

CITY OF EVANSTON

SPECIFICATIONS AND BID DOCUMENTS
Construction Bid with Subcontractors

Volume 1 of 2

BID NUMBER: 22-35
For
1909 Raw Water Intake Replacement
Dated: April 14, 2022



BID DUE DATE: 2:00 P.M., Tuesday, May 31st, 2022

VIRTUAL BID OPENING 2:15 P.M., Tuesday, May 31st, 2022
Google Meet ID:
meet.google.com/erk-vjyw-pza
Phone Numbers:
(US) [+1 617-675-4444](tel:+16176754444)
PIN: 491 020 418 0044#

MANDATORY PRE-BID MEETING: 11:00 A.M., Thursday, April 28th, 2022
Evanston Water Utility
555 Lincoln Street, Evanston, Illinois 60201
For security reasons, all parties interested in attending the mandatory pre-bid meeting must submit the Non-Disclosure Agreement (see Section 00-52-10) and a list of employee names that will be attending the meeting to Paul Moyano at pmovano@cityofevanston.org by close of business April 25, 2022 in order to attend.

BID BOND: 5% of Contract Amount

PERFORMANCE/MATERIAL & LABOR PAYMENT BOND: 100% of Contract Amount

CONTRACT PERIOD: 686 days following Notice to Proceed

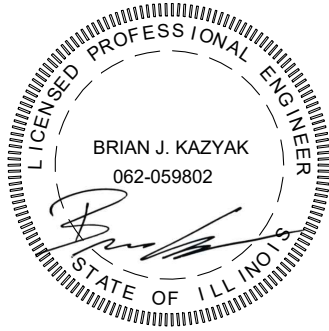
ELECTRONIC BID SUBMITTAL:

Bid responses will only be accepted electronically
via E-bidding through DemandStar (WWW.DEMANDSTAR.COM)

It is highly recommended that new DemandStar users complete the account setup process prior to project due date/time.

(NOT USED)

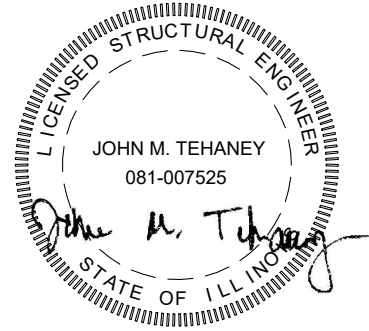
SEALS PAGE: EVANSTON 1909 RAW WATER INTAKE REPLACEMENT



License #: 062-059802

Current Date: 04/04/2022

EXP. Date: 11-30-2023



License #: 081-007525

Current Date: 04/04/2022

EXP. Date: 11-30-2022

(NOT USED)

**CITY OF EVANSTON
1909 Raw Water Intake Replacement
PROJECT MANUAL**

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SECTION 00 11 13
NOTICE TO BIDDERS

Bids will be received by the City's Purchasing Office until 2:00 P.M. local time Tuesday, May 31st, 2022 and will be publicly read virtually via Google Meets at 2:15 P.M. Interested parties can use the following link: meet.google.com/erk-vjyw-pza or join by phone 617-675-4444 PIN: 491 020 418 0044# to access the virtual bid opening. Effective immediately, the City of Evanston will no longer accept hard copy paper submittals for any solicitation. Responses will only be accepted electronically via E-bidding through DemandStar (www.demandstar.com). Although registration is required, vendors can download solicitations and upload responses for free. Bids shall cover the following:

1909 Raw Water Intake Replacement Project
Bid Number: 22-35

Work on this project includes modifications to the existing Evanston Water Treatment Plant, which includes replacement of an existing raw water intake structure and pipeline within Lake Michigan, a new valve vault, and necessary connection piping to the existing shorewells on site, and associated structural, electrical, civil, and mechanical works.

A mandatory pre-bid meeting will be held at the Evanston Water Treatment Plant, 555 Lincoln Street, Evanston, IL 60201 at 11:00 A.M. on Thursday, April, 28th, 2022. **For security reasons, all parties interested in attending the mandatory pre-bid meeting must submit the Non-Disclosure Agreement (see Section 00-52-10) and a list of employee names that will be attending the meeting to Paul Moyano at pmoyano@cityofevanston.org by close of business April 25, 2022 in order to attend.**

The above item shall conform to the Invitation for Bids on file in the Purchasing Office. The bid document, including all necessary plans and specifications, will be available in the Purchasing Office. Parties interested in submitting a bid should contact the Purchasing Office to receive a copy of the bid or see the City's website at: www.cityofevanston.org/business/bids-proposals/ or Demandstar at: www.demandstar.com.

Any contract or contracts awarded under this invitation for bids are expected to be funded in part by bond proceeds from the Federal Environmental Protection Agency WIFIA Program, and by a loan from the Illinois Environmental Protection Agency (Illinois EPA). Neither the State of Illinois nor any of its departments, agencies, or employees is or will be a party to this invitation for bids or any resulting contract. The procurement will be subject to regulations contained in the Procedures for Issuing Loans from the Public Water Supply Loan Program (35 IAC Part 662), the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor, the Employment of Illinois Workers on Public Works Act (30 ILCS 570), Illinois Works Jobs Program Act Apprenticeship Initiative, and DBE Policy per 40 CFR Part 33, as amended, and the "Use of American Iron and Steel" requirements as contained in Section 436 of H.R.

3547, the Consolidated Appropriations Act, 2014. This procurement is also subject to the City's policy regarding the increased use of disadvantaged business enterprises (DBEs). The City's policy requires all Bidders to undertake specified affirmative efforts at least thirty (30) days prior to bid opening. The policy is contained in the specifications. Bidders are also required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in 41 CFR 60-4.

The City of Evanston (the City) in accordance with the laws of the State of Illinois, hereby notifies all Bidders that it will affirmatively ensure that the contract(s) entered into pursuant to this Notice will be awarded to the successful Bidders without discrimination on the ground of race, color, religion, sex, age, sexual orientation, marital status, disability, familial status or national origin. The City of Evanston reserves the right to reject any or all submittals or to accept the submittal(s) deemed most advantageous to the City.

Each Bidder shall be required to submit with their bid a disclosure of ownership interest statement form in accordance with the provisions of City Code Section 1-18-1 *et seq.* Failure to submit such information will result in the disqualification of such bid.

Jillian Ostman
Purchasing Specialist

SECTION 00 21 00
INSTRUCTIONS TO BIDDERS

1. ON-LINE NOTIFICATION OF SOLICITATIONS

The City is utilizing Demandstar.com (www.demandstar.com) for on-line notification purposes only for sealed bids when it is anticipated that the amount of the resulting contract will be in excess of its formal bid limit of \$25,000, such as this requirement. Interested Bidders are required to submit a sealed bid to the City by the date/time indicated for this requirement on the forms provided by the City.

2. SUBMISSION OF BIDS

- A. The City of Evanston will no longer accept hard copy paper submittals for any solicitation. Responses will only be accepted electronically via E-bidding through DemandStar (WWW.DEMANDSTAR.COM). Although registration is required, vendors can download solicitations and upload bid responses for free. **Please refer to attached DemandStar E-bidding documents.**
- B. ANY BIDS RECEIVED AFTER THE TIME AND DATE SPECIFIED FOR THE RECEIPT OF BIDS WILL NOT BE ACCEPTED. It is the sole responsibility of the Bidder to ensure that his or her bid is delivered by the stated bid opening time. THE CITY IS NOT RESPONSIBLE FOR INCOMPLETE UPLOADED SUBMITTALS.
- C. Bids will be opened on the date and time stated.
- D. Any Bidder may withdraw his or her bid by letter or with proper identification by personally securing his or her bid at any time prior to the stated bid opening time. No telephone request for withdrawal of bids will be honored.

3. PREPARATION OF BIDS

The Bidder must prepare the bid on the attached bid forms. Unless otherwise stated, all blank spaces on the bid form or pages must be filled in. Either a unit price, lump sum price, or a "no-bid", as the case may be, must be stated for each and every item and must be either typed in or written in ink.

4. SIGNING OF BIDS

- A. Bids which are signed for a partnership should be signed in the firm's name by all partners, or in the firm's name by Attorney-in-Fact. If signed by Attorney-in-Fact, there should be attached to the bid a Power of Attorney evidencing authority to sign the bid, dated the same date as the bid and executed by all partners of the firm.

- B. Bids which are signed for a corporation should have the correct corporate name thereon and signature of an authorized officer of the corporation manually written below the corporate name following words "By: _____". title of office held by the person signing for corporation, which shall appear below signature of an officer.
- C. Bids which are signed by an individual doing business under a fictitious name should be signed in the name of the individual "doing business as. _____."
- D. The name of each person signing the bid shall be typed or printed below his or her signature.

5. CONSIDERATION OF BIDS

The Purchasing Specialist shall represent and act for the City in all matters pertaining to this bid and the contract in conjunction therewith.

6. WITHDRAWAL OF BIDS

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time. After the bid opening time, no bid shall be withdrawn or canceled for a period of 120 calendar days.

7. ERRORS IN BIDS

Bidders are cautioned to verify their bids before submission. Negligence on the part of the respondent in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, unit prices will govern.

8. ADDENDA

- A. Any and all changes to the specifications/plans are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating on the Bid form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the bid therein. Failure to acknowledge any addenda may cause the bid to be rejected.
- B. Addenda information is available over the internet at: [City of Evanston Notices to Bidders](#) or www.demandstar.com, or by contacting the Purchasing Office.

9. RESERVED RIGHTS

The City of Evanston reserves the right at any time and for any reason to cancel his or her solicitation, to accept or reject any or all bids or any portion thereof, or to accept an alternate response. The City reserves the right to waive any immaterial defect in any response. The City may seek clarification from any respondent at any time, and failure to respond within a reasonable time period, or as otherwise directed, will be cause for rejection.

10. AWARD

It is the intent of the City to award a contract to the lowest responsible Bidder meeting specifications. Award will be based on the following factors: (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the Bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; and (d) maintenance costs and warranty provisions.

11. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the City of any ambiguity, inconsistency, or error that they discover upon examination of the bidding documents. Interpretations, corrections, and changes will be made by addendum. Each Bidder shall ascertain prior to submitting a bid that all addenda have been received and are acknowledged in the bid.

12. INCONSISTENCIES AND OMISSIONS

These specifications and the accompanying plans, if any, are intended to include all information necessary for the work contemplated. If, by inadvertence or otherwise, the plans or specifications omit some information necessary for that purpose, the contractor shall, nevertheless, be required to perform such work at no additional cost to the City so that the project may be completed according to the true intent and purpose of the plans and specifications.

13. CONDITIONS

Bidders are advised to become familiar with all conditions, instructions, and specifications governing his or her bid. Once the award has been made, failure to have read all the conditions, instructions and specifications of this contract shall not permit the Bidder to amend contract or to request additional compensation.

14. VERIFICATIONS OF DATA

- A. It is understood and agreed that the unit quantities given in these specifications are approximate only, and the contractor shall verify these quantities before bidding as no claim shall be made against the City on, or account of, any excess or deficiency in the same.
- B. The contractor shall have visited the premises and determined for itself, by actual observation, boring, test holes, or other means, the nature of all soil and water conditions (both above and below ground in the line of work) that may be encountered in all construction work under this contract. The cost of all such inspection, borings, etc. shall be borne by the contractor, and no allowance will be made for the failure of the contractor to estimate correctly the difficulties attending the execution of the work.

15. SPECIFICATIONS

Reference to brand names and numbers is meant to be descriptive, not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the Bidder clearly states exactly what is proposed to be

furnished, including complete specifications. Unless the Bidder specifies otherwise, it is understood the Bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The City reserves the right to determine whether a substitute offer is equivalent to, and meets the standard of quality indicated by the brand name and number.

16. SAMPLES

When samples of items are called for by the specifications, samples must be furnished free of expense, and if not destroyed in the evaluation process will be returned at the Bidder's expense upon request. Request for the return of samples must accompany the sample and must include a UPS/Fed-Ex Pickup Slip, postage, or other acceptable mode of return. Individual samples must be labeled with Bidder's name, invitation number, item reference, manufacturer's brand name and number.

17. REGULATORY COMPLIANCE

Each Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and containers for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State, and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture, or use for their intended purpose of said goods or services. Each Bidder must furnish a "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act when required.

18. PRICING

The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, materials or service costs, patent royalties, and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

19. DISCOUNTS

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

20. INSPECTION

Materials or equipment purchased are subject to inspection and approval at the City's destination. The City reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials

or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.

21. BIDS AND PLAN DEPOSITS

- A. When required on the cover sheet, all bids shall be accompanied by a bid deposit in the amount specified. Bid deposits shall be in the form of cash, a certified check, or cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the City of Evanston. Bid Bonds are also acceptable. All bids not accompanied by a bid deposit, when required, will be rejected.
- B. The City will return the bid deposits of all but the 3 lowest qualified Bidders, whose deposit will be held until contract award or at the expiration of the 120-day period for bid award.
- C. The bid deposit of the successful Bidder will be retained until contract documents have been executed and the Contractor has submitted all the required information. Failure to comply with the terms of this specification may be cause for forfeiture of said deposit.
- D. When required, plan deposits will be refunded should the plans be returned in good condition within 10 days of the bid opening.

22. DISPUTES

Any dispute concerning a question of fact arising under this bid shall be decided by the Purchasing Specialist, who shall issue a written decision to the Bidder. The decision of the Purchasing Specialist shall be final and binding.

23. CATALOGS

Each Bidder shall submit, when requested by the Purchasing Specialist, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the material or work proposed to be furnished.

24. TAXES

- A. Federal Excise Tax does not apply to materials purchased by the City of Evanston by virtue of Exemption Certificate No. A-208762, Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Evanston by virtue of Statute.
- B. The City of Evanston is exempt from Illinois Sales Tax by virtue of Exemption Identification number E9998-1750.
- C. The City's federal tax ID number is 36-6005870.

25. PERMITS & FEES

All Bidders awarded a contract must secure and pay for any licenses required by the City of Evanston. Necessary building permits will be required, but all permit fees will be waived and moneys for same must not be included in any bid.

26. ROYALTIES & PATENTS

Seller must pay all royalties and license fees. Seller must defend all suits or claims for infringement of any patent, copyright or trademark rights, and must hold the City harmless from loss on account thereof.

27. LOCAL PREFERENCE POLICY

Not used.

28. POWER OF ATTORNEY

An Attorney-In-Fact, who signs any and all of the bond or contract bonds submitted with this bid, must file with each bond a certified and effectively dated copy of their Power of Attorney. These dates should be the same or after the date of the contract.

29. WARRANTY

- A. The contractor warrants that all goods and services furnished to the City shall be in accordance with specifications and free from any defects of workmanship and materials: that goods furnished to the City shall be merchantable and fit for the City's described purposes, and that no governmental law, regulation, order, or rule has been violated in the manufacture or sale of such goods.
- B. The contractor warrants all equipment furnished to be in acceptable condition, and to operate satisfactorily for a period of one (1) year from delivery of, or the completion of installation, whichever is latest, unless stated otherwise in the specifications, and that if a defect in workmanship and/or quality of materials are evidenced in this period, the Seller shall remit full credit, replace, or repair at City's discretion immediately, such equipment and/or parts that are defective at no additional cost to the City.
- C. The contractor warrants to the City that each item furnished hereunder, and any component part thereof, will be new and in conformity with the specifications in all respects, unless otherwise specified, and is of the best quality of its respective kind, free from faulty workmanship, materials, or design, and installed sufficiently to fulfill any operating conditions specified by the City.
- D. The contractor shall repair or replace any item or component part thereof found not to be in conformity with this paragraph provided the City notified the Seller of such nonconformity within one (1) year after initial use or within eighteen (18) months after delivery, whichever occurs first. In the event Seller fails to proceed diligently to so replace or repair within a reasonable time after receipt of such notice, the City may undertake or complete such replacement or repair for Seller's

account, and the seller will be responsible for any additional costs. Acceptance shall not relieve the seller of its responsibility.

30. INCURRED COSTS

The City will not be liable for any costs incurred by Bidders in replying to this invitation for bids.

31. VARIANCES

Each Bidder must state or list by reference any variations to specifications, terms and/or conditions set forth herein with its bid.

32. INDEMNIFICATION

- A. The awarded Bidder/Contractor shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Contractor or Contractor's subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.
- B. Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Contractor shall be liable for the reasonable costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*
- C. At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Project by Contractor must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.
- D. To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject

to the Illinois Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision, including but not limited to, Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

- E. The Contractor shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its subcontractors' work. Acceptance of the work by the City will not relieve the Contractor of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom.
- F. All provisions of this Section 32 shall survive completion, expiration, or termination of this Agreement.

33. DEFAULT

Time is of the essence as to the awarded contract and, of delivery or acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with all losses incurred. The City shall be entitled to recover its attorney's fees and expenses in any successful action by the City to enforce this contract.

34. GOVERNING LAW

This contract shall be governed by and construed according to the laws of the State of Illinois. In the event of litigation, the venue will be Cook County, Illinois.

35. EQUAL EMPLOYMENT OPPORTUNITY

- A. In the event of the contractor's noncompliance with any provision of the Illinois Human Rights Act or Section 1-12-5 of the Evanston City Code, the contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the City of Evanston, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by Statute or regulation.
- B. During the performance of this contract, the contractor agrees as follows:
 - 1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, or age or physical or mental handicap that does not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative

action to rectify any such underutilization. Contractor shall comply with all requirements of City of Evanston Code Section 1-12-5

2. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
3. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine that availability (in accordance with the Fair Employment Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Fair Employment Practices Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Commission's Rules and regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency, the City Manager, the Commission and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contract.
7. That it will include verbatim or by reference the provisions of subsections (A) through (G) of this clause in every performance subcontract as defined in Section 2.10(b) of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also include the provisions of subsections (A), (E), (F), and (G) in every supply subcontract as defined in Section 2.10(a) of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable

provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Fair Employment Practices Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

36. DISADVANTAGED BUSINESS ENTERPRISE GOAL

The City of Evanston has a goal of awarding 25% of its contracts to Disadvantaged Business Enterprises (DBEs). All Bidders must state the proposed involvement of DBEs in completing a portion of the services required by the City by completing the attached DBE forms. Any questions regarding DBE compliance should be submitted in writing to Tammi Nunez Purchasing Manager at tnunez@cityofevanston.org.

37. LOCAL EMPLOYMENT PROGRAM REQUIREMENTS

Not used.

38. QUESTIONS

All questions related to this bid document should be submitted in writing to Jill Ostman, Purchasing Specialist at jostman@cityofevanston.org with a copy to Paul Moyano, at pmoyano@cityofevanston.org. Only inquiries received a minimum of seven (7) working days prior to the date set for the opening of bids, will be given any consideration.

39. COORDINATION OF EXISTING SITE WITH DRAWINGS

- A. Before submitting a bid, bidders shall carefully examine the drawings and specifications, visit the site, and fully inform themselves as to all conditions and limitations.
- B. Should a bidder find discrepancies in, or omissions from the drawings or specifications, or should be in doubt as to their meaning, the bidder should at once notify the Purchasing Specialist, who will issue necessary instructions to all bidders in the form of an addendum.

40. AFFIRMATIVE ACTION IN SUB-CONTRACTING (EXCERPT FROM RESOLUTION 59-R-73)

“Contractor agrees that he shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. At the request of the City, Contractor shall furnish evidence of his compliance with this requirement of minority solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal bids in the light most favorable to said minority businesses. Contractor further affirms that in obtaining his performance and bid bonds, he will seek out and use companies who have records of, and/or who will make commitments to, the

bonding of minority contractors on a rate basis comparable to their bonding of similar non-minority contractors. The contractor may be required to submit this evidence as part of the bid or subsequent to it.”

41. COMPLIANCE WITH LAWS

- A. The bidder shall at all times observe and comply with all laws, ordinances and regulations of the Federal, State, Local and City Governments, which may in any manner affect the preparation of bids or the performance of the contract.

42. QUALIFICATION OF BIDDERS

- A. All bidders must be qualified in accordance with the instructions, procedures and methods set forth in this specification.
- B. In awarding contract, City may take into consideration, skill, facilities, capacity, experience, ability, responsibility, previous work, financial standing of bidder, amount of work being carried on by bidder, quality and efficiency of construction equipment proposed to be furnished, period of time within which proposed equipment is furnished and delivered, necessity of prompt and efficient completion of work herein described. Inability of any bidder to meet requirements mentioned above may be cause for rejection of the bid. In addition, if the project covered by this contract is a minority set-aside project, the contractor's qualifications as a minority firm will determine the eligibility of the contractor to bid.
- C. The contractor shall be able to demonstrate at least ten (10) years of experience performing marine works projects on the Great Lakes. Applicable project experience shall include dredging, intakes, harbors and ports, or similar offshore marine projects that involve underwater construction.
- D. The contractor shall submit summaries of at least three (3) successfully completed projects involving the subaqueous installation of pipe within an open trench environment. Project examples shall include the installation of pipe that is 24-inches or greater in diameter and performed within water depths greater than 10 feet. Past experience shall include references, contact information, project descriptions, and project dollar amounts. Project summaries are not limited to work within the Great Lakes.
- E. Project manager and superintendent shall demonstrate same qualifications listed previously in subsection 42.C. Project manager and superintendent resumes shall be submitted with contractor bid.

43. COMPETENCY OF BIDDER

- A. No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City of Evanston upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any

obligation to said City, or had failed to perform faithfully any previous contract with the City.

- B. The bidder, if requested, must present within forty eight (48) hours evidence satisfactory to the Purchasing Manager of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

44. PREFERENCE TO CITIZENS

The Contractor shall abide by the Illinois Preference Act, 30 ILCS 570 et seq., which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("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 IF Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the project engineer.

45. ACCESS

Any contract entered into by the City and any sub-agreement hereunder, shall provide that representatives of the IEPA will have access to the work whenever it is in preparation or progress and that the contractor or subcontractor will provide proper facilities for such access and inspection. Such contract or sub-agreement must also provide that the IEPA or any authorized representative shall have access to any books, documents, papers, and records of the contractor or subcontractor, which are pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions thereof.

46. NOTICE TO PROCEED

The City shall issue the Notice to Proceed within ten days of the execution of the Agreement. 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 City and Contractor. If the Notice to Proceed has not been issued within the ten-day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

47. NOTICE OF AWARD

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The necessary Agreement and BOND forms shall accompany the

NOTICE OF AWARD. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his or her or her option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his or her signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

48. EMPLOYMENT OF ILLINOIS WORKERS

The bidder must ensure compliance with the Employment of Illinois Workers on Public Works Act that requires contractors to use at least 90% Illinois laborers on all public works projects that receive State funds administered by the State during a period of excessive unemployment.

49. ILLINOIS WORKS JOBS PROGRAM ACT

The bidder must ensure compliance with the Illinois Works Apprenticeship Initiative.

50. CONTRACTOR EQUIPMENT

Contractor shall submit with bid proposal Names and Types of marine vessels, dredges, and barges intended for use.

END OF SECTION

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SECTION 00 30 10
DISCLOSURE OF OWNERSHIP INTERESTS

City of Evanston Ordinance 15-0-78 requires all persons (APPLICANT) seeking to do business with the City to provide the following information with their bid. Every question must be answered. If the question is not applicable, answer with "NA".

APPLICANT NAME: _____

APPLICANT ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

APPLICANT is (**Check One**) 1. Corporation () 2. Partnership () 3. Sole Owner ()
4. Association () 5. Other () _____

Please answer the following questions on a separate attached sheet if necessary.

SECTION I - CORPORATION

1a. Names and addresses of all Officers and Directors of Corporation.

1b. (Answer only if corporation has 33 or more shareholders.) Names and addresses of all those shareholders owning shares equal to or in excess of 3% of the proportionate ownership interest and the percentage of shareholder interest. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material required herein.)

1c. (Answer only if corporation has fewer than 33 shareholders.) Names and addresses of all shareholders and percentage of interest of each herein. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material requested herein.)

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

2a. The name, address, and percentage of interest of each partner whose interests therein, whether limited or general, is equal to or in excess of 3%.

2b. Associations: The name and address of all officers, directors, and other members with 3% or greater interest.

SECTION 3 - TRUSTS

3a. Trust number and institution.

3b. Name and address of trustee or estate administrator.

3c. Trust or estate beneficiaries: Name, address, and percentage of interest in total entity.

SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

4a. Specify which, if any, interests disclosed in Section 1,2, or 3 are being held by an agent or nominee, and give the name and address of principal.

4b. If any interest named in Section 1,2, or 3 is being held by a "holding" corporation or other "holding" entity not an individual, state the names and addresses of all parties holding more than a 3% interest in that "holding" corporation or entity as required in 1(a), 1(b), 1(c), 2(a), and 2(b).

4c. If "constructive control" of any interest named in Sections 1,2, 3, or 4 is held by another party, give name and address of party with constructive control. ("Constructive control" refers to control established through voting trusts, proxies, or special terms of venture of partnership agreements.)

I have not withheld disclosure of any interest known to me. Information provided is accurate and current.

Date

Signature of Person Preparing Statement

Title

ATTEST: _____ (Notary Seal)
Notary Public

Commission Expires: _____

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SECTION 00 30 40
ADDITIONAL INFORMATION SHEET

Bid Name: _____

Bid Number #: _____

Company Name: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Telephone/FAX: # _____

E-mail: _____

Comments: _____

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SECTION 00 30 50
MAJOR SUBCONTRACTORS LISTING

The following Tabulation of Major Subcontractors shall be attached and made a condition of the Bid. The Bidder expressly understands and agrees to the following provisions:

- A. If awarded a Contract as a result of this Bid, the major subcontractors used in the prosecution of the work will be those listed below.
- B. The following list includes all subcontractors who will perform work representing 5% (five percent) or more of the total Base Bid.
- C. The subcontractors listed below are financially responsible and are qualified to perform the work required.
- D. The subcontractors listed below comply with the requirements of the Contract Documents.
- E. Any substitutions in the subcontractors listed below shall be requested in writing by the Contractor and must be approved in writing by the Owner. All pertinent financial, performance, insurance and other applicable information shall be submitted with the request for substitutions(s). Owner shall respond to such requests within 14 calendar days following the submission of all necessary information to the full satisfaction of the Owner.

<u>Category</u>	<u>Name of Subcontractor</u>	<u>Address and Telephone Number</u>

(Attach additional sheets as required)

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SECTION 00 30 60
CONFLICT OF INTEREST FORM

_____, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the Bidder, its owners and employees and any official or employee of the City of Evanston.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Bidder has not disclosed any actual or potential conflict of interest, the City of Evanston may disqualify the bid.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.
Subscribed and Sworn to this _____ day of _____, 20_____.

Notary Public

(Notary Seal)

Commission Expires: _____

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SECTION 00 30 70
SIGNATURE FORM

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and attached service agreements, and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this document, the proposer hereby certifies that they are not barred from bidding on this contract as a result bid rigging or bid rotating or any similar offense (720 ILCS 5/33 E-3, E-4).

Authorized Signature: _____

Company Name: _____

Typed/Printed Name: _____

Date: _____

Title: _____

Telephone Number: _____

E-mail _____

Fax Number: _____

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SECTION 00 41 00
BID FORM

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____* to the City of Evanston (hereinafter called "OWNER").

* Insert "a corporation", "a partnership", or "an individual" as applicable.

In compliance with your Notice to Bidders, BIDDER hereby proposes to perform all WORK for the construction of **1909 Raw Water Intake Replacement Project (Bid No. 22-35)**, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within **686 consecutive calendar days** thereafter.

BIDDER certifies that all iron and steel products used in the project for the construction, alteration, maintenance, or repair of a public water system are produced in the United States in compliance with Section 436 (a) – (f) of H.R. 3547, "The Consolidated Appropriation Act, 2014".

BIDDER further agrees to pay as liquidated damages on this contract as follows:

1. The Contractor must commence work within 10 calendar days of Notice to Proceed from the City and the work must be substantially completed within 658 consecutive calendar days. In the event the work is not substantially complete within this time frame, then in addition to any remedies available to the City, the Contractor will pay to the City the sum of Six Thousand Seven Hundred Seventy Five dollars per day for each calendar day beyond that date, until substantial completion of the work has been achieved.
2. Final project completion shall occur within 28 calendar days of the substantial completion of the project. For each calendar day beyond this time that the final completion is not achieved, liquidated damages shall be in the sum of Six Thousand Seven Hundred Seventy-Five dollars for each consecutive calendar day thereafter.

The liquidated damages are not a penalty but represent the fixed costs associated with OWNER's administrative fees and costs incurred by the OWNER's inability to place all or portions of this Project into service within the time stipulated in the Agreement. The payment of liquidated damages shall not, however, prevent the OWNER from pursuing non-monetary remedies for breach of contract or other claims for breach of contract not relating to failure to achieve final completion. Under certain sequences of events, the

Contractor may be obligated to pay the OWNER for more than one liquidated damage at a time.

Liquidated damages will be assessed against the "amount earned to date" from the monthly payment application. In the event the amount is not adequate, the OWNER will invoice the Contractor directly for the remaining amount.

- I. By submission of the bid, each BIDDER certifies, and in the case of a joint bid, each party to the joint bid certifies as to his own organization, that in connection with the bid:
 - i. The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other BIDDER or with any competitor;
 - ii. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the BIDDER, prior to opening, directly or indirectly to any other BIDDER or to any competitor; and
 - iii. 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 of restricting competition.

- II. Each person signing the bid shall certify that:
 - i. He is the person in the BIDDER's organization responsible within that organization for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above; or
 - ii. He is not the person in the BIDDER's organization responsible within that organization for the decision as to the prices being bid, but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above, and as their agent shall so certify. He shall also certify that he has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above.

BIDDER acknowledges receipt of the following ADDENDUM (where applicable):

BIDDER certifies that wages paid in connection with the PROJECT shall be paid at prevailing rates not less than those prevailing under the Davis-Bacon Wage Act. Bidder further certifies that the provisions contained in the following clauses will be exercised in the performance of any contract resulting from this BID and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in the BID as follows:

- (1) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)1(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

- (ii) (A) The subrecipient, on behalf of USEPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the subrecipient to IEPA. IEPA will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify or disapprove every additional classification action within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding*, the subrecipient shall upon written request of the USEPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records*.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from IEPA. Such documentation shall be available on request of IEPA or USEPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to IEPA indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The

payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient for transmission to IEPA or USEPA, if requested by USEPA, the contractor, or the Wage and Hour Division of the Department of Labor, for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete.
- (2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, USEPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or IEPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees*

(i) *Apprentices. Apprentices will be permitted to work at less than predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.*

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and subrecipients, IEPA, USEPA, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
 - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (11) Contract Work Hours and Safety Standards Act
 - (i) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (ii) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clauses set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (iii) *Withholding for unpaid wages and liquidated damages.* The subrecipient, upon written request of the USEPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (iv) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- (v) Any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the IEPA, USEPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(12) Compliance Verification

- (i) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from USEPA on request.
- (ii) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (iii) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors and subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (iv) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S. Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (v) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the USEPA DB contact listed above and to the

appropriated DOL Wage and Hour District Office listed at
<http://www.dol.gov/esa/contacts/whd/america2.html>.

BID SCHEDULE

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices:

Item	Description	Unit	Estimated Base Bid Quantity	Price
1	Lump Sum Price for All Project Work	Lump Sum	1	
2	Lump Sum for Intake Heating System	Lump Sum	1	
3	Allowance to Provide Instrumentation and Control Integration	Allowance	1	\$20,000
4	General Allowance	Allowance	1	\$500,000
<p>Total of Bid _____</p> <p>Total of Bid (in words) _____</p>				

Optional Bid Work to be completed as shown:

The following optional bid items are not reimbursable under the IEPA SRF loan program. If accepted by the City, Bidder hereby proposes and agrees to furnish to the City of Evanston the Optional Bid Items set forth in the Specifications in accordance with the Contract Documents for the following amounts:

1. Optional Bid: Spare Parts

Specification Section	Specification Reference	Lump Sum Amount
23 34 00-Fan Equipment	1.3	\$
26 05 15 -Industrial Control Panels and Misc. Electrical Devices	2.4	
Total Lump Sum Amount for All Listed Spare Parts		\$

Bidder must provide Optional Bid. The City reserves the right to choose any/or none of the Optional Bid Items to be incorporated into the Contract Agreement for this work.

The Bidder proposes to furnish and install in full compliance with the Contract Documents, the major items of equipment, as manufactured by the following listed manufacturers. Bidder shall fill in gray shaded cells for a responsive Bid. The named manufacturers shall not be changed after the Bid without the approval of the Engineer

No.	Item (Specification Section)	Manufacturer
1	Butterfly Valve (Section 43 30 14)	
2	Steel Pipe and Fittings (Section 33 92 10 and 40 05 24)	
3	PCCP Pipe and Fittings (Section 33 90 32)	
4	Flow Measuring (Section 40 91 02)	

Bidder is currently certified as an MBE or WBE under EPA's DBE Program?
 Yes _____ No _____

Respectfully submitted:

 Signature

 Address

 Title

 Date

 Telephone #

 E-mail Address

(SEAL – if BID is by a corporation)

Attest:

SECTION 00 42 00
BID BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS, that we, the undersigned,
_____ as
Principal, and _____ as
Surety, are hereby held and firmly bound unto the City of Evanston as OWNER in the
penal sum of _____ for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves,
successors and assigns.

Signed, this _____ day of _____, 20 _____.

The Condition of the above obligation is such that whereas the Principal has submitted
to _____ a certain BID, attached
hereto and hereby made a part hereof to enter into a contract in writing, for the
construction of the 1909 Raw Water Intake Replacement Project (Bid 22-35), which
includes installation of a new raw water intake structure and piping, valve vault, and
associated structural, electrical, civil, and mechanical works.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in
the Form of Contract attached hereto (properly completed in accordance with said BID)
and shall furnish a BOND for his faithful performance of said contract, and for the
payment of all persons performing labor or furnishing materials in connection therewith,
and shall in all other respects perform the agreement created by the acceptance of said
BID, then this obligation shall be void, otherwise the same shall remain in force and
effect; it being expressly understood and agreed that the liability of the Surety for any
and all claims hereunder shall, in no event, exceed the penal amount of this obligation
as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

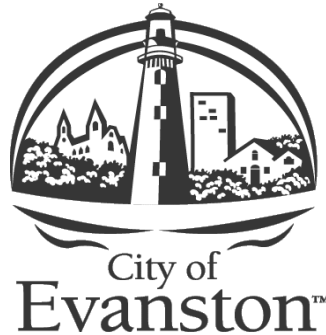
Surety

By: _____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION

SECTION 00 52 00
CONTRACTOR SERVICES AGREEMENT



CONTRACTOR SERVICES AGREEMENT

The parties referenced herein desire to enter into an agreement for professional services for

1909 Raw Water Intake Replacement
(BID 22-35)

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is entered into between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the “City”), and *[Insert Contractor name here]*, doing business as an individual/a partnership/a corporation with offices located at *[Insert Contractor address here]*, (hereinafter referred to as the “Contractor”). Compensation (the “Compensation”) for all basic services provided by the Contractor pursuant to the terms of this Agreement shall not exceed *[\$Insert fee here]*.

Revision April 2022

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RECITALS

WHEREAS, the City intends to retain the services of a qualified and experienced contractor for the following:

Construction of the 1909 Raw Water Intake Replacement Project (Bid 22-35), which includes replacement of an existing raw water intake structure and pipeline within Lake Michigan, a new valve vault, and necessary connection piping to the existing shorewells on site, and associated structural, electrical, civil, and mechanical works.

WHEREAS, this Agreement shall include the following documents which are attached hereto:

- a) City of Evanston Bid 22-35, attached as Exhibit A.
- b) Contractor's response to Bid 22-35, attached as Exhibit B.
- c) Any subcontractor subcontracts related to this Agreement, attached as Exhibit C.
- d) Project Fee Schedule and hourly rates, attached as Exhibit D (not used).

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1 Services and Duties of the Contractor

1.1 The Contractor shall perform professional services and provide equipment (the "Work") in accordance with Exhibits A, B, C and D. The Contractor retains the right to control the manner of performance of the services provided for in this Agreement and is an independent contractor and not agent or an employee of the City. All employees and subcontractors of the Contractor shall likewise not be considered to be employees of the City. Contractor is solely responsible for the means and methods of all work performed under the terms of this Agreement for this Project ("the Project"). Contractor is an independent Contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker's Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Contractor acknowledges and agrees that should Contractor or its subcontractors provide false information, or fail to be or remain in compliance with this Agreement, the City may void this Agreement.

1.2 The Contractor warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Contractor's work and all indemnity and insurance requirements. Contractor further affirms that it has visited the Project site and has become familiar with all special conditions, if any, at the Project site. Contractor shall perform the Work and its obligations under this Agreement in accordance with and subject to the Contract Documents to the full extent that each such provision is applicable to the Work. Contractor shall take necessary precautions to properly protect the Work of others, if any, from damage caused by operations under this Agreement. In addition, Contractor shall

protect the work during normal and adverse weather conditions until the Project is complete and accepted by the City, or until the Contractor has fully completed its work under this Agreement. Contractor's obligations include, but are not limited to, placing and adequately maintaining at or about all locations of Project work, sufficient guards, barricades, lights, and enclosures to protect the Work.

1.3 The Contractor shall not have any public or private interest and shall not acquire directly or indirectly any such interest which conflicts in any manner with the performance of its services under this Agreement.

1.4 The Contractor shall designate, in writing, a person to act as its Project Manager for the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Contractor's policies and decisions with respect to the work covered by this Agreement.

1.5 The Contractor shall employ only persons duly licensed by the State of Illinois to perform the professional services required under this Agreement for which applicable Illinois law requires a license, subject to prior approval of the City. The Contractor shall employ only well qualified persons to perform any of the remaining services required under this Agreement, also subject to prior approval of the City. The City reserves the right to require replacement of Contractor, subcontractor, or supplier personnel for any reason. Contractor will replace the unacceptable personnel at no charge to the City. For all solicitations or advertisements placed by or on behalf of Contractor for employees for this Project it will state that the Contractor is an Equal Opportunity Employer.

1.6 Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Contractor's control, the Contractor shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Contractor shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, is applicable. Contractor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Contractor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

1.7 The Contractor shall obtain prior approval from the City prior to subcontracting with any entity or person to perform any of the work required under this Agreement. The Contractor may, upon request of the City, submit to the City a draft subcontractor agreement for City review and approval prior to the execution of such an agreement. Any previously entered into subcontractor agreement(s) are attached as Exhibit C. If the Contractor subcontracts any of the services to be performed under this Agreement, the subcontractor agreement shall provide

that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent. The Contractor shall be responsible for the accuracy and quality of any subcontractor's work.

1.8 The Contractor shall cooperate fully with the City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by OSHA relative to this Project, as necessary. Contractor shall cooperate with the City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

1.9 The Contractor acknowledges that it shall enforce and comply with all applicable Occupational Safety and Health Administration standards (OSHA) for this Project in effect as of the date of the execution of this Agreement, or as otherwise promulgated by OSHA in the future taking effect during the pendency of this Project. Contractor shall enforce all such standards and ensure compliance thereto as to its own agents and employees, and as to the agents and employees of any subcontractor throughout the course of this Project. Contractor is solely responsible for enforcing and complying with all applicable safety standards and requirements on this Project, and is solely responsible for correcting any practices or procedures which do not comply with the applicable safety standards and requirements for this Project. Any Project specific safety requirements applicable to this Project must be followed by Contractor and any subcontractor(s) on the Project. Additionally, all such safety requirements shall be made a part of any subcontractor agreement.

1.10 The Contractor shall submit to the City a progress report each month this Agreement is in effect. The report shall include the following items:

- a) A summary of the Contractor's project activities, and any subcontractor project activities that have taken place during the invoice period;
- b) A summary of the Contractor's project activities and any subcontractor project activities, that shall take place during the next invoice period;
- c) A list of outstanding items due to or from the City; and
- d) A status of the Project schedule.

1.11 The Contractor shall perform the work required under this Agreement pursuant to high quality industry standards expected by the City. The Contractor shall apply for and receive all appropriate permits before performing any work in the City. The Contractor shall also provide the appropriate permit drawings for Building Permits to be issued for the Project, if said permits are obligated by the Project. The City will assist the Contractor with obtaining the appropriate building and right-of-way permits.

1.12 The Contractor shall provide drawings of record, in the following 3 electronic formats for all locations where equipment has been installed and/or work has been performed. The electronic formats required by this Section 1.12 are Auto Cad Version 2007, ArtView and

PDF.

1.13 Contractor recognizes that proper cleanup and removal of construction debris is an important safety consideration. The Contractor shall be solely responsible for daily construction site/area cleanup and removal of all construction debris in accordance with City-approved disposal practices. Contractor shall be solely responsible for identifying and removing at its expense all hazardous material and waste which it uses and generates.

1.14 To the extent that there is any conflict between a provision specified in this Agreement, with a provision specified in any of the other Contract Documents, as defined in Section 1.15, this Agreement shall control. The City and the Contractor may amend this Section 1.14 as provided by Section 15 herein.

The Contractor acknowledges and agrees that the City has no retained control over any of the Work done pursuant to this Agreement, and that the City is expressly exempt from the retained control exception as defined in the Restatement of Torts, Second, Section 414. This provision shall survive completion, expiration, or termination of this Agreement.

1.15 The Contract Documents for this Project consist of:

- a) This Agreement;
- b) The City's Notice to Bidders, Instructions to Bidders, and the plans, specifications, general conditions, drawings, addenda, and modifications thereto;
- c) The Contractor's response to the Bid;
- d) Other exhibits and schedules, if any, listed in this Agreement;
- e) Amendments or Other Contract Documents, if any; and
- f) Amendments/Modifications to this Agreement issued after execution thereof.

1.16 As a condition of receiving payment, Contractor must (i) be in compliance with the Agreement, (ii) pay its employees prevailing wages not less than those prevailing under the Davis-Bacon Wage Act. Contractor may obtain wage determinations from the U.S. Department of Labor's web site www.wdol.gov, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the City upon request.

2 Standard Certifications

Contractor acknowledges and agrees that compliance with this section and each subsection for the term of the Agreement is a material requirement and condition of this Agreement. By executing this Agreement, Contractor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this Agreement. Contractor shall include these Standard Certifications in any subcontract used in the performance of the Agreement.

If this Agreement extends over multiple fiscal years, Contractor and its subcontractors shall confirm compliance with this section in the manner and format determined by the City by the date specified by the City and in no event later than January 1 of each year that this Agreement remains in effect.

If the City determines that any certification in this section is not applicable to this Agreement, it may be stricken, subject to sole approval by the City, without affecting the remaining subsections.

2.1 As part of each certification, Contractor acknowledges and agrees that should Contractor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the Agreement may be void by operation of law,
- the City may void the Agreement, and
- Contractor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

2.2 By signing this Agreement, the Contractor certifies that it has not been barred from being awarded a contract with a unit of State or local Government as a result of bid rigging or bid rotating or similar offense, nor has it made any admission of guilt of such conduct that is a matter of public record. (720 ILCS 5/33 E-3, E-4).

2.3 In the event of the Contractor's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

2.4 During the term of this Agreement, the Contractor agrees as follows:

- a) The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.
- b) That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

2.5 The Contractor certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105 *et. seq.*), that it has a written sexual harassment policy that includes, at a minimum, the

following information:

- a) The illegality of sexual harassment;
- b) The definition of sexual harassment under State law;
- c) A description of sexual harassment utilizing examples;
- d) The Contractor's internal complaint process including penalties;
- e) Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and
- f) Protection against retaliation as provided to the Department of Human Rights.

2.6 Contractor certifies that all iron and steel products used in the project for the construction, alteration, maintenance, or repair of a public water system are produced in the United States in compliance with Section 436 (a) – (f) of H.R. 3547, “The Consolidated Appropriation Act, 2014”.

2.7 Contractor certifies that it is properly formed and existing legal entity and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

2.8 If Contractor, or any officer, director, partner, or other managerial agent of Contractor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Contractor certifies at least five years have passed since the date of the conviction.

2.9 Contractor certifies that if more favorable terms are granted by Contractor to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms will be applicable under this Agreement.

2.10 Contractor certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

2.11 The Contractor certifies that all Design Professionals performing the Work under this Agreement will ensure that the Project shall be designed in conformance with the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101, *et seq.*, and all regulations promulgated thereunder. Design Professional means any individual, sole proprietorship, firm, partnership, joint venture, corporation, professional corporation, or other entity that offers services under the Illinois Architecture Practice Act of 1989 (225 ILCS 305/), the Professional Engineering Practice Act of 1989 (225 ILCS 325/), the Structural Engineering Licensing Act of 1989 (225 ILCS 340/), or the Illinois Professional Land Surveyor Act of 1989 (225 ILCS 330/).

2.12 The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements now in force or which may be in force during the term of this Agreement. The Contractor shall comply with the Illinois Human

Rights Act, 775 ILCS 5/1-101 *et. seq.*, Title VII of the Civil Rights Act of 1964, and the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et. seq.*

3 Additional Services/Change Orders

3.1 If the representative of the City responsible for the Project verbally requests the Contractor to perform additional services, the Contractor shall confirm in writing that the services have been requested and that such services are additional services. Failure of the City to respond to the Contractor's confirmation of said services within thirty (30) calendar days of receipt of the notice shall be deemed a rejection of, and refusal to pay for the additional services. Contractor shall not perform any additional services until City has confirmed approval of said additional services in writing. If authorized in writing by the City, the Contractor shall furnish, or obtain from others, additional services of the following types, which shall be paid for by the City as set forth in Section 9 of this Agreement:

- a) Additional Services due to significant changes in scope of the Project or its design, including, but not limited to, changes in size, complexity or character of construction, or time delays for completion of work when such delays are beyond the control of the Contractor;
- b) Revisions of previously approved studies, reports, design documents, drawings or specifications;
- c) Preparation of detailed renderings, exhibits or scale models for the Project;
- d) Investigations involving detailed consideration of operations, maintenance and overhead expenses for the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material and labor, and material audits or inventories required for certification of force account construction performed by the City;
- e) Services not otherwise provided for in this Agreement.

3.2 The City may, upon written notice, and without invalidating this Agreement, require changes resulting in the revision or abandonment of work already performed by the Contractor, or require other elements of the work not originally contemplated and for which full compensation is not provided in any portion of this Agreement. Any additional services, abandonment of services which were authorized by the City, or changes in services directed by the City which result in the revision of the scope of services provided for in Exhibits A, B, C, and D that cause the total Compensation due Contractor under this Agreement to exceed \$25,000 or more, or increase or decrease the contract duration by more than 6 months are subject to approval by the Evanston City Council. These actions must be addressed either in a written Change Order or in a written amendment to this Agreement approved by both parties.

3.3 Contractor acknowledges and agrees that the Public Works Construction Change Order Act, 50 ILCS 525/1 *et seq.* shall apply to all Change Orders for the Project. It is expressly understood and agreed to by Contractor that it shall not be entitled to any damages or Compensation from the City on account of delay or suspension of all or any part of the Work. Contractor acknowledges that delays are inherent in construction projects and Contractor assessed that risk and fully included that risk assessment within its contract sum specified in its

Response to the City Bid for this Project. The City shall not compensate Contractor for work that is more difficult than the contract sum specified in its Response would reflect. Delays to minor portions of the Work will not be eligible for extensions of time.

Delays to the Project caused by labor disputes or strikes involving trades not directly related to the Project, or involving trades not affecting the Project as a whole will not be eligible for an extension of time.

The City will not grant an extension of time for a delay by the Contractor's inability to obtain materials unless the Contractor first furnishes to the City documentary proof. The proof must be provided in a timely manner in accordance with the sequence of the Contractor's operations and accepted construction schedule.

In addition to any other changes requested by City (as described in Sections 3.1 and 3.2), the Company shall be entitled to request (and the City may grant) Change Orders with respect to:

- (a) The City-caused delays;
- (b) Change in Law;
- (c) Force Majeure Events.

The foregoing events shall entitle the Contractor to a change in the Compensation for this Project, if the Contractor demonstrates that it will unavoidably incur reasonable costs as a result thereof and the Contractor provides reasonable and detailed documentary support with respect to any such price impact.

The parties agree to reasonably confer regarding any such disputes with respect to the issuance of a Change Order.

Any payment for compensable delay will only be based upon actual costs excluding, without limitation, what damages, if any, the Contractor may have reasonably avoided. The Contractor understands that this is the sole basis for recovering delay damages and explicitly waives any right to calculate daily damages for office overhead, profit, or other purported loss.

All Contractor Change Orders authorized under this Section 3 shall be made in writing. In remitting a Change Order, the Contractor must first show in writing that:

- (a) The work was outside the scope of this Agreement,
- (b) The extra work was not made necessary due to any fault of Contractor;
- (c) The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Agreement was signed;
- (d) The change is germane to the original Agreement; and
- (e) The Change Order is in the best interest of the City and authorized by law.

Any person who fails to first obtain the City's written authorization for a Change Order commits a Class 4 felony. The written determination and the written Change Order resulting

from that determination shall be preserved in the contract's file which shall be open to the public for inspection.

The City reserves all rights and causes of action, at law or equity, to seek redress against entities or persons who violate the requirements of this Section 3. By initialing below, Contractor hereby acknowledges that it is bound by this Section 3.

Contractor's Initials: _____

3.4 The Contractor is required to include the City of Evanston as a reference whenever and wherever the Contractor provides references for similar projects for a period of one (1) year from the date of Final Acceptance by the City of the Work for this Project.

4 Bonds

4.1 Before the Scheduled Construction Commencement Date, the Contractor is required to furnish unconditional performance and payment bonds in the amount of 100% of the Compensation as security for the faithful performance and completion of all the Contractor's obligations under the Contract Documents and covering the payment of all materials used in the performance of this Agreement and for all labor and services performed under this Agreement. All Bonds shall be issued on a form acceptable to the City. The bonds must be for the entire term of the Agreement. Failure to provide these bonds shall constitute a breach of Contractor's obligations under this Agreement. Each surety providing the Bonds must have a Best's rating not less than A/X and be licensed in Illinois and shall be 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 as published in the Federal Register and available on the website of the U.S. Department of the Treasury, Financial Management Service, at www.fms.treas.gov/c570/c570.html. All Bonds signed by an agent must be accompanied by a certified copy of his or her authority to act. It shall be the duty of the Contractor to advise the surety or sureties of any Change Orders that result in an increase to the Compensation and to ensure that the amounts of the Bonds are updated to reflect and cover any such increases throughout the course of the Project. The cost of such Bonds shall be included within the Compensation.

4.2 If the surety behind any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State or it ceases to meet any of the requirements of this Contract, the Contractor shall, within [5] five days thereafter, substitute another Bond of equivalent value and surety, both of which must be acceptable to the City. In addition, no further progress payments under the Agreement will be made by the City until the Contractor complies with the provisions of this Agreement. The Contractor shall furnish to the City proof of any required bonds and proof of required insurance as one of the conditions precedent to payment under the Agreement. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment or performance of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or authorize a copy to be furnished. All surety Bonds provided for in this Section shall incorporate by reference this Agreement, and any language that may be in any such surety Bond which conflicts with the

provisions of this Agreement that define the scope of the surety('s) duty(ies) shall be of no force and effect.

5 Liquidated Damages in the Event Contractor Fails to Complete the Work

5.1 The parties agree that failure of Contractor to timely complete the Work required by this Agreement constitutes a default. The parties agree that this default will result in damage and injury to City. The parties further agree, however, that actual damages incurred by City as result of such default is difficult if not impossible to ascertain with any degree of certainty or accuracy. Accordingly, the parties have negotiated and have agreed that for each calendar day after written notice is delivered to Contractor and Contractor fails to cure such default, that Contractor will pay City, as and for liquidated damages, and not as a penalty, the following amounts:

- (A) The Contractor must commence work within 10 calendar days of Notice to Proceed from the City.
- (B) Substantially Complete - The Contractor must be substantially completed with the work within 658 consecutive calendar days. In the event the work is not substantially complete within this time frame, then in addition to any remedies available to the City, the Contractor will pay to the City the sum of Six Thousand Seven Hundred Seventy Five dollars per day for each calendar day beyond that date, until substantial completion of the work has been achieved.
- (C) Final Completion - Final project completion shall occur within 28 calendar days of the substantial completion of the project. For each calendar day beyond this time that the final completion is not achieved, liquidated damages shall be in the sum of Six Thousand Seven Hundred Seventy Five dollars for each consecutive calendar day thereafter.

Contractor stipulates and agrees that the sums payable by Contractor under this Section are reasonable under the circumstances existing as of the execution of this Agreement. This Section 5.1 is not intended to limit any direct damages that may be recoverable by City related to the Contractor's failure to complete the Work in accordance with this Agreement. There shall be no early completion bonus if the Work is completed before the substantial completion date. The City, at its option, may withhold liquidated damages from progress payments payable to Contractor before the substantial completion date.

6 The City's Responsibilities

6.1 The City may evaluate the Contractor's and any subcontractor's performance (interim and final). Timeliness in meeting the Project schedule and the overall relationship with the Contractor are factors that will be considered in the Contractor's performance rating. An unfavorable performance rating may be a factor when future assignments are being considered.

6.2 The City makes no representation or warranty of any nature whatsoever as to the accuracy of information or documentation provided by the City to the Contractor which were

generated or provided by third parties.

7 Period of Service

7.1 The Contractor shall commence work on the Project within 10 calendar days after the date of the Notice to Proceed. Contractor shall supply the City with the Contractor's performance and payment bonds and all required insurance documents before starting its Work on this Project. The City shall determine when the Contractor has completed the Work required pursuant to this Agreement, and shall determine the date of Final Acceptance. Contractor recognizes time is of the essence regarding its performance on this Project. Contractor shall complete its Work on this Project within 686 calendar days after the Notice to Proceed, and shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

9 Payment for Services and Reimbursements

9.1 Within the first five (5) business days of each month, the Contractor shall invoice the City for Work completed during the previous month. The Contractor shall provide a detailed invoice that relates invoiced items to the Contractor's response to Bid 22-35 in both quantity and unit cost. Any discrepancies in the monthly invoice shall be promptly brought to the attention of the Contractor by the City Project Manager and efforts shall be made to promptly resolve said discrepancies between the City and Contractor. In the event the City and Contractor cannot resolve invoice discrepancies, items in dispute will be removed from the invoice and the City shall approve the remainder of the invoice. Payment will be made as soon as possible following the City Council meeting in which the item appeared on the bills list, and in accordance with all applicable laws and rules of the City of Evanston and the State of Illinois.

9.2 In the event of termination by the City of this Agreement pursuant to paragraph 10.1 after completion of any phase of the basic services, fees due the Contractor for services rendered through such phase shall constitute final payment for such services, and no further fees shall be due to the Contractor. In the event of such termination by the City during any phase of the basic services, the Contractor shall be paid for services rendered on the basis of the proportion of work completed on the phase to date of termination.

9.3 The City shall have the right to withhold payment to the Contractor due to the quality of a portion or all of the work performed hereunder which is not in accordance with the requirements of this Agreement, or which is unsatisfactory, or is due to the Contractor's failure or refusal to perform any of its obligations hereunder. Compensation in excess of the total contract amount specified in this Agreement will not be allowed unless justified in the City's sole judgment and authorized in advance as provided for in Section 3 of this Agreement. Compensation for improper performance by the Contractor is disallowed.

9.4 Upon completion of the Work performed by the Contractor, prior to the submission of a request for final payment, the City and Contractor shall perform a final acceptance test and review of the Work performed and/or equipment installed pursuant to the Agreement. A punch list of items outstanding will be jointly developed by the City and

Contractor. In addition, the Contractor shall submit drawings of record for the Project for the City to approve. The Contractor shall promptly resolve all punch list items to the satisfaction of the City, and shall transmit to the City in writing confirmation that all punch list items have been resolved. The City will review, and the Contractor shall modify, as necessary, any drawings of record to the satisfaction of the City. Punch list items and drawings of record must be approved by the City prior to the Contractor submitting its final invoice for payment.

9.5 The Contractor shall submit an Affidavit and a final waiver of its lien, and all final waivers of liens of any subcontractors, suppliers, and sub-subcontractors, if applicable, with its final invoice, stating that all obligations incurred in performance of the professional services have been paid in full. The Affidavit will also include a statement stating that the professional services were performed in compliance with the terms of the Agreement. The Affidavit and all final lien waivers shall be on a form acceptable to the City.

9.6 All Project invoices shall be sent to:

City of Evanston [*Applicable department*]
2100 Ridge Avenue
Evanston, Illinois 60201

with a copy to:

City of Evanston [*Anyone else as applicable*]
2100 Ridge Avenue
Evanston, Illinois 60201

10 Notice and Cure/Termination

10.1 In furtherance of Contractor's Work on this Project, the City and the Contractor agree that the following Notice and Cure provision in this Section 10.1 shall apply during the duration of Contractor's work on this Project, in addition to the reserved rights of the City enumerated in this Agreement as follows:

- 5.1 Liquidated Damages;
- 9.3 City's right to withhold payment;
- 17.2 Contractor's duty to revise and correct errors; and
- 17.3 Contractor's duty to respond to City's notice of errors and omissions.

The City may notify Contractor of its intent to terminate this Agreement within (7) seven calendar days of issuance by the City of written notice to Contractor's Project Manager regarding defects in the Project or in Contractor's Work. The City shall specify any such nonconforming Work or defects in the Project in its notice to Contractor under this Section 10.1. Contractor will have the opportunity to cure the non-conforming Work within (7) seven calendar days after receipt of the written notice issued by the City. All such curative work done shall be performed and completed to the City's satisfaction. Nothing in this Section 10.1 shall otherwise affect the City's right to exercise its rights in Section 10.2.

10.2 The City shall have the right to terminate this Agreement upon fifteen (15) days written notice for any reason. Mailing of such notice shall be equivalent to personal notice and shall be deemed to have been given at the time of receipt.

Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City's obligations hereunder shall cease and there shall be no penalty or further payment required.

10.3 Within thirty (30) days of termination of this Agreement, the Contractor shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCad Version 2019, ArcView, PDF, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Work herein. Upon receipt of said items, the Contractor shall be paid for labor and expenses incurred to the date of termination as provided in Section 9.2. This Agreement is subject to termination by either party if either party is restrained by a state or federal court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations through the date of termination. No lien shall be filed by the Contractor in the event of a termination of this Agreement by the City.

10.4 If, because of death or any other occurrence, including, but not limited to, Contractor becoming insolvent, it becomes impossible for any principal or principals of the Contractor to render the services set forth in this Agreement, neither the Contractor, nor its surviving principals shall be relieved of their obligations to complete the professional services. However, in the event of such an occurrence, the City at its own option may terminate this Agreement if it is not furnished evidence that competent professional services can still be furnished as scheduled.

10.5 In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right to terminate this Agreement without prior written notice.

11 Insurance

11.1 The Contractor shall, at its own expense, secure and maintain in effect throughout the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors. Contractor acknowledges and agrees that if it fails to comply with all requirements of this Section 10, the City may void the Agreement.

The Contractor must give to the City Certificates of Insurance identifying the City to be an Additional Insured for all Work done pursuant to this Agreement before City staff recommends award of the contract to City Council. Any limitations or modifications on the

Certificate(s) of Insurance issued to the City in compliance with this Section that conflict with the provisions of this Section 11 shall have no force and effect.

After award of the Contract to Contractor, the Contractor **shall** give the City a certified copy(ies) of the insurance policy(ies) evidencing the amounts set forth in Section 10.2, and copies of the Additional Insured endorsement to such policy(ies) which name the City as an Additional Insured for all Work done pursuant to this Agreement before Contractor does any Work pursuant to this Agreement. Contractor's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the City. Contractor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies.

The policies and the Additional Insured endorsement must be delivered to the City within two (2) weeks of the request. All insurance policies shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of not less than A-VII according to the A.M. Best Company. Should any of the insurance policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the City. The Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

11.2 Contractor shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Contractor, and insuring Contractor against claims which may arise out of or result from Contractor's performance or failure to perform the Services hereunder:

- a) Worker's compensation in statutory limits and employer's liability insurance in the amount of at least five hundred thousand dollars (\$500,000);
- b) Comprehensive general liability coverage which designates the City as an additional insured for not less than three million dollars (\$3,000,000) combined single limit for bodily injury, death and property damage, per occurrence;
- c) Comprehensive automobile liability insurance covering owned, non-owned, and leased vehicles for not less than one million dollars (\$1,000,000) combined single limit for bodily injury, death, or property damage, per occurrence; and

Contractor understands that the acceptance of Certificates of Insurance, policies, and any other documents by the City in no way releases the Contractor and its subcontractors from the requirements set forth herein.

Contractor expressly agrees to waive its rights, benefits and entitlements under the “Other Insurance” clause of its commercial general liability insurance policy as respects the City. Contractor expressly agrees that its insurance coverage is required to be primary by this Agreement, that its insurance coverage shall be on a primary and non-contributory basis, and that it and its insurance carrier are estopped from denying such coverage is primary. In the event Contractor fails to purchase or procure insurance as required above, the parties expressly agree that Contractor shall be in default under this Agreement, and that the City may recover all losses, attorney’s fees and costs expended in pursuing a remedy, or reimbursement, at law or in equity, against Contractor.

12 Indemnification

12.1 The Contractor shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney’s fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Contractor or Contractor’s subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

12.2 Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Contractor shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

At the City Corporation Counsel’s option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Project by Contractor must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

12.3 The Contractor shall be responsible for any losses and costs to repair or remedy

work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its subcontractors' work. Acceptance of the work by the City will not relieve the Contractor of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom.

12.4 All provisions of this Section 12 shall survive completion, expiration, or termination of this Agreement.

13 Drawings and Documents

13.1 Any drawings, survey data, reports, studies, specifications, estimates, maps, plans, computations, and other documents required to be prepared by the Contractor for the Project shall be considered Works for Hire and the sole property of the City.

13.2 The Contractor and its subcontractor shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the City and the federal funding entity, if applicable, and the Contractor agrees to cooperate fully with any audit conducted by the City and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this Subsection shall establish a presumption in favor of the City for recovery of any funds paid by the City under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

14 Successors and Assigns

14.1 The City and the Contractor each bind themselves and their partners, successors, executors, administrators, and assigns to the other party of the Agreement and to the partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the City and the Contractor.

15 Force Majeure

15.1 Whenever a period of time is provided for in this Agreement for the Contractor or the City to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation:

- a) Acts of nature;
- b) Acts or failure to act on the part of any governmental authority other than the City

or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement;

- c) Acts or war;
- d) Acts of civil or military authority;
- e) Embargoes;
- f) Work stoppages, strikes, lockouts, or labor disputes;
- g) Public disorders, civil violence, or disobedience;
- h) Riots, blockades, sabotage, insurrection, or rebellion;
- i) Epidemics or pandemics;
- j) Terrorist acts;
- k) Fires or explosions;
- l) Nuclear accidents;
- m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities;
- n) Major environmental disturbances; or
- o) Vandalism.

If a delay is caused by any of the *force majeure* circumstances set forth above, the time period shall be extended for only the actual amount of time said party is so delayed. Further, either party claiming a delay due to an event of *force majeure* shall give the other party written notice of such event within three (3) business days of its occurrence or it shall be deemed to be waived.

16 Amendments and Modifications

16.1 Except as otherwise provided herein, the nature and scope of Work specified in this Agreement may only be modified by a written Change Order, or a written amendment to this Agreement, approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modifications shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

17 Standard of Care & Warranty

17.1 The Contractor shall perform all of the provisions of this Agreement to the satisfaction of the City. The City shall base its determination of the Contractor's fulfillment of the scope of the work in accordance with generally accepted professional standards applicable to the Work for this Project. The Contractor shall perform all of the provisions of this Agreement with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions.

17.2 The Contractor shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The City's acceptance of any of the Contractor's professional services shall not relieve the Contractor of its responsibility to subsequently correct any such errors or omissions. If a Contractor has provided the City with specifications for this Project which are determined to be incorrect or which require revision

during the solicitation process (including but not limited to Requests for Proposals, Requests for Qualifications, or bids), the Contractor shall make such corrections or revisions to the specifications at no cost to the City. Further, upon receipt of an invoice from the City, the Contractor shall promptly reimburse the City for the reasonable costs associated with the preparation and dissemination of said corrections or revisions to appropriate parties, including but not limited to preparation of the corrected or revised documents, and printing and distribution costs.

17.3 During the pendency of its Work on this Project, the Contractor shall respond to the City's notice of any errors or omissions within twenty-four (24) hours. The Contractor shall be required to promptly visit the Project site(s) if directed to by the City.

17.4 The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

17.5 Contractor guarantees and warrants to the City that:

- a) All materials and equipment furnished under this Agreement shall be of good quality and new, unless otherwise required or permitted by the Contract Documents;
- b) The Work of this Agreement shall be free from defects which are not inherent in the quality required; and
- c) The Work shall comply with the requirements set forth in the Contract Documents.

This warranty and guarantee shall be for a period of one (1) year from the date of completion and Final Acceptance of the Work by the City, or as otherwise provided in the Contract Documents.

If, within the one year warranty period, after the Contractor has received a final payment under this Agreement, any of the Work is found to be not be in accordance with the requirements of this Agreement, or where defects in materials or workmanship may appear, or be in need of repair, the Contractor shall correct non-conforming and/or defective work or materials promptly after receipt of written notice from the City. Contractor shall immediately at its own expense repair, replace, restore, or rebuild any such Work. This remedy is in addition to any other legal or equitable remedies the City may have under this Agreement or the law.

This guarantee and warranty shall not relieve Contractor of liability for latent defects, and shall be in addition to the City's rights under the law or other guarantees or warranties, express or implied.

17.6 The provisions of this Section 16 shall survive the completion, expiration or termination of this Agreement.

18 Savings Clause

18.1 If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions, or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

19 Non-Waiver of Rights

19.1 No failure or delay by the City to exercise any power given to it hereunder or to insist upon strict compliance by Contractor with its obligations hereunder, nor any payment made by the City under this Agreement, shall constitute a waiver of the City's right to demand strict compliance with the terms hereof, unless such waiver is in writing and signed by the City.

20 Entire Agreement

20.1 This Agreement sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of *contra proferentem* shall not apply.

21 Governing Law

21.1 This Agreement shall be construed in accordance with and subject to the laws and rules of the City of Evanston and the State of Illinois both as to interpretation and performance. Venue for any action arising out of or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute related to this Agreement. The City does not waive tort immunity by entering into this Agreement.

22 Ownership of Contract Documents

22.1 Contractor is specifically prohibited from using in any form or medium, the name or logo of the City for public advertisement, unless expressly granted written permission by the City. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with this Project is not to be construed as publication in derogation of the City's reserved rights.

23 Notice

23.1 Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this Subsection:

City of Evanston Project Manager, Bid 22-35
2100 Ridge Avenue
Evanston, Illinois 60201

if to the Contractor:

23.2 Mailing of such notice as and when provided above shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

24 Severability

24.1 Except as otherwise provided herein, the invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the other provisions, and this Agreement shall continue in all respects as if such invalid or unenforceable provision had not been contained herein.

25 Execution of Agreement

25.1 This Agreement shall be signed last by the City Manager.

26 Counterparts

26.1 For convenience, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

27 Authorizations

27.1 The Contractor's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Contractor's board of directors or its bylaws to execute this Agreement on its behalf. The City Manager affirms that he/she has been lawfully authorized to execute this Agreement. The Contractor and the City shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances, or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

28 Time of Essence

28.1 Time is of the essence with respect to each provision hereof in which time is a factor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives. The effective date of this Agreement will be the date this Agreement is signed by the City Manager.

CONTRACTOR

By: _____

Name: _____

Its: _____

Date: _____

CITY OF EVANSTON

By: _____
Kelley A. Gandurski

Its: Interim City Manager Date: _____

Approved as to form:

By: _____
Nicholas E. Cummings

Its: Corporation Counsel

Revision: April 2022

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SECTION 00 52 01
CONTRACTOR SERVICES AGREEMENT ACKNOWLEDGEMENT FORM

The City has attached its standard contractor services agreement as an exhibit to this bid document. Identify all exceptions to the agreement that would prevent your firm from executing it. **The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Bidder's response.** *Please check one of the following statements:*

_____ I have read the contractor services agreement and plan on executing the agreement without any exceptions.

_____ My firm cannot execute the City's standard contractor service agreement unless the exceptions noted below or in the attached sample contractor services agreement are made.

*****Please be aware that submitting exceptions to the contract may impact the likelihood of your firm being selected to perform this work.**

List exceptions in the area below:

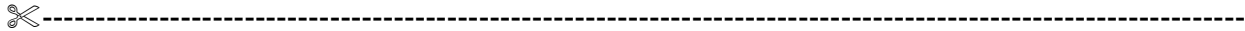
Authorized Signature: _____ **Company Name:** _____

Typed/Printed Name and Title: _____ **Date:** _____

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SECTION 00 52 02
BID BOND SUBMITTAL LABEL

CUT AND ATTACH LABEL ON OUTSIDE OF SEALED BID BOND SUBMITTAL



BID SUBMITTAL NUMBER: _____

BID SUBMITTAL NAME: _____

BID SUBMITTAL DUE DATE/TIME: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY TELEPHONE #: _____



If required by the bid documents, a scanned copy of the bid bond must be included with the bid electronic submission. The City is currently not able to accept a certified check, bank cashier's check or electronic bid bond at this time.

The original bid bond (in the amount of 5% of the original bid amount) must be mailed within ten (10) days after the bid due date, to the City of Evanston Purchasing Department, 2100 Ridge Avenue - Room 4200 Evanston, Illinois 60201 Attention Purchasing Manager using the USPS (certified or priority), UPS or FedEx mail options in order to have a tracking number; which sum shall be forfeited in case the successful bidder fails to enter into a binding contract and provide a properly executed contract and surety bond within 15 days after the date the contract is awarded by the City.

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00 52 10
NON-DISCLOSURE AGREEMENT

Bidder's Name: _____

Project: **1909 Raw Water Intake Replacement**

CONFIDENTIAL INFORMATION.

The term "Confidential Information" means any information or material which is proprietary to the Owner, which is not generally known other than by the Owner, and which the Consultant may obtain through any direct or indirect contact with the Owner. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by the Owner concerning the construction, operation and maintenance of the water system, including, without limitation, business records and plans, technical data, and contracts.

CONFIDENTIALITY OF INFORMATION.

It is understood that the Bidder (i) will keep confidential all information provided by the City of Evanston in connection with the above described work; (ii) will use such confidential information solely in connection with their engagement with the City of Evanston (iii) will not in future disclose any information derived in their work to any third person or entity.

The Bidder acknowledges that they are prohibited from releasing any information about the City of Evanston water treatment facility / pumping station or distribution system to any entity without the express written consent from the City of Evanston Public Works Director.

SIGNED:

NOTARIZED:

Date

Date

Notary Seal:

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00 61 00
PERFORMANCE BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS: that

(Name of Corporation)

(Address of Corporation)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

**City of Evanston
2100 Ridge Avenue
Evanston, IL 60201**

hereinafter called OWNER, in the penal sum of _____
_____ dollars, (\$_____) in lawful
money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered
into a certain contract with the OWNER, dated the _____ day of _____,
20____, a copy of which is hereto attached and made a part hereof for the construction
of the 1909 Raw Water Intake Replacement Project (Bid 22-35), which includes
replacement of an existing raw water intake structure and pipeline within Lake Michigan,
a new valve vault, and necessary connection piping to the existing shorewells on site,
and associated structural, electrical, civil, and mechanical works.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all
the undertakings, covenants, terms, conditions, and agreements of said contract during
the original term thereof, and any extensions thereof which may be granted by the
OWNER, with or without notice to the Surety and during the one year guaranty period,
and if he shall satisfy all claims and demands incurred under such contract, and shall
fully indemnify and save harmless the OWNER from all costs and damages which it
may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all
outlay and expense which the OWNER may incur in making good any default, then this
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that 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 to WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation 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 SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20 _____.

PRINCIPAL:

By _____

Name _____

Title _____

(SEAL)
ATTEST:

Name _____

Title _____

SURETY:

By _____

Name _____

Address _____

(SEAL)
ATTEST:

Name _____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located

00 61 50
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto:

**City of Evanston
2100 Ridge Avenue
Evanston, IL 60201**

hereinafter called OWNER, in the penal sum of _____
dollars, (\$_____) in lawful money of the United States, for the payment of
which sum well and truly to be made, we bind ourselves, successors, and assigns,
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered
into a certain contract with the OWNER, dated the _____ day of
_____, 20____, a copy of which is hereto attached and made a part
hereof for the construction of the 1909 Raw Water Intake Replacement Project (Bid 22-
35), which includes replacement of an existing raw water intake structure and pipeline
within Lake Michigan, a new valve vault, and necessary connection piping to the
existing shorewells on site, and associated structural, electrical, civil, and mechanical
works.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in
the prosecution of the WORK provided for in such contract, and any authorized
extension or modification thereof, including all amounts due for materials, lubricants, oil,
gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used
in connection with the construction of such WORK, and all insurance premiums on said
WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or
otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that 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 to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation 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 SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20_____.

PRINCIPAL:

By _____

Name _____

Title _____

(SEAL)
ATTEST:

Name _____

Title _____

SURETY:

By _____

Name _____

Address _____

(SEAL)
ATTEST:

Name _____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

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00 66 00
NOTICE OF INTENT TO AWARD

To: _____

Project Description: Construction of the 1909 Raw Water Intake Replacement Project (Bid 22-35), which includes replacement of an existing raw water intake structure and pipeline within Lake Michigan, a new valve vault, and necessary connection piping to the existing shorewells on site, and associated structural, electrical, civil, and mechanical works.

The OWNER has considered the BID submitted by you for the above described WORK, in response to its Advertisement for Bids, dated _____ and Information for Bidders.

You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of _____.

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and insurance documentation within ten (10) calendar days from the date of the Notice of Award, to be sent upon IEPA approval, to you.

Dated this _____ day of _____, 20_____.

OWNER

By: _____

Title: _____

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00 66 10
NOTICE OF AWARD

To: _____

PROJECT Description: Construction of the 1909 Raw Water Intake Replacement Project (Bid 22-35), which includes replacement of an existing raw water intake structure and pipeline within Lake Michigan, a new valve vault, and necessary connection piping to the existing shorewells on site, and associated structural, electrical, civil, and mechanical works.

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 20____ and Instructions to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____. The Agreement will be dated _____, 20_____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS and insurance documentation within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will 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 _____, 20_____.

(Owner)
By _____
Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged,

By _____,

This the _____ day of _____, 20_____.

By _____

Title _____

00 66 20
NOTICE TO PROCEED

To: _____ Date: _____

Project: 1909 Raw Water Intake
Replacement Project

(Bid 22-35)

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20____, on or before _____, 20____, and you are to complete the work within 686 consecutive calendar days thereafter.

The date of completion of all WORK is therefore _____, 20 ____.

(Owner)

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

this the ____ day of _____, 20 ____.

By _____

Title _____

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00 66 30
CHANGE ORDER FORM

Order No. _____
Date: _____
Agreement Date: _____

PROJECT: _____
OWNER: _____
CONTRACTOR: _____

The following changes are hereby made to the **AGREEMENT**:

Change to **CONTRACT PRICE**:

Original **CONTRACT PRICE**: \$ _____
Current **CONTRACT PRICE** adjusted by previous **CHANGE ORDERS** \$ _____
Total change in **CONTRACT PRICE** for this **CHANGE ORDER** No. _____ \$ _____
The **CONTRACT PRICE** including this **CHANGE ORDER** will be \$ _____

Original Date for Contract Completion _____
Modified Date for Contract Completion _____

Accepted by (Contractor): _____ Date _____

Approved by (Owner): _____ Date _____
City of Evanston

Approved by (Engineer): _____ Date _____

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NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	19.6%	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the City of Evanston, Cook County, Illinois.

41 CFR 60

60-4.1 Scope and Application.

This part applies to all contractors and subcontractors that hold any Federal or federally assisted construction contract in excess of \$10,000. The regulations in this part are applicable to all of a construction contractor's or subcontractor's construction employees who are engaged in on site construction including those construction employees who work on a non-Federal or non-federally assisted construction site. This part also establishes procedures, which all Federal contracting officers and all applicants, as applicable, shall follow in soliciting for and awarding Federal or federally assisted construction contracts. Procedures also are established which administering agencies shall follow in making any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of Executive Order 11246, as amended. In addition, this part applies to construction work performed by construction contractors and subcontractors for Federal non-construction contractors and subcontractors if the construction work is necessary in whole or in part to the performance of a non-construction contract or subcontract.

[43 FR 49254, OCT. 20, 1978; 43 FR 51404, NOV. 3, 1978]

60-4.2 Solicitations.

(a) All Federal contracting officers and all applicants shall include the notice set forth in paragraph (d) of this section and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in § 60-4.3 of this part in all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of the part. Administering agencies shall require the inclusion of the notice set forth in paragraph (d) of this section and the specifications set forth in § 60-4.3 of this part as a condition of any grant, contract, subcontract, loan, insurance or guarantee involving federally assisted construction covered by this Part 60-4.

(b) All non-construction contractors covered by Executive Order 11246 and the implementing regulations shall include the notice in paragraph (d) of this section in all construction agreements, which are necessary in whole or in part to the performance of the covered non-construction contract.

(c) Contracting officers, applicants and non-construction contractors shall give written notice to the Director within 10 working days of award of a contract subject to these provisions. The notification shall include the name, address and telephone number of the contractor; employer identification number; dollar amount of the contract, estimated starting and completion dates of the contract; the contract number; and geographical area in which the contract is to be performed.

(d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part (see 41 CFR 60-4.2(a)):

Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time-tables	Goals for minority participation for each trade	Goals for female participation in each trade
	19.6%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978, AS AMENDED AT 45 FR 65977, OCT. 3, 1980]

60-4.3 Equal Opportunity Clauses.

(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

a. "Covered area," means the geographical area described in the solicitation from which this contract resulted:

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which

contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, the Contractor must employ such apprentices and trainees during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The

Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore; along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these

meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation

which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978, AS AMENDED AT 45 FR 65978, OCT. 3, 1980]

60-4.4 Affirmative Action Requirements.

(a) To implement the affirmative action requirements of Executive Order 11246 in the construction industry, the Office of Federal Contract Compliance Programs previously has approved affirmative action programs commonly referred to as "Hometown Plans," has promulgated affirmative action plans referred to as "Imposed Plans" and has approved "Special Bid Conditions" for high impact projects constructed in areas not covered by a Hometown or an Imposed Plan. All solicitations for construction contracts made after the effective date of the regulations in this part shall include the notice specified in § 60-4.2 of this part and the specifications in § 60-4.3 of this part in lieu of the Hometown and Imposed Plans including the Philadelphia Plan and Special Bid Conditions. Until the Director has issued an order pursuant to § 60-4.6 of this part establishing goals and timetables for minorities in the appropriate geographical areas or for a project covered by Special Bid Conditions, the goals and timetables for minorities to be inserted in the Notice required by 41 CFR 60-4.2 shall be the goals and timetables contained in the Hometown Plan, Imposed Plan or Special Bid Conditions presently covering the respective geographical area or project involved.

(b) Signatories to a Hometown Plan (including heavy highway affirmative action plans) shall have 45 days from the effective date of the regulations in this part to submit under such a Plan (for the director's approval) goals and timetables for women and to include female representation on the Hometown Plan Administrative Committee. Such goals for female representation shall be at least as high as the goals established for female representation in the notice issued pursuant to 41 CFR 60-4.6. Failure of the signatories, within the 45-day period, to include female representation and to submit goals for women or a new plan, as appropriate, shall result in an automatic termination of the Office of Federal Contract Compliance Program's approval of the Hometown Plan. At any time the Office of Federal Contract Compliance Programs terminates or withdraws its approval of a Hometown Plan, or when the plan expires and another plan is not approved, the contractors signatory to the plan shall be covered automatically by the specifications set forth in § 60-4.3 of this part and by the goals and timetables established for that geographical area pursuant to § 60-4.6 of this part.

60-4.5 Hometown Plans

(a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: *Provided*, That each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables. If a contractor is not participating in an approved Hometown Plan it shall comply with the specifications set forth in § 60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the notice required by 41 CFR 60-4.2 with regard to that trade. For the purposes of this part 60-4, a contractor is not participating in a Hometown Plan for a particular trade if it:

- (1) Ceases to be signatory to a Hometown Plan covering that trade;
- (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
- (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations, which are not or cease to be signatories to the same Hometown Plan for that trade;
- (4) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
- (5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
- (6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.

(b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provision of the Hometown Plan.
[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978]

60-4.6 Goals and Timetables.

The Director, from time to time, shall issue goals and timetables for minority and female utilization, which shall be based on appropriate workforce, demographic, or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices

in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.
[45 FR 65978, OCT. 3, 1980]

60-4.7 Effect on Other Regulations.

The regulations in this part are in addition to the regulations contained in this chapter, which apply to construction contractors and subcontractors generally. See particularly, 41 CFR 60-1.4 (a), (b), (c), (d), and (e); 60-1.5; 60-1.7; 60-1.8; 60-1.26; 60-1.29; 60-1.30; 60-1.32; 60-1.41; 60-1.42; 60-1.43; and 41 CFR Part 60-3; Part 60-20; Part 60-30; Part 60-40; and Part 60-50.

60-4.8 Show Cause Notice.

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in paragraphs (i) through (iv) of 41 CFR 60-2.2(c)(1). If the contractor does not show good cause within 30 days, or in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make up goals and timetables, back pay, and seniority relief for affected class members, the OFCCP shall follow the procedure in 41 CFR 60-1.26(b): *Provided*, That where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978]

60-4.9 Incorporation by Operation of the Order.

By operation of the order, the equal opportunity clause contained in § 60-1.4, the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) contained in § 60-4.2, and the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) contained in § 60-4.3 shall be deemed to be a part of every solicitation or of every contract and subcontract, as appropriate, required by the order and the regulations in this chapter to include such clauses whether or not they are physically incorporated in such solicitation or contract and whether or not the contract is written.

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SECTION 00 66 50
FEDERAL WAGE DETERMINATION

Federal Wage Determination Rates continue on next page.

"General Decision Number: IL20220009 02/25/2022

Superseded General Decision Number: IL20210009

State: Illinois

Construction Types: Building, Heavy, Highway and Residential

County: Cook County in Illinois.

BUILDING, RESIDENTIAL, HEAVY, AND HIGHWAY PROJECTS (does not include landscape projects).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

1 01/14/2022
2 02/25/2022

ASBE0017-001 06/01/2021

	Rates	Fringes
ASBESTOS WORKER/INSULATOR Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....	\$ 51.80	30.60
Fire Stop Technician.....	\$ 41.44	27.85
HAZARDOUS MATERIAL HANDLER includes preparation, wetting, stripping removal scrapping, vacuuming, bagging and disposal of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 38.85	27.85

BOIL0001-001 05/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 52.61	33.07

BRIL0021-001 06/01/2016

	Rates	Fringes
BRICKLAYER.....	\$ 44.88	26.62

BRIL0021-004 06/01/2017

	Rates	Fringes
Marble Mason.....	\$ 44.63	26.83

BRIL0021-006 06/01/2017

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 44.38	25.84
TILE FINISHER.....	\$ 38.56	22.10
TILE SETTER.....	\$ 45.49	25.72

BRIL0021-009 06/01/2017

	Rates	Fringes
MARBLE FINISHER.....	\$ 33.95	26.03

BRIL0021-012 06/01/2017

	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 45.42	24.06

CARP0555-001 06/01/2021

BUILDING, HEAVY, AND HIGHWAY

Rates Fringes

CARPENTER

Carpenter, Lather, Millwright, Piledriver, and Soft Floor Layer		
Building.....	\$ 50.86	37.34
Heavy & Highway.....	\$ 50.86	37.34

 CARP0555-002 10/01/2021

RESIDENTIAL CONSTRUCTION

Rates Fringes

CARPENTER.....	\$ 42.61	33.67
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 ELEC0009-003 05/30/2021

Rates Fringes

Line Construction		
Groundman.....	\$ 44.11	62.32%
Lineman and Equipment Operator.....	\$ 56.55	62.32%

 ELEC0134-001 06/07/2021

Rates Fringes

ELECTRICIAN.....	\$ 51.00	37.39
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 ELEC0134-003 06/07/2021

Rates Fringes

ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 46.26	28.23

The work shall consist of the installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment and residential purposes, including but not limited to communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit.

 ELEV0002-001 01/01/2022

Rates Fringes

ELEVATOR MECHANIC.....	\$ 62.47	36.885+a+b
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FOOTNOTES:

a) PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving Day; Veterans' Day and Christmas Day.

b) Employer contributes 8% of regular hourly rate as vacation pay credit for employee with more than 5 years of service, and 6% for employee with less than 5 years service

 * ENGI0150-006 06/01/2021

Building and Residential Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 53.60	44.40
GROUP 2.....	\$ 52.30	44.40
GROUP 3.....	\$ 49.75	44.40
GROUP 4.....	\$ 48.00	44.40

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt Plant*; Asphalt Spreader; Autograde*; Backhoes with Caisson attachment*:Batch Plant*; Benoto(Requires two Engineers); Boiler and Throttle Valve; Caisson Rigs*; Central Redi-Mix Plant*; Combination Backhoe Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted)*; Concrete Conveyor; Concrete Conveyor, Truck Mounted; Concrete Paver over 27E cu. ft.*; Concrete Paver 27E cu ft and Under*; Concrete Placer*; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes*; Cranes, Hammerhead*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derricks; Derricks, Traveling*; Formless Curb and Gutter Machine*; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2 1/4 yd. and over; Hoists, Elevators, Outside Type Rack and pinion and similar Machines; Hoists, One, Two, and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes*; Hydraulic Boom Trucks; Hydraulic Vac (and similar equipment);Locomotives; Motor Patrol*; Pile Drivers amd Skid Rig*; Post Hole Digger; Pre- Stress Machine; Pump Cretes Dual Ram(Requiring frequent Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill*; Roto Mill Grinder (36"" and Over)*; Roto Mill Grinder (Less Than 36"")*; Scoops-Tractor Drawn; Slip-Form Paver*; Straddle Buggies; Tournapull; Tractor with Boom, and Side Boom; and Trenching Machines*.

GROUP 2: Bobcat (over 3/4 cu yd); Boilers; Broom, Power Propelled; Bulldozers; Concrete Mixer (Two Bag and over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front End loaders under 2 1/4 cu yd; Aotomatic Hoists, Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted)*; Rollers; Steam Generators; Tractors; Tractor Drawn Vibratory Roller (Receives an additional \$.50 per hour); Winch Trucks with ""A"" Frame.

GROUP 3: Air Compressor-Small 250 and Under (1 to 5 not to exceed a total of 300 ft); Air Compressor-Large over 250; Combination-Small Equipment Operator; Generator- Small 50 kw and under; Generator-Large over 50 kw; Heaters, Mechanical; Hoists, Inside Elevators (Remodeling or Renovatin work); Hydrualic Power Units (Pile Driving, Extracting, and Drilling); Low Boys; Pumps Over 3"" (1 To 3 not to exceed a total of 300 ft); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu yd)

GROUP 4 - Bobcats and/or other Skid Steer Loaders; Brick Forklifts; Oilers

*-Requires Oiler

 * ENGI0150-025 06/01/2021

Heavy and Highway Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 51.80	44.40
GROUP 2.....	\$ 51.25	44.40
GROUP 3.....	\$ 49.20	44.40
GROUP 4.....	\$ 47.80	44.40
GROUP 5.....	\$ 46.60	44.40

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36"" and over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add \$1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

*Requires Oiler

 IRON001-026 06/01/2021

	Rates	Fringes
IRONWORKER		
Sheeter.....	\$ 54.76	41.45
Structural and Reinforcing..	\$ 54.51	41.45

 IRON0063-001 06/01/2021

	Rates	Fringes
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IRONWORKER, ORNAMENTAL.....\$ 52.13 39.47

IRON0063-002 06/01/2020

Rates Fringes

IRONWORKER
Fence Erector.....\$ 44.42 29.73

IRON0136-001 07/01/2021

Rates Fringes

IRONWORKER
Machinery Movers; Riggers;
Machinery Erectors.....\$ 45.00 39.39
Master Riggers.....\$ 47.50 39.39

LAB00002-006 06/01/2018

Rates Fringes

LABORER (BUILDING &
RESIDENTIAL)
GROUP 1.....\$ 42.72 28.19
GROUP 2.....\$ 42.72 28.19
GROUP 3.....\$ 42.80 28.19
GROUP 4.....\$ 42.82 28.19
GROUP 5.....\$ 42.87 28.19
GROUP 6.....\$ 42.92 28.19
GROUP 7.....\$ 42.95 28.19
GROUP 8.....\$ 43.05 28.19
GROUP 9.....\$ 43.07 28.19
GROUP 10.....\$ 43.17 28.19
GROUP 11.....\$ 43.00 28.19
GROUP 12.....\$ 43.72 28.19

LABORER CLASSIFICATIONS

GROUP 1: Building Laborers; Plasterer Tenders; Pumps for Dewatering; and other unclassified laborers.

GROUP 2: Fireproofing and Fire Shop laborers.

GROUP 3: Cement Gun.

GROUP 4: Chimney over 40 ft.; Scaffold Laborers.

GROUP 5: Cement Gun Nozzle Laborers (Gunite); Windlass and capstan person.

GROUP 6: Stone Derrickmen & Handlers.

GROUP 7: Jackhammermen; Power driven concrete saws; and other power tools.

GROUP 8: Firebrick & Boiler Laborers.

GROUP 9: Chimney on fire brick; Caisson diggers; & Well Point System men.

GROUP 10: Boiler Setter Plastic Laborers.

GROUP 11: Jackhammermen on fire brick work only.

GROUP 12: Dosimeter use (any device) monitoring nuclear exposure); Asbestos Abatement Laborer; Toxic and Hazardous Waste Removal Laborers.

LAB0002-007 06/01/2018

	Rates	Fringes
LABORER (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 42.80	28.19
GROUP 3.....	\$ 42.87	28.19
GROUP 4.....	\$ 43.00	28.19
GROUP 5.....	\$ 42.72	28.19

LABORER CLASSIFICATIONS

GROUP 1: Common laborer; Tenders; Material expeditor (asphalt plant); Street paving, Grade separation, sidewalk, curb & gutter, strippers & All laborers not otherwise mentioned

GROUP 2: Asphalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun Nozzle (laborers), Gunite

GROUP 4: Rakers, Lutemen; Machine-Screwmen; Kettleman; Mixermen; Drun-men; Jackhammermen (asphalt); Paintmen; Mitre box spreaders; Laborers on birch, overman and similar spreader equipment; Laborers on APSCO; Laborers on air compressor; Paving Form Setter; Jackhammermen (concrete); Power drive concrete saws; other power tools.

GROUP 5: Asbestos Abatement Laborers; Toxic and Hazardous Waste Removal Laborers, Dosimeter (any device) monitoring nuclear exposure

LAB0002-008 06/01/2018

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 POUNDS.....	\$ 43.72	28.19
16 - 20 POUNDS.....	\$ 44.22	28.19
21 - 26 POUNDS.....	\$ 44.72	28.19
27 - 33 POUNDS.....	\$ 45.72	28.19
34 - AND OVER.....	\$ 46.72	28.19
LABORER (Tunnel and Sewer)		
GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 42.85	28.19
GROUP 3.....	\$ 42.95	28.19
GROUP 4.....	\$ 43.07	28.19
GROUP 5.....	\$ 42.72	28.19

LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side);
Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders;
Concrete blower operator; Drillers; Dynamiters; Erector
operator; Form men; Jackhammermen; Powerpac; Mining machine
operators; Mucking machine operator; Laser beam operator;
Liner plate and ring setters; Shield drivers; Power knife
operator; Welder- burners; Pipe jacking machine operator;
skinners; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous
waste removal laborer; Dosimeter (any device) monitoring
nuclear exposure

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen;
Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men;
Bracers-bracing; Bricklayer tenders; Catch basin diggers;
Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac;
Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous
waste removal laborer; Dosimeter (any device) monitoring
nuclear exposure

LAB00225-001 06/01/2018

	Rates	Fringes
LABORER (DEMOLITION/WRECKING)		
GROUP 1.....	\$ 37.52	28.19
GROUP 2.....	\$ 42.72	28.19
GROUP 3.....	\$ 42.72	28.19

LABORER CLASSIFICATIONS

GROUP 1 - Complete Demolition

GROUP 2 - Interior Wrecking and Strip Out Work

GROUP 3 - Asbestos Work with Complete Demolition/Wrecking or
Strip Out Work

PAIN0014-001 06/01/2020

	Rates	Fringes
PAINTER (including taper).....	\$ 48.30	28.72

PAIN0027-001 06/01/2021

	Rates	Fringes
GLAZIER.....	\$ 47.73	39.84

PLAS0005-002 07/01/2015

	Rates	Fringes
PLASTERER.....	\$ 42.25	26.65

PLAS0502-001 06/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 45.25	33.48

PLUM0130-001 06/01/2021

	Rates	Fringes
PLUMBER.....	\$ 52.80	34.67

PLUM0597-002 06/01/2021

	Rates	Fringes
PIPEFITTER.....	\$ 52.00	36.37

ROOF0011-001 12/01/2021

	Rates	Fringes
ROOFER.....	\$ 46.70	27.10

SFIL0281-001 01/01/2022

	Rates	Fringes
SPRINKLER FITTER.....	\$ 52.25	33.55

SHEE0073-001 06/01/2021

	Rates	Fringes
Sheet Metal Worker.....	\$ 47.50	41.67

SHEE0073-002 06/08/2018

	Rates	Fringes
Sheet Metal Worker ALUMINUM GUTTER WORK.....	\$ 31.32	37.02

TEAM0731-001 06/01/2017

COOK COUNTY - HEAVY AND HIGHWAY

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axles.....	\$ 35.60	22.10
4 Axles.....	\$ 35.85	22.10
5 Axles.....	\$ 36.05	22.10
6 Axles.....	\$ 36.25	22.10

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and

Christmas Day.

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

C. An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

TEAM0731-002 04/01/2021

	Rates	Fringes
Traffic Control Device Monitor		
TRAFFIC SAFETY WORKER:		
Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow boards, message signs, barricade and sign fabrication equipment.....	\$ 38.50	18.70

TEAM0786-001 06/01/2017

COOK COUNTY - BUILDING AND RESIDENTIAL

	Rates	Fringes
TRUCK DRIVER		
2 & 3 Axles.....	\$ 39.942	0.25+a
4 Axles.....	\$ 39.75	0.25+a
5 Axles.....	\$ 39.967	0.25+a
6 Axles.....	\$ 40.184	0.25+a

FOOTNOTES:

a. \$719.00 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

"General Decision Number: IL20220018 02/25/2022

Superseded General Decision Number: IL20210018

State: Illinois

Construction Types: Heavy (Dredging and Marine)

Counties: Illinois Statewide.

MECHANICAL DREDGING (CLAMSHELL, DRAGLINE, AND BACKHOE) AND MARINE CONSTRUCTION):

ILLINOIS, INDIANA, MICHIGAN, MINNESOTA, NEW YORK, OHIO, PENNSYLVANIA AND WISCONSIN DREDGING AND MARINE CONSTRUCTION
Dredging and Marine Construction Projects: floating/land equipment engaged in clamshell, backhoe and dragline dredging, marine construction, bridges, salvage operations and cranes, loaders, dozers, or other equipment used for disposal of dredge spoils or marine construction materials on land at the slip or dock, at the project site, where the above material/spoils is being handled, and all equipment utilized on breakwall/breakwater structures on the Great Lakes, Islands therein, their connecting and tributary waters, including the Illinois Waterway to the Lock at Lockport, Illinois, the New York State Barge Canal System between Tonawanda, New York and Waterford, New York and Oswego, New York, the Duluth-Superior area to the Fond du Lac Bridge Crossing (Minnesota State Highway 23) on the St. Louis River and on the St. Lawrence River eastward to the International Boundary near St. Regis, New York.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all

hours spent performing on that contract in 2022.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

* SUIL2003-001 01/01/2021

MECHANICAL DREDGING (CLAMSHELL, DRAGLINE, AND BACKHOE) AND MARINE CONSTRUCTION):

Rates Fringes

Dredging:

Fireman, Oiler, Deckhand, & Scowman (with dipper, hydraulic or other floating equipment engaged in hydraulic and dipper dredging operations)		
Pipeline men (both afloat & ashore including loading, unloading, maintaining, and handling pipelines for hydraulic dredges and sandboats)		
Rangeman, Tankerman, Sweepman and service Truck		
Driver.....	\$ 22.51	7.61+a+b
Lead Deckhand.....	\$ 29.68	7.61+a+b

Hydraulic Dredging

LAUNCH OPERATOR - Vessel		
800 Horse- Power Or Less....	\$ 25.15	7.61+a+b
TUG ENGINEER.....	\$ 26.49	7.61+a+b
TUG OPERATOR - Vessel Over		
800 Horse-Power.....	\$ 26.49	7.61+a+b
TUG WORKERS: Fireman, Lineman, Oiler, Deckhand, Tankerman, Scowman, (on/or with tugboats, launches, or other self-propelled boats).....	\$ 22.51	7.61+a+b

MECHANIC (Undefined)

FLOATING EQUIPMENT:		
Illinois		
Class I.....	\$ 59.35	43.00+b&c
Class II-A.....	\$ 57.85	43.00+b&c
Class II-B.....	\$ 60.85	43.00+b&c

Class III.....	\$ 51.50	43.00+b&c
Class IV.....	\$ 42.80	43.00+b&c
FLOATING EQUIPMENT: Indiana		
Class I.....	\$ 49.30	36.50+b&c
Class II-A.....	\$ 47.80	36.50+b&c
Class II-B.....	\$ 49.80	36.50+b&c
Class III.....	\$ 42.55	36.50+b&c
Class IV.....	\$ 35.40	36.50+b&c
FLOATING EQUIPMENT: Michigan		
Class I.....	\$ 47.00	31.72+b&c
Class II-A.....	\$ 45.50	31.72+b&c
Class II-B.....	\$ 47.00	31.72+b&c
Class III.....	\$ 40.95	31.72+b&c
Class IV.....	\$ 34.75	31.72+b&c
FLOATING EQUIPMENT: Minnesota		
Class I.....	\$ 48.95	21.55+b&c
Class II-A.....	\$ 47.45	21.55+b&c
Class II-B.....	\$ 47.95	21.55+b&c
Class III.....	\$ 42.23	21.55+b&c
Class IV.....	\$ 35.11	21.55+b&c
FLOATING EQUIPMENT: New York:(Albany, Herkimer, Montgomery, Saratoga and Schenectady Counties)		
Class I.....	\$ 54.75	28.40+b&c
Class II-A.....	\$ 53.25	28.40+b&c
Class II-B.....	\$ 56.25	28.40+b&c
Class III.....	\$ 47.40	28.40+b&c
Class IV.....	\$ 39.40	28.40+b&c
FLOATING EQUIPMENT: New York:(Cattaraugus, Chautauga, Erie, Niagara and Orleans Counties)		
Class I.....	\$ 48.80	32.14+b&c
Class II-A.....	\$ 47.30	32.14+b&c
Class II-B.....	\$ 50.30	32.14+b&c
Class III.....	\$ 42.10	32.14+b&c
Class IV.....	\$ 35.00	32.14+b&c
FLOATING EQUIPMENT: New York:(Cayuga, Jefferson, Madison, Oneida, Oswego and St. Lawrence Counties)		
Class I.....	\$ 51.60	27.15+b&c
Class II-A.....	\$ 50.10	27.15+b&c
Class II-B.....	\$ 53.10	27.15+b&c
Class III.....	\$ 44.60	27.15+b+c
Class IV.....	\$ 37.10	27.15+b&c
FLOATING EQUIPMENT: New York:(Monroe, Ontario and Wayne Counties and the City of Rochester)		
Class I.....	\$ 52.45	30.73+b&c
Class II-A.....	\$ 50.95	30.73+b&c
Class II-B.....	\$ 53.95	30.73+b&c
Class III.....	\$ 45.35	30.73+b&c
Class IV.....	\$ 37.70	30.73+b&c
FLOATING EQUIPMENT: Ohio:(Ashtabula, Cuyahoga, Erie,Lake, and Lorain Counties)		
Class I.....	\$ 48.39	15.55+b&c

Class II-A.....	\$ 46.89	15.55+b&c
Class II-B.....	\$ 46.89	15.55+b&c
Class III.....	\$ 41.97	15.55+b&c
Class IV.....	\$ 34.74	15.55+b&c

FLOATING EQUIPMENT:

Ohio:(Lucas, Henry,
Ottawa, Wood and Sandusky
Counties)

Class I.....	\$ 47.00	15.55+b&c
Class II-A.....	\$ 45.50	15.55+b&c
Class II-B.....	\$ 45.50	15.55+b&c
Class III.....	\$ 40.95	15.55+b&c
Class IV.....	\$ 34.75	15.55+b&c

FLOATING EQUIPMENT:

Pennsylvania:(Erie County):

Class I.....	\$ 47.00	22.73+b&c
Class II-A.....	\$ 45.50	22.73+b&c
Class II-B.....	\$ 48.50	22.73+a&b
Class III.....	\$ 40.95	22.73+b&c
Class IV.....	\$ 34.75	22.73+b&c

FLOATING EQUIPMENT:

Wisconsin:Includes all
marine/floating type work
on projects in the
Superior/Duluth Harbor,
Lake Superior.

Class I.....	\$ 49.40	23.88+b&c
Class II-A.....	\$ 47.90	23.88+b&c
Class II-B.....	\$ 48.40	23.88+b&c
Class III.....	\$ 42.65	23.88+b&c
Class IV.....	\$ 35.45	23.88+b&c

PAID HOLIDAYS (WHERE APPLICABLE):

- A- NEW YEAR'S DAY
- B- MEMORIAL DAY
- C- INDEPENDENCE DAY
- D- LABOR DAY
- E- THANKSGIVING DAY
- F- CHRISTMAS DAY
- G- PRESIDENT'S DAY
- H- VETERANS DAY.

FOOTNOTES:

- a. \$30.10 per day per employee for medical
- b. Eight paid holidays: A thru H
- c. Hazardous/Toxic Waste Material:
 - *Level A \$2.50 per hour
 - *Level B 2.00 per hour
 - *Level C 1.00 per hour
 - *Level D 0.50 per hour

Such wages shall be above the classifications of work listed under mechanical dredging and Marine construction of this general wage decision. *Working with Hazardous Waste at this level as defined by the U. S. Environmental Protection Agency.

CLASSIFICATION DESCRIPTIONS

- Class I - Master Mechanic - assist and direct
- Class II, Class III, and Class IV, diver/wet tender, engineer (hydraulic dredge)
- Class II-A Crane/Backhoe Operator, 70 Ton or over Tug Operator, Mechanic/Welder, assistant engineer(hydraulic dredge), leverman (hydraulic dredge), diver tender
- Class II-B Friction, Lattice Boom, or any Crane

Certifications

Class III - Deck Equipment Operator (Machineryman) Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 pounds or more), Tug/launch operator, Loader/dozer and like equipment on Barge, breakwater wall, slip/dock, Scow, Deck Machinery, etc.

Class IV - Deck Equipment Operator(Machineryman/Fireman) (Four equipment units or more) Off Road Trucks, Deck Hand, Tug Engineer and Crane Maintenance 50 ton capacity and under or Backhoe weighing 115,000 pounds or less, assistant tug operator.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

"General Decision Number: IL20220020 02/25/2022

Superseded General Decision Number: IL20210020

State: Illinois

Construction Types: Building Landscape, Heavy Landscape, Highway Landscape and Residential Landscape

Counties: Boone, Cook, De Kalb, Du Page, Grundy, Henry, Kane, Kankakee, Kendall, Lake, McHenry, McLean, Ogle, Peoria, Rock Island, Tazewell, Will, Winnebago and Woodford Counties in Illinois.

LANDSCAPING WORK ON BUILDING, RESIDENTIAL, HEAVY AND HIGHWAY CONSTRUCTION PROJECTS.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

ENGI0150-013 06/01/2021

BUILDING AND HIGHWAY CONSTRUCTION (LANDSCAPE WORK): The landscape work for the Landscape Equipment Operator excludes the preparation of sub-grade prior to application of finish landscape materials and the utilization of any equipment over one cubic yard.

BOONE, COOK, DUPAGE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, AND WILL COUNTIES

	Rates	Fringes
Operators:.....	\$ 34.55	8.00+A+B
Includes Angle Dozer, Small; Bobcat and other similar type machines, 1 cu yd or less; Chipping Machine; Combination Backhoe and Front End Loader 1 cu yd or less; Fork Lift Truck; Hi-Reach and High-Ranger;Hydraulic Boom with Clam;Log Skidder; Sttraw Blower and Seeder; Stump Machine;Tractors, Crawlers, Rubber Tire Tractors, Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and attachments, and Rubber Tire Front End loader or similar machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized for performing landscape work, tree trimming or removal of stees, and to install plants; transport trees; excavate plant pits; place soil and other landscape materials; and apply finish landscape material on subgrade prepared by others		

FOOTNOTE:

A. Health and Welfare contribution is \$1,496.00 per month.

B. Paid Holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day provided that all such employees shall have in fact worked their regularly scheduled work day immediately preceding and the regularly scheduled work day immediately succeeding the occurrence of such holiday.

ENGI0150-023 06/01/2021

HIGHWAY CONSTRUCTION (LANDSCAPE WORK): The landscape work for the Landscape Equipment Operator excludes the preparation of sub-grade prior to application of finish landscape materials and the utilization of any equipment over one cubic yard.

HENRY, MCLEAN, OGLE, PEORIA, ROCK ISLAND, TAZEWELL, WINNEBAGO, and WOODFORD COUNTIES

Rates Fringes

Operators:.....\$ 34.55 8.00+A+B
 Includes the following: Angle Dozer, Small; Bobcat and other similar type machines, 1 cu yd or less; Chipping Machine; Combination Backhoe and Front End Loader 1 cu yd or less; Fork Lift Truck; Hi-Reach and High-Ranger;Hydraulic Boom with Clam;Log Skidder; Sttraw Blower and Seeder; Stump Machine;Tractors, Crawlers, Rubber Tire Tractors, Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and attachments, and Rubber Tire Front End loader or similar machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized for performing landscape work, tree trimming or removal of stees, and to install plants; transport trees; excavate plant pits; place soil and other landscape materials; and apply finish landscape material on subgrade prepared by others

FOOTNOTE:

- A. Health and Welfare contribution is \$1,496.00 per month.

- B. Paid Holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day provided that all such employees shall have in fact worked their regularly scheduled work day immediately preceding and the regularly scheduled work day immediately succeeding the occurrence of such holiday.

 LAB0032-004 05/01/2021

HIGHWAY CONSTRUCTION

WINNEBAGO COUNTY

Rates Fringes

Landscape Laborer.....\$ 38.75 34.91

 LAB00362-003 05/01/2018

HIGHWAY CONSTRUCTION

MCLEAN COUNTY

Rates Fringes

Landscape Laborer.....\$ 31.08 24.43

 LAB00751-004 05/01/2021

HIGHWAY CONSTRUCTION

KANKAKEE COUNTY

Rates Fringes

Landscape Laborer.....\$ 39.44 32.54

 LAB00852-004 05/01/2006

HIGHWAY CONSTRUCTION

ROCK ISLAND AND HENRY COUNTIES

	Rates	Fringes
Landscape Laborer.....	\$ 21.94	12.79

LAB00996-004 05/01/2018		

HIGHWAY CONSTRUCTION

PEORIA, TAZEWELL, AND WOODFORD COUNTIES

	Rates	Fringes
Landscape Laborer.....	\$ 32.73	23.74

TEAM0026-005 05/01/2020		

MCLEAN (South of a straight line from where Route 24 intersects the Woodford County line in a Southeast direction to the South Southwest corner of Livingston County) COUNTY

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 38.93	20.39
Group 2.....	\$ 39.50	20.39
Group 3.....	\$ 39.77	20.39
Group 4.....	\$ 40.14	20.39
Group 5.....	\$ 41.21	20.39

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

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

* TEAM0179-004 06/01/2017

GRUNDY, KENDALL, MCLEAN (North of a straight line starting at the intersection of McLean-Woodford Counties line & Route 24 in a Southeastern direction to the South Southwest corner of Livingston County), WILL, and WOODFORD (Northeast corner east

of Route 51/251 & North of Route 24) COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 37.68	0.15+a
4 AXLES.....	\$ 37.83	0.15+a
5 AXLES.....	\$ 38.03	0.15+a
6 AXLES.....	\$ 38.23	0.15+a

FOOTNOTES:

- a. \$733.20 per week.
- b. Lowboy rate based on number of axles

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

KANKAKEE COUNTY

	Rates	Fringes
TRUCK DRIVER		
2 or 3 axles.....	\$ 39.20	0.25+a
4 axles.....	\$ 39.35	0.25+a
5 axles.....	\$ 39.55	0.25+a
6 axles.....	\$ 39.75	0.25+a
All Lowboy Trucks.....	\$ 39.75	0.25+a

FOOTNOTES:

a. \$829.20 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

LAKE AND MCHENRY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 39.34	10.75+a
4 AXLES.....	\$ 39.49	10.75+a
5 AXLES.....	\$ 39.69	10.75+a
6 AXLES.....	\$ 39.89	10.75+a

FOOTNOTES:

- a. 380.00 per week pension.
- b. Lowboy rate based on number of axles

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks

with hoist and accessories; Foreman; Master Mechanic;
Self-loading equipment like P.B. and trucks with scoops on
the front

* TEAM0325-004 06/01/2020

BOONE and WINNEBAGO COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 - 3 Axles.....	\$ 39.87	22.60
4 Axles.....	\$ 40.02	22.60
5 Axles.....	\$ 40.22	22.60
6 Axles.....	\$ 40.33	22.60

FOOTNOTE: An additional \$.20 per axle shall be paid for all
vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes;
Air Compressor and Welding Machines, including those pulled
by cars, pick-up trucks and tractors; Ambulances; Batch
Gate Lockers; Batch Hopperman; Car and Truck Washers; Forl
Lifts and Hoisters; Helpers;
Mechanics Helpers and Greasers; Oil Distributors, two-man
operation; Pavement Breakers
Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman;
Slurry Trucks, two-man operation; Teamsters; Truck Drivers
hauling warning lights, barricades, and portable toilets on
the job site

Group 2 - Dump Crets and Adgetators under 7 yards; Dumpsters,
Track Trucks, Euclids, Hug Bottom Dump Turnapulls or
Turnatrailers when pulling other than self-loading
equipment or similar equipment under 16 cubic yards; Mixer
Trucks under 7 yards; Ready-Mix Plant Hopper Operator;
Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over;
Dumpsters, Track Trucks, Euclids, Hug Bottom Dump
Turnapulls or Turnatrailers when pulling other than
self-loading equipment or similar equipment over 16 cubic
yards; Explosives and/or Fission Material Trucks; Mixer
Trucks 7 yards or over; Mobile Cranes while in transit; Oil
Distributors, one-man operation
Pole Trailer, over 40 feet; Pole and Expandable Trailers
hauling material over 50 feet long, additional \$0.50 per
hour; Slurry Trucks, one-man operation; Winch Trucks, 3
axles or more

*Mechanic*Truck Welder and Truck Painter; *Winter Rate:
Between Dec. 15 and Feb. 28 the mechanic and welder rate
shall be \$2.00 less than the scheduled scale. Truck Painter
and Truck Welder classifications shall only apply in areas
where and when it has been a past area practice;
Dual-purpose vehicels, such as mounted crane tucks with
hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment
like P.B. and trucks with scoops on the front

* TEAM0330-004 06/01/2017

DEKALB and OGLE (North of Route 72/East of Route 251, Adeline, Byron, Creston, Dement, Forreston North of Route 72, Leaf River North of Route 72, Lynnville, Monroe, Rochelle, & Scott) COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 36.64	0.15+a
4 AXLES.....	\$ 36.79	0.15+a
5 AXLES.....	\$ 36.99	0.15+a
6 AXLES.....	\$ 37.19	0.15+a

FOOTNOTE: a. \$780.90 per week

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in

areas where it has been past practice

Group 4 - Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

TEAM0371-004 05/01/2020

HENRY and ROCK ISLAND COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 39.04	20.63
Group 2.....	\$ 39.60	20.63
Group 3.....	\$ 39.91	20.63
Group 4.....	\$ 40.25	20.63
Group 5.....	\$ 41.33	20.63

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

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

TEAM0627-004 05/01/2019

PEORIA, TAZEWELL, and WOODFORD COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 38.06	19.62
Group 2.....	\$ 38.61	19.62
Group 3.....	\$ 38.87	19.62
Group 4.....	\$ 39.23	19.62
Group 5.....	\$ 40.27	19.62

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up

trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

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

* TEAM0673-003 06/01/2019

DU PAGE and KANE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 38.47	0.25+a
4 AXLES.....	\$ 38.62	0.25+a
5 AXLES.....	\$ 38.82	0.25+a
6 AXLES.....	\$ 39.02	0.25+a

FOOTNOTE: a. \$861.10 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic

yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

TEAM0722-005 05/01/2015

OGLE (North of Route 72/East of Route 251) COUNTY

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 34.10	17.09
Group 2.....	\$ 34.60	17.09
Group 3.....	\$ 34.82	17.09
Group 4.....	\$ 35.14	17.09
Group 5.....	\$ 36.06	17.09

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hualing more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combiation units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

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

TEAM0731-001 06/01/2017

COOK COUNTY - HEAVY AND HIGHWAY

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axles.....	\$ 35.60	22.10
4 Axles.....	\$ 35.85	22.10
5 Axles.....	\$ 36.05	22.10
6 Axles.....	\$ 36.25	22.10

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

C. An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

TEAM0786-001 06/01/2017

COOK COUNTY - BUILDING AND RESIDENTIAL

	Rates	Fringes
TRUCK DRIVER		
2 & 3 Axles.....	\$ 39.942	0.25+a
4 Axles.....	\$ 39.75	0.25+a
5 Axles.....	\$ 39.967	0.25+a
6 Axles.....	\$ 40.184	0.25+a

FOOTNOTES:

a. \$719.00 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

* SUIL1993-001 01/19/1993

BUILDING CONSTRUCTION (LANDSCAPE WORK):

	Rates	Fringes
LABORER		
BOONE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, & WILL COUNTIES		
LANDSCAPE LABORERS.....	\$ 7.25 **	
COOK COUNTY		
LANDSCAPE LABORERS.....	\$ 7.25 **	

LANDSCAPE PLANTSMAN.....	\$ 9.80 **	1.82
DE KALB COUNTY		
LANDSCAPE LABORERS.....	\$ 7.25 **	
LANDSCAPE OPERATORS.....	\$ 7.25 **	
LANDSCAPE PLANTSMAN.....	\$ 9.66 **	.26
DU PAGE COUNTY		
LANDSCAPE LABORERS.....	\$ 7.25 **	
LANDSCAPE PLANTSMAN.....	\$ 9.04 **	1.16
GRUNDY, LAKE & WILL COUNTIES		
LANDSCAPE DRIVER 2 & 3		
Axles.....	\$ 11.86 **	2.81
LANDSCAPE PLANTSMAN.....	\$ 12.00 **	3.32

* SUIL1993-002 01/19/1993

HEAVY CONSTRUCTION (LANDSCAPE WORK)

	Rates	Fringes
LABORER		
BOONE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY & WILL COUNTIES:		
LANDSCAPE DRIVER, 2 & 3		
AXLES.....	\$ 11.94 **	2.42
LANDSCAPE LABORERS.....	\$ 7.25 **	
LANDSCAPE OPERATORS.....	\$ 13.11 **	3.01
LANDSCAPE PLANTSMAN.....	\$ 9.73 **	2.05
COOK COUNTY:		
LANDSCAPE DRIVER, 2 & 3		
AXLES.....	\$ 9.93 **	1.89
LANDSCAPE LABORERS.....	\$ 7.25 **	
LANDSCAPE OPERATORS.....	\$ 10.98 **	2.12
LANDSCAPE PLANTSMAN.....	\$ 10.08 **	2.06
DE KALB COUNTY:		
LANDSCAPE LABORERS.....	\$ 7.25 **	
LANDSCAPE OPERATORS.....	\$ 7.25 **	
LANDSCAPE PLANTSMAN.....	\$ 9.66 **	.26
DU PAGE COUNTY:		
LANDSCAPE DRIVER, 2 & 3		
AXLES.....	\$ 8.32 **	1.02
LANDSCAPE LABORERS.....	\$ 7.25 **	
LANDSCAPE OPERATORS.....	\$ 10.75 **	
LANDSCAPE PLANTSMAN.....	\$ 10.65 **	

* SUIL1993-003 01/19/1993

HIGHWAY CONSTRUCTION (LANDSCAPE WORK):

	Rates	Fringes
LABORER		
DE KALB COUNTY		
LANDSCAPE LABORERS.....	\$ 7.25 **	
LANDSCAPE OPERATORS.....	\$ 7.25 **	
LANDSCAPE PLANTSMAN.....	\$ 9.66 **	.26
KANKAKEE COUNTY:		
LANDSCAPE DRIVER.....	\$ 8.75 **	.17
LANDSCAPE OPERATOR.....	\$ 16.57	3.56
PEORIA, TAZEWELL, & WOODFORD COUNTIES:		
TRUCK DRIVERS 2 & 3 AXLES..	\$ 17.58	5.88

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing

this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

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00 66 60
U.S. ENVIRONMENTAL PROTECTION AGENCY
CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

Signature

Date

Name and Title of Signer (Please type)

Firm Name

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

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00 67 00
NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS
NONDISCRIMINATION IN EMPLOYMENT

To: _____
(Name of union or organization of workers)

The undersigned currently holds contract(s) with _____
(Name of applicant)

involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contracts(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION,
RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT,
TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF
COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP,
LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontracts(s) and Executive Order 11246, as amended.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

(Contractor or Subcontractor)

(Date)

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00 67 50
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS

EPA Project Control #

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding Debarment, Suspension and Other Responsibility Matters

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal be convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to retain, or performing a public (Federal, State or Local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

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

(Typed Name & Title of Authorized Representative)

(Signature of Authorized Representative)

(Date)

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

EPA Form 5700-49 (11-88)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS
00 67 50-1

Instructions

Under executive order 12549, an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program or subprogram hereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub-agreement participant hereunder must complete the attached certification or provide an explanation why they cannot. For further details see 40CRF 32.510. Participants' responsibilities, in the attached regulation.

Where to Submit

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

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

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

How to Obtain Forms:

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

Additional copies/assistance may be requested from:

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

EPA Form 5700-49 (11-88)

CONSTRUCTION CONTRACTS OF LOAN RECIPIENT AND OTHER SECTIONS
FROM: "PROCEDURES FOR ISSUING LOANS FROM THE PUBLIC WATER SUPPLY
LOAN PROGRAM

Section 662.420(b)(2) Change Orders

- A) When the loan recipient authorizes the contractor to add, delete, or revise the work within the general scope of the contract documents, or authorizes an adjustment in the contract price or contract time, the loan recipient shall submit a change order to the Agency.
- B) For each change order, the loan recipient shall submit to the Agency for approval the following documentation:
- i) one copy of the fully executed change order signed by the loan recipient, construction engineer, and the contractor; and
 - ii) a description of any changes, with justification for the changes.
- C) Prior approval by the Agency of a change order is required when a change order results in:
- i) alterations in design scope that require a modification to a construction permit; or
 - ii) an increase in the amount of loan funds needed to complete the project.
- D) Failure to give timely notice of proposed project changes or action by the loan recipient that is not consistent with the Agency's determination on those changes may result in disallowance of loan participation for costs incurred that are attributable to the change.

Section 662.620(d) Required Construction Contract Provisions

Each construction contract shall include the following provisions:

- 1) Audit; access to records:
- A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on loan work in accordance with Generally Accepted Accounting Principles (GAAP). The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under Section 365.420 (b)(2) of the loan rules and a copy of the cost summary submitted to the owner. The Illinois Auditor General, the owner, the Agency, or any of their authorized representatives shall have access to the books, records, papers, documents, and other evidence for purposes of inspection, audit, examination, excerpts, transcriptions, and copying. The contractor shall provide facilities for access and inspection.

- B) For a formally advertised, competitively awarded, fixed price contract, the contractor shall include access to records as required by subsection (a)(1)(A) for all negotiated change orders and contract amendments in excess of \$25,000 that affect the contract price. In the case of all other prime contracts, the contractor shall agree to include access to records required by subsection (a)(1)(A) in all contracts and all tier subcontracts or change orders in excess of \$25,000 that are directly related to project performance.
- C) Audits shall be in accordance with auditing standards generally accepted in the United States.
- D) The contractor shall agree to the disclosure of all information and reports resulting from access to records required by subsection (a)(1)(A). When the audit concerns the contractor, the auditing agency shall afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.
- E) The records required by subsection (a)(1)(A) shall be maintained and made available during performance of the work under the loan agreement and for 3 years after the date of the final loan audit. In addition, records that relate to any dispute or litigation or the settlement of claims arising out of any performance, costs or items to which an audit exception has been taken, shall be maintained and made available for 3 years after resolution of the dispute, appeal, litigation, claim or exception.
- F) The right of access will generally be exercised with respect to financial records under:
 - i) Negotiated prime contractors;
 - ii) Negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii) Subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G) The right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
 - i) With respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and

- ii) If there is any indication that fraud, gross abuse, or corrupt practices may be involved in the award or performance of the contract or subcontract.

2) Covenant against contingent fees

The contractor shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the owner shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3) Wage provisions

The Contractor shall pay prevailing wages in accordance with the Davis-Bacon Act (40 USC 3141 through 3148) as defined by the U.S. Department of Labor.

4) Disadvantaged business enterprise requirements

The contractor shall provide evidence that the contractor has taken affirmative steps in accordance with 40 CFR 33 to assure that disadvantaged business enterprises are used when possible as sources of supplies, equipment, construction, and services, consistent with the provisions of the Agency's Operating Agreement with USEPA.

5) Debarment and suspension provisions.

The contract shall require the successful bidder or bidders to submit a "Certificate Regarding Debarment, Suspension and Other Responsibility Matters" (EPA Form 5700-49) showing compliance with federal Executive Order 12549.

6) Non-segregated facilities provisions

The successful bidder shall be required to submit a certification of non-segregated facilities as prescribed by 18 USC 1001.

7) American Iron and Steel

The contractor shall be required to use American Iron and Steel, if required by USEPA for that fiscal year.

8) A clause that provides:

"No contractor or subcontractor shall discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor or

subcontractor shall carry out applicable requirements of 40 CFR 33 in the award and administration of contracts awarded under the PWSLP. Failure by the contractor or subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."

Section 662.620(g) Subcontracts Under Construction Contracts

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by the prime contractor shall comply with:

- 1) All applicable provisions of federal, State and local law;
- 2) All provisions of this Part 662 with respect to fraud and other unlawful or corrupt practices;
- 3) All provisions of this Part 662 with respect to access to facilities, records and audit of records; and
- 4) All provisions of subsection 662.620(f)(5) that require a "Certification Regarding Debarment, Suspension, and Other Responsibility Matters (EPA Form 5700-49) showing compliance with federal Executive Orders.

Section 662.620(h) Contractor Bankruptcy

In the event of a contractor bankruptcy, the loan recipient shall notify the Agency and shall keep the Agency advised of any negotiations with the bonding company, including any proposed settlement. The Agency may participate in those negotiations and will advise the loan recipient of the impact of any proposed settlement to the loan agreement. The loan recipient shall be responsible for assuring that every appropriate procedure and incidental legal requirement is observed in advertising for bids and re-awarding a construction contract.

Section 662.640(c) Remedies

All claims, counter-claims, disputes and other matters in question between the loan applicant and the contractor arising out of, or relating to a sub-agreement or its breach shall be decided by arbitration if the parties agree, or in a court of competent jurisdiction within the State.

Section 662.620(i) Access

Every contract entered into by the loan recipient for construction work, and every sub-agreement, shall provide the Agency representatives with access to the work. The contractor or subcontractor shall provide facilities for such access and inspection. The contract or sub-agreement shall also provide that the Agency or any authorized

representative shall have access to any books, documents, papers and records that are pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

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00 68 10
WIFIA LOAN REQUIREMENTS

Debarment And Suspension And Prohibitions Relating To Violations Of CWA And CAA With Respect To Federal Contracts, Grants, Or Loans

See Section 00 67 50 Certification Regarding Debarment, Suspension and Other Responsibility Matters.

Restrictions on Lobbying

A) Federal Lobbying Restrictions (31 U.S.C 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

Age Discrimination Act, Section 504 Of The Rehabilitation Act, Title VI Of The Civil Rights Act Of 1964, And Section 13 Of The Clean Water Act

A) CIVIL RIGHTS OBLIGATIONS. Contractor shall comply with the following federal non-discrimination requirements:

- i) Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (42 U.S.C 2000D, et. seq)
- ii) Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (29 U.S.C. 794, supplemented by EO 11914, 41 FR 17871, April 29, 1976 and EO 11250, 30 FR 13003, October 13, 1965)
- iii) The Age Discrimination Act of 1975, which prohibits age discrimination. (42 U.S.C 6101 et. seq)
- iv) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.

- v) 40 CFR Part 7, as it relates to the foregoing.

Equal Employment Opportunity

A) Equal Employment Opportunity (EEO). The Contractor shall comply with Executive Order 11246, entitled 'Equal Employment Opportunity,' as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). (EO 11246, 30 FR 12319, September 28, 1965)

Contractor's compliance with Executive order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted

by the employer, or is consistent with the contractor's legal duty to furnish information.

- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

B) Standard Federal Equal Employment Opportunity Construction Contract Specifications. (41 CFR 60-4.3)

See Section 00 66 40 Affirmative Action for Equal Employment Opportunity.

C) Segregated Facilities. (41 CFR 60-1.8) The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

D) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) located at 41 CFR § 60-4.

See Section 00 66 40 Affirmative Action for Equal Employment Opportunity.

Participation By Disadvantaged Business Enterprises In Procurement Under EPA Financial Assistance

A) Disadvantaged Business Enterprises (DBE). The contractor must ensure that the DBE's six good faith efforts are used during the procurement of subcontractors for the City of Evanston 1909 Raw Water Intake Replacement. The six good faith efforts are found at: <https://www.epa.gov/grants/disadvantaged-business-enterprise-program-requirements#sixgoodfaithefforts> and copied below.

Recipients are required to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement. A Native American recipient or prime contractor must follow the six good faith efforts only if doing so would not conflict with existing Tribal or Federal law, including but not limited to the Indian Self-Determination and Education Assistance Act.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs, arrange time frames for contracts, and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State, and Local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in items 1 through 5.

American Iron and Steel (AIS) Requirement

The Contractor acknowledges to and for the benefit of City of Evanston (“Purchaser”) and the United States Environmental Protection Agency (“EPA”) that it understands the goods and services under this Agreement are being funded with monies made available by the Water Infrastructure Finance and Innovation Act program of the EPA that has statutory requirements commonly known as “American Iron and Steel” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents, warrants and covenants to and for the benefit of the Purchaser and the EPA that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary

to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the EPA. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or the EPA to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or the EPA resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EPA or any damages owed to the EPA by the Purchaser). While the Contractor has no direct contractual privity with the EPA, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the EPA is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the EPA.

Labor Laws and Standards

A) Compliance with Davis-Bacon and Related Acts

(a) In any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 C.F.R. § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, provided that such modifications are first approved by the Department of Labor):

(1) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist

between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

- (A) The WIFIA assistance recipient, City of Evanston, on behalf of the U.S. Environmental Protection Agency (EPA), shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The WIFIA assistance recipient shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the WIFIA assistance recipient agree on the classification and wage rate (including

the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent to the Administrator of the Wage and Hour Division (WHD Administrator), U.S. Department of Labor, Washington, DC 20210. The WHD Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the WIFIA assistance recipient or will notify the WIFIA assistance recipient within the 30-day period that additional time is necessary.

- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the WIFIA assistance recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the WIFIA assistance recipient shall refer the questions, including the views of all interested parties and the recommendation of the WIFIA assistance recipient, to the WHD Administrator for determination. The WHD Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the WIFIA assistance recipient or will notify the WIFIA assistance recipient within the 30-day period that additional time is necessary.
 - (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
 - (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) Withholding. City of Evanston, shall upon written request of the WIFIA Director or an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal

contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the WIFIA Director may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) {no text here}

- (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to [name of WIFIA borrower] . The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms/wh347> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to [name of WIFIA borrower], for transmission to the EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to [name of WIFIA borrower]).
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
 - (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
 - (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of [name of the borrower, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the EPA may, after written notice to the [name of WIFIA borrower], take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) Apprentices and trainees –
- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio

permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the WHD Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the WHD Administrator determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment

and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and [name of WIFIA borrower], EPA, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
 - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is

- a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (b) Contract Work Hours and Safety Standards Act. The following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section shall be inserted in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. The City of Evanston shall upon its own action or upon written request of an authorized representative of the Department of Labor, or the EPA, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted

contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- (c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the EPA shall cause or require the [name of WIFIA borrower] to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the [name of WIFIA borrower], EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

A) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Effective August 13, 2020). The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (P.L. 115- 232), at Section 889, prohibits EPA financial assistance recipients, including WIFIA borrowers, from expending loan funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in the Act, “covered telecommunications equipment or services” means:

- a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c) Telecommunications or video surveillance services provided by such entities or using such equipment.
- d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Act does not prohibit:

- a) Procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements.
- b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

00 68 50
BIDDER CERTIFICATION REGARDING COMPLIANCE WITH ARTICLE 33E-11
"CRIMINAL CODE OF 2012"

I _____, do hereby certify that:
Name

1. I am _____ of the _____
Position Firm
and have authority to execute this certification on behalf of the firm;

2. This firm is not barred from bidding on this contract due to either a Bid-rigging or Bid Rotating violation as set forth in Article 33E-11 to the "Illinois Criminal Code of 2012." [720 ILCS 55/33E-11]

Name of Firm _____

Signature _____

Title _____

Date _____

Corporate Seal (where appropriate)

On this _____ day of _____ 20_____, before me appeared _____ (Name) to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by _____ (Name of Firm) to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission Expires _____

Notary Seal

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SPECIFICATION FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION
CITY OF EVANSTON

I. Disadvantaged Business Enterprise Policy

- A. It is the policy of the State of Illinois to award a fair share of sub-agreements to disadvantaged businesses. In complying with this requirement, contractors are required to take affirmative steps to assure that disadvantaged businesses are used when possible as sources of supplies, equipment, construction, and services as explained herein.
- B. These specifications define the terms, conditions, and requirements of the State Revolving Fund Loan Program, and the City of Evanston's policy and procedures for complying with these requirements.
- C. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the fair share percentages are 5% for MBEs and 12% for WBEs.

II. Pre-Contract Award Obligations

- A. All bidders are required to advertise subcontracting opportunities and to negotiate with disadvantaged businesses prior to bid opening. Failure to document such affirmative efforts shall be deemed, relative to disadvantaged business compliance non-responsive.
- B. To establish a bid as responsible, the Bidder will be required to document the proposed utilization of disadvantaged businesses with letters of intent signed by the bidder and by the disadvantaged business listed in the bid. The documentation requirements are outlined in Section III of this document.
- C. The City of Evanston's disadvantaged business policy clearly intends for Bidders to contact and encourage the participation of disadvantaged businesses prior to bid opening. Affirmative efforts (the written record of conscientious and honest communications between the bidder and disadvantaged business) must be initiated and completed by the bidder prior to bid opening. All bidders must document compliance with the requirements of the disadvantaged business policy.

III. Evaluation of Disadvantaged Business Utilization and Affirmative Efforts

- A. As a prerequisite to demonstrate compliance with the City of Evanston's disadvantaged business policy, ALL bidders shall provide the following with its bid:
 - 1. Completed and signed certification from the bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services, in the performance of this contract.

OR

2. "Certification of publication," or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from a daily newspaper. **The advertisement must run one day at least (30) days prior to bid opening.** An example advertisement follows this section.

Bidders may publish the advertisement in an established, online bidder's clearinghouse such as the "Dodge Report (<http://construction.com/dodge/>)". If an online advertisement is placed with the "Dodge Report" or an equivalent website, a screenshot of the advertisement along with the webpage address, and a payment receipt is required as documentation. **The advertisement must run one day at least (30) days prior to bid opening.**

3. List of all disadvantaged business enterprise (DBE) and non-DBE's that submitted proposals to the bidder along with the date of the proposal. Names, addresses, phone number and/or e-mail are required.
4. List of all disadvantaged businesses not being utilized and justification for non-utilization.
5. If DBE subcontractors will be utilized for the project, a completed and signed copy of IEPA DBE Form No. 3 (DBE Subcontractor Utilization Form) or an equivalent "Notice of Intent" is needed from each subcontractor.
6. If DBE subcontractors will be utilized for the project, a completed and signed certification from the bidder(s), attesting that the bidder has no controlling or dominating interest or conflict of interest with the disadvantaged business that will be utilized.
7. In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received.
8. Failure to submit the documentation pursuant to the requirements of A(1-7) above may cause rejection of the bid as non-responsive.

IV. Sanctions

- A. The City of Evanston has the option to reject one or all bids when the information submitted by the bidder(s) fails to demonstrate compliance with the disadvantaged business requirements (i.e., the bidder fails to place their pre-bid advertisement in a daily newspaper, or approved website, at least thirty (30) days prior to the bid opening).
- B. Upon finding that any Party has not complied with the requirements of these specifications, including misrepresenting a firm as a disadvantaged business, any one or a combination of the following actions may be taken.
 1. Declare the bidder and/or subcontractor non-responsible and therefore ineligible for contract award.
 2. Disallow all contract costs associated with non-compliance.

3. Refer matters which may be fraudulent to the Illinois Attorney General.

V. Post-Contract Award Compliance

- A. As required by the award conditions of USEPA's Assistance Agreement with IEPA, all sub-agreements of the prime contractor must identify that the fair share percentages are 5% for MBEs and 12 % for WBEs.
- B. After award of the prime contract, copies of all disadvantaged business related sub-agreements between the prime contractor and subcontractors shall be submitted to the owner.
- C. Subsequent to bid submission, any changes in previously reported disadvantaged businesses utilization shall be handled in accordance with 40 CFR Part 33.302(b-h). If the contractor fails to initiate such actions, the owner may withhold payments and/or institute other appropriate sanctions.

**Suggested Disadvantaged Business (DBE)
Advertisement for Construction Contractors**

Notice to Disadvantaged Businesses

_____, _____, _____, is
(Name of Company) (Address of Company) (Telephone)

seeking disadvantaged businesses for the _____
(Name of Loan Recipient)

Project for subcontracting opportunities in the following areas:

_____, _____, _____, _____.

All disadvantaged businesses should contact, IN WRITING, (certified letter, return receipt requested), _____, to discuss the subcontracting
(Company Contact Person)

opportunities. All negotiations must be completed prior to the bid opening date

_____.
(Date of Bid Opening)

*The advertisement must clearly state the method of evaluating the proposals or quotations, and the relative importance attached to each criterion. Bidders must uniformly and objectively evaluate the proposals submitted by disadvantaged businesses in response to the advertisement based upon the evaluation criteria stated in the advertisement. The evaluation criteria must not be restrictive or exclusionary.

Summary Report of Disadvantaged Business Enterprise Requirements for Contractors

- 1) Completed and signed certification from bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services in the performance of this contract (may use IEPA DBE Form #1).

OR

"Certificate of publication, or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from a daily publication. For advertisements placed in a construction project clearinghouse such as www.construction.com, a screenshot of the advertisement, link to website, and receipt is required for proof of advertising.

- 2) List of all disadvantaged business enterprises (DBE) and non-DBE's that submitted proposals to the bidder/prime contractor. Specify as DBE or non-DBE, type of DBE and the other information listed below (DBE Form #4 may be used for this purpose).

Name of Company
Name of Owners
Address of Company
E-mail Address of Company
Telephone Number
Date of Proposal
Type of Business
Type of DBE
Description of work to be performed

- 3) List of disadvantaged businesses that submitted proposals to the bidder but will not be utilized. Justification for non-utilization must be provided (may use IEPA DBE Form #1).
- 4) Completed and signed copies IEPA DBE Form #3 (Subcontractor Utilization Form) or equivalent "Notice of Intent". Only applies if using DBE subcontractors.
- 5) Completed and signed certification from bidder(s) attesting that the bidder has no dominating or conflict of interest with the disadvantaged business to be utilized (IEPA DBE Form #1). Only applies if using DBE subcontractors.
- 6) In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received (IEPA DBE Form #1).
- 7) DBE Form #2 is **not** included in this packet. It is for consultants/engineers to report DBE activity. This form may be found in IEPA's DBE Guidance Manual which is available on the Agency's website or mailed upon request by calling 217-782-2027.

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IEPA Disadvantaged Business Enterprise (DBE) Program Form #1
Contractor Certification Form

(To be completed by all Prime Contractors)

Please check the appropriate boxes that apply and complete the information on the bottom of the form.

This firm will award no subcontracts (including in the procurement of equipment, supplies, or services), in the performance of this contract.

This firm advertised for DBE subcontractors according to the good faith efforts outlined in the IEPA DBE Guidance Document.

This firm received proposals from DBE(s) that will not be utilized. A list of the DBEs not hired, along with their address, phone number, and reason(s) for non-utilization, is below.

This firm did not receive any inquiries from DBEs.

I certify that the above is true. I further certify that this firm and its partners, directors, and officers do not possess a controlling interest in ownership or conflict of interest or any other authority to control the DBE to be used during the performance of the contracts.

By: _____
NAME: _____
TITLE: _____
Company: _____

Date: ___/___/_____

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EPA Disadvantaged Business Enterprise (DBE) Program Form #3 Subcontractor Utilization Form

(Only complete this form if DBE subcontractors or sub-consultants will be working on a project)

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. All subcontractors must complete this form, and it must be included in the prime contractor's bid package.

Subcontractor Name	Project Name
Contact Person's Name & Title	
Address	
Telephone	Email
DBE Certified By:	Select One: MBE WBE SBE DBE
Prime Contractor Name	
Type of Work to be Performed	Cost Estimate of Work

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to using the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 C.F.R. Part 33 Section 33.302(c).

Prime Contractor Signature:	Print Name:
Date:	Title:
Subcontractor Signature:	Print Name:
Date:	Title:

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IEPA Disadvantaged Business Enterprise (DBE) Program Form #4, Bidders List
(Only complete this form if subcontractors or sub-consultants will be working on a project)

Using this form/format is optional. Other formats are acceptable.

Company Name & Contact Person	Address	Phone No. w/ area code	Email	Proposed Work (supplies, paint, paint etc.)	DBE Status (MBE, WBE, DBE, SBE)
					Check if Hired <input type="checkbox"/>
					Check if Hired <input type="checkbox"/>
					Check if Hired <input type="checkbox"/>
					Check if Hired <input type="checkbox"/>

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00 69 50
BIDDER CERTIFICATION REGARDING USE OF
AMERICAN IRON AND STEEL PRODUCTS

I, _____, do hereby certify that:
Name

1. I am _____ of _____ and have authority to
Title Name of Firm
execute this certification on behalf of the firm.

2. This firm is aware that all iron and steel products used for this project must be produced in the United States per Section 436 (a) – (f) of the Consolidated Appropriations Act, 2014.

3. This firm is aware that the use of American iron and steel products applies to all projects for the construction, alteration, maintenance, or repair of publicly owned treatment works (POTW) and public water systems.

4. This firm understands the term “iron and steel products” refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

5. I am aware that this requirement applies to all portions of the project that are subcontracted.

Name of Company _____

Signature _____

Title _____

Date _____

Corporate Seal (where appropriate)

Requirements Specific to American Iron and Steel

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

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

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

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

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

For the purposes of AIS, production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, except for metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such

as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

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

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

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

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

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

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

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

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

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

Regardless of the method, documents regarding the country of origin for iron and steel products should be collected and maintained by all loan recipients. Having a good paper trail is invaluable during an inspection or audit. Information is available at <http://www.epa.illinois.gov/topics/grants-loans/water-financial-assistance/state-revolving-fund/guidance/index>.

Sample Certification Letter

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

Company Letterhead

Date

Company Name
Company
AddressCity,
State, Zip

Subject: American Iron and Steel Step Certification for Project (xxx ***Identify Project Here*** xxx)

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

Item, Products, and/or Materials:

1. XXX
2. XXX
3. XXX

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

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

Signed by Company Representative

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EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

This law comes into effect following two consecutive months of a state unemployment rate above 5 percent. More information about the Employment of Illinois Workers on Public Works Act can be found here:

<http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=549&ChapterID=7>.

The Employment of IL Workers on Public Works Act requires the workforce on all public works projects to be comprised of a minimum of 90% Illinois residents.

The Illinois Department of Labor (IDOL) administers the Employment of Illinois Workers on Public Works Act, which was enacted to alleviate unemployment in Illinois by ensuring that most workers on public works projects live in the state. The requirement applies to all labor on public works projects or improvements. That includes public works projects that are funded in whole or in part with state funds or funds administered by the state of Illinois. Any public works project financed in whole or in part by federal funds administered by the state of Illinois is covered under the provisions of this act.

By signing below, the Contractor confirms awareness of this requirement.

(Typed Name & Title of Authorized Representative)

(Signature of Authorized Representative)

(Date)

(Company/Organization)

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ILLINOIS WORKS JOBS PROGRAM ACT – APPRENTICESHIP INITIATIVE

Summary: The Illinois Works Jobs Program Act, 30 ILCS 559/Art. 20, is a statewide initiative to ensure that all Illinois residents have access to State capital projects and careers in the construction industry and building trades and to provide contracting and employment opportunities to historically underrepresented populations in the construction industry. This will be accomplished through three programs created by the Illinois Works Jobs Program Act: the Illinois Works Apprenticeship Initiative, the Illinois Works Pre-Apprenticeship Program, and the Illinois Works Bid Credit Program. Additional information is available at the following website:

<https://www2.illinois.gov/dceo/WorkforceDevelopment/Pages/IllinoisWorksJobsProgramAct.aspx>.

The goal of the Illinois Works Apprenticeship Initiative (“10% apprenticeship goal”) is that for projects estimated to cost \$500,000 or more, apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. The 10% apprenticeship goal applies to projects being paid for in whole or in part by appropriated capital funds to construct a public work either through a contract or grant issued by a State agency. A determination was made that this requirement also applies to IEPA loans. The \$500,000 threshold applies to the total project cost and NOT the total cost or value of an individual construction contract.

Certification: Apprentices are required to be U.S. Dept. of Labor certified (not limited to pre-apprentice program graduates).

Applicability

If a project is estimated to received \$500,000 or more of State Capital Funding for the Project:

If the state’s contribution to the project amount equals 50% or more of the cost for the project, the 10% apprenticeship requirement applies to all prevailing wage eligible work performed by contractors on the public works project.

If the state’s contribution to the project is less than 50% of the cost for the project, the 10% apprenticeship requirement applies only to prevailing wage eligible work being funded from state funds.

The Project has less than \$500,000 of State Capital Funding, but the Total Estimated Project Cost is \$500,000 or more:

If the state’s contribution to the project amount equals 50% or more of the estimated cost for the project, the 10% apprenticeship requirement applies to all prevailing wage eligible work performed by contractors on the public works project.

If the state’s contribution to the project is less than 50% of the estimated cost for the project, the 10% apprenticeship requirement does not apply.

Total Estimated Project Cost is less than \$500,000: The 10% apprenticeship requirement does not apply. The \$500,000 threshold applies to the total project cost and NOT the total cost or value of an individual construction contract.

Waivers from the Requirements: If goals cannot be met, the state has discretion to grant waivers, reductions or to hold public hearings on the issue. Factors to be considered include the scale of the project and whether the contractor or subcontractor seeking the action has previously requested reductions or waivers. A waiver form is available on the IEPA website at:

<https://www2.illinois.gov/epa/Documents/epa-forms/water/financial-assistance/apprenticeship/Waiver-Request.pdf>. The form can also be obtained from DCEO.

Reporting: An example quarterly reporting form is attached. A fillable version is available on the IEPA website. Contractors should coordinate with the loan applicant and their consultant for further instructions regarding these forms. Loan applicants are ultimately responsible for reporting quarterly labor hours to the state, but coordination with their contractor is essential. All loan funded projects are subject to payment of Davis Bacon wages.

For general apprenticeship questions, please contact the Illinois Works Office at:
CEO.ILWorks@Illinois.gov.

Illinois Works Apprenticeship Initiative Periodic Grantee Report

Organization Name		FEIN Number		DUNS Number	
Grant Awarding Agency	IEPA - Loan Department	Project Start Date		Project End Date	
Grant Number	Loan No.	Estimated Total Project Costs		Estimated Total State Contribution	

Applicable Apprenticeship Goal (Select all that apply):

10% total project cost 10% total state contribution only

Waiver Approved by IL DCEO IL DCEO Waiver Approval Date

(If a waiver was granted for any prevailing wage classification, the Grantee does not need to report on those classifications on this form.)

Reduction Approved by IL DCEO IL DCEO Reduction Approval Date

(If selected, enter the applicable prevailing wage classification(s) and approved reduced percentage(s).)

Prevailing Wage Classification	Reduced Percentage

Reporting Period:

Period Start Date Period End Date

Illinois Works Apprenticeship Initiative Periodic Grantee Report

Please provide information in this chart for the entire project if the apprenticeship goal applies to the entire project. Provide information for only the state contribution if the apprenticeship goal applies only to state appropriated capital funds.

Prevailing Wage Classification	Total Hours for Classification in Reporting Period	Total Apprenticeship Hours for Classification in Reporting Period	% of Apprenticeship Hours	Total Hours for Classification YTD	Total Apprenticeship Hours YTD	% of Apprenticeship Hours YTD

SECTION 00 70 00
STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT (EJCDC- C-700)

SEE NEXT PAGE

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

**STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



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AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
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www.agc.org

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STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
 12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
 13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
 14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
 15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
 16. *Cost of the Work*—See Paragraph 11.01 for definition.
 17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be

- performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
 19. *Engineer*—The individual or entity named as such in the Agreement.
 20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
 21. *General Requirements*—Sections of Division 1 of the Specifications.
 22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
 23. *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.
 24. *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.
 25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
 26. *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.
 27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
 28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
 29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
 30. *PCBs*—Polychlorinated biphenyls.
 31. *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 Waste and crude oils.
 32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
 33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
 34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
 35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
 36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
 37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work

- and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
 39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
 40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
 41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
 42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
 43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
 44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
 45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
 46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
 47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
 48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
 49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
 50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
 51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its

effect, if any, on the Contract Price or Contract Times.

test, or approval referred to in the Contract Documents; or

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

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

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard,

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional

insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient

detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a

workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or

employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to

use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of

the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

- A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:
1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
 2. is of such a nature as to require a change in the Contract Documents; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the

extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action,

if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by

Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, 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.
- B. 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 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 the Treasury. All bonds signed by

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

- C. 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 or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by 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.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a

certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property

(including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible

amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's

exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

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

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and “Or-Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be

submitted to Engineer for review under the circumstances described below.

1. *“Or-Equal” Items:* If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

- 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
- 3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

- a) perform adequately the functions and achieve the results called for by the general design,
- b) be similar in substance to that specified, and
- c) be suited to the same use as that specified;

2) will state:

- a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor’s achievement of Substantial Completion on time,
- b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

6.06

- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

Concerning Subcontractors, Suppliers, and Others

B. *Substitute Construction Methods or Procedures:*

If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement,

shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and

all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

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

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

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses,

and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the

Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

- 1. all persons on the Site or who may be affected by the Work;
- 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
- 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or

entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

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

C. *Submittal Procedures:*

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

indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for 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.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

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

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other

individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 6. any inspection, test, or approval by others; or
 7. any correction of defective Work by Owner.

6.20 *Indemnification*

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

Work or anyone for whose acts any of them may be liable .

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or

certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.09 *Limitations on Owner's Responsibilities*

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

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

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

8.12 *Compliance with Safety Program*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

9.01 *Owner’s Representative*

- A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of

any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer’s consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer’s authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer’s authority, and limitations thereof, as to design calculations and design drawings submitted in response to a

delegation of professional design services, if any, see Paragraph 6.21.

- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional

or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and

paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from

subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
 5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.
- B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for

general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by

such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
 - D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.
- 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

**ARTICLE 12 – CHANGE OF CONTRACT PRICE;
CHANGE OF CONTRACT TIMES**

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the

control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

**ARTICLE 13 – TESTS AND INSPECTIONS;
CORRECTION, REMOVAL OR ACCEPTANCE OF
DEFECTIVE WORK**

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and

Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop

the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to

Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work;

and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to

protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the

representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

- A. 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.

14.04 *Substantial Completion*

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events

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

make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and

substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and

accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established

under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 4. reasonable expenses directly attributable to termination.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies

SECTION 00 73 00
SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

PART I - AMENDMENTS TO GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC Document No. C-700, 2007 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

SC-1.01A.8

Delete "The advertisement or invitation to bid" and replace with "Notice to Bidders".

SC-1.01A.42

Delete paragraph 1.01A.42 of the General Conditions in its entirety and replace with the following:

42. Specifications – Sections included under Divisions 01 through 46 of the Project Manual.

SC-1.01A

Add the following paragraphs immediately after paragraph 1.01A.51 of the General Conditions which are to read as follows:

52. Conditions of the Contract – General Conditions and Supplementary Conditions.

53. General Conditions – The Standard General Conditions of the Construction Contract; EJCDC Document No. C-700; 2007 edition.

54. Loan Recipient – The Owner.

ARTICLE 2 - PRELIMINARY MATTERS

SC-2.01B

Delete paragraph 2.01B of the General Conditions in its entirety and replace with the following:

B. Before any Work at the Site is started, Contractor shall deliver to Owner, with copies to Engineer and each additional insured identified in Article 5 of the Supplementary Conditions, certificates of insurance (and other evidence of insurance which Owner or any additional insured may reasonably request) which Contractor is required to purchase and maintain in accordance with the requirements of Article 5.

SC-2.02A

Delete "ten" in the first line and replace with "three."

SC-2.03A

Delete paragraph 2.03A of the General Conditions in its entirety and replace with the following:

A. The Contract Time will commence to run on the day indicated in the Notice to Proceed from the City.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01C

Add a new paragraph immediately after paragraph 3.01C of the General Conditions which is to read as follows:

D. Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion.

SC-3.03B.1

Add the following new paragraph immediately after paragraph 3.03B.1 of the General Conditions which is to read as follows:

2. In resolving inconsistencies within the Contract Documents, precedence shall be given in the following descending order:

- a. Agreement
- b. Change Orders
- c. Addenda
- d. Supplementary Conditions
- e. Instructions to Bidders
- f. General Conditions
- g. Specifications
- h. Drawings (Figure dimensions on Drawings shall take precedence over scaled dimensions, and detailed drawings shall take precedence over general drawings.)
- i. Notice to Bidders

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS;
HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

SC-4.02A.1

Delete paragraph 4.02A of the General Conditions in its entirety.

SC-4.05A

Add the following new paragraph immediately after paragraph 4.05A of the General Conditions which is to read as follows:

B. Engineer may check the lines, elevations, reference marks, batter boards, etc., set by Contractor, and Contractor shall correct any errors disclosed by such check. Such a check shall not be considered as approval of Contractor's work and shall not relieve Contractor of the responsibility for accurate construction of the entire Work. Contractor shall furnish personnel to assist Engineer in checking lines and grades.

ARTICLE 5 - BONDS AND INSURANCE

SC-5.03B

Add the following new paragraph immediately after paragraph 5.03E of the General Conditions which is to read as follows:

F. Contractor shall provide evidence of its insurance coverage on the ACORD certificate of insurance form and shall include the following statement in its entirety in the section of the form entitled "Description of Operations/Locations/Vehicles/Special Items".

The City of Evanston and Stantec, and their officers, directors, partners, employees and other consultants and subcontractors are named as additional insureds with respect to the insured's Commercial General Liability and Automobile Liability Insurance Policies. All insurers waive all rights of subrogation against the City of Evanston and Stantec, their officers, directors, partners, employees and other consultants and subcontractors. All insurance is primary for all claims covered thereby. Commercial General Liability Insurance includes contractual liability coverage.

SC-5.04A

The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

5.04A.1 and 5.04A.2 Workers' Compensation

- | | |
|---------------------------|----------------------------|
| (1) Worker's Compensation | Statutory |
| (2) Employer's Liability | \$500,000 Annual Aggregate |

5.04A.3, 5.04A.4, and 5.04A.5 Commercial General Liability including Premise/Operations; Explosion and Collapse Hazard, Underground Hazard; Products/Completed Operations Hazard, Contractual Insurance (With an endorsement on the face of the certificate that it includes the "Indemnity" paragraph of the specifications), Independent Contractors; Broad Form Property Damage; and Personal Injury liabilities:

- | | | |
|----------------------|-------------|------------------|
| (1) Bodily Injury: | \$3,000,000 | Each Occurrence |
| | \$3,000,000 | Annual Aggregate |
| (2) Property Damage: | \$3,000,000 | Each Occurrence |
| | \$3,000,000 | Annual Aggregate |
| (3) Personal Injury: | \$3,000,000 | Each Occurrence |
| | \$3,000,000 | Annual Aggregate |

5.04A.6 Comprehensive Automobile Liability including all owned (private and others), hired and non-owned vehicles:

(1) Bodily Injury	\$1,000,000	Each Occurrence
	\$1,000,000	Annual Aggregate
(2) Property Damage	\$1,000,000	Each Occurrence
	\$1,000,000	Annual Aggregate

SC-5.06A

Delete the first sentence of paragraph 5.06A of the General Conditions and replace with the following:

Contractor shall purchase and maintain property insurance upon the Work at the site, written on the completed value form, in an amount equal to the total bid price for the completed construction.

SC-5.06B

Delete paragraph 5.06B of the General Conditions in its entirety.

SC-5.06C

Delete paragraph 5.06C of the General Conditions in its entirety and replace with the following:

C. All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by the Contractor in accordance with paragraph 5.06A. (1) shall contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty days' prior written notice has been given to Owner, Engineer and each other loss payee by certified mail and (2) shall contain provisions to the effect that the insurer(s) waive all rights of subrogation against the Owner, Engineer and their officers, directors, partners, employees and other consultants and subcontractors of each and any of them.

SC-5.06E

Delete paragraph 5.06E of the General Conditions in its entirety.

SC-5.07A

Delete paragraph 5.07A of the General Conditions in its entirety and replace with the following:

A. All insurance policies provided by the Contractor shall contain provisions to the effect that the insurer waives all rights of subrogation against any of the insured, loss payee, (and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them) Owner and the Engineer.

SC-5.08A

Delete paragraph 5.08A of the General Conditions in its entirety.

SC-5.08B

Delete paragraph 5.08B of the General Conditions in its entirety.

SC-5.09A

Delete paragraph 5.09A of the General Conditions in its entirety and replace with the following:

A. If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with this Article 5 on the basis of its not complying with the Contract Documents, Owner will notify Contractor in writing thereof within ten days of the date of delivery of such certificates to Owner in accordance with paragraph 2.01. Contractor shall provide such additional information in respect of insurance provided by Contractor as Owner may reasonably request.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

SC-6.02B

Add the following new paragraphs immediately after paragraph 6.02B of the General Conditions which are to read as follows:

C. Regular working hours are defined as 8 hours per day, Monday through Friday, excluding holidays, between the hours of 8:00 AM and 4:00 PM. Requests to work other than regular working hours shall be submitted to Engineer not less than 5 days prior to any proposed weekend work or scheduled extended work weeks. Occasional unscheduled overtime on weekdays may be permitted provided two hours' notice is given to Engineer.

D. Contractor shall reimburse the Owner for additional engineering and/or inspection costs incurred as a result of overtime work in excess of the regular working hours stipulated in Article SC-6.02C. At Owner's option, overtime costs may either be deducted from the Contractor's monthly payment request or deducted from the Contractor's retention prior to release of final payment. Overtime costs for the Owner's personnel shall be based on the individual's current overtime wage rate. Overtime costs for personnel employed by the Engineer or Owner's independent testing laboratory shall be calculated in accordance with the terms of their respective contracts with the Owner.

E. This Agreement is subject to the applicable provisions of the Contract Work Hours and Safety Standards Act, Public Law 87-581, 87th Congress. No Contractor or Subcontractor contracting for any part of the Work shall require or permit any laborer or mechanic to be employed on the Work in excess of 40 hours in any work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times that person's basic rate of pay for all hours worked in excess of 40 hours in such work week.

F. Contractor shall employ only competent persons to do the work and whenever Owner shall notify Contractor, in writing, that any person on the Work appears to be incompetent, disorderly, or otherwise unsatisfactory, such person shall be removed from the Project and shall not again be employed on it except with the consent of Owner.

G. Contractor and Subcontractors shall, insofar as practicable, give preference in the hiring of workers for the Project to qualified local residents with first preference being given to citizens of the United States who have served in the armed forces of the United States and have been honorably discharged therefrom or released from active duty therein.

H. Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the project under this Contract shall be decided by the governing body having jurisdiction.

I. Contractor and all Subcontractors shall comply with the Regulations of the Secretary of Labor made pursuant to the Anti-Kickback Act of June 30, 1940 (40 U.S.C. 276c) and all amendments or modifications thereto. Contractor and all Subcontractors shall furnish Owner with weekly Statements of Compliance. In case of Subcontracts, Contractor shall cause appropriate provision to be inserted in all subcontracts for the Work which Contractor may let to ensure compliance with said Anti-Kickback Act by all Subcontractors subject thereto, and Contractor shall be responsible for the submission of all Statements of Compliance required of Subcontractors by said Anti-Kickback Act except as the Secretary of Labor may specifically provide for reasonable limitations, variations, and exemptions from the requirements thereof.

SC-6.05F

Add the following new paragraphs immediately after paragraph 6.05F of the General Conditions which are to read as follows:

G. In order for substitutions to be considered, the Contractor shall submit, within 30 days after issuance of Notice to Proceed, complete data as set forth herein to permit complete evaluation of all proposed substitutions. No substitution will be considered unless the Contractor provides the required data within the 30-day period.

SC-6.06A

Delete paragraphs 6.06A and 6.06B of the General Conditions in their entirety and replace with the following:

A. Contractor shall not employ any Subcontractor, Supplier or other person or organization, (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom Owner may have reasonable objection. Acceptance of any Subcontractor, other person or organization by Owner shall not constitute a waiver of any right of Owner to reject defective Work. Contractor shall not be required to employ any Subcontractor, other person or organization against whom Contractor has reasonable objection.

B. Not Used.

SC-6.06E

Add the following new sentence at the end of paragraph 6.06E of the General Conditions to read as follows:

Owner or Engineer may furnish to any such Subcontractor, Supplier or other person or organization, to the extent practicable, information about amounts paid on their behalf to Contractor in accordance with Contractor's Applications for Payment.

SC-6.07B

Delete paragraph 6.07B of the General Conditions in its entirety.

SC-6.08A

Delete the last sentence in paragraph 6.08A of the General Conditions in its entirety.

SC-6.10A

Add the following new sentence at the end of paragraph 6.10A of the General Conditions to read as follows:

The materials and supplies to be used in the Work of this Contract are exempt from the Sales and Use Tax of the State of Illinois. Contractor shall obtain the proper certificates, maintain the necessary records and otherwise comply with the requirements of State of Illinois

SC-6.16A

Delete the last sentence in paragraph 6.16A of the General Conditions in its entirety and replace with the following:

If Engineer determines that the incident giving rise to the emergency action was not the responsibility of the Contractor and that a change in the Contract Documents is required because of the action taken by the Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

SC-6.19C

Add the following new paragraph immediately after paragraph 6.19C of the General Conditions which is to read as follows:

D. Manufacturer's Guaranty/Warranty

1. The Contractor shall obtain the following guaranty/warranty from the manufacturer of all major pieces of equipment furnished and installed on this Project. Such guaranty/warranty shall be for the benefit of Owner and be furnished in writing by the manufacturer. The Contractor's and manufacturer's obligations under this provision are in addition to other express or implied warranties under the Contract Documents and under the law and in no way diminish any other right that the Owner may have against the Contractor or manufacturer for faulty material, equipment or work. The warranty period shall not be interpreted as a limitation on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.

2. The manufacturer warrants and guarantees for a period of one year from the date of Substantial Completion, or such longer period that may be specified in the Contract Documents, that all materials and equipment furnished and installed shall be free from flaws, defects in material and workmanship and shall be in conformance with the Contract Documents.

SC-6.20A

Delete paragraph 6.20A of the General Conditions in its entirety and replace with the following:

A. To the fullest extent permitted by Laws and Regulations, Contractor shall defend, indemnify and hold harmless Owner, Engineer and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages

(including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost or loss or damage:

1. is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such indemnified party unless caused by the sole negligence of a party indemnified hereunder. If through the acts of neglect on the part of Contractor, any other contractor or any Subcontractor shall suffer loss or damage on the Work, Contractor shall settle with such other contractor or Subcontractor by agreement or arbitration if such other contractor or Subcontractor will so settle. If such other contractor or Subcontractor shall assert any claim against Owner and/or Engineer, or the officers, directors, members, partners, employees, agents, consultants and subcontractors of each on account of any damage alleged to have been sustained, Owner shall notify Contractor, who shall indemnify and save harmless Owner, Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each against any such claims.

SC-6.21E

Delete paragraph 6.21E of the General Conditions in its entirety and replace with the following:

E. Contractor shall not be responsible for the adequacy of the performance criteria or design criteria contained in the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

SC-7.03C

Add a new paragraph immediately after paragraph 7.03C in the General Conditions which is to read as follows:

SC-7.04 Damage to other Contractor's Property

A. Should Contractor cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any separate contractor against Contractor, Owner, Engineer, Engineer's Consultants, the Construction Coordinator or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law. Contractor shall, to the fullest extent permitted by Laws and Regulations, defend, indemnify and hold Owner, Engineer, Engineer's Consultants and the Construction Coordinator harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals, and court and arbitration or mediation costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against Owner, Engineer, Engineer's Consultants or the Construction Coordinator to the extent based on a claim arising out of Contractor's performance of the Work. Should a separate contractor cause damage to the Work or property of Contractor or should the performance of Work by any separate contractor at the Site give rise to any other claim, Contractor shall

not institute any action, legal or equitable, against Owner, Engineer, Engineer's Consultants or the Construction Coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, Engineer's Consultants or the Construction Coordinator on account of any such damage or claim. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, Engineer's Consultants and Construction Coordinator for any delay, disruption, interference or hindrance caused by any separate contractor. This paragraph does not prevent recovery from Owner, Engineer, Engineer's Consultant or Construction Coordinator for activities that are their respective responsibilities.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

SC-8.06

Delete paragraph 8.06 of the General Conditions in its entirety.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

SC-9.03A

Add the following new paragraph immediately after paragraph 9.03A of the General Conditions which is to read as follows:

B. Engineer will furnish a Resident Project Representative and assistants to assist Engineer in observing the performance of the Work. The duties and responsibilities of the Resident Project Representative will be as enumerated in a document entitled "Duties, Responsibilities and Limitations of the Authority of Resident Project Representative" and will be made available to Contractor at the start of the Work.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-11.01A.1

Delete the second sentence in paragraph 11.01A.1 of the General Conditions in its entirety and replace with the following:

Such employees shall include one foreman (unless agreed upon prior to beginning Work).

SC-11.02A

Delete paragraphs 11.02A through 11.02D of the General Conditions in their entirety.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

SC-12.01B.2

Delete paragraph 12.01B.2 of the General Conditions in its entirety.

SC-12.01C.1

Delete paragraph 12.01C.1 of the General Conditions in its entirety.

SC-12.01C.2

In the second line of paragraph 12.01C.2.b, before the semicolon add the following words "based on subcontractor's Cost of the Work";

Delete "five percent" in paragraph 12.01C.2.b of the General Conditions and replace with "seven and one-half percent."

Delete "15 percent" in the seventh line of paragraph 12.01.C.2.c of the General Conditions and replace with "twenty percent" and delete the words "five percent" in the twelfth line and replace with "seven and one-half percent."

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-13.05A

Add the following new paragraph immediately after paragraph 13.05A of the General Conditions to read as follows:

B. If Owner stops Work under paragraph 13.05A, Contractor shall be entitled to no extension of Contract Time or increase in Contract Price.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02A.3

Add a new paragraphs immediately after paragraph 14.02A.3 of the General Conditions which is to read as follows:

4. Contractor shall furnish evidence that payment received on the basis of materials and equipment not incorporated and suitably stored, has in fact been paid to the respective supplier(s) within 60 days of payment by Owner. Failure to provide such evidence of payment may result in the withdrawal of previous approval(s) and removal of the cost of related materials and equipment from the next submitted Application for Payment.

5. Certified Payroll

1. **Certified payrolls for all work performed on new and existing projects must be submitted to Illinois Department of Labor through the certified transcript of payroll portal.** You may access the portal here: [Certified Transcript of Payroll Portal](#)

All contractors and sub-contractors on public works projects ***must submit and upload certified payrolls*** on a monthly basis to the **IDOL** online portal, provide a pdf copy to the City's project manager and business work force development coordinator, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records her or she knows to be false is a Class B misdemeanor.

1. The certified payroll record must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.
2. All certified payrolls shall be submitted to the City in electronic format, preferably a PDF file.

SC-14.02C.1

Delete paragraph 14.02C.1 of the General Conditions in its entirety and replace it with the following:

1. Thirty days after the Owner receives payment from the funding agency, the amount recommended by Engineer will (subject to the provisions of Paragraph 14.02D) become due, and when due will be paid by Owner to Contractor.
2. Should Contractor neglect to pay any undisputed claims, made in writing to Owner within 30 days after completion of the Work, but continuing unsatisfied for a period of 90 days, Owner may pay such claim and deduct the amount thereof from the balance due Contractor. Owner may also, with the written consent of Contractor, use any monies retained, due, or to become due under this Contract for the purpose of paying for both labor and materials for the Work, for which claims have not been filed.
3. Security is provided both by the Payment Bond and the power of Owner to retain any monies for claims, but payment by one shall in no way impair or discharge the liability of the other.
4. Any and all liens for work and materials may be paid off by Owner within a reasonable time after filing for record in accordance with State and local laws, a notice of such liens except where the claim on which the lien is filed is being litigated by Contractor, and in such case Owner may pay the amount of any final judgment or decree or any such claim within a reasonable time after such final judgment or decree shall be rendered.
5. All monies paid by Owner in settlement of liens as aforesaid, with the costs and expenses incurred by Owner in connection therewith, shall be charged to Contractor, shall bear interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank, and shall be deducted from the next payment due Contractor under the terms of this Contract.

SC-14.03A

Add the following new paragraphs immediately after paragraph 14.03A of the General Conditions which are to read as follows:

- B. No materials or supplies for the Work shall be purchased by Contractor or Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. Contractor warrants that Contractor has good title to all materials and supplies used by Contractor in the Work, free from all liens, claims or encumbrances.
- C. Contractor shall defend, indemnify and save Owner and Engineer harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred

in the furtherance of the performance of this Contract. Contractor shall at Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If Contractor fails to do so, then Owner may, after having served written notice on the said Contractor either pay unpaid bills, of which Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon Owner to either Contractor or Contractor's Surety. In paying any unpaid bills of the Contractor, Owner shall be deemed the agent of Contractor and any payment so made by Owner shall be considered as payment made under the Contract by Owner to Contractor and Owner shall not be liable to Contractor for any such payment made in good faith.

SC-14.07B.1

Delete paragraph 14.07B.1 of the General Conditions in its entirety and replace with the following:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will indicate in writing Engineer's recommendation of payment and present the Application to Owner for payment. Thereupon Engineer will give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, Engineer will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, Owner shall in accordance with the applicable State or local General Law, pay Contractor the amount recommended by Engineer.

SC-14.07C.1

Delete paragraph 14.07C.1 of the General Conditions in its entirety and replace with the following:

1. Thirty days after the Owner receives payment from the funding agency, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

SC-15.02A.4

Add the following new paragraph immediately after paragraph 15.02A.4 of the General Conditions which is to read as follows:

5. If Contractor abandons the Work, or sublets this Contract or any part thereof, without the previous written consent of Owner, or if the Contract or any claim thereunder shall be assigned by Contractor otherwise than as herein specified.

ARTICLE 16 - DISPUTE RESOLUTION

SC-16.01A

Delete the paragraph 16.01A of the General Conditions in its entirety and replace with the following:

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under paragraph 10.05 when such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of this Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract.

SC-16.01C.3

Add a new paragraph at the end of paragraph 16.01C.3 of the General Conditions which is to read as follows:

D. Contractor shall carry on the Work and maintain the progress schedule during the dispute resolution proceedings, unless otherwise agreed by Contractor and Owner in writing.

ARTICLE 17 - MISCELLANEOUS

SC-17.06

Add the following new paragraphs immediately after paragraph 17.06 of the General Conditions:

17.07 Addresses

A. Both the address given in the Bid Form upon which this Agreement is founded, and Contractor's office at or near the site of the Work are hereby designated as places to either of which notices, letters, and other communications to Contractor shall be certified, mailed, or delivered. The delivering at the above named place, or depositing in a postpaid wrapper directed to the first-named place, in any post office box regularly maintained by the post office department, of any notice, letter or other communication to Contractor shall be deemed sufficient service thereof upon Contractor; and the date of said service shall be the date of such delivery or mailing. The first-named address may be changed at any time by an instrument in writing, executed and acknowledged by Contractor, and delivered to Owner and Engineer. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon Contractor personally.

17.08 Wage Rates

A. The requirements and provisions of all applicable laws and any amendments thereof or additions thereto as to the employment of labor, and to the schedule of minimum wage rates established in compliance with laws shall be a part of these Contract Documents. Copies of the wage schedules are included in Section 00 66 50 of these Contract Documents. If, after the Notice of Award, it becomes necessary to employ any person in a trade or occupation not classified in the wage determinations, such person shall be paid at not less than such rates as shall be determined by the officials administering the laws mentioned above. Such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. Contractor shall notify Owner of Contractor's intention to employ persons in trades or occupations not classified in sufficient time for Owner to obtain approved rates for such trades or occupations.

B. The schedules of wages referred to above are minimum rates only, and Owner will not consider any claims for additional compensation made by Contractor because of payment by Contractor of any wage

rate in excess of the applicable rate contained in these Contract Documents. All disputes in regard to the payment of wages in excess of these specified in the schedules shall be resolved by Contractor.

C. The said schedules of wages shall continue to be the minimum rates to be paid during the life of this Agreement and a legible copy of said schedules shall be kept posted in a conspicuous place at the site of the Work.

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SECTION 01 10 00 - SUMMARY OF WORK

PART 1 -- GENERAL

1.1 THE SUMMARY

- A. The WORK to be performed under this Contract shall consist of furnishing plant, tools, equipment, materials, supplies, and manufactured articles, and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The WORK shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the OWNER.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The WORK of this Contract comprises the construction of an intake structure with heating system, 60" diameter intake pipeline, valve vault, isolation valve, modifications to the chlorine system, demolition, and appurtenant work, as a replacement of the existing 36/42" intake.
- B. The WORK is located at the OWNER's water treatment plant, 555 Lincoln Street, just East of Sheridan Road on the shore of Lake Michigan, in the City of Evanston, Illinois.

1.3 CONTRACT METHOD

- A. The WORK hereunder will be constructed under a single lump sum contract.

1.4 WORK BY OTHERS

- A. Where two or more contracts are being performed at one time on the same Site or adjacent land in such manner that work under one contract may interfere with work under another, the OWNER will determine the sequence and order of the Work in either or both contracts. When the Site of one contract is the necessary or convenient means of access for performance of work under another, the OWNER may grant privilege of access or other reasonable privilege to the contractor so desiring, to the extent, amount, and in manner and at time that the OWNER may determine. No OWNER determination of method or time or sequence or order of the work or access privilege shall be the basis for a claim for delay or damage except under provisions of the General Conditions for temporary suspensions of the work. The CONTRACTOR shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to allow continued safe access to their respective portions of the Site, as required to perform work under their respective contracts. All work shall accommodate and prioritize the continued normal operation of the water plant, including water plant operation and maintenance activities that will take place adjacent to or within the construction site.
- B. Interference With Work On Utilities: The CONTRACTOR shall cooperate fully with all utility forces of the OWNER or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the

progress of the WORK, and shall schedule the WORK so as to minimize interference with said relocation, altering, or other rearranging of facilities.

1.5 CONTRACTOR USE OF SITE

- A. The CONTRACTOR's use of the Site shall be limited to its construction operations, including on-Site storage of materials, on-Site fabrication facilities, and field offices.

1.6 OUTAGE PLAN AND REQUESTS

- A. The CONTRACTOR shall not remove from service, de-energize, or modify settings for any existing operating tank, pipeline, valve, channel, equipment, structure, road, or any other facility without permission from the ENGINEER.

1. Outages include the following:

- a. Shorewell #3 outage for demolition of existing 36-inch piping and supports internal to the shorewell and installation of new 48-inch intake piping within the shorewell.
 - b. Shorewell #1 outage for replacement of existing Valve A-15.
 - c. Electrical outage required for connection to 4160 MCC.
 - d. Chlorine feed system outage for connection of new chlorine feed line to new intake.
 - e. SCADA outage.
 - f. Existing 36-inch pipeline outage (abandonment of existing intake and replacement of Valve A-8).
 - g. Plant drain line outages (requiring bypass pumping or control of water to be maintained).
- B. Where the WORK requires modifications to existing facilities or construction of new facilities and connection of new facilities to existing facilities, the CONTRACTOR shall submit a detailed outage plan and schedule for the ENGINEER'S approval a minimum of 2 weeks in advance of the time that such outage is planned.
 - C. A completed System Outage Request form (furnished by the ENGINEER) shall accompany each outage plan. The outage plans shall be coordinated with the construction schedule and shall meet the restrictions and conditions of the Contract Documents. The outage plan shall describe the CONTRACTOR's method for preventing bypassing of other treatment units; the length of time required to complete said operation; any necessary temporary power, controls, instrumentation or alarms required to maintain control, monitoring, and alarms for the treatment plant processes; and the manpower, plant, and equipment which the CONTRACTOR will furnish for proper operation of associated treatment units. All costs for preparing and implementing the outage plans shall be at no increase in cost to the OWNER.
 - D. The ENGINEER shall be notified in writing at least one week in advance of the required outage if the schedule for performing the work has changed or if revisions to the outage plan are required.

- E. The CONTRACTOR shall provide written confirmation of the shutdown date and time 2 working days prior to the actual shutdown.

1.7 OWNER USE OF THE SITE

- A. The OWNER may utilize all or part of the existing facilities during the entire period of construction for the conduct of the OWNER's normal maintenance and operations. The CONTRACTOR shall cooperate and coordinate with the OWNER to facilitate the OWNER's operations and to minimize interference with the CONTRACTOR's operations at the same time. In any event, the OWNER shall be allowed access to the Site during the period of construction. CONTRACTOR shall coordinate with the OWNER for outage of shorewell #3. CONTRACTOR shall maintain 5 feet of clearance around all existing equipment, structure, valves, and buildings for OWNER access.

1.8 PROJECT MEETINGS

A. Preconstruction Conference

1. Prior to the commencement of WORK at the Site, a preconstruction conference will be held at a mutually agreed time and place. The conference shall be attended by the CONTRACTOR'S Project Manager, its superintendent, and its subcontractors as the CONTRACTOR deems appropriate. Other attendees will be:
 - a. ENGINEER and the Resident Project Representative.
 - b. Representatives of OWNER.
 - c. Governmental representatives as appropriate.
 - d. Others as requested by CONTRACTOR, OWNER, or ENGINEER.
 - e. The CONTRACTOR shall bring the preconstruction conference submittals in accordance with Section 01 33 00 - Contractor Submittals.
2. The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The complete agenda will be furnished to the CONTRACTOR prior to the meeting date. However, the CONTRACTOR should be prepared to discuss all of the items listed below.
 - a. Status of CONTRACTOR's insurance and bonds.
 - b. CONTRACTOR's tentative schedules.
 - c. Transmittal, review, and distribution of CONTRACTOR's submittals.
 - d. Processing applications for payment.
 - e. Maintaining record documents.
 - f. Critical work sequencing.
 - g. Field decisions and Change Orders.

- h. Use of Site, office and storage areas, security, housekeeping, and OWNER's needs.
 - i. Major equipment deliveries and priorities.
 - j. CONTRACTOR's assignments for safety and first aid.
 - k. Daily Report Form which the ENGINEER will furnish.
 - l. Submittal Transmittal Form which the ENGINEER will furnish.
- 3. The OWNER will preside at the preconstruction conference and will arrange for keeping and distributing the minutes to all persons in attendance.
 - 4. The CONTRACTOR and its subcontractors should plan on the conference taking no less than 4 hours. The meeting will cover the items listed in paragraphs 2 and 3, and reviewing the Drawings and Specifications, in extensive detail, with the ENGINEER and the OWNER.

B. Progress Meetings

- 1. The ENGINEER will schedule and hold regular on-Site progress meetings at least weekly during active construction, bi-weekly during non-construction period, and at other times as requested by CONTRACTOR or as required by progress of the WORK. The CONTRACTOR Project manager and Superintendent, ENGINEER, and all subcontractors active on the Site shall attend each meeting. CONTRACTOR may at its discretion request attendance by representatives of its suppliers, manufacturers, and other subcontractors.
- 2. The ENGINEER will preside at the progress meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings is to review the progress of the WORK, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the CONTRACTOR shall present any issues that may impact its progress with a view to resolve these issues expeditiously.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 01 14 00 – CONSTRUCTION CONSTRAINTS

PART 1 -- GENERAL

1.1 THE SUMMARY

- A. WORK shall be scheduled, sequenced, and performed in a manner which minimizes disruption to the operation and maintenance of existing facilities.
- B. The CONTRACTOR shall incorporate the construction and schedule constraints of this Section in preparing the construction schedules required under Section 01 32 16 – CPM Construction Schedule.
- C. The CONTRACTOR shall have a Project Manager dedicated to the project for the duration of the WORK.
- D. The CONTRACTOR's Superintendent(s) shall be onsite during all construction activities.

1.2 EXISTING PLANT

- A. The WORK shall be executed while the existing water treatment plant is in operation. Operation of the existing plant shall not be jeopardized nor shall the efficiency of water treatment be reduced as a result of the execution of the WORK.
- B. Unless indicated otherwise, temporary pumping, piping, power, lighting, controls, instrumentation, alarms, security devices, and safety devices shall be provided by the CONTRACTOR whenever its activity or interruption due to its activity affects the existing facility.
- C. The construction constraints in this Section do not include every item affecting the completion of the WORK, but are intended to describe the sequence of critical events necessary to minimize disruption to the ongoing treatment plant processes and to ensure compliance with permit requirements. It shall be understood and agreed by the CONTRACTOR that the critical events described are not inclusive and that additional items of WORK not included may be required to minimize disruption and ensure compliance. Deviation from or modification of these suggested sequences is permitted if techniques and methods known to the CONTRACTOR will result in reducing disruption to the facility operation and maintaining treatment efficiency, and if deviation is approved in advance by the ENGINEER.

1.3 OPERATION OF PLANT EQUIPMENT

- A. Operational functions or shutdown of the existing plant required to facilitate CONTRACTOR's operation will be done by the OWNER's personnel only. The CONTRACTOR shall not operate any water plant valves or equipment.
- B. The plant operation and maintenance personnel will cooperate in every way that is practical in order to facilitate CONTRACTOR's operation. However, certain shutdown and connections may only be permissible at times other than normal working hours such as nights or weekends. No additional payment will be made to the CONTRACTOR for any night, weekend, or holiday premium or overtime payments.

- C. If it becomes necessary for the proper operation or maintenance of portions of the plant, the OWNER may require the CONTRACTOR to reschedule an approved shutdown. The CONTRACTOR shall then reschedule its operations so there shall be no conflict with necessary operations or maintenance of the plant. The CONTRACTOR shall, within 2 Days, furnish the ENGINEER a revised outage request and a plan for rescheduling the shutdown in accordance with the requirements of the construction schedule.

1.4 OUTAGE REQUESTS

- A. Modifications to existing facilities, the construction of new facilities, and the connection of new to existing facilities may require the temporary outage. In such cases, the CONTRACTOR shall coordinate WORK with the ENGINEER as described below. The CONTRACTOR shall submit a detailed outage plan and time schedule for construction activities which will make it necessary to remove a tank, pipeline, channel, electrical circuit, equipment, structure, road, or other facilities from service.
- B. The outage plans shall be submitted to the ENGINEER for acceptance a minimum of 2 weeks in advance of the time that such outages are required. The outage plans shall be coordinated with the construction schedule and shall meet the restrictions and conditions of this Section. The outage plan shall describe the CONTRACTOR's method for preventing bypassing of other treatment units; the length of time required to complete the operation; any necessary temporary power, controls, instrumentation, or alarms required to maintain control, monitoring, and alarms for the treatment plant processes; and the manpower, plant, and equipment which the CONTRACTOR shall provide in order to ensure proper operation of associated treatment units. Costs for preparing and implementing the outage plans shall be the responsibility of the CONTRACTOR as part of the WORK.
- C. The CONTRACTOR shall not begin an alteration affecting existing facilities until specific written approval has been granted by the ENGINEER in each case.
- D. The ENGINEER will coordinate the CONTRACTOR's planned procedure with the treatment facility personnel. The ENGINEER has the authority to modify any proposed shutdown procedures if such procedures would adversely impact the plant operations.
- E. The ENGINEER shall be notified in writing at least one week in advance of the required outage if the schedule for performing the WORK has changed or if revisions to the outage plan are required. The CONTRACTOR shall provide written confirmation of the shutdown date and time 2 Days prior to the actual shutdown.

1.5 TEMPORARY CONNECTIONS

- A. Making connections to existing facilities or other operations that interfere with the operation of the existing equipment shall be thoroughly planned in advance, and required equipment, materials, and labor shall be on hand at the time of undertaking the connections. WORK shall be completed as quickly as possible and with as little delay as possible and shall proceed continuously (24 hours a day and seven days a week) if necessary to complete modifications and/or connections in the minimum time.
- B. The cost of any temporary facilities and night, weekend, or holiday activity and overtime payments required during process interruptions shall be included in the WORK.

- C. Temporary facilities and piping shall be located to minimize interference with CONTRACTOR's construction facilities and OWNER's operation and maintenance of the wastewater treatment plant. Unless otherwise indicated, each temporary pipeline shall be of the same size as its connection to the existing or permanent facility at the downstream end of the pipeline. Piping materials shall be suitable for the material being conveyed and be as required in the Contract Specifications.
- D. When temporary electrical power, controls, instrumentation, or alarms are required for routine continuous operations of existing or new equipment, the CONTRACTOR shall provide the necessary equipment and appurtenances. Prior to installing said equipment and appurtenances, CONTRACTOR shall furnish a submittal on the proposed components and installation for ENGINEER's review and approval.
- E. A plan showing the size and location of the temporary facilities and piping shall be submitted to the ENGINEER at the same time as the outage plan required under this Section. Costs for design, provision, operation, and removal of temporary facilities and piping shall be part of the WORK.

1.6 CONSTRUCTION SEQUENCING

- A. Construction activities shall be scheduled and sequenced to ensure continuous operation of the existing facilities. The CONTRACTOR's scheduling shall develop construction sequencing so that the WORK will not adversely impact pumping of raw water or treatment. The CONTRACTOR shall be responsible for development of the construction sequencing. In implementing the construction sequencing, the CONTRACTOR shall maintain the existing facilities in service until new facilities are constructed and are operational to supplement the existing capacity. When new facilities are operational, the existing facilities may be taken out of service.
 - 1. Safe working conditions for personnel shall be maintained during rehabilitation, modification, and demolition WORK. The foregoing includes at least proper trench excavation, the provision of temporary equipment guards, supports, warning signs, walkways, covers over openings, handrailing, and protection of electrical equipment and power supply.
 - 2. Temporary facilities shall be constructed in accordance with applicable codes and regulations to operate safely and properly.
 - 3. Valves to be temporarily shut off during the WORK shall be tagged as such and shall be wired shut with a crimped lead seal and padlocked.
 - 4. Electrical and mechanical equipment shall be similarly shut down.

1.7 PERMITS

- A. The CONTRACTOR shall abide by the conditions of permits and shall obtain proof of satisfaction of conditions from issuers of permits prior to acceptance of the WORK by the OWNER.
- B. Conditions affecting the CONTRACTOR are found in the following permits. Copies of permit conditions are attached at the end of this Section.
 - 1. IEPA Construction Permit

2. USACE Permit
3. IDNR Permit
4. IEPA 401 Permit

C. Some conditions listed in the permits in Section 1.7.B are highlighted below.

1. All construction equipment and material that enters Lake Michigan shall be free of contaminants of any kind, including, but not limited to, sludge, clay, dirt, soil, grease, organic matter, or any other pollutant that would produce offensive conditions or otherwise violate water quality standards.
2. CONTRACTOR shall make all reasonable efforts to limit lakebed disturbance.
3. CONTRACTOR shall minimize the handling of lakebed excavation by temporarily and gently sidcasting excavated materials adjacent to the marine trench.
4. All hydraulic machinery used for this activity and deployed in or immediately adjacent to Lake Michigan shall utilize biodegradable or bio-based hydraulic fluids to minimize pollution in the case of broken or leaking hydraulic equipment.
5. The CONTRACTOR shall monitor water quality in accordance with the following:
 - a. Water quality will be monitored during construction as described below. Although this is not a dredging project, some standard protocols for baseline analysis of water and sediment quality, in addition protocols for monitoring water quality during construction, have been borrowed from dredging practices and applied to this project.
 - 1) Visually observe surrounding water quality daily during marine trench operations. Visual observations shall be made and recorded from both barge-based and diver-based personnel.
 - 2) Perform weekly water quality monitoring during marine trench operations. Four hours after initiation of marine trench activities, collect mid-depth water samples from a location 500 feet down-current from the trenching activities. Send samples to a third-party laboratory for analysis of the following parameters (maximum reporting limits shown in parentheses, where applicable):
 - pH
 - Hardness
 - Ammonia-nitrogen (0.02 mg/L)
 - Chloride (12 mg/L)
 - Phosphorus (0.007 mg/L)
 - Total suspended solids

- 3) Laboratory analytical results, a map showing sampling locations, and a log of daily marine trench activities shall be compiled and maintained in a monitoring report. The monitoring report shall indicate the following:
 - Method of determining sampling location;
 - Date, Time, Location, and Individual performing sampling;
 - Laboratory analysis sheets; and
 - Data and time marine trench activities begin and end.
- b. The CONTRACTOR shall provide turbidity monitoring at a location within 1,000 feet of the shoreline. The purpose of this monitoring will be to ensure that relative clarity of lake waters will be maintained, with particular consideration given to Northwestern University's Lincoln Street Beach located to the South of the project work area. The turbidity monitoring location(s) shall be coordinated with the OWNER prior to construction.
 - 1) Prior to commencement of marine construction, the contractor shall perform testing to determine the background turbidity levels.
 - 2) Monitoring shall take place from Memorial Day to Labor Day during any construction activities in Lake Michigan, within 1,000 feet of shoreline, or when turbidity plumes resulting from construction activities are visible within 1,000 feet of the shoreline.
 - 3) Monitoring required for turbidity shall be measured in Nephelometric Turbidity Units (NTU) using a standard Nephelometer. A Global Positioning System (GPS) shall be used to record sampling station locations.
 - 4) NTU readings shall be taken up to three times daily, or approximately four hours apart, during all marine excavation activities. Sampling shall be conducted while the highest project-related turbidity levels are crossing the edge of the observable mixing zone. Results shall be provided to the ENGINEER after each reading.
 - 5) Samples shall be collected at the surface, mid-depth, and (at locations with depths greater than 25 feet) 6 feet above the lake bottom; no more than 500 feet down current from the source of turbidity within the densest portion of any visible turbidity plume. If no plume is visible, follow the likely direction of flow.
 - 6) If turbidity exceeds background levels by more than 29 NTU, the Contractor shall immediately notify the ENGINEER.
 - 7) If turbidity levels exceeding background by 29 NTU are attributable to the CONTRACTOR's operations, then all work related to excavation or disposal activities shall immediately cease. At such time all measures required to reduce turbidity levels shall be taken by the CONTRACTOR.

- c. Delays in work due to the fault or negligence of the CONTRACTOR or the CONTRACTOR's failure to comply with water quality monitoring requirements shall not be compensable.
- D. The CONTRACTOR shall prepare the following submittals to the OWNER for approval.
 1. Soil Erosion and Sedimentation Control (SESC) Plan. The SESC Plan must include measures that are in accordance with the current version of the Illinois Urban Manual.
 - a. Dewatering of the construction site is authorized provided the dewatering activity is limited to the immediate work area within a coffer dam or otherwise isolated from waters of the State, and the work site dewatering structure is free from sources of contamination. Dewatering activities shall incorporate Best Management Practices in accordance with the Illinois Urban Manual or as otherwise appropriate to minimize discoloration of the receiving waters and meet applicable water quality standards. ensure that return flows from the dewatering activity are free of unnatural turbidity and floating debris of and otherwise meet applicable water quality standards. Dewatering or discharge of flush water from construction of drilled piers or boreholes is not authorized and must be conducted in accordance with an NPDES permit issued by IEPA. Dewatering shall be performed by pumping water to filter bags, sized to accommodate pumping requirements, with anionic flocculant selected based on benchtop field tests.
 - b. Construction activities shall be conducted in a manner to minimize resuspension of materials in the water column. Techniques such as careful equipment use, construction during favorable weather conditions that minimize turbulence and transport of suspended contaminants and other methods such as turbidity curtains should be used as necessary to minimize re-suspension of sediment material. Turbidity curtains shall be at minimum in accordance with the current version of the Illinois Urban Manual Practice Standard for Floating Silt Curtain (no. 917). The turbidity curtain plan must be prepared by a Certified Professional in Erosion and Sedimentation Control with experience in Type 3 turbidity curtains.
 2. The applicant shall ensure that a Spill Response Plan is in place which shall detail procedures for managing the accidental release of petroleum, oil, and lubricant products to the aquatic environment during construction. Absorbent pads, containment booms and skimmers shall be available to facilitate the cleanup of petroleum spills. In the event that floating hydrocarbon (oil, gas) products are observed, the applicant or his designated individual will be responsible for directing that in-water work be halted so that appropriate corrective measures are taken in accordance with the Oil Spill Response Plan prior to resuming work.
 3. Water Quality Monitoring Plan.

1.8 SCHEDULE CONSTRAINTS

- A. General: It is the CONTRACTOR's responsibility to coordinate and plan the construction activities to integrate each schedule constraint into performance of the overall WORK.

- B. The listing of schedule constraints below does not mean that every constraint or special condition has been identified. The list does not substitute for the CONTRACTOR's coordination and planning for completion of the WORK within the Contract Times.
- C. The following constraints affect the construction schedule.
1. All new sheet piling shall be installed, and shore stabilization completed prior to starting any land-side excavations.
 2. Shorewell #3 shall only be taken off line between October 1 and March 1 and shall be offline no longer than 8 weeks. Four (4) weeks notice shall be provided to Evanston to dewater shorewell #3.
 3. Shorewell #1 shall only be taken off line between October 1 and March 1 and shall be offline in intervals no longer than 2 weeks. Four (4) weeks notice shall be provided to Evanston to dewater Shorewell #1. Work within Shorewell #1 shall be completed prior to any work taking place within Shorewell #3, or alternatively, the CONTRACTOR shall provide a temporary bulkhead within the pipe between Shorewell #1 and Shorewell #3.
 4. The existing 36"/42" intake to be abandoned shall be taken out of service one year prior to substantial completion.
 5. The 36 inch bypass line required to be taken out of service for the replacement for valve A8 shall be down for no longer than 4 weeks.
 6. The chlorine system shall only be taken offline between October 1 and March 1 and shall be offline no longer than 4 weeks.
 7. Electrical outage required for connection to 4160 MCC shall be limited to 4 hours, occurring only between 8 AM and 12 PM.
 8. SCADA outages shall be limited to 1 hour and no more than 3 total outages of the SCADA system shall be permitted. Minimum of 8 hours required between SCADA outages.
 9. Bypassing method shall be provided for the 36" plant drain at all times when it is out of service. Bypass system shall be sized to maintain capacity of the drain.
- D. No work shall be performed during the following holidays:
1. New Year's Day, Martin Luther King Jr. Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, day following Thanksgiving, or Christmas Day.
- E. No deliveries or hauling to or from the project site shall be allowed during the following periods based on Northwestern University academic calendars for the duration of the project:
1. Homecoming weekend including the week before and after.
 2. Commencement weekend including the week before and after.
- F. Normal working hours for shoreside work shall be defined as 8 hours per day, Monday through Friday, excluding time periods listed above, between the hours of 8:00 AM and

4:00 PM. Shoreside work shall be considered any work that can be completed from the lakeshore, along with the installation of sheet piling.

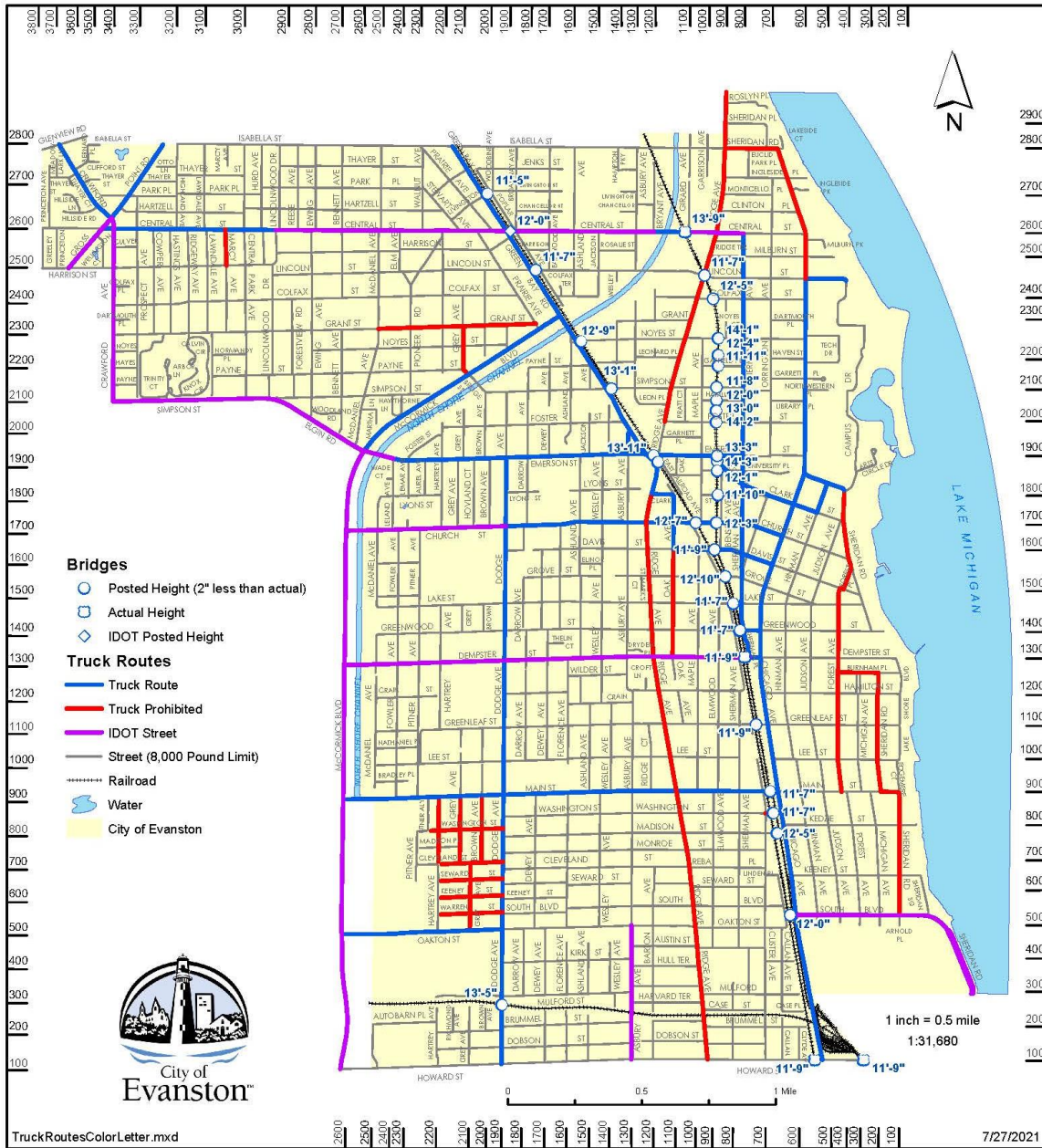
- G. Work within Lake Michigan shall be permitted 24 hours per day, every day of the week, unless otherwise indicated or directed by the OWNER. This work shall be considered any marine activities not involving shoreside work.
 - 1. Work within Lake Michigan involving excavation or movement of debris, or otherwise resulting in the formation of turbidity plumes, shall be prohibited within 1,000 feet of the shoreline during weekends or holidays from Memorial Day to Labor Day.
 - H. No deliveries permitted before 7 AM. Deliveries are permitted between the hours of 8:00 AM and 4:00 PM. No deliveries will be accepted by Water Plant staff.
 - I. No work shall be performed outside of defined normal working hours without an OWNER's representative present. At the OWNER's discretion, approval may be granted for limited Work outside these times provided the Contractor notify the OWNER, in writing, a minimum of 10 calendar days in advance of planned work activities outside these times. Notification shall include time when work will be done, names of all workers present at site during nonnormal work hours and for how long a period the extra hours will be needed. WORK performed within Lake Michigan, which does not require access to the onshore project site area, will be permitted outside normal working hours provided that the CONTRACTOR notifies the OWNER of all working hours.
 - J. Contractor shall comply with the posted truck route and permitting provided by the City of Evanston listed in Figure 1 of this section. Further information on truck route may be found at the City of Evanston website:
<https://www.cityofevanston.org/government/departments/police/traffic-bureau/truck-route-map>. Truck traffic is not permitted on Lincoln Street west of Sheridan Road.
 - K. No vehicles shall idle on Lincoln street and not more than 3 vehicles shall be staged on Lincoln street at any time.
 - L. The CONTRACTORs work activities, including deliveries, shall not impact traffic on Lincoln Street between 7:30-9:30 AM and 3:30-5:30 PM.
 - M. WORK under this contract shall be coordinated with other ongoing projects at the Evanston Water Treatment Plant. The CONTRACTOR shall coordinate with the OWNER as required for notification of any ongoing projects. The work of this contract shall not impede on other ongoing projects.
- 1.9 OFFSHORE CONSTRUCTION
- A. CONTRACTOR shall comply with all requirements for in-water work included in the applicable permits included in paragraph 1.7. Variance from the requirements of the permit will be allowed only with OWNER approval. The CONTRACTOR is responsible for obtaining revised permits, and any associated cost and/or schedule impacts that result from the variance(s).
 - B. Prior to commencing with any offshore activities, the CONTRACTOR shall satisfy the requirements of the Marine Operations Plan as outlined in Specification Section 35 27 33, Marine Works.

- C. No offshore excavation within 30 feet of the existing shore protection system (sheet pile) shall be permitted. Offshore installation of marine pipe within 30 feet of the shore protection system shall be completed using methods that limit the amount of excavation to a width of 15 feet (perpendicular to the shore protection system) and a depth no greater than required to install the pipe.
- D. Marine pipe beyond the 30 feet of the shore protection system shall be installed by barge. Installation of landside access (causeway or other means) of accessing the work area from shore will not be permitted without acquiring a revised permit per as described above.
- E. The CONTRACTOR shall implement turbidity curtains and other measures during work activities within Lake Michigan in order to control water quality and clarity as necessary to meet the requirements of this contract.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

City of Evanston Truck Routes



This map is provided "as is" without warranties of any kind. See www.cityofevanston.org/mapdisclaimers.html for more information.

FIGURE 1: EVANSTON TRUCK ROUTE

END OF SECTION

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 North Grand Avenue, East; Post Office Box 19276; Springfield, IL 62794-9276

Division of Public Water Supplies

Telephone 217/782-1724

PUBLIC WATER SUPPLY CONSTRUCTION PERMIT

SUBJECT: EVANSTON (IL0310810)

Permit Issued to:
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

PERMIT NUMBER: 0934-FY2021

DATE ISSUED: June 25, 2021

PERMIT TYPE: Plant Improvement

The issuance of this permit is based on plans and specifications prepared by the engineers/architects indicated, and are identified as follows. This permit is issued for the construction and/or installation of the public water supply improvements described in this document, in accordance with the provisions of the "Environmental Protection Act", Title IV, Sections 14 through 17, and Title X, Sections 39 and 40, and is subject to the conditions printed on the last page of this permit and the ADDITIONAL CONDITIONS listed below.

FIRM: Stantec Consulting Services, Inc.
NUMBER OF PLAN SHEETS: 66
TITLE OF PLANS: "1909 Raw Water Intake Replacement, *L17 3797*"
APPLICATION RECEIVED DATE: April 20, 2021

PROPOSED IMPROVEMENTS:

***Install approximately 5,611 feet of 60-inch and 50 feet of 48-inch raw water main. Install a raw water intake structure. Modify the existing onshore intake structures. Modify the chlorination system to install a new chlorine line to the new intake structure. ***

ADDITIONAL CONDITIONS:

1. Issuance of this construction permit is not to be considered an approval of the planning for Loan L17 3797.
2. The permit approval is for the Application, Specifications, Schedule B, and 66 plan sheets received on April 20, 2021.

DCC:GAZ

cc: Stantec Consulting Services, Inc.
Elgin Regional Office
Cook County Health Department
Lanina Clark – IFAS



David C. Cook, P.E.
Manager Permit Section
Division of Public Water Supplies

STANDARD CONDITIONS FOR CONSTRUCTION/DEVELOPMENT PERMITS
ISSUED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

The Illinois Environmental Protection Agency Act (Illinois Compiled Statutes, Chapter 111-1/2, Section 1039) grants the Environmental Protection Agency authority to impose conditions on permits which it issues.

These standard conditions shall apply to all permits which the Agency issues for construction or development projects which require permits under the Division of Water Pollution Control, Air Pollution Control, Public Water Supplies and Land Pollution Control. Special conditions may also be imposed by the separate divisions in addition to these standard conditions.

1. Unless this permit has been extended or it has been voided by a newly issued permit, this permit will expire one year after this date of issuance unless construction or development on this project has started on or prior to that date.
2. The construction or development of facilities covered by this permit shall be done in compliance with applicable provisions of Federal laws and regulations, the Illinois Environmental Protection Act, and Rules and Regulations adopted by the Illinois Pollution Control Board.
3. There shall be no deviations from the approved plans and specifications unless a written request for modification of the project, along with plans and specifications as required, shall have been submitted to the Agency and a supplemental written permit issued.
4. The permittee shall allow any agent duly authorized by the Agency upon the presentation of credentials:
 - a. to enter at reasonable times the permittee's premises where actual or potential effluent, emission or noise sources are located or where any activity is to be conducted pursuant to this permit.
 - b. to have access to and copy at reasonable times any records required be kept under the terms and conditions of this permit.
 - c. to inspect at reasonable times, including during any hours of operation of equipment constructed or operated under this permit, such equipment or monitoring methodology or equipment required to be kept, used, operated, calibrated and maintained under this permit.
 - d. to obtain and remove at reasonable times samples of any discharge or emission of pollutants.
 - e. to enter at reasonable times and utilize any photographic, recording, testing, monitoring or other equipment for the purpose of preserving, testing, monitoring, or recording any activity, discharge, or emission authorized by this permit.
5. The issuance of this permit:
 - a. shall not be considered as in any manner affecting the title of the permits upon which the permitted facilities are to be located;
 - b. does not release the permittee from any liability for damage to person or property caused by or resulting from the construction, maintenance, or operation of the proposed facilities;
 - c. does not release the permittee from compliance with the other applicable statutes and regulations of the United States, of the State of Illinois, or with applicable local laws, ordinances and regulations;
 - d. does not take into consideration or attest to the structural stability of any units or parts of the project;
 - e. in no manner implies or suggests that the Agency (or its officers, agents or employees) assumes any liability directly or indirectly for any loss due to damage, installation, maintenance, or operation of the proposed equipment or facility.
6. These standard conditions shall prevail unless modified by special conditions.
7. The Agency may file a complaint with Board of modification, suspension or revocation of a permit:
 - a. upon discovery that the permit application misrepresentation or false statements or that all relevant facts were not disclosed; or
 - b. upon finding that any standard or special conditions have been violated; or
 - c. upon any violation of the Environmental Protection Act or any Rules or Regulation effective thereunder as a result of the construction or development authorized by this permit.
8. Division of Public Water Supply Construction Permits expire one year from date of issuance or renewal, unless construction has started. If construction commences within one year from date of issuance or renewal, the permit expires five years from the date of permit issuance or renewal. A request for extension shall be filed prior to the permit expiration date.



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
231 SOUTH LASALLE STREET
CHICAGO, ILLINOIS 60604-1437

September 3, 2021

Operations Division
Regulatory Branch
LRC-2019-00597

SUBJECT: Authorization to Discharge 0.09 Acres of Fill in Lake Michigan for the Replacement of the 1909 Raw Water Intake Pipe at the Evanston Water Treatment Plant in Evanston, Cook County, Illinois (Latitude 42.06183, Longitude -87.67361)

Paul Moyano
City of Evanston
555 Lincoln Street
Evanston, Illinois 60201

Dear Mr. Moyano:

This office has verified that your proposed activity complies with the terms and conditions of Regional Permit 8 (Utility Line Projects) and the General Conditions for all activities authorized under the Regional Permit Program.

This verification expires three (3) years from the date of this letter and covers only your activity as described in your notification and as shown on the plans entitled "36"/42" Raw Water Intake Replacement – Evanston Water Treatment Plant – Evanston, Illinois" dated February 2021, prepared by Stantec. Caution must be taken to prevent construction materials and activities from impacting waters of the United States beyond the scope of this authorization. If you anticipate changing the design or location of the activity, you should contact this office to determine the need for further authorization.

The activity may be completed without further authorization from this office provided the activity is conducted in compliance with the terms and conditions of the RPP, including conditions of water quality certification issued under Section 401 of the Clean Water Act by the Illinois Environmental Protection Agency (IEPA). If the design, location, or purpose of the project is changed, you should contact this office to determine the need for further authorization.

The following special conditions are a requirement of your authorization:

1. This authorization is contingent upon implementing and maintaining soil erosion and sediment controls in a serviceable condition throughout the duration of the project. You shall comply with the project's soil erosion and sediment control (SESC) plans and the installation and maintenance requirements of the SESC practices on-site. You shall notify

this office any changes or modifications to the approved plan set. Please be aware that field conditions during project construction may require the implementation of additional SESC measures for further protection of aquatic resources. If you fail to implement corrective measures, this office may require more frequent site inspections to ensure the installed SESC measures are acceptable. Please be aware that work authorized herein may not commence until you receive written notification from this office that your plans meet technical standards.

2. Please note that this site is within the aboriginal homelands of several American Indian Tribes. If any cultural, archaeological or historical resources are unearthed during activities authorized by this permit, work in that area must be stopped immediately and the Corps, State Historic Preservation Office and/or Tribal Historic Preservation Office must be contacted for further instruction. The Corps will initiate the coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing on the National Register of Historic Places.
3. The permittee understands and agrees that, if future operations by the United States require removal, relocation, or other alteration of the structure or work authorized herein, or if, in the opinion of the Secretary of the Army or his authorized representative said structure or work shall cause unreasonable obstruction to the free navigation of the navigable water, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
4. Within 21 days of completion of construction, in order to facilitate updating federal navigation charts, you must file a "Permit/Public Notice Report" form with the NOAA National Ocean Service, Office of the Coast Survey, including as-built drawings and geo-referenced CADD or GIS files in electronic format. Submit the form, drawings, and files to ocs.ndb@noaa.gov, CEMVR-Charts-WEB@usace.army.mil, and Soren.G.Hall@usace.army.mil.

This verification does not obviate the need to obtain all other required Federal, state, or local approvals before starting work. Please note that Section 401 Water Quality Certification has been issued by IEPA, with conditions. Those conditions are conditions of your Department of the Army authorization. If you have any questions regarding Section 401 certification, please contact Mr. Darin LeCrone at IEPA Division of Water Pollution Control, Permit Section #15, by telephone at (217) 782-0610.

Once you have completed the authorized activity, please sign and return the enclosed compliance certification. If you have any questions, please contact Mr. Soren Hall of my staff by telephone at (312) 846-5532, or email at Soren.G.Hall@usace.army.mil.

Sincerely,

Diedra L. McLaurin

Diedra L. McLaurin
Team Leader
Regulatory Branch

Enclosures

Copy Furnished:

Illinois Department of Natural Resources/OWR (James Casey)
Illinois Environmental Protection Agency (Francisco Herrera)
Stantec (Rick Bolliger)



US Army Corps of Engineers®
Chicago District

CHICAGO DISTRICT 2017 REGIONAL PERMIT PROGRAM

8. UTILITY LINE PROJECTS

RP8 authorizes the construction, maintenance and repair of utility line activities and associated facilities in waters of the United States.

This includes trenching and backfilling activities for utility lines and fill activities for construction of substations and related appurtenances (temporary and permanent access roads, construction pads, stormwater management facilities, fencing, parking lots, etc.), poles, pads, anchors, outfall structures, and foundations for overhead utility line towers, utility lines under (e.g., through directional drilling) or over navigable waters (regulated under Section 10 waters only), and outfalls and associated intakes which are authorized, conditionally authorized, specifically exempted, or are otherwise in compliance with the National Pollutant Discharge Elimination System program (Section 402 of the Clean Water Act).

Pipes or pipelines used to transport gaseous, liquid, liquescent, or slurry substances over navigable waters of the United States are considered to be bridges, not utility lines, and may require a permit from the U.S. Coast Guard pursuant to Section 9 of the Rivers and Harbors Act of 1899. However, any discharges of dredged or fill material into waters of the United States associated with such pipelines will require a section 404 permit.

Utility lines constructed in, over, or under Section 10 waters, and without a discharge of dredged or fill material, require a Section 10 permit if the proposed activity has the potential to affect the course, condition or capacity of navigation. The construction of utility lines through a Section 10 water with a discharge of dredged or fill material requires a Section 404 permit in addition to a Section 10 permit. For purposes of a Section 10 permit, a tunnel or other structure or work under or over a navigable water of the United States is considered to have an impact on the navigable capacity of the waterbody.

Authorization under RP8 is subject to the General Conditions of the Regional Permit Program beginning on page 6 of this document. In addition, the following requirements must be addressed in writing and submitted with the notification:

- a. The impact to waters of the U.S. must not exceed 1.0 acre. For projects that impact over 0.10 acres of waters of the U.S., the permittee is required to provide compensatory mitigation.
- b. Projects that impact no more than 0.5 acres of waters of the U.S., and do not impact a high-quality aquatic resource, will be processed under Category I.
- c. Projects that impact over 0.5 acres and up to 1.0 acre of waters of the U.S., or impact a high-quality aquatic resource, will be processed under Category II.
- d. Authorization under RP8 pursuant to Section 404 of the Clean Water Act is subject to individual water quality certification under Section 401 of the Clean Water Act when there is a discharge of dredged and/or fill material to the waters listed below. Return flows from dredging operations to the waters listed below are considered Section 404 discharges. However, as determined on a case-by-

case basis by the District, individual water quality certification may not be required for the installation of outfall structures in the following waters if there will be no more than minimal disturbance to the sediment and substrate during construction activities.

- 1) Chicago Sanitary and Ship Canal
- 2) Calumet-Sag Channel
- 3) Little Calumet River
- 4) Grand Calumet River
- 5) Calumet River
- 6) Chicago River (main stem)
- 7) South Branch of the Chicago River (including South Fork)
- 8) North Branch of the Chicago River (including East and West Forks and Skokie Lagoons)
- 9) Lake Calumet
- 10) Des Plaines River
- 11) Fox River (including the Fox Chain of Lakes)
- 12) Lake Michigan
- 13) Pettibone Creek
- 14) Kankakee River

- e. For a project site adjacent to a conservation area, the permittee must request a letter from the organization responsible for management of the area. The response letter must identify recommended measures to protect the area from impacts that may occur as a result of the development. A copy of the request and any response received from the organization must be submitted to the District with the notification.
- f. Stormwater management facilities may not be constructed in a linear body of water such as a river, or perennial, intermittent or ephemeral stream or creek, unless there is substantial evidence that the project will provide a benefit to the aquatic system. Potential benefits could include water quality improvements at headwaters of the watershed, or promotion of wildlife habitat, feeding and breeding areas.
- g. The project must employ permanent, post-construction Best Management Practices (BMPs) to protect water quality, preserve natural hydrology and minimize the overall impacts of the project on aquatic resources. BMPs must be considered at the earliest planning stages of the project. Please note that temporary soil erosion and sediment control (SESC) measures are not considered permanent BMPs.

To the greatest extent practicable, the activity should be designed such that stormwater does not directly discharge into waters of the U.S. For each location where stormwater discharges towards a jurisdictional wetland or stream, provide a written narrative discussing opportunities to implement permanent BMPs. The type of BMPs proposed should be based on the scope of work, the change in impervious surface runoff discharging to the waters of the U.S., and the overall direct impacts to waters of the U.S. resulting from the proposed work.

- h. The permittee must establish and/or enhance an upland buffer of appropriate native plants adjacent to all created, restored, enhanced or preserved waters of the U.S., including but not limited to: wetlands, rivers, streams, creeks, ponds and lakes. However, the construction or installation of the support towers, poles, footing, anchors and appurtenant structures for overhead and/or underground utility lines are exempt from this upland buffer requirement.
- i. The discharge of dredged or fill material may not consist of unsuitable material. Material discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

Unsuitable materials include but are not limited to: trash, debris, asphalt, and creosote treated wood (i.e. for support poles and towers).

- j. The permittee is required to restore the construction area to pre-construction conditions, including grading the disturbed areas to the original contours and revegetating with appropriate native vegetation immediately upon completion of the project. The restoration plan must be submitted with the notification. A 1-foot contour topographic map of the project area may be required on a case-by-case basis.
- k. The construction zone for linear utility line projects must be limited to a width of 50 feet. All designated work area(s), including construction staging areas, must be drawn onto the submitted construction plans and clearly labeled. Equipment storage or staging areas may not occur in wetlands or waters of the U.S.
- l. Mechanized clearing of vegetation in the utility corridor must be conducted no more than seven (7) calendar days preceding installation of the utility line in that segment of the corridor. Vegetation may not be cleared along the entire corridor prior to installation of the utility line.
- m. For utility line projects, directional drilling (regulated in Section 10 waters only) or dry crossing techniques, such as fluming, must be used for utility line projects if the waterbody to be crossed contains perennial flow. The construction drawings and project narrative must depict the location of all construction access areas, dewatering pits, jacking and receiving pit locations. Steps must be taken for the removal and disposal of bentonite slurry, a by-product of installation.
- n. Notification must include a contingency plan when the project involves directional boring or horizontal directional drilling (HDD) beneath waters of the U.S., including wetlands. The contingency plan must discuss actions to stabilize the work area (prior, during and post-construction), to employ alternative construction methods, and the process to obtain additional permits necessary to complete the project. The contractor must closely monitor the project for the unintentional discharges of drilling fluids. Monitoring activities during drilling operations must include visual inspection along the drill path, fluid return pit(s), and wetland/waterbody surfaces for evidence of a release, as well as documentation of all drilling fluid products. Any discharge of drilling material into waters of the U.S. must be reported to the Corps within 24 hours. You must implement the approved contingency plan immediately upon discovery of an unauthorized discharge. Restoration and/or mitigation may be required as result of any unintended discharge.
- o. This RP authorizes, to the extent that DA authorization is required, temporary structures, fills, and work necessary for the remediation of inadvertent returns of drilling muds to waters of the United States through sub-soil fissures or fractures (i.e., frac-outs) that might occur during horizontal directional drilling activities to install or replace utility lines. These remediation activities must be done as soon as practicable to restore the affected waterbody. District engineers may add special conditions to this RP to require a remediation plan for addressing inadvertent returns of drilling muds to waters of the United States during horizontal directional drilling activities for the installation or replacement of utility lines.
- p. Material resulting from trench excavation may be temporarily (up to 30 days) sidecast into wetlands provided that the material is contained using appropriate soil erosion and sediment control measures. Excavated materials may not be temporarily sidecast in waterways. Revegetation of all disturbed areas is required.

- q. Utility lines must not adversely alter the existing hydrology of waters of the U.S., including wetlands. In wetland areas, utility line trenches must be lined with clay or other impervious materials or structures (such as cut-off walls) to ensure that the utility trench does not alter the hydrology nor drain waters of the U.S. In order to prevent a French drain effect, gravel bedding cannot be used as backfill material in the trench. The method chosen to prevent the draining of wetlands must be drawn onto the construction plans and clearly labeled.
- r. In wetland areas, the trench must be backfilled with topsoil excavated from the trench in the same stratification in which it was removed. For example, the upper horizon of the wetland soil must be placed back at the ground surface to allow for successful revegetation of wetland plants.
- s. All disturbed areas of the project (i.e. utility corridor, construction access and storage areas, disturbed slopes and streambanks, etc.) must be stabilized (e.g., blanketed and seeded) immediately upon completion of construction activities in any one segment of the project. In no case may soil stabilization be delayed until the project is completed.
- t. All temporary construction activities must adhere to the requirements of items c through g of Regional Permit 7 (Temporary Construction Activities) and must be addressed in writing and submitted with the notification.



Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
www.dnr.illinois.gov

JB Pritzker, Governor
Colleen Callahan, Director

Office of Water Resources, Michael A. Bilandic Building, 160 N. LaSalle St., S-703, Chicago, IL 60601

September 7, 2021

Paul Moyano
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

Dear Mr. Moyano,

Enclosed is Illinois Department of Natural Resources, Office of Water Resources (Department) Permit LM20210008 and Illinois Environmental Protection Agency (IEPA), March 9, 2021, Final Determination Letter authorizing the installation of a new water intake pipe, in Lake Michigan, at the City of Evanston water plant, 555 Lincoln Street, Evanston, IL 60201.

If any changes in the location or plans of the work are found necessary, revised plans should be submitted promptly to the Department and IEPA so that approval is received prior to the beginning of the work.

If you have any questions, feel free to contact me at 312-793-5947 or james.casey@illinois.gov.

Sincerely,

A handwritten signature in blue ink that reads "James P. Casey".

James P. Casey, Chief
Lake Michigan Management Section

Enclosures:

cc: Corps of Engineers (Soren Hall), w/enclosures
IEPA (Francisco Herrera), w/enclosures
Stantec (Rick Bolliger), w/enclosures



PERMIT NO. LM2021008

DATE: September 7, 2021

State of Illinois
Department of Natural Resources, Office of Water Resources
and
Illinois Environmental Protection Agency

Permission is hereby granted to: **City of Evanston**
2100 Ridge Avenue
Evanston, IL 60201

For the installation of a 60 in. diameter water intake pipe and inlet structure, in Lake Michigan, at 555 Lincoln Street, Evanston, IL 60201. The project is located in the northeast quarter of Section 7, township 41 north, range 14 east in the 3rd principle meridian, in Cook County.

In accordance with an application dated **April 1, 2021**, and the plans and specifications entitled:

36"/42" RAW WATER INTAKE REPLACEMENT: LOCATION MAP, DRAWING NO. G-001; SITE STAGING PLAN, DRAWING NO. G-004; EROSION CONTROL DETAILS, DRAWING NO. G-005; GENERAL CIVIL NOTES AND SYMBOLS, DRAWING NO. C-001; SITE UTILITY AND DEMOLITION PLAN, DRAWING NO. C-005; SITE PLAN, DRAWING NO. C-006; YARD PIPE SECTIONS, DRAWING NO. C-007; INTAKE PLAN, DRAWING NO. C-011; INTAKE PIPE PLAN & PROFILE-I, DRAWING NO. C-012; INTAKE PIPE PLAN & PROFILE-II, DRAWING NO. C-013; INTAKE STRUCTURE PLAN AND SECTION, DRAWING NO. C-014; INTAKE DETAILS, DRAWING NO. C-015; SHEET PILING SECTION AND DETAILS, DRAWING NO. C-017; ALL DRAWINGS DATED FEBRUARY 2021; ALL SHEETS RECEIVED MAY 7, 2021.

Examined and Recommended:

James P. Casey, Chief
Lake Michigan Management Section

Approval Recommended:

Loren Wobig, Director
Office of Water Resources

Approved:

Colleen Callahan, Director
Department of Natural Resources

This PERMIT is subject to the terms and special conditions contained herein and in the attached NOTICE OF FINAL DETERMINATION of the Illinois Environmental Protection Agency. This PERMIT is not valid unless a NOTICE OF FINAL DETERMINATION of the Illinois Environmental Protection Agency as required by Section 39(a) of the Environmental Protection Act is attached.

THIS PERMIT IS SUBJECT TO THE FOLLOWING CONDITIONS:

- 1) This permit is granted in accordance with the Rivers, Lakes and Streams Act, "615 ILCS 5," and the Environmental Protection Act "415 ILCS 5/1."
- 2) This permit does not convey title to the permittee or recognize title of the permittee to any submerged or other lands, and furthermore, does not convey, lease or provide any right or rights of occupancy or use of the public or private property on which the activity or any part thereof will be located, or otherwise grant to the permittee any right or interest in or to the property, whether the property is owned or possessed by the State of Illinois or by any private or public party or parties.
- 3) This permit does not release the permittee from liability for damage to persons or property resulting from the work covered by this permit and does not authorize any injury to private property or invasion of private rights.
- 4) This permit does not relieve the permittee of the responsibility to obtain other federal, state or local authorizations required for the construction of the permitted activity; and if the permittee is required by law to obtain approvals from any federal or other state agency to do the work, this permit is not effective until the federal and state approvals are obtained. . . If construction does not begin within two years of the date of this permit, the permittee must submit the project to EcoCAT (<http://dnr.illinois.gov/EcoPublic/>) for an updated consultation under the Illinois Endangered Species Protection Act and the Illinois Natural Areas Preservation Act.
- 5) The permittee shall, at the permittee's own expense, remove all temporary piling, cofferdams, false work, and material incidental to the construction of the project from Lake Michigan. If the permittee fails to remove such structures or materials, the Department may have removal made at the expense of the permittee.
- 6) In public waters, if future need for public navigation or other public interest by the state or federal government necessitates changes in any part of the structure or structures, such changes shall be made by and at the expense of the permittee or the permittee's successors as required by the Department or other properly constituted agency, within sixty (60) days from receipt of written notice of the necessity from the Department or other agency, unless a longer period of time is specifically authorized.
- 7) The execution and details of the work authorized shall be subject to the review and approval of the Department and/or the Agency. Department and Agency personnel shall have the right of access to accomplish this purpose.
- 8) Starting work on the activity authorized will be considered full acceptance by the permittee of the terms and conditions of the permit.
- 9) The Department and Agency in issuing this permit have relied upon the statements and representations made by the permittee; if any substantive statement or representation made by the permittee is found to be false, this permit will be revoked and when revoked, all rights of the permittee under the permit are voided.
- 10) The permittee and the permittee's successors shall make no claim whatsoever to any interest in any accretions caused by the activity.
- 11) In issuing this permit, the Department and Agency do not ensure the adequacy of the design or structural strength of the structure or improvement.
- 12) Noncompliance with the conditions of this permit will be considered grounds for revocation.
- 13) If the construction activity here permitted is not completed on or before **December 31, 2024**, this permit shall cease and be null and void. When all work is constructed, the permittee shall notify the Department so that a final inspection can be completed.

SPECIAL CONDITIONS:

- A. Conditions (1-13) of the March 9, 2021 Illinois Environmental Protection Final Determination Letter.
- B. Notify the Department at 312 793-5947 when the project has been completed.



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

JB PRITZKER, GOVERNOR

JOHN J. KIM, DIRECTOR

217/782-3362

March 9, 2021

IDNR/Office of Water Resources
Lake Michigan Management Section
160 N. LaSalle Street, Suite S-703
Chicago, IL 60601

RECEIVED

MAR 17 2021

Dept. of Natural Resources
Office of Water Resources

Re: City of Evanston – 1909 Raw Water Intake Replacement (Cook County)
Log No. 2021-66009
Bureau ID # W0310810001
Final Determination #: 2021-LM-66009

Sir or Madam:

This Agency received a request on January 7, 2021 from City of Evanston requesting necessary comments concerning the proposed installation of approximately 5,500 feet raw water intake structure on Lake Michigan near Evanston. We offer the following comments.

Based on the information included in this submittal, it is our engineering judgment that the proposed project may be completed without causing water pollution as defined in the Illinois Environmental Protection Act, provided the project is carefully planned and supervised.

These comments are directed at the effect on water quality of the construction procedures involved in the above described project and are not an approval of any discharge resulting from the completed facility, nor an approval of the design of the facility. These comments do not supplant any permit responsibilities of the applicant toward the Agency.

This Agency hereby issues Final Determination under Section 39 of the Illinois Environmental Protection Act, subject to the applicant's compliance with the following conditions:

1. The applicant shall not cause:
 - a. violation of applicable water quality standards of the Illinois Pollution Control Board, Title 35, Subtitle C: Water Pollution Rules and Regulations;
 - b. water pollution defined and prohibited by the Illinois Environmental Protection Act;
 - c. interference with water use practices near public recreation areas or water supply intakes; or
 - d. violation of applicable provisions of the Illinois Environmental Protection Act.
2. The applicant shall provide adequate planning and supervision during the project construction period for implementing construction methods, processes and cleanup procedures necessary to prevent water pollution and control erosion.
3. The proposed work shall be constructed with adequate erosion control measures in accordance with the current version of the "Illinois Urban Manual" found at <https://illinoisurbanmanual.org/> to prevent transport of sediment and material into Lake Michigan.

4. Asphalt, bituminous material and concrete with protruding material such as reinforcing bar or mesh shall not be 1) used for backfill, 2) placed on shorelines/streambanks, or 3) placed in waters of the State.
5. The fill material used in Lake Michigan shall be predominantly sand or larger size material, with <20% passing a #230 U. S. sieve.
6. All material excavated which is not being used as backfill in accordance with the application documents shall be stored or disposed of in self-contained areas with no discharges to waters of the State.
7. Dewatering of the construction site is authorized provided the dewatering activity is limited to the immediate work area within a coffer dam or otherwise isolated from waters of the State, and the work site dewatering structure is free from sources of contamination. Dewatering activities shall incorporate Best Management Practices in accordance with the Illinois Urban Manual or as otherwise appropriate to [minimize discoloration of the receiving waters and meet applicable water quality standards.] ensure that return flows from the dewatering activity are free of unnatural turbidity and floating debris of and otherwise meet applicable water quality standards. Dewatering or discharge of flush water from construction of drilled piers or boreholes is not authorized and must be conducted in accordance with an NPDES permit issued by this Agency.
8. Fill material used for temporary work areas in Lake Michigan shall consist of clean coarse aggregate and shall be removed entirely upon project completion. Material excavated or dredged from Lake Michigan shall not be used to construct the temporary work areas.
9. Construction activities shall be conducted in a manner to minimize resuspension of materials in the water column. Techniques such as careful equipment use, construction during favorable weather conditions that minimize turbulence and transport of suspended contaminants and other methods such as turbidity curtains should be used as necessary to minimize re-suspension of sediment material. Turbidity curtains shall be used in accordance with the current version of the "Illinois Urban Manual" <https://illinoisurbanmanual.org/> Practice Standard for Floating Silt Curtain (no. 917).
10. All construction equipment and material that enters Lake Michigan shall be free of contaminants of any kind including, but not limited to: sludge, clay, dirt, oil, grease, organic matter, or any other pollutant that would produce offensive conditions or otherwise violate water quality standards.
11. All hydraulic machinery used for this activity and deployed in or immediately adjacent to Lake Michigan shall utilize biodegradable or bio-based hydraulic fluids to minimize pollution in the case of broken or leaking hydraulic equipment.
12. The applicant shall ensure that a Spill Response Plan is in place which shall detail procedures for managing the accidental release of petroleum, oil, and lubricant products to the aquatic environment during construction. Absorbent pads, containment booms and skimmers shall be available to facilitate the cleanup of petroleum spills. In the event that floating hydrocarbon (oil, gas) products are observed, the applicant or his designated individual will be responsible for directing that in-water work be halted so that appropriate corrective measures are taken in accordance with the Oil Spill Response Plan prior to resuming work.
13. A case-specific Section 401 water quality certification may be required by the Agency for your project in conjunction with a Section 404 permit issued by the U.S. Army Corps of Engineers.

Page No. 3

Final Determination #: 2021-LM-66009

Log No. 2021-66009

This final determination becomes effective when the Illinois Department of Natural Resources, Office of Water Resources, includes the above conditions # 1 through # 13 as conditions of the requested permit pursuant to Section 39 of the Illinois Environmental Protection Act and Chapter 19, par. 65, Ill. Rev. Stat.

This Section 39 final determination does not grant immunity from any enforcement action found necessary by this Agency to meet its responsibilities in prevention, abatement, and control of water pollution.

Sincerely,



Darin E. LeCrone, P.E.
Manager, Industrial Unit, Permit Section
Division of Water Pollution Control

DEL:FJH:2021-66009_401 WQ Certification.docx

cc: IEPA, Records Unit
IEPA, DWPC, FOS, Des Plaines
City of Evanston, Attn: Paul Moyano, 2100 Ridge Ave., Evanston, IL 60201
FJH



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

JB PRITZKER, GOVERNOR

JOHN J. KIM, DIRECTOR

~~MAY 28 2021~~

U.S. Army Corps of Engineers
Chicago District, Regulatory Branch
231 South LaSalle Street, Suite 1500
Chicago, Illinois 60604

Subject: Clean Water Act Section 401 Certification Request
RE: City of Evanston 1909 Raw Water Intake Replacement, Cook County
Illinois EPA Log No.: C-0005-21 / Federal Agency Permit No.: LRC-2019-597
Bureau of Water ID#: W0310810001

Sir or Madam:

The Illinois Environmental Protection Agency (Agency) received a request for water quality certification subject to Section 401 of the federal Clean Water Act from the City of Evanston on Monday, March 1, 2021 concerning the subject project. This request was submitted pursuant to a Department of the Army, Corps of Engineers permit request subject to provisions of Section 404 of the Clean Water Act (33 U.S.C. 1344). The project activity would result in the temporary impact of approximately 2.8 acres and permanent impact of approximately 0.094 acres on Lake Michigan. As a consequence of this activity the project proponent would install a 60-inch concrete cylindrical pipe extending approximately 5,500 feet from the City of Evanston Water Treatment Plant on Lake Michigan. This activity is described in the application material titled:

“2020-12-29_ evanston_intake_joint_permit_application_submitted.pdf”, “LRC-2019-597_2020_01_06_Application_Form.pdf”, “2021-02-25_ evanston_intake_joint_permit_application_REVISED_Att_4_SENSITIVE_INFRASTRUCTURE.pdf”, “2021-02-25_LRC-2019-597_ evanston_intake_response_to_agency_comments.pdf”, “2021-02-25_ evanston_intake_joint_permit_application_REVISED.pdf”, “2021-04-01_ evanston_intake_joint_permit_application_REVISED.pdf”, “2021-04-15 Alternative Assessment r2.pdf” received on January 7, 2021, February 25, 2021, April 1, 2021, April 15, 2021, and April 21, 2021.

Based on the application material, it is the judgment of this office that the proposed project may be completed without causing water pollution as defined in the Illinois Environmental Protection Act and will comply with applicable provisions of Sections 301, 302, 303, 306 and 307 of the Clean Water Act, provided the project is carefully planned, supervised and is performed in compliance with conditions specified in this water quality certification.

This Agency hereby issues certification under Section 401 of the Clean Water Act (PL 95-217), subject to the conditions identified below. This certification becomes effective when the Department of the Army, Corps of Engineers includes the following conditions no. 1 through no. 6 as conditions of the requested permit pursuant to Section 404 of PL-95-217. These conditions are directed at the effect on water quality of the construction procedures involved in the above described project and are not an approval of any discharge resulting from the completed facility, nor an approval of the design of the facility. These conditions do not supplant any permit responsibilities of the applicant toward the Agency. Any modifications to the project which are not described in the application material or specified by conditions below are not authorized.

2125 S. First Street, Champaign, IL 61820 (217) 278-5800
2009 Mall Street Collinsville, IL 62234 (618) 346-5120
9511 Harrison Street, Des Plaines, IL 60016 (847) 294-4000
595 S. State Street, Elgin, IL 60123 (847) 608-3131

2309 W. Main Street, Suite 116, Marion, IL 62959 (618) 993-7200
412 SW Washington Street, Suite D, Peoria, IL 61602 (309) 671-3022
4302 N. Main Street, Rockford, IL 61103 (815) 987-7760

Water Quality Certification

IEPA Log no.: C-0012-21

Page 2 of 4

Water Quality Condition No. 1. General.

The applicant shall provide adequate planning and supervision for construction methods, processes, and cleanup procedures necessary to prevent water pollution and control erosion. The discharge and associated activity shall not cause:

- a. violation of applicable water quality standards of the Illinois Pollution Control Board, Title 35, Subtitle C, Water Pollution Rules and Regulations;
- b. water pollution defined and prohibited by the Illinois Environmental Protection Act;
- c. interference with water use practices near public recreation areas or water supply intakes; or
- d. violation of applicable provisions of the Illinois Environmental Protection Act.

In accordance with 40 CFR Part 121.7(d), the Agency has determined that condition no. 1 is necessary for the following reason: Per 415 ILCS 5/11, the purpose of Illinois water quality requirements are to restore, maintain and enhance the purity of the waters of this State in order to protect health, welfare, property, and the quality of life, and to assure that no contaminants are discharged into the waters of the State without being given the degree of treatment or control necessary to prevent pollution, or without being made subject to such conditions as are required to achieve and maintain compliance with State and federal law.

Water Quality Condition No. 2. Hydraulic Machinery.

All hydraulic machinery utilized for the permitted activity and used in or immediately adjacent to waters of the State shall utilize biodegradable or bio-based hydraulic fluids to minimize pollution in the case of broken or leaking hydraulic equipment. More information about environmentally acceptable alternatives are available at:

https://www3.epa.gov/npdes/pubs/vgp_environmentally_acceptable_lubricants.pdf

In accordance with 40 CFR Part 121.7(d), the Agency has determined that condition no. 2 is necessary for the following reason: Release or discharge of petroleum based hydraulic fluid to the aquatic environment constitutes a substantial danger to the environment or human health or welfare. Such discharges to the waters of Illinois so as to cause or tend to cause water pollution in Illinois or discharge to land so as to create a water pollution hazard are expressly prohibited under [415 ILCS 5/39(a) and (d)] Illinois Environmental Protection Act Section 12(a) and (d).

Water Quality Condition No. 3. Spill Response Plan.

The applicant shall ensure that a spill avoidance and response plan has been developed and implemented for management of accidental releases of petroleum products to the aquatic environment during construction and for emergency notification of applicable downstream water supply operators and the Illinois EPA. Absorbent pads, containment booms and skimmers shall be available to facilitate the cleanup of petroleum spills. If floating hydrocarbon (oil and gas) products are observed, the proponent or their designee will be responsible for directing that work be halted so that appropriate corrective measures are taken in accordance with the plan prior to resuming work. For the purposes of this certification, "petroleum" means crude oil, refined petroleum, intermediates, fractions or constituents of petroleum, oil sheens, lubricants, and any other form of oil or petroleum.

In accordance with 40 CFR Part 121.7(d), the Agency has determined that condition no. 3 is necessary for the following reason: Appropriate and timely response to releases or threats of release of petroleum could prevent or attenuate substantial danger to the environment or human health or welfare. Such discharges to the waters of Illinois so as to cause or tend to cause water pollution in Illinois or discharge to land so as to create a water pollution hazard are expressly prohibited under [415 ILCS 5/39(a) and (d)] the Illinois Environmental Protection Act Sections 12(a) and (d).

Water Quality Certification

IEPA Log no.: C-0012-21

Page 3 of 4

Water Quality Condition No. 4. Construction Site Dewatering

Dewatering of a construction site is authorized provided the dewatering activity is limited to the immediate work area within a cofferdam or otherwise isolated from waters of the State, and the work site is free from sources of contamination including those of natural origin. Dewatering activities shall incorporate Best Management Practices in accordance with the current edition of the "Illinois Urban Manual" <https://illinoisurbanmanual.org/> Practice Standard for Dewatering (no. 813) or as otherwise appropriate to ensure that return flows from the dewatering activity are free of unnatural turbidity and floating debris and meet applicable water quality standards. Dewatering or discharge of flush water from construction of drilled piers or boreholes is not authorized and must be conducted in accordance with an NPDES permit issued by the Illinois EPA.

In accordance with 40 CFR Part 121.7(d), the Agency has determined that condition no. 4 is necessary for the following reason: Implementation of measures that address discharge of accumulated seepage or precipitation from construction site excavations are necessary to prevent water pollution as defined by [415 ILCS 5/11] Illinois Environmental Protection Act and meet requirements of the construction site Storm Water Pollution Prevention Plan if required pursuant to 40 CFR 122.26.

Water Quality Condition No. 5. Equipment within Waterbody

All construction equipment and material that enter the waterbody shall be free of contaminants of any kind including, but not limited to: sludge, clay, dirt, oil, grease, organic matter, or any other pollutant that would produce offensive conditions or otherwise violate water quality standards.

In accordance with 40 CFR Part 121.7(d), the Agency has determined that condition no. 5 is necessary for the following reason: Equipment and materials entering a waterbody tend to contribute to water pollution if contaminants are not removed prior to entering the waterbody pursuant to 35 Ill. Admin. Code Section 302.515.

Water Quality Condition No. 6. Construction within Waterway

Construction activities shall be conducted in a manner to minimize resuspension of materials in the water column. Techniques such as careful equipment use, construction during favorable weather conditions that minimize turbulence and transport of suspended contaminants and other methods such as turbidity curtains should be used as necessary to minimize re-suspension of sediment material. Turbidity curtains shall be used in accordance with the current version of the "Illinois Urban Manual" <https://illinoisurbanmanual.org/> Practice Standard for Floating Silt Curtain (no. 917).

In accordance with 40 CFR Part 121.7(d), the Agency has determined that condition no. 6 is necessary for the following reason: Implementation of measures to address resuspension of materials in a construction site are necessary to prevent water pollution pursuant to 35 Ill. Admin. Code Section 302.515.

Water Quality Condition No. 7. Temporary Structures and Work

Temporary work pads, cofferdams, access roads and other temporary fills are approved provided that such activities are constructed with clean coarse aggregate or non-erodible non-earthen fill material that will not cause siltation. Sandbags, pre-fabricated rigid materials, sheet piling, inflatable bladders and fabric lined basins may be used for temporary facilities. Temporary fills within streams, creeks or rivers shall utilize adequate bypass measures (i.e. dam and pump, flumes, culverts, etc.) to minimize sedimentation and erosion and to maintain normal stream flow during construction.

Water Quality Certification


IEPA Log no.: C-0012-21

Page 4 of 4

In accordance with 40 CFR Part 121.7(d), the Agency has determined that condition no. 7 is necessary for the following reason: Implementation of measures to address temporary impacts, will ensure protection of existing uses and no more than temporary disturbances and/or pollutant loading will occur pursuant to 35 Ill. Admin. Code Sections 302.203, 395.204, and 395.401(b).

This Section 401 water quality certification does not grant immunity from any enforcement action found necessary by this Agency to meet its responsibilities in prevention, abatement, and control of water pollution.

Sincerely,



Darin E. LeCrone, P.E.

Manager, Permit Section

Division of Water Pollution Control

Illinois Environmental Protection Agency

CC: Applicant
Consultant
IDNR
FOS
BOW_File

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SECTION 01 26 13 – REQUESTS FOR INFORMATION

PART 1 -- GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

- A. This Section specifies the general methods and requirements of Requests for Information (RFIs).

1.2 RELATED WORK

- A. Additional requirements may be specified in the General Conditions.
- B. Submittals are included in Section 01 33 00.

1.3 REQUESTS FOR INFORMATION

- A. When the Contractor believes that additional information or clarification of a contract requirement is needed, it may initiate a Request for Information.
- B. RFIs may relate to Technical matters or Administrative matters. The RFI process shall be limited to the clarification of technical and/or administrative matters. While the response to an RFI might lead to a change in the contract scope, cost or time, RFIs are not a substitute to the notification requirements stipulated in the General Conditions.
- C. A response to an RFI may authorize minor changes to the contract consistent with the terms of the contract related to the responsibilities and limitations of authority of the Engineer.
- D. A response to an RFI is not an authorization to perform any additional work that would require that change order or written amendment to the contract. If the Contractor believes the response an RFI requires a change to the contract, Contractor shall promptly provide written notice to the Owner and Engineer in accordance with the General Conditions.
- E. RFIs are not a substitute for the Submittals process specified elsewhere.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION

3.1 ORIGINATION

- A. The Contractor shall originate RFIs electronically using a form supplied by the Owner.
 - 1. RFIs shall be numbered consecutively. In the event that an answered RFI results in a follow-up inquiry, the follow-up shall maintain the same number as the original, appended with a suffix.
 - 2. Include Specification Section(s), Drawing(s), or detail(s) for which information is requested.
 - 3. Attach drawings, sketches, photographs, video, survey and field data, or other relevant information.

4. If the question concerns an interpretation of the Contract Documents, enter the Contractor's interpretation.
 5. Indicate the date by which the Contractor requests a reply.
 6. Sign the upper portion of the form.
- B. RFIs may not be submitted by subcontractors or suppliers. When a subcontractor or supplier generates a request for information or clarification to the Contractor, Contractor shall incorporate such requests into the required format, assign the next number, and sign.
- C. Contractor shall maintain a log of all RFIs including the date originated, date delivered, and date answered.

3.2 PROCESSING

- A. Contractor shall submit all RFIs to the Engineer for processing.
- B. Technical RFIs will generally be reviewed and answered by the respective discipline engineer or architect.
- C. Administrative RFIs will generally be reviewed and answered by the Engineer in consultation with the Owner.
- D. The Engineer will generally respond to RFIs within seven calendar days of receipt – depending on the complexity of the inquiry.

3.3 RESPONSES

- A. If the RFI contains sufficient clarity, the Engineer will insert a response in the lower portion of the RFI form, sign and date the response; and, return the completed form to the Contractor.
- B. If the RFI does not contain sufficient clarity, the Engineer may request additional information from the Contractor.
- C. Engineer will distribute copies to the Owner and project files.
- D. Engineer will maintain a log of all RFIs including the date received and date returned to Contractor.

3.4 RECORD INFORMATION

- A. Contractor shall include all clarifications obtained through the RFI process into the record information in accordance with Section 01 78 39.

END OF SECTION

SECTION 01 26 63 – CHANGE ORDER PROCEDURES

PART 1 -- GENERAL

1.1 THE SUMMARY

- A. Promptly implement Change Order procedure.
 - 1. Provide full written data required to evaluate changes.
 - 2. Maintain detailed records of Work done on a time and materials/force account basis.
 - 3. Provide full documentation to the ENGINEER on request.
- B. Designate in writing the member of the CONTRACTOR's organization:
 - 1. Authorized to accept changes in the Work.
 - 2. Responsible for informing others in the CONTRACTOR's employ of the authorization of changes in the Work.
- C. The OWNER will designate in writing the person authorized to execute Change Orders.
- D. Related Sections:
 - 1. Change Order Form is included in Section 00 66 30.
 - 2. Applications for Payment are included in Section 01 29 83.
 - 3. Schedule of Values is included in Section 01 29 73.

1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Section 01 33 00 – Contractor Submittals

1.3 DEFINITIONS

- A. Change Order: See the General Conditions and the Supplementary Conditions of the Contract Documents.
- B. Field Order: See the General Conditions and the Supplementary Conditions of the Contract Documents.
- C. Changes in the Work: See the General Conditions and the Supplementary Conditions of the Contract Documents.
- D. Construction Change Authorization: A written order to the CONTRACTOR, signed by the OWNER and the ENGINEER (if applicable), which amends the Contract Documents as described, and authorizes the CONTRACTOR to proceed with a change which affects the Contract Sum and/or the Contract Time, for inclusion in a subsequent Change Order.

1.4 PRELIMINARY PROCEDURES

- A. The OWNER or the ENGINEER (if applicable) may initiate changes by submitting a written Proposal Request to the CONTRACTOR. Such requests will include the following:

1. Detailed description of the Change, products, and location of the change in the project.
 2. Supplementary or revised Drawings and Specifications.
 3. The projected time span for making the change, and a specific statement as to whether overtime work is or is not authorized.
 4. A specific period of time during which the requested price will be considered valid.
 5. Such request is for information only, and is not an instruction to execute the changes, nor to stop Work in progress.
- B. The CONTRACTOR may initiate changes by submitting a written notice to the OWNER and the ENGINEER (if applicable) containing the following:
1. Description of the proposed changes.
 2. Statement of the reason for making the changes.
 3. Statement of the effect on the Contract Sum and the Contract Time.
 4. Statement of the effect of the Work on other prime CONTRACTORS.
 5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.
- 1.5 CONSTRUCTION CHANGE AUTHORIZATIONS AND WORK DIRECTIVES
- A. In lieu of a Proposal Request, the OWNER or the ENGINEER (if applicable) may issue a construction change authorization or a Work Directive for the CONTRACTOR to proceed with a change for subsequent inclusion in the next Change Order.
 - B. The Authorization or Directive will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Contract Sum and any change in the Contract Time.
 - C. The OWNER and the ENGINEER (if applicable) will sign and date the Construction Change Authorization or Work Directive as authorization for the CONTRACTOR to proceed with the changes.
 - D. The CONTRACTOR shall sign and date the Construction Change Authorization or Work Directive to indicate agreement with the terms therein.
- 1.6 DOCUMENTATION OF PROPOSALS AND CLAIMS
- A. Support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow the OWNER and the ENGINEER to evaluate the quotation.
 - B. On request , provide additional data to support time and cost computations for:
 1. Labor required.

2. Equipment required.
3. List of materials and equipment to be installed.
4. Products required:
 - a. Recommended sources of purchase and unit costs.
 - b. Quantities required.
5. Taxes, insurance and bonds.
6. Credit for Work deleted from the Contract, similarly documented.
7. Overhead and Profit.
8. Justification for any change in Contract Time.
9. Consumable supplies, fuels, and materials.
10. Subcontractors or Supplier Costs.
11. Royalties and patent fees.
12. Field office costs; and
13. Other items of cost.

C. Support each claim for additional costs, and for Work done on a time-and-material/force account basis, with documentation as required for a lump sum proposal, plus additional information as follows:

1. Name of OWNER's authorized agent who ordered the Work.
2. The date of the order.
3. Dates and times Work was performed and by whom.
4. Time records, summary of hours worked, and hourly rates paid.
5. Receipts and invoices for:
 - a. Equipment used, listing dates and times of use.
 - b. Products used, listing quantities.
 - c. Subcontractors.

1.7 PREPARATION OF CHANGE ORDERS

- A. The OWNER or the ENGINEER (if applicable) will prepare each Change Order on the form provided in the contract documents.
- B. The Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the changes.

- C. Change Order will provide an accounting of the adjustment in the Contract Sum and/or the Contract Time.

1.8 LUMP-SUM/FIXED PRICE CHANGE ORDER

- A. Content of Change Orders will be based on either:
 - 1. The Proposal Request and the CONTRACTOR's responsive Proposal as mutually agreed between the OWNER and the CONTRACTOR.
 - 2. The CONTRACTOR's Proposal for a change, as recommended by the ENGINEER.
- B. The OWNER and the ENGINEER (if applicable) will sign and date the Change Order as authorization for the CONTRACTOR to proceed with the changes.
- C. The CONTRACTOR shall sign and date the Change Order to indicate agreement with all of the terms therein.

1.9 TIME AND MATERIAL/FORCE ACCOUNT CHANGE ORDER/CONSTRUCTION CHANGE AUTHORIZATION

- A. The ENGINEER (if applicable) or the OWNER will issue a Construction Change Authorization directing the CONTRACTOR to proceed with the changes.
- B. At completion of the change, the CONTRACTOR shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this Section.
- C. The OWNER or the ENGINEER (if applicable) will determine the allowable costs of such Work, as provided in the General Conditions and the Supplementary Conditions of the Contract Documents.
- D. The ENGINEER (if applicable) will sign and date the Change Order to establish the change in Contract Sum and/or Contract Time.
- E. The OWNER and the CONTRACTOR will sign and date the Change Order to indicate their agreement therewith.

1.10 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Periodically revise the Schedule of Values and Application for Payment forms to record each change as a separate item of Work, and to record the adjusted Contract Sum.
- B. Periodically revise the Construction Schedule to reflect each change in Contract Time:
 - 1. Revise sub-schedules to show changes for other items of Work affected by the changes.
- C. Upon completion of Work under a Change Order, enter pertinent changes in Record Documents.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 29 00 - MEASUREMENT AND PAYMENT

PART 1 -- GENERAL

1.1 THE SUMMARY

- A. Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Illinois Department of Labor and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefor shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

1.2 Lump sum for all WORK (Bid Item No. 1)

- A. Measurement shall be based upon the completion of all WORK per contract documents other than detailed in Bid Item No. 2.
- B. Payment for WORK shall be made in accordance with Section 01 29 73 – Schedule of Values.

1.3 Lump sum for all INTAKE HEATING SYSTEM (Bid Item No. 2)

- A. Measurement shall be based upon the completion of all WORK per contract document requirements for fabrication, delivery, and startup of the intake heating system for the new intake.
- B. Payment for the intake heating system will be made at the lump sum price in the Bid Schedule under Item No. 2, which price shall constitute full compensation for insurance, mobilization and demobilization, permits, labor, equipment, supervision, materials, testing, contract requirements, for construction of the new intake heating system.

1.4 ALLOWANCE TO PROVIDE INSTRUMENTATION AND CONTROLS INTREGRATION CONTRACTOR (Bid Item No. 3)

- A. The Contractor shall include in his bid an allowance sum of twenty thousand dollars (\$20,000) for hiring the instrumentation and controls integration contractor. Work under this item is a fixed amount Allowance for furnishing the subcontractor for the instrumentation and controls integration. The Contractor shall hire Concentric Integration, Illinois, Mike Klein: phone: 815-444-3240, email: mklein@goconcentric.com.

1.5 GENERAL ALLOWANCE (Bid Item No. 4)

- A. The Contractor shall include in their bid an allowance sum of \$500,000.00 to be authorized by the OWNER at their sole discretion. The Contractor should assume that this allowance will not be used.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 01 29 73 - SCHEDULE OF VALUES

PART 1 -- GENERAL

1.1 THE SUMMARY

- A. This Section defines the process whereby the Schedule of Values (lump sum price breakdown) shall be developed and incorporated into the cost loading function of the CPM Schedule in accordance with the requirements of Section 01 32 16 – CPM Construction Schedule.
- B. Monthly progress payment amounts will be determined from the monthly progress updates of the CPM Schedule activities.
- C. Develop the Schedule of Values independent of but simultaneous with the development of the CPM Schedule activities and logic.
- D. Contractor shall submit progress surveys with each pay application for work done during the corresponding pay application period.

1.2 PRELIMINARY SCHEDULE OF VALUES

- A. Submit a preliminary Schedule of Values for the major components of the WORK at the Preconstruction Conference in accordance with the requirements of Section 01 10 00 – Summary of Work.
- B. At a minimum, submit proposed values for the following major WORK components:
 - 1. Mobilization: 5 percent of Contract Price;
 - 2. the total value of electrical WORK;
 - 3. the total value of instrumentation and control WORK;
 - 4. the total value of land-side civil WORK inclusive of excavation, excavation/structure support, pipe installation, testing and backfill of pipe, and all incidental WORK associated with underground pipe installations;
 - 5. the total value of marine pipe installation WORK inclusive of excavation, pipe installation, testing and backfill of pipe, and all incidental WORK associated with marine pipe installations;
 - 6. the total value of the shoreline intake abandonment WORK inclusive of backfilling of the intake structure, 48" pipe and duct, and valve vault with cellular concrete; extension of existing piping within the intake structure; removal of sluice gate at Shorewell #3 and bulkhead installation; removal above grade 48" valve vault structure, and all incidental WORK associated with these the abandonment work as shown on the contract documents;
 - 7. the total value of new shoreline sheet pile system installation WORK inclusive of sheet pile and anchorage installation, protection of existing shore protection system, and all incidental WORK associated the installation of the new sheet pile system;

8. the total value of intake structure installation WORK inclusive of excavation, structure installation, placement of armor stone, backfill of pipe, and all incidental WORK associated with marine structure installations;
 - a. Final topography of lakebed restoration shall be surveyed by a Professional Land Surveyor. Final survey shall be submitted to the ENGINEER for approval.
9. the total value of mechanical WORK:
 - a. exclusive of land-side civil WORK included in Item 4 above, but including piping, valves, equipment, HVAC equipment, and appurtenances at new valve vault and existing structures;
 - b. break down this total value into separate values for each new and existing structure constructed or modified as a part of the WORK;
10. the total value of structural reinforced concrete WORK:
 - a. inclusive of excavation, dewatering, subgrade preparation, backfill, and incidental WORK for new structures;
 - b. break down this total value shall be broken down into separate values for each new structure constructed as a part of the WORK;
 - c. miscellaneous and minor concrete WORK may be listed as one item in this breakdown;
11. the total value of site civil WORK, inclusive of clearing and grubbing, paving, grading and drainage WORK, and;
12. the total value of other WORK not specifically included in the above items.

C. Review and Revisions

1. The CONTRACTOR and ENGINEER shall meet and jointly review the preliminary Schedule of Values and make any adjustments in value allocations if, in the opinion of the ENGINEER, these are necessary to establish fair and reasonable allocation of values for the major WORK components.
2. Front-end loading will not be accepted.
3. The ENGINEER may require reallocation of major WORK components from items in the above listing if in the opinion of the ENGINEER such reallocation is necessary.
4. This review and any necessary revisions shall be completed within 15 Days from the date of Notice to Proceed.

1.3 DETAILED SCHEDULE OF VALUES

- A. Prepare and submit a detailed Schedule of Values to the ENGINEER within 30 Days from the date of Notice to Proceed.
- B. Base the detailed Schedule of Values on the accepted preliminary Schedule of Values for major WORK components.

- C. Because the ultimate requirement is to develop a detailed Schedule of Values sufficient to determine appropriate monthly progress payment amounts through cost loading of the CPM Schedule activities, furnish a sufficiently detailed breakdown in order to meet this requirement.
- D. The ENGINEER will be the sole judge of acceptable numbers, details and description of values established.
- E. If, in the opinion of the ENGINEER, a greater number of Schedule of Values items than proposed is necessary, add the additional items so identified by the ENGINEER.
- F. Submit the minimum detail of breakdown of the major WORK components as follows; furnish greater detail if requested by the ENGINEER:
 - 1. Mobilization: no breakdown required;
 - 2. Section 01 32 16 – CPM Construction Schedule: break down by submittal;
 - 3. Break down the electrical WORK by structure and yard facilities, as follows:
 - a. Break down structures electrical WORK into conduit and raceway installation, cable and wire installation, electrical equipment installation, terminations, and lighting; and,
 - b. Break down yard facilities electrical WORK by duct bank designation and substations;
 - 4. Break down instrumentation and control WORK by structure;
 - 5. Yard Piping WORK:
 - a. Break down into individual pipelines running from and to Contract termination points.
 - b. Each pipeline shall be an individual pay item unless otherwise allowed by the ENGINEER.
 - 6. Break down mechanical WORK within each structure in order to identify individual piping systems, equipment installation by equipment name and number, and equipment testing and checkout.
 - 7. Break down concrete structures into excavation, subgrade preparation, and appurtenant pre-foundation WORK, concrete foundation construction, slabs on grade, walls/columns, suspended slabs, stairs, and the like (provide sufficiently detailed breakdown in order to accommodate necessary Schedule detail), hydrostatic structure testing, where required, and backfill.
 - 8. Break down civil site WORK into individual drainage piping, drainage structures, site concrete, paving, excavation cut and fill, removal of existing pipe, clearing and grubbing, and other items determined to be necessary for the establishment of pay and schedule activity items.

9. Break down marine pipe installation WORK into individual piping, trenching and fill, removal of existing pipe, and other items determined to be necessary for the establishment of pay and schedule activity items.
10. Break down intake structure installation WORK inclusive of excavation, structure installation, placement of armor stone, backfill of pipe, and all incidental WORK for the establishment of pay and schedule activity items;
11. Break down pre-commissioning and commissioning based on completion milestones for each.
12. Break down other WORK not specifically included in the above items, as necessary for the establishment of pay and schedule activity items.

G. Adjustments and Acceptance

1. The CONTRACTOR and ENGINEER shall meet and jointly review the detailed Schedule of Values within 35 Days from the date of Notice to Proceed, at which time the value allocations and extent of detail shall be reviewed in order to determine if necessary adjustments to the values are required, and to determine if sufficient detail has been proposed in order to allow acceptable cost loading of the CPM Schedule activities.
2. Make necessary adjustments to the value allocation or level of detail, and submit a revised detailed Schedule of Values within 40 Days from the date of Notice to Proceed.
3. Following acceptance of the detailed Schedule of Values, incorporate the values into the cost loading portion of the CPM Schedule.
4. Concurrently develop the CPM activities and logic with the development of the detailed Schedule of Values; however, it shall be necessary to adjust the detailed Schedule of Values to correlate to individual Schedule activities.
5. It is anticipated that instances will occur, due to the independent but simultaneous development of the Schedule of Values and the CPM Schedule activities, where interfacing these 2 documents will require changes to each document.
6. Schedule activities may need to be added to accommodate the detail of the Schedule of Values, and Schedule of Value items may need to be added to accommodate the detail of the CPM Schedule activities.
7. Where such instances arise, propose changes to the Schedule of Values and to the CPM Schedule activities in order to satisfy the CPM Schedule cost loading requirements.

1.4 CROSS-REFERENCE LISTING

- A. To assist in the correlation of the Schedule of Values and the CPM Schedule, provide a cross-reference listing to be furnished in 2 parts:
 1. In the first part, list each scheduled activity with the breakdown of the respective valued items making up the total cost of the activity; and,

2. In the second part, list the valued item with the respective schedule activity or activities that make up the total indicated cost.
- B. In the case where a number of schedule items make up the total cost for a valued item (shown in the Schedule of Values), indicate the total cost for each Schedule of Value item.
- C. Update and submit these listings in conjunction with the CPM monthly submittals as indicated in Section 01 32 16 – CPM Construction Schedule.
- D. Incorporate approved Change Orders reflected in the CPM Schedule into the Schedule of Values as a single unit identified by the Change Order number.

1.5 CHANGES TO SCHEDULE OF VALUES

- A. Changes to the CPM Schedule which additional activities not included in the original schedule but included in the original WORK (schedule omissions) shall have values assigned as approved by the ENGINEER.
- B. Reduce other activity values in order to provide equal value adjustment increases for added activities, as approved by the ENGINEER.
- C. In the event that the CONTRACTOR and ENGINEER agree to make adjustments to the original Schedule of Values because of inequities discovered in the original accepted detailed Schedule of Values, increases and equal decreases to values for activities may be made.

1.6 LIQUIDATED DAMAGES

- A. The Schedule of Values information is an integral part of the scheduling and reporting under Section 01 32 16 – CPM Construction Schedule and the progress payment information.
- B. As such, it is critical information to evaluating progress and the proper planning of the OWNER's and ENGINEER's WORK related effort as well as their financial obligations associated with the Project.
- C. Accordingly, if a submittal required by this Section is found to be incomplete or is submitted later than required, the OWNER will suffer financial loss and, accordingly, liquidated damages will be assessed against the CONTRACTOR in accordance with Article 5 of the Contractor Services Agreement.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 29 83 - APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Procedures for preparation and submittal of Applications for Payment.

1.2 FORMAT

- A. Application and Certificate for Payment included at the end of this section, or alternate form approved by ENGINEER.

- B. For each item, by specification section number and title, provide a column for listing:

1. Item Number.
2. Description of Work.
3. Scheduled Value.
4. Previous Applications.
5. Work in Place.
6. Stored Materials.
7. Authorized Change Orders.
8. Total Work Completed.
9. Materials Stored to Date of Application.
10. Percentage of Completion.
11. Balance to Finish.
12. Retainage.

For specification sections covering more than one production or work item, list each item separately as a sub-listing to the section.

- C. Submit format to be used to ENGINEER for review and approval a minimum of seven (7) days prior to the first Application for Payment.
- D. For items bid as unit price items, follow bid schedule for listing component items.

1.3 PREPARATION OF APPLICATIONS

- A. Preparation of Applications shall conform to the General Conditions.
- B. Review application with Resident Project Representative (RPR).
- C. Type required information and execute certification by signature of authorized officer.

- D. Submit each payment application to the ENGINEER for approval and submission to OWNER for payment.
- E. Use data on accepted Schedule of Values. Provide dollar value in each column for each line item for portion of Work performed and for stored materials.
- F. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount the same as for an original item of Work.
- G. Prepare Application for Final Payment as specified in Section 01 77 00 – Project Closeout.

1.4 SUBMITTAL PROCEDURES

- A. Submit electronically each Application for Payment on a monthly basis at times to be established at the Preconstruction Conference.
- B. Applications for Payment submitted more frequently than on a monthly basis will not be considered.
- C. Format: Electronic using pdf and Excel file formats.

1.5 SUBSTANTIATING DATA

- A. When ENGINEER requires substantiating information, submit data justifying line item amounts in question.
- B. Provide one (1) copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 01 32 16 - CPM CONSTRUCTION SCHEDULE

PART 1 -- GENERAL

1.1 THE SUMMARY

- A. The CONTRACTOR shall schedule the WORK in accordance with this Section.
- B. Development of the schedule, monthly payment requisitions, and project status reporting requirements of the Contract shall employ computerized Critical Path Method (CPM) scheduling. The CPM Schedule shall be cost loaded based on the schedule of values as approved by the ENGINEER in accordance with Section 01 29 73 – Schedule of Values.
- C. The CPM schedule and related reports should be prepared with the current version of Primavera Project Planner (P3) or SureTrak software.

1.2 DEFINITIONS

- A. CPM Scheduling: The term shall be interpreted to be generally as outlined in the Association of General Contractors (AGC) publication, "The Use of CPM in Construction." except that either "i-j" arrow diagrams or precedence diagramming format may be utilized. In the case of conflicts between this Section and the AGC document, this Section shall govern.
- B. Float: Unless otherwise indicated herein, float and total float are synonymous. Total float is the period of time measured by the number of Days each non-critical path activity may be delayed before it and its succeeding activities become part of the critical path. If a non-critical path activity is delayed beyond its float period, then that activity becomes part of the critical path and controls the end date of the WORK. Thus, delay of a non-critical path activity beyond its float period will cause delay to the project itself.

1.3 SCHEDULING QUALIFICATION SUBMITTALS

- A. CONTRACTOR shall submit a statement of computerized CPM capability within 10 Days after Notice to Proceed to verify that either: (1) the CONTRACTOR has in-house capability qualified to use CPM techniques and the Primavera P3 or SureTrak software or (2) that the CONTRACTOR will arrange for the services of a CPM consultant so qualified. In either event the statement shall identify the individual who will perform the CPM scheduling and shall describe the construction projects required below. The statement shall also identify the contact persons for the referenced projects with current telephone and address information.
- B. Criteria: The individual performing scheduling shall have successfully applied computerized CPM technique to at least 2 projects of similar nature, scope, and value not less than one half the Total Bid Price of this project.

1.4 INITIAL SCHEDULE SUBMITTALS

- A. Where submittals are required hereunder, the CONTRACTOR shall submit 4 copies of each submittal item.

- B. The CONTRACTOR shall submit 2 schedule documents at the Preconstruction Conference which serve as the CONTRACTOR's plan of operation for the initial 60 Day period of the Contract Times and identify the manner in which the CONTRACTOR intends to complete the WORK within the Contract Times.
1. 60 Day Plan of Operation: During the initial 60 Days of the Contract Times, the CONTRACTOR shall conduct operations in accordance with a 60 Day bar chart type schedule. The chart so prepared shall show accomplishment of the CONTRACTOR's early activities (mobilization, permit acquisition, submittals necessary for early material and equipment procurement, submittals necessary for long lead equipment procurement, CPM submittals, initial sitework and other submittals and activities required in the first 60 Days).
 2. Project Overview Bar Chart: The overview bar chart shall indicate the major components of the WORK and the sequence relations between major components and subdivisions of major components. The overview bar chart shall indicate the relationships and time frames in which the various components of the WORK will be made substantially complete and placed into service in order to meet the required milestones. Sufficient detail shall be included to subdivide major components in such activities as (1) excavation, (2) foundation subgrade preparation, (3) foundation concrete, (4) completion of structural concrete, (5) major mechanical WORK, (6) major electrical WORK, (7) instrumentation and control WORK, and (8) other important WORK for each major facility within the overall project scope. Planned durations and start dates shall be indicated for each WORK item subdivision. Each major component and subdivision component shall be accurately plotted on time scale sheets not to exceed 36-inches by 60-inches in size. No more than 4 sheets shall be employed to present this overview information.
- C. The ENGINEER and the CONTRACTOR shall meet to review and discuss the 60 Day plan of operation and project overview bar chart within 5 Days after submittal to the ENGINEER. The ENGINEER's review and comment on the schedules will be limited to conformance with the sequencing and milestone requirements in the Contract Documents. The CONTRACTOR shall make corrections to the schedules necessary to comply with the requirements and shall adjust the schedules to incorporate any missing information requested by the ENGINEER.

1.5 CPM SCHEDULE SUBMITTALS

- A. Original CPM Schedule Submittal: Within 45 Days after the commencement date stated in the Notice to Proceed, the CONTRACTOR shall submit for review by the ENGINEER a hard copy of the CPM schedule and the computerized schedule report tabulations. The CONTRACTOR shall also submit a USB (flash) drive that contain the schedule submittal information. The data shall be compatible with Primavera P3 or SureTrak to generate network diagrams and schedule reports identical to the hard copies submitted. This submittal shall have already been reviewed and approved by the CONTRACTOR's Project Manager, superintendent, and estimator prior to submission. The CPM schedule shall be a time-scaled network diagram of the "i-j" activity-on-arrow or precedence type. The network diagram shall describe the activities to be accomplished and their logical relationships and shall show the critical path. The CONTRACTOR's attention is directed to the requirement that the schedule shall contain sufficient detail and information to cost load the CPM schedule in accordance with the approved schedule of values under Section 01 29 73 – Schedule of Values. Each installation and sitework activity shall be cost loaded as indicated.

- B. The computerized schedule report tabulations shall include the following:
1. Report of activities sorted by activity number: Activity numbers, where practical, shall correlate to the area numbers designated on the Contract Drawings as further defined in Section 01 10 00 – Summary of Work.
 2. Report of activities sorted by early start date.
 3. Report of activities sorted by total float.
 4. Report of activities sorted by responsibility code. Responsibility codes shall be established for the CONTRACTOR, ENGINEER, OWNER, Subcontractors, Suppliers, etc. These codes shall be identified in the Network Diagram.
 5. A successor-predecessor report which shall identify the successor and predecessor activities for each activity and ties between schedule activities.
- C. Analysis
1. Early Completion
 - a. The CONTRACTOR may show early completion on the original CPM submittal if that is its plan.
 - b. An original CPM submittal showing early completion shall either be accompanied by:
 - 1) Request for change of Contract Times at zero change of Contract Price, accompanied by documentation demonstrating that the Bid was based on early completion, or
 - 2) Demonstration in the submittal that the time difference between early completion and the original Contract Time is total float.
 - c. An early completion schedule unaccompanied by one of these will not be accepted.
 - d. The ENGINEER will analyze a request for Change Order in accordance with the General Conditions.
 2. Float Ownership: Neither the OWNER nor the CONTRACTOR owns the float time. The project owns the float time. Liability for delay to the project completion date rests with the party causing the delay. For example, if Party A is responsible for consuming a portion of the float time and Party B later consumes the remainder of the float time plus additional time beyond the float time, Party B is responsible for the time that is a delay past the completion date. Party A would not be responsible for any delay since it did not consume all the float time, additional float time remained after its delay, and the completion date was unaffected by its tardiness.
- D. Original CPM Schedule Review Meeting: The CONTRACTOR shall, within 55 Days from the commencement date stated in the Notice to Proceed, meet with the ENGINEER to review the original CPM schedule submittal. The CONTRACTOR shall have the Project Manager, superintendent, and the scheduler in attendance. The ENGINEER's review will be limited to conformance with the Contract Documents. However, the review may also include:

1. Clarifications of the design intent.
 2. Directions to include activities and information missing from the submittal.
 3. Requests to the CONTRACTOR to clarify and revise the schedule.
- E. Revisions to the Original CPM Schedule: Within 65 Days after the commencement date stated in the Notice to Proceed, the CONTRACTOR shall revise the original CPM schedule submittal to address review comments from the original CPM schedule review meeting and resubmit the network diagrams and reports for the ENGINEER's review. The ENGINEER, within 14 Days from the date that the CONTRACTOR submitted the revised schedule will either (1) accept the schedule and cost loaded activities as submitted, or (2) advise the CONTRACTOR in writing to review any part or parts of the schedule which either do not meet the requirements or are unsatisfactory for the ENGINEER to monitor the progress and status of WORK or evaluate monthly payment requests by the CONTRACTOR. The ENGINEER may accept the schedule conditional upon the first monthly CPM schedule update correcting deficiencies identified. When the schedule is accepted, it shall be considered as the "Original CPM Construction Schedule" until an updated schedule has been submitted. The ENGINEER reserves the right to require that the CONTRACTOR adjust, add to, or clarify any portion of the schedule which may later be discovered to be insufficient for the monitoring of WORK or approval of partial payment requests. No additional compensation will be provided for such adjustments, additions, or clarifications.
- F. Acceptance
1. Acceptance of the CONTRACTOR's schedule by the ENGINEER and OWNER will be based solely upon compliance with the requirements. By way of the CONTRACTOR assigning activity durations and proposing the sequence of the WORK, the CONTRACTOR agrees to utilize sufficient and necessary management and other resources to perform WORK in accordance with the schedule. Upon submittal of a schedule update, the updated schedule shall be considered the "current" project schedule.
 2. Submission of the CONTRACTOR's progress schedule to the ENGINEER shall not relieve the CONTRACTOR of total responsibility for scheduling, sequencing, and pursuing the WORK to comply with the requirements of the Contract Documents, including adverse effects such as delays resulting from ill-timed WORK.
- G. Updates and Periodic CPM Schedule Submittals
1. Following acceptance of the CONTRACTOR's original CPM schedule, the CONTRACTOR shall monitor the progress of the WORK and adjust the schedule each month to reflect actual progress and any changes in planned future activities. Each schedule update submittal shall be complete including information requested in the original schedule submittal and be in the schedule report format indicated below. Each update shall continue to show WORK activities including those already completed. Completed activities shall accurately depict "as built" information by indicating when the WORK was actually started and completed.
 2. Neither the submission nor the updating of the CONTRACTOR's original schedule submittal nor the submission, updating, change, or revision of any other report, curve, schedule, or narrative submitted by the CONTRACTOR, nor the ENGINEER's review or acceptance of any such report, curve, schedule, or narrative shall have the effect of amending or modifying in any way the Contract Times or

milestone dates or of modifying or limiting in any way the CONTRACTOR's obligations under the Contract. Only a signed, fully executed Change Order can modify contractual obligations.

3. The project schedule will be reviewed with the CONTRACTOR during weekly / bi-weekly construction progress meetings, depending on active or non-active construction. The goal of these meetings is to enable the CONTRACTOR and the ENGINEER to initiate appropriate remedial action to minimize any known or foreseen delay in completion of the WORK and to determine the amount of WORK completed since the last schedule update. The status of the WORK will be determined by the percent complete of each activity in an updated CPM schedule. At a minimum, the CONTRACTOR's Project Manager and Superintendent shall attend these meetings. Within 7 Days after the last progress meeting of the month, the CONTRACTOR shall submit the revised monthly CPM schedule, the revised CPM computerized tabulations, the revised successor/predecessor report, the project status reports as defined below and the CONTRACTOR's Application for Payment. Within 5 Days of receipt of the revised submittals, the ENGINEER will either accept or reject any schedule updates. If accepted, the percent complete in the monthly schedule update shall be the basis for the Application for Payment to be submitted by the CONTRACTOR. If rejected, the update shall be corrected and resubmitted by the CONTRACTOR before the Application for Payment for the update period will be processed.

- H. Schedule Revisions: The CONTRACTOR shall highlight or otherwise identify changes to the schedule logic or activity durations made from the previous schedule. The CONTRACTOR shall modify any portions of the CPM schedule which become infeasible because activities are behind schedule or for any other valid reason.

1.6 CHANGE ORDERS

- A. Upon approval of a Change Order or upon receipt by the CONTRACTOR of authorization to proceed with additional WORK, the change shall be reflected in the next submittal of the CPM Schedule. The CONTRACTOR shall utilize a sub-network in the schedule depicting the changed WORK and its effect on other activities. This sub-network shall be tied to the main network with appropriate logic so that a true analysis of the critical path can be made. Whenever the CONTRACTOR believes that a Change Order will extend the Contract Times, the sub-network analysis herein shall be submitted with the price proposal for the change. If the CONTRACTOR does not submit the sub-network demonstrating that the change affects the Contract Times, then no subsequent claim for additional time due to the change will be accepted.

1.7 CPM STANDARDS

- A. Construction Schedules: Construction schedules shall include a graphic network diagram and computerized schedule reports as required below for status reporting.
- B. Networks: The CPM network shall be in a form of a time scaled "i-j" activity-on-arrow or precedence type diagram and may be divided into a number of separate sheets with suitable match lines relating the interface points among the sheets. Individual sheets shall not exceed 36-inches by 60-inches.
- C. Construction and procurement activities shall be presented in a time-scaled format with a calendar time line along the entire sheet length. Each activity arrow or node shall be plotted so that the beginning and completion dates of each activity are accurately

represented along the calendar time line. Every activity shall use symbols that clearly distinguish between critical path activities, non-critical activities, and free float for each non-critical activity. Activity items shall be identified by their activity number, responsibility code, duration, and dollar value. Non-critical path activities shall show total float time in scale form by utilizing a dotted line or some other graphical means.

- D. Duration Estimates: The duration estimate for each activity shall be computed in Days and shall represent the single best estimate considering the scope of the WORK and resources planned for the activity. Except for certain non-labor activities such as curing of concrete or delivery of materials, activity duration shall not exceed 10 Days nor be less than one Day, unless otherwise accepted by the ENGINEER.

1.8 SCHEDULE REPORT FORMAT

- A. Schedule Reports: Schedule reports shall be prepared based on the CPM schedule, shall be submitted on paper USB drive and shall include the following minimum data for each activity:

1. Activity numbers and responsibility codes.
2. Work Order No.
3. CIP No.
4. Estimated activity duration.
5. Activity description.
6. Activity percent completion.
7. Early start date (calendar dated).
8. Early finish date (calendar dated).
9. Late start date (calendar dated).
10. Late finish date (calendar dated).
11. Status (whether critical).
12. Total float for each activity.
13. Free float for each activity.
14. Cost value for each activity.

- B. Project Information: Each Schedule Report shall be prefaced with the following summary data:

1. Project name.
2. CONTRACTOR name.
3. Type of tabulation.

4. Project duration.
5. Contract Times (as revised by Change Orders).
6. The commencement date stated in the Notice to Proceed.
7. The data date and plot date of the CPM Schedule.
8. If an update, cite the new schedule completion date.

1.9 PROJECT STATUS REPORTING

- A. The CONTRACTOR shall furnish monthly project status reports (overview bar chart and a written narrative report) in conjunction with the revised CPM schedules as indicated above. Status reporting shall be in the form below.
- B. The CONTRACTOR shall prepare and submit monthly an overview bar chart schedule of the major project components. The overview bar chart schedule shall be a summary of the current CPM schedule (original and as updated and adjusted throughout the entire construction period). The major project components shall be represented as time bars which shall be subdivided into various types of WORK including demolition, excavation and earthwork, yard piping, concrete construction, and mechanical, electrical and instrumentation installations. Major components shall include each new structure by area designation, sitework, modifications to existing structures, tie-ins to existing facilities, and plant startups.
- C. Each major component and subdivision shall be accurately plotted consistent with the project overview bar chart above. It shall represent the same status indicated by early start and finish activity information contained in the latest update of the CPM schedule. In addition, a percent completion shall be indicated for each major component and subdivision. The initial submittal of the overview bar chart schedule shall be made at the time that the revised original CPM schedule is submitted to the ENGINEER. The CONTRACTOR shall amend the overview schedule to include any additional detail required by the ENGINEER. The CONTRACTOR shall include any additional information requested by the ENGINEER at any time during the construction of the WORK.
- D. The CONTRACTOR shall prepare monthly written narrative reports of the status of the project for submission to the ENGINEER. Status reports shall include:
 1. The status of major project components (percent complete, amount of time ahead or behind schedule) and an explanation of how the project will be brought back on schedule if delays have occurred.
 2. The progress made on critical activities indicated on the CPM schedule.
 3. Explanations for any lack of WORK on critical path activities planned for the last month.
 4. Explanations for any schedule changes, including changes to the logic and to activity durations.
 5. A list of the critical activities scheduled to be performed in the next 2 months.
 6. The status of major material and equipment procurement.

7. The value of materials and equipment properly stored at the Site but not yet incorporated into the WORK.
 8. Any delays encountered during the reporting period.
 9. An assessment of inclement weather delays and impacts to the progress of the WORK.
- E. The CONTRACTOR may include any other information pertinent to the status of the WORK. The CONTRACTOR shall include additional status information requested by the ENGINEER.
- 1.10 INCLEMENT WEATHER PROVISIONS OF THE SCHEDULE
- A. The CONTRACTOR's schedule shall include at least the number of Days of delay due to unusually severe weather as required by the Supplementary General Conditions.
- 1.11 LIQUIDATED DAMAGES
- A. If any submittal required by this Section is determined by the ENGINEER to be incomplete or is submitted later than required, the OWNER will suffer financial loss, and accordingly, the CONTRACTOR shall pay liquidated damages in accordance with Article 5 of the Contractor Services Agreement.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 01 33 00 - CONTRACTOR SUBMITTALS

PART 1 -- GENERAL

1.1 THE SUMMARY

- A. Wherever submittals are required by the Contract Documents, submit them to the ENGINEER.
- B. Within 14 Days after the date of commencement as stated in the Notice to Proceed, submit the following items for review:
 - 1. Submittal Schedule
 - a. Submit a preliminary schedule of Shop Drawings, Samples, and proposed Substitutes ("or equal") submittals listed in the Bid.
 - b. Base the schedule of submittals on CONTRACTOR's priority, planned construction sequence and schedule, long-lead items, and size of submittal package.
 - c. Allow time for resubmittals.
 - 2. Submit a list of permits and licenses the CONTRACTOR shall obtain, indicating the agency required to grant the permit and the expected date of submittal for the permit and required date for receipt of the permit.

1.2 PRECONSTRUCTION CONFERENCE SUBMITTALS

- A. At the preconstruction conference of Section 01 10 00 – Summary of Work, submit the following items to the ENGINEER for review:
 - 1. a revised schedule of Shop Drawings, Samples, and proposed Substitution ("or-equal") submittals listed in the Bid;
 - 2. a list of permits and licenses the CONTRACTOR shall obtain, indicating the agency required to grant the permit, the expected date of submittal for the permit, and required date for receipt of the permit;
 - 3. a preliminary schedule of values in accordance with Section 01 29 73 – Schedule of Values;
 - 4. a 60-Day plan of operation in accordance with Section 01 32 16 – CPM Construction Schedule;

1.3 SHOP DRAWINGS

- A. Wherever called for in the Contract Documents or where required by the ENGINEER, furnish Shop Drawing submittal as detailed in this specification.
 - 1. Once the project is completed the CONTRACTOR provide one full hardcopy set of all approved shop drawings.

- B. Shop Drawings may include detail design calculations, shop-prepared drawings, fabrication and installation drawings, erection drawings, lists, graphs, catalog sheets, data sheets, and similar items.
- C. Whenever the CONTRACTOR is required to submit design calculations as part of a submittal, such calculations shall bear the signature and seal of an Illinois professional engineer registered in the appropriate branch, unless otherwise indicated.
- D. Transmittal Form
 - 1. Shop Drawing submittals shall be accompanied by the ENGINEER's standard submittal transmittal form.
 - 2. A submittal without the form, or where applicable items on the form have not been completed, will be returned for resubmittal.
- E. Organization
 - 1. Use a single submittal transmittal form for each technical specification section or item or class of material or equipment for which a submittal is required.
 - 2. A single submittal covering multiple Sections will not be accepted, unless the primary specification references other Sections for components: For example, if a pump Section references other Sections for the motor, shop-applied protective coating, anchor bolts, local control panel, and variable frequency drive, a single submittal would be accepted, whereas a single submittal covering vertical turbine pumps and horizontal split-case pumps would not be accepted.
 - 3. On the transmittal form, index the components of the submittal and insert tabs in the submittal to match the components.
 - 4. Relate the submittal components to specification paragraph and subparagraph, Drawing number, detail number, schedule title, room number, or building name, as applicable.
 - 5. Unless otherwise indicated, match terminology and equipment names and numbers used in the submittals with those used in the Contract Documents.
- F. Format
 - 1. Minimum sheet size shall be 8-1/2 inches by 11 inches, and maximum sheet size shall be 11 inches by 17 inches.
 - 2. Number every page in a submittal in sequence.
 - 3. Where product data from a manufacturer is submitted, clearly mark which model is proposed, with complete pertinent data capacities, dimensions, clearances, diagrams, controls, connections, anchorage, and supports.
 - 4. Present a sufficient level of detail for assessment of compliance with the Contract Documents.
 - 5. Numbering
 - a. Assign to each submittal a unique number.

- b. Number the submittals sequentially, with the submittal numbers clearly noted on the transmittal.
- c. Assign original submittals a numeric submittal number followed by a decimal point and a numeric digit in order to distinguish between the original submittal and each resubmittal: For example, if submittal "25.1" requires a resubmittal, the first resubmittal will bear the designation "25.2" and the second resubmittal will bear the designation "25.3," and so on.

G. Electronic Transmission

1. Submittals may be transmitted by electronic means provided the following conditions are met:
 - a. The above-specified transmittal form is included.
 - b. All other requirements specified above have been met including, but not limited to, coordination by the Contractor, review and approval by the Contactor, and the Contractor's Certification.
 - c. The submittal contains no pages or sheets larger than 11 x 17 inches.
 - d. With the exception of the transmittal sheet, the entire submittal is included in a single file.
 - e. The electronic files are PDF format (with sections bookmarked and printing enabled).
 - f. Where electronic transmission may not be used, transmit three hard-copy (paper) originals to the Engineer.
 - g. The Engineer's review time will commence upon receipt of the hard copies of the submittal.
 - h. For Submittals that require certification, corporate seal, or professional embossment (i.e., P.E.s, Surveyors, etc.) transmit at least two hard-copy originals to the Engineer. In addition, provide additional photocopied or scanned copies, as specified above, showing the required certification, corporate seal, or professional seal.

H. Disorganized submittals that do not meet the requirements of the Contract Documents will be returned without review.

I. ENGINEER's Review

1. Except as otherwise indicated, the ENGINEER will return each submittal to the CONTRACTOR with comments noted thereon, within 15 Days following receipt by the ENGINEER.
2. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the first resubmittal on an item.
3. The OWNER reserves the right to withhold monies due to the CONTRACTOR to cover additional costs of the ENGINEER's review beyond the first resubmittal.

4. The ENGINEER'S maximum review period for each submittal or resubmittal will be 15 Days; thus, for a submittal that requires 2 resubmittals before it is complete, the maximum review period could be 45 Days.
- J. If a submittal is returned to the CONTRACTOR marked "NO EXCEPTIONS TAKEN," formal revision and resubmission will not be required.
- K. If a submittal is returned marked "MAKE CORRECTIONS NOTED," the CONTRACTOR shall make the corrections on the submittal, but formal revision and resubmission will not be required.
- L. Resubmittals
1. If a submittal is returned marked "AMEND-RESUBMIT," the CONTRACTOR shall revise the submittal and resubmit the required number of copies.
 2. Resubmittal of portions of multi-page or multi-drawing submittals will not be accepted: For example, if a Shop Drawing submittal consisting of 10 drawings contains one drawing noted as "AMEND-RESUBMIT," the submittal as a whole is deemed "AMEND-RESUBMIT," and 10 drawings are required to be resubmitted.
 3. Every change from a submittal to a resubmittal or from a resubmittal to a subsequent resubmittal shall be identified and flagged on the resubmittal.
- M. Rejected Submittals
1. If a submittal is returned marked "REJECTED-RESUBMIT," it shall mean either that the proposed material or product does not satisfy the specification, the submittal is so incomplete that it cannot be reviewed, or is a substitution request not submitted in accordance with Section 01 60 00 – Products, Materials, Equipment, and Substitutions.
 2. In the first 2 cases, the CONTRACTOR shall prepare a new submittal and shall submit the required number of copies.
 3. In the latter case, the CONTRACTOR shall submit the substitution request according to the requirements of Section 01 60 00 – Products, Materials, Equipment, and Substitutions.
 4. The resubmittal of rejected portions of a previous submittal will not be accepted.
- N. The fabrication of an item may commence only after the ENGINEER has reviewed the pertinent submittals and returned copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."
- O. Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as changes to the contract requirements.
- P. Review by CONTRACTOR
1. Submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the ENGINEER.

2. Each submittal shall be dated and signed by the CONTRACTOR as being correct and in strict conformance with the Contract Documents.
3. In the case of Shop Drawings, each sheet shall be so dated and signed.
4. Any deviations from the Contract Documents shall be noted on the transmittal sheet.
5. The ENGINEER will only review submittals that have been so verified by the CONTRACTOR.
6. Non-verified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

Q. Conformance

1. Corrections or comments made on the CONTRACTOR's Shop Drawings during review shall not relieve the CONTRACTOR from compliance with Contract Drawings and Specifications.
2. A lack of comments made on the CONTRACTOR's Shop Drawings during review shall not relieve the CONTRACTOR from compliance with Contract Drawings and Specifications.
3. Review is for conformance to the design concept and general compliance with the Contract Documents only.
4. The CONTRACTOR shall be responsible for confirming and correlating quantities and dimensions, fabrication processes and techniques, coordinating WORK with the trades, and satisfactory and safe performance of the WORK.

1.4 SAMPLES

A. Quantity

1. The CONTRACTOR shall submit the number of samples indicated by the Specifications.
2. If the number is not indicated, submit not less than 3 samples.
3. Where the quantity of each sample is not indicated, submit such quantity as necessary for proper examination and testing by the methods indicated.

B. Identification and Distribution

1. Individually and indelibly label or tag each sample, indicating the salient physical characteristics and the manufacturer's name.
2. Upon acceptance by the ENGINEER, one set of the samples will be stamped and dated by the ENGINEER and returned to the CONTRACTOR.

C. Selection

1. Unless otherwise indicated, the ENGINEER will select colors and textures from the manufacturer's standard colors and standard materials, products, or equipment lines.
2. If certain samples represent non-standard colors, materials, products, or equipment lines that will require an increase in Contract Times or Price, the CONTRACTOR shall clearly state so on the transmittal page of the submittal.

D. The CONTRACTOR shall schedule sample submittals such that:

1. Sample submittals for color and texture selection are complete so the ENGINEER has 45 Days to assemble color panels and select color- and texture-dependent products and materials without delay to the construction schedule; and,
2. After the ENGINEER selects colors and textures, the CONTRACTOR has sufficient time to provide the products or materials without delay to the construction schedule.
3. The Contract Times will not be extended for the CONTRACTOR's failure to allow enough review and approval or selection time, failure to submit complete samples requiring color or texture selection, or failure to submit complete or approvable samples.

1.5 TECHNICAL MANUAL

A. The CONTRACTOR shall submit technical operation and maintenance information for each item of mechanical, electrical, and instrumentation equipment in an organized manner in the Technical Manual.

B. The manual shall be written such that it can be used and understood by the OWNER's operation and maintenance staff.

C. Categories

1. The Technical Manual shall be subdivided first by Specification Section number; second, by equipment item; and last, by "Category." The following "Categories" shall be addressed (as applicable):

a. Category 1 - Equipment Summary

- 1) Summary: A table shall indicate the equipment name, equipment number, and process area in which the equipment is installed.
- 2) Form: The ENGINEER will supply an Equipment Summary Form for each item of mechanical, electrical, and instrumentation equipment in the WORK. The CONTRACTOR shall fill in the relevant information on the form and include it in Part 1.

b. Category 2 - Operational Procedures

- 1) Procedures: Manufacturer-recommended procedures on the following shall be included in Part 2:

Installation
Adjustment
Startup
Location of controls, special tools, equipment required, or related instrumentation needed for operation
Operation procedures
Load changes
Calibration
Shutdown
Troubleshooting
Disassembly
Reassembly
Realignment
Testing to determine performance efficiency
Tabulation of proper settings for pressure relief valves, low and high pressure switches, and other protection devices
List of all electrical relay settings including alarm and contact settings

c. Category 3 - Preventive Maintenance Procedures

- 1) Procedures: Preventive maintenance procedures shall include manufacturer-recommended procedures to be performed on a periodic basis, both by removing and replacing the equipment or component, and by maintaining the equipment in place.
- 2) Schedules: Recommended frequency of preventive maintenance procedures shall be included. Lubrication schedules, including lubricant SAE grade, type, and temperature ranges, shall be covered.

d. Category 4 - Parts List

- 1) Parts List: A complete parts list shall be furnished, including a generic description and manufacturer's identification number for each part. Addresses and telephone numbers of the nearest supplier and parts warehouse shall be included.
- 2) Drawings: Cross-sectional or exploded view drawings shall accompany the parts list. Part numbers shall appear on the drawings with arrows to the corresponding part.

e. Category 5 - Wiring Diagrams

- 1) Diagrams: Category 5 shall include complete internal and connection wiring diagrams for electrical equipment items.

f. Category 6 - Shop Drawings

- 1) Drawings: This category includes approved shop or fabrication drawings with ENGINEER comments and corrections incorporated, complete with dimensions.

g. Category 7 - Safety

- 1) Procedures: This category describes the safety precautions to be taken when operating and maintaining the equipment or working near it.

h. Category 8 - Documentation:

- 1) Equipment warranties, affidavits, certifications, calibrations, laboratory test results, etc. required by the Technical Specifications shall be placed in this category.

D. Format

1. Technical Manuals shall be electronically submitted per the requirements of paragraph 1.3.G .

E. Review Process

1. Furnish draft Technical Manuals for each Specification Section that requires a manual.
2. Incorporate comments into the draft and submit an electronic version and 2 hardcopies of the final manual for acceptance.

F. Submittal and Corrections

1. Except as otherwise indicated, submit the manuals in final form to the ENGINEER not later than the 75 percent of construction completion Time.
2. Discrepancies found by the ENGINEER shall be corrected within 30 Days from the Date of written notification by the ENGINEER.

- G. Manuals that are incomplete or unacceptable at the schedule criterion above will constitute sufficient justification for the OWNER to retain the amount in Paragraph "Technical Manual Submittals" of Section 01 77 00 – Project Closeout, from any monies due the CONTRACTOR.

1.6 SPARE PARTS LIST

A. General

1. Furnish to the ENGINEER 5 identical sets of spare parts information for mechanical, electrical, and instrumentation equipment.
2. The spare parts list shall include those spare parts that each manufacturer recommends to be maintained by the OWNER in inventory.

B. Sources and Pricing

1. The spare parts list shall include a current list price of each spare part.
2. Each manufacturer or supplier shall indicate the name, address, and telephone number of its nearest outlet of spare parts, to assist the OWNER in ordering.

C. Format

1. Spare parts lists shall be electronically submitted per the requirements of paragraph 1.3.G.

1.7 AS-BUILT DRAWINGS

A. On-Site Drawing Set

1. Maintain one set of Drawings at the Site for the preparation of as-built drawings.
2. On this set, mark every project condition, location, configuration, and any other change or deviation which may differ from the Contract Drawings at the time of award, including buried or concealed construction and utility features that are revealed during the course of construction.
3. Give special attention to recording the horizontal and vertical location of buried utilities that differ from the locations indicated, or that were not indicated on the Contract Drawings.
4. Supplement the on-site drawings by any detailed sketches as necessary or as directed, in order to fully indicate the WORK as actually constructed.
5. The on-site drawings are the CONTRACTOR's representation of as-built conditions, shall include revisions made by addenda and change orders, and shall be maintained up-to-date during the progress of the WORK.
6. Use red ink for alterations and notes.
7. Notes shall identify relevant Change Orders by number and date.

B. As-Built Drawings

1. Contractor shall incorporate on-site drawings into a final As-Built drawing set upon completion of the project. As-built drawings set shall be submitted electronically as specified below.

C. Submittal

1. Submit paper copies of the on-site drawings on the 20th Day of every third month after the month in which the Notice to Proceed is given, as well as at completion of the WORK.

- D. In the case of those drawings that depict the detail requirement for equipment to be assembled and wired in the factory, such as motor control centers and the like, update the as-built drawings by indicating those portions which are superseded by Change Order drawings or final Shop Drawings, and by including appropriate reference information describing the Change Orders by number and the Shop Drawings by manufacturer, drawing, and revision numbers.

E. Unacceptable Drawings

1. Disorganized or incomplete as-built drawings will not be accepted.
2. The CONTRACTOR shall revise them and resubmit within 10 Days.

- F. On-site drawings shall be accessible to the ENGINEER during the construction period.

G. Final Payment

1. Final payment will not be acted upon until the as-built drawings have been completed and delivered to the ENGINEER.
 2. As-built drawings shall be in the form of a set of prints with carefully plotted information overlaid and an electronic form under AutoCad Version 2019 and Adobe Acrobat (PDF) Version 2020, or other software required by the Specifications.
- H. Information submitted by the CONTRACTOR will be assumed to be correct, and the CONTRACTOR shall be responsible for the accuracy of such information

1.8 QUALITY CONTROL (QC) SUBMITTALS

- A. Quality control submittals are defined as those required by the Specifications to present documentary evidence to the ENGINEER that the CONTRACTOR has satisfied certain requirements of the Contract Documents.
- B. Unless otherwise indicated, QC submittals shall be submitted:
1. Before delivery and unloading, for the following types of submittals:
 - a. Manufacturers' installation instructions
 - b. Manufacturers' and Installers' experience qualifications
 - c. Ready mix concrete delivery tickets
 - d. Design calculations
 - e. Affidavits and manufacturers' certification of compliance with indicated product requirements
 - f. Laboratory analysis results
 - g. Factory test reports
 2. Within 30 Days of the event documented for the following types of submittals:
 - a. Manufacturers' field representative certification of proper installation
 - b. Field measurement
 - c. Field test reports
 - d. Receipt of permit
 - e. Receipt of regulatory approval
- C. The ENGINEER will record the date that a QC submittal was received and review it for compliance with submittal requirements, but the review procedures above for Shop Drawings and samples will not apply.

1.9 CONSTRUCTION PHOTOGRAPHS

A. General

1. CONTRACTOR shall provide OWNER with photos taken during construction by the CONTRACTOR after completion of the project.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 33 17 – STRUCTURAL DESIGN, SUPPORT AND ANCHORAGE

PART 1 -- GENERAL

1.1 THE REQUIREMENT

- A. The Contractor shall provide calculations and details for structural and non-structural components, supports, and anchorages as required by the Contract Documents and the City of Evanston Building Code, adopting the 2012 edition of the International Building Code (IBC). The contractor shall furnish and install all such structural and non-structural components, supports, and anchorages in accordance with the calculations and details.
- B. Where a conflict exists between the requirements of the Contract Documents and the City of Evanston Building Code or 2012 IBC, the more stringent requirement shall apply.
- C. Design parameters used to determine Seismic and Wind design forces shall be as listed herein.

1.2 REFERENCES

- A. City of Evanston Building Code
- B. IBC 2012 International Building Code
- C. ASCE 7 American Society of Civil Engineers Standard 7-10 – Minimum Design Loads for Buildings and Other Structures
- D. ACI 318 Building Code Requirements for Structural Concrete (2011 edition)

1.3 CONTRACTOR SUBMITTALS

- A. Furnish submittals in accordance with Section 01 33 00 - Contractor Submittals.
- B. Calculations and Details
 - 1. Calculations and details are considered a Deferred Submittal as defined in the IBC.
 - 2. Calculations and details shall be complete, accurate, and in accordance with the requirements of the IBC and ASCE 7, and shall be signed and sealed by a Structural Engineer registered in the State of Illinois.
 - 3. Calculations shall be clear and concise and show equipment and other non-structural component anchorage forces and the capacities of the anchorage elements proposed by the Contractor. The calculations shall substantiate a complete load path from the component or equipment being anchored into the supporting structure or foundation.
 - 4. The calculations and details shall demonstrate a complete lateral and vertical load path, and shall clearly indicate all forces imposed on the supporting structure.
 - 5. Calculations and details are required for all Non-Structural components, supports, anchorages, and attachments.
 - a. Non-Structural components shall include all architectural, mechanical, and electrical components, equipment, piping, ductwork, and all other similar or

related appurtenances necessary to produce the complete architectural, mechanical, and electrical systems.

6. When the Contract Documents require the CONTRACTOR to design structural components, calculations and details for those structural components and their supports, anchorages, and attachments, are required.
7. When computer generated calculations and analyses are included as part (or as the whole) of the calculations, the calculations shall include, but not be limited to, the following: derivations of all input parameters; clear indication of the applicable load combinations and building code equations; diagrams of all members, geometry, loads, forces, reactions and deflections, for all components and connections; and output results demonstrating all stress, force, deflection and other Contract Document and building code requirements have been satisfied.
8. All calculations associated with anchorage into concrete or masonry shall be done using Strength Level forces, and shall be in accordance with the applicable provisions of ACI 318.
9. Refer to Part 2 below for additional requirements.

1.4 SEISMIC DESIGN CRITERIA

A. Design Requirements

1. Design Parameters:
 - a. Risk Category: III
 - b. Seismic Design Category: B
 - c. Mapped MCE spectral acceleration at short period: $S_S = 0.124g$
 - d. Mapped MCE spectral acceleration at 1-second period: $S_1 = 0.059g$
 - e. Site Class: D
 - f. Design spectral acceleration at short period: $S_{DS} = 0.133g$
 - g. Design spectral acceleration at 1-second period: $S_{D1} = 0.094g$
 - h. Long period transition period: $T_L = 12$ seconds
 - i. Response modification coefficient, R: In accordance with ASCE 7, Tables 12.2-1, 12.14-1, 15.4-1 and 15.4-2.
 - j. Seismic Importance Factor, I: 1.25
 - k. Component amplification factor, a_p : In accordance with ASCE 7, Tables 13.5-1 and 13.6-1.
 - l. Component response modification factor, R_p : In accordance with ASCE 7, Tables 13.5-1 and 13.6-1.
 - m. Component importance factor, I_p :

- 1) $I_p = 1.00$, unless noted otherwise herein.
 - 2) $I_p = 1.50$ if any of the following conditions apply:
 - a) The component is required to function for life-safety purposes after an earthquake, including fire sprinkler systems.
 - b) The component contains hazardous materials.
2. The following components are exempted from the seismic design requirements:
- a. Exemptions shall be as indicated in ASCE 7 Chapter 13.

1.5 WIND DESIGN CRITERIA

A. Design Requirements

1. Design Parameters:
 - a. Risk Category: III
 - b. Ultimate Design Wind Speed (3 Sec): 120 miles per hour
 - c. Nominal Design Wind Speed (3 Sec): 93 miles per hour
 - d. Exposure Category: B
 - e. Topographic Factor, K_{zt} : 1.0

PART 2 -- PRODUCTS

2.1 GENERAL

A. Non-Structural Component Supports and Anchors

1. Unless otherwise indicated, non-structural component supports, anchors, and restrainers shall be adequately designed for all applicable static, dynamic, operational, seismic and wind loads.
 - a. Wall-mounted equipment weighing more than 250 pounds or which is within 18-inches of the floor shall be provided with fabricated steel supports. Pedestals shall be of welded steel or engineered framing support systems. If the supported equipment is a panel or cabinet or is enclosed with removable sides, the pedestal shall match the supported equipment in appearance and dimensions.
 - b. All equipment and all other non-structural components shall be supported and anchored in place by methods that satisfy the building code and the Contract Documents.
 - c. All equipment and all other non-structural components shall be supported and anchored in place by methods that satisfy the manufacturer's applicable seismic certification requirements.
2. Component attachments shall be bolted, welded, or otherwise positively fastened without consideration of frictional resistance produced by the effects of gravity.

B. Anchors – General

1. Anchor bolts shall be in accordance with Section 05 50 00 – Miscellaneous Metalwork.
2. Grout for anchor bolts shall be in accordance with Section 03 60 00 - Grouting.
3. The Contractor shall determine the size, type, capacity, location, and other placement requirements of anchorage elements. Anchoring methods and leveling criteria in the manufacturer's literature shall be followed. Submit methods and criteria with the calculations and details.
4. Anchor bolt calculations shall clearly show that the capacity of the anchor and the capacity of the concrete that the anchor is embedded in are adequate to resist all applicable load combinations, including seismic and wind loads.
 - a. The design of anchors resisting seismic forces shall satisfy the ductility requirements stated in the IBC, ASCE 7, and ACI 318.
5. Reduction factors associated with edge distance, embed length, grout and base plate thickness, and bolt spacing shall all be considered and based on the actual dimensions of the concrete or masonry that resists the anchorage forces.
6. Where anchorage is required into or through equipment pads, the following requirements shall apply unless otherwise approved by the Engineer:
 - a. For tensile forces, the embed length and associated concrete failure zone shall be provided entirely within the structural slab. No portion of the equipment pad may be considered as effective in resisting tensile forces.
 - b. For shear forces, the edge distance and associated concrete failure zone shall be provided entirely within the equipment pad. No portion of the structural slab may be considered as effective in resisting shear forces.
7. Anchor bolt details shall include required bolt diameter, embed, spacing, and edge distances.
8. Where additional reinforcement is required to satisfy anchorage requirements, such reinforcement shall be included in the anchorage details, and shall be furnished and installed by the Contractor.

C. Mechanical and Electrical Equipment Foundations

1. Equipment foundations are indicated on Drawings. The Contractor, through the equipment manufacturer, shall verify the size and weight of the equipment foundation to ensure compatibility with equipment.
2. Equipment foundation dimensions shall be coordinated with the equipment base geometry and the edge distance and embed requirements of the equipment anchorage calculations.

D. Mechanical and Electrical Equipment Equipment (Housekeeping) Pads

1. General

- a. Equipment, tanks, control cabinets, enclosures, and related equipment shall be mounted on concrete equipment pads, unless otherwise indicated. The top surface of the equipment pads shall be level, unless otherwise indicated, or otherwise required by the equipment manufacturer.
- b. Equipment pads shall be sized to accommodate the bearing and anchorage requirements of the equipment, subject to the constraints listed below.
- c. Final geometry of the equipment pads shall not result in a condition that violates applicable building code provisions, including but not limited to the provisions of the National Electric Code.

2. Mechanical Equipment Pads

- a. Mechanical equipment pad heights shall be coordinated with process equipment and piping elevation requirements. Where no such elevation constraints exist, the equipment pad height shall be as shown on the drawings, or as indicated below when no specific height is provided.
 - 1) Equipment pads for mechanical equipment shall be 3.5 inches tall (maximum) at the front of the equipment.
- b. Mechanical equipment pads shall extend not more than 2 inches beyond the front, back, and sides of the equipment, except as indicated below, unless otherwise shown on the drawings.
 - 1) Where necessary to meet seismic or wind anchorage requirements, the pads may be extended beyond the 2 inch limit indicated above. The pads shall extend not more than 6 inches beyond the front, back, and sides of the equipment.

3. Electrical Equipment Pads

- a. Electrical equipment pads shall be 3.5 inches tall (maximum) at the front of the equipment.
- b. Electrical equipment pads shall extend not more than 2 inches beyond the front, back, and sides of the equipment, except as indicated below, unless otherwise shown on the drawings.
 - 1) Where necessary to meet seismic anchorage requirements, the pads may be extended beyond the 2 inch limit indicated above. The pads shall extend not more than 6 inches beyond the front, back, and sides of the equipment.

PART 3 -- EXECUTION (NOT USED)

- END OF SECTION -

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SECTION 01 35 29 – HEALTH, SAFETY, AND EMERGENCY RESPONSE PROCEDURES

PART 1 -- GENERAL

1.1 THE SUMMARY

- A. The work of this Section includes preparation and implementation of the CONTRACTOR's safety provisions for the WORK.

1.2 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. CONTRACTOR shall comply with all applicable federal, state and local safety regulations, laws and standards, as well as any specific City of Evanston requirements.
- B. Related Work specified elsewhere: Section 01 35 53 - Site Security.

1.3 CONTRACTOR SUBMITTALS

- A. Furnish Submittals in accordance with Section 01 33 00 – Contractor Submittals.
 - 1. Submit at minimum thirty (30) days prior to the start of any field work at the Evanston Water treatment Plant and sixty (60) days prior to any marine work in Lake Michigan
 - a. Copy of the CONTRACTOR's Project Specific Safety Program;
 - b. Copy of the CONTRACTOR's Emergency Response Plan including a description of any prior arrangements made with local authorities or emergency service providers (fire, police, ambulance) to be implemented in the event of an emergency;
 - c. Copy of the CONTRACTOR's Confined Space Entry Program, if applicable to the WORK;
 - d. Safety procedures related to marine operations. See Section 35 27 33 – Marine Works;
 - e. A resume of the CONTRACTOR Safety Coordinator's qualifications and experience. Include a description of the Safety Coordinator's education, safety and first aid training, safety related certifications, if any, and experience with the specific hazards anticipated with implementation of the WORK (for example, confined space entry, trenching and excavation, tunnel and underground construction).
 - B. Submit, for information only, monthly reports by the Safety Coordinator; and copies of accident and near-miss reports, Occupational Safety and Health Administration (OSHA) citations, and accident claims; as specified herein.
 - C. Project Specific Safety Plan
 - 1. Assess the risks posed to the CONTRACTOR's work force in the construction of potentially hazardous aspects of the WORK. Use this assessment in devising safe systems/controls of work, and document these safe systems/controls in a Project Specific Safety Plan (PSSP) to be implemented throughout the construction. This risk

assessment can be in the form of a Job Safety Analysis (JSA), Job Hazard Analysis (JHA) or similar format.

2. The PSSP shall provide for regular safety meetings and describe safety training programs required for all personnel engaged in the WORK.
3. The PSSP shall address the availability and maintenance of required safety and rescue equipment. Required equipment may include such items as fire extinguishers, first aid kits, personal fall protection lanyards and harnesses, stretchers, breathing apparatus and other respiratory protection, gas detectors, equipment required by law, and any other equipment deemed necessary by the CONTRACTOR.
4. When applicable, the PSSP shall include a Confined Space Entry (CSE) Program, including identification of the primary rescue team.
5. The PSSP shall include requirements to comply with the City of Evanston Hot Work (any work that involves burning, welding, using fire- or spark-producing tools, or that produces a source of ignition).
6. The PSSP shall include requirements for Lockout-Tagout procedures for work on machines and equipment in which the unexpected energization or startup of the machines or equipment, or release of stored energy, could harm employees.
7. The PSSP shall be designed and implemented to correct safety hazards and violations as they are discovered and reported.
8. The PSSP shall identify by name the "Competent Person(s)" required by various OSHA regulations such as Fall Protection (29 CFR 1926 Subpart M), Excavations (29 CFR 1926 Subpart P), and Confined Spaces in Construction (29 CFR 1926 Subpart AA).

D. Safety Training

1. Properly train all persons working on the site so that they are able to carry out their tasks and duties safely and in a manner that will not endanger their own health nor the health of others. Instruct persons when first employed on the site in the hazards inherent in the site, precautions to be taken, the form of construction, the contents and requirements of the PSSP and emergency procedures.
2. Document employee safety training to establish that the CONTRACTOR has a structured program of training; that the training is held on a planned basis; and that all members of the work force receive the training.

E. Emergency Response Plan

1. Prepare an Emergency Response Plan to be implemented in the event of a serious injury or general emergency (such as fire, explosion, collapse), to ensure a rapid, coordinated, and effective response. The CONTRACTOR shall be solely responsible for implementation of the Plan.
2. The Emergency Response Plan shall:
 - a. Identify key personnel, and define their roles and responsibilities;

- b. List telephone numbers for key personnel;
- c. Identify the emergency command center;
- d. Establish lines of communication between the incident location and the command center;
- e. Identify internal and external support services to be called upon in the event of an emergency (rescue team, fire, police, ambulance, poison control);
- f. Provide a plan of action to speed the transfer of injured persons from working areas and to ensure that ambulances can reach access points quickly;
- g. Define procedures for emergency evacuation for ensuring that injured persons are not left behind or unaccounted for;
- h. Provide immediate notification of the OWNER in the event of an emergency.

F. Public Safety

- 1. Install and maintain trench safety systems in accordance with the detail specifications set out in the provision of the OSHA Excavations Standard, 29 CFR 1926, Subpart P, (current edition).
- 2. Maintain railings, barricades, steel plates, or other barriers at openings, obstructions, or other hazards in roadways, walkways, and other travel ways accessible to the public. Place flashing lights and proper signs as necessary to provide adequate warning to the public day and night.
- 3. Maintain secure fencing around worksites, trenches, excavations, hazardous materials, equipment, or materials stockpiles to prevent unauthorized entry.

G. Safety Coordinator

- 1. The CONTRACTOR shall employ a safety coordinator qualified in areas of safety related to the WORK under this Contract, having a minimum of two years of construction site experience, and have attended a minimum 10-hour OSHA Construction training. Such person(s) shall report directly to a corporate officer and shall be regularly at the worksite and authorized to enforce compliance with the CONTRACTOR's safety program.
- 2. The Safety Coordinator or a qualified and approved deputy shall be on site at all times.
- 3. The Safety Coordinator shall be familiar with corporate safety policy, management operational instructions, regulations, legislation, OWNER safety requirements, and current best practice and how these relate to site safety.
- 4. The Safety Coordinator shall be capable of identifying the existing and predictable hazards in the areas surrounding the project or those working conditions at the project that are dangerous to employees or the public or are unsanitary. The Safety Coordinator shall have the authority and shall make prompt corrective measures to eliminate those hazards.

5. The Safety Coordinator's duties shall include:
 - a. Hazard recognition, accident prevention, new employee orientation (including subcontractors), and supervising a safety program;
 - b. Posting appropriate notices regarding safety and health regulations at locations that afford maximum exposure to affected personnel, and posting appropriate instructions and warning signs with regard to hazardous areas or conditions;
 - c. Maintaining safety records and current copies of all pertinent safety rules and regulations.
 - d. Conducting daily safety inspections of the WORK.
6. The Safety Coordinator shall submit a monthly safety report to the OWNER within seven (7) days of the end of the month, providing the following information:
 - a. Summary of daily site safety inspections, deficiencies noted, and disposition of such deficiencies;
 - b. Site visits by OSHA and other regulatory enforcement agencies;
 - c. Certification of new employee orientation;
 - d. Safety meeting topics and reports;
 - e. Records of accidents and near-misses;
 - f. Status of lost-time injuries;
 - g. Status of citations;
 - h. Major equipment problems;
 - i. Log of equipment safety checks and calibration records;
 - j. Revisions to the Project Specific Safety Plan, if applicable.

H. Notifications to OWNER

1. Notify the OWNER immediately, by telephone or email, of any serious injury or damage, or of any emergency threatening life, limb, or property, resulting from the WORK.
2. Provide a preliminary accident report to the OWNER, in writing, describing any accident involving injury to persons or damage to the WORK or property, within 24 hours of the event.
3. Follow any preliminary accident report with a summary accident report to the OWNER, in writing, describing known details of the accident, and corrective actions to be taken to reduce the possibility of recurrence, to be submitted within two (2) weeks of the event.

4. Submit to the OWNER, within two (2) days of receipt, a copy of any citations concerning safety aspects of the project received from OSHA or any other regulatory enforcement agency.
5. Submit to the OWNER, within two (2) days of receipt, a report of any claim against the CONTRACTOR or Subcontractor resulting from an accident, giving full details of the claim, including investigation and restitution.

1.4 PERFORMANCE REQUIREMENTS

- A. Safety requirements of the Contract Documents represent the minimum measures for performance of the WORK. The CONTRACTOR shall implement additional safety measures as necessary to protect persons and property from injury that may result from construction operations or from the passage of the general public through the work zones.
- B. The CONTRACTOR's obligations to ensure safety under this Contract shall be executed in such a manner that they are understood and carried out by all, including non-English speaking, employees.
- C. Compliance with health and safety requirements shall be the responsibility of the CONTRACTOR's managers and work force at every level.
- D. The OWNER may bring to the CONTRACTOR's attention any apparent deficiencies in their compliance with the CONTRACTOR's safety program. These deficiencies shall be corrected within 24 hours of notice. A report describing the deficiency and corrective action taken by the CONTRACTOR shall be submitted within 48 hours.
- E. The OWNER's review of submittals required under this Section are for the purpose of determining general conformance with Contract requirements, and shall not be construed to alter the CONTRACTOR's responsibility for safety.

PART 2 -- GENERAL (NOT USED)

PART 3 -- GENERAL (NOT USED)

END OF SECTION

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SECTION 01 35 45 - CONSTRUCTION WASTE MANAGEMENT

PART 1 -- GENERAL

1.1 THE SUMMARY

- A. The CONTRACTOR shall provide construction waste management services and appurtenant WORK as indicated in accordance with the Contract Documents.

1.2 CONTRACTOR SUBMITTALS

- A. Furnish submittals in accordance with the requirements of Section 01 33 00 – Contractor Submittals
- B. Construction Waste Management Plan
 - 1. The CONTRACTOR'S Construction Waste Management Plan shall be submitted to the ENGINEER at least 30 days prior to the start of the WORK.
 - 2. Revisions to the Construction Waste Management plan that occur during the course of the WORK shall be submitted to, and reviewed by, the ENGINEER prior to implementing such revisions.
 - 3. The Construction Waste Management Plan does not otherwise relieve the CONTRACTOR of responsibility for appropriate control of pollutants and other environmental protection measures in accordance with the requirements of the authority having jurisdiction.
 - 4. The Construction Waste Management Plan shall include, but shall not be limited to:
 - a. project identification information, including CONTRACTOR'S contact information
 - b. demonstration of compliance with the applicable State and Local ordinances and regulations
 - c. an inventory of the types and quantities of materials, and availability of recycling facilities
 - d. an inventory of the types and quantities of materials that will be reused, recycled, or taken to a landfill
 - e. procedures that will be implemented to locate, identify, separate, and measure materials managed
 - f. description of landfill facilities or agent, including the name and type of facility accepting the waste materials, type of materials, location, phone number, and copy of license for each facility.
 - 5. Status Reports

With each application for progress payment, the CONTRACTOR shall submit the following to the ENGINEER:

- a. Calculations for determining quantities shall be submitted by weight or by volume, but shall be consistent throughout for all materials; indicate a zero if there is no quantity to report for a type of material.
- b. Documentation
 - 1) With each status report, submit copies of manifests, weight tickets, receipts, and invoices that identify the Project and waste material.
 - 2) These documents shall be from recyclers or disposal site operators that can legally accept the materials for the purpose of reuse, recycling, or disposal.
- c. Each status report shall indicate the Project title and number, progress payment number, name of the company completing the report and compiling backup documentation, the printed name, signature, and phone number of person completing the form, the beginning and ending dates of the period covered on the report, and the date the report was completed.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION

3.1 COLLECTION

A. On-Site Separation of Materials

1. The CONTRACTOR shall designate a specific area for separation of materials for recycling and salvage.
2. Recycling and waste bin areas shall be kept clean and clearly marked in order to avoid contamination of materials.
3. Storage Containers
 - a. The CONTRACTOR shall provide necessary containers and storage areas to facilitate effective waste management.
 - b. The CONTRACTOR shall change-out full containers for empty ones, as demand requires.
4. Contaminated Material
 - a. If contamination chemically combines with the material such that it cannot be cleaned, such material shall not be deposited into recycle containers.
 - b. Dispose of the contaminated materials in accordance with the requirements of the authority having jurisdiction.

3.2 HAZARDOUS WASTE

- A. Hazardous waste shall be separated, stored, and disposed of in accordance with the requirements of authorities having jurisdiction and shall be managed by a licensed hazardous waste vendor.

3.3 DISPOSAL

- A. The CONTRACTOR shall be responsible for transporting and disposing of materials that cannot be source-separated or recycled to a transfer station or disposal facility that can accept the materials in accordance with the requirements of the authority having jurisdiction.
- B. Arrange for collection by, or delivery to, the appropriate recycling or reuse facility.
- C. Do not burn, bury, or otherwise dispose of solid waste on the Project Site.

END OF SECTION

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SECTION 01 35 53 – SITE SECURITY

PART 1 -- GENERAL

1.1 SECURITY PROGRAM

A. The CONTRACTOR shall:

1. Protect WORK, existing premises, and OWNER'S operations from theft, vandalism, and unauthorized entry following the Contractor's Site Security program.
2. Establish a secure work site perimeter that maintains the integrity of the Water Plant perimeter security.
3. Monitor access of all Contractor personnel and visitors to the work site and account for all personnel and visitors at all times.
4. Initiate program in coordination with OWNER'S existing security system at mobilization.
5. Maintain program throughout construction period until OWNER'S occupancy.

1.2 IDENTIFICATION

- A. All of Contractor's employees, all tiers of subcontractor's staff, manufacturer's representatives, technicians, delivery drivers, and all other people associated with the Work that are to enter the Owner's property are required to possess and carry a valid and current Driver's License, Identification Card (issued by the Department of Motor Vehicles), or current driver's license from another State in the United States. This identification must include a photograph and signature of the holder and shall be presented to Owner staff upon request. Personnel without such identification will be denied access.
- B. All Contractor personnel that enter water plant property for work to be performed outside of the Contractor's fenced worksite perimeter shall comply with the following items.
1. At least 10 days in advance of accessing water plant property, the Contractor shall submit to the Engineer for approval a list of all Contractors' staff, all tiers of subcontractor's staff, manufacturer's representatives, technicians, and all other personnel intended to work at the site. The list shall include the name, employer (Contractor and subcontractor), and work phone number of each. Upon approval by the Engineer, the Engineer will provide the Contractor with the City of Evanston hard-hat stickers for distribution.
 2. The Engineer will provide City of Evanston hard-hat stickers for use by Contractor's staff, all tiers of subcontractor's staff, manufacturer's representatives, technicians, and all other personnel employed at the site.
 3. Planned occasional site access – The Contractor shall plan all occasional visits to the site. The Contractor shall notify the Engineer of the name and company of the temporary worker or visitor at least 24 hours in advance of each visit. After sign-in, the Engineer will issue a hard hat sticker to the temporary worker or visitor.
 4. Emergency (unplanned) occasional site access – For emergency access as

determined by Contractor and approved by the Engineer, the Contractor's designee shall verify the identity of the temporary worker or visitor to the Engineer. After sign-in, the Engineer will issue a hard hat sticker to the temporary worker or visitor.

5. The Engineer shall provide and issue City of Evanston hard hat stickers to all temporary workers and visitors as listed above on a daily basis. Returning personnel may retain possession of hard hat stickers. Contractor shall ensure that all Contractors' employees and all other workers display City of Evanston hard hat sticker in plain view at all times while on site. Any Contractor employee or worker who does not display a City of Evanston hard hat sticker while on site shall be required to leave the site or will be denied access until such time as they have an approved City of Evanston hard hat sticker.
 6. Contractor shall keep a written record of the name, employer and work telephone number of each person issued a City of Evanston hard hat sticker.
 7. All hard hat stickers shall be removed at the completion of the work.
- C. Contractor shall submit to the Engineer vehicle information (make, model, color, license plate identification) for all vehicles used by Contractor and subcontractor staff that will be parked at the project site. Vehicles not included on the list provided to the Engineer in advance of parking may be subject to towing at the vehicle-owner's expense.
- 1.3 ENTRY CONTROL
- A. The CONTRACTOR shall:
 1. Restrict entry of persons and vehicles into Site and existing facilities.
 2. Allow entry only to authorized persons with proper identification.
 3. Maintain log of workmen and visitors and make log available to OWNER on request.
 4. Coordinate access of OWNER'S personnel to Site in coordination with OWNER'S security.
 - B. The OWNER will control the entrance of persons and vehicles to those related to the OWNER'S operations.
 - C. Access to portions of the work site within the water plant gate and building perimeter is only allowed Monday – Friday during working hours, unless otherwise authorized in advance by the Owner.
 - D. Contractor shall utilize, maintain, and secure the temporary gate to be installed on Lincoln Street to access the work area. Contractor shall close and lock gate at the end of all working days.
 - E. Access into the water plant through the existing gate shall be prohibited to contractor vehicles unless otherwise approved by the ENGINEER and OWNER in writing. Gate clearance is 12'-0".

1.4 DELIVERIES TO THE WATER PLANT SITE

- A. United States Postal Service, Federal Express, UPS or similar mail and small parcel deliveries may be addressed to the Contractor or any subcontractor or supplier for drop off at the Construction Site or Construction Trailer. No items shall be delivered to the Water Treatment Plant.
- B. Deliveries of freight and bulk (larger packages, crates, equipment, or materials) are not permitted to enter the water plant grounds through the water plant gate. All deliveries shall be made at the Contractor's gate.
- C. No deliveries will be accepted by water plant staff.

1.5 PRODUCTIVITY LOST FOR NON-COMPLIANCE WITH SECURITY MEASURES

- A. Costs incurred by the Contractor due to non-compliance with security measures (e.g., deliveries to the water plant, refusal of package deliveries, etc.) shall not be cause for additional Contract Time or additional compensation for the Contractor.
- B. The Contractor shall anticipate additional time and costs for employee arrivals, deliveries, and departures to and from the site.
- C. Failure to comply with these security measures may lead to stop of work with no additional Contract Time or additional compensation granted to the Contractor.

1.6 RESTRICTIONS

- A. The CONTRACTOR shall not allow cameras on water plant property outside of the Contractor's fenced worksite perimeter or photographs taken except by written approval of OWNER.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 42 13 - ABBREVIATIONS OF INSTITUTIONS

PART 1 -- GENERAL

1.1 GENERAL

- A. Wherever in these Specifications references are made to the standards, specifications, or other published data of the various international, national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation only. As a guide to the user of the Specifications, the following acronyms or abbreviations which may appear shall have the meanings indicated herein.

1.2 ABBREVIATIONS

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ABMA	American Bearing Manufacturer's Association – ABMA
ACGIH	American Conference of Governmental Industrial Hygienists
ACI	American Concrete Institute
AF&PA	American Forest and Paper Association
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association
AHAM	Association of Home Appliance Manufacturers
AI	The Asphalt Institute
AIA	American Institute of Architects
AIHA	American Industrial Hygiene Association
AIIM	Association for Information and Image Management
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMA	Acoustical Material Association
AMCA	Air Movement and Control Association International, Inc
ANS	American Nuclear Society
ANSI	American National Standards Institute, Inc.
APA	The Engineered Wood Association
API	American Petroleum Institute
APWA	American Public Works Association
ARI	Air-Conditioning and Refrigeration Institute
ASA	Acoustical Society of America
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASNT	American Society of Nondestructive Testing
ASQ	American Society for Quality
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWCI	American Wire Cloth Institute
AWI	Architectural Woodwork Institute

AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BBC	Basic Building Code, Building Officials and Code Administrators International
BHMA	Builders Hardware Manufacturer's Association
CABO	Council of American Building Officials
CDA	Copper Development Association
CEMA	Conveyors Equipment Manufacturer's Association
CGA	Compressed Gas Association
CLFMI	Chain Link Fence Manufacturer's Institute
CLPCA	California Lathing and Plastering Contractors Association
CMAA	A division/section of the Material Handling Industry of America
CPG	Compressed Gas Association
CRSI	Concrete Reinforcing Steel Institute
DCDMA	Diamond Core Drilling Manufacturer's Association
DHI	Door and Hardware Institute
DIPRA	Ductile Iron Pipe Research Association
EI	Energy Institute
EIA	Electronic Industries Alliance
EPA	Environmental Protection Agency
ETL	Electrical Test Laboratories
FCC	Federal Communications Commission
FCI	Fluid Controls Institute
FEMA	Federal Emergency Management Association
FHWA	Federal Highway Administration
FM	Factory Mutual System
FPL	Forest Products Laboratory
HI	Hydronics Institute, Hydraulic Institute
HSWA	Federal Hazardous and Solid Waste Amendments
IAPMO	International Association of Plumbing and Mechanical Officials
IBC	International Building Code
ICBO	International Conference of Building Officials
ICC	International Code Council
ICC-ES	International Code Council Evaluation Service
ICCEC	Electrical Code
ICEA	Insulated Cable Engineers Association
IECC	International Energy Conservation Code
IEEE	Institute of Electrical and Electronics Engineers
IESNA	Illuminating Engineering Society of North America
IFC	International Fire Code
IFGC	International Fuel Gas Code
IMC	International Mechanical Code
IME	Institute of Makers of Explosives
IPC	International Plumbing Code, Association Connecting Electronic Industries
IRC	International Residential Code
ISA	Instrument Society of Automation
ISDI	Insulated Steel Door Institute
ISEA	Industrial Safety Equipment Association
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
ITU-T	Telecommunications Standardization Sector of the International Telecommunications Union

LPI	Lightning Protection Institute
LRQA	Lloyd's Register Quality Assurance
MBMA	Metal Building Manufacturer's Association
MIL	Military Standards (DoD)
MPTA	Mechanical Power Transmission Association
MSS	Manufacturers Standardization Society
NAAMM	National Association of Architectural Metal Manufacturer's
NACE	National Association of Corrosion Engineers
DASMA	Door and Access Systems Manufacturers Association International
NACE	National Association of Corrosion Engineers
NAPF	National Association of Pipe Fabricators
NBBPVI	National Board of Boiler and Pressure Vessel Inspectors
NCCLS	National Committee for Clinical Laboratory Standards
NCMA	National Concrete Masonry Association
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NESC	National Electrical Safety Code
NETA	International Electrical Testing Association
NFPA	National Fire Protection Association or National Fluid Power Association
NISO	National Information Standards Organization
NIST	National Institute of Standards and Technology
NLGI	National Lubricating Grease Institute
NRCA	National Roofing Contractors Association
NSF	National Sanitation Foundation
NWWDA	National Wood Window and Door Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PPI	Plastic Pipe Institute
RCRA	Resource Conservation and Recovery Act
RIS	Redwood Inspection Service, a division of the California Redwood Association, CRA
RMA	Rubber Manufacturers Association
RVIA	Recreational Vehicle Industry Association
RWMA	Resistance Welder Manufacturer's Association
SAE	Society of Automotive Engineers
SDI	Steel Door Institute, Steel Deck Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPFA	Steel Plate Fabricator's Association
SPIB	Southern Pine Inspection Bureau
SSBC	Southern Standard Building Code, Southern Building Code Congress
SSPC	Society for Protective Coating
SSPWC	Standard Specifications for Public Works Construction
STLE	Society of Tribologists and Lubricating Engineers
TAPPI	Technical Association of the Worldwide Pulp, Paper, and Converting Industry
TFI	The Fertilizer Institute
TIA	Telecommunications Industries Association
TPI	Truss Plate Institute
UBC	Uniform Building Code
UL	Underwriters Laboratories, Inc.
USEPA	United States of America Environmental Protection Agency
WCLIB	West Coast Lumber Inspection Bureau

WDMA	National Window and Door Manufacturers Association
WEF	Water Environment Federation
WI	Woodwork Institute
WRI	Wire Reinforcement Institute, Inc.
WWPA	Western Wood Products Association

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 01 42 19 - REFERENCE STANDARDS

PART 1 - GENERAL

1.1 THE SUMMARY

- A. Titles of Sections and Paragraphs: Titles and subtitles accompanying specification sections and paragraphs are for convenience and reference only and do not form a part of the Specifications.
- B. Applicable Publications: Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is indicated, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Contract is advertised for Bids shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth in the Specifications or shown on the Drawings will be waived because of any provision of or omission from said standards or requirements.
- C. Specialists, Assignments: In certain instances, specification text requires (or implies) that specific WORK is to be assigned to specialists or expert entities who must be engaged to perform that WORK. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the WORK; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of WORK is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of Contract requirements remains with the CONTRACTOR.

1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. The CONTRACTOR shall construct the WORK in accordance with the Contract Documents and the referenced portions of those referenced codes, standards, and specifications. CONTRACTOR shall adhere to all Evanston Water Treatment Plant protocols.
- B. References to "Building Code" or "International Building Code" shall mean the 2012 edition of the International Building Code (IBC). Similarly, references to "Mechanical Code" or "Uniform Mechanical Code," "Plumbing Code" or "Uniform Plumbing Code," "Fire Code" or "Uniform Fire Code," shall mean Uniform Mechanical Code, Uniform Plumbing Code and Uniform Fire Code of the International Association of Plumbing and Mechanical Officials (IAPMO) as amended by the local jurisdiction. "Electric Code" or "National Electric Code (NEC)" shall mean the National Electric Code of the National Fire Protection Association (NFPA). The latest edition of the codes as approved by the Municipal Code and used by the local agency as of the date that the WORK is advertised for Bids shall apply to the WORK herein, including all addenda, modifications, amendments, or other lawful changes thereto.
- C. In case of conflict between codes, reference standards, drawings, and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the ENGINEER for clarification and direction prior to ordering or

providing any materials or furnishing labor. The CONTRACTOR shall bid for the most stringent requirements.

- D. References to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
- E. References to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

1.3 REGULATIONS RELATED TO HAZARDOUS MATERIALS

- A. The CONTRACTOR shall be responsible that all WORK included in the Contract Documents, regardless if indicated or not, shall comply with all EPA, OSHA, RCRA, NFPA, and any other federal, state, and local regulations governing the storage and conveyance of hazardous materials, including petroleum products.
- B. Where no specific regulations exist and the OWNER has not waived the requirement in writing, chemical, hazardous, and petroleum product piping and storage in underground locations shall be double containment piping and tanks or be installed in separate concrete trenches and vaults with an approved lining that cannot be penetrated by the chemicals.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 45 00 - QUALITY CONTROL

PART 1 -- GENERAL

1.1 DEFINITION

- A. Specific quality control requirements for the WORK are indicated throughout the Contract Documents. The requirements of this Section are primarily related to performance of the WORK beyond furnishing of manufactured products. The term "Quality Control" includes inspection, sampling and testing, and associated requirements.

1.2 INSPECTION AT PLACE OF MANUFACTURE

- A. Unless otherwise indicated, all products, materials, and equipment shall be subject to inspection by the ENGINEER at the place of manufacture.
- B. The presence of the ENGINEER at the place of manufacturer, however, shall not relieve the CONTRACTOR of the responsibility for providing products, materials, and equipment which comply with all requirements of the Contract Documents. Compliance is a duty of the CONTRACTOR, and said duty shall not be avoided by any act or omission on the part of the ENGINEER.

1.3 SAMPLING AND TESTING

- A. Unless otherwise indicated, all sampling and testing will be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered; however, the OWNER reserves the right to use any generally-accepted system of sampling and testing which, in the opinion of the ENGINEER will assure the OWNER that the quality of the workmanship is in full accord with the Contract Documents.
- B. Any waiver by the OWNER of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the testing or other quality assurance requirements originally indicated, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial WORK, shall not be construed as a waiver of any requirements of the Contract Documents.
- C. Notwithstanding the existence of such waiver, the ENGINEER reserves the right to make independent investigations and tests, and failure of any portion of the WORK to meet any of the requirements of the Contract Documents, shall be reasonable cause for the ENGINEER to require the removal or correction and reconstruction of any such WORK in accordance with the General Conditions.

1.4 INSPECTION AND TESTING SERVICE

- A. Inspection and testing laboratory service shall comply with the following:
 - 1. Unless indicated otherwise by the Technical Specifications, the CONTRACTOR will appoint, employ, and pay for services of an independent firm to perform inspection and testing or will perform inspection and testing itself.

2. The independent firm will perform inspections, testings, and other services as required by the ENGINEER under Paragraph 1.3C above.
 3. Reports of testing, regardless of whether the testing was the OWNER'S or the CONTRACTOR'S responsibility, will be submitted to the ENGINEER, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
 4. The CONTRACTOR shall cooperate with the OWNER or independent firm and furnish samples of materials, design mix, equipment, tools, storage, and assistance as requested.
 5. The CONTRACTOR shall notify ENGINEER 48 hours prior to the expected time for operations requiring inspection and laboratory testing services.
 6. Retesting required because of non-conformance to requirements shall be performed by the same independent firm on instructions by the OWNER. The CONTRACTOR shall bear all costs from such retesting.
 7. For samples and tests required for CONTRACTOR'S use, the CONTRACTOR shall make arrangements with an independent firm for payment and scheduling of testing. The cost of sampling and testing for the CONTRACTOR'S use shall be the CONTRACTOR'S responsibility.
- B. CONTRACTOR shall accommodate the OWNER for inspection of underwater facilities during construction.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION

3.1 INSTALLATION

- A. Inspection: The CONTRACTOR shall inspect materials or equipment upon the arrival on the job site and immediately prior to installation, and reject damaged and defective items.
- B. Measurements: The CONTRACTOR shall verify measurements and dimensions of the WORK, as an integral step of starting each installation.
- C. Manufacturer's Instructions: Where installations include manufactured products, the CONTRACTOR shall comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in Contract Documents.

END OF SECTION

SECTION 01 50 00 - MOBILIZATION

PART 1 - GENERAL

1.1 THE SUMMARY

- A. CONTRACTOR shall mobilize as required for the proper performance and completion of the WORK and in accordance with the Contract Documents.
- B. Mobilization shall include at least the following items:
 - 1. Moving onto the Site of CONTRACTOR's plant and equipment necessary for the first month of operations.
 - 2. Installing temporary construction power, wiring, and lighting facilities.
 - 3. Establishing fire protection system.
 - 4. Developing construction water supply.
 - 5. Providing field offices for the CONTRACTOR and the ENGINEER, complete with furnishings, equipment, and utility services.
 - 6. Providing on-Site sanitary facilities and potable water facilities.
 - 7. Arranging for and erection of CONTRACTOR's WORK and storage yards.
 - 8. Constructing and implementing security features and requirements complying with Section 01 35 53 – Site Security.
 - 9. Obtaining required permits.
 - 10. Having OSHA required notices and establishing safety programs.
 - 11. Having the CONTRACTOR's superintendent at the Site full time.
 - 12. Submitting initial submittals.

1.2 PAYMENT FOR MOBILIZATION

- A. The CONTRACTOR's attention is directed to the condition that 5 percent of the Contract Price will be deducted from any money due the CONTRACTOR as progress payments until mobilization items listed above have been completed. The aforementioned amount will be retained by the OWNER as the agreed, estimated value of completing the mobilization items listed. Any such retention of money for failure to complete such mobilization items shall be in addition to the retention from any payments due to the CONTRACTOR.

- B. As soon as practicable after receipt of the Notice to Proceed, the CONTRACTOR shall submit a breakdown to the ENGINEER for approval, which shall show the estimated value of each major component of mobilization. When approved by the ENGINEER, the breakdown will be the basis for initial progress payments in which mobilization is included.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 50 10 - PROTECTION OF EXISTING FACILITIES

PART 1 -- GENERAL

1.1 GENERAL

- A. The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than prior to such damage or temporary relocation, all in accordance with the Contract Documents.

1.2 RIGHTS-OF-WAY

- A. The CONTRACTOR shall not do any WORK that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, or electric transmission line; any fence; or any other structure, nor shall the CONTRACTOR enter upon the rights-of-way involved until notified that the OWNER has secured authority therefor from the proper party.
- B. After authority has been obtained, the CONTRACTOR shall give said party due notice of its intention to begin work, if required by said party, and shall remove, shore, support, or otherwise protect such pipeline, transmission line, ditch, fence, or structure, or replace the same.

1.3 PROTECTION OF STREET OR ROADWAY

- A. The CONTRACTOR shall keep construction debris off Lincoln Street at all times. If construction related debris enters the roadway the contractor shall provide street sweeping to remove the debris within two hours.
- B. The CONTRACTOR shall not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced. Survey markers or points disturbed by the CONTRACTOR shall be accurately restored after street or roadway resurfacing has been completed.

1.4 RESTORATION OF PAVEMENT

- A. General: All paved areas including asphaltic concrete berms cut or damaged during construction shall be replaced with similar materials of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. The pavement restoration requirement to match existing sections shall apply to all components of existing sections, including sub-base, base, and pavement. Temporary and permanent pavement shall conform to the requirements of the affected pavement owner. Pavements which are subject to partial removal shall be neatly saw cut in straight lines.
- B. Temporary Resurfacing: Wherever required by the public authorities having jurisdiction, the CONTRACTOR shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration of improvements.

- C. Permanent Resurfacing: In order to obtain a satisfactory junction with adjacent surfaces, the CONTRACTOR shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.
- D. Restoration of Sidewalks or Private Driveways: Wherever sidewalks or private roads have been removed for purposes of construction, the CONTRACTOR shall place suitable temporary sidewalks or roadways promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions. If no such period of time is so fixed, the CONTRACTOR shall maintain said temporary sidewalks or roadways until the final restoration thereof has been made.

1.5 EXISTING UTILITIES AND IMPROVEMENTS

- A. General: The CONTRACTOR shall protect underground Utilities and other improvements which may be impaired during construction operations, regardless of whether or not the Utilities are indicated on the Drawings. The CONTRACTOR shall take all possible precautions for the protection of unforeseen Utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
- B. Except where the Drawings indicate Utilities have been field located during design or certain Utility locations shall be exposed as part of the WORK, the CONTRACTOR shall be responsible for exploratory excavations as it deems necessary to determine the exact locations and depths of Utilities which may interfere with its work. All such exploratory excavations shall be performed as soon as practicable after Notice to Proceed and, in any event, a sufficient time in advance of construction to avoid possible delays to the CONTRACTOR's progress. When such exploratory excavations show the Utility location as shown on the Drawings to be in error, the CONTRACTOR shall so notify the ENGINEER.
- C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the Utility.
- D. Utilities to be Moved: In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the CONTRACTOR, be notified by the OWNER to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the CONTRACTOR shall notify the ENGINEER a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.
- E. Utilities to be Removed: Where the proper completion of the WORK requires the temporary or permanent removal and/or relocation of an existing Utility or other improvement which is indicated, the CONTRACTOR shall remove and, without unnecessary delay, temporarily replace or relocate such Utility or improvement in a manner satisfactory to the ENGINEER and the owner of the facility. In all cases of such temporary removal or relocation, restoration to the former location shall be accomplished by the CONTRACTOR in a manner that will restore or replace the Utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.

- F. OWNER's Right of Access: The right is reserved to the OWNER and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the WORK of this Contract.
- G. Underground Utilities Indicated: Existing Utility lines that are indicated or the locations of which are made known to the CONTRACTOR prior to excavation and that are to be retained, and all Utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the CONTRACTOR, unless otherwise repaired by the owner of the damaged Utility. If the owner of the damaged facility performs its own repairs, the CONTRACTOR shall reimburse said owner for the costs of repair.
- H. Underground Utilities Not Indicated: In the event that the CONTRACTOR damages existing Utility lines that are not indicated or the locations of which are not made known to the CONTRACTOR prior to excavation, a verbal report of such damage shall be made immediately to the ENGINEER and a written report thereof shall be made promptly thereafter. The ENGINEER will immediately notify the owner of the damaged Utility. If the ENGINEER is not immediately available, the CONTRACTOR shall notify the Utility owner of the damage.
- I. Costs of locating and repairing damage not due to failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such Utility facilities not indicated in the Contract Documents with reasonable accuracy, and for equipment on the project which was actually working on that portion of the WORK which was interrupted or idled by removal or relocation of such Utility facilities, and which was necessarily idled during such work will be paid for as extra work in accordance with the General Conditions.
- J. Approval of Repairs: All repairs to a damaged Utility or improvement are subject to inspection and approval by an authorized representative of the Utility or improvement owner before being concealed by backfill or other work.
- K. Maintaining in Service: Unless indicated otherwise, oil and gasoline pipelines, power, and telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the WORK shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the ENGINEER are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The CONTRACTOR shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

1.6 TREES OR SHRUBS WITHIN STREET RIGHTS-OF-WAY AND PROJECT LIMITS

- A. General: Except where trees or shrubs are indicated to be removed, the CONTRACTOR shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs, including those lying within street rights-of-way and project limits, and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the jurisdictional agency or OWNER. Existing trees and shrubs which are damaged during construction shall be replaced by the CONTRACTOR. Tree protection and replacement shall be accomplished in accordance with the City of Evanston Tree Preservation Code and the following paragraphs.

- B. Replacement: If any tree or shrub is damaged by the CONTRACTOR's operations the CONTRACTOR shall replace the tree or shrub at it's own expense. The tree or shrub shall be of a like size and variety as the one damaged, or, if of a smaller size, the CONTRACTOR shall pay to the owner of said tree a compensatory payment acceptable to the tree or shrub owner, subject to the approval of the jurisdictional agency or OWNER. The size of the tree or shrub shall be not less than 1-inch diameter nor less than 6 feet in height. Planting of replacement trees and shrubs shall be in accordance with Section 253 of the IDOT Standard Specifications for Road and Bridge Construction. Unless otherwise indicated, the CONTRACTOR shall water and maintain the replacement trees and shrubs for 6 months after planting.
- C. Protection: All trees within the work area that are not designated to be removed shall be protected with temporary high visibility fencing around the tree protection area or canopy drip line. No construction activities, stock piling, or storage may occur within the tree protection area.

1.7 LAWN AREAS

- A. Lawn or landscaped areas damaged during construction shall be repaired to match the pre-construction condition to the satisfaction of the land owner and the OWNER.

1.8 NOTIFICATION BY THE CONTRACTOR

- A. Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way, the CONTRACTOR shall notify the respective authorities representing the owners or agencies responsible for such facilities not less than 3 days nor more than 7 days prior to excavation so that a representative of said owners or agencies can be present during such work if they so desire. The CONTRACTOR shall also notify the Joint Utility Locating Information for Excavators (JULIE) at 1-800-892-0123 at least 2 days prior to such excavation.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 01 51 00 - TEMPORARY UTILITIES

PART 1 - GENERAL

1.1 THE SUMMARY

- A. The types of utility services required for general temporary use at the Site may include the following:

Water service (potable for certain uses)
Storm sewer
Sanitary sewer
Electric power service
Gas service

1.2 JOB CONDITIONS

- A. Scheduled Uses: The CONTRACTOR, in conjunction with establishing the progress schedule, shall establish a schedule for implementation and termination of service for each temporary utility at the earliest feasible time, and when acceptable to OWNER, change over from temporary utility service to permanent service.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. The CONTRACTOR shall provide either new or used materials and equipment, that are in substantially undamaged condition and without significant deterioration and which are recognized in the construction industry by compliance with appropriate standards, as being suitable for intended use in each case. Where a portion of temporary utility is provided by utility company, the CONTRACTOR shall provide the remaining portion with matching and compatible materials and equipment and shall comply with recommendations of the utility company.

PART 3 - EXECUTION

3.1 INSTALLATION OF TEMPORARY UTILITY SERVICES

- A. General: Wherever feasible, the CONTRACTOR shall engage the utility company to install temporary service to the Site, or as a minimum, to make connection to existing utility service; locate services where they will not interfere with WORK, including installation of permanent utility services; and maintain temporary services as installed for required period of use; and relocate, modify or extend as necessary from time to time during that period as required to accommodate WORK in progress.
- B. Approval of Electrical Connections: Temporary connections for electricity shall be subject to approval of the power company representative and shall be removed in like manner at the CONTRACTOR's expense prior to final acceptance of the WORK.
- C. Separation of Circuits: Circuits used for power purposes shall be separate from lighting circuits.

- D. Construction Wiring: Wiring for temporary electric light and power shall be properly installed and maintained and shall be securely fastened in place. Electrical facilities shall conform to the requirements of Subpart K of the OSHA Safety and Health Standards for Construction.

3.2 INSTALLATION OF POWER DISTRIBUTION SYSTEM

- A. Power: The CONTRACTOR shall provide power required for its operations under the Contract and shall provide and maintain temporary power lines required to perform the WORK in a safe and satisfactory manner.
- B. Temporary Power Distribution: The CONTRACTOR shall provide a weatherproof, grounded, temporary power distribution system sufficient for performance of the entire WORK, including temporary electrical heating where indicated, operation of test equipment and test operation of building equipment and systems which cannot be delayed until permanent power connections are operable, temporary operation of other temporary facilities, including permanent equipment and systems which must be placed in operation prior to use of permanent power connections (pumps, HVAC equipment, elevators, and similar equipment), and power for temporary operation of existing facilities (if any) at the Site during change-over to new permanent power system. Provide circuits of adequate size and proper power characteristics for each use; run circuit wiring generally overhead, and rise vertically in locations where it will be least exposed to possible damage from construction operations and will result in minimal interference with performance of the WORK; provide rigid steel conduit or equivalent raceways for wiring which must be exposed on grade, floors, decks, or other exposures to damage or abuse.
- C. The City will provide a connection for 120V power from a panel inside the water plant building for construction trailers only. The Contractor will be responsible for establishing and maintaining the connection.

3.3 INSTALLATION OF LIGHTING

- A. Construction Lighting: WORK conducted at night or under conditions of deficient daylight shall be suitably lighted to ensure proper performance and to afford adequate facilities for inspection and safe working conditions.
- B. Temporary Lighting: The CONTRACTOR shall provide a general, weatherproof, grounded temporary lighting system in every area of construction as soon as overhead floor/roof deck structure has been installed to provide sufficient illumination for safe working and traffic conditions. Run circuit wiring generally overhead, and rise vertically in locations where it will be least exposed to possible damage from construction operations on grade, floors, decks, or other areas of possible damage or abuse.

3.4 WATER SUPPLY

- A. General: The CONTRACTOR shall coordinate with the OWNER to provide an adequate water supply for all domestic and construction purposes. Onsite hydrants will not be available for CONTRACTOR use for this project. The CONTRACTOR shall provide facilities necessary to convey the water from the source to the points of use in accordance with the requirements of the Contract Documents. The CONTRACTOR shall pay the fee for water meter and other charges for water use.

3.5 INSTALLATION OF SANITARY FACILITIES

- A. Toilet Facilities: Fixed or portable chemical toilets shall be provided wherever needed for the use of CONTRACTOR's employees. Toilets at construction sites shall conform to the requirements of Subpart D, Section 1926.51 of the OSHA Standards for Construction. Provide separate field office facilities in conformance with Section 01 52 00 – Field Offices, Equipment, and Services.

3.6 INSTALLATION OF FIRE PROTECTION

- A. Fire Protection: The construction plant and the WORK shall be connected with the CONTRACTOR's temporary water supply system and shall be adequately protected against damage by fire. Hose connections and hose, water casks, chemical equipment, or other sufficient means shall be provided for fighting fires in the temporary structures and other portions of the WORK, and responsible persons shall be designated and instructed in the operation of such fire apparatus so as to prevent or minimize the hazard of fire.

3.7 INSTALLATION OF GAS SERVICE

- A. Gas Service: The CONTRACTOR, if needed, shall install gas service and distribution piping of size adequate for temporary heating of enclosed construction WORK, construction offices, toilets, fabrication shops and similar temporary facilities requiring heat.

3.8 INSTALLATION OF COMMUNICATIONS

- A. Telephone Services: The CONTRACTOR shall provide and maintain during the progress of the WORK not less than one telephone in good working order at its own field construction office at or near the Site.

3.9 OPERATIONS AND TERMINATIONS

- A. Inspections: Prior to placing temporary utility services into use, the CONTRACTOR shall inspect and test each service and arrange for governing authorities' required inspection and tests, and obtain required certifications and permits for use thereof.
- B. Protection: The CONTRACTOR shall maintain distinct markers for underground lines, and protect from damage during excavating operations.
- C. Termination and Removal: When need for a temporary utility service or a substantial portion thereof has ended, or when its service has been replaced by use of permanent services, or not later than time of substantial completion, the CONTRACTOR shall promptly remove installation unless requested by ENGINEER to retain it for a longer period. The CONTRACTOR shall complete and restore WORK which may have been delayed or affected by installation and use of temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces.
- D. Removal of Water Connections: Before final acceptance of the WORK on the project, temporary connections and piping installed by the CONTRACTOR shall be entirely removed, and affected improvements shall be restored to original condition or better, to the satisfaction of the ENGINEER and to the agency owning the affected utility.

END OF SECTION

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SECTION 01 52 00 - FIELD OFFICE, EQUIPMENT, AND SERVICES

PART 1 -- GENERAL

1.1 THE REQUIREMENT

- A. The CONTRACTOR shall provide field offices and equipment and furnish related services at the Site.
- B. The ENGINEER'S field office shall be located close to the CONTRACTOR's field office, at a spot designated by the ENGINEER.

1.2 FIELD OFFICE SCHEDULE

- A. Field offices, equipped as indicated herein, shall be provided at the Site, ready for exclusive use by the ENGINEER and the OWNER's representative and staff within 14 Days after the commencement date stated in the Notice to Proceed. The CONTRACTOR'S attention is directed to the condition that no payment for that portion of the Contract Price designated for mobilization, or any part thereof, will be approved for payment until the field office facilities indicated herein have been provided. The provisions for such payment are included in Section 01 50 00 - Mobilization.
- B. Unless released earlier by the ENGINEER in writing, field office(s) shall be maintained in full operation at the Site with all utilities connected and operable until the Notice of Completion has been executed or recorded. Upon execution or recordation of the Notice of Completion, or upon early release of the field office by the ENGINEER, the CONTRACTOR shall remove the field office within 14 Days from said date, and shall restore the Site occupied by the field office to the condition indicated.

PART 2 -- PRODUCTS

2.1 OFFICE FACILITIES

- A. General: The CONTRACTOR shall provide necessary electrical wiring, plumbing, toilet and lavatory fixtures, air conditioning and heating equipment, and shelving, and shall furnish light, heat, water, and daily janitorial services in connection with the field office.
- B. ENGINEER'S Field Office: The office shall be one separate, well lighted, air conditioned, electrically-heated field office with a toilet room containing a water closet and lavatory partitioned off from the working area. The water closet may be of the chemical type provided that it is a flush type with an approved holding tank. The toilet room door shall be provided with a latch set. The office shall have an outside door lock. Office shall be of the portable trailer type unless otherwise specifically authorized by the ENGINEER in writing and shall be a separate unit, not attached or connected to any other structures. The office shall have a minimum 1 private offices, one common area that can accommodate at least 1 desks, 2 filing cabinets, 1 plan table, and 1 bookcase.
- C. CONTRACTOR'S Field Office: The CONTRACTOR shall also provide similar office facilities. Each such office shall be equipped similar to the ENGINEER's primary field office. The size shall be as required by the CONTRACTOR and shall not be any smaller than the ENGINEER'S office.

2.2 FIELD OFFICE FURNISHINGS

- A. The CONTRACTOR shall furnish the following items in good condition in the ENGINEER'S Field Office:

2 each	Standard 30- by 60-inch desks with not less than 3 drawers each
1 each	Plan table 36- by 72-inch top; 36-inches tall
2 each	File cabinet, legal size, 4 or 5 drawer with lock and 3 keys, double suspension, complete with Pendaflex suspension racks for each drawer
4 each	Office chairs, standard armrest type, adjustable, swivel, tilt-back with casters
4 each	Waste baskets
2 each	5 shelf bookshelves
1 each	Bottled water dispenser unit (supplying both hot and cold water) and bottled water service and supply of paper cups
1 each	Refrigerator
1 each	Microwave
1 each	Coffee Machine
1 each	2-way handheld radio, for communication with the contractor
1 each	Television with HDMI cable. Mounted to wall with swing arm. Minimum 42" HD screen size.

2.3 FIELD OFFICE SERVICES

- A. Each field office shall be provided with sufficient lighting to produce not less than 50 foot-candles at desktop height at each desk location. Exterior lighting shall be provided over the entrance door.
- B. A minimum of four 110 VAC duplex grounded electric convenience outlets shall be provided in each office and in the conference room and common area. At least one such outlet shall be located on each wall. The electric distribution panel shall service not less than two 110 VAC circuits.
- C. Where inside toilet facilities are not connected to outside plumbing, a flush-type chemical toilet with a holding tank shall be provided. Sanitary waste material shall be regularly pumped out and the chemicals recharged. Toilet paper and paper towels shall be furnished for each toilet facility.
- D. Regular daily janitorial services shall be furnished during working hours each Day. Offices shall be swept, dusted, and waste receptacles emptied. Toilet facilities shall be sanitized and cleaned daily, and paper supplies shall be replenished.
- E. Internet Access: Provide a high-speed DSL data line or T1 cable line with internet access for the duration of the project.

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 55 00 - SITE ACCESS AND STORAGE

PART 1 -- GENERAL

1.1 HIGHWAY LIMITATIONS

- A. The CONTRACTOR shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the WORK. It shall be the CONTRACTOR's responsibility to construct and maintain any haul roads required for its construction operations.

1.2 TEMPORARY CROSSINGS

- A. General: Continuous, unobstructed, safe, and adequate pedestrian and vehicular access shall be provided to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, and hospitals. Safe and adequate public transportation stops and pedestrian crossings at intervals not exceeding 300-feet shall be provided. The CONTRACTOR shall cooperate with parties involved in the delivery of mail and removal of trash and garbage so as to maintain existing schedules for such services. Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time.
- B. Temporary Bridges: Wherever necessary, to maintain vehicular crossings, the CONTRACTOR shall provide suitable temporary bridges or steel plates over unfilled excavations, except in such cases as the CONTRACTOR shall secure the written consent of the responsible individuals or authorities to omit such temporary bridges or steel plates, which written consent shall be delivered to the ENGINEER prior to excavation. Such bridges or steel plates shall be maintained in service until access is provided across the backfilled excavation. Temporary bridges or steel plates for street and highway crossing shall conform to the requirements of the authority having jurisdiction in each case, and the CONTRACTOR shall adopt designs furnished by said authority for such bridges or steel plates, or shall submit designs to said authority for approval, as may be required.
- C. Street Use: Nothing herein shall be construed to entitle the CONTRACTOR to the exclusive use of any public street, alleyway, or parking area during the performance of the WORK hereunder, and it shall conduct its operations to not interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleyways, or parking areas. No street shall be closed to the public without first obtaining permission of the ENGINEER and proper governmental authority. Where excavation is being performed in primary streets or highways, one lane in each direction shall be kept open to traffic at all times unless otherwise indicated. Toe boards shall be provided to retain excavated material if required by the ENGINEER or the agency having jurisdiction over the street or highway. Fire hydrants on or adjacent to the WORK shall be kept accessible to fire-fighting equipment. Temporary provisions shall be made by the CONTRACTOR to assure the use of sidewalks and the proper functioning of gutters, storm drain inlets, and other drainage facilities.

- D. Traffic Control: For the protection of traffic in public or private streets and ways, the CONTRACTOR shall provide, place, and maintain necessary barricades, traffic cones, warning signs, lights, and other safety devices in accordance with the requirements of the "Manual of Uniform Traffic Control Devices, Part VI - Traffic Controls for Street and Highway Construction and Maintenance Operations," published by U.S. Department of Transportation, Federal Highway Administration (ANSI D6.1).
1. The CONTRACTOR shall take necessary precautions for the protection of the WORK and the safety of the public. Barricades and obstructions shall be illuminated at night, and lights shall be kept burning from sunset until sunrise. The CONTRACTOR shall station such guards or flaggers and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. Signs, signals, and barricades shall conform to the requirements of Subpart G, Part 1926, of the OSHA Safety and Health Standards for Construction.
 2. The CONTRACTOR shall submit a traffic control plan to the City Engineer for approval a minimum of 2 weeks prior to construction. The City Engineer shall be allowed access to observe these traffic control plans in use and to make any changes as field conditions warrant. Any changes required by the City Engineer shall supersede these plans and be done solely at the CONTRACTOR's expense.
 3. The CONTRACTOR shall remove traffic control devices when no longer needed, repair damage caused by installation of the devices, and shall remove post settings and backfill the resulting holes to match grade.
- E. Temporary Street Closure: If closure of any street is required during construction, the CONTRACTOR shall apply in writing to the City Engineer and any other jurisdictional agency at least 30 Days in advance of the required closure. A Detour and Traffic Control Plan shall accompany the application.
- F. Temporary Driveway Closure: The CONTRACTOR shall request approval from the owner or occupant (if not owner-occupied) for a driveway closure up to 48 hours in advance. Driveway closure shall be prohibited unless necessary.

1.3 CONTRACTOR'S WORK AND STORAGE AREA

- A. All deliveries to site shall be through temporary access point. No deliveries permitted to/through the water treatment plant without OWNER approval.
- B. The CONTRACTOR shall make its own arrangements for any necessary off-Site storage or shop areas necessary for the proper execution of the WORK.
- C. Lands to be furnished by the OWNER for construction operations, concrete aggregate pits, roads, and other purposes are indicated. Should the CONTRACTOR find it necessary to use any additional land during the construction of the WORK, it shall arrange for the use of such lands at its own expense.
- D. The CONTRACTOR shall construct and use a separate storage area for hazardous materials used in constructing the WORK.
 1. For the purpose of this paragraph, hazardous materials to be stored in the separate area are products labeled with any of the following terms: Warning, Caution, Poisonous, Toxic, Flammable, Corrosive, Reactive, or Explosive. In addition,

whether or not so labeled, the following materials shall be stored in the separate area: diesel fuel, gasoline, new and used motor oil, hydraulic fluid, cement, paints and paint thinners, 2 part epoxy coatings, sealants, asphaltic products, glues, solvents, wood preservatives, sand blast materials, and spill absorbent.

2. Hazardous materials shall be stored in groupings according to the Material Safety Data Sheets.
3. The CONTRACTOR shall develop and submit to the ENGINEER a plan for storing and disposing of the materials above.
4. The CONTRACTOR shall obtain and submit to the ENGINEER a single EPA number for wastes generated at the Site.
5. The separate storage area shall meet the requirements of authorities having jurisdiction over the storage of hazardous materials.
6. Hazardous materials that are delivered in containers shall be stored in the original containers until use. Hazardous materials delivered in bulk shall be stored in containers which meet the requirements of authorities having jurisdiction.

1.4 PARKING

A. The CONTRACTOR shall:

1. Provide temporary parking areas as follows:

1 space for the ENGINEER

2. Traffic and parking areas shall be maintained in a sound condition, free of excavated material, construction equipment, mud, and construction materials. The CONTRACTOR shall repair breaks, potholes, low areas which collect standing water, and other deficiencies.

B. Limited public street parking is available on a first come first served basis west of Sheridan Avenue. No contractor parking is permitted on Northwestern University properties.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 57 19 - TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

1.1 DUST ABATEMENT

- A. The CONTRACTOR shall prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity of the Site. The CONTRACTOR shall be responsible for any damage resulting from dust originating from its operations. Dust abatement measures shall be continued until the CONTRACTOR is relieved of further responsibility by the ENGINEER.
- B. Storage Piles: Enclose, cover, water (as needed), or apply non-toxic soil binders according to manufacturer's specifications on material piles (i.e. gravel, sand, dirt) with a silt content of 5 percent or greater.
- C. Active Areas of Site: Water active construction areas and unpaved roads as needed and as requested by ENGINEER.
- D. Inactive Areas of Site: Apply non-toxic soil stabilizers according to manufacturer's specifications to inactive construction areas, or water as needed to maintain adequate dust control.
- E. Vehicle Loads: Cover or maintain at least 2-feet of freeboard vertical distance between the top of the load and the top of the trailer sides on trucks hauling dirt, sand, soil, or other loose materials off of the Site.
- F. Roads: When there is visible track-out onto a paved public road, install wheel washers where the vehicles exit and enter onto the paved roads and wash the undercarriage of trucks and any equipment leaving the Site on each trip. Sweep the paved street at the end of each shift with a Mobil Athey or similar water spray pick-up broom-type street sweeper as necessary or as directed.
- G. Vehicle Speeds: If watering of unpaved roads is not sufficient to control dust, reduce vehicle speeds to 15 mph or less on such roads.

1.2 SEDIMENTATION ABATEMENT

- A. The CONTRACTOR shall be responsible for developing and obtaining the permit for the Stormwater Pollution Prevention Plan (SWPPP) and submitting to the City of Evanston.
- B. The CONTRACTOR shall be responsible for collecting, storing, hauling, and disposing of spoil, silt, and waste materials in compliance with applicable federal, state, and local rules and regulations and the Contract Documents.
- C. Install and maintain erosion and sediment control measures, such as swales, grade stabilization structures, berms, dikes, waterways, filter fabric fences, and sediment basins.
- D. Filter fabric barrier systems, if used, shall be installed in such a manner that surface runoff will percolate through the system in sheet flow fashion and allow sediment to be retained and accumulated.

- E. Remove and dispose of sediment deposits at the designated spoil area. If a spoil area is not indicated, dispose of sediment off-Site at a location not in or adjacent to a stream or floodplain. Sediment to be placed at the spoil area should be spread evenly, compacted, and stabilized. Sediment shall not be allowed to flush into a stream or drainage way.
- F. Maintain erosion and sediment control measures until final acceptance or until requested by the ENGINEER to remove it.

1.3 RUBBISH CONTROL

- A. During the progress of the WORK, the CONTRACTOR shall keep the Site and other areas for which it is responsible in a neat and clean condition and free from any accumulation of rubbish. The CONTRACTOR shall dispose of rubbish and waste materials of any nature and shall establish regular intervals of collection and disposal of such materials and waste. The CONTRACTOR shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of rubbish and surplus materials shall be off the Site in accordance with local codes and ordinances governing locations and methods of disposal and in conformance with applicable safety laws and the particular requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.

1.4 SANITATION

- A. Toilet Facilities: Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilets shall conform to the requirements of Part 1926 of the OSHA Standards for Construction.
- B. Sanitary and Other Organic Wastes: The CONTRACTOR shall establish a regular daily collection of sanitary and organic wastes. Wastes and refuse from sanitary facilities provided by the CONTRACTOR or organic material wastes from any other source related to the CONTRACTOR's operations shall be disposed of away from the Site in a manner satisfactory to the ENGINEER and in accordance with Laws and Regulations pertaining thereto.

1.5 CHEMICALS

- A. Chemicals used on the WORK or furnished for facility operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

1.6 CULTURAL RESOURCES

- A. The CONTRACTOR's attention is directed to the National Historic Preservation Act of 1966 (16 U.S.C. 470) and 36 CFR 800 which provides for the preservation of potential historical architectural, archaeological, or cultural resources (hereinafter called "cultural resources").
- B. In the event potential cultural resources are discovered during subsurface excavations at the Site, the following procedures shall be instituted:

1. The OWNER will issue a temporary Notice to Suspend Work directing the CONTRACTOR to cease construction operations at the location of such potential cultural resources find.
 2. The suspension Notice will contain the following:
 - a. A clear description of the WORK to be suspended
 - b. Instructions regarding issuance of further orders by the CONTRACTOR for material services
 - c. Guidance as to the action to be taken on subcontracts
 - d. Suggestions to the CONTRACTOR to minimize incurred costs
 - e. Estimated duration of the temporary suspension.
 3. Such suspension shall be effective until such time as a qualified archeologist can assess the value of the potential cultural resources and make recommendations to the State Historic Preservation Cultural Resources Coordinator.
 4. The OWNER will implement appropriate actions as directed by the State Historic Preservation Cultural Resources Coordinator. The CONTRACTOR shall cease WORK in the area of a discovery until appropriate actions have been determined in accordance with this paragraph.
- C. If the archeologist determines that the potential find is a bonafide cultural resource, at the direction of the State historic Preservation Cultural Resources Coordinator, the OWNER will extend the duration of the suspension.
- D. Changes to the Contract Price and Contract Times for suspension due to discovery of a potential cultural resource will be made in the following manner:
1. Contract Times
 - a. If the WORK temporarily suspended is on the "critical path", the total number of Days for which the suspension is in effect will be added to the Contract Times.
 - b. If a portion of WORK at the time of such suspension is not on the "critical path", but subsequently becomes WORK on the critical path, the Contract Times will be computed from the date such WORK is classified as on the critical path.
 2. Contract Price
 - a. If, as a result of a cultural resources suspension, the CONTRACTOR sustains a loss that could not have been avoided by judicious handling of forces and equipment or redirection of forces or equipment to perform other WORK on the contract, there will be paid an amount based on time and materials for the loss in accordance with the following:
 - 1) Idle Time of Equipment: Compensation for equipment idle time will be determined in accordance with the General Conditions for Delays.

- 2) Idle Time of Labor: Compensation for idle time of workers will be determined in accordance with the General Conditions for Delays.
- b. Costs of labor will be compensated only to the extent such cost was in fact caused by the suspension.
 - c. Compensation for loss due to idle time of either equipment or labor will not include markup for profit.
 - d. The hours for which compensation will be paid will be the actual normal working time during which such suspension lasts, but will in no case exceed eight hours in any single Day.
 - e. The days for which compensation will be paid exclude Saturdays, Sundays, and legal holidays during the suspension.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 58 13 – TEMPORARY PROJECT SIGN

PART 1 - GENERAL

1.1 THE SUMMARY

- A. The CONTRACTOR shall provide one project identification signs, complete, in accordance with the Contract Documents.
- B. The sign must meet all specifications of standard signage in the State Revolving Fund Project Public Notification Requirements.

PART 2 - PRODUCTS

2.1 SIGN CONSTRUCTION

- A. The sign shall be constructed of 1/2-inch plywood with 4-inch by 4-inch supports and 2-inch by 4-inch cross bracing.
- B. The sign face shall be 4-feet vertical by 8-feet horizontal.

2.2 COLORS

- A. The face shall be white
- B. Lettering shall be black, block letter style

2.3 SIGN CONTENT

- A. Sign content shall be provided by the OWNER.

PART 3 - EXECUTION

3.1 SIGN APPROVAL

- A. Sign design shall be submitted to OWNER for approval prior to fabrication.

3.2 SIGN LOCATION

- A. The project sign shall be located on the Site as approved by the OWNER at such a location so as to be highly visible and not obstruct pedestrian or vehicular traffic.
- B. The sign shall be set 4-feet above the ground, measured from grade to the lower edge of the plywood sheet.

3.3 REMOVAL

- A. Remove the project sign upon preparation of the Notice of Completion.

END OF SECTION

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SECTION 01 60 00 - PRODUCTS, MATERIALS, EQUIPMENT, AND SUBSTITUTIONS

PART 1 - GENERAL

1.1 DEFINITIONS

- A. The word "Products," as used in the Contract Documents, is defined to include purchased items for incorporation into the WORK, regardless of whether specifically purchased for the project or taken from CONTRACTOR's stock of previously purchased products. The word "Materials," is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form WORK. The word "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, and other like items). Definitions in this paragraph are not intended to negate the meaning of other terms used in the Contract Documents, including "specialties," "systems," "structure," "finishes," "accessories," "furnishings," special construction," and similar terms, which are self-explanatory and have recognized meanings in the construction industry.
- B. Neither "Products" nor "Materials" nor "Equipment" includes machinery and equipment used for preparation, fabrication, conveying, and erection of the WORK.

1.2 QUALITY ASSURANCE

- A. Source Limitations: To the greatest extent possible for each unit of WORK, the CONTRACTOR shall provide products, materials, and equipment of a singular generic kind from a single source.
- B. Compatibility of Options: Where more than one choice is available as options for CONTRACTOR's selection of a product, material, or equipment, the CONTRACTOR shall select an option which is compatible with other products, materials, or equipment. Compatibility is a basic general requirement of product, material and equipment selections.

1.3 PRODUCT DELIVERY AND STORAGE

- A. The CONTRACTOR shall deliver and store the WORK in accordance with manufacturer's written recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Site and overcrowding of construction spaces. In particular, the CONTRACTOR shall ensure coordination to ensure minimum holding or storage times for flammable, hazardous, easily damaged, or sensitive materials to deterioration, theft, and other sources of loss.

1.4 TRANSPORTATION AND HANDLING

- A. Products shall be transported by methods to avoid damage and shall be delivered in undamaged condition in manufacturer's unopened containers and packaging.
- B. The CONTRACTOR shall provide equipment and personnel to handle products, materials, and equipment, by methods to prevent soiling and damage.

- C. The CONTRACTOR shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.

1.5 STORAGE AND PROTECTION

- A. Products shall be stored in accordance with manufacturer's written instructions and with seals and labels intact and legible. Sensitive products shall be stored in weather-tight climate controlled enclosures and temperature and humidity ranges shall be maintained within tolerances required by manufacturer's recommendations.
- B. For exterior storage of fabricated products, products shall be placed on sloped supports above ground. Products subject to deterioration shall be covered with impervious sheet covering and ventilation shall be provided to avoid condensation.
- C. Loose granular materials shall be stored on solid flat surfaces in a well-drained area and shall be prevented from mixing with foreign matter.
- D. Storage shall be arranged to provide access for inspection. The CONTRACTOR shall periodically inspect to assure products are undamaged and are maintained under required conditions.
- E. Storage shall be arranged in a manner to provide access for maintenance of stored items and for inspection.

1.6 MAINTENANCE OF PRODUCTS IN STORAGE

- A. Stored products shall be periodically inspected on a scheduled basis. The CONTRACTOR shall maintain a log of inspections and shall make the log available on request.
- B. The CONTRACTOR shall comply with manufacturer's product storage requirements and recommendations.
- C. The CONTRACTOR shall maintain manufacturer-required environmental conditions continuously.
- D. The CONTRACTOR shall ensure that surfaces of products exposed to the elements are not adversely affected and that weathering of finishes does not occur.
- E. For mechanical and electrical equipment, the CONTRACTOR shall provide a copy of the manufacturer's service instructions with each item and the exterior of the package shall contain notice that instructions are included.
- F. Products shall be serviced on a regularly scheduled basis, and a log of services shall be maintained and submitted as a record document prior to final acceptance by the OWNER in accordance with the Contract Documents.

1.7 PROPOSED SUBSTITUTIONS OR "OR-EQUAL" ITEM

- A. Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular manufacturer, the naming of the item is intended to establish the type, function, and quality required. If the name is followed by the words "or equal" indicating that a substitution is permitted, materials or

equipment of other manufacturers may be accepted if sufficient information is submitted by the CONTRACTOR to allow the ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named, subject to the following requirements:

1. The burden of proof as to the type, function, and quality of any such substitution product, material or equipment shall be upon the CONTRACTOR.
 2. The ENGINEER will be the sole judge as to the type, function, and quality of any such substitution and the ENGINEER's decision shall be final.
 3. The ENGINEER may require the CONTRACTOR to furnish additional data about the proposed substitution.
 4. The OWNER may require the CONTRACTOR to furnish a special performance guarantee or other surety with respect to any substitution.
 5. Acceptance by the ENGINEER of a substitution item proposed by the CONTRACTOR shall not relieve the CONTRACTOR of the responsibility for full compliance with the Contract Documents and for adequacy of the substitution.
 6. The CONTRACTOR shall pay all costs of implementing accepted substitutions, including redesign and changes to WORK necessary to accommodate the substitution.
- B. The procedure for review by the ENGINEER will include the following:
1. If the CONTRACTOR wishes to provide a substitution item, the CONTRACTOR shall make written application to the ENGINEER on the "Substitution Request Form."
 2. Unless otherwise provided by law or authorized in writing by the ENGINEER, the "Substitution Request Form(s)" shall be submitted within the 35-day period after award of the Contract.
 3. Wherever a proposed substitution item has not been submitted within said 35-day period, or wherever the submission of a proposed substitution material or equipment has been judged to be unacceptable by the ENGINEER, the CONTRACTOR shall provide the material or equipment indicated in the Contract Documents.
 4. The CONTRACTOR shall certify by signing the form that the list of paragraphs on the form are correct for the proposed substitution.
 5. The ENGINEER will evaluate each proposed substitution within a reasonable period of time.
 6. As applicable, no shop drawing submittals shall be made for a substitution item nor shall any substitution item be ordered, installed, or utilized without the ENGINEER'S prior written acceptance of the CONTRACTOR'S "Substitution Request Form."
 7. The ENGINEER will record the time required by the ENGINEER in evaluating substitutions proposed by the CONTRACTOR and in making changes by the CONTRACTOR in the Contract Documents occasioned thereby.

- C. The CONTRACTOR's application shall address the following factors which will be considered by the ENGINEER in evaluating the proposed substitution:
1. Whether the evaluation and acceptance of the proposed substitution will prejudice the CONTRACTOR's achievement of Substantial Completion on time.
 2. Whether acceptance of the substitution for use in the WORK will require a change in any of the Contract Documents to adapt the design to the proposed substitution.
 3. Whether incorporation or use of the substitution in connection with the WORK is subject to payment of any license fee or royalty.
 4. Whether all variations of the proposed substitution from the items originally specified are identified.
 5. Whether available maintenance, repair, and replacement service are indicated. The manufacturer shall have a local service agency (within 50 miles of the site) which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
 6. Whether an itemized estimate is included of all costs that will result directly or indirectly from acceptance of such substitution, including cost of redesign and claims of other contractors affected by the resulting change.
 7. Whether the proposed substitute item meets or exceeds the experience and/or equivalency requirements listed in the appropriate technical specifications.
- D. Without any increase in cost to the OWNER, the CONTRACTOR shall be responsible for and pay all costs in connection with proposed substitutions and of inspections and testing of equipment or materials submitted for review prior to the CONTRACTOR's purchase thereof for incorporation in the WORK, whether or not the ENGINEER accepts the proposed substitution or proposed equipment or material. The CONTRACTOR shall reimburse the OWNER for the charges of the ENGINEER for evaluating each proposed substitution.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 74 20 - GRAVITY PIPELINE TESTING

PART 1 - GENERAL

1.1 THE SUMMARY

- A. The CONTRACTOR shall test drain system pipelines in accordance with the Contract Documents.

1.2 CONTRACTOR SUBMITTALS

- A. Furnish submittals in accordance with Section 01 33 00 – Contractor Submittals.
- B. Furnish:
 - 1. A testing plan and schedule including methods for water conveyance, control, leak testing, and water disposal shall be submitted in writing for approval.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 GENERAL

- A. Gravity drain pipes, and service laterals shall be tested for exfiltration or infiltration as indicated. Manholes shall be tested for leakage prior to backfill placement, whereas pipes shall be backfilled prior to testing. Leakage tests shall be completed and approved prior to placing of permanent resurfacing of pavement. When leakage or infiltration exceeds the allowed amount, the CONTRACTOR shall locate the leaks and make the necessary repairs or replacements to reduce the leakage or infiltration to the allowable limits. Individually detectable leaks shall be repaired, regardless of whether the test results are acceptable or not.
- B. Unless otherwise indicated, water for testing will be furnished by the OWNER; however, the CONTRACTOR shall convey the water from the OWNER-designated source to the points of use.
- C. No materials shall be used which would be injurious to pipeline structure and future function. Air test gauges shall be laboratory-calibrated test gauges, and if required by the ENGINEER, shall be recalibrated by a certified laboratory prior to the leakage test. Air test gauges shall have a size and pressure range appropriate for the pipe being tested.
- D. Testing operations shall be performed in the presence of the ENGINEER.

3.2 TESTING SCHEDULE

- A. Leakage Tests
 - 1. Perform the type of leakage tests determined from the table below, based on pipe size, slope between manholes (Criterion 1), and difference in water levels (Criterion 2).

	Criterion 1		Criterion 2	
Nominal Pipe Size	Manhole Delta H, feet		Test Water vs Ground Water Delta H, feet	
	Less than or equal to 10 ft	greater than 10 ft	greater than or equal to 4 ft	less than 4 ft
less than or equal to 24 inches	See Criterion 2	Infiltration or Air See Note 1	Exfiltration	Infiltration or Air
greater than 24 inches	See Criterion 2	See Criterion 2	Exfiltration	Infiltration

Note 1. If ground water is present, perform an infiltration test or air test at the option of the CONTRACTOR; if no ground water is present, perform an air test.

2. Definitions

- a. Delta H is the difference between 2 elevations, expressed in feet.
- b. Manhole Delta H is the invert elevation difference in 2 adjacent manholes.
- c. Test Water vs Ground Water Delta H is the required elevation of water surface for testing minus the average elevation of ground water adjacent to the pipe to be tested. Units are feet.

3. For pressure sewers and force mains, conduct water pressure tests as required by Section 01 74 30 – Pressure Pipe Testing and Disinfection.

3.3 WATER EXFILTRATION TEST

- A. Each section of drain shall be tested between successive manholes by closing the lower end and the inlet drain of the upper manhole with stoppers or inflatable plugs. The pipe and manhole shall be filled with water to a point 4-feet above the centerline of the drain pipe at the center of the upper manhole; or if ground water is present, 4-feet above the average adjacent ground water level, whichever is higher.
- B. Water shall remain in the pipe for at least one hour or until the water level stabilizes, whichever is longer, before the test begins. The minimum test duration shall be 4 hours.
- C. Unless indicated otherwise, the CONTRACTOR shall measure exfiltration. Measure the amount of water added to the upstream manhole to maintain the water level at the elevation set above. Compare the amount added to the allowable leakage calculated below, and if the amount added is equal to or less than the allowable amount, the tested section of the pipe has passed.

- D. The allowable leakage will be computed by the formula:

$$E = 0.000012 LD (H)^{1/2}$$

Where:

- E = Allowable leakage in gallons per minute of drain pipe tested.
- L = Length of drain pipe , in feet.
- D = Internal diameter of the pipe in inches.
- H = Elevation difference in feet between the water surface in the upper manhole and the centerline of the pipe at the lower manhole; or if ground water is present above the centerline of the pipe in the lower manhole, the difference in elevation between the water surface in the upper manhole and the ground water at the lower manhole.

3.4 WATER INFILTRATION TEST

- A. The end of the drain at the upper structure shall be closed to prevent the entrance of water, and pumping of ground water shall be discontinued for at least 3 days, after which the section shall be tested for infiltration.
- B. The infiltration into each individual reach of drain between adjoining manholes shall not exceed that allowed by the formula above, where H is the difference in the elevation between the ground water surface and the invert of the drain at the downstream manhole.
- C. Unless otherwise indicated, infiltration shall be measured by the CONTRACTOR.

3.5 AIR PRESSURE TEST

- A. The CONTRACTOR shall furnish all materials, equipment, and labor for making an air test. Air test equipment shall be approved by the ENGINEER.
- B. The CONTRACTOR may conduct an initial air test of the drain line after backfilling. Such tests will be considered to be for the CONTRACTOR's convenience and need not be performed in the presence of the ENGINEER.
- C. Each section of drain shall be tested between successive manholes by plugging and bracing all openings in the pipe. Prior to insertion in the drain, each plug shall be checked with a soap solution to detect any air leakage. If any leaks are found, the air pressure shall be released and the leaks eliminated or the plug replaced.
- D. The test of the pipe shall be conducted in the presence of the ENGINEER. Testing of pipe, regardless of the pipe material, shall be performed in accordance with ASTM F 1417 - Standard Test Method for Installation of Plastic Gravity Sewer Line Using Low Pressure Air.
- E. Air pressure in the drain line shall be increased to 4.0 psi above groundwater pressure (1.0 psi for each 2.3 feet of water elevation above the highest point of the pipe). Do not allow the pressure at any point in the pipe to reach 9 psi under any circumstances. Allow the pressure to stabilize for 5 minutes, then reduce the pressure to 3.5 psi above groundwater pressure and start the test. Stop the air release and record the decrease in pressure over time.

- F. Pass/Fail Criterion: The time taken for the pressure to decrease from 3.5 to 2.5 psi above groundwater pressure shall be equal to or greater than the time below.

Nominal Pipe Diameter, inches	Minimum Time, min:sec	Length for Minimum Time, ft	Increased Time for Longer Lengths, seconds per foot
4	3:46	597	.0380
6	5:40	398	0.854
8	7:34	298	1.520
10	9:26	239	2.374
12	11:20	199	3.418
18	17:00	133	7.692
24	22:40	99	13.674
30	28:20	80	21.366
36	34:00	66	30.768

- G. Testing criteria of pipe 12-inches and larger may be adjusted if the ENGINEER approves. The air pressure decrease may be 0.5 psi instead of 1.0 psi, and the corresponding minimum times will be one-half of the tabulated times.
- H. For pipe larger than 24-inches, air pressure tests may be performed on each joint. The time for the pressure to fall from 3.5 to 2.5 psi, both above groundwater pressure, shall not be less than 10 seconds regardless of pipe diameter.
- I. If the time is less than the allowable time, the pipe will be considered defective and shall be repaired and retested.

3.6 MANHOLE TEST

- A. Manholes shall be hydrostatically tested for leakage prior to backfilling. Prior to testing, manholes shall be visually inspected for obvious defects. Leaks or cracks shall be repaired to the satisfaction of the ENGINEER.
- B. Hydrostatic Testing: All pipes entering the manhole shall be sealed at a point outside the manhole walls to include testing of the pipe to manhole joints. The manhole shall be filled with water to a level 2-inches below the top of the frame. Safety lines shall be secured to all plugs utilized. After a period of at least one hour to allow the water level to stabilize, the manhole shall be refilled and the water level shall be marked. The water level shall again be checked after 4 hours. If the water level falls more than 1-inch, the leakage shall be considered excessive, and the CONTRACTOR shall make repairs and retest the manhole. The exterior of the manhole shall be inspected during this period for visible evidence of leakage. Visible moisture, sweating, or beads of water on the exterior of the manhole shall not be considered leakage, but any water running across

the surface will be considered leakage and shall be repaired to the satisfaction of the ENGINEER regardless of the volume of water lost.

END OF SECTION

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SECTION 01 74 30 - PRESSURE PIPE TESTING

PART 1 - GENERAL

1.1 THE SUMMARY

- A. The CONTRACTOR shall test piping, in accordance with the Contract Documents.

1.2 CONTRACTOR SUBMITTALS

- A. Furnish submittals in accordance with Section 01 33 00 – Contractor Submittals.
- B. Furnish:
 - 1. A testing plan and schedule, including method for water conveyance, control, and disposal shall be submitted in writing for approval.

PART 2 - PRODUCTS

2.1 MATERIAL REQUIREMENTS

- A. All test equipment, temporary valves, bulkheads, and other water control equipment shall be as determined by the CONTRACTOR. No materials shall be used which would be injurious to the WORK

PART 3 - EXECUTION

3.1 GENERAL

- A. Water for testing water pipelines will be furnished by the OWNER; however, the CONTRACTOR shall convey the water from the OWNER-designated source to the points of use.
- B. All pressure pipelines shall be tested; those for potable water shall be disinfected. All chlorinating and testing operations shall be performed in the presence of the ENGINEER.

3.2 HYDROSTATIC TESTING OF PIPELINES

- A. Pipeline 30-inches diameter and larger shall be visually inspected that all debris has been removed prior to flushing.
- B. Prior to hydrostatic testing, pipelines shall be flushed or blown out as appropriate. The CONTRACTOR shall test pipelines in sections. Sections to be tested shall be defined by isolation valves in the pipeline. Where such valves are not present, the CONTRACTOR shall install temporary bulkheads or plugs for the purpose of testing. Sections that do not have isolation valves shall be tested in approximate one-mile segments. Sections that have a zero leakage allowance may be tested as a unit. No section of the pipeline shall be tested until field-placed concrete or mortar has attained an age of 14 Days. The test shall be made by closing valves when available or by placing bulkheads and filling the line slowly with water. The CONTRACTOR shall be responsible for ascertaining that test bulkheads are suitably restrained to resist the thrust of the test pressure without damage to or movement of the adjacent pipe. Unharnessed

sleeve-type couplings, expansion joints, or other sliding joints shall be restrained or suitably anchored prior to the test to avoid movement and damage to piping and equipment. Remove or protect any pipeline-mounted devices that may be damaged by the test pressure. The CONTRACTOR shall provide sufficient temporary tappings in the pipelines to allow for trapped air to exit. After completion of the tests, such taps shall be permanently plugged. Care shall be taken that air relief valves are open during filling.

- C. The pipeline shall be filled at a rate which will not cause any surges or exceed the rate at which the air can be released through the release valves at a reasonable velocity. The air within the pipeline shall be allowed to escape completely. The differential pressure across the orifices in the air release valves shall not be allowed to exceed 5 psi at any time during filling. After the pipeline or section thereof has been filled, it shall be allowed to stand under a slight pressure for at least 24 hours to allow the concrete or mortar lining, as applicable, to absorb water and to allow the escape of air from air pockets. During this period, bulkheads, valves, and connections shall be examined for leaks. If leaks are found, corrective measures satisfactory to the ENGINEER shall be taken.
- D. The hydrostatic test shall consist of holding the indicated test pressure on the pipeline segment for a period of 4 hours. The test pressure for yard piping shall be as indicated on the Piping Schedule measured at the lowest point of the pipeline section being tested. Visible leaks that appear during testing shall be repaired in a manner acceptable to the ENGINEER. Add water to restore the test pressure if the pressure decreases 5 psi below test pressure during the test period.
- E. The maximum leakage for piping shall be as indicated on the Piping Schedule. Pipe with welded joints shall have no leakage. Exposed piping shall show no visible leaks and no pressure loss during the test. In the case of pipelines that fail to pass the leakage test, the CONTRACTOR shall determine the cause of the leakage, shall take corrective measures necessary to repair the leaks, and shall again test the pipeline, repeating as necessary until the pipeline passes.

END OF SECTION

SECTION 01 75 00 – EQUIPMENT TESTING AND STARTUP

PART 1 - GENERAL

1.1 THE SUMMARY

- A. Startup is prerequisite to satisfactory completion of the contract requirements and shall be completed within the Contract Times.
- B. Conduct all test, check out, startup, and related requirements indicated in the Contract Documents and provide documentation of same to the ENGINEER prior to requesting Substantial Completion from the ENGINEER. Where manufacturer onsite inspections are required before startup, the manufacturer shall furnish a written statement that the installation and check out is complete and proper and that the item(s) are ready for startup
- C. General requirements for startup activities are included in this Section. More specific requirements may also be included in other portions of the Contract Documents.
- D. Temporary facilities may be necessary. If so, CONTRACTOR shall design, provide, operate, and later decommission them.

1.2 DEFINITIONS

- A. Startup is defined as testing, demonstrations, and other activities as required to achieve Substantial Completion. Startup includes pre-commissioning and commissioning activities, manufacturer's services, certifications of readiness for testing, and troubleshooting, checkout, and shakedown activities.
- B. Pre-commissioning is the systematic demonstration through testing and extended operation that major equipment and auxiliary systems, including related components, sub-systems, and systems operate properly and consistent with their intended function. Pre-commissioning involves balancing, adjustments, calibration, loop checks, and loop validation. Pre-commissioning shall simulate shutdown conditions, failure conditions, power fail and restart, bypass conditions, and failure resets. Pre-commissioning will not be considered complete until successful results and documentation of tests and manufacturer's certifications required by the Contract Documents are submitted and accepted by the ENGINEER. Pre-commissioning of all portions of the WORK shall be successfully completed prior to starting Commissioning.
- C. Commissioning is the verification that the complete WORK functions on an extended basis in full conformance with the Contract requirements.

1.3 SUBMITTALS

- A. Schedule: The schedule for startup shall be submitted under Section 01 32 16 – CPM Construction Schedule.
- B. Startup Plan: Not less than 60 Days prior to startup, submit for review a detailed Startup Plan. The CONTRACTOR shall revise the Plan as necessary based on review comments. The Plan shall include:
 - 1. Schedules for manufacturers' equipment certifications

2. Schedules for submitting final Technical Manuals,
 3. Schedule for training the OWNER's personnel,
 4. Description of temporary facilities and schedule for installation and decommissioning them
 5. List of OWNER and CONTRACTOR-furnished supplies
 6. Detailed schedule of operations to achieve successful pre-commissioning and commissioning.
 7. Checklists and data forms for each item of equipment
 8. Address coordination with the OWNER's staff.
 9. Designate a representative of the CONTRACTOR who has the authority to act in matters relating to startup. The Plan shall also designate the roles and responsibilities of any Subcontractors that may be involved in startup activities.
 10. Safety, startup, and testing procedures and proposed inspection and certification forms and records.
 11. Interconnection of new to existing facilities
 - a. Date and time frame of proposed shutdown or interconnection, including sequence of events and activities to be conducted.
 - b. A detailed description of sequences and activities for the planned shutdown and interconnection.
 - c. Staff, equipment, and materials that will be at the Site before commencing the shutdown.
 - d. Other provisions so that interconnection, testing, and startup will be completed within the planned time.
 12. Hydrostatic testing of water-holding structures and pipelines and other potable water equipment. Schedule and plan shall indicate source of water, testing and disinfection sequence, disinfection procedures, and the disposal of the water following disinfection.
- C. System Outage Requests: Request for shutdown of existing systems as necessary to test or start up new facilities.
- D. Records and Documentation
1. Where required by the specifications, submit equipment installation certifications under those Sections.
 2. Records of startup as indicated below.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 MALFUNCTIONS

- A. During the extended operational demonstrations, all components, subsystems, systems, and equipment must properly run continuously 24 hours per day at rates indicated by the ENGINEER throughout the test period. Unless indicated otherwise, if any item fails or malfunctions during the test, the item shall be repaired and the test restarted at time zero with no credit given for the operating time before the failure or malfunction. Malfunctions satisfying all 3 of the following conditions will allow the demonstration period to resume at the elapsed time when the malfunction started:
1. Malfunction did not cause any interruption of the continuous operation of any other components, subsystems, systems, and equipment.
 2. Malfunction was corrected without causing or requiring any components, subsystems, systems, and equipment to cease operations.
 3. Malfunction was corrected within one hour of the time the malfunction was detected (the one hour period includes the time required to locate the cause of the malfunction, beginning upon CONTRACTOR's notification from the ENGINEER that a malfunction has occurred and ending when the item is corrected and the system is successfully placed back into operation).
- B. The CONTRACTOR shall arrange for manufacturer's representatives to visit the Site as often as necessary to correct malfunctions.

3.2 PREREQUISITES

- A. Pre-commissioning and commissioning activities shall be scheduled according to Section 013216 – CPM Construction Schedule. Testing periods shall not include holidays, based on the OWNER's calendar.
- B. The following shall be completed before pre-commissioning begins.
1. All Technical Manual information required by the Contract Documents has been submitted.
 2. Safety equipment, emergency shower and eyewash units, fire extinguishers, gas detectors, protective guards and shields, emergency repair kits, safety chains, handrails, gratings, safety signs, and valve and piping identification required by the Contract Documents are provided. Devices and equipment shall be fully functional, adjusted, and tested.
 3. Manufacturer's certifications of proper installation have been accepted.
 4. Leakage tests, electrical tests, and adjustments have been completed.
 5. The ENGINEER has approved the Startup Plan.
 6. Temporary facilities are functional, adjusted, and ready for use.

7. Individual instrumentation loops (analog, status, alarm, and control) have been verified functionally.
8. Pressure switches, flow switches, timing relays, level switches, vibration switches, temperature switches, RTD monitors, pressure regulating valves, and other control devices to the settings determined by the ENGINEER or the equipment manufacturer have been adjusted for accuracy.
9. Individual interlocks between the field-mounted control devices and the motor control circuits, control circuits of variable-speed controllers, and packaged system controls have been verified.

3.3 GENERAL

A. Supplies

1. The CONTRACTOR shall furnish:
 - a. Fuel
 - b. Oil and grease
 - c. Other necessary materials not listed for the OWNER to furnish
2. The OWNER will furnish:
 - a. Chemicals
 - b. Water
 - c. Power

B. Startup Records: The CONTRACTOR shall maintain the following during testing and startup and submit originals to ENGINEER:

1. Lubrication and service records for each mechanical and electrical equipment item
2. Hours of daily operation for each mechanical and electrical equipment item
3. Equipment alignment and vibration measurement records
4. Logs of electrical measurements and tests
5. Instrumentation calibration and testing logs
6. Testing and validation of SCADA inputs, outputs, logic functions, status indications, and alarms
7. Factory and field equipment settings
8. Log of problems encountered and remedial action taken
9. Other records, logs, and checklists as required by the Contract Documents

3.4 PRE-COMMISSIONING

- A. After individual equipment items and subsystems have been tested and certified as required by the Technical Specifications, tests of systems comprised of single or multiple equipment items with appurtenant equipment and instruments and controls shall be conducted. Items of equipment shall be tested as part of a system to the maximum extent possible.
- B. Subject to the malfunction criteria above, each system shall be demonstrated for a continuous, 7 Day, 24 hour/day period. If any system malfunctions, the item or equipment shall be repaired and the test restarted at time zero with no credit given for the elapsed time before the malfunction.
- C. The CONTRACTOR shall demonstrate the manual and automatic modes of operation to verify proper control sequences, software interlocks, proper operation of software logic and controllers, etc. System testing shall include the use of water or other process media, as applicable, to simulate the actual conditions of operation.
- D. Systems testing activities shall follow the detailed procedures and checklists in the Testing and Startup Plan. Completion of systems shall be documented by a report.
- E. The CONTRACTOR shall demonstrate utility, chemical feed, safety equipment, and other support systems before whole process systems.
- F. Furnish the ENGINEER at least 10 Days written notice confirming the start of pre-commissioning. The OWNER's staff will observe pre-commissioning.

3.5 COMMISSIONING

- A. The CONTRACTOR shall start up the plant and operate it without malfunction for a continuous 8 Day, 24 hour/day period. The ENGINEER will determine the operational parameters.
- B. Defects that appear shall be promptly corrected. Time lost for wiring corrections, control point settings, or other reasons that interrupt the test may, at the judgement of the ENGINEER, be cause for extending the demonstration an equal amount of time.
- C. Commissioning shall not begin until leakage tests, instrumentation tests and adjustments, electrical tests and adjustments, equipment field tests, and system tests have been completed to the satisfaction of the ENGINEER.
- D. The OWNER will furnish certified treatment plant operators during the startup period to comply with IEPA requirements. Certified operators will be under the direct supervision of and be responsible to the CONTRACTOR.

END OF SECTION

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SECTION 01 77 00 - PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 FINAL CLEANUP

- A. The CONTRACTOR shall promptly remove from the vicinity of the completed WORK, all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the WORK by the OWNER will be withheld until the CONTRACTOR has satisfactorily performed the final cleanup of the Site.

1.2 CLOSEOUT TIMETABLE

- A. The CONTRACTOR shall establish dates for equipment testing, acceptance periods, and on-site instructional periods (as required under the Contract). Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow the OWNER, the ENGINEER, and their authorized representatives sufficient time to schedule attendance at such activities.

1.3 TECHNICAL MANUAL SUBMITTAL

- A. The CONTRACTOR's attention is directed to the condition that five percent of the Contract Price will be retained from any monies due the CONTRACTOR as progress payments, if at the 75 percent construction completion point, the approved Technical Manual complying with Section 01 33 00 – Contractor Submittals has not been submitted. The aforementioned amount will be retained by the OWNER as the agreed, estimated value of the approved Technical Manual. Any such retention of money for failure to submit the approved Technical Manual on or before the 75 percent construction completion point shall be in addition to the retention of any payments due to the CONTRACTOR under Article 14 of the General Conditions.

1.4 FINAL SUBMITTALS

- A. The CONTRACTOR, prior to requesting final payment, shall obtain and submit the following items to the ENGINEER for transmittal to the OWNER:
 - 1. Written guarantees, where required.
 - 2. Technical Manuals and instructions.
 - 3. New permanent cylinders and key blanks for all locks.
 - 4. Maintenance stock items; spare parts; special tools.
 - 5. Completed record drawings.
 - 6. Bonds for roofing, maintenance, etc., as required.
 - 7. Certificates of inspection and acceptance by local governing agencies having jurisdiction.

8. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

1.5 MAINTENANCE AND GUARANTEE

- A. The CONTRACTOR shall comply with the maintenance and guarantee requirements contained in Section 00 52 00 - Contractor Services Agreement and the General Conditions.
- B. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as a part of such required repair work, and any repair or resurfacing constructed by the CONTRACTOR which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work unless the CONTRACTOR shall have obtained a statement in writing from the affected private owner or public agency releasing the OWNER from further responsibility in connection with such repair or resurfacing.
- C. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order from the OWNER. If the CONTRACTOR fails to make such repairs or replacements promptly, the OWNER reserves the right to do the WORK and the CONTRACTOR and its surety shall be liable to the OWNER for the cost thereof.

1.6 BOND

- A. The CONTRACTOR shall provide a bond to guarantee performance of the provisions contained in Paragraph "Maintenance and Guarantee" above, and Section 00 52 00 - Contractor Services Agreement and Article 5 of the General Conditions.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 79 00 - OWNER STAFF TRAINING

PART 1 - GENERAL

1.1 THE SUMMARY

- A. The CONTRACTOR shall furnish all labor, materials, equipment, and incidentals necessary to train OWNER's personnel on the equipment, products, and systems furnished under this Contract. OWNER training is a prerequisite to satisfactory completion of the Contract requirements and shall be completed within the Contract Time.
- B. The minimum onsite training requirements for various components are described in various sections of the specifications.
- C. Except where otherwise indicated, all costs for training shall be the responsibility of the CONTRACTOR.

1.2 SUBMITTALS

- A. Training Schedule: Schedule for training the OWNER's personnel shall be submitted with the detailed Testing and Startup Plan required by Section 01 75 00 – Equipment Testing and Startup.
- B. Resumes of instructors.
- C. The training lesson plan and materials shall be submitted to the ENGINEER for review at not less than 3 weeks prior to the provision of training.
- D. Approved operation and maintenance manuals shall be available at least 30 days prior to the scheduled date for the individual training session.
- E. Training classes shall be scheduled a minimum of four (4) weeks in advance of the date of the first class to allow OWNER staffing arrangements to take place. The CONTRACTOR shall schedule training classes within the period 8:00 a.m. to 3:00 p.m. Monday through Friday.
- F. Training classes shall be organized in conjunction with the Startup Systems, as defined in Section 01 75 00 – Testing and Startup. Each training class shall consist of a classroom portion and a field tour portion. Each training class shall include:
 - 1. Overview of the startup system.
 - 2. Training on each item of equipment within the startup system, conducted by the Equipment Manufacturer's representative.
 - 3. Training on the mechanical piping system within the startup system, conducted by the CONTRACTOR'S mechanical superintendent.
 - 4. Training on the power distribution system within the startup system, conducted by the CONTRACTOR'S electrical superintendent.
 - 5. Training on the instrumentation and control systems within the startup system, conducted by the CONTRACTOR'S I&C System Supplier.

6. Training on the SCADA control system within the startup system, conducted by the OWNER's SCADA integrator.

G. Class Agenda: A class agenda shall be prepared by the CONTRACTOR and submitted to the ENGINEER with the training schedule. The agenda shall include a listing of subjects to be discussed, time estimated for each subject, a list of documentation to be used and provided to support training, the proposed route of the field tours, and the instructor(s) name and qualifications. Agendas shall include an allocation of time for all components of the training session, including time for OWNER staff to ask questions and discuss the subject matter. The OWNER may request that particular subjects are emphasized and the agenda shall be adjusted to accommodate these requests. Copies of the agenda shall be distributed to each student at the beginning of each training class.

H. Within ten (10) days after the completion of each training session, the CONTRACTOR shall submit the following:

1. A sign-in sheet of all personnel that attended the training session.
2. A copy of the training materials utilized during the lesson with all notes, diagrams, and comments.
3. Electronic files containing the above information and a video of the training.

1.3 INSTRUCTOR QUALIFICATIONS

A. Instructors shall be completely knowledgeable in the products and systems for which they are providing training, and shall be experienced in conducting classes. Sales representatives are not considered qualified instructors unless they possess the detailed operating and maintenance knowledge required for proper class instruction.

B. Instructor shall have at least two years of experience in providing training certified by the Manufacturer.

C. If, in the opinion of the OWNER, the Instructor did not provide the scheduled training, such training shall be rescheduled and repeated with a suitable instructor at the CONTRACTOR's expense.

PART 2 - PRODUCTS

2.1 GENERAL

A. Where specified, the CONTRACTOR shall conduct training sessions for the OWNER's personnel to instruct the staff on the proper operation, care, and maintenance of the equipment and systems installed under this Contract.

2.2 LOCATION

A. Training sessions shall take place at Evanston Water Treatment Plant, except for field training on the actual equipment which shall occur at the Project Site.

2.3 FORMAT AND CONTENT

- A. Each training session shall be comprised of time spent both in the classroom and at the specific location of the subject equipment or system. As a minimum, training session shall cover the following subjects for each item of equipment or system:
1. Familiarization
 - a. Review catalog, parts lists, drawings, etc., which have been previously provided for the OWNER's files and operation and maintenance manuals.
 - b. Inspection on how the equipment has been installed. Demonstrate the operation of the unit and describe how all parts of the equipment meet the requirement of the Specifications.
 - c. Answer questions.
 2. Safety
 - a. Using material previously provided, review safety features of the equipment.
 - b. Discuss proper precautions when working around equipment.
 3. Operation
 - a. Using material previously provided, review reference literature.
 - b. Explain all modes of operation (including emergency).
 - c. Check out OWNER's personnel on proper use of the equipment.
 4. Preventive Maintenance
 - a. Using material previously provided, review preventive maintenance (PM) lists including:
 - 1) Reference material.
 - 2) Daily, weekly, monthly, quarterly, semiannual, and annual PM activities.
 - b. Demonstrate how to perform Preventive Maintenance procedures.
 - c. Demonstrate to the OWNER's personnel what to look for as indicators of potential equipment problems.
 5. Corrective Maintenance
 - a. Identify possible problems.
 - b. Demonstrate how to perform repairs. Point out special problems.
 - c. Open up equipment and demonstrate O & M procedures, where practical.

6. Parts
 - a. Demonstrate the use of previously provided parts list and order parts.
 - b. Check over spare parts on hand. Make recommendations regarding additional parts that should be available.
7. Local Representatives
 - a. Identify local vendors where to order parts: name, address, telephone.
 - b. Service problems:
 - 1) Identify contacts local contacts.
 - 2) Identify emergency contacts.
8. Operation and Maintenance Manuals
 - a. Review any other material submitted.
 - b. Update material, as required.

PART 3 - EXECUTION

3.1 GENERAL

- A. The objective of the training included under this Section shall be to convey the knowledge needed by the OWNER operations, maintenance, and engineering staff to safely operate, maintain, and repair the equipment and systems furnished under this CONTRACT.
- B. OWNER personnel who will participate in this training have existing full-time work assignments and this training is an additional assigned work task. OWNER's staff work schedules regularly shift, as the plant and pump station are operated on an around-the-clock basis.
- C. Training shall be tailored to suit the skills and job classifications of the personnel attending the classes e.g., pump station manager, pump station operator, maintenance technical, electrician, etc.
- D. Minimum onsite training requirements for components are described in various sections of the Specifications. For the purpose of the times given in individual Specification sections, a workday is defined as an eight (8) hour day at the site, excluding travel time.
- E. Training shall be scheduled as a separate trip from equipment inspection, startup, and field adjustment. Training shall not be done until the manufacturer certifies that the equipment is operable as specified.
- F. Specific Training Objectives: The training shall include a review of the equipment and drives, including internal parts, as prepared at the factory. The training shall include safety, removal, inspection, cleaning, operation and maintenance of the equipment such as startup, normal operation and shutdown procedures, step-by-step troubleshooting procedures with all necessary test equipment, and emergency or abnormal operation

procedures. Training shall include preventive maintenance and long-term maintenance procedures, special tools necessary, and a discussion of recommended spare parts.

3.2 TRAINING CLASSES

- A. Number of Classes on Each Subject: A minimum of two (2) classes on identical subject matter shall be conducted, unless otherwise indicated. The purpose of having two (2) classes on each subject is to accommodate the attendance of as many OWNER personnel working different shifts as possible.
- B. A maximum of one (1) class per day shall be held on consecutive days unless otherwise approved by the OWNER. Multiple classes may be scheduled if the class duration is shorter than four (4) hours. Times shall be scheduled at the discretion of the OWNER.
- C. Class Length: Each class shall be subdivided into two (2) to six (6) hour modules, or as appropriate for the subject matter being discussed.
- D. Number of Students: It is estimated that five (5) to ten (10) persons will attend each training class. The OWNER will determine the actual number of students. Provide training materials for all attendees.
- E. Cancellation of Classes: If a class must be canceled because the equipment is not ready for operation, etc. the CONTRACTOR shall notify the OWNER at least one (1) week in advance. The CONTRACTOR shall coordinate with the OWNER to reschedule the training.

3.3 TRAINING AIDS

- A. Training Aids: Each instructor is encouraged to use audio-visual devices, P&IDs, models, charts, etc. to increase the transfer of knowledge. The CONTRACTOR shall provide all such equipment (televisions, videocassette recorder/player, projectors, screens, easels, models, charts, etc.) for each class. It shall be the responsibility of the CONTRACTOR to confirm in advance that the training room set-up will be appropriate for the types of audiovisual equipment to be employed.
- B. Classroom Documentation: If training is being completed on equipment, systems, or products for which a Technical Manual is required, the draft Technical Manual shall have been returned by the ENGINEER with a status of "No Exceptions Taken" or "Make Corrections Noted" before the training class is scheduled. The approved Technical Manual shall be used during the classroom instruction. Supplemental documentation handouts shall be provided by the organization conducting the training as required to the support instruction.

3.4 DOCUMENTATION OF TRAINING

- A. The CONTRACTOR shall record the entire detailed training course in proper operation and maintenance and submit the video to the OWNER. The video shall be organized by each segment of the training session and be presented in a table of contents style with selectable segments of the session. The video shall become the exclusive property of the OWNER. The OWNER reserves the right to video, photograph, audio record, and otherwise document any or all training classes provided under this WORK.

- B. The following services shall be provided for each item of equipment or system as required in individual specification sections. Additional services shall be provided, where specifically required in individual specification sections.
1. As a minimum, classroom equipment training for operations personnel will include:
 - a. Identify and discuss safety items and procedures.
 - b. Using slides and drawings, discuss the equipment's specific location and an operational overview.
 - c. Purpose and function of the equipment.
 - d. A working knowledge of the operating theory of the equipment.
 - e. Start-up, shutdown, normal operation, and emergency operating procedures, including a discussion on system integration and electrical interlocks, if any.
 - f. Routine preventative maintenance, including specific details on lubrication and maintenance of corrosion protection of the equipment and ancillary components.
 - g. Operator detection, without test instruments, of specific equipment trouble symptoms.
 - h. Required equipment exercise procedures and intervals.
 - i. Routine disassembly and assembly of equipment if applicable (as judged by the OWNER on a case-by-case basis) for purposes such as operator inspection of equipment.
 2. As a minimum, hands-on equipment training for operations personnel will include:
 - a. Identify and review safety items and perform safety procedures.
 - b. Identify location of equipment and review the purpose.
 - c. Identifying piping and flow options.
 - d. Identifying valves and their purpose.
 - e. Identifying instrumentation:
 - f. Location of primary element.
 - g. Location of instrument readout.
 - h. Discuss purpose, basic operation, calibration, maintenance, troubleshooting, repair, and information interpretation.
 - i. Discuss, demonstrate, and perform standard operating procedures and round checks.
 - j. Discuss and perform the preventative maintenance activities.

- k. Discuss and perform start-up and shutdown procedures.
 - l. Perform the required equipment exercise procedures.
 - m. Perform routine disassembly and assembly of equipment if applicable.
3. Classroom equipment training for the maintenance and repair personnel will include:
- a. Safety procedures.
 - b. Theory of operation.
 - c. Description and function of equipment.
 - d. Start-up and shutdown procedures.
 - e. Normal and major repair procedures.
 - f. Equipment inspection and troubleshooting procedures including the use of applicable test instruments and the "pass" and "no pass" test instrument readings.
 - g. Routine and long-term calibration procedures.
 - h. Preventative maintenance such as lubrication; normal maintenance such as belt, seal, and bearing replacement; and up to major repairs such as replacement of major equipment part(s) with the use of special tools, bridge cranes, welding jigs, etc.
 - i. Hands-on equipment training for maintenance and repair personnel shall include:
 - 1) Locate and identify equipment components.
 - 2) Review the equipment function and theory of operation.
 - 3) Review normal repair procedures.
 - 4) Perform start-up and shutdown procedures.
 - 5) Review and perform the safety procedures.
 - 6) Perform OWNER-approved practice maintenance and repair job(s), including mechanical and electrical adjustments and calibration and troubleshooting equipment problems.

END OF SECTION

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SECTION 02 22 00 - SITE CONDITION SURVEYS

PART 1 -- GENERAL

1.1 THE SUMMARY

- A. The CONTRACTOR shall conduct thorough pre-construction and post-construction Site Condition Survey of the entire Project. Site Condition Survey shall consist of photographs, videotape recordings, topographic, and hydrographic mapping.

1.2 CONTRACTOR SUBMITTALS

- A. Videotape surveys, photographs, and other data of the preconstruction conditions shall be submitted to the ENGINEER for record purposes prior to, but not more than three weeks before, commencement of any construction activities.
- B. Except as otherwise indicated, post-construction topographic mapping shall be submitted to the ENGINEER within 60 days of completing WORK.
- C. A complete set of all photographs and survey data of the post-construction conditions shall be completed and submitted prior to final inspection by the OWNER and ENGINEER.

1.3 FIELD VERIFICATION SURVEYS

- A. At the request of the ENGINEER, the CONTRACTOR shall provide field verification RTK survey at no additional cost to OWNER.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION

3.1 PHOTOGRAPHS AND VIDEO RECORDINGS

- A. CONTRACTOR, as a minimum, shall document pre- and post-construction conditions by preparing videotape surveys of the following:
 - 1. Roadways used to access the Site or haul materials and equipment to the Site.
 - 2. Work areas, including actual work sites, materials processing and stockpiling areas, access corridors, disposal areas, and staging areas.
 - 3. Any work completed by other contractors at the Site that will be connected to or otherwise affected by the WORK.
 - 4. Driveways, sidewalks, and buildings which might be affected by the WORK.
- B. Supplement videotape surveys with photographs and spot elevation surveys as required to thoroughly document the original condition and location of existing features and facilities.

- C. Videotape records shall be in a format acceptable to the OWNER and submitted electronically or on a USB thumb drive.

3.2 TOPOGRAPHIC AND HYDROGRAPHIC MAPPING

- A. Topographic mapping shall be developed using the Project coordinates, shall be referenced to the Project base lines and benchmarks, and shall be adequate to ascertain pre-construction and post-construction elevations of all public and private property within and adjacent to the construction limits
- B. Topographic mapping shall be conducted to document the pre-construction and post-construction topography of the Site.
- C. Spot elevation surveys used to document the elevation on abutting roadways, drives, and walks shall be taken at approximately 20-foot intervals and at the point of juncture with any structure to which they are attached or otherwise influenced by the WORK.
- D. Perform a hydrographic survey of the marine work areas as designated on the plans, or at locations impacted by the WORK, using a multi-beam echosounder (MBE). CONTRACTOR shall provide the boat, staff, survey equipment, and appurtenant equipment and materials necessary to perform the hydrographic survey. Hydrographic surveys shall be performed with favorable weather and wave condition forecast.
- E. All pre- and post-construction topographic mapping, hydrographic mapping, and other data, including spot elevations, shall be prepared and sealed by a Professional Land Surveyor.
- F. All pre- and post-construction survey data shall be furnished as follows:
 - 1. Site mapping shall be submitted as a separate electronic drawing in AutoCAD2019 compatible format.
 - 2. Provide a digital terrain model (DTM) deliverable that ties to the landside topographic survey. The DTM of existing conditions of the bottom of the hydrosphere shall include 1-foot contours.
 - 3. Each AutoCAD site map shall also be submitted in Adobe portable document format (PDF).
 - 4. ENGINEER will review the plots for accuracy relative to the indicated requirements.
 - 5. CONTRACTOR shall amend mapping files as required, based on ENGINEER's comments.
 - 6. The electronic mapping files shall be produced using field survey techniques with sufficient accuracy for reproduction and use as base maps at a scale of 1"=20' horizontal and 1-foot contour intervals as specified for National Map Accuracy Standards.
 - 7. Electronic mapping files shall be three-dimensional.
 - 8. Submit points lists for all topographic surveys in ASCII text file format.
 - 9. All files shall be submitted electronically in a format acceptable by OWNER.

END OF SECTION

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SECTION 02 22 13 -- SETTLEMENT MONITORING

PART 1 -- GENERAL

1.1 THE SUMMARY

- A. The CONTRACTOR shall be responsible to conduct a comprehensive settlement monitoring program for the duration of the WORK. Construction activities associated with groundwater dewatering, excavation shoring systems, and earthwork, shall receive special attention.

1.2 SUBMITTALS

- A. The CONTRACTOR shall submit Shop Drawings for the settlement monitoring program in accordance with the requirements of Section 01 33 00 - Contractor Submittals. The Shop Drawing information shall include at least the following:
 1. Settlement surveying and monitoring plan showing the location of settlement monitoring points, reference benchmarks, survey procedures and schedules, and report formats
 2. Video and photograph monitoring plan
 3. Contingency plan

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION

3.1 SETTLEMENT MONITORING

- A. Immediately after Notice to Proceed and prior to excavation, the CONTRACTOR shall implement and maintain settlement monitoring plans until completion of the WORK.
- B. The CONTRACTOR shall develop a settlement monitoring program for any permanent structure, any buried utilities larger than 12 inches in diameter, all natural gas pipelines, and any additional structures indicated which are within a horizontal distance 1.5 times the depth of any excavation deeper than 5 feet. Permanent structures to be monitored include at least the following:
 1. Shorewells #1, #2, and #3
 2. Pump Station Building
 3. Abandoned Intake Structure
 4. Existing shore protection (sheet piling)
 5. Slope behind existing shore protection (sheet piling)
- C. This Section does not limit the CONTRACTOR's choice of construction methods based on the Site conditions. It establishes minimum requirements for the CONTRACTOR to monitor the effects of construction on existing Site features and to demonstrate a

reasonable preparedness to meet potential contingencies and protect existing Site features.

- D. The CONTRACTOR shall establish a settlement monitoring program and perform all survey and inspections necessary for monitoring existing site features. All surveys shall be performed under the direction of a licensed land surveyor. Vertical and horizontal measurements shall be accurate to 0.01 feet or smaller.
1. The CONTRACTOR shall set a minimum of two survey monuments on each permanent structure, a minimum of one survey monument within 10 feet of the excavation in the immediate vicinity of existing buried utilities, and a minimum of one survey target on sheet piling, sheeting, or shoring in the immediate vicinity of existing structures, utilities, or gas lines. The survey monuments and targets shall be spaced at least 50 feet apart on structures, when excavations parallel structures, utilities, or gas pipes.
 2. The survey monuments shall consist of permanently installed metal plates scribed with an identification number, elevation, and coordinate location. The method of installing survey monuments shall be as approved by the ENGINEER. The survey targets shall consist of permanently scribed metal plates marked with elevation and coordinate location securely fastened to the sheeting or sheet piling. The ENGINEER shall be notified a minimum of one day prior to setting a survey monument or target and be given free access to confirm any survey information immediately after the CONTRACTOR has set the elevation and location.
 3. The CONTRACTOR shall perform surveys of each monument or target at least once during every five vertical feet of excavation. Surveys shall be performed more often during excavation if deemed necessary by the CONTRACTOR for any reason. Upon completion of the excavation, surveys shall be performed at least once per day or more often if deemed necessary by the CONTRACTOR. If pumping or dewatering of excavations are interrupted or cannot be adequately maintained, the survey monuments and targets shall be checked a minimum of once every 6 hours for as long as the conditions exist or as required by the CONTRACTOR for the protection of the Site and worker's safety.
 4. The CONTRACTOR shall immediately notify the ENGINEER of any cumulative change in elevation or location of any monument or target in excess of 1/4 inch. If the cumulative change in elevation or location exceeds 1/2 inch, the CONTRACTOR shall immediately notify the ENGINEER and resolve the problem using methods defined in the contingency plans or other reasonable methods.
 5. The CONTRACTOR shall maintain in a log the survey data taken on a daily basis for each monument or target. A copy shall be sent to the ENGINEER on a daily basis.
 6. The CONTRACTOR shall perform at least daily visual inspections of the perimeter of the excavation to identify any signs of excessive settlement or movement. The results from visual inspections shall be recorded with the daily survey log. Any area that appears to be excessively deformed or damaged shall immediately be brought to the attention of the ENGINEER and be corrected.

3.2 VIDEO MONITORING

- A. The video monitoring program shall include photographs and a detailed video camera survey of all existing buildings, property, and site improvements on the Site, before starting work.
- B. To the extent access is allowed by adjacent owners of residential, temple, and school buildings, such photographs and surveys shall include the foundations of all houses and other structures and shall provide a detailed record of all existing cracks, settlement, and damage. Contractor shall review this record with the property owners and City before beginning work. A copy of the videotape and photographs shall be delivered to the City before beginning work.

3.3 CONTINGENCY PLAN

- A. The CONTRACTOR shall prepare a contingency plan to mitigate the effects of excessive settlement or movement of existing Site features. The contingency plan is not to restrict the CONTRACTOR from using the best construction methods available to meet the conditions but is required to demonstrate a reasonable preparedness to mitigate the effects of excessive movement or settlement. The following are minimum requirements for a contingency plan:
 - 1. The contingency plan shall outline steps to be taken to protect structures, utilities, or gas pipes and to stop excessive movement or settlement identified by the settlement monitoring program.
 - 2. The CONTRACTOR shall have all material, manpower, equipment, and other items identified in the contingency plan available at all times while excavations are ongoing or excavated areas are open.

3.4 MONITORING REPORTS

- A. The CONTRACTOR shall submit readings from the various instruments and survey points daily to the ENGINEER during active work near the monitoring points. Reading frequency shall be increased as required by the ENGINEER when excavation or tunnel construction is approaching or near critical structures (structures, bridge piers, pipelines, etc., partially or entirely located within a distance equal to the depth of excavation or tunnel but at least within 50 feet). Initial readings of surface points shall be taken before any excavation or construction is started.
 - 1. Immediately report to the ENGINEER any movement, cracking, or settlement which is detected and take immediate remedial action. The CONTRACTOR shall be fully responsible for any such damage to adjacent structures.
 - 2. At the end of construction, the CONTRACTOR shall conduct a final survey of all control points established for instrumentation and observation. The final readings shall be submitted to the ENGINEER. All structures adjacent to the WORK shall be inspected and the condition of the structures, any damage incurred during construction, and survey shall take place 1 to 3 months after construction is completed to allow time to observe delayed ground response.

END OF SECTION

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SECTION 02 41 19 - DEMOLITION AND RECONSTRUCTION

PART 1 -- GENERAL

1.1 THE SUMMARY

- A. The CONTRACTOR shall demolish and reconstruct existing civil, landscaping, structural, architectural, mechanical, HVAC, electrical, and instrumentation facilities as indicated, in accordance with the Contract Documents.

1.2 COORDINATION

- A. The CONTRACTOR shall carefully coordinate the WORK in areas where existing facilities are interconnected with new facilities and where existing facilities remain operational. The WORK as indicated is not all-inclusive, and the CONTRACTOR shall be responsible to perform the reconstruction indicated plus that which can be reasonably inferred from the Contract Documents as necessary to complete the Project. The Specifications and Drawings identify the major facilities that shall be demolished and reconstructed, but auxiliary utilities such as water, air, chemicals, drainage, lubrication, fluid power, electrical wiring, controls, and instrumentation are not necessarily shown. The CONTRACTOR shall comply with sequencing requirements in Section 01 14 00 - Construction Constraints.
- B. The CONTRACTOR shall note that the Drawings used to indicate demolition and reconstruction are based on record drawings of the existing facilities. These record drawings have been reproduced to show existing conditions and to clarify the scope of WORK as much as possible. Prior to Bidding, the CONTRACTOR shall conduct a comprehensive survey at the Site to verify the correctness and exactness of the Drawings, the scope of WORK, and the extent of auxiliary utilities.
- C. While demolition and reconstruction are being performed, the CONTRACTOR shall provide adequate access for the continued operation and maintenance of equipment and treatment processes. The CONTRACTOR shall erect and maintain fences, warning signs, barricades, and other devices around the reconstruction as required for the protection of the CONTRACTOR's employees and the OWNER's personnel at the plant. The CONTRACTOR shall remove such protection when reconstruction activities are complete, or as WORK progresses, or when requested by the ENGINEER.

1.3 CONTRACTOR SUBMITTALS

- A. Demolition and reconstruction activities and procedures, including operational sequences, shall be submitted to the ENGINEER for approval. The procedures shall provide for safe conduct of the WORK, careful removal and disposition of materials and equipment, protection of existing facilities which are to remain undisturbed, coordination with existing facilities to remain in service, and timely disconnection and reconnection of utility services. The procedures shall include a detailed description and time schedule of the methods and equipment to be used for each operation and the sequence of operation. A storage plan for salvaged items shall be included.

1.4 DEMOLITION

- A. Existing pavement, structures, equipment, piping, valves, ductwork, electrical gear, instrumentation, utilities, and related appurtenances such as anchors, supports, and hardware indicated or required to be demolished as part of the WORK shall be removed

and disposed of unless otherwise indicated. Removal of buried structures, utilities, and appurtenances includes the related excavation and backfill as required. Removed items shall be disposed of offsite by the CONTRACTOR.

1.5 SALVAGE

A. Items of existing equipment, piping, valves, electrical gear, instrumentation, utilities, and appurtenances indicated to be salvaged shall be removed without any degradation in condition from that prior to removal. Salvaged items shall be stockpiled and protected on the Site at a location chosen by the ENGINEER. The CONTRACTOR shall be responsible to properly safeguard the salvaged items against damage and loss during removal and handling.

B. Items to be salvaged include:

Item	Description
Buried valves	Two 36" valves on pipe leading to Shorewell #3 (valves A7 and A9) as shown on Drawings No. C-005

1.6 RELOCATION

A. Items of existing equipment, piping, valves, electrical gear, instrumentation, utilities, and appurtenances to be relocated shall be removed without any degradation in condition from that prior to removal. The CONTRACTOR shall be responsible to properly safeguard the relocated items against damage and loss during removal, handling, storage, and installation in the new location.

B. Items to be relocated include:

Item	Description
Park Bench	One park bench located at top or bank as shown on Drawings No. C-005
Planters	Planters located in temporary site access area as shown on Drawing G-004
Flagpole	Remove and replace flagpole

1.7 ABANDONMENT

- A. Items of existing equipment, piping, valves, electrical gear, instrumentation, utilities, and appurtenances to be abandoned shall be prepared by the CONTRACTOR as indicated.
- B. Items to be abandoned include:

Item	Description
Existing 36"/42" intake pipe and structure	Where required, the existing 36/42" intake pipe shall be removed and ends capped. 36/42" intake structure shall be cut flush with lakebed. See Drawings C-011, C-012, and C-013
Existing abandoned shoreline intake structure, intake structure pipe duct, and Shorewell #3 valve and vault	WORK associated with the existing abandoned shoreline intake structure, intake structure pipe duct, and Shorewell #3 valve and vault is shown on Drawing C-005A

1.8 REHABILITATION

- A. Existing civil, landscaping, structural, architectural, mechanical, HVAC, electrical, and instrumentation WORK disturbed or damaged by reconstruction activities shall be repaired and rehabilitated as indicated.
- B. Damaged items shall be repaired or replaced with new items to restore items or surfaces to a condition equal to and matching that existing prior to damage.
- C. In buildings with reconstruction WORK, the CONTRACTOR shall not use any OWNER equipment (e.g., bridge cranes and monorails) unless authorized in advance in writing by the ENGINEER. Such authorization shall be subject to documentation by the CONTRACTOR of the proposed load on the equipment and be subject to OWNER requirements for usage on operating and maintenance needs. Any damage to a crane shall be repaired or replaced to the ENGINEER's satisfaction.

1.9 DISPOSAL

- A. The CONTRACTOR shall be responsible for the offsite disposal of debris resulting from reconstruction in compliance with local, state, and federal codes and requirements.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION

3.1 GENERAL

- A. The CONTRACTOR shall coordinate demolition and reconstruction WORK with the OWNER and ENGINEER. Unless otherwise indicated, the CONTRACTOR shall be responsible for the sequence of activities. WORK shall be performed in accordance with applicable safety rules and regulations.

- B. The CONTRACTOR shall verify that any utilities connected to structures, equipment, and facilities to be removed, relocated, salvaged, replaced, or abandoned are rendered inoperable, replaced with new utilities, or adequately bypassed with temporary utilities before proceeding with demolition and reconstruction.
- C. The CONTRACTOR shall take precautions to avoid damage to adjacent facilities and to limit the WORK activities to the extent indicated. If reconstruction beyond the scope indicated is required, the CONTRACTOR shall obtain approval from the ENGINEER prior to commencing.

3.2 PROTECTION OF EXISTING FACILITIES

- A. Before beginning any reconstruction, the CONTRACTOR shall carefully survey the existing facilities and examine the Specifications and Drawings to determine the extent of reconstruction and coordination with the WORK. Existing facilities not subject to reconstruction shall be protected and maintained in accordance with Section 01 50 10 - Protection of Existing Facilities. Damaged existing facilities shall be repaired to the previous condition or replaced.
- B. Persons shall be afforded safe passages around areas of demolition.
- C. Structural elements shall not be overloaded. The CONTRACTOR shall be responsible for shoring, bracing, or adding new supports as may be required for adequate structural support as a result of WORK performed under this Section. The CONTRACTOR shall remove temporary protection when the WORK is complete or when so authorized by the ENGINEER.
- D. The CONTRACTOR shall carefully consider bearing loads and capacities before placement of equipment and material on Site. In the event of any questions as to whether an area to be loaded has adequate bearing capacity, the CONTRACTOR shall consult with the ENGINEER prior to the placement of such equipment or material.

3.3 DEMOLITION, SALVAGE, AND RELOCATION

- A. The Contract Documents indicate existing facilities to be demolished, salvaged, and/or relocated. Auxiliary utilities including such services as water, air, chemicals, drainage, lubrication, fluid power, electrical wiring, controls, and instrumentation are not necessarily indicated. The CONTRACTOR shall verify the scope of the WORK to remove the equipment indicated; coordinate its shutdown, removal, replacement, or relocation; and submit an outage plan in accordance with Section 01 14 00 - Construction Constraints. The removal of existing facilities for demolition, salvage, and relocation shall include the following requirements:
 - 1. Equipment supports, including concrete pads, baseplates, mounting bolts, and support hangers, shall be removed. Damage to the existing structure shall be repaired as indicated.
 - 2. Exposed piping including vents, drains, and valves shall be removed. Where exposed piping penetrates existing floors and walls, the piping, including wall thimbles, shall be removed to a minimum depth of 2-inches. Resultant openings in the structure shall be repaired as indicated.
 - 3. Electrical control panels, junction boxes, motor control centers, and local switches and pushbuttons shall be removed.

4. Exposed electrical conduits and associated wiring shall be removed. Resultant openings in structures shall be repaired as indicated.
 5. Connections to embedded electrical conduits shall be removed a minimum of 2-inches inside the finished surface of the existing structure. Wiring shall be removed and the resulting openings shall be repaired as indicated.
 6. Associated instrumentation devices shall be removed.
 7. Auxiliary utility support systems shall be removed.
 8. The area shall be thoroughly cleaned such that little or no evidence of the previous equipment installation will remain.
 9. Asphalt and concrete pavement, curbs, and gutters shall be removed as necessary to perform reconstruction. The limits of removal shall be sawcut. When the required improvements have been constructed, new asphalt and concrete pavement, curbs, and gutters shall be placed to match the original unless otherwise indicated.
 10. Footings, foundation walls, below-grade construction and concrete slabs on grade shall be demolished and removed to a depth which will not interfere with new construction, but not less than 36-inches below existing ground surface or future ground surface, whichever is lower.
 11. Below-grade areas and voids resulting from demolition of structures shall be completely filled. Fill and compaction shall be in accordance with Section 31 30 00 - Earthwork. After fill and compaction, surfaces shall be graded to meet adjacent contours and to provide flow to surface drainage structures, or as indicated.
 12. When existing pipe is removed, the CONTRACTOR shall plug the resulting open ends whether or not so indicated. Where removed piping is exposed, the remaining piping shall be blind-flanged or fitted with a removable cap or plug.
 13. When existing piping is removed from existing structures, the CONTRACTOR shall fill resulting openings in the structures and repair any damage such that the finished rehabilitated structure shall appear as a new homogeneous unit with little or no indication of where the new and old materials join. The openings in water-bearing structures shall be filled with non-shrink grout to be watertight and reinforced as required or indicated. In locations where the surface of the grout will be exposed to view, the grout shall be recessed approximately 1/2-inch and the recessed area filled with cement mortar grout.
 14. Electrical reconstruction shall be conducted by the CONTRACTOR in a safe and proper manner to avoid injury from electrical shock to the OWNER's and CONTRACTOR's personnel. Electrical equipment to be shut off for a period of time shall be tagged, locked out, and sealed with a crimped wire and lead seal and made inoperable. At no time shall electrical wiring or connections which are energized or could become energized be accessible to CONTRACTOR, OWNER, or other personnel without suitable protection or warning signs.
- B. The CONTRACTOR shall perform a functional test of existing equipment that is relocated and reinstalled to ensure the equipment functions in the manner documented during the initial inspection. The CONTRACTOR shall inform the ENGINEER in writing a minimum of 5 Days prior to the functional testing in order for the OWNER and

ENGINEER to witness the test. If, in the opinion of the ENGINEER, the relocated equipment does not function in a satisfactory manner, the CONTRACTOR shall make repairs and modifications necessary to restore the equipment to its original operating condition at no additional cost to the OWNER.

3.4 ABANDONMENT

- A. Existing facilities to be abandoned shall be prepared as indicated. Where existing buried piping is to be abandoned, the CONTRACTOR shall remove the abandoned pipe for a distance of 5-feet from any connecting structures. Openings at the existing structures shall be repaired. The remaining pipe shall be capped at both ends prior to backfill. Buried piping, 12-inches diameter or greater shall be completely sand-filled prior to closure of the piping ends.

3.5 REHABILITATION

- A. Certain areas of existing structures, piping, conduits, and the like will be affected by WORK necessary to complete modifications under this Contract. The CONTRACTOR shall be responsible to rehabilitate those areas affected by its construction activities.
- B. Where new rectangular openings are to be installed in concrete or concrete masonry walls or floors, the CONTRACTOR shall score the edges of each opening (both sides of wall or floor slab) by saw-cutting clean straight lines to a minimum depth of 1-inch and then chipping out the concrete. Alternately, the sides of the opening (not the corners) may be formed by saw cutting completely through the slab or wall. Saw cuts deeper than 1-inch (or the depth of cover over existing reinforcing steel, whichever is less) shall not be allowed to extend beyond the limits of the opening. Corners shall be made square and true by a combination of core drilling and chipping or grinding. Necessary precautions shall be taken during removal of concrete to prevent debris from falling into or entering adjacent tanks in service or from damaging adjacent equipment or piping. Saw cuts allowed to extend beyond the opening shall be repaired by filling with non-shrink grout. The concrete around any exposed reinforcement steel shall be chipped back and exposed reinforcement steel cut a minimum of 2-inches from the finished face of the new opening and be painted with epoxy paint. The inside face of the new opening shall be grouted with an epoxy cement grout to fill any voids and cover the exposed aggregate and shall be trowel-finished to provide a plumb and square opening.
- C. Where new piping is installed in existing structures, the CONTRACTOR shall accurately position core-drilled openings in the concrete as indicated or otherwise required. Openings shall be of sufficient size to permit a final alignment of pipelines and fittings without deflection of any part and to allow adequate space for satisfactory packing where pipe passes through the wall to provide watertightness around openings so formed. The boxes or cores shall be provided with continuous keyways to hold the filling material in place, and they shall have a slight flare to facilitate grouting and the escape of entrained air during grouting. Before placing the non-shrink grout, concrete surfaces shall be sandblasted, thoroughly cleaned of sand and any other foreign matter, and coated with epoxy bonding compound.
- D. Pipes, castings, or conduits shall be grouted in place by pouring in grout under a head of at least 4-inches. The grout shall be poured or rammed or vibrated into place to fill completely the space between the pipes, castings, or conduits, and the sides of the openings so as to obtain the same watertightness as through the wall itself. The grouted casings shall then be water cured.

- E. In locations where the surface of the grout will be exposed to view, the non-shrink grout shall be recessed approximately 1/2-inch and the recessed area filled with cement mortar grout.
- F. When new piping is to be connected to existing piping, the existing piping shall be cut square and ends properly prepared for the connection. Any damage to the lining and coating of the existing piping shall be repaired. Dielectric insulating joints shall be installed at interconnections between new and existing piping.
- G. Where existing equipment, piping, and supports, electrical panels and devices, conduits, and associated appurtenances are removed, the CONTRACTOR shall rehabilitate the affected area such that little or no evidence of the previous installation remains. Openings in concrete floors, walls, and ceilings from piping, conduit, and fastener penetrations shall be filled with non-shrink grout and finished to match the adjacent area. Concrete pads, bases associated with equipment, supports, and appurtenances shall be removed by chipping away concrete and cutting any exposed reinforced steel and anchor bolts a minimum of 2-inches below finished grade and be painted with epoxy paint. The area of concrete to be rehabilitated shall be scored by saw cutting clean, straight lines to a minimum depth of 1-1/2 inches, and concrete within the scored lines removed to a depth of 1-1/2 inches (or the depth of cover over reinforcing steel, whichever is less). The area within the scored lines shall be patched with non-shrink grout to match the adjacent grade and finish. Abandoned connections to piping and conduits shall be terminated with blind flanges, caps, and plugs suited for the material, type, and service of the pipe or conduit.
- H. Existing reinforcement to remain in place shall be protected, cleaned, and extended into new concrete. Existing reinforcement not to be retained shall be cut-off as follows:
 - 1. Where new concrete joins existing concrete at the removal line, reinforcement shall be cut-off flush with the concrete surface at the removal line.
 - 2. Where the concrete surface at the removal line is the finished surface, the reinforcement shall be cut back 2-inches below the finished concrete surface, the ends painted with epoxy paint and the remaining holes patched with a cement mortar grout.
- I. Where reconstruction activities damage the painting and coating of adjacent or nearby facilities, the damaged areas shall be surface prepared and coated in accordance with Section 09 96 00 - Protective Coating to match the original painting and coating with a compatible system. Surfaces of equipment items that are to be relocated shall be prepared and be coated in accordance with Section 09 96 00 – Protective Coating.

3.6 DISPOSAL

- A. Demolition and removal of debris shall minimize interference with roads, streets, walks, and other adjacent occupied or used facilities that shall not be closed or obstructed without permission from the OWNER. Alternate routes shall be provided around closed or obstructed traffic ways.
- B. Site debris, rubbish, and other materials resulting from reconstruction operations shall be legally removed and disposed of. Structures and equipment to be demolished shall be cleaned prior to demolition and the wash water properly disposed of. No trace of these structures shall remain prior to placing of backfill in the areas from which structures were removed.

- C. Refuse, debris, and waste materials resulting from demolition and clearing operations shall not be burned.

3.7 OCCUPANCY AND POLLUTION CONTROL

- A. Water sprinkling, temporary enclosures, chutes, and other suitable methods shall be used to limit dust and dirt rising and scattering in the area. See Specification Section 35 27 33 – Marine Works for additional requirements pertaining to marine work completed as part of the project. The CONTRACTOR shall comply with government regulations pertaining to environmental protection.
- B. Water shall not be used if it creates hazardous or objectionable conditions such as ice, flooding, or pollution.

3.8 CLEANING

- A. During and upon completion of WORK, the CONTRACTOR shall promptly remove tools and equipment, surplus materials, rubbish, debris, and dust and shall leave areas affected by WORK in a clean, approved condition.
- B. Adjacent structures shall be cleaned of dust, dirt, and debris caused by reconstruction, as requested by the ENGINEER or directed by governing authorities, and adjacent areas shall be returned to condition existing prior to start of WORK.
- C. The CONTRACTOR shall clean and sweep Lincoln Street daily.

END OF SECTION