed. Number, type, color, size, and placement of all traffic control devices shall conform to the traffic control standards or designs included in the latest edition of the State of Illinois Manual on Uniform Traffic Control Devices for Streets and Highways.

When traffic is to be directed over alternate routes, the Contractor will erect and maintain the traffic control devices along the alternate routes in accordance with the traffic plan. Engineer shall have in writing, prior to initiation of an alternate route, specifics governing the alternate route for review and approval.

To provide access to private property along the closed portion of the road, the Contractor shall at his expense, provide, erect, and maintain all traffic control devices necessary to protect the work and to safeguard local traffic. Local traffic is traffic whose immediate destination is within the limits of construction or closure, limited to use by persons for necessary access to real property, which real property is not otherwise accessible by another public way.

Any traffic control device which has become ineffective due to damage or defacement shall be replaced by the Contractor. All traffic control devices shall be kept clean and neat appearing.

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During all working times when an open excavation is within or adjoins a traveled surface or driveway / access roads, the Contractor shall surround the work area with a combination of Type III barricades and construction materials and equipment, or if the Contractor desires, plastic safety fencing in lieu of the construction materials. The plastic safety fencing shall be plastic industrial safety fencing with diamond shaped plastic netting, mesh size nominal opening of 1 1/2 inches, manufactured from high-density polyethylene resin. The fencing shall be 48 inches in height. The fence shall have a bright international orange color. Fence posts shall be either steel or aluminum, and shall be set as required to secure the fence.

Flashing lights shall be installed above the first two (2) warning signs on each approach to the work involving a nighttime lane closure and shall be high intensity units. These units shall operate during hours of darkness. The Contractor shall be responsible for replacing units which have become defective. Any light out of order shall be replaced or repaired by the Contractor within 12 hours after notification.

Barricades and / or cones used for channelization or delineation and warning signs shall be sequentially placed in the direction of the traffic flow and removed in reverse order. Lane closure signs and flagmen signs shall be erected prior to barricades and / or cones, and remain erected until such time as all traffic control devices have been removed from the pavement.

Construction signs necessary only during working hours shall be removed or covered during non-working hours. Portable sign stands or posts shall be furnished by the Contractor and shall be erected to the satisfaction of the Engineer and in accordance with the traffic control standards or designs included in these General Requirements.

At all times during which men are working where two-way traffic is to be maintained over one (1) lane of pavement or where traffic is restricted to less than the normal number of lanes on a multilane pavement, the Contractor will be required to furnish flagmen at his expense to protect his workmen and to warn and direct traffic. The flagmen shall be equipped with fluorescent orange vests and an approved flagmen traffic control sign. Two (2) flagmen will be required for each separate operation where two-way traffic is maintained over one (1) lane of pavement and one (1) flagman will be required for each separate operation where traffic is restricted to less than the normal number of lanes on a multilane pavement.

**Deficiency Deduction.** Pedestrian and vehicular traffic control is essential to the integrity of the Project. When the Engineer is notified or determines that a traffic control deficiency exists, he will notify the Contractor of the deficiency. Contractor shall dispatch sufficient resources to correct any such deficiencies within 3 hours.

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If the Contractor fails to address the deficiency to the satisfaction of the Engineer within 4 hours, the Owner will impose a monetary deduction in the contract price of **\$200** for each 24 hour period (or portion thereof) that a deficiency exists. The time period will begin 1 hour after the notification to the Contractor of failure to adequately address a deficiency and end with the Engineer's acceptance of the corrections.

If the Contractor fails to respond, the Owner may correct the deficiencies and the cost thereof will be deducted from monies due to the Contractor. This corrective action by Owner will in no way relieve the Contractor of his contractual obligations or responsibilities for traffic control.

**Closure of Streets.** Owner will allow streets to be fully closed to traffic during construction activities. The length of time for full closure of a location shall not exceed 48 hours. If construction will extend beyond 48 hours the Contractor will construct a temporary crossing over the trench in accordance with the applicable requirements of the Specifications.

Contractor shall provide 1 week advance notice to the Owner and Engineer of any street closures. Owner will notify area residents and local emergency service providers in advance of the closure. During repair of the street pavement at least one-half of the pavement shall be open to vehicular travel at all times.

**Placement of Traffic Control Signs and Devices.** The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignment consistent with barricade placement at all times. The Contractor shall immediately remove, cover or turn from the view of the motorists all traffic control devices which are inconsistent with detour or lane assignments patterns and conflicting conditions during the transition from one construction state to another. When the Contractor elects to cover conflicting or inappropriate signing materials used, he shall totally block out reflectivity of the sign and shall cover the entire sign. The method used for covering the signing shall meet the approval of the Engineer.

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices, which were furnished, installed and maintained by him under this contract, and such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

The Contractor shall ensure that all traffic control devices installed are operational, functional and effective 24 hours a day, including Sundays and holidays.

**Pedestrian Sidewalk Control.** The Contractor shall install, maintain and remove necessary signs and barricades needed to direct pedestrians to usable sidewalks and walkways during the construction in accordance with Illinois Department of Transportation Traffic Control Standard Case 701801-03.

All barricades shall be Type I and II equipped with a flashing light and beepers. At each point of closure, sufficient number of barricades shall be used to completely close the sidewalk to pedestrian movement. Contractor must preserve handicap access around work areas.

Generally, where construction activities involve the intersection of two streets, the work shall be staged so that both sidewalks are not out of service at the same time. In specific situations pedestrian traffic control shall be pre-approved by the Engineer.

**Basis of Payment.** This work shall not be measured or paid for separately, but shall be included in the Lump Sum pricing for each individual site.

### **SECTION 3.6      TEMPORARY EROSION CONTROL**

**Description.** Contractor shall provide all soil erosion and sediment control for all situations caused by utility installation, grading changes and paving improvements. The Contractor shall take sufficient precautions to prevent pollution of streams, lakes and reservoirs with eroded soil materials. He shall conduct and schedule his operations, as specified herein, or as directed, so as to avoid or minimize siltation of streams, lakes and reservoirs. Where, in the opinion of the Engineer, the land has a high potential for erosion, the areas that can be exposed by construction operations at any one time will be subject to approval by the Engineer, and the duration of the exposure of the uncompleted construction to the elements shall be as short as practicable. Erosion control and sediment control features shall be constructed concurrently with other work as specified herein or as directed by the Engineer.

**References.** Section 280 of the "Standard Specifications for Road and Bridge Construction".

**Filter Fabric.** Filter fabric utilized in silt fencing shall be standard industrial weight propylene fabric and reinforcement netting stitched together, or other suitable material, as approved by the Engineer. The material shall have the following characteristics:

1.      Filtering Efficiency: 85% (minimum)
2.      Tensile Strength at 20% maximum elongation: 30 pounds per linear inch (minimum)
3.      Slurry Flow Rate: 0.3 gallons per square foot (minimum)

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**Silt Fence.** Silt fence reinforcing wire shall be agricultural quality annealed steel #14 W & W gauge wire with open web pattern of 4 inches by 4 inches spacing maximum. Place wire support behind filter fabric. Silt fence support shall be solid, pressure-treated pine posts or steel "T" shaped posts.

**Geotextile Fabric.** Non-woven geotextile fabric of 3.5 ounces polypropylene or polyester fibers, or a combination thereof. Fabric shall be equal to Supac 4NP by Phillips Fibers, Enkafilter Type E35 by Enka, or Amoco 4545 by Atlantic Construction Fibers.

**Temporary Seeding.** Temporary seeding including fertilizer, limestone and mulches required to temporarily anchor all disturbed earth and erosion ditches during construction.

**Erosion Control Blanket.** Erosion control blanket shall comply with the provisions of Section 251 of the Standard Specifications.

**Inlet Sediment Bag.** Inlet sediment bags shall be fabricated to match the exact dimensions of the storm sewer inlet. Filter fabric used shall meet the requirements of this Section.

**Construction Requirements.** Contractor shall do all that is possible to minimize soil erosion and siltation caused by construction operations. Contractor shall comply with all local applicable regulations relating to the control of soil erosion and prevention of sedimentation pollution. The Contractor shall be fully informed regarding all regulations that affect the conduct of the work, and shall comply with such regulations at all times.

Prior to the beginning of soil surface disturbing activities, temporary soil erosion control measures and devices shall be placed as indicated on the drawings. Contractor will lay out devices by staking and schedule a site meeting with local authorities to approve erosion control measures prior to installation. Temporary erosion control devices shall be installed on the first day of construction activities. The Contractor shall continue to coordinate with local authorities throughout the project.

Surface water runoff originating upgrade from exposed areas should be controlled to reduce erosion and soil loss during the period of exposure. All land disturbing activities are to be planned and conducted so as to minimize off-site sedimentation damage. The Contractor shall conduct his activities in a manner that will prevent sediment from reaching streams flowing off site and will prevent increased velocities and peak rates of storm water runoff resulting in erosion along receiving streams.



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During the land disturbing activities, all actions shall be planned and conducted to minimize the size of any areas to be exposed at any one time and to limit exposure to the shortest feasible time. All disturbed areas shall be temporarily seeded for erosion protection within thirty days on any portion upon which active construction is no longer being undertaken. Every effort possible shall be made to bring each portion of the site to a stable state as quickly as possible, thus minimizing erosion potential.

The Contractor shall plan and execute construction and earthwork in a manner to control surface drainage to prevent erosion and sedimentation from cuts and fills and borrow and waste disposal areas. The Contractor shall provide temporary control measures such as berms, dikes, and drains as necessary. The Contractor shall also provide temporary control measures to prevent silting or runoff of silt or sediment from the site. All construction and earthwork shall be in accordance with the latest edition of the Illinois Environmental Protection Agency – Standards for Soil Erosion and Sediment Control.

Stabilized construction entrances shall be installed at locations as shown on the Plans or as directed by the Engineer where construction vehicles enter and exit construction areas.

**Silt Fence.** Silt fences shall be constructed of length and configuration necessary to protect against contamination and erosion. Maintain until the work under this contract is complete. Silt fence shall be installed around all manhole and inlet structures during construction and after construction in landscape areas.

Silt fence shall be installed with the bottom 8 inches of the fabric placed in an 8 inch deep trench and backfilled to prevent undermining of the silt fence. The silt fabric, fence, and posts shall be maintained in good order throughout the period of this contract. Apply silt fabric on the uphill side of posts with enough wire clips to prevent slippage or sagging under full load.

**Sediment Traps.** Sediment traps shall be constructed and maintained to filter sediment from runoff, until the work under the contract is complete. Diversion ditches shall be constructed so that a maximum drainage area is diverted through the trap.

**Rough grading.** Prior to temporary seeding and fertilizing, rough grade area to be seeded in general conformance to the proposed finish grades. Break up and remove large dirt clods and remove debris.

**Maintenance.** During the construction phases, erosion control measures shall be maintained. All erosion control devices shall be inspected weekly and immediately after each rainfall for damage. Adjust, realign or rebuild erosion control devices as required throughout the life of the project as necessary to maintain their intended function.

**Removal of Temporary Devices.** Sediment deposits shall be removed from silt fence when deposits reach a maximum of 1/3 height of the fence. Sediment shall be removed from sediment traps and diversion ditches when deposits reach approximately 1/2 the capacity of the erosion control device. Sediment shall be removed in such a manner so sediment is not released to subsequent lands.

Upon completion of piping installation and establishment of permanent ground cover, the sediment and all related materials are to be removed from the sedimentation traps and the trap removed entirely. The trap areas are to be backfilled to conform with the existing grades and grades indicated on the drawings.

After completion of site work under this contract, and a satisfactory stand of grass has been established and approved, the Contractor is to remove silt fences, catch basin protection and other erosion control devices and legally dispose of offsite.

If the Contractor fails to respond, the Owner may correct the deficiencies and the cost thereof will be deducted from monies due to the Contractor. This corrective action by Owner will in no way relieve the Contractor of his contractual obligations or responsibilities for erosion control.

**Basis of Payment.** This work shall not be measured or paid for separately, but shall be included in the Lump Sum pricing for each individual site.

### **SECTION 3.7      STABILIZED CONSTRUCTION ENTRANCE**

**Description.** This Work shall include furnishing materials and installing a temporary construction entrance if needed by the Contractor according to the details shown on the Plans and as directed by the Engineer.

**General.** Temporary construction entrances shall be constructed not less than 50 feet long and 10 feet wide at a thickness of 6 inches. Material for entrances shall be 2 inch diameter stone or reclaimed or recycled concrete equivalent. Filter cloth will be placed over the entire area prior to placing of stone.

All surface water flowing or diverted toward the construction entrances shall be piped across the entrance. If piping is impractical, the flow shall be diverted. An appropriate sediment trapping device may be required by the Engineer or Owner's Representative. Contractor shall provide shop drawing for approval. The entrance shall be maintained in a condition that prevents tracking or flowing of sediment onto public rights-of-way. This may require periodic top dressing with additional stone as conditions demand and repair and / or cleanout of any measures used to trap sediment. All sediment spilled, dropped, washed, or tracked onto public rights-of-way must be removed immediately.

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Wheels and undersides of vehicles shall be cleaned to remove sediment prior to entrance onto public rights-of-way. When washing is required, it shall be done on an area stabilized with stone that drains into a sediment trapping device as approved by the Engineer or Owner's Representative.

Periodic inspection and needed maintenance shall be provided after each rain.

**Basis for Payment.** This work shall be paid for at the Contract Lump Sum Price for each individual site.

### **SECTION 3.8 EXPLORATORY EXCAVATION**

**Description.** This Work shall consist of furnishing all labor, materials, machinery, tools and supervision for the exploratory excavation at locations indicated on the Plans and as directed by the Engineer. This work shall be accomplished in advance of construction of utilities.

**Execution.** This work shall be performed in accordance with the applicable provisions of Section 213 of the "Standard Specifications for Road and Bridge Construction". The limits of exploratory excavation shall be as directed by the Engineer. After the opening has been inspected by the Engineer, the excavated material shall be used to backfill the hole in a manner satisfactory to the Engineer. Any excess material shall be disposed of offsite by the Contractor, and the area shall be shaped and trimmed in accordance with Section 212 of the "Standard Specifications for Road and Bridge Construction".

**Basis of Payment.** This work shall not be measured or paid for separately, but shall be included in the Lump Sum pricing for each individual site.

### **SECTION 3.9 PROTECTION OF EXISTING TREES AND SHRUBS**

**Description.** Existing trees and shrubs within the Project area shall be protected from damage unless indicated on the Plans to be removed. The Engineer shall instruct the Contractor to trim branches interfering with the Work. It will be the responsibility of the Contractor to assure that the trees and shrubs remain alive and in good condition throughout the course of the project. Should a tree or shrub not designated for removal be destroyed, be damaged, or die, the Contractor shall repair or replace that tree or shrub as directed by the Engineer.

**Construction Methods.** Care and protection of existing trees and shrubs shall be performed in accordance with Section 201 of the "Standard Specifications for Road and Bridge Construction", dated April 1, 2016.

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All trees designated by the Engineer for protection shall be provided with temporary fencing. Fencing shall be orange plastic safety or snow fencing made of high density polyethylene, and shall be not less than 36 inches in height. The tree shall be protected at its dripline, up to a maximum fence diameter of 40 feet. Standard steel or wood fence posts shall be utilized.

Tree limbs and roots shall be pruned as necessary, in consultation with the Engineer or Owner's Representative. Limb and root pruning shall be minimized to the extent possible. All pruning shall be done in the presence of the Owner's Representative. All tree limbs, trimmed roots and other debris shall be removed from the site and properly disposed.

**Measurement and Payment.** This work shall be paid for at the Contract Lump Sum Price.

The Work for replacing damaged or destroyed trees and shrubs that were designated to be saved and / or protected will not be paid for separately, but shall be considered incidental to the Contract.

### **SECTION 3.10 DEMOLITION / PROTECTION**

**Description.** This Work shall consist of all labor, material, and equipment to demolish and / or remove or to protect and / or hold existing pavements, landscape plants / trees / materials and / or existing utility infrastructure.

**Execution.** The Contractor shall provide protection for existing landscape plants, trees and materials, and utility appurtenances which are not designated to be removed. Dust and erosion control measures shall be employed that are appropriate for the situation. Any pavement, landscape, tree, plant or material or any utility appurtenance damaged during construction shall be replaced "in kind" at no additional cost to the Owner.

The Contractor shall remove and dispose of landscape trees / stumps / plants / materials in areas designated for tree / stump / plants / materials removed. The Contractor shall recover topsoil in these areas in accordance with these Specifications.

**Basis of Payment.** This work shall not be measured or paid for separately, but shall be included in the Lump Sum pricing for each individual site.

### **SECTION 3.11 EXCAVATION AND EMBANKMENT FOR SITEWORK**

**Description.** This Work shall include all labor, materials, machinery, tools and supervision necessary for excavation, embankment and grading required to prepare the site as shown on the Plans. Materials to be excavated shall be those encountered. Remove excess excavated materials from site.

**References.** Sections 202, 203, 205, 211, 212, 301, and 502 of the Illinois Department of transportation "Standard Specifications for Road and Bridge Construction", dated April 1, 2016, including all addenda.

**Submittals.** Provide results of compaction testing for all compacted fill materials and subgrades.

**Topsoil.** Excavated soil materials, graded free of roots, rocks larger than 1/2 inch, subsoil, debris, and large weeds, complying with Section 211 of the "Standard Specifications for Road and Bridge Construction."

**Subsoil.** Excavated soil material, graded free of lumps larger than 6 inches, rocks larger than 3 inches and debris.

Fill beneath or within two feet of pavements shall be Illinois Department of Transportation gradation CA-6 or CA-10 crushed limestone or non-organic excavated materials approved by the Engineer or asphalt millings.

**Protection.** Protect trees, shrubs, lawns, and other features remaining as portion of the final landscaping. Protect benchmarks, fences, pavements, and horizontal control points. Protect above or below grade utilities which will remain and pass through the work area.

Provide for surface drainage during the period of construction in a manner to avoid creating a nuisance to adjacent areas. Take special care to prevent surface drainage from filling excavations.

**Execution.** Excess earth shall be removed and disposed of off-site in accordance with Article 202.03 of the "Standard Specifications for Road and Bridge Construction" and at the direction of the Engineer or Owner's Representative. It is anticipated that the project will generate surplus earth that shall be disposed of off-site.

Areas of fill and embankment shall be properly placed and compacted in accordance with the applicable provisions of Section 205 of the "Standard Specifications for Road and Bridge Construction". Fill materials shall be properly placed and compacted to not less than 90% of Standard Proctor Density in non-pavement areas and not less than 95% Standard Proctor Density in pavement areas. Contractor shall employ appropriate measures to control dust and sediment that might leave the work area.

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All excavation and embankment shall be done in accordance with the lines, grades, and cross sections shown in the plans and shall not be modified without the written consent of the Engineer. In no case shall the excavated cross section fall outside the design cross section shown on the plans or as specified. In no case shall extensive over-excavation be allowed. The excavated surfaces shall be reasonably smooth. This item shall include all common excavation and embankment work required for site grading and other related activities.

No special provisions will be made for rock excavation. Any boulders encountered shall be removed and disposed of off the site as directed by the Owner's representative.

Areas to receive landscaping shall be over-excavated to allow a minimum 6 inch thickness of topsoil to be replaced. The tolerance of this work shall be to within 0.1 ft. of the finished elevations shown on the Plans.

Conduct excavation operations to ensure minimum interference with streets, walks and other adjacent occupied or used area with ongoing building construction. Ensure safety passage of persons around the area of excavation. Conduct operations to prevent injury to adjacent buildings facade, structure, or other facilities or persons.

The Contractor shall notify the Owner, at least 5 working days in advance, prior to starting any excavation operations, to permit the Owner to notify the adjacent landowners of impending excavation activities.

The tolerance of this work shall be to within 0.1 feet of the finished elevations shown on the Plans for all ditches and drainage swales and shall be within 0.1 foot for all other areas graded.

**Spoil Disposal.** Excess soil materials shall be removed and disposed of off-site. The Owner may designate a small disposal area for the limited disposal of excavated materials at the project area. It is intended that all or nearly all of the excavated materials shall be removed for the site.

Excess earth shall be removed and disposed of off-site in accordance with Article 202.03 of the Standard Specifications and at the direction of the Engineer. It is anticipated that the project will generate surplus earth and debris that shall be disposed of off-site.

Contractor shall coordinate his hauling activities during excavation operations to minimize disruptions to the surrounding neighborhood. Contractor shall develop and submit for approval by the Engineer a hauling plan for detention basin construction activities which minimized neighborhood disruption. To the extent possible, continued long term exposure of portions of the neighborhood to hauling required for excavation work in other portions of the neighborhood will not be allowed.

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Spoil disposal areas shall be rough graded upon completion of excavation activities. Spoil disposal areas shall be surrounded by silt fence until an appropriate vegetated cover is established.

**Topsoil Excavation.** Excavate topsoil from pavement areas and distribute excess topsoil not being reused within the site. Do not excavate wet topsoil. Stockpile to depth not exceeding 8 feet. Provide environmental protection from erosion.

**Subsoil Excavation.** Excavate subsoil from marked areas and remove excess subsoil not being reused at the site. Do not excavate wet subsoil. Provide environmental protection from erosion. Remove from site all unsuitable or unstable material interfering with the proposed construction. Cut subsoil to grade of base of proposed improvements.

**Subsoil Preparation.** Rough grade subsoil systematically as early as possible to allow for a maximum amount of natural settlement and compaction. Eliminate uneven areas and low spots. Remove debris, roots, branches, stones in excess of 1/2 inch in size. Remove subsoil which has been contaminated with petroleum products and dispose of in accordance with applicable environmental regulations.

Bring subsoil to indicated levels, profiles and contours. Make changes in grade gradual. Bend slopes into level areas.

Scarify all subgrade to a depth of 4 inches where topsoil will be placed. Scarifications to be a maximum separation of 3 feet cut two directions, one perpendicular to the other. Repeat scarification in areas where equipment used for hauling and spreading topsoil has compacted subsoil.

**Embankment.** Topsoil shall be removed from all areas that are to receive embankment fill. The existing ground on which the embankment is to be constructed shall be in acceptable condition and all holes, washouts, ditches, channels and other surface irregularities shall be stripped of unsuitable material, filled in layers and thoroughly compacted as specified below. The slopes of all embankments shall be constructed and dressed in a neat and workmanlike manner, as indicated on the drawings or as directed by the Owner.

Only material approved by the Engineer shall be used for embankment. Placement of embankments will begin at the low points and spread uniformly in approximately horizontal layers not exceeding 8 inches in thickness before compaction. All fill materials beneath of within 2 feet of paved areas shall be Illinois Department of Transportation gradation CA-6 or CA-10 crushed limestone or asphalt millings or non-organic excavated materials approved by the Engineer.

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Each layer shall be leveled with approved equipment. After spreading, each layer shall be thoroughly manipulated by plowing, disking, or other approved methods, to the full depth of the layer being placed to assure uniform density and moisture distribution for proper compaction. If the moisture content at the time of compaction is too dry, it shall be moistened by sprinkling, before and during manipulation, to properly condition the material for compaction. If the material is too wet, the compaction operation shall be delayed until the moisture content has been reduced to within satisfactory compaction rate (within 2% of optimum). No jetting or water soaking will be permitted.

**Compaction.** Compact subgrade areas beneath or within 2 feet of pavements to 95% Standard Proctor Density. Subgrades beneath pavements shall also be compacted so as to have a minimum CBR of 6, as measured by DCP tests. Compact non-structural embankment to a minimum of 85% Standard Proctor Density.

**Site Compaction Testing.** Testing of compacted fill materials / subgrades will be performed by an independent testing laboratory employed and paid for by the Contractor. Testing will be performed in a manner to least encumber performance of the work. Density tests shall be conducted for each lift of compacted material except as otherwise noted or as allowed by the Engineer. The tests shall be performed for a minimum of every 1,000 square feet of area of portion thereof.

**Placing Topsoil.** Place topsoil in accordance with Section 211 of the "Standard Specifications for Road and Bridge Construction". Place topsoil to a minimum depth of 6 inches, up to finish grade elevation for all disturbed areas to be seeded. Use topsoil in relatively dry state. Place during dry weather. Fine grade topsoil, eliminating rough and low areas, to ensure positive drainage. Maintain levels, profiles and contours of subgrades. Remove stone, roots, grass, weeds, debris and other foreign material while spreading.

Topsoil shall be segregated during excavation activities, to allow for its reuse. Manually spread topsoil around trees, plants and building to prevent damage which may be caused by grading equipment. Roll and lightly compact placed topsoil. Topsoil shall be free from rocks, stones, debris and other unsuitable materials, and shall be approved by the Engineer or Owner's Representative before placement. Excess topsoil shall become the property of the Owner.

**Basis of Payment.** This work shall not be measured or paid for separately, but shall be included in the Lump Sum pricing for each individual site.



### **SECTION 3.12 PAVEMENT REMOVAL AND REPLACEMENT**

**Description.** This Work consists of the removal of all rigid pavements encountered regardless of composition or thickness including: Portland Cement concrete pavements, brick pavements with PCC base course, asphalt pavements with PCC, aggregate or brick base course, and any other miscellaneous pavements encountered not covered separately in these Special Provisions. The limits of pavement removal are as shown on the Plans or directed by the Engineer. All debris shall be removed and disposed of off-site. Contractor shall employ means to control dust and sediment that may leave the work site.

**Materials.** Portland Cement Concrete for pavement shall be an Illinois Department of Transportation approved High Early Strength mix containing 5% to 8% entrained air. Materials shall be in accordance with Section 1020 of the Standard Specifications. Concrete mixes used for construction of high-early-strength Portland Cement Concrete pavement shall induce the use of high early strength Portland Cement (Type III Cement) either exclusively or as partial replacement of the Type I Portland Cement, a rich mix of Type I Portland cement, or a concrete mixture containing an accelerator approved by the Engineer. The concrete shall contain a minimum of six (6) bags of cement and develop a minimum compressive strength in 72 hours of 3,500 P.S.I. The maximum slump shall be 3 inches. Failure to meet any of these requirements shall be cause for rejection of the concrete.

Temporary aggregate base course shall be a course aggregate gradation CA-6 of CA-10 conforming to the "Standard Specifications for Road and Bridge Construction".

Temporary pavement surface shall be 8 Inch thickness of CA-6 or CA-10 complying with applicable requirements of the Standard Specifications.

**Construction Requirements.** The removal of the existing pavement shall be done in accordance with Article 440 of the Standard Specifications. The Contractor shall sawcut existing pavements at the limits of removal as shown on the Plans or as directed by the Engineer in the field. All sawcuts shall be full depth and shall be incidental to other removal items and will not be paid for separately.

Care shall be taken when removing pavements to preserve and protect adjacent Portland cement concrete and bituminous pavements to remain in place. Existing pavements damaged by construction operations shall be replaced by the Contractor to the satisfaction of the Engineer at no cost to the Owner. Demolition debris shall be immediately removed from the site.

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At locations where it is necessary to cut bituminous concrete surfaces, concrete pavement, concrete driveway pavement, concrete sidewalk, or concrete curb and gutter, where it will abut the proposed new construction, a uniformly straight full depth saw cut shall be obtained by the use of a diamond concrete saw. The use of pneumatic tools to make these cuts will not be allowed. This work shall be considered incidental to the various pay items of the proposed construction involved and no additional compensation will be allowed.

Temporary replacement pavement for pavements and driveways shall be constructed in accordance with the provisions of Section 402 of the "Standard Specifications for Road and Bridge Construction" and these requirements. Temporary replacement pavement shall be placed only on fully compacted subgrade, matching existing dimensions. All work shall comply with Section 1020 of the "Standard Specifications for Road and Bridge Construction". Minimum thickness of temporary replacement pavement shall be 8 inches of compacted CA-6 or CA-10. The Engineer shall measure depth of the subgrade prior to placement of pavement. Temporary pavement shall not be placed until the subgrade has been checked by the Engineer.

**Construction Methods.** Portland Cement Concrete pavement shall be constructed in accordance with Section 420 of the Standard Specifications for Road and Bridge Construction and the notes and details contained in the Plans.

Drainage of the improvements is a major concern. Grades are very critical and special care must be taken when constructing Portland Cement Concrete pavement. If an area is not properly drained, the Contractor, at his own expense, shall remove that improvement and replace it with the proper drainage.

Forms, when used, shall be set true to line and grade and shall be checked by the Engineer or Owner's Representative prior to placement of concrete. Forms shall not be removed for 24 hours. Care should be exercised when removing forms so concrete edges are not cracked or damaged.

All concrete improvements shall be installed to provide adequate drainage. Any areas which are not drained properly (standing water) shall be removed and repaired by the Contractor with no additional compensation allowed. Contractor shall strictly adhere to consolidation and curing requirements. Failure to properly consolidate joint or cure pavement will result in rejection of the concrete pavement.

The pavement shall be opened to traffic on the basis of tests made in accordance with Section 1020 regardless of the day of the week or holiday, unless otherwise directed by the Engineer. The pavement may be open to traffic when test specimens cured with the patch have obtained a minimum modulus of rupture of 650 psi or a compressive strength of 3,500 psi. Testing will be permitted at the age of 2 days for high-early-strength concrete, rich-mix Portland Cement Concrete, or a concrete mixture containing an approved accelerator.

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**Marks in the Concrete.** The Contractor is responsible to guard fresh concrete until it sets and hardens sufficiently to prevent people from writing, walking, riding bicycles or otherwise marking or defacing the concrete in a permanent fashion. A permanent fashion is markings, which cause depressions in the fresh concrete surface.

Any concrete so marked will be removed and replaced by the Contractor and at the expense of the Contractor.

**Protecting Concrete.** In addition to protecting the concrete from marks while wet, it is necessary to protect it from people who would drive or park on the concrete before it has achieved its strength. To protect the concrete, barricades should be placed around the patch and a continuous strip of plastic ribbon or other marking line should be placed. The intent is to communicate as clearly as possible that people should not drive or park on the new concrete surface.

**Field Quality Control – Inspections and Tests.** Testing laboratory employed and paid for by the Contractor will make the following inspections and tests in accord with ACI 301.

Compression strength test on a daily basis for each 20 cubic yards of concrete, or fraction thereof, on specimens taken at a point of discharge from the truck immediately before placing of each design mix daily. A set of test specimens will consist of four (4) standard 6 inch by 12 inch cylinders in accordance with ASTM C172 and ASTM C39. Two (2) cylinders will be tested at 3 days, one (1) at 4 days, and one (1) at 7 days. The complete test set will be picked up in 24 hours after casting and taken to the laboratory for further curing and testing.

Three (3) additional cylinders will be made during a placement which requires temporary heating. These cylinders will be left in the enclosure in the same environment as concrete placed. One (1) cylinder will be tested at 3 days, one at 7 days, the third at 14 days to verify adequacy of temporary heating system.

Slump test will be performed in accordance with ASTM C143, with one (1) test made on a daily basis for each 20 cubic yard of concrete, or fraction thereof.

Air entrainment tests will be performed in accordance with ASTM C173 or C231, with one (1) test made on a daily basis for each 20 cubic yards of concrete, or fraction thereof.

When the tests indicate concrete strength below that specified, improper slump or air entrainment, or when visual defects indicate poor quality concrete has been placed, Owner's Representative will immediately notify Contractor. Contractor may, at its own expense, have additional tests made; including compression tests on cored cylinders in accord with ACI 318. The Owner's Representative will order the removal of all non-conforming or defective concrete, and its replacement with concrete meeting specifications.

**Basis of Payment.** This work shall not be measured or paid for separately, but shall be included in the Lump Sum pricing for each individual site.

Completed work comprised of concrete that fails to meet the specified minimum strength requirements shall be paid for at a rate less than the established Contract Lump Sum Prices. The payment rates shall be determined from the following equation:

$$R = 0.9 * U * \{(C_1+C_2+\dots+C_n) / (3,500 * n)\}$$

(Note: If flexural strength is used, substitute 650 for 3,500)

Where:

R = Reduced Rate of Payment

U = Contract Lump Sum Price Established in the Contract Documents for  
Pay Item in Question

C = Compressive Strength (Flexural Strength) of Individual Test Specimen at  
72 hours

N = Number of Test Specimens

### **SECTION 3.13      REMOVAL AND REPLACEMENT OF UNSUITABLE BASE AGGREGATE**

**Description.** This Work shall consist of the removal and replacement of unsuitable base aggregate discovered during construction.

**Construction.** The Contractor shall notify the Engineer prior to excavation of individual areas in excess of 2 square yards.

Unsuitable base aggregate discovered during construction shall be removed and disposed of offsite in a legal manner.

The subgrade shall be compacted to 95% of the Standard Proctor Density. The Engineer may require Dynamic Core Penetrometer (DCP) testing prior to aggregate base placement. The Contractor shall accommodate testing during construction. DCP testing will be provided by the Owner. Construction delay due to testing shall be considered incidental to construction.

The Contractor shall place and compact aggregate base materials salvaged from on site as needed for pavement placement. Aggregate base materials shall be placed and compacted to 95% of the Standard Proctor Density in maximum 6 inch lifts. The Contractor shall provide supplemental base aggregate as needed if sufficient suitable base aggregate cannot be salvaged from on site. Contractor shall employ all measures necessary for dust and sediment control.

**Basis of Payment.** This work shall not be measured or paid for separately, but shall be included in the Lump Sum pricing for each individual site.

**SECTION 3.14 HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE PAVEMENT**

**Description.** This Work shall consist of the construction of High Early Strength Portland Cement Concrete Pavement. Although not required as per the Plans, High Early Strength Portland Cement Concrete Pavement may be used to decrease the time required for pavement closure. All work shall be performed in accordance with Section 420 of the Standard Specifications unless modified in this contract.

**Materials.** Materials shall be in accordance with Section 1000 of the Standard Specifications. Concrete mixes used for construction of High-Early-Strength Portland Cement Concrete Pavement shall induce the use of high early strength Portland Cement (Type III Cement) either exclusively or as partial replacement of the Type I Portland Cement, a rich mix of Type I Portland cement, or a concrete mixture containing an accelerator approved by the Engineer. The resultant concrete mixes shall exhibit the following minimum strength parameters:

<u>Property</u>	<u>Value</u>	<u>Time</u>
Compressive strength	3,500 psi	72 hours
	or	
Flexural strength	650 psi	72 hours

Completed work comprised of concrete that fails to meet the specified minimum strength requirements shall be paid for at a rate less than the established Contract Lump Sum Prices. The payment rates shall be determined from the following equation:

$$R = U * \{(C_1 + C_2 + \dots + C_n) / (3,500 * n)\}$$

(Note: If flexural strength is used, substitute 650 for 3,500)

Where:

- R = Reduced Rate of Payment
- U = Contract Lump Sum Price Established in the Contract Documents for Pay Item in Question
- C = Compressive Strength (Flexural Strength) of Individual Test Specimen at 72 Hours
- N = Number of Test Specimens

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The calculated payment rate shall be used only for that portion of the work represented by the test specimens. The Engineer shall keep detailed records of the locations where test specimens were obtained, and the quantities of work completed in conjunction with that of days with a concrete pour. In no case shall the rate of payment exceed the Contract Lump Sum Price.

**Pavement Construction.** Construction of pavements - Portland Cement Concrete Driveway Pavement (High-Early) - shall be performed as shown on the Plans in these specifications and in accordance with Section 420 of the Standard Specifications with the following exceptions:

The pavement shall be opened to traffic on the basis of tests made in accordance with Section 1020 regardless of the day of the week or holiday, unless otherwise directed by the Engineer. The pavement may be open to traffic when test specimens cured with the patch have obtained a minimum modulus of rupture of 650 psi or a compressive strength of 3,500 psi. Testing will be permitted at the age of 2 days for high-early-strength concrete, rich-mix Portland Cement Concrete, or a concrete mixture containing an approved accelerator.

The contractor may not park any vehicles or equipment on adjacent private property and may not use private property for access of concrete hauling vehicles. It is the responsibility of the contractor to locate a place to stage construction from. The contractor shall not use any private property in the area without written consent of the property owner and permission from the Engineer.

**Marks in the Concrete.** The contractor is responsible to guard fresh concrete until it sets and hardens sufficiently to prevent people from writing, walking, riding bicycles or otherwise marking or defacing the concrete in a permanent fashion. A permanent fashion is markings which cause depressions in the fresh concrete surface.

Any concrete so marked shall be removed and replaced by the contractor and at the expense of the contractor.

**Protecting Concrete.** In addition to protecting the concrete from marks while wet, it is necessary to protect it from people who would drive or park on the concrete before it has achieved its strength. To protect the concrete, barricades should be placed around the patch and a continuous strip of plastic ribbon or other marking line should be placed. The intent is to communicate as clearly as possible that people should not drive or park on the new concrete surface.

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**Construction Requirements.** At locations where it is necessary to cut bituminous concrete surfaces, concrete pavement, concrete driveway pavement, concrete sidewalk, or concrete curb and gutter, where it will abut the proposed new construction, a uniformly straight full depth saw cut shall be obtained by the use of a diamond concrete saw. The use of pneumatic tools to make these cuts will not be allowed. This work shall be considered incidental to the various pay items of the proposed construction involved and no additional compensation will be allowed.

After breaking and removal of any existing pavement, driveway approach, curb and gutter, concrete header, concrete base, sidewalk or sidewalk ramp, any areas of the sub-base which are below the required elevation of the finished sub-base, shall be built up to grade at the Contractor's expense, with approved compacted crushed stone, concrete or compacted bituminous material. No additional compensation will be allowed for this work and will not be paid for separately, but shall be considered as incidental to the contract.

**Joints.** The Contractor shall hand tool or saw cut transverse joint at T/4 (thickness) on 15 foot intervals to align with the joints of the adjoining pavement or gutter.

Dowel Bars shall be placed at 30 inch centers on the street side and also the curb side of the new pavement. Rebar shall be Number 4 – 18 inches long extending 9 inches into the new pavement, curb and gutter and existing concrete pavement.

**Basis of Payment.** This work shall not be measured or paid for separately, but shall be included in the Lump Sum pricing for each individual site.

**SECTION 3.15 CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT**

**Description.** This Work consists of sawing, removing and disposing of existing curb and gutter including any and all soil disturbed by the removal process and forming, placing, finishing and curing new Portland Cement Concrete curb and gutter.

**Materials.** Portland Cement Concrete for sidewalk shall be an Illinois Department of Transportation approved Class "SI" mix containing 5% to 8% entrained air. The concrete shall develop a minimum compressive strength in 14 days of 3,500 psi. The maximum slump shall be 4 inches. Failure to meet any of these requirements shall be cause for rejection of the concrete.

Materials and methods shall meet the requirements of Section 1020 of the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction" insofar as they apply.

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**Submittals.** Contractor shall submit proposed mix design, compression test report data for the proposed mix, and product data for curing compound, expansion material, “zip strip,” and joint sealant.

**Construction Requirements.** All work shall be performed in accordance with Sections 440 and 606 of the Illinois Department of Transportation “Standard Specifications for Road and Bridge Construction” and the notes and details contained in the Plans.

Contraction joints shall be constructed and located in accordance with the notes and details shown in the Plans. Curb transverse joints (contraction joints) shall be placed at a maximum of 15 foot intervals for adjacent bituminous pavement or shall be placed to coincide with adjacent Portland cement concrete pavement joints and not exceeding a maximum of 15 foot intervals. Contraction joints shall be 2 inch deep saw cuts with a 1/4 inch wide conventional blade within 8 hours of placement.

Isolation joints, expansion joints, construction joints and contraction joints shall be constructed in the locations shown in the Plans and in accordance with the details for each joint.

Joint sealant shall be Sonolastic NPI joint filler manufactured by Sonneborn. Joints shall be sealed to within 1/8 inch of the finish surface.

All saw cuts shall be made within 8 hours of the placement of concrete.

Curbs shall be constructed using a curb form or mule of the required cross section. Hand formed (darbying) curb will not be accepted.

Water shall not be added to the surface of the concrete for finishing purposes.

Curbs poured separately from pavement shall have a heavy broom finish parallel to the direction of gutter flow. Curbs poured monolithically shall have a heavy broomed finish transverse to direction of travel similar to the adjacent pavement.

**Basis of Payment.** This work shall not be measured or paid for separately, but shall be included in the Lump Sum pricing for each individual site.

### **SECTION 3.16     HANDICAP RAMP**

**Description.** This Work includes furnishing Portland Cement Concrete as well as all labor, materials and equipment required to place, form cure and finish Handicap Ramps, in accordance with the dimensions shown on the design Plans or those specified by the engineer.

**References.** All Work shall comply with the provisions of Sections 424, 1020, and 1051 and Article 1103.17 of the “Standard Specifications for Road and Bridge Construction”.



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**Materials.** Portland Cement Concrete shall consist of Portland cement, fine aggregate, coarse aggregate, water, and entrained air. The Portland cement concrete shall meet all specifications listed on the Plans and listed in Section 1020 of the cited reference with between 5% and 8% air entrainment, and with a maximum slump of 4 inches.

Detectable warnings shall meet all ADAAG requirements as well as all Specifications listed on the Plans and in Article 424.09 of the cited reference.

**Execution.** Construction methods for construction of Handicap Ramps shall be in accordance with the cited references, the Plans, and ADAAG requirements.

**Basis of Payment.** This work shall not be measured or paid for separately, but shall be included in the Lump Sum pricing for each individual site.

### **SECTION 3.17     DETECTABLE WARNING PANEL**

**Description.** This Work shall consist of furnishing all material, equipment, and labor necessary for the placement of detectable warning panels at sidewalk curb ramps at the locations shown on the Plans.

**Construction Requirements.** All Work shall be performed in accordance with Sections 4.1 and 4.7 of the Americans with Disability Act Accessibility Guidelines (ADAAG) as amended through January 1998 and with Section 1108 of the Architectural and Transportation Barriers Compliance Board's "Draft Guidelines for Accessible Public Rights-of-Way" dated June 17, 2002 as amended, supplemented and adopted.

Detectable warning panels shall extend 24 inches minimum in the direction of travel and the full width of the curb ramp, landing, or blended transition. The pavers shall be located so that the edge nearest the curb line is no less than 6 inches and no more than 8 inches from the back of curb.

Truncated domes shall be aligned on a square grid aligned in rows parallel and perpendicular to the predominant direction of travel to permit rolling of wheels between the domes. Domes shall not be skewed diagonally to the direction of travel.

The panels shall be incorporated into the sidewalk ramps as indicated in the details included in the Plans.

**Materials.** All detectable warning panels shall conform to ANSI A117.1 – 1998 Accessibility Guidelines for Building Specifications. Submit manufacturer's certification of compliance with all applicable standards and drawings and / or catalog cut sheets to the Engineer for approval within at least 14 working days of the Notice to Proceed.

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Detectable warning surfaces shall be dark red panels to contrast visually with adjacent light concrete walking surfaces and shall be textured to provide slip resistance. Submit a sample of the detectable warning pavers for approval by the Engineer within at least 14 working days of the Notice to Proceed. Submittals shall include manufacturer's statement of percentage of visual contrast provided according to ADAAG A4.29.2.

Truncated domes on detectable warning panels shall have a base diameter of 0.9 inch (23 mm) minimum and 1.4 inches (36 mm) maximum; a top diameter of 50% of the base minimum and 65% of the base maximum; a height of 0.2 inch (5 mm) and a center-to-center spacing of 1.6 inches (41 mm) to 2.4 inches (61 mm).

**Basis of Payment.** This work shall not be measured or paid for separately, but shall be included in the Lump Sum pricing for each individual site.

### **SECTION 3.18 PCC SIDEWALK CONSTRUCTION**

**Description.** This Work includes furnishing all labor, equipment, tools, and materials needed to install all concrete sidewalks from within the limits indicated on the Plans and as located by the Engineer.

**Materials.** Portland Cement Concrete for sidewalk shall be an Illinois Department of Transportation approved Class "SI" mix containing 5% to 8% entrained air. The concrete shall develop a minimum compressive strength in 14 days of 3,500 P.S.I. The maximum slump shall be 4 inches. Failure to meet any of these requirements shall be cause for rejection of the concrete.

**Construction Requirements.** All Portland Cement Concrete sidewalks shall be constructed in accordance with Section 424 of the Standard Specifications for Road and Bridge Construction and the notes and details contained in the Plans. Portland Cement Concrete sidewalks shall be 5 inch thickness unless otherwise shown on the Plans.

When necessary to construct according the elevations on the Plans, sidewalk subgrade shall be built up to grade with 95% compacted CA-6 or CA-10, or additional concrete. Excavated or disturbed soil shall not be used as subgrade material for sidewalks.

The Contractor is responsible to guard fresh concrete until it sets and hardens sufficiently to prevent people from writing, walking, riding bicycles or otherwise marking or defacing the concrete in a permanent fashion. A permanent fashion is markings which cause depressions in the fresh concrete surface. Any concrete so marked will be removed and replaced by the Contractor and at the expense of the Contractor. The extent of the patch to be removed shall be at the sole discretion of the Engineer, but in no case shall be less than one full panel of pavement. Contractor should make sufficient attempts to barricade newly placed concrete.

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The sidewalk construction work shall include all necessary grading and shaping of all areas adjacent to sidewalk construction to provide proper slope and appearance. Grading shall be done by hand around light poles, utility poles, sign posts, shrubs, trees or other natural or man-made objects where shallow fills or cuts are adjacent to them.

**Basis of Payment.** This work shall not be measured or paid for separately, but shall be included in the Lump Sum pricing for each individual site.

All sidewalk construction Contract Lump Sum Prices shall include provision of construction, expansion, isolation and contraction joints and no additional compensation shall be allowed.

### **SECTION 3.19 PCC SIDEWALK REMOVAL AND REPLACEMENT**

**Description.** This Work includes furnishing all labor, equipment, tools, and materials needed to remove all concrete sidewalks from within the limits indicated on the Plans and as located by the Engineer and to replace the sidewalks after construction and backfilling operations are complete.

**Materials.** Portland Cement Concrete for sidewalk shall be an Illinois Department of Transportation approved Class "SI" mix containing 5% to 8% entrained air. The concrete shall develop a minimum compressive strength in 14 days of 3,500 P.S.I. The maximum slump shall be 4 inches. Failure to meet any of these requirements shall be cause for rejection of the concrete.

**Construction Requirements.** All Portland Cement Concrete sidewalks shall be constructed in accordance with Section 424 of the "Standard Specifications for Road and Bridge Construction" and the notes and details contained in the Plans. Portland Cement Concrete sidewalks shall be 5 inch thickness unless otherwise shown on the Plans.

The removal of the existing sidewalk shall be done in accordance with Article 440 of the Standard Specifications. The Contractor shall sawcut existing sidewalks at the limits of removal as shown on the Plans or as directed by the Engineer in the field. All sawcuts shall be full depth and shall be incidental to other removal items and will not be paid for separately.

Care shall be taken when removing sidewalk to preserve and protect adjacent Portland Cement Concrete and bituminous pavements to remain in place. Existing sidewalks damaged by construction operations shall be replaced by the Contractor to the satisfaction of the Engineer at no cost to the Owner. Demolition debris shall be immediately removed from the site and disposed.

**Basis of Payment.** This work shall not be measured or paid for separately, but shall be included in the Lump Sum pricing for each individual site.

### **SECTION 3.20      EXPANSION JOINTS**

**Description.** This Work shall consist of all equipment, labor and materials necessary to install expansion joint material at locations shown on the plans and in accordance with the details and standards.

**Materials.** Expansion joint material shall be Natural Grey Homex 300 manufactured by the Homosote Company. The use of this material will not require a bond breaker. The contractor may also use pre-formed bituminous impregnated fiber board in accordance with Section 1051 of the Standard Specifications where allowed by the details. The use of this material shall require a backer rod or bond breaker to separate the sealant from the expansion material. Expansion joint material shall be 3/4 or 3/8 inch thickness as specified in the Plans.

**Construction Requirements.** Expansion joints shall be constructed in accordance with the details shown on the plans. Expansion material shall extend full depth through the concrete. The top of the expansion joint shall be depressed 1/4 to 3/4 inch below the surface of the concrete. A joint filler material shall be placed above the expansion materials as shown in the Plans and details.

**Basis of Payment.** This work shall not be measured or paid for separately, but shall be included in the Lump Sum pricing for each individual site.

### **SECTION 3.21      CONTRACTION JOINTS**

**Description.** This Work shall consist of all equipment, labor and materials necessary to provide contraction joints in Portland Cement Concrete curbs, sidewalks, pavements and base courses at locations shown on the Plans and in accordance with the details and standards.

**Construction Requirements.** Contraction joints shall be constructed and located in accordance with the notes and details shown in the Plans. Contraction joints shall be hand tooled with a standard 1/4 inch radius jointer at the time of placement and shall be sawcut in accordance with the notes and details shown in the Plans.

**Basis of Payment.** This work shall not be measured or paid for separately, but shall be included in the Lump Sum pricing for each individual site.

### **SECTION 3.22      CONSTRUCTION JOINTS**

**Description.** This work shall consist of all equipment, labor and materials necessary to install construction joints at locations as described in the notes and details, as shown on the Plans and in accordance with the details and standards.

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**Construction Requirements.** Construction joints between adjoining new pavements shall be constructed in accordance with the notes and details contained in the Plans and shall be located coincident with planned locations of contraction joints. The concrete pours shall each be edged with a standard 1/4 inch radius edger.

Construction joints between new curb and existing pavement shall be constructed in accordance with the details shown on the Plans. New curbs shall be connected to existing pavements with 18 inch long number 4 rebar or expansion anchors on 18 inch centers.

Construction joints between new pavement and existing pavement shall be constructed in accordance with the details shown on the Plans. New Portland Cement Concrete pavement shall be joined to existing pavements with 24 inch long number 6 steel rebar on 18 inch centers epoxy grouted into the existing pavement. The new concrete pavement may need to be thickened to provide at least 6 inches of interface against the adjacent concrete pavement.

Construction joints between new Portland Cement Concrete base course and existing curb and gutter shall be constructed in accordance with the details shown on the Plans. New base course shall be joined to existing curb and gutter by the construction of a 3 1/2 inch wide Portland Cement Concrete "ledge" tied to the existing curb with expansion anchors on 18 inch centers. Portland Cement Concrete for ledge shall be the same type as for curb and gutter.

**Basis of Payment.** This work shall not be measured or paid for separately, but shall be included in the Lump Sum pricing for each individual site.

### **SECTION 3.23     PARKING LOT SIGNAGE AND STRIPING**

**Description.** This item shall consist of furnishing all labor, materials, supplies, machinery, tools and supervision for erection of signage, and painting of parking spaces as shown on the Plans.

**Execution.** Parking lot striping will be performed according to the dimensions and locations shown on the Plans and according to Section 780.06 of the "Standard Specifications for Road and Bridge Construction". Any striping that does not conform to the dimensions and locations shown on the Plans will not be considered for payment and shall be corrected to the satisfaction of the Engineer at the expense of the Contractor.

Accessible parking signage shall be erected in the locations shown on the Plans and in a manner according to notes included on the Plans and all ADA requirements. Any signage, which does not meet the specified requirements must be removed and replaced until all requirements are met. Removal and replacement of signage will be at the cost of the Contractor.

**Basis of Payment.** This work shall not be measured or paid for separately, but shall be included in the Lump Sum pricing for each individual site.

### **SECTION 3.24 GRADING, FERTILIZING, SEEDING, AND MULCHING**

**Description.** This work shall consist of: furnishing all labor, equipment and materials to bring area to final grade, to prepare the seed bed, seed, fertilize, and mulch those areas disturbed by construction activity.

**References.** Work shall be performed in accordance with the applicable sections of the "Standard Specifications for Road and Bridge Construction", dated April 1, 2016, particularly Sections 250 and 251.

**Seeding Mixtures.** Seeding mixture for lawn turf areas to be used shall be Class 1 lawn mixture shall be applied at double the rate called for in the "Standard Specifications for Road and Bridge Construction". In addition, 40 lbs per acre of Spring Oats shall be added to the mix.

**Fertilizer.** Fertilizer shall be standard 12-12-12 commercial grade, uniform in composition, free flowing and suitable for application with approved equipment, delivered to the site in bags or other convenient containers each fully labeled.

**Lime.** Lime shall be ground limestone containing all of the finer particles obtained in the grinding process and ground sufficiently fine so that not less than 80% will pass through a No. 8 sieve. The calcium carbonate equivalent must be at least 80%. One or both must be greater than 80% so that the multiplication of the percent of calcium carbonate equivalent by the percent of material passing through the No. 8 sieve will be equal to or in excess of 72. The moisture content at the time of shipment must not exceed 8%.

**Mulch.** Mulch shall be clean dry straw free from weeds or weed seeds and applied at the rate in the Standard Specifications or as recommended by the manufacturer.

**Seed.** Seeding mixture to be used in all disturbed areas and for swales, berms and spoil disposal areas shall be a conservation mixture applied at the rate specified herein.

Smooth Brome Grass	160 lbs / acre
Vernal Alfalfa	30 lbs / acre
Oats, Spring	96 lbs / acre

**Construction Requirements.** The seeding, fertilizing and mulching shall be done in accordance with Articles 250.04 and 250.07 of the Standard Specifications and these technical Specifications. The acceptable period for planting shall be in accordance with the Standard Specifications. Seeding will not be allowed at any other times. Seeding shall take place as soon as finish grading operations are complete.

**Champaign County Facilities**  
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Urbana, Champaign County, Illinois  
June 23, 2016

Before any seeding begins, the Contractor shall be responsible for the removal of all debris and other deleterious material that would interfere or complicate the future maintenance of the restored and adjacent areas. All areas prepared and ready for seeding shall be inspected and approved by the Engineer prior to any seed application. Any seeded areas not pre-approved by the Engineer shall not be paid for.

The Contractor shall supply the proper certifications and weight tickets on the fertilizer / mulch mixture. Any seeding performed without this documentation shall not be approved for payment.

**Preparation of Seed Bed.** After the areas to be seeded have been brought to the proper grades and cleared of all stones, boulders and debris, the areas shall be thoroughly tilled to a depth of at least 3 inches by disking, harrowing, roto-tilling, or other approved methods until the condition of the soil is acceptable to the Engineer. If as a result of a rain, a crust is formed over the prepared surface, it shall again be placed in a suitable condition for planting.

Fertilizer shall be distributed uniformly at the rate of 400 pounds per acre, over the area indicated to be fertilized, and shall be incorporated into the soil to a depth of at least 3 inches by disking, harrowing or other approved methods acceptable to the Engineer. The incorporation of fertilizer may be a part of the tillage operation specified above.

Lime shall be distributed uniformly on all areas to be fertilized at the rate of 2 tons to 1 acre and shall be incorporated in the soil to a depth of at least 3 inches by disking, harrowing, roto-tilling or by other methods acceptable to the Engineer, immediately following or simultaneously with the incorporation of the fertilizing.

**Seeding Methods.** Seed materials shall be delivered in original unopened containers showing weight, analysis, and name of supplier.

No seed shall be sown during high winds or when the ground is not in a proper condition for seeding nor shall any seed be sown until the purity test has been completed for the seeds to be used, and shows that the seed meets the noxious weed seed requirements. Equipment shall be operated in a manner to assure complete coverage of the entire area to be seeded.

Within 12 hours all seeded areas shall be rolled at right angles to the run-off with an approved type roller or cultipacker to compact the seed bed and place the seed in contact with the soil. On areas seeded with a hydraulic seeder, rolling shall not be required. The optimum depth for seeding shall be 1/4 inch.

All seeded areas shall be mulched within 12 hours of the time of seeding. Method 2, Procedure 2 or Procedure 3 shall be utilized, unless other methods are approved in advance in writing by the Engineer.

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Spring seeding shall begin March 1 and terminate May 31. Fall seeding shall begin August 15 and terminate October 15. Seeding at other times of the year may be performed only if accompanied by daily watering, as required by weather conditions, to assure turf reestablishment.

**Watering.** Contractor shall be required to water seeded areas on a weekly basis or as weather conditions require to assist in reestablishment of turf areas until a good uniform stand of turf has been established. Watering rate shall not be less than 1 gallon per square yard. Up to four (4) supplemental watering shall be applied to this Contract.

If the Contractor desires to use water from hydrants, he shall make application to the Owner, and shall conform to municipal ordinances, rules, or regulations concerning their use. The Contractor shall use water from fire hydrants only at those times designated by the Owner. Owner will provide water at no cost to the Contractor.

**Reseeding.** In the event that flooding or erosion damage occurs to the seeded areas, the Contractor shall be required to reseed or overseed areas which have been damaged. Reseeding and overseeding shall be at Contractor's expense. Reseeding and overseeding shall be performed in accordance with all provisions of this section, and shall be repeated as many times as necessary to establish a stand of grass acceptable to the Engineer.

**Guarantee.** Reestablishment of turf areas in a timely fashion is a critical element of the project. Seeded areas will not be accepted for payment until a good stand of grass has been established in all areas, to the satisfaction of the Engineer.

**Basis for Payment.** This work shall not be measured or paid for separately, but shall be included in the Contract Lump Sum Price for each individual site.

### **SECTION 3.25 TOPSOIL PLACEMENT**

**Description.** This item shall consist of furnishing all labor, materials, machinery, tools, and supervision for excavation and grading required to furnish and place topsoil at locations, indicated upon the Plans, or as directed by the Engineer.

**References.** Section 211 and Section 212 of the "Standard Specifications for Road and Bridge Construction" dated, April 1, 2016.

**Materials.** Topsoil shall be fertile, friable, natural black sandy loam, surface soil reasonable free of subsoil, roots, stumps, stones and any other extraneous or toxic matter harmful to plant growth. Topsoil shall have a pH value range of 5.5 to 7.0. Topsoil not falling within the specified pH range shall be amended with limestone.

Suitable materials excavated from the site shall be reutilized to the extent possible.



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**Execution.** Topsoil Placement - This Work shall be performed in accordance with Section 211 of the Standard Specifications, as shown on the Plans, and as directed by the Engineer. Topsoil shall be segregated during excavation activities, to allow for its reuse. Topsoil shall be placed a minimum of 6 inches thick upon completion of all construction operations as directed by the Engineer.

Excess earth will be disposed of by the Contractor as directed by the Engineer. No special provisions will be made for rock excavation. Any boulders encountered shall be removed and disposed of on the site as directed by the Engineer. Excess topsoil shall become the property of the Owner.

Topsoil shall be free from rocks, stones, debris, and other unsuitable materials, and shall be approved by the Engineer or Owner's representative before placement.

**Basis of Payment.** This work shall not be measured or paid for separately, but shall be included in the Lump Sum pricing for each individual site.

### **SECTION 3.26 SODDING**

**Description.** Contractor may elect to sod disturbed areas instead of seeding at his sole option. This Work shall consist of sod bed preparation (including topsoil placement); furnishing, transporting and placing the sod; applying fertilizer; and watering sod as required in Section 252 of the Standard Specifications. The areas for sodding shall be any area disturbed by the Contractor's construction.

**Materials.** All materials shall meet the requirements of Section 252 of the Standard Specifications. In addition, agricultural grade topsoil furnished for final grading shall have been sifted and all deleterious material removed including dirt clods greater than ½ inch in diameter.

**Construction Requirements.** All Sodding operations shall be done in accordance with Section 252 of the Standard Specifications.

Before any sodding begins, the Contractor shall be responsible for the removal of all debris and other deleterious material that would interfere or complicate the future maintenance of the restored and adjacent areas. After cleanup and power raking of the area to be sodded has occurred, all areas to be sodded shall have a minimum of 2 inches of sifted agricultural grade topsoil applied. (See material requirements above for specification for sifted agricultural grade topsoil).

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Sixteen (16) Watering's shall be applied in accordance with Article 252.08 of the Standard Specifications. The first watering shall be completed within two (2) hours of sod placement. Additional watering shall be performed every other day. Water shall be applied at the rate of three (3) gallons per square yard per application. An open-ended hose will not be acceptable. The method of watering shall meet the acceptance of the Engineer. Watering may be postponed for up to two (2) days by the Engineer if a rainfall of at least 0.4 inches has occurred since the last watering. This work shall be considered incidental to sodding pay item but no additional compensation shall be allowed.

**Basis of Payment.** This work shall not be measured or paid for separately, but shall be included in the Lump Sum pricing for each individual site.

## SECTION 4 BIDDING AND CONTRACT DOCUMENTS

<u>SECTION</u>	<u>PAGE</u>
BID PROPOSAL .....	BP-1
CONTRACTOR'S QUALIFICATIONS .....	CQ-1
BID BOND .....	BB-1
BIDDER'S / CONTRACTOR'S DISCLOSURE AFFIDAVIT .....	DA-1
DRUG FREE WORKPLACE CERTIFICATION .....	DF-1
NOTICE OF AWARD .....	NOA-1
AGREEMENT .....	AGR-1
CONTRACT BOND.....	CB-1
CERTIFICATE OF INSURANCE .....	CI-1
NOTICE TO PROCEED .....	NP-1
WORK CHANGE DIRECTIVE .....	WCD-1
FIELD ORDER .....	FO-1
CHANGE ORDER.....	CO-1
APPLICATION FOR PAYMENT .....	AP-1
CONTRACTOR'S VERIFIED STATEMENT .....	CVS-1
WAIVER OF LIEN.....	WL-1
CONTRACTOR'S AFFIDAVIT.....	CA-1
AFFIDAVIT OF SUBCONTRACTOR OR MATERIAL SUPPLIER.....	MS-1



## **BID PROPOSAL**

Bid Proposal for construction of the Champaign County Facilities ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005, Urbana, Illinois.

This Bid is submitted to:   Champaign County Board  
  1776 East Washington Street  
  Urbana, Illinois 61802

Bid submitted by:

(name and address  
of bidder)

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for the Project known as Champaign County Facilities ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005. This Bid includes all labor, materials and equipment necessary for the proper execution and completion of said work, as shown in the details and as herein specified. It also includes all work not specifically included in the contract documents which is properly inferable and necessary for the completion of this project.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner on the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and by the Contract Completion Date indicated in this Bid and in accordance with the Contract Documents.

The undersigned 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 open for acceptance for 45 days after the day of Bid Opening. Bidder will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within 15 days after the date of Owner's Notice of Award to the Bidder.

The undersigned Bidder acknowledges receipt of the Specifications and Contract Documents for the Champaign County Facilities ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005 dated June 23, 2016, prepared by Berns, Clancy and Associates, P.C.

In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.

**Champaign County Facilities**  
**ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005**  
Urbana, Champaign County, Illinois  
June 23, 2016

The undersigned further declares that (s)he has carefully examined the Proposal, Specifications, form of Contract and Contract Bond, Special Provisions, and Plans and that (s)he has inspected in detail the site of the proposed work, and that (s)he has familiarized himself / herself with all of the local conditions affecting the Contract and the detailed requirements of construction, and understands that in making this Proposal, (s)he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that if this Bid is accepted (s)he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work, and to furnish all of the materials specified in the Contract except such materials as are to be furnished by the Owner, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

The undersigned declares that (s)he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that (s)he will take full payment therefore the amount and the summation of the respective lump sum prices shown in the schedule of prices contained herein.

The undersigned further agrees that if the Owner decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the Specifications, (s)he will perform the work as altered, increased or decreased at a negotiated price or as set forth in the Agreement.

The undersigned further agrees that the Owner may, at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the Proposal or Contract as a specific item, and which are not included under the scope of work for other items in this Contract, shall be performed as extra work, and that (s)he will accept as full compensation therefore the actual cost plus 15%, the actual cost to be determined as provided in the Specifications or at the lump sum or unit prices agreed upon, by the Owner and the undersigned.

The undersigned further agrees to execute a Contract for this work and present it to the Owner within 15 days after the date of Notice of Award to him / her and will provide evidence of acceptable insurance coverage.

The undersigned further agrees that (s)he and his / her surety will execute and present within 15 days after the date of Notice of Award, a Contract Bond satisfactory to and in the form prescribed by the Owner, in the penal sum of the full amount of the Contract, guaranteeing the faithful performance of the work in accordance with the terms of the Contract.

**Champaign County Facilities**  
**ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005**  
Urbana, Champaign County, Illinois  
June 23, 2016

The undersigned agrees to complete the work within 30 calendar days with an additional 10 days to complete punch list items, unless additional time is granted in accordance with the Specifications. The undersigned further accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

Accompanying this proposal is a bank cashier's check, certified check or bid bond complying with the requirements of the Specifications, made payable to the Owner. The amount of the check, draft or Bid Bond is \$7,500. If this proposal is accepted and the undersigned shall fail to execute a Contract and Contract Bond as required herein it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof, shall become the property of the Owner, and shall be considered as payment of damages due to delay and other causes suffered by the Owner because of the failure to execute said Contract and Contract Bond: otherwise said check or draft, or bidder's bond substituted in lieu thereof shall be returned to the undersigned.

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

The undersigned further states that neither the undersigned, nor any of his employees, agents, suppliers or subcontractors have relied upon any verbal representations from the Owner, the Engineer or any of their employees, agents or consultants in the assembling of the Bid contained herein, and that the bid figure is based solely on the Contract Documents, including properly issued Addenda, and not upon any other written representation.

The undersigned firm certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting "bid-rigging" or "bid-rotating".

The undersigned herewith acknowledges receipt of the following Addenda which shall become part of the Contract Documents and have been included in the bid.

Number	Title	Date

The undersigned certifies that pursuant to Chapter 24, Section 11-42.1-1 of the Illinois Revised Statutes, the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

**Champaign County Facilities**  
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Urbana, Champaign County, Illinois  
June 23, 2016

By submission of the Bid, the undersigned Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to his own organizations, that in connection with the Bid:

1. The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting completion as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the Bidder, prior to the opening, directly or indirectly to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose or restricting competition.

The undersigned Bidder states that he has examined the site and locality where the work is to be performed, the legal requirements (Federal, State, and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as Bidder deems necessary.

The undersigned agrees that withdrawal of this Bid or failure to sign the Agreement or furnish a satisfactory Contract Bond within the time hereinabove set forth shall automatically bar the undersigned from any further consideration and terminate any and all rights the Bidder may have acquired in, by, or through this Bid.

The Bidder, in compliance with the Invitation for Bids for the construction of the Project having examined the Plans and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

It is expressly understood that the foregoing statement, representations and promises are made as a condition to the right of the bidder to receive payment under any award made in the accordance with these Specifications.

The undersigned submits herewith his / her schedule of prices covering the work to be performed under this Contract.



**Champaign County Facilities**  
**ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005**  
 Urbana, Champaign County, Illinois  
 June 23, 2016

**SCHEDULE OF PRICES**

Item	Lump Sum Amount
<b>Base Bid</b>	
Champaign County Courthouse	
Champaign County Nursing Home	
Brookens Administrative Center	
ILEAS Facility	
METCAD Facility	
Juvenile Detention Center	
<b>* Bidder's Total Proposed Price For All Six (6) Base Bid Locations</b>	<b>\$</b>

\* The Lump Sum Bid Price of all six (6) site locations are to be authorized by the Owner. This price may be different than the summation of all six (6) individual Lump Sum Bid Prices.

**Champaign County Facilities**  
**ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005**  
Urbana, Champaign County, Illinois  
June 23, 2016

This Bid is submitted to Champaign County, Champaign County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(If an Individual)

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

Signature of Bidder: \_\_\_\_\_

(SEAL)

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

(If a Corporation)

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

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

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

(Corporate Seal)

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Insert Names and  
Addresses of  
Officers ( \_\_\_\_\_  
( \_\_\_\_\_  
( \_\_\_\_\_  
( \_\_\_\_\_  
( \_\_\_\_\_

**Champaign County Facilities**  
**ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005**  
Urbana, Champaign County, Illinois  
June 23, 2016

(If an Partnership)

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

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

(SEAL)

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Insert Names and ( \_\_\_\_\_  
Addresses of All ( \_\_\_\_\_  
Members of the ( \_\_\_\_\_  
Firm ( \_\_\_\_\_  
( \_\_\_\_\_

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(If a Joint Venture)

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

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

(SEAL)

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Insert Names and ( \_\_\_\_\_  
Addresses of All ( \_\_\_\_\_  
Joint Venture ( \_\_\_\_\_  
Members ( \_\_\_\_\_  
( \_\_\_\_\_



## CONTRACTOR QUALIFICATIONS

Bidder shall submit with bid a list of ten (10) (minimum) similar projects completed by the bidder within the last 5 years in the State of Illinois.

Project \_\_\_\_\_ Location \_\_\_\_\_  
Year Completed \_\_\_\_\_ Contact \_\_\_\_\_  
Owner Phone Number \_\_\_\_\_ Contract Amount \_\_\_\_\_  
Project Details \_\_\_\_\_

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Project \_\_\_\_\_ Location \_\_\_\_\_  
Year Completed \_\_\_\_\_ Contact \_\_\_\_\_  
Owner Phone Number \_\_\_\_\_ Contract Amount \_\_\_\_\_  
Project Details \_\_\_\_\_

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Project \_\_\_\_\_ Location \_\_\_\_\_  
Year Completed \_\_\_\_\_ Contact \_\_\_\_\_  
Owner Phone Number \_\_\_\_\_ Contract Amount \_\_\_\_\_  
Project Details \_\_\_\_\_

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Project \_\_\_\_\_ Location \_\_\_\_\_  
Year Completed \_\_\_\_\_ Contact \_\_\_\_\_  
Owner Phone Number \_\_\_\_\_ Contract Amount \_\_\_\_\_  
Project Details \_\_\_\_\_

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**Champaign County Facilities**  
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June 23, 2016

Project \_\_\_\_\_ Location \_\_\_\_\_  
Year Completed \_\_\_\_\_ Contact \_\_\_\_\_  
Owner Phone Number \_\_\_\_\_ Contract Amount \_\_\_\_\_  
Project Details \_\_\_\_\_

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Project \_\_\_\_\_ Location \_\_\_\_\_  
Year Completed \_\_\_\_\_ Contact \_\_\_\_\_  
Owner Phone Number \_\_\_\_\_ Contract Amount \_\_\_\_\_  
Project Details \_\_\_\_\_

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Project Details \_\_\_\_\_

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**Champaign County Facilities**  
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Project \_\_\_\_\_ Location \_\_\_\_\_  
Year Completed \_\_\_\_\_ Contact \_\_\_\_\_  
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Project \_\_\_\_\_ Location \_\_\_\_\_  
Year Completed \_\_\_\_\_ Contact \_\_\_\_\_  
Owner Phone Number \_\_\_\_\_ Contract Amount \_\_\_\_\_  
Project Details \_\_\_\_\_

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## BID BOND

We the undersigned, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto Champaign County, Champaign County, Illinois, (hereinafter referred to as Owner) in the penal sum of \$7,500 of the total bid price. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the Owner this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal is submitting a written Bid Proposal to the Owner acting through its awarding authority for the construction of the work for the Project described in the Contract Documents to which this is attached.

Therefore, if the proposal is accepted and a Contract awarded to the Principal by the Owner for the above-designated Project, and the Principal shall, within 15 days after acceptance of the Bid and Award of the Contract by the Owner, enter into a formal contract, furnish Surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided elsewhere in these Contract Documents, then this obligation shall become void; otherwise it shall remain in full force and effect.

In the event the Owner determines the Principal has failed to enter into a formal Contract, provide insurance coverage, or furnish proper Surety in compliance with any requirements set forth in the preceding paragraph, then the Owner acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery. The Principal hereby agrees that said sum is a reasonable amount of damages incurred by the Owner.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**SURETY**

**PRINCIPAL**

\_\_\_\_\_  
(Name of Surety)                      (Seal)

\_\_\_\_\_  
(Company Name)                      (Seal)

\_\_\_\_\_  
(Signature of Attorney-in-Fact)

\_\_\_\_\_  
(Signature & Title)

**Champaign County Facilities**  
**ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005**  
Urbana, Champaign County, Illinois  
June 23, 2016

STATE OF ILLINOIS, COUNTY OF

I, \_\_\_\_\_, a Notary Public in and for said County, do hereby certify that

\_\_\_\_\_  
(insert names of individuals signing on behalf of Principal), who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of Principal, appeared before me this day in person and acknowledged respectively, that they signed, sealed, and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016

My commission expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public (Seal)

STATE OF ILLINOIS, COUNTY OF

I, \_\_\_\_\_, a Notary Public in and for said County, do hereby certify that

\_\_\_\_\_  
(insert names of individuals signing on behalf of Surety), who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of Surety, appeared before me this day in person and acknowledged respectively, that they signed, sealed, and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

My commission expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public (Seal)

NOTICE

1. IMPROPER EXECUTION OF THIS FORM (i.e., MISSING SIGNATURES OR SEALS OR INCOMPLETE CERTIFICATION) WILL RESULT IN BID BEING DECLARED IRREGULAR.
2. IF BID BOND IS USED IN LIEU OF PROPOSAL GUARANTEE CHECK, IT MUST BE ON THIS FORM AND MUST BE SUBMITTED WITH BID.



**Champaign County Facilities**  
**ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005**  
Urbana, Champaign County, Illinois  
June 23, 2016

C. PARTNERSHIP

The Partners are as follows (attach additional sheets if necessary):

_____	_____
Name	Address
_____	_____
Name	Address
_____	_____
Name	Address
_____	_____
Name	Address

The business address is: \_\_\_\_\_

D. INDIVIDUAL PROPRIETORSHIP

The business address is: \_\_\_\_\_

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

My home address is: \_\_\_\_\_

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

E. Under penalty of perjury \_\_\_\_\_

(Contractor's Name)

Certifies that \_\_\_\_\_ (FEIN / SSN)  
is its correct Federal Taxpayer Identification Number, or in the case of an  
individual or sole proprietorship, Social Security Number.

**NON-DISCRIMINATION STATEMENT**

The Contractor does not and will not engage in discriminatory practices; the Contractor does not and will not engage in discrimination because of race, sex, age, religion, national origin or sensory, mental, or physical handicap in hiring or firing; and the Contractor is, in fact, an equal opportunity employer.

**NON-COLLUSION STATEMENT**

A. That the only persons or corporations interested with \_\_\_\_\_  
(Name of Bidder)  
in the delivery of the materials and/or services bid upon under the Contract other  
than its officers, directors, shareholders and employees are:

_____ Name	_____ Address
_____ Name	_____ Address
_____ Name	_____ Address
_____ Name	_____ Address

- B. That the said Bid is made without any connection or common interest in the profits with any other persons making any Bid or Proposal for said Work except as listed above.
- C. That this Contract is in all respects fair and entered into without collusion or fraud.
- D. That no employee or any officer of the Owner has any financial interest, directly or indirectly, in the award of this Bid to Bidder except as listed above.
- E. That the Bidder is not barred from bidding on this Contract as a result of violation of either Section 33E-3 (Bid Rigging) or Section 33E-4 (Bid Rotating) of Chapter 38, Illinois Revised Statutes.
- F. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

**NO DELINQUENT ILLINOIS TAXES STATEMENT**

The undersigned certifies that the Contractor is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested, in accordance with the procedure established by the appropriate Revenue Act; or the Contractor has entered into an agreement (2) with the Illinois Department of Revenue for the payment of all such taxes due and is in compliance with the agreement.

**FAMILIARITY WITH LAWS STATEMENT**

I, the undersigned, being duly sworn, do hereby state that \_\_\_\_\_  
(Company Name)  
is familiar with and will comply with all Federal, State and Local laws applicable to the Project, which include, but are not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

**PENDING AND UNCOMPLETED WORK**

I, the undersigned, being duly sworn, do hereby declare that the following is a true and correct statement relating to **all** uncompleted contracts of the undersigned for Federal, State, County, City and private work, including **all** subcontract work; and all pending low BIDS not yet awarded or rejected:

Total Projects Under Contract \_\_\_\_\_

Total Projects with Pending Low Bids \_\_\_\_\_

Total Value of Projects Under Contract  
and Pending Low Bids \_\_\_\_\_

\_\_\_\_\_  
(Affiant's Signature) (Print Name & Title)

\_\_\_\_\_  
(Company Name)

SUBSCRIBED and SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2016

Notary Public

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

(SEAL)

**INSTRUCTIONS:** This affidavit is to be completely filled out and executed by the chief officer of the Bidder authorized to submit the affidavit. Attach written explanation where applicable.

## DRUG FREE WORKPLACE CERTIFICATION

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

**Note:** The Illinois Drug Free Workplace Act, effective January 2, 1992, requires the Owner to obtain this certification from each contractor with 25 or more employees or with contracts for \$5,000 or more.)

The Contractor certifies that it will:

- A. Public a statement:
  - 1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - 2. Specifying the actions that will be taken against employees for violations of such prohibitions.
  - 3. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - a. Abide by the terms of the statement; and
    - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
  
- B. Establish a drug free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace.
  - 2. The Contractor's policy of maintaining a drug free workplace.
  - 3. Any available drug counseling, rehabilitation and employee assistance program.
  - 4. The penalties that may be imposed upon employees for drug violations.
  
- C. Give a copy of the published statement referred to in paragraph A above to each employee engaged in the performance of the Owner's contract and post the statement in a prominent place in the workplace.

**Champaign County Facilities**  
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- D. Notify the Owner within 10 days after receiving notice under paragraph A.3.b. above from an employee or otherwise receiving actual notice of such conviction.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted.
- F. Assist employees in selecting a course of action in the event drug counseling, treatment or rehabilitation is required and a trained referral team is in place.
- G. Make a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

If an individual, the Contractor certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Owner's contract.

The Contractor shall, within 30 days after receiving notice from an employee of a conviction of a violation of a criminal drug statute occurring in the workplace:

- A. Take appropriate personnel action against such employee up to and including termination; and
- B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency.

**Contractor:**

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

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

SIGNED and SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2016.

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



**NOTICE OF AWARD**

TO: PROJECT: Champaign County Facilities ADA  
Compliance Exterior Concrete and  
Asphalt Work ITB #2016-005

The Owner has considered the Bid Proposal submitted by you for the Work designated by the above referenced Project in response to Owner's Notice to Contractors.

You are hereby notified that your Bid Proposal has been accepted for the lump sum amount of \_\_\_\_\_

The sections of work and alternates awarded are as follows:

\_\_\_\_\_

\_\_\_\_\_

You are required by the Notice to Bidders to execute the Contract and furnish the required Contract Bond and Certificate(s) of Insurance within 15 calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said Bond and Insurance Certificate(s) within 15 days from the date of this Notice, the Owner will be entitled to consider all your rights arising out of its acceptance of your Bid as abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited. The Owner will also be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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

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

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged

this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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

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



**Champaign County Facilities**  
**ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005**  
Urbana, Champaign County, Illinois  
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## AGREEMENT

1. This Agreement, made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the **Champaign County Board, Urbana, Champaign County, Illinois**, acting by and through its authorized agent, known as the Owner, and \_\_\_\_\_, his / their heirs, executors, administrators, successors or assigns, known as the Contractor.
2. WHEREAS, the Work is official known as **Champaign County Facilities ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005 Urbana, Champaign County, Illinois**.
3. WHEREAS, the Owner has heretofore duly advertised for sealed bids for the performance of said work in accordance with the requirements of the Illinois Compiled Statues, made and provided;
4. WHEREAS, the Owner received bids on July 28, 2016 and subsequently determined the Contractor's bid to be the lowest, best responsive bid; and
5. WHEREAS, said bid was stated in lump sum prices for a total of \_\_\_\_\_ (\$ \_\_\_\_\_).  
\_\_\_\_\_ for those alternates accepted by the Owner.

NOW THEREFORE, it is hereby covenanted and agreed by and between the Owner and Contractor as follows:

- A. That for and in consideration of the payments and agreements mentioned in the Bid Proposal attached hereto, and made a part hereof, to be made and performed by Owner, the Contractor agrees with said Owner at the Contractor's own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the Work in accordance with the Plans, General Conditions, Supplemental General Conditions, Special Provisions and Specifications hereinafter described, and in full compliance with all of the terms of these Contract Documents and the requirements of the Engineer under it.
- B. And it is also understood and agreed that the Instructions to Bidders, Contract Documents, Standard Specifications, General Conditions, Supplemental General Conditions, Specifications, Technical Special Provisions, all Addenda issued, Bid Proposal, and Contract Bond attached hereto and made a part hereof, and the Plans for the Champaign County Facilities ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005, by Berns, Clancy and Associates, dated June 23, 2016 are all essential documents of this Contract and are a part hereof.

**Champaign County Facilities**  
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June 23, 2016

- C. That said work shall be commenced within 10 days after being notified by the Owner or the Engineer for the Owner, weather permitting, and the Contractor shall proceed in performing said Work with due diligence and without unnecessary or unreasonable delay and shall complete the same as provided for in the Contract Documents referenced above.

Should the Contractor fail to complete the work on or before the completion date stipulated in the Contract or within such extended time as may have been allowed, the Contractor shall be liable to the Owner in the amount of \$750 per calendar day of overrun for the Base Bid. Such sums are considered not as a penalty, but as liquidated damages for each day of overrun in the contract time or such extended time as may have been allowed.

- D. The Contractor shall receive payment from the Owner for performance of the work in accordance with the requirements of the Contract Documents referenced above.
- E. That it is expressly understood and agreed between the parties hereto that the Owner shall determine whether the Work performed is acceptable and whether or not the Contractor is proceeding with all due diligence and without any unnecessary delays.
- F. That the Contractor agrees to do all said work in a good and workmanlike manner to the complete satisfaction of the Owner and, if the Contractor shall, by unreasonable delay, make it appear to the Owner that the work will not be completed as set forth above, then the Owner reserves the right to suspend the work or terminate the contract in accordance with the provisions of the Contract Documents referenced above.
- G. That the Contractor has furnished Owner with a Contract Bond as required in the Contract Documents referenced above.
- H. That the Contractor has furnished the Owner with insurance coverage in accordance with the Contract Documents referenced above.
- I. That the Contractor shall indemnify and save harmless the Owner, its officers and employees as provided in the Contract Documents referenced above.

**Champaign County Facilities**  
**ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005**  
Urbana, Champaign County, Illinois  
June 23, 2016

IN WITNESS WHEREOF, the parties have hereunto executed this contract in triplicate, each of which shall be considered an original as of the day and year first above written.

For Owner: Champaign County

By \_\_\_\_\_

Title \_\_\_\_\_

CORPORATE SEAL

Attest \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
For Contractor:

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

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

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

(Seal)

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

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

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

\_\_\_\_\_

\_\_\_\_\_



## CONTRACT BOND

We \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the **Champaign County**, (hereafter referred to as "Owner") in the penal sum of \_\_\_\_\_ (\$\_\_\_\_\_), lawful money of the United States, well and truly to be paid unto said Owner, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the Owner this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the Owner acting through its awarding authority for the construction of work on the project known as the **“Champaign County Facilities ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005, Urbana, Illinois”**, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said Work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such Work and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such Work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said Work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the Work within the time prescribed in said Contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Owner and its awarding authority harmless on account for any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said Contract, then this obligation to be void; otherwise to remain in full force and effect and upon notice to the Surety of the Principal's failure to perform, the Surety shall perform the obligations of the Principal hereunder.

The Owner may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a Subcontractor, shall have the right to sue on this Bond in the name of the Owner for its use and benefit.

**Champaign County Facilities**  
**ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005**  
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The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Contract Documents accompanying the same or to the work to be performed thereunder shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Contract Documents.

PROVIDED, FURTHER that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In addition, the Principal and Surety, jointly and severally, expressly guarantee that all services to be performed, all material to be furnished and all performance under the Contract shall be fulfilled in accordance with all requirements of the Contract and the Contract Documents. In addition, Principal and Surety, jointly and severally, expressly guarantee that in the event Owner is required to enforce this Bond in a court of law, Owner will be indemnified with respect to all court cost and reasonable attorneys' and witness fees which are related to such enforcement proceedings.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2016.

**SURETY**

**PRINCIPAL**

\_\_\_\_\_  
(Name of Surety)                      (Seal)

\_\_\_\_\_  
(Company Name)                      (Seal)

By: \_\_\_\_\_  
(Signature of Attorney-in Fact)

By: \_\_\_\_\_  
(Signature & Title)



**Champaign County Facilities**  
**ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005**  
Urbana, Champaign County, Illinois  
June 23, 2016

**STATE OF ILLINOIS, COUNTY OF \_\_\_\_\_**

I, \_\_\_\_\_, a Notary Public in and for said County, do hereby certify that

\_\_\_\_\_  
(insert names of individuals signing on behalf of Surety), who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of Surety, appeared before me this day in person and acknowledged respectively, that they signed, sealed, and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

My commission expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public (Seal)

**STATE OF ILLINOIS, COUNTY OF \_\_\_\_\_**

I, \_\_\_\_\_, a Notary Public in and for said County, do hereby certify that

\_\_\_\_\_  
(insert names of individuals signing on behalf of Surety), who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of Surety, appeared before me this day in person and acknowledged respectively, that they signed, sealed, and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

My commission expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public (Seal)



**Champaign County Facilities**  
**ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005**  
Urbana, Champaign County, Illinois  
June 23, 2016

## **CERTIFICATE OF INSURANCE**

(Attach all Certificates of Insurance)



**NOTICE TO PROCEED**

Dated \_\_\_\_\_

To: \_\_\_\_\_  
(Contractor)

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

Project:  
**Champaign County Facilities ADA  
Compliance Exterior Concrete and  
Asphalt Work ITB #2016-005, Urbana,  
Champaign County, Illinois**

Contract For:

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

You are notified that the Contract Time on the Base Bid under the above Contract will commence to run on August 31, 2016.

The date of Completion for the Base Bid is October 10, 2016

Before you start any Work on the site you must \_\_\_\_\_

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

You are required to return an acknowledged copy of this Notice to Proceed to the Owner

Copy to Engineer (Use Certified Mail, Return Receipt Requested)

Owner: **Champaign County**

By \_\_\_\_\_ Title \_\_\_\_\_  
(Authorized Signature)

**Acceptance of Notice**

Receipt of the above Notice to Proceed is hereby acknowledged  
By \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2016

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



## WORK CHANGE DIRECTIVE

Date of Issuance: \_\_\_\_\_ Work Change Directive Number: \_\_\_\_\_

Project: Champaign County Facilities ADA Compliance Exterior Concrete and Asphalt  
Work ITB #2016-005

Owner: Champaign County Engineer: Berns, Clancy and Associates

Contractor: \_\_\_\_\_ BCA Job Number: \_\_\_\_\_

---

You are directed to proceed promptly with the following change(s):

Purpose of Work Change Directive (attach any documents supporting change):

---

If a claim is made that the above change(s) have affected Contract Price, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

<input type="checkbox"/> Time and Materials	<input type="checkbox"/> Lump Sum
<input type="checkbox"/> Unit Prices	<input type="checkbox"/> Cost Plus Fixed Fee
<input type="checkbox"/> Other _____	

---

Estimated increase / decrease in Contract Price: \$ \_\_\_\_\_

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

**Recommended:** Engineer  
Berns, Clancy and Associates, P.C.

**Authorized:** Owner  
Champaign County

By: \_\_\_\_\_ By: \_\_\_\_\_  
Engineer Owner





## FIELD ORDER

Date of Issuance: \_\_\_\_\_ Field Order Number: \_\_\_\_\_

Project: Champaign County Facilities ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005

Owner: Champaign County Engineer: Berns, Clancy and Associates

Contractor: \_\_\_\_\_ BCA Job Number: \_\_\_\_\_

**Basis of Field Order**

Error / Omission     Field Resolution  
 Owner Request     Value Engineering  
 Differing Site Condition

**Adjustment to Contact Sum**

(indicate if zero cost)

Add: \$ \_\_\_\_\_

Deduct: \$ \_\_\_\_\_

**Adjustment to Contract Time**

\_\_\_\_\_ Days Added  
\_\_\_\_\_ Days Deducted  
 No Change

**Cost Basis (check all that apply)**

Time & Material     Fixed Price  
 Not to Exceed     Unit Price  
 Other \_\_\_\_\_

---

You are directed to proceed promptly with the following change(s):

Justification:

---

**Recommended:** Engineer  
Berns, Clancy and Associates, P.C.

**Authorized:** Owner  
Champaign County

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

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



## CHANGE ORDER

Date of Issuance: \_\_\_\_\_ Change Order Number: \_\_\_\_\_

Project: Champaign County Facilities ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005

Owner: Champaign County Engineer: Berns, Clancy and Associates

Contractor: \_\_\_\_\_ BCA Job Number: \_\_\_\_\_

---

The Contractor is hereby directed to make the following changes in the Contract Documents:

Description:

Reason for Change Order:

Attachments: (list documents supporting change and justifying cost and time)

**Champaign County Facilities**  
**ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005**  
 Urbana, Champaign County, Illinois  
 June 23, 2016

Date of Issuance: \_\_\_\_\_ Change Order Number: \_\_\_\_\_

Project: Champaign County Facilities ADA Compliance Exterior Concrete and Asphalt  
Work ITB #2016-005

**Change in Contract Price:**

**Change in Contract Times:**

Original Contract Price: \$ \_\_\_\_\_ Original Contract Time: \_\_\_\_\_

Net changes from previous Change Order(s) Number \_\_\_\_\_ to Number \_\_\_\_\_ Original Contract Completion Date: \_\_\_\_\_  
 \$ \_\_\_\_\_

Net changes from previous Field Order(s) Number \_\_\_\_\_ to Number \_\_\_\_\_ Net changes from previous Change Order(s) Number \_\_\_\_\_ to Number \_\_\_\_\_  
 \$ \_\_\_\_\_ Calendar days or dates

Contract Price Prior to this Change Order: \_\_\_\_\_ Contract Times Prior to this Change Order: \_\_\_\_\_  
 \$ \_\_\_\_\_ Calendar days or dates

Net Increase (Decrease) of this Change Order: \_\_\_\_\_ Net Increase (Decrease) of this Change Order: \_\_\_\_\_  
 \$ \_\_\_\_\_ (calendar days)

Contract Price with all Approved Change Orders \_\_\_\_\_ Contract Times with all Approved Change Orders \_\_\_\_\_  
 \$ \_\_\_\_\_ Calendar days or dates

\_\_\_\_\_ The undersigned have determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the Contract was signed.  
 \_\_\_\_\_ The undersigned have determined that the circumstances which necessitate this change were not within the contemplation of the Contract as signed.  
 \_\_\_\_\_ The undersigned have determined that this change is in the best interest of the Owner and is authorized by law.

<b>Recommended:</b> Engineer Berns, Clancy and Associates, P.C.  By: _____ Engineer  Date: _____	<b>Approved:</b> Owner Champaign County  By: _____ Owner  Date: _____
--	---

**Accepted:** Contractor  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

**Champaign County Facilities**  
**ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005**  
 Urbana, Champaign County, Illinois  
 June 23, 2016

**APPLICATION FOR PAYMENT**

To: Champaign County 1776 East Washington Street Urbana, Illinois 61802	From:
Project: Champaign County Facilities ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005	Application Number:
	BCA Job Number:

For Work accomplished through the date of \_\_\_\_\_

Item	Plan Quantity	Unit	Quantity / Percent Complete	Unit Price	Amount

<b>Total</b>	<b>\$</b>
<b>Gross Amount Due</b>	<b>\$</b>
<b>Less 10% Retainage</b>	<b>\$</b>
<b>Amount Due to Date</b>	<b>\$</b>
<b>Less Previous Payments</b>	<b>\$</b>
<b>Amount Due on this Application</b>	<b>\$</b>

**Contractor's Certification:**

The undersigned Contractor certifies that (1) All previous progress payments received from Owner on account of work done under the Contract referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with the Work covered by prior Application for Payment Number 1 through Application for Payment Number \_\_\_\_ inclusive; and (2) Title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to Owner).

Dated \_\_\_\_\_

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

Pay Application Prepared By:

Pay Application Reviewed By: Berns, Clancy and Associates, P.C.





**Champaign County Facilities**  
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The Affiant further states that there are no other contracts for said work outstanding and that there is nothing due or to become due to any person, firm, or corporation for material, fixtures, services and labor, either, or any work of any kind other than stated above, or on any account whatsoever.

Affiant further states that the amount of contract, extras, credits, retainage, amount of previous payments, payment applied for and balance due are as follows:

Amount of Original Contract	\$
Extras and Credits to Contract	\$
Net Amount of Contract	\$
Total Amount Requested	\$
Less Percentage Retained	\$
Less Previous Payments	\$
Amount Due this Payment	\$
Balance to Complete	\$

This statement is made in compliance with the provision of the Mechanic's Lien Act of the State of Illinois, and for the express purpose of inducing to make a (Partial / Final) payment on said Contract.

Circle One

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
 (signature of person making affidavit)

Contractor: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME

this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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



**WAIVER OF LIEN**

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF (1) \_\_\_\_\_ )  **PARTIAL**  
 **FINAL**

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by (2) \_\_\_\_\_  
 to furnish (3) \_\_\_\_\_  
 for the premises known as (4) \_\_\_\_\_

The undersigned, for and in consideration of (5) \_\_\_\_\_ Dollars,  
 and other good and valuable consideration, the receipt whereof is hereby acknowledged, does  
 hereby waive and release any and all lien or claim of, or right to lien, relating to liens of  
 mechanics, laborers and materialmen, with respect to and upon the foregoing described  
 property, and the improvements thereon, and on the monies or other considerations due or to  
 become due from the Owner, material, fixtures, apparatus or machinery furnished, and on the  
 monies, funds or other considerations due or to become due from the Owner (or Contractor), on  
 account of labor, services, material, fixtures, apparatus or machinery, furnished by the  
 undersigned to or for the above-described premises by virtue of said contract.

\_\_\_\_\_ day of \_\_\_\_\_, 2016

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

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

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

- (1) Insert name of County where waiver is executed;
- (2) Insert name of party who hired you;
- (3) Describe what was furnished, e.g. carpentry, plumbing, etc.;
- (4) Location of project by legal description and / or common address if known;
- (5) Insert amount of this payment;



## CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS )  PARTIAL  
 ) SS  
 COUNTY OF (1) \_\_\_\_\_ )  FINAL

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned, being duly sworn, deposes that he has been  
 employed by (2) \_\_\_\_\_  
 the Contractor (or Owner) for the premises known as (4) \_\_\_\_\_

That the total amount of the Contract including extras is (6) \$ \_\_\_\_\_

on which he has received payment of (7) \$ \_\_\_\_\_  
 prior to this payment. That all waivers are true, correct and genuine and delivered  
 unconditionally and that there is no claim either legal or equitable to defeat the validity of said  
 waivers. That the following are names of all parties who have furnished material or labor, or  
 both, for said work and all parties having contracts or subcontracts for specific portions of said  
 work or for material entering into the construction thereof and the amount due or to become due  
 to each and that the items mentioned include all labor and material required to complete said  
 work according to the Plans and Specifications.

NAMES (Include undersigned's portion of contract) Attach additional pages if necessary	WHAT FOR	CONTRACT PRICE	AMOUNT PAID TO DATE	THIS PAYMENT	BALANCE DUE
<b>TOTAL</b> (Undersigned MUST compete this line)		(6)	(7)	(8)	(9)

**Champaign County Facilities**  
**ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005**  
Urbana, Champaign County, Illinois  
June 23, 2016

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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

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

Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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

- (1) Insert name of County where waiver is executed;
- (2) Insert name of party who hired you;
- (3) Describe what was furnished, e.g. carpentry, plumbing, etc.;
- (4) Location of project by legal description and / or common address if known;
- (5) Insert amount of this payment;
- (6) Insert Contract amount including extras;
- (7) Insert amount of prior payments;
- (8) For Partial – balance due plus amounts entered in the “Amount Paid” and “This Payment” columns must equal “Contract Price” including extras (6); or for Final – Insert zero

**AFFIDAVIT OF SUBCONTRACTOR OR  
 MATERIAL SUPPLIER**

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

List below, the names and addresses of all subcontractors / material suppliers having furnished material and / or labor for the improvements of Champaign County Facilities ADA Compliance Exterior Concrete and Asphalt Work ITB #2016-005

**Subcontractor / Supplier Name & Address** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Invoice Number	Type of Services or Materials / Supplies

Being duly sworn, on oath deposes and says that all bills due have been paid, or otherwise consents to final payment.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2016  
 Company: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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