

**SPECIFICATIONS FOR  
Wastewater Treatment Facility Improvements**

**for  
Village of Maecystown  
Monroe County, Illinois**

**VILLAGE PRESIDENT**

**Gregory Backes**

**BOARD MEMBERS**

**Janice Scheper – Village Clerk**

**Kristen Matthews – Village Treasurer**

**David Braswell**

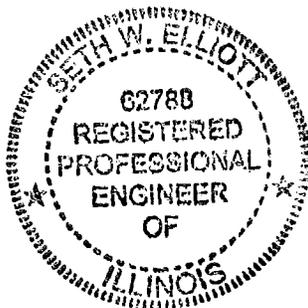
**Adam Eckart**

**Aaron Esker**

**Jim Kirkwood**

**Carmen Lewis**

**Sandy Tutka**



*Seth W. Elliott*

Seth W. Elliott  
Illinois Professional Engineer  
No. 62788  
Expires: November 30, 2027

**Date: January, 2026**  
**File: 40038-500**



HENEGHAN AND ASSOCIATES, P.C.  
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Professional Design Firm Registration No. 184-002692  
Expires April 30, 2027

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\* Forms and RUS Bulletins may be found at <http://www.usda.gov/rus/water/ees/englib/index.htm>

\* Illinois Engineering Documents may be found at <http://www.rurdev.usda.gov/il/eng.htm>

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## ADVERTISEMENT FOR BIDS

### Village of Maeystown Maeystown, IL

#### General Notice

**Village of Maeystown** is requesting Sealed Bids for the construction of the following Project: **Wastewater Treatment Facility Improvements** . Bids for the construction of the Project will be received at the Village of Maeystown located at 1030 Mill Street, PO Box 54, Maeystown, IL, 62256, until March 26, 2026 at 2 p.m. local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work: Upgrade existing WWTP by installing two additional septic tanks, repairing the existing recirculating sand filter, and other associated improvements to enable the Village to meet the current regulations. Owner anticipates that the Project has an expected duration of **270** days.

#### Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website: <https://haengr.com/bid-documents/> Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is: Heneghan and Associates, P.C. 1004 State Highway 16, Jerseyville, IL 62052, contact Seth Elliott – 618-498-6418 – [swelliott@heneghanassoc.com](mailto:swelliott@heneghanassoc.com). Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of 8:00am and 4:30pm and may obtain copies of the Bidding Documents from the Issuing Office as described below. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Bidding Documents may be purchased from the Issuing Office during the hours indicated above. Cost does not include shipping charges. Upon Issuing Office's receipt of payment, printed Bidding Documents will be sent via UPS delivery service. The shipping charge amount will be \$10.00. Bidding Documents are available for purchase in the following formats:

| Format  | Cost     |
|---|----------|
| Bidding Documents (including Full-Size Drawings)  | \$100.00 |
| Bidding Documents (including Half-Size Drawings)  | \$80.00  |
| Electronic download of Bidding Documents from <a href="https://haengr.com/bid-documents/">https://haengr.com/bid-documents/</a> | Free     |
| Addition to the Bidders List  | \$10.00  |

#### Pre-bid Conference

A pre-bid conference for the Project will be held on March 10, 2026 at 10:00 AM at 1030 Mill Street, PO Box 54, Maeystown, IL, 62256. Attendance at the pre-bid conference is encouraged but not required.

## **Instructions to Bidders.**

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

## **Domestic Preference**

**This project is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States.**

**The following waivers apply to this Contract:  
BABAA De Minimis, Small Grants, and Minor Components**

**“Any contract or contracts awarded under this invitation for bids are expected to be funded in part by a loan from the Illinois Environmental Protection Agency (Illinois EPA). Neither the State of Illinois nor any of its departments, agencies, or employees is or will be a party to this invitation for bids or any resulting contract. The procurement will be subject to regulations contained in the Procedures for Issuing Loans from the Water Pollution Control Loan Program (35 IAC Part 365), 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 (30 ILCS 559/20-1), and the federal “Build America, Buy America Act” requirements contained in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58.**

**This procurement is also subject to the loan recipient’s policy regarding the increased use of disadvantaged business enterprises. The loan recipient’s policy requires all bidders to undertake specified affirmative efforts at least sixteen (16) 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.”**

**This Advertisement is issued by:**

Owner: Village of Maeystown  
By: Gregory Backes  
Title: Village President  
Date: 02/18/2026

# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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## ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and General Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.
  - B. **Domestic Preference – The Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953.**

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.06 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.

1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version **9.0** or later. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

### **QUALIFICATIONS OF BIDDERS**

To demonstrate Bidder's qualifications to perform the Work Bidder must submit the following information:

- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
  - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
  - C. Bidder's state or other contractor license number, if applicable.
  - D. Subcontractor and Supplier qualification information.
  - E. Other required information regarding qualifications.
  - F. Of the above information the Bidder shall submit the following Articles 1, 2, 3, 8.01, 8.03, and 8.04.
- 3.02 ~~Prospective Bidders must submit required information regarding their qualifications by [insert deadline for prequalification submittals]. Owner will review the submitted information to determine which contractors are qualified to bid on the Work. Owner will issue an Addendum listing those contractors that Owner has determined to be qualified to construct the project. Bids will only be accepted from listed contractors. The information that each prospective Bidder must submit to seek prequalification includes the following:~~
- A. ~~Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~
  - B. ~~A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~

- C. ~~Prospective Bidder's state or other contractor license number, if applicable.~~
- D. ~~Subcontractor and Supplier qualification information.~~
- E. ~~Other required information regarding qualifications.~~

**Deleted**

- 3.03 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
  - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
  - C. Bidder's state or other contractor license number, if applicable.
  - D. Subcontractor and Supplier qualification information.
  - E. Other required information regarding qualifications.
- 3.04 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.05 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

**ARTICLE 4—PRE-BID CONFERENCE**

A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.

Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

**ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

5.01 *Site and Other Areas*

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

## 5.02 Existing Site Conditions

### A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The General Conditions identify the following regarding existing conditions at or adjacent to the Site:
  - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
  - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the General Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the General Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. *Geotechnical Baseline Report/Geotechnical Data Report*: The Bidding Documents contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).
  - a. As set forth in the General Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations (“Baseline Conditions”). The GBR is a Contract Document.
  - b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.
  - c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
  - d. As set forth in the General Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

*Other Site-related Documents*

- A. No other Site-related documents are available.

*5.04 Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. Bidders visiting the Site are required to arrange their own transportation to the Site.
- C. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the Engineer. Bidder must conduct the required Site visit during normal working hours.
- D. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- E. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- F. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- G. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

*5.05 Owner's Safety Program*

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

*5.06 Other Work at the Site*

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

## ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

### 6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder’s examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

## ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
  - A. **Seth Elliott, PE**  
**swelliott@heneghanassoc.com**
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

## ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **five** percent of Bidder’s maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents. **Bid security must be at least 5% of the Bidder’s maximum Bid price.**
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner’s

damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

## **ARTICLE 9—CONTRACT TIMES**

The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.

- 9.02 ~~Bidder must set forth in the Bid the time by which Bidder must achieve Substantial Completion, subject to the restrictions established in Paragraph 13.07 of these Instructions. The Owner will take Bidder's time commitment regarding Substantial Completion into consideration during the evaluation of Bids, and it will be necessary for the apparent Successful Bidder to satisfy Owner that it will be able to achieve Substantial Completion within the time such Bidder has designated in the Bid. [If applicable include the following: Bidder must also set forth in the Bid its commitments regarding the achievement of Milestones and readiness for final payment.] The Successful Bidder's time commitments will be entered into the Agreement or incorporated in the Agreement by reference to the specific terms of the Bid.~~

### **Deleted**

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

## **ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS**

~~The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.~~

### **Deleted**

- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of

the General Conditions, and the review of the request will be governed by the principles in those paragraphs. **Each such request shall include the Manufacturers' Certification for Compliance with Domestic Preference requirements. Refer to the suggested Manufacturer's Certification provided in these construction Contract Documents.** The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner. **Substitutes and "or-equal" materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.05 and 7.06 of the General Conditions after the Effective Date of the Contract. Each such request shall include Manufacturer's Certification letter to document compliance with Domestic Preference requirements. Refer to Manufacturer's Certification Letter provided in these Contract Documents.**

- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

#### **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 ~~A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.~~

#### **Deleted**

- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:

#### **A. N/A**

- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

**11.05 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in General Conditions 7.07A.**

**ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
  - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder’s authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.

- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

### **ARTICLE 13—BASIS OF BID**

13.01 *(NOT APPLICABLE)*

13.02 *(NOT APPLICABLE)*

13.03 *(NOT APPLICABLE)*

13.04 *Cost-Plus-Fee Bids*

- A. ~~Bidders must submit a Bid on the Contractor's fee, which must be in addition to compensation for Cost of the Work. Such fee must be either (1) a fixed fee, (2) percentages of specified categories of costs, or (3) a percentage applicable to the Cost of the Work as a whole, as set forth in the Bid Form.~~
- B. ~~If the Contractor's fee, as set forth in the Bid Form, is to be based on percentages of categories of cost, or on a percentage applicable to the Cost of the Work as a whole, then Bidders must enter a maximum amount limiting the total fee if required by the Bid Form to do so.~~
- C. ~~Bidders must submit a Bid on the Guaranteed Maximum Price, setting a maximum amount on the compensable Cost of the Work plus Contractor's fee, if required by the Bid Form to do so.~~

#### **Deleted**

13.05 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- D. Bidders must submit a Bid for each alternate described in the bidding documents and as provided in the Bid Form. The price for each alternate will be the amount added to, deleted from, or replacement of from the unit price bid work as described on the bid form.
- E. In the comparison of Bids, alternates will be decided based on the OWNER's discretion.

### 13.06 Allowances

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

### 13.07 ~~Price Plus Time Bids~~

- A. ~~The Owner will consider the time of Substantial Completion commitment made by the Bidder in the comparison of Bids.~~
- B. ~~Bidder must designate the number of days required to achieve Substantial Completion of the Work and enter that number in the Bid Form as the total number of calendar days to substantially complete the Work.~~
- C. ~~The total number of calendar days for Substantial Completion designated by Bidder must be less than or equal to a maximum of [number], but not less than the minimum of [number]. If Bidder purports to designate a time for Substantial Completion that is less than the allowed minimum, or greater than the allowed maximum, Owner will reject the Bid as nonresponsive.~~
- D. ~~The Agreement as executed will contain the Substantial Completion time designated in Successful Bidder's Bid, and the Contractor will be assessed liquidated damages at the rate stated in the Agreement for failure to attain Substantial Completion within that time.~~
- E. ~~Bidder must also designate the time in which it will achieve Milestones, and achieve readiness for final payment. Such time commitments must be consistent with the "Time of Substantial Completion" to which Bidder commits. The Agreement as executed will contain, as binding Contract Times, Successful Bidder's time commitments regarding Milestones, as applicable, and readiness for final payment.~~

### Deleted

## ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents are included in these specifications.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

## **ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

## **ARTICLE 16—OPENING OF BIDS**

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

## **ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

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

## **ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
- C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.
- D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- E. ~~For the determination of the apparent low Bidder when cost plus fee bids are submitted, Bids will be compared on the basis of the Guaranteed Maximum Price set forth by Bidder on the Bid Form.~~

**Deleted**

- F. ~~Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Agreement for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.~~
  1. ~~The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder specified time of Substantial Completion in calendar days times the rate for liquidated damages [or other Owner designated daily rate] in dollars per day.~~
  2. ~~This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.~~

**Deleted**

- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

**ARTICLE 19—BONDS AND INSURANCE**

- 19.01 Article 6 of the General Conditions, as may be modified by the General Conditions, sets forth Owner’s requirements as to performance and payment bonds, other required bonds (if any), and

insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

#### **ARTICLE 20—SIGNING OF AGREEMENT**

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

#### **ARTICLE 21—SALES AND USE TAXES**

- 21.01 Owner is exempt from **Illinois** state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. **[number]**). Said taxes must not be included in the Bid. Refer to Paragraph 7.10 of the General Conditions for additional information.

#### **ARTICLE 22—CONTRACTS TO BE ASSIGNED**

- 22.01 Not Applicable.

#### **ARTICLE 23—FEDERAL REQUIREMENTS**

- 23.01 If the contract price is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.**

- 23.02 Federal requirements at Article 19 of the General Conditions apply to this Contract.**

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

(1) *Minimum wages.*

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

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

- (ii) (A) The sub-recipient, on behalf of USEPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sub-recipient to IEPA. IEPA shall forward the report to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.
- (C) In the even the contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the sub-recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), IEPA shall refer the questions, including the views of all interested parties and the recommendation of the sub-recipient, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work

- in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.
- (2) *Withholding.* The sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the sub-recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) *Payrolls and basic records.*
- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
  - (ii) (A) The contractor shall submit weekly for each week in which any contract work is

performed a copy of all payrolls to the sub-recipient. Such documentation shall be available upon request of IEPA or USEPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Website, [<https://www.dol.gov/whd/forms/index.htm>]. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub-recipient, for transmission to the IEPA, USEPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub-recipient.

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

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

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

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

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

guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees*

- (i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid no less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by form certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in

accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

- CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).
  - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

**Contract Provision for Contracts in Excess of \$100,000** - clauses (1) through (4) shall be inserted in full in any contract in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

#### **Contract Work Hours and Safety Standards Act**

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The sub-recipient, shall upon its own action or upon written request of the USEPA award official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

The following shall be inserted into any contract subject only to the Contract Work Hours and Safety Standards Act.

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 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 USEPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**\*\*\*\*\*See current Davis-Bacon Wage Rates located after Standard General Conditions \*\*\*\*\***

**Intentionally Blank**

# BID FORM FOR CONSTRUCTION CONTRACT

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

## ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

***Gregory Backes, Village President***

***Village of Maestown***

***1030 Mill Street, PO Box 54, Maestown, IL, 62256***

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement Sections, Article 1, 2, 3, 8.01, 8.03, 8.04 with supporting data; ~~and~~

**If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the General Conditions of the Construction Contract (EJCDC C-700);**

- H. **If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);**
- I. **If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.**
- J. **Non-Collusion and certification statement**
- K. **Certification of Nonsegregated Facilities**
- L. **Certification Regarding Debarment, Suspension and Other Responsibility Matters**
- M. **Bidder Certification In Compliance with Article 33E-11 to the "Criminal Code of 2012"**

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EJCDC® C-410, Bid Form for Construction Contract.

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Modified to include RD edits from RUS Bulletin 1780-26 (5/24/2023).

**N. Bidder Certification Regarding the Use of Iron, Steel, Manufactured Products, and Construction Materials produced in the United States (Build America, Buy America Act)**

**O. Disadvantaged Business Utilization and Affirmative Efforts**

**ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES**

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

| Item No.                          | Description   | Unit        | Estimated Quantity | Bid Unit Price | Bid Amount |
|-----------------------------------|---|-------------|--------------------|----------------|------------|
| 1                                 | Excavation and Site Work                                    | Lump Sum    | 1                  | \$             | \$         |
| 2                                 | Piping, Manholes, Valves, & Appurtenances                   | Lump Sum    | 1                  | \$             | \$         |
| 3                                 | Primary Tanks   | Each        | 2                  | \$             | \$         |
| 4                                 | Dosing Pumps  | Each        | 2                  | \$             | \$         |
| 5                                 | Recirculating Pumps   | Each        | 2                  | \$             | \$         |
| 6                                 | Recirculating Sand Filter System upgrades and modifications | Lump Sum    | 1                  | \$             | \$         |
| 7                                 | Fencing and gate around new land area                       | Lump Sum    | 1                  | \$             | \$         |
| 8                                 | Electrical  | Lump Sum    | 1                  | \$             | \$         |
| 9                                 | Rock Excavation   | Cubic Yards | 300                | \$             | \$         |
| 10                                | Miscellaneous   | Lump Sum    | 1                  | \$             | \$         |
| Total of All Unit Price Bid Items |   |             |                    |                | \$         |

Dollars

(In Words)

| <b>Alternate Bid</b>              |  |          |                    |                |            |
|-----------------------------------|--|----------|--------------------|----------------|------------|
| Item No.                          | Description  | Unit     | Estimated Quantity | Bid Unit Price | Bid Amount |
| 1                                 | Add Polishing Reactor complete with piping, structures, and appurtenances (Sheets 13-15) | Lump Sum | 1                  | \$             | \$         |
| Total of All Unit Price Bid Items |  |          |                    |                | \$         |

Dollars

(In Words)

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 4—TIME OF COMPLETION**

Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

| Addendum Number | Addendum Date |
|-----------------|---------------|
|                 |               |
|                 |               |
|                 |               |

**ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, **including all Domestic Preference requirements.**
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the General Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the General Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the General Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

- A. The Bidder certifies the following:
  1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
  2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
  3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

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

Attest: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

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

Bidder's Contact:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

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

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

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

Bidder's Contractor License No.: (if applicable) \_\_\_\_\_

## BID BOND (PENAL SUM FORM)

|  |  |
|--|--|
| <p><b>Bidder</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>   | <p><b>Surety</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>   |
| <p><b>Owner</b></p> <p>Name: Village of Maeystown</p> <p>Address (<i>principal place of business</i>):<br/>1030 Mill Street, PO Box 54, Maeystown, IL, 62256</p>   | <p><b>Bid</b></p> <p>Project (<i>name and location</i>):<br/>Wastewater Treatment Facility Improvements<br/>Upgrade existing WWTP by installing two additional septic tanks, repairing the existing recirculating sand filter, and other associated improvements to enable the Village to meet the current regulations.</p> <p>Bid Due Date: _____</p> |
| <p><b>Bond</b></p> <p>Penal Sum: _____</p> <p>Date of Bond: _____</p>  |  |
| <p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p> |  |
| <p>Bidder</p> <p style="text-align: center;">_____</p> <p style="text-align: center;"><i>(Full formal name of Bidder)</i></p>  | <p>Surety</p> <p style="text-align: center;">_____</p> <p style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></p>   |
| <p>By: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>   | <p>By: _____</p> <p style="text-align: center;"><i>(Signature) (Attach Power of Attorney)</i></p>  |
| <p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>  | <p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>  |
| <p>Title: _____</p>  | <p>Title: _____</p>  |
| <p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>   | <p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>   |
| <p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>  | <p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>  |
| <p>Title: _____</p>  | <p>Title: _____</p>  |
| <p><i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i></p>                                      |  |

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

# QUALIFICATIONS STATEMENT

## ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

|                                       |  |                |  |
|---------------------------------------|--|----------------|--|
| Legal Name of Business:               |  |                |  |
| Corporate Office                      |  |                |  |
| Name:                                 |  | Phone number:  |  |
| Title:                                |  | Email address: |  |
| Business address of corporate office: |  |                |  |
|                                       |  |                |  |
|                                       |  |                |  |
| Local Office                          |  |                |  |
| Name:                                 |  | Phone number:  |  |
| Title:                                |  | Email address: |  |
| Business address of local office:     |  |                |  |
|                                       |  |                |  |
|                                       |  |                |  |

1.02 Provide information on the Business’s organizational structure:

|   |  |   |  |
|---|--|---|--|
| Form of Business:   | <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation |   |  |
| <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies: |  |   |  |
| 1.  |  |   |  |
| 2.  |  |   |  |
| 3.  |  |   |  |
| Provide a separate Qualification Statement for each Joint Venturer.   |  |   |  |
| Date Business was formed:   |  | State in which Business was formed:   |  |
| Is this Business authorized to operate in the Project location?   |  | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending |  |

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

|                   |  |              |  |
|-------------------|--|--------------|--|
| Name of business: |  | Affiliation: |  |
| Address:          |  |              |  |
| Name of business: |  | Affiliation: |  |
| Address:          |  |              |  |
| Name of business: |  | Affiliation: |  |
| Address:          |  |              |  |

1.04 Provide information regarding the Business’s officers, partners, and limits of authority.

|                               |  |                     |    |
|-------------------------------|--|---------------------|----|
| Name:                         |  | Title:              |    |
| Authorized to sign contracts: | <input type="checkbox"/> Yes <input type="checkbox"/> No | Limit of Authority: | \$ |
| Name:                         |  | Title:              |    |
| Authorized to sign contracts: | <input type="checkbox"/> Yes <input type="checkbox"/> No | Limit of Authority: | \$ |
| Name:                         |  | Title:              |    |
| Authorized to sign contracts: | <input type="checkbox"/> Yes <input type="checkbox"/> No | Limit of Authority: | \$ |
| Name:                         |  | Title:              |    |

**ARTICLE 2—LICENSING**

2.01 Provide information regarding licensure for Business:

|                   |  |                  |  |
|-------------------|--|------------------|--|
| Name of License:  |  |                  |  |
| Licensing Agency: |  |                  |  |
| License No:       |  | Expiration Date: |  |
| Name of License:  |  |                  |  |
| Licensing Agency: |  |                  |  |
| License No:       |  | Expiration Date: |  |

**ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS**

3.01 Provide information regarding Business’s Diverse Business Certification, if any. Provide evidence of current certification.

| Certification   | Certifying Agency | Certification Date |
|---|-------------------|--------------------|
| <input type="checkbox"/> Disadvantaged Business Enterprise                      |                   |                    |
| <input type="checkbox"/> Minority Business Enterprise                           |                   |                    |
| <input type="checkbox"/> Woman-Owned Business Enterprise                        |                   |                    |
| <input type="checkbox"/> Small Business Enterprise                              |                   |                    |
| <input type="checkbox"/> Disabled Business Enterprise                           |                   |                    |
| <input type="checkbox"/> Veteran-Owned Business Enterprise                      |                   |                    |
| <input type="checkbox"/> Service-Disabled Veteran-Owned Business                |                   |                    |
| <input type="checkbox"/> HUBZone Business (Historically Underutilized) Business |                   |                    |
| <input type="checkbox"/> Other  |                   |                    |
| <input type="checkbox"/> None   |                   |                    |

**ARTICLE 4—SAFETY**

4.01 Provide information regarding Business’s safety organization and safety performance.

|                                    |                |            |
|------------------------------------|----------------|------------|
| Name of Business’s Safety Officer: |                |            |
| Safety Certifications              |                |            |
| Certification Name                 | Issuing Agency | Expiration |
|                                    |                |            |
|                                    |                |            |

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

| Year    |     |      |    |     |      |    |     |      |    |
|---------|-----|------|----|-----|------|----|-----|------|----|
| Company | EMR | TRFR | MH | EMR | TRFR | MH | EMR | TRFR | MH |
|         |     |      |    |     |      |    |     |      |    |
|         |     |      |    |     |      |    |     |      |    |

**ARTICLE 5—FINANCIAL**

5.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

|   |  |                                   |
|---|--|-----------------------------------|
| Financial Institution:  |  |                                   |
| Business address:   |  |                                   |
| Date of Business’s most recent financial statement:   |  | <input type="checkbox"/> Attached |
| Date of Business’s most recent audited financial statement:   |  | <input type="checkbox"/> Attached |
| Financial indicators from the most recent financial statement   |  |                                   |
| Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)   |  |                                   |
| Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities) |  |                                   |

**ARTICLE 6—SURETY INFORMATION**

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

|  |  |                 |  |
|--|--|-----------------|--|
| Surety Name:   |  |                 |  |
| Surety is a corporation organized and existing under the laws of the state of:   |  |                 |  |
| Is surety authorized to provide surety bonds in the Project location?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |                 |  |
| Is surety listed in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?<br><input type="checkbox"/> Yes <input type="checkbox"/> No |  |                 |  |
| Mailing Address<br>(principal place of business):  |  |                 |  |
|  |  |                 |  |
|  |  |                 |  |
| Physical Address<br>(principal place of business):   |  |                 |  |
|  |  |                 |  |
|  |  |                 |  |
| Phone (main):  |  | Phone (claims): |  |

**ARTICLE 7—INSURANCE**

7.01 Provide information regarding Business’s insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

|   |  |                                    |  |
|---|--|------------------------------------|--|
| Name of insurance provider, and type of policy (CLE, auto, etc.):               |  |                                    |  |
| Insurance Provider  |  | Type of Policy (Coverage Provided) |  |
|   |  |                                    |  |
|   |  |                                    |  |
|   |  |                                    |  |
| Are providers licensed or authorized to issue policies in the Project location? |  |                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Does provider have an A.M. Best Rating of A-VII or better?                      |  |                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Mailing Address<br>(principal place of business):                               |  |                                    |  |
|   |  |                                    |  |
|   |  |                                    |  |
| Physical Address<br>(principal place of business):                              |  |                                    |  |
|   |  |                                    |  |
|   |  |                                    |  |
| Phone (main):   |  | Phone (claims):                    |  |

**ARTICLE 8—CONSTRUCTION EXPERIENCE**

8.01 Provide information that will identify the overall size and capacity of the Business.

|  |  |
|--|--|
| Average number of current full-time employees: |  |
| Estimate of revenue for the current year:      |  |
| Estimate of revenue for the previous year:     |  |

8.02 Provide information regarding the Business’s previous contracting experience.

|   |  |                      |
|---|--|----------------------|
| Years of experience with projects like the proposed project:  |  |                      |
| As a general contractor:  |  | As a joint venturer: |
| Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:   |  |                      |
| Been disqualified as a bidder by any local, state, or federal agency within the last 5 years?<br><input type="checkbox"/> Yes <input type="checkbox"/> No             |  |                      |
| Been barred from contracting by any local, state, or federal agency within the last 5 years?<br><input type="checkbox"/> Yes <input type="checkbox"/> No              |  |                      |
| Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No  |  |                      |
| Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No                                     |  |                      |
| Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input type="checkbox"/> No |  |                      |
| Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No   |  |                      |
| Provide full details in a separate attachment if the response to any of these questions is Yes.   |  |                      |

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business’s experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business’s key leaders as well.

**ARTICLE 9—REQUIRED ATTACHMENTS**

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business’s safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: \_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(date signed)*

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

Attest: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

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

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

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

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

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

**Intentionally Blank**

**Schedule A—Current Projects**

|   |                 |                        |                |                         |       |
|---|-----------------|------------------------|----------------|-------------------------|-------|
| Name of Organization  |                 |                        |                |                         |       |
| Project Owner   |                 |                        | Project Name   |                         |       |
| General Description of Project  |                 |                        |                |                         |       |
| Project Cost  |                 |                        | Date Project   |                         |       |
| Key Project Personnel   | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name  |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|   | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner   |                 |                        |                |                         |       |
| Designer  |                 |                        |                |                         |       |
| Construction Manager  |                 |                        |                |                         |       |

|   |                 |                        |                |                         |       |
|---|-----------------|------------------------|----------------|-------------------------|-------|
| Project Owner   |                 |                        | Project Name   |                         |       |
| General Description of Project  |                 |                        |                |                         |       |
| Project Cost  |                 |                        | Date Project   |                         |       |
| Key Project Personnel   | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name  |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|   | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner   |                 |                        |                |                         |       |
| Designer  |                 |                        |                |                         |       |
| Construction Manager  |                 |                        |                |                         |       |

|   |                 |                        |                |                         |       |
|---|-----------------|------------------------|----------------|-------------------------|-------|
| Project Owner   |                 |                        | Project Name   |                         |       |
| General Description of Project  |                 |                        |                |                         |       |
| Project Cost  |                 |                        | Date Project   |                         |       |
| Key Project Personnel   | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name  |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|   | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner   |                 |                        |                |                         |       |
| Designer  |                 |                        |                |                         |       |
| Construction Manager  |                 |                        |                |                         |       |

**Schedule B—Previous Experience with Similar Projects**

|   |                 |                        |                |                         |       |
|---|-----------------|------------------------|----------------|-------------------------|-------|
| Name of Organization  |                 |                        |                |                         |       |
| Project Owner   |                 |                        | Project Name   |                         |       |
| General Description of Project  |                 |                        |                |                         |       |
| Project Cost  |                 |                        | Date Project   |                         |       |
| Key Project Personnel   | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name  |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|   | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner   |                 |                        |                |                         |       |
| Designer  |                 |                        |                |                         |       |
| Construction Manager  |                 |                        |                |                         |       |

|   |                 |                        |                |                         |       |
|---|-----------------|------------------------|----------------|-------------------------|-------|
| Project Owner   |                 |                        | Project Name   |                         |       |
| General Description of Project  |                 |                        |                |                         |       |
| Project Cost  |                 |                        | Date Project   |                         |       |
| Key Project Personnel   | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name  |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|   | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner   |                 |                        |                |                         |       |
| Designer  |                 |                        |                |                         |       |
| Construction Manager  |                 |                        |                |                         |       |

|   |                 |                        |                |                         |       |
|---|-----------------|------------------------|----------------|-------------------------|-------|
| Project Owner   |                 |                        | Project Name   |                         |       |
| General Description of Project  |                 |                        |                |                         |       |
| Project Cost  |                 |                        | Date Project   |                         |       |
| Key Project Personnel   | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name  |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|   | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner   |                 |                        |                |                         |       |
| Designer  |                 |                        |                |                         |       |
| Construction Manager  |                 |                        |                |                         |       |

**Schedule B—Previous Experience with Similar Projects**

|   |                 |                        |                |                         |       |
|---|-----------------|------------------------|----------------|-------------------------|-------|
| Name of Organization  |                 |                        |                |                         |       |
| Project Owner   |                 |                        | Project Name   |                         |       |
| General Description of Project  |                 |                        |                |                         |       |
| Project Cost  |                 |                        | Date Project   |                         |       |
| Key Project Personnel   | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name  |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|   | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner   |                 |                        |                |                         |       |
| Designer  |                 |                        |                |                         |       |
| Construction Manager  |                 |                        |                |                         |       |

|   |                 |                        |                |                         |       |
|---|-----------------|------------------------|----------------|-------------------------|-------|
| Project Owner   |                 |                        | Project Name   |                         |       |
| General Description of Project  |                 |                        |                |                         |       |
| Project Cost  |                 |                        | Date Project   |                         |       |
| Key Project Personnel   | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name  |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|   | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner   |                 |                        |                |                         |       |
| Designer  |                 |                        |                |                         |       |
| Construction Manager  |                 |                        |                |                         |       |

|   |                 |                        |                |                         |       |
|---|-----------------|------------------------|----------------|-------------------------|-------|
| Project Owner   |                 |                        | Project Name   |                         |       |
| General Description of Project  |                 |                        |                |                         |       |
| Project Cost  |                 |                        | Date Project   |                         |       |
| Key Project Personnel   | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name  |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|   | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner   |                 |                        |                |                         |       |
| Designer  |                 |                        |                |                         |       |
| Construction Manager  |                 |                        |                |                         |       |

**Intentionally Blank**

**Schedule C—Key Individuals**

| <b>Project Manager</b>   |  |                                       |                                   |
|--|--|---------------------------------------|-----------------------------------|
| Name of individual   |  |                                       |                                   |
| Years of experience as project manager   |  |                                       |                                   |
| Years of experience with this organization   |  |                                       |                                   |
| Number of similar projects as project manager  |  |                                       |                                   |
| Number of similar projects in other positions  |  |                                       |                                   |
| Current Project Assignments  |  |                                       |                                   |
| Name of assignment   |  | Percent of time used for this project | Estimated project completion date |
|  |  |                                       |                                   |
|  |  |                                       |                                   |
|  |  |                                       |                                   |
| Reference Contact Information (listing names indicates approval to contact named individuals as a reference) |  |                                       |                                   |
| Name   |  | Name                                  |                                   |
| Title/Position   |  | Title/Position                        |                                   |
| Organization   |  | Organization                          |                                   |
| Telephone  |  | Telephone                             |                                   |
| Email  |  | Email                                 |                                   |
| Project  |  | Project                               |                                   |
| Candidate's role on project  |  | Candidate's role on project           |                                   |
| <b>Project Superintendent</b>  |  |                                       |                                   |
| Name of individual   |  |                                       |                                   |
| Years of experience as project superintendent  |  |                                       |                                   |
| Years of experience with this organization   |  |                                       |                                   |
| Number of similar projects as project superintendent   |  |                                       |                                   |
| Number of similar projects in other positions  |  |                                       |                                   |
| Current Project Assignments  |  |                                       |                                   |
| Name of assignment   |  | Percent of time used for this project | Estimated project completion date |
|  |  |                                       |                                   |
|  |  |                                       |                                   |
|  |  |                                       |                                   |
| Reference Contact Information (listing names indicates approval to contact named individuals as a reference) |  |                                       |                                   |
| Name   |  | Name                                  |                                   |
| Title/Position   |  | Title/Position                        |                                   |
| Organization   |  | Organization                          |                                   |
| Telephone  |  | Telephone                             |                                   |
| Email  |  | Email                                 |                                   |
| Project  |  | Project                               |                                   |
| Candidate's role on project  |  | Candidate's role on project           |                                   |

| <b>Safety Manager</b>  |  |                                       |                                   |
|--|--|---------------------------------------|-----------------------------------|
| Name of individual   |  |                                       |                                   |
| Years of experience as project manager   |  |                                       |                                   |
| Years of experience with this organization   |  |                                       |                                   |
| Number of similar projects as project manager  |  |                                       |                                   |
| Number of similar projects in other positions  |  |                                       |                                   |
| Current Project Assignments  |  |                                       |                                   |
| Name of assignment   |  | Percent of time used for this project | Estimated project completion date |
|  |  |                                       |                                   |
|  |  |                                       |                                   |
| Reference Contact Information (listing names indicates approval to contact named individuals as a reference) |  |                                       |                                   |
| Name   |  | Name                                  |                                   |
| Title/Position   |  | Title/Position                        |                                   |
| Organization   |  | Organization                          |                                   |
| Telephone  |  | Telephone                             |                                   |
| Email  |  | Email                                 |                                   |
| Project  |  | Project                               |                                   |
| Candidate's role on project  |  | Candidate's role on project           |                                   |
| <b>Quality Control Manager</b>   |  |                                       |                                   |
| Name of individual   |  |                                       |                                   |
| Years of experience as project superintendent  |  |                                       |                                   |
| Years of experience with this organization   |  |                                       |                                   |
| Number of similar projects as project superintendent   |  |                                       |                                   |
| Number of similar projects in other positions  |  |                                       |                                   |
| Current Project Assignments  |  |                                       |                                   |
| Name of assignment   |  | Percent of time used for this project | Estimated project completion date |
|  |  |                                       |                                   |
|  |  |                                       |                                   |
| Reference Contact Information (listing names indicates approval to contact named individuals as a reference) |  |                                       |                                   |
| Name   |  | Name                                  |                                   |
| Title/Position   |  | Title/Position                        |                                   |
| Organization   |  | Organization                          |                                   |
| Telephone  |  | Telephone                             |                                   |
| Email  |  | Email                                 |                                   |
| Project  |  | Project                               |                                   |
| Candidate's role on project  |  | Candidate's role on project           |                                   |

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ ) ss.

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He is \_\_\_\_\_ of \_\_\_\_\_ the Bidder that has submitted the attached Bid;
2. By submission of the bid, each bidder certifies, and in the case of a joint bid each party thereto 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.
3. 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; and shall also certify that he has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
(Name & Title)

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

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

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**COMPLIANCE STATEMENT**

This statement relates to a proposed contract with \_\_\_\_\_

\_\_\_\_\_  
*(Name of borrower or grantee)*

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I  have  have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I  have,  have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.  
 If the proposed contract is for \$50,000 or more: or  if the proposed nonconstruction contract is for \$50,000 or more and I have 50 or more employees, I also represent that:
3. I  have,  have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract,  I have,  have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker 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. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I 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; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

---

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays the valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

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**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR  
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

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

Date \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Bidder or Prospective Contractor)*

\_\_\_\_\_  
*Address (including Zip Code)*

**Intentionally Blank**



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
 Lower Tier Covered Transactions**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.*

***(Read instructions on page two before completing certification.)***

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

|  |                                 |
|--|---------------------------------|
| ORGANIZATION NAME                                    | PR/AWARD NUMBER OR PROJECT NAME |
| NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) |                                 |
| SIGNATURE  | DATE                            |

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

### *Instructions for Certification*

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(title)

o0o

**Intentionally Blank**



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

This Agreement is by and between Village of Maestown (“Owner”) and \_\_\_\_\_ (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the General Conditions.

Owner and Contractor hereby agree as follows:

## **ARTICLE 1—WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Upgrade existing WWTP by installing two additional septic tanks, repairing the existing recirculating sand filter, and other associated improvements to enable the Village to meet the current regulations.

## **ARTICLE 2—THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Wastewater Treatment Facility Improvements

## **ARTICLE 3—ENGINEER**

3.01 The Owner has retained Heneghan and Associates, P.C. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by “Engineer”.

## **ARTICLE 4—CONTRACT TIMES**

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **April 28, 2027**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **June 28, 2027**.

4.03 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):  
1. N/A

#### 4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner \$800.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$800.00 for each day that expires after such time until the Work is completed and ready for final payment.
  3. *Milestones*: Contractor shall pay Owner \$800.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
  4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- C. ~~*Bonus*: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$[number] for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to \$[number].~~

#### **Deleted**

#### 4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

## ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

## ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

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

- a. ~~[number]~~90 percent of the value of the Work completed (with the balance being retainage).

- 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. ~~[number]~~90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of **maximum legal rate** percent per annum.

## ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. ~~General~~
  5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of **15** sheets with each sheet bearing the following general title: **Wastewater Treatment Facility Improvements**.
  7. Drawings listed on the attached sheet index.
8. Addenda (numbers **[number]** to **[number]**, inclusive).
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (Pages \_\_ to \_\_, inclusive)
  10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.

- b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the General Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the General Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the General Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price,

within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the General Conditions.
- B. 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 WPCLP. 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.

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

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

Owner:

Contractor:

\_\_\_\_\_  
*(typed or printed name of organization)*

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

Address for giving notices:

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

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

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address:

Address:

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

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

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

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

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

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

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

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

State: \_\_\_\_\_

## PERFORMANCE BOND

|   |  |
|---|--|
| <p><b>Contractor</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>  | <p><b>Surety</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>   |
| <p><b>Owner</b></p> <p>Name: <b>Village of Maestown</b></p> <p>Mailing address (<i>principal place of business</i>):</p> <p><b>1030 Mill Street, PO Box 54, Maestown, IL, 62256</b></p>   | <p><b>Contract</b></p> <p>Description (<i>name and location</i>):</p> <p><b>Wastewater Treatment Facility Improvements Upgrade existing WWTP by installing two additional septic tanks, repairing the existing recirculating sand filter, and other associated improvements to enable the Village to meet the current regulations.</b></p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p> |
| <p><b>Bond</b></p> <p>Bond Amount: _____</p> <p>Date of Bond: _____</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:</p> <p><input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p> |  |
| <p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>                                      |  |
| Contractor as Principal   | Surety   |
| _____   | _____  |
| <i>(Full formal name of Contractor)</i>   | <i>(Full formal name of Surety) (corporate seal)</i>   |
| By: _____   | By: _____  |
| <i>(Signature)</i>  | <i>(Signature)(Attach Power of Attorney)</i>   |
| Name: _____   | Name: _____  |
| <i>(Printed or typed)</i>   | <i>(Printed or typed)</i>  |
| Title: _____  | Title: _____   |
| Attest: _____   | Attest: _____  |
| <i>(Signature)</i>  | <i>(Signature)</i>   |
| Name: _____   | Name: _____  |
| <i>(Printed or typed)</i>   | <i>(Printed or typed)</i>  |
| Title: _____  | Title: _____   |
| <p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>  |  |

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

- 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
- 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or

legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: None.

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## PAYMENT BOND

|   |  |
|---|--|
| <p><b>Contractor</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>  | <p><b>Surety</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>   |
| <p><b>Owner</b></p> <p>Name: <b>Village of Maestown</b></p> <p>Mailing address (<i>principal place of business</i>):<br/> <b>1030 Mill Street, PO Box 54, Maestown, IL, 62256</b></p>   | <p><b>Contract</b></p> <p>Description (<i>name and location</i>):<br/> <b>Wastewater Treatment Facility Improvements Upgrade existing WWTP by installing two additional septic tanks, repairing the existing recirculating sand filter, and other associated improvements to enable the Village to meet the current regulations.</b></p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p> |
| <p><b>Bond</b></p> <p>Bond Amount: _____</p> <p>Date of Bond: _____</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:<br/> <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p> |  |
| <p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>  |  |
| Contractor as Principal   | Surety   |
| _____<br><i>(Full formal name of Contractor)</i>  | _____<br><i>(Full formal name of Surety) (corporate seal)</i>  |
| By: _____<br><i>(Signature)</i>   | By: _____<br><i>(Signature)(Attach Power of Attorney)</i>  |
| Name: _____<br><i>(Printed or typed)</i>  | Name: _____<br><i>(Printed or typed)</i>   |
| Title: _____  | Title: _____   |
| Attest: _____<br><i>(Signature)</i>   | Attest: _____<br><i>(Signature)</i>  |
| Name: _____<br><i>(Printed or typed)</i>  | Name: _____<br><i>(Printed or typed)</i>   |
| Title: _____  | Title: _____   |
| <p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>  |  |

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

on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

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

- 16.1.1. The name of the Claimant;
- 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
- 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
- 16.1.4. A brief description of the labor, materials, or equipment furnished;
- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 16.1.7. The total amount of previous payments received by the Claimant; and
- 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of

the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

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

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

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

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

18. Modifications to this Bond are as follows: None.

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**CERTIFICATE OF OWNER’S ATTORNEY**

PROJECT NAME:

CONTRACTOR NAME AND CONTRACT NUMBER:

---

I, the undersigned, \_\_\_\_\_, the duly authorized and acting legal representative of

\_\_\_\_\_, do hereby certify as follows: I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

---

---

Name

Date

**AGENCY CONCURRENCE**

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

---

Agency Representative

Date

---

Name

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## NOTICE TO PROCEED

Owner: Village of Maeystown Owner's Project No.: \_\_\_\_\_  
Engineer: Heneghan and Associates, PC Engineer's Project No.: 40038-500  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: Wastewater Treatment Facility Improvements  
Contract Name: \_\_\_\_\_  
Effective Date of Contract: \_\_\_\_\_

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

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is **March 22, 2027**, and the date by which readiness for final payment must be achieved is **May 21, 2027**.

Before starting any Work at the Site, Contractor must comply with the following: N/A

Owner: Village of Maeystown  
By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Issued: \_\_\_\_\_  
Copy: Engineer

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract. [The Change Order form to be used on this Project is EJCDC C-941 \(2018\). Agency approval is required before Change Orders are effective.](#)
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*
    - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract

- Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
  - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
  - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
  13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
  14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
  15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
  16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
  17. *Cost of the Work*—See Paragraph 13.01 for definition.
  18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
  19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
  20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
  21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions,

including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract. [For the purposes of Rural Development, this term is synonymous with the term “applicant” as defined in 7 CFR 1780.7 \(a\) \(1\), \(2\) and \(3\) and is an entity receiving financial assistance from the federal programs.](#)
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor’s plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *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.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *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.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *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 of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—~~The part of the Contract that amends or supplements these General Conditions.~~ N/A
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in these Standard General Conditions~~the Supplementary Conditions~~, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
  - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
  - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an

addition, deletion, or revision in the Work. [The Work Change Directive form to be used on this Project is EJCDC C-940 \(2018\). Agency approval is required before a Work Change Directive is issued.](#)

51. Agency—The Project is financed in whole or in part by USDA Rural Utilities Service pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Section 1921 et seq.). The Rural Utilities Service programs are administered through the USDA Rural Development offices; therefore, the Agency for these documents is USDA Rural Development.

## 52. Domestic Preference Definitions

- a. ***Build America, Buy America Act (BABAA)*** - Requirements mandated by Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953-58 mandating domestic preference that all iron and steel, manufactured products, and construction materials are produced in the United States, in accordance with 2 CFR part 184.
- b. ***Construction Materials*** - Those articles, materials, or supplies — other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives— that are or consist primarily of: non-ferrous metals, plastic and polymer-based products, glass, lumber or drywall.
- c. ***Contractor's Certification*** - A certification submitted by Contractor that, to the best of the Contractor's knowledge and belief, all Work complies with Domestic Preference requirements.
- d. ***De Minimis*** - Materials and products that represent a small portion of an infrastructure project, *specifically* no more than 5% of the project costs up to a maximum of \$1,000,000.
- e. ***Domestic Preference*** - The Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953.
- f. ***Engineer's Certification*** - Documentation submitted by the Engineer that Drawings, Specifications, and Bidding Documents comply with Domestic Preference requirements.
- g. ***Manufactured Product*** - Items assembled out of components, or otherwise made or processed from raw materials into finished products. Manufactured products must be manufactured (assembled) in the United States, and the cost of components that were mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the product.
- h. ***Manufacturer's Certification*** - Documentation provided by the Manufacturer stating that Domestic Preference requirements have been satisfied for all provided items. Manufacturers' Certifications must include (at a minimum): specific list of products (using common names) associated with the certificate, location of the final manufacturing, signature of the manufacturer's representative, and a reference to the Domestic Preference statute. If items are purchased via a Supplier, distributor, vendor, etc. from the Manufacturer directly, then the Supplier, distributor, vendor,

etc. will be responsible for obtaining and providing these certifications to the parties purchasing the products.

- i. **Minor Components** - Components within an iron and/or steel product otherwise compliant with the Domestic Preference requirements. This waiver, typically used by Manufacturers, allows use of non-domestically produced miscellaneous Minor Components comprising up to five percent of the total material cost of an otherwise domestically produced iron and steel product. However, unless a separate waiver for a product has been approved, all other iron and steel components in said product must still meet the Domestic Preference requirements. This waiver does not exempt the whole product from the Domestic Preference requirements only Minor Components within said product and the iron or steel components of the product must be produced domestically.
- j. **Primarily Iron or Steel** - A product is made of greater than 50 percent iron or Steel on a materials cost basis.

53. Abnormal Weather Conditions—Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

## 1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - 1. does not conform to the Contract Documents;
  - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word "furnish," when used in connection with services, materials, or equipment, means 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, means 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, means to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2—PRELIMINARY MATTERS

### 2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the ~~Standard General Conditions Supplementary Conditions~~ expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

## 2.02 *Copies of Documents*

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

## 2.03 *Before Starting Construction*

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

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

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

## 2.05 *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 the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

**ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
  1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

### 3.02 *Reference Standards*

#### A. *Standards Specifications, Codes, Laws and Regulations*

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

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

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

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

#### ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

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

- A. ~~The Contract Times will commence on the day indicated in the Notice to Proceed. The Notice to Proceed date must be no later than 30 days after the Effective Date of the Contract. The Owner must issue a Notice to Proceed". In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.~~

##### 4.02 *Starting the Work*

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

##### 4.03 *Reference Points*

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

##### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

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

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. Abnormal weather conditions;
  3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
  4. Acts of war or terrorism.

5. Weather-Related Delays

- a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered abnormal weather conditions. Requests for time extensions due to abnormal weather conditions will be submitted to the Engineer within five days of the end of the abnormal weather condition event. It is the responsibility of the Contractor to provide the information listed in 4.05.C.5.b.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
- 1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":
    - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds {1" Non-Rural, 0.5" Rural} of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this 4.05.C by reference.
    - ii) Ambient outdoor air temperature at 12:00 p.m. is equal to or less than the following low temperature threshold: 15 degrees Fahrenheit; or, at 4:00 p.m.

the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 104 degrees Fahrenheit.

2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by St. Louis Downtown Airport weather monitoring station at Lat. 38.553\* Long. -90.194\* .

3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit B —Foreseeable Bad Weather Days.

4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit B—Foreseeable Bad Weather Days will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

D. Contractor’s entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor’s entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;
2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
4. The number of days’ increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
6. Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

## **ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 *Availability of Lands***

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

### **5.02 *Use of Site and Other Areas***

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

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and

subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

### 5.03 *Subsurface and Physical Conditions*

A. No Reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to the Owner.

~~A.—*Reports and Drawings:* The Supplementary Conditions identify:~~

- ~~1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;~~
- ~~2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and~~
- ~~3. Technical Data contained in such reports and drawings.~~

~~B.—*Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.~~

~~C.—*Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.~~

~~D.—*Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their~~

~~officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:~~

- ~~1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;~~
- ~~2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;~~
- ~~3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or~~
- ~~4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.~~

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

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating

whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

- D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
    - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
  2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
    - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
    - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
  3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

## 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the **Supplementary Conditions** **General Conditions**, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
  2. complying with applicable state and local utility damage prevention Laws and Regulations;
  3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
  2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
  4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

- E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
    - c. Contractor gave the notice required in Paragraph 5.05.B.
  2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
  4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* ~~No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner. The Supplementary Conditions identify:~~
- ~~1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;~~
  - ~~2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and~~
  - ~~3. Technical Data contained in such reports and drawings.~~
- B. *Reliance by Contractor on Technical Data Authorized:* ~~Not Used Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:~~
- ~~1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;~~
  - ~~2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or~~
  - ~~3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.~~
- C. ~~Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.~~
- D. ~~Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.~~
- E. ~~If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely~~

- ~~obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.~~
- ~~F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.~~
- ~~G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.~~
- ~~H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.~~
- ~~I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~
- ~~J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to~~

~~indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~

~~K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.~~

## ARTICLE 6—BONDS AND INSURANCE

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

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, ~~the Supplementary Conditions~~, or other provisions of the Contract.

1. *Required Performance Bond Form: The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2018 edition).*

2. *Required Payment Bond Form: The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2018 edition).*

B. Contractor shall also furnish such other bonds (if any) as are required by ~~the Supplementary Conditions~~ or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article ~~and in the Supplementary Conditions.~~
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. ~~Unless a different standard is indicated in the Supplementary Conditions,~~ aAll companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, ~~unless expressly allowed in the Supplementary Conditions.~~
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party’s full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party’s obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner’s option, may purchase and maintain Owner’s own liability insurance. Owner’s liability policies, if any, operate separately and independently from policies required to be provided

by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities ~~identified in the Supplementary Conditions~~ as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
  2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

### 6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of ~~the Supplementary Conditions~~.

- B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:
1. include at least the specific coverages required;
  2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
  3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
  4. apply with respect to the performance of the Work, whether such performance is 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; and
  5. include all necessary endorsements to support the stated requirements.
- C. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

|  |                     |
|--|---------------------|
| State:   | Statutory           |
| Federal, if applicable (e.g., Longshoreman's): | Statutory           |
| Jones Act coverage, if applicable:             |                     |
| Bodily injury by accident, each accident       | \$ <u>1,000,000</u> |
| Bodily injury by disease, aggregate            | \$ <u>1,000,000</u> |
| Employer's Liability:                          |                     |
| Bodily injury, each accident                   | \$ <u>100,000</u>   |
| Bodily injury by disease, each employee        | \$ <u>100,000</u>   |
| Bodily injury/disease aggregate                | \$ <u>500,000</u>   |
| Foreign voluntary worker compensation          | Statutory           |

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

|                   |                     |
|-------------------|---------------------|
| General Aggregate | \$ <u>2,000,000</u> |
|-------------------|---------------------|

|   |                     |
|---|---------------------|
| Products - Completed Operations Aggregate           | \$ <u>1,000,000</u> |
| Personal and Advertising Injury                     | \$ <u>1,000,000</u> |
| Each Occurrence (Bodily Injury and Property Damage) | \$ <u>1,000,000</u> |

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

|               |                     |
|---------------|---------------------|
| Each person   | \$ <u>1,000,000</u> |
| Each accident | \$ <u>1,000,000</u> |

Property Damage:

|               |                     |
|---------------|---------------------|
| Each accident | \$ <u>1,000,000</u> |
|---------------|---------------------|

4. Excess or Umbrella Liability:

|                   |                     |
|-------------------|---------------------|
| Per Occurrence    | \$ <u>5,000,000</u> |
| General Aggregate | \$ <u>5,000,000</u> |

5. Contractor's Pollution Liability:

|                   |                     |
|-------------------|---------------------|
| Each Occurrence   | \$ <u>1,000,000</u> |
| General Aggregate | \$ <u>1,000,000</u> |

If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: Owner and Engineer

7. Contractor's Professional Liability:

|                  |               |
|------------------|---------------|
| Each Claim       | \$ <u>N/A</u> |
| Annual Aggregate | \$ <u>N/A</u> |

8. *Waiver of Subrogation – Village of Maeystown and Heneghan and Associates, P.C. shall be additional insured on a direct primary basis on the Waiver of Subrogation.*

- D. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds ~~in the Supplementary Conditions~~;
  2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
  3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
  4. not seek contribution from insurance maintained by the additional insured; and
  5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: ~~Unless otherwise provided in the Supplementary Conditions~~, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided ~~in the Supplementary Conditions~~ or required by Laws and Regulations). ~~The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.~~
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized ~~by the Supplementary Conditions~~), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified ~~in the Supplementary Conditions~~ as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
  2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. 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 all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights 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 insured peril, risk, or cause of loss.

- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities ~~identified in the Supplementary Conditions~~ as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

#### 6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

### **ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

#### 7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

#### 7.02 *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.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

#### 7.03 *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 maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. 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 will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

D. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments under Article 15.

#### 7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will 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 must 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.

**D. All Products must meet Domestic Preference requirements.**

**E. For projects utilizing a *De Minimis* waiver, Contractor shall maintain an itemized list of non-domestically produced components and ensure that the cost is less than 5% of total project cost for the project up to a maximum of \$1,000,000.**

7.05 “Or Equals”

- A. *Contractor’s Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. ~~Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted,~~ Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
      - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      - 3) has a proven record of performance and availability of responsive service; ~~and~~
      - 4) ~~[Deleted] is not objectionable to Owner.~~
      - 5) Must be compatible with existing components and equipment.
    - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense:* Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense. Contractor shall include a Manufacturer’s Certification or waiver for compliance with Domestic Preference requirements and supporting data, as applicable. Refer to Sample Language for Manufacturer’s Certification provided in these Contract Documents.
- C. *Engineer’s Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete

and Engineer determines that the proposed item is an “or-equal,” which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer’s Determination:* Neither approval nor denial of an “or-equal” request will result in any change in Contract Price. The Engineer’s denial of an “or-equal” request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

#### 7.06 Substitutes

- A. *Contractor’s Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
  - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
  - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, ~~as supplemented by the Specifications~~, and as Engineer may decide is appropriate under the circumstances.
  - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
    - a. will certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design;
      - 2) be similar in substance to the item specified; ~~and~~
      - 3) be suited to the same use as the item specified; ~~and~~
      - 4) comply with Domestic Preference requirements by providing Manufacturer’s Certification or waiver, as applicable. Refer to Sample Language for Manufacturers’ Certification provided in these Contract Documents.
    - b. will state:
      - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
      - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract

with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

- 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
- c. will identify:
    - 1) all variations of the proposed substitute item from the item specified; and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

#### 7.07 Concerning Subcontractors and Suppliers

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance

with the Contract Documents. **The total amount of work subcontracted by the Contractor shall not exceed fifty percent of the Contract price without prior approval from the Owner, Engineer and Agency.**

- B. ~~[Deleted] Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.~~
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. ~~Owner also may require Contractor to retain specific replacements; provided, however, that~~ **Owner may not require a replacement that has a reasonable objection.** If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

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

7.09 *Permits*

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

7.10 *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.

B. Owner is exempt from payment of sales and compensating use taxes of the State of Illinois and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by the Contractor, or to supplies or materials not incorporated into the Work.

#### 7.11 *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. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.12 *Record Documents*

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

#### 7.13 *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.

- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. 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.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. ~~Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.~~
- H. 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.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.14 Hazard Communication Programs

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

#### 7.15 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent 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 by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

#### 7.16 Submittals

##### A. Shop Drawing and Sample Requirements

1. Before submitting a Shop Drawing or Sample, Contractor shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal, including Manufacturer's Certification, or waiver for any item in the submittal subject to Domestic Preference requirements. Refer to the Sample Language for Manufacturers' Certification provided in these Contract Documents.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

- B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
  2. *Samples*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
  3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. 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, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
  3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
  5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

9. Engineer's review and approval of Shop Drawing or Sample shall include review of Manufacturers' Certifications and any waivers in order to document compliance with Domestic Preference requirements, as applicable.

*D. Resubmittal Procedures for Shop Drawings and Samples*

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

*E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
  - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
  - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
  - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
  - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, 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.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
  2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. Use or occupancy of the Work or any part thereof by Owner;
  5. Any review and approval of a Shop Drawing or Sample submittal;
  6. The issuance of a notice of acceptability by Engineer;
  7. The end of the correction period established in Paragraph 15.08;
  8. Any inspection, test, or approval by others; or
  9. Any correction of defective Work by Owner.

- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

F. Contractor shall certify prior to final payment that all Work and Materials have complied with Domestic Preference requirements. Contractor shall provide Certification to Owner and Engineer. Refer to the Sample Language for Contractor's Certification provided in these Contract Documents.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (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 from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will 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.

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

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or

other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this Paragraph 7.19;
  - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

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

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. 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.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, 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.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

#### 8.02 *Coordination*

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

#### 8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that

is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
  - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
  - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9—OWNER'S RESPONSIBILITIES**

### **9.01 *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02 *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

### **9.03 *Furnish Data***

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

- 9.04 *Pay When Due*
- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.
- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

## ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

### 10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

### 10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

### 10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided ~~in the Supplementary Conditions~~, and limitations on the responsibilities thereof will be as provided ~~in the Supplementary Conditions and~~ in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided ~~in the Supplementary Conditions~~
- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
  - 1. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

3. Liaison

- a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
- b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
- c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.

4. Review of Work; Defective Work

- a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
- b. Observe whether any Work in place appears to be defective.
- c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

5. Inspections and Tests

- a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
- b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. Payment Requests: Review Applications for Payment with Contractor.

7. Completion

- a. Participate in Engineer's visits regarding Substantial Completion.
- b. Assist in the preparation of a punch list of items to be completed or corrected.
- c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Authorize Owner to occupy the Project in whole or in part.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will 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 Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

**ARTICLE 11—CHANGES TO THE CONTRACT**

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
  4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09,

concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

**C. The Engineer or Owner shall contact the Agency for concurrence on each Change Order prior to issuance. All Contract Change Orders must be concurred on (signed) by Agency before they are effective.**

#### 11.03 *Work Change Directives*

A.

- 1. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

**2. The Engineer or Owner shall contact the Agency for concurrence on each Work Change Directive prior to issuance. Once authorized by Owner, a copy of each Work Change Directive shall be provided by Engineer to the Agency.**

B. If Owner has issued a Work Change Directive and:

- 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
- 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

#### 11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving

the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents. For Owner-authorized changes in the Work, the Contractor will provide the Manufacturer's Certification, or waiver, for materials subject to Domestic Preference requirements except when sole-source is specified, in which case the Engineer will provide the Manufacturer's Certification, or waiver.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

#### 11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
  - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
  - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
  - 1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
  - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
  - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
  - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
  - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
  - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
  - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

#### 11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.
- C. The Contractor shall be responsible for the cost of any additional expenses occurred by the Owner as a result of the time extension, including but not limited to Engineering Services, Resident Project Representative, Owner's Representative, Legal, Administrative, any other costs incurred, etc.

## 11.09 Change Proposals

A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

### B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. Include supporting data (name of manufacturer, city and state where the product was manufactured, description of product, signature of authorized manufacturer's representative) in the Manufacturer's Certification Letter, as applicable.
  - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
  - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.
  - c. For change orders involving materials subject to Domestic Preference requirements, Contractor shall include a Manufacturer's Certification or waiver, as applicable. Refer to the Sample Language for Manufacturer's Certification provided in these Contract Documents.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

#### 11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### **ARTICLE 12—CLAIMS**

#### 12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
  1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
  3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
  4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
  - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **13.01 *Cost of the Work***

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will 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 in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will 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 accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will 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, which 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 will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
  4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
  5. Other costs consisting of 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, 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.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified ~~in the Supplementary Conditions~~. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed 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 builder's risk or other property insurance established in accordance with Paragraph 6.04), 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 include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. 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.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
  - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
  - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
    - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
    - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. ~~[Deleted] Owner's Contingency Allowance: Contractor agrees that an Owner's 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 for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
  - a. ~~the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the quantity of such item indicated in the Agreement; and the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and~~
  - b. ~~Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.~~
2. ~~If there is no corresponding adjustment with respect to any other item of Work; and the adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.~~
3. ~~If Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price. Adjusted unit prices will apply to all units of that item.~~

**ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction 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 with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred

in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.
- G. Installation of Materials that are non-compliant with Domestic Preference requirements shall be considered defective work. Contractor should ensure that Engineer has an approved Manufacturer's Certification, or waiver, prior to any domestic preference compliant item being delivered to the project site.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction

(including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

### **ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

#### 15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on

the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

**B. Applications for Payments**

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
2. 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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. **No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage or invest the retainage for the benefit of the Contractor.**
5. **The Application for Payment form to be used on this Project is EJCDC C-620. The Agency must approve all Applications for Payment before payment is made.**
6. **By submitting an Application for Payment, based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials are compliant with Domestic Preference requirements. Manufacturer's Certification for material(s) satisfy these requirements. Refer to the Sample Language for Manufacturer's Certification provided in these Contract Documents.**

**C. Review of Applications**

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's

review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
  - d. The materials presented for payment in an Application for Payment comply with Domestic Preference requirements.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work;
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;

- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
- d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due ten (10) days after transfer of corresponding funds to the Owner's bank account, and the Owner will make payment to the Contractor.

~~1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.~~

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. The Contract Price has been reduced by Change Orders;

- i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
  - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
  3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

#### 15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than ~~7 days after~~ the time of payment by Owner.

#### 15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment. Contractor shall also submit the Contractor's Certification of Compliance certifying that to the best of the Contractor's knowledge and belief all Iron and Steel products, Manufactured Products, and Construction Materials proposed in the Shop Drawings, Change Orders, and Partial Payment Estimates, and those installed for the Project, comply with Domestic Preference requirements.
- 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.
  1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to

agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *Final Payment*

##### A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all duly pending Change Proposals and Claims; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other

indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. 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. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

#### 15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed ~~by the Supplementary Conditions~~ or the terms of any applicable special

guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
  2. correct such defective Work;
  3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all 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). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. 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.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer.

Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may

thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

**16.03 *Owner May Terminate for Convenience***

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

**16.04 *Contractor May Stop Work or Terminate***

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## ARTICLE 17—FINAL RESOLUTION OF DISPUTES

### 17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
  2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for ~~in the Supplementary Conditions~~;
  2. agree with the other party to submit the dispute to another dispute resolution process; or
  3. if no dispute resolution process is provided for ~~in the Supplementary Conditions~~ or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## ARTICLE 18—MISCELLANEOUS

### 18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

### 18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### 18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if

repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

18.11 *Tribal Sovereignty*

- A. **No provision of this Agreement will be construed by any of the signatories as abridging or debilitating any sovereign powers of the {insert name of Tribe} Tribe; affecting the trust-beneficiary relationship between the Secretary of the Interior, Tribe, and Indian landowner(s); or interfering with the government-to-government relationship between the United States and the Tribe.**

## ARTICLE 19 – FEDERAL REQUIREMENTS

### 19.01 Agency Not a Party

- A. This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees, is a party to this Contract.

### 19.02 Contract Approval

- A. Owner and Contractor will furnish Owner's attorney such evidence as required so that Owner's attorney can complete and execute the "Certificate of Owner's Attorney" before Owner submits the executed Contract Documents to Agency for approval. Refer to Certificate of Owner's Attorney and Agency Concurrence provided in these Contract Documents.
- B. Agency concurrence is required on both the Bid and the Contract before the Contract is effective.

### 19.03 Conflict of Interest

- A. Contractor may not knowingly contract with a Supplier or Manufacturer if the individual or entity who prepared the Drawings and Specifications has a corporate or financial affiliation with the Supplier or Manufacturer. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest or other interest in or a tangible personal benefit from the Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

### 19.04 Gratuities

- A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.
- B. In the event this Contract is terminated as provided in paragraph 19.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

### 19.05 Small, Minority and Women's Businesses

- A. If Contractor intends to let any subcontracts for a portion of the work, Contractor will take all necessary affirmative steps to assure that minority businesses, women's business

enterprises, and labor surplus area firms are used when possible. Affirmative steps will include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

19.06 Anti-Kickback

A. Contractor shall comply with the Copeland Anti-Kickback Act (40 USC 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

19.07 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended

A. Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19.08 Equal Employment Opportunity

A. The Contract is considered a federally assisted construction contract. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19.09 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

A. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification (RD Instruction 1940-Q Exhibit A-1). The Contractor certifies to the Owner and

every subcontractor certifies to the Contractor that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining the Contract if it is covered by 31 U.S.C. 1352. The Contractor and every subcontractor must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

19.10 Environmental Requirements

A. When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:

1. Wetlands – When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.

2. Floodplains – When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.

3. Historic Preservation - Applicants shall ensure that Contractors maintain a copy of the following inadvertent discovery plan onsite for review:

a. If during the course of any ground disturbance related to any Project, any post review discovery, including but not limited to, any artifacts, foundations, or other indications of past human occupation of the area are uncovered, shall be protected by complying with 36 CFR § 800.13(b)(3) and (c) and shall include the following:

i. All Work, including vehicular traffic, shall immediately stop within a 50 ft. radius around the area of discovery. The Contractor shall ensure barriers are established to protect the area of discovery and notify the Engineer to contact the appropriate RD personnel. The Engineer shall engage a Secretary of the Interior (SOI) qualified professional archeologist to quickly assess the nature and scope of the discovery; implement interim measures to protect the discovery from looting and vandalism; and establish broader barriers if further historic and/or precontact properties, can reasonably be expected to occur.

ii. The RD personnel shall notify the appropriate RD environmental staff member, the Federal Preservation Officer (FPO), and State Historic Preservation Office (SHPO) immediately. Indian tribe(s) or Native Hawaiian Organization (NHOs) that have an interest in the area of discovery shall be contacted immediately. The SHPO may require additional tribes or NHOs who may have an interest in the area of discovery also be contacted. The notification shall include an assessment of the discovery provided by the SOI qualified professional archeologist.

iii. When the discovery contains burial sites or human remains, the Contractor shall immediately notify the appropriate RD personnel who will contact the

RD environmental staff member, FPO, and the SHPO. The relevant law enforcement authorities shall be immediately contacted by onsite personnel to reduce delay times, in accordance with tribal, state, or local laws including 36 CFR Part 800.13; 43 CFR Part 10, Subpart B; and the Advisory Council on Historic Preservation's Policy Statement Regarding treatment of Burial Sites, Human Remains, or Funerary Objects (February 23, 2007).

- iv. When the discovery contains burial sites or human remains, all construction activities, including vehicular traffic shall stop within a 100 ft. radius of the discovery and barriers shall be established. The evaluation of human remains shall be conducted at the site of discovery by a SOI qualified professional. Remains that have been removed from their primary context and where that context may be in question may be retained in a secure location, pending further decisions on treatment and disposition. RD may expand this radius based on the SOI professional's assessment of the discovery and establish broader barriers if further subsurface burial sites, or human remains can reasonably be expected to occur. RD, in consultation with the SHPO and interested tribes or NHOs, shall develop a plan for the treatment of native human remains.
- v. Work may continue in other areas of the undertaking where no historic properties, burial sites, or human remains are present. If the inadvertent discovery appears to be a consequence of illegal activity such as looting, the onsite personnel shall contact the appropriate legal authorities immediately if the landowner has not already done so.
- vi. Work may not resume in the area of the discovery until a notice to proceed has been issued by RD. RD shall not issue the notice to proceed until it has determined that the appropriate local protocols and consulting parties have been consulted.
- vii. Inadvertent discoveries on federal and tribal land shall follow the processes required by the federal or tribal entity.

1-4. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service

5. Mitigation Measures – The following environmental mitigation measures are required on this Project: Tree felling between April 1 and October 31st will be avoided. During construction in areas that are potentially inhabited by the Indiana Bat and Northern Long-eared bat, special attention will be given to verify that the bat is not in the area that will be disturbed. Erosion control measures are to be followed during and after construction to minimize sedimentation into surface water supplies. Areas of the WWTP yard that dirt is disturbed are to be cleaned up and re-seeded where necessary.

19.11 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

A. Where applicable, for contracts awarded by the Owner in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor will compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic will be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

19.12 Debarment and Suspension (Executive Orders 12549 and 12689)

A. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

19.13 Procurement of recovered materials

A. The Contractor will comply with 2 CFR Part 200.322, "Procurement of recovered materials."

19.14 Domestic Preference

A. Build America, Buy America Act (BABAA). All Iron and Steel Products, Manufactured Products, and Construction Materials used in this project must comply with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953. Aggregates such as stone, sand, or gravel do not apply to BABAA.

B. The following waivers apply to this Contract:

1. BABAA De Minimis, Small Grants and Minor Components
2. [add project specific waivers as applicable].

19.15 Telecommunications and Video Surveillance Services or Equipment Prohibitions

A. The telecommunication and video surveillance services and equipment prohibitions under 2 CFR 200.216 apply to this contract. This contract may not be used to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is: 1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). 2. 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). 3.

Telecommunications or video surveillance services provided by such entities or using such equipment. 4. 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.

#### 19.16 Definitions

A. "Assistance recipient" is the entity that receives funding assistance from programs required to comply with Section 746 Division A Title VII of the Consolidated Appropriations Act of 2017 (Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. This term includes owner and/or applicant.

B. "Coating" means a covering that is applied to the surface of an object. If a coating is applied to the external surface of a domestic iron or steel component, and the application takes place outside of the United States, said product would be considered a compliant product under the AIS requirements. Any coating processes that are applied to the external surface of iron and steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the coating processes occur, provided that final assembly of the product occurs in the United States. This exemption only applies to coatings on the external surface of iron and steel components. It does not apply to coatings or linings on internal surfaces of iron and steel products, such as the lining of lined pipes. All manufacturing processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.

A.C. "Construction materials" see Section 1.01.A.52.b. of the General Conditions. 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".

Note: Mechanical and electrical components, equipment and systems are not considered construction materials. See definition of mechanical and electrical equipment.

D. "Consulting engineer" is an individual or entity with which the owner has contracted to perform engineering/architectural services for water and waste projects funded by the programs subject to AIS requirements).

E. "De Minimis" see Section 1.01.A.52.d of the General Conditions.

F. "General contractor" is the individual or entity with which the applicant has contracted (or is expected to) to perform construction services (or for water and waste projects funded by the programs subject to AIS requirements). This includes bidders, contractors that have received an award from the applicant and any party having a direct contractual relationship with the owner/applicant. A general contractor is often referred to as the prime contractor.

G. "Iron and steel products" are defined as 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. Only items on the above list made primarily of iron or steel, permanently incorporated into the project must be produced in the United States. For

- example, trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.
- H. “Manufacturers” meaning a supplier, fabricator, distributor, materialman, or vendor is an entity with which the applicant, general contractor or with any subcontractor has contracted to furnish materials or equipment to be incorporated in the project by the applicant, contractor, or a subcontractor.
- I. “Manufacturing processes” are processes such as melting, refining, forming, rolling, drawing, finishing, and fabricating. Further, if a domestic iron and steel product is taken out of the United States 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-U.S. sources.
- J. “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. AIS does apply to mechanical equipment.
- K. “Minor components” see [Section 1.01.A.52.i. of the General Conditions.](#)
- L. “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 solid waste infrastructure.
- M. “National Office” refers to the office responsible for the oversight and administration of the program nationally. The National Office sets policy, develops program regulations, and provides training and technical assistance to help the state offices administer the program. The National Office is located in Washington, D.C.
- N. “Owner” is the individual or entity with which the general contractor has contracted regarding the work, and which has agreed to pay the general contractor for the performance of the work, pursuant to the terms of the contract for water and waste projects funded by the programs subject to AIS requirements. For the purpose of this Bulletin, this term is synonymous with the term “applicant” as defined in 7 CFR 1780.7 (a) (1), (2) and (3) and is an entity receiving financial assistance from the programs subject to the AIS requirements.
- O. “Pass through Entities” is an entity that provides a subaward to a loan and/or grant recipient to carry out part of a Federal program. Examples are grantees utilizing the Revolving Loan Program and Household Water Well Program and Alaska Native Tribal Health Consortium (ANTHC) or the State of Alaska from the RAVG Program.
- P. “Produced in the United States” means that the production in the United States of the iron or steel products used in the project requires that all manufacturing processes must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives.
- Q. “Project” is the total undertaking to be accomplished for the applicant by consulting engineers, general contractors, and others, including the planning, study, design,

construction, testing, commissioning, and start-up, and of which the work to be performed under the contract is a part. A project includes all activity that an applicant is undertaking to be financed in whole or part by programs subject to AIS requirements. The intentional splitting of projects into separate and smaller contracts or obligations to avoid AIS requirements is prohibited.

- R. “Reinforced Precast Concrete” may not consist of at least 50 percent iron or steel, but the reinforcing bar and wire must be produced in the United States 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 United States. 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 to be a construction material and must be produced in the United States.

- S. “Steel” means an alloy that includes at least 50 percent iron, between 0.02 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.

- T. “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 but are not limited to, H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

- U. “Ultimate recipient” is a loan or grant recipient receiving funds from a pass-through entity. Examples include: (1) a loan recipient from the Revolving Loan Fund; (2) a loan recipient from the Household Water Well Program; and (3) a grant recipient from ANTHC or the State of Alaska from the RAVG Program.

- V. “United States” means each of the several states, the District of Columbia, and each Federally Recognized Indian Tribe.

## **ARTICLE 20 – STATE OF ILLINOIS REQUIREMENTS**

### 20.01 State Prevailing Wage Rate Requirements

- A. The Contractor shall be required to pay a minimum of the State Prevailing Wage Rates for the project area, in accordance with Illinois State Law.

### 20.01 Employment of Illinois Workers on Public Works

- A. If at the time this contract is executed, or if during the term of this contract, there is excessive unemployment in Illinois as defined in the employment of Illinois Workers on Public Works Act, 30ILCS 570-0.01 et seq., as two consecutive months of unemployment exceeding 5%, the Contractor agrees to employ Illinois Laborers. An Illinois Laborer is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

20.02 Substance Abuse Prevention on Public Works Projects Act

A. The Contractor shall be required to comply with the Substance Abuse Prevention on Public Works Projects Act (Public Act 095-0635; HB 1855). As such, the Contractor may be required to sign the Owner’s Substance Abuse Prevention Program Certification.

Exhibit B

| <u>Month</u>     | <u>Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) (1)</u> | <u>Ambient Outdoor Air Temperature (degrees F)</u>  |   |
|------------------|---|---|---|
|                  |   | <u>Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.)</u> | <u>Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.)</u> |
| <u>January</u>   | 1   | 1   | 0   |
| <u>February</u>  | 2   | 1   | 0   |
| <u>March</u>     | 0   | 0   | 0   |
| <u>April</u>     | 3   | 0   | 0   |
| <u>May</u>       | 2   | 0   | 0   |
| <u>June</u>      | 1   | 0   | 0   |
| <u>July</u>      | 0   | 0   | 1   |
| <u>August</u>    | 0   | 0   | 0   |
| <u>September</u> | 1   | 0   | 0   |
| <u>October</u>   | 1   | 0   | 0   |
| <u>November</u>  | 0   | 0   | 0   |
| <u>December</u>  | 1   | 1   | 0   |

Notes:  
1. Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of “dry” powder snow equals one inch of rain.

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# Wage Rates

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"General Decision Number: IL20260017 01/30/2026

Superseded General Decision Number: IL20250017

State: Illinois

Construction Types: Heavy and Highway

Counties: Bond, Calhoun, Clinton, Greene, Jersey, Macoupin, Madison, Monroe, Montgomery, St Clair and Washington Counties in Illinois.

MACOUPIN (upper 1/2) & MONTGOMERY (upper 1/2, INCLUDING WAGGONER, STANDARD CITY, & NORTH THEREOF) COUNTIES:

HEAVY CONSTRUCTION PROJECTS (including Sewer & Water Line Construction & Drainage Projects) & HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, and railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction, other major bridges).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/02/2026       |
| 1                   | 01/16/2026       |
| 2                   | 01/23/2026       |
| 3                   | 01/30/2026       |

CARP0270-015 05/01/2017

MACOUPIN and MONTGOMERY COUNTIES

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| CARPENTER.....     | \$ 32.15 | 25.97   |
| PILEDRIVERMAN..... | \$ 33.15 | 25.97   |

CARP0270-023 05/15/2020

GREENE COUNTY

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| CARPENTER.....     | \$ 35.05 | 28.57   |
| PILEDRIVERMAN..... | \$ 35.05 | 28.57   |

CARP0500-001 05/01/2021

CLINTON, MONROE, and WASHINGTON COUNTIES

|                                | Rates    | Fringes |
|--------------------------------|----------|---------|
| Carpenter & Piledrivermen..... | \$ 41.36 | 18.90   |

CARP0500-003 05/01/2021

ST. CLAIR COUNTY

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Carpenter and Piledriver..... | \$ 41.36 | 18.90   |

-----  
CARP0664-003 05/01/2021

MADISON COUNTY

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Carpenter and Piledriver..... | \$ 41.36 | 18.90   |

-----  
CARP0664-006 05/01/2021

BOND, CALHOUN, and JERSEY COUNTIES

|                | Rates    | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 41.36 | 18.90   |

-----  
ELEC0146-012 06/01/2022

MONTGGOMERY COUNTY (East of Butler Grove, Grisham, Hillsboro & Raymond Twps)

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 41.00 | 20.68   |

-----  
ELEC0193-003 06/03/2024

MACOUPIN (Barr, Girard, Nilwood, North & South Otter, North & South Palmyra aand Virden Twps), AND MONTGOMERY (Bois D' Arc, Harvel and Pitman Twps) COUNTIES

|                  | Rates    | Fringes  |
|------------------|----------|----------|
| ELECTRICIAN..... | \$ 39.80 | 5%+21.09 |

-----  
ELEC0193-011 01/01/2025

MACOUPIN (Townships of Scottville, North Palmyra, North Otter, Virden, Girard, Barr, South Palmyra, South Otter, and Nilwood) and MONTGOMERY (Townships of Bois D'Arc, Pitman, and Harvel) COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Line Construction

|  |          |            |
|--|----------|------------|
| Groundman - Equipment Operator (Class I, all crawler type equipment larger than D-4, 15 ton crane or larger).....  | \$ 56.61 | 29.5%+7.50 |
| Groundman - Truck Driver (with winch, may operate diggers, 5th wheel type trucks, crawler-type equipment, D-4 and smaller, backhoe 3/4 yard and under, rubber tire and crawler w/end loader, and may drive bucket truck and live boom type line trucks). | \$ 42.85 | 29.5%+7.50 |
| Groundman - Truck Driver   |          |            |

|                              |          |            |
|------------------------------|----------|------------|
| (without winch).....         | \$ 40.36 | 29.5%+7.50 |
| Groundman (Class A).....     | \$ 38.38 | 29.5%+7.50 |
| Lineman & Substation Tech... | \$ 62.90 | 29.5%+7.50 |

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 ELEC0309-002 01/06/2025

BOND (Westside), CLINTON, GREENE (ALL WORK PERFORMED ON THE ILLINOIS POWER COMPANY PROPERTY), JERSEY (ALL WORK PERFORMED ON THE ILLINOIS POWER COMPANY PROPERTY), MACOUPIN (EXCEPT North 1/3 & Southwest Corner), MADISON (EXCEPT East ALTON, ALTON, WOOD RIVER & HARTFORD), MONROE, MONTGOMERY (East of ROUNDTREE, IRVING & East FORK TWP.), RANDOLPH (PORTION OF RED BUD TOWNSHIP), ST. CLAIR, and WASHINGTON (OKAWVILLE & VENEDY TWPS.) COUNTIES

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| LINE CONSTRUCTION           |          |         |
| Cable Splicer; Lineman      |          |         |
| Welder.....                 | \$ 63.79 | 42.15%  |
| Groundman Equipment         |          |         |
| Operator.....               | \$ 56.38 | 44.75%  |
| Groundman Truck Driver..... | \$ 46.03 | 44.75%  |
| Groundman.....              | \$ 42.10 | 44.75%  |
| Lineman.....                | \$ 64.83 | 44.75%  |

-----  
 ELEC0309-003 09/01/2025

BOND (Western Half), CLINTON (EXCLUDES HUEY, HOFFMAN, & VIC.), MACOUPIN (EXCLUDES BRIGHTON TWP., ATHENVILLE, SCOTTVILLE, GIRARD & AREA N. THEREOF), MADISON (EXCLUDES ALTON, E. ALTON, HARTFORD & WOOD RIVER), MONROE, MONTGOMERY (WEST OF BUTLER GROVE, GRISHAM, HILLSBOROUGH & RAYMOND TWPS), ST. CLAIR and WASHINGTON (VENEDY TWP) COUNTIES

|                  | Rates    | Fringes     |
|------------------|----------|-------------|
| ELECTRICIAN..... | \$ 52.41 | 52.01%+3.01 |

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 \* ELEC0649-002 01/05/2026

CALHOUN, GREENE, JERSEY, MACOUPIN (SOUTHWEST CORNER), AND MADISON (E. ALTON, ALTON, WOOD RIVER & HARTFORD) COUNTIES

|                              | Rates    | Fringes   |
|------------------------------|----------|-----------|
| Line Construction            |          |           |
| BLASTER.....                 | \$ 66.70 | 29%+11.50 |
| EQUIPMENT OPERATOR.....      | \$ 57.12 | 29%+11.50 |
| GROUNDMAN - TRUCK DRIVER     |          |           |
| W/WINCH.....                 | \$ 42.66 | 29%+11.50 |
| GROUNDMAN - TRUCK DRIVER     |          |           |
| WO/WINCH.....                | \$ 37.67 | 29%+11.50 |
| GROUNDMAN.....               | \$ 36.67 | 29%+11.50 |
| LINEMAN; AND LINEMAN HOLE    |          |           |
| BORING MACHINE OPERATOR..... | \$ 66.70 | 29%+11.50 |

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 ELEC0649-008 12/28/2025

CALHOUN, GREEN, JERSEY, MACOUPIN (SOUTHWEST CORNER), AND MADISON (ALTON, E. ALTON, HARTFORD & WOOD RIVER) COUNTIES

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 54.53 | 29.46   |

-----  
 ELEC0702-002 01/06/2025

ALEXANDER, CLAY, CRAWFORD, EDWARDS, EFFINGHAM, FRANKLIN, FAYETTE (Excludes portion North Avena), GALLATIN, HAMILTON, HARDIN, JACKSON, JASPER, JEFFERSON, JOHNSON, LAWRENCE, MARION, MASSAC, PERRY, POPE, PULASKI, RANDOLPH (Except Red Bud Twps), RICHLAND, SALINE, UNION, WABASH, WAYNE, WHITE, AND WILLIAMSON COUNTIES;  
 CLARK, COLES (Southern Half), CUMBERLAND, MOULTRIE (Whitley TWP), and SHELBY (Except West of Holland, Prairie, Richland, & Windsor TWPS) COUNTIES;  
 BOND (Eastern Half), and WASHINGTON (OKAWVILLE & VENDY TWPS) COUNTIES

|   | Rates    | Fringes  |
|---|----------|----------|
| Line Construction   |          |          |
| Groundman - Class A.....  | \$ 38.18 | 29%+8.85 |
| Groundman - Equipment   |          |          |
| Operator Class II (all other equipment).....                                      | \$ 46.49 | 29%+8.85 |
| Heavy - Equipment Operator Class I (all crawler type equipment D-4 and larger)... | \$ 52.13 | 29%+8.85 |
| Lineman.....  | \$ 65.52 | 29%+8.85 |

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 ELEC0702-017 01/01/2025

BOND (Eastern Half), CLINTON (Huey, Hoffman, & Vicinity), AND WASHINGTON (Except Venedy TWP) COUNTIES

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 52.14 | 29.14   |

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 ENGI0520-005 08/01/2022

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR |          |         |
| Group 01.....            | \$ 42.45 | 34.95   |
| Group 02.....            | \$ 41.32 | 34.95   |
| Group 03.....            | \$ 36.84 | 34.95   |
| Group 04.....            | \$ 43.45 | 34.95   |
| Group 05.....            | \$ 44.45 | 34.95   |
| Group 06.....            | \$ 45.00 | 34.95   |
| Group 07.....            | \$ 45.30 | 34.95   |
| Group 08.....            | \$ 45.60 | 34.95   |
| Group 09.....            | \$ 46.25 | 34.95   |
| Group 10.....            | \$ 46.75 | 34.95   |
| Group 11.....            | \$ 44.45 | 34.95   |
| Group 12.....            | \$ 45.45 | 34.95   |

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Cranes, Draglines, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant

Operators, Dredges, Asphalt Spreading Machines, Screws on Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines, or Backfiller, Cherrypickers, overhead Cranes, Roller, Steam or Gas, Concrete Pavers, Excavator Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, DerrickType Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Toumapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than derrick type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (two), Air Compressors (two) Water Pumps, regardless of size (two), Welding Machines (two), Siphons or Jets (two), Winch Head or Apparatuses (two), Light Plants (two), Waterblasters (two), all Tractors, regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (one), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, concrete saws of all types and sizes with their attachments, gobhoppers, excavators all sizes, the repair, greasing, and fueling of all diesel hammers, the operation, set-up and cleaning of bidwells, concrete placement booms, the alterations, repair of all barges, water blasters of all sizes and their clutches, mobile lifts, hydraulic jacks where used for hoisting, diesel or gas powered flashing sings used for traffic control, micro pavers, log skidders, iceolators used on and off of pipeline, condor cranes, drill rigs of all sizes, bow boats, survey boats, ross carriers, bob-cats and all their attachments, skid steer loaders and all their attachments, creter crane, direct drive electric motors the bolting and unbolting the adjusting and shiming, (dewateringjobs, whirley crane, conveyor belts) etc., batch plants (all sizes), roto mills, conveyors systems of any size and any configuration, hydroseeders and strawblowers all sizes, operation, repair, service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, grout machines regardless of size, Nail launchers when mounted on a machine or self-propelled, con-cover machines, Goldhofer and similar S.P.M.T. (self-propelled modular transpmiers) heavy transport units and all Operators (except those listed below).

#### Group 2: Assistant Operators

GROUP 3: Air Compressor One; Water Pump regardless of size One; Welding Machine One; 1-Bag Mixer One; Conveyor One; Siphon or Jet; Light Plant One; Heater One; Immobile Track Air One

GROUP 4: Firemen on Whirlies and Asphalt Spreader Oiler; Heavy Equipment Oilers; Truck Cranes; Monigans; Large over 65 tons capacity; Concrete Plant Oiler and Black Top Plant Oiler

#### GROUP 5: Oilers

GROUP 6: Operators on equipment with Booms, including Jibs,

100 ft and over, but less than 150 ft

GROUP 7: Operators on equipment with Booms, including Jibs, 150 ft and over, but less than 200 ft

GROUP 8: Operators on equipment with Boomns, including Jibs, 200 ft and over; Tower Cranes, and Whirley Cranes

GROUP 9: Certified crane Operators, Below 17.5 tons, when requested by the Contractor or required by the Owner.

GROUP 10: Certified crane Operators 17.5 tons and above, when requested by the Contractor or required by the Owner.

GROUP 11: Master Mechanic

GROUP 12: Licensed Boat Pilot

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ENGI0520-012 08/01/2025

INCLUDING BUILDING CONSTRUCTION ON HEAVY INDUSTRIAL SITES & HEAVY CONSTRUCTION EXCEPT DREDGING AND RIVER WORK

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR |          |         |
| Group 01.....            | \$ 47.20 | 39.10   |
| Group 02.....            | \$ 46.07 | 39.10   |
| Group 03.....            | \$ 41.59 | 39.10   |
| Group 04.....            | \$ 41.65 | 39.10   |
| Group 05.....            | \$ 41.65 | 39.10   |
| Group 06.....            | \$ 49.75 | 39.10   |
| Group 07.....            | \$ 45.30 | 34.95   |
| Group 08.....            | \$ 45.60 | 34.95   |
| Group 09.....            | \$ 48.20 | 39.10   |
| Group 10.....            | \$ 46.75 | 34.95   |
| Group 11.....            | \$ 49.20 | 39.10   |
| Group 12.....            | \$ 50.20 | 39.10   |

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Cranes, Draglines, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, Screws on Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines, or Backfiller, Cherrypickers, overhead Cranes, Roller, Steam or Gas, Concrete Pavers, Excavator Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than derrick type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (two), Air Compressors (two) Water Pumps, regardless of size (two), Welding Machines (two), Siphons or Jets (two), Winch Head or Apparatuses (two), Light Plants (two), Waterblasters (two), all Tractors, regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading

Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (one), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair, greasing, and fueling of all diesel hammers, the operation, set-up and cleaning of bidwells, concrete placement booms, the alterations, repair of all barges, water blasters of all sizes and their clutches, mobile lifts, hydraulic jacks where used for hoisting, diesel or gas powered flashing signs used for traffic control, micro pavers, log skidders, iceolators used on and off of pipeline, condor cranes, drill rigs of all sizes, bow boats, survey boats, ross carriers, bob-cats and all their attachments, skid steer loaders and all their attachments, creter crane, direct drive electric motors the bolting and unbolting the adjusting and shimming, (dewateringjobs, whirley crane, conveyor belts) etc., batch plants (all sizes), roto mills, conveyors systems of any size and any configuration, hydroseeders and straw-blowers all sizes, operation, repair, service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, grout machines regardless of size, Nail Launchers when mounted on a machine or self-propelled, con-cover machines, Goldhofer and similar S.P.M.T. (self-propelled modular transporters) heavy transport units and all Operators (except those listed below).

GROUP 2: Assistant Operators

GROUP 3: Air Compressors (one), Water Pumps, regardless of size (one), Water-blasters (one), Welding Machine (one), Mixers (one bag), Conveyor (one), Siphon or Jet (one), Light Plant (one), Heater (one), Immobile Track Air (one), and Self-Propelled Walk Behind Rollers.

GROUP 4: Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant oiler and Creter Crane Oiler (when required), barge tenders, oilers on drill rigs used for caisson or for pile driving.

GROUP 5: Oilers

GROUP 6: Operators on equipment with Booms, including Jibs, 100 ft and over, but less than 150 ft

GROUP 7: Operators on equipment with Booms, including Jibs, 150 ft and over, but less than 200 ft

GROUP 8: Operators on equipment with Boomns, including Jibs, 200 ft and over; Tower Cranes, and Whirley Cranes

GROUP 9: Certified crane Operators, Below 17.5 Tons, when requested by the Contractor or required by the Owner

GROUP 10: Ce1iified crane Operators 17.5 Tons and above, when requested by the Contractor or required by the Owner

GROUP 11: Master Mechanic

GROUP 12: Licensed Boat Pilot

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IRON0046-006 05/01/2024

GREENE (NORTHERN HALF), MACOUPIN (NORTH OF SUMMERVILLE), AND  
MONTGOMERY (NORTH OF LITCHFIELD & HILLSBORO) COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 37.60 | 32.94   |

-----  
IRON0392-003 08/01/2024

BOND, CALHOUN, CLINTON, GREENE (SOUTHERN HALF), JERSEY,  
MACOUPIN (SUMMERVILLE & SOUTH THEREOF), MADISON, MONROE,  
MONTGOMERY (LITCHFIELD, HILLSBORO, & SOUTH THEREOF), ST. CLAIR,  
and WASHINGTON COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 41.65 | 31.18   |

-----  
IRON0396-006 08/06/2025

BRIDGES, LOCKS, and DAMS ON THE MISSISSIPPI RIVER

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 44.27 | 31.65   |

-----  
LAB00044-001 08/01/2024

MADISON COUNTY (Southwest)

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| Group 1..... | \$ 32.35 | 32.38   |
| Group 2..... | \$ 32.85 | 32.38   |
| Group 3..... | \$ 33.85 | 32.38   |

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste  
Worker; Lead Base Paint Worker; Mason and Plasterer Tender

GROUP 3 - Dynamite Man and Powder Man

-----  
LAB00044-002 08/01/2024

MADISON COUNTY (GLEN CARBON)

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| GROUP 1..... | \$ 32.35 | 32.38   |
| GROUP 2..... | \$ 32.85 | 32.38   |
| GROUP 3..... | \$ 33.85 | 32.38   |

LABORERS CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Brick Mason and Plasterer Tenders; Asbestos Abatement Worker, Hazardous Waste Worker

GROUP 3 - Dynamite and Powder Men.

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LAB00100-001 08/01/2024

ST CLAIR COUNTY (East St. Louis,Alcoa, Brooklyn,Cahokia, Caseyville,Centreville, Dupo, Fairmont City, French Village, Midway, Maplewood, National City)

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORERS     |          |         |
| Group 1..... | \$ 35.38 | 29.35   |
| Group 2..... | \$ 35.88 | 29.35   |
| Group 3..... | \$ 36.88 | 29.35   |

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker, Hod Carrier

GROUP 3 - Dynamite Man

-----  
LAB00100-002 08/01/2024

ST CLAIR (O'Fallon, Scott Air Force Base, Shiloh, Lebanon & Vincinity), CLINTON (Trenton & Vicinity), and MADISON (Troy) COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORERS     |          |         |
| Group 1..... | \$ 35.38 | 29.35   |
| Group 2..... | \$ 35.88 | 29.35   |
| Group 3..... | \$ 36.88 | 29.35   |

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

Group 3 - Dynamite Man

-----  
LAB00100-005 08/01/2024

MADISON COUNTY (St. Jacob)

|         | Rates | Fringes |
|---------|-------|---------|
| LABORER |       |         |

|              |          |       |
|--------------|----------|-------|
| GROUP 1..... | \$ 35.38 | 29.35 |
| GROUP 2..... | \$ 35.88 | 29.35 |
| GROUP 3..... | \$ 36.88 | 29.35 |

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Brick Mason and Plasterer Tenders.

GROUP 3 - Dynamite and Powder Men.

-----  
LAB00196-001 08/01/2024

MONROE COUNTY

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORERS     |          |         |
| Group 1..... | \$ 32.81 | 31.92   |
| Group 2..... | \$ 33.31 | 31.92   |
| Group 3..... | \$ 34.31 | 31.92   |

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man and Powder Man

-----  
LAB00218-001 08/01/2022

BOND (Greeneville), CALHOUN (Hardin), GREENE (Roadhouse), JERSEY (Jerseyville), and MADISON (Alton) COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORERS     |          |         |
| Group 1..... | \$ 32.84 | 27.89   |
| Group 2..... | \$ 33.34 | 27.89   |
| Group 3..... | \$ 34.34 | 27.89   |

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man and Powder Man

-----  
LAB00218-004 08/01/2022

JERSEY COUNTY (Jerseyville)

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| GROUP 1..... | \$ 32.84 | 27.89   |

|              |          |       |
|--------------|----------|-------|
| GROUP 2..... | \$ 33.34 | 27.89 |
| GROUP 3..... | \$ 34.34 | 27.89 |

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Brick Mason and Plasterer Tenders.

GROUP 3 - Dynamite and Powder Men.

-----  
LAB00218-005 08/01/2022

GREENE COUNTY (Roadhouse)

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| GROUP 1..... | \$ 32.84 | 27.89   |
| GROUP 2..... | \$ 33.34 | 27.89   |
| GROUP 3..... | \$ 34.34 | 27.89   |

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Brick Mason and Plasterer Tenders.

GROUP 3 - Dynamite and Powder Men.

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LAB00218-006 08/01/2022

CALHOUN COUNTY (Hardin)

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| GROUP 1..... | \$ 32.84 | 27.89   |
| GROUP 2..... | \$ 33.34 | 27.89   |
| GROUP 3..... | \$ 34.34 | 27.89   |

LABORERS CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Brick Mason and Plasterer Tenders.

GROUP 3 - Dynamite and Powder Men.

-----  
LAB00218-007 08/01/2022

CALHOUN COUNTY (Hardin)

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| GROUP 1..... | \$ 32.84 | 27.89   |
| GROUP 2..... | \$ 33.34 | 27.89   |
| GROUP 3..... | \$ 34.34 | 27.89   |

LABORERS CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Brick Mason and Plasterer Tenders

GROUP 3 - Dynamite and Powder Men.

-----  
LAB00338-002 08/01/2024

MADISON COUNTY (Wood River)

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORERS     |          |         |
| Group 1..... | \$ 34.14 | 30.59   |
| Group 2..... | \$ 34.64 | 30.59   |
| Group 3..... | \$ 35.64 | 30.59   |

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man and Powder Man

-----  
LAB00397-001 08/01/2022

MADISON COUNTY (Southeast)

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORERS     |          |         |
| Group 1..... | \$ 33.43 | 27.30   |
| Group 2..... | \$ 33.93 | 27.30   |
| Group 3..... | \$ 34.93 | 27.30   |

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

-----  
LAB00397-002 08/01/2022

MADISON COUNTY (GRANITE CITY and Vicinity)

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORERS     |          |         |
| Group 1..... | \$ 33.58 | 27.30   |
| Group 2..... | \$ 34.08 | 27.30   |
| Group 3..... | \$ 35.08 | 27.30   |

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste

Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

-----  
LAB00397-003 08/01/2022

MADISON COUNTY (Edwardsville, Marine, and Livingston)

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| GROUP 1..... | \$ 33.58 | 27.30   |
| GROUP 2..... | \$ 34.08 | 27.30   |
| GROUP 3..... | \$ 35.08 | 27.30   |

LABOREER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 3 - Brick Mason and Plasterer Tenders.

GROUP 4 - Dynamite and Powder Men.

-----  
LAB00459-001 08/01/2024

ST. CLAIR COUNTY (South)

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORERS     |          |         |
| Group 1..... | \$ 34.14 | 30.59   |
| Group 2..... | \$ 34.64 | 30.59   |
| Group 3..... | \$ 35.64 | 30.59   |

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

-----  
LAB00459-004 08/01/2024

ST. CLAIR COUNTY (Belleville)

|                  | Rates    | Fringes |
|------------------|----------|---------|
| Hod Carrier..... | \$ 34.14 | 30.59   |

-----  
LAB00581-002 08/01/2024

CLINTON COUNTY (Carlyle)

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORERS     |          |         |
| Group 1..... | \$ 31.00 | 33.73   |
| Group 2..... | \$ 31.50 | 33.73   |
| Group 3..... | \$ 32.50 | 33.73   |

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite and Powder Man

-----  
LAB00622-002 08/01/2024

BOND COUNTY (Greenville)

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORERS     |          |         |
| Group 1..... | \$ 29.65 | 35.08   |
| Group 2..... | \$ 30.15 | 35.08   |
| Group 3..... | \$ 31.15 | 35.08   |

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

-----  
LAB00622-003 08/01/2024

BOND COUNTY (Except the Northside)

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORERS     |          |         |
| GROUP 1..... | \$ 29.65 | 35.08   |
| GROUP 2..... | \$ 30.15 | 35.08   |
| GROUP 3..... | \$ 31.15 | 35.08   |

LABORER CLASSIFICATIONS

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

-----  
LAB00742-001 08/01/2022

ST. CLAIR (Mascoutah) and CLINTON (New Baden) COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORERS     |          |         |
| Group 1..... | \$ 29.26 | 31.47   |
| Group 2..... | \$ 29.76 | 31.47   |
| Group 3..... | \$ 30.76 | 31.47   |

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

-----  
LAB01084-001 08/01/2024

BOND (Sorento) and MONTGOMERY COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORERS     |          |         |
| Group 1..... | \$ 32.41 | 32.32   |
| Group 2..... | \$ 32.91 | 32.32   |
| Group 3..... | \$ 33.91 | 32.32   |

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

-----  
PAIN0058-002 05/01/2017

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| PAINTER (Bridge)..... | \$ 32.45 | 17.12   |

Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium

-----  
PLAS0090-001 08/01/2024

BOND, CALHOUN, CLINTON (WESTERN HALF EAST TO BUT NOT INCLUDE CARYLE), GREENE, JERSEY, MACOUPIN, MADISON, MONROE, MONTGOMERY, and ST. CLAIR COUNTIES

|                                    | Rates    | Fringes |
|------------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER.... | \$ 39.00 | 30.60   |

-----  
PLAS0090-005 08/01/2024

Clinton County

|                                    | Rates    | Fringes |
|------------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER.... | \$ 39.00 | 30.60   |

-----  
PLAS0143-007 04/01/2016

WASHINGTON COUNTY

|                                    | Rates    | Fringes |
|------------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER.... | \$ 36.43 | 20.87   |

-----  
TEAM0050-006 05/01/2025

BOND. CLINTON, MONROE, ST CLAIR, WASHINGTON COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| TRUCK DRIVER |          |         |
| Group 1..... | \$ 45.35 | 25.72   |
| Group 2..... | \$ 45.93 | 25.72   |
| Group 3..... | \$ 46.25 | 25.72   |
| Group 4..... | \$ 46.60 | 25.72   |
| Group 5..... | \$ 47.71 | 25.72   |

CLASSIFICATIONS:

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

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

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

GROUP 4: Low Boy and Oil Distributors.

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

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TEAM0525-004 05/01/2025

CALHOUN, GREENE (South of a direct line that extends East from Pike County through Hillview/Whitehall to Macoupin County), JERSEY, MACOUPIN, MADISON, MONTGOMERY COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| TRUCK DRIVER |          |         |
| Group 1..... | \$ 45.35 | 25.72   |
| Group 2..... | \$ 45.93 | 25.72   |
| Group 3..... | \$ 46.25 | 25.72   |
| Group 4..... | \$ 46.60 | 25.72   |
| Group 5..... | \$ 47.71 | 25.72   |

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.

-----  
TEAM0916-004 05/01/2025

GREENE (North of a direct line that extends East from Pike County through Hillview/Whitehall to Macoupin County) COUNTY

|              | Rates    | Fringes |
|--------------|----------|---------|
| TRUCK DRIVER |          |         |
| Group 1..... | \$ 45.35 | 25.72   |
| Group 2..... | \$ 45.93 | 25.72   |
| Group 3..... | \$ 46.25 | 25.72   |
| Group 4..... | \$ 46.60 | 25.72   |
| Group 5..... | \$ 47.71 | 25.72   |

CLASSIFICATIONS:

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

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

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

GROUP 4: Low Boy and Oil Distributors.

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 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 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

## Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

## Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

## State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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## WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter

d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail 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 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.

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END OF GENERAL DECISION"

**CONSTRUCTION CONTRACTORS  
AFFIRMATIVE ACTION REQUIREMENTS  
GOALS (%) FOR MINORITY AND WOMEN PARTICIPATION  
As Published in the Friday, October 3, 1980 Federal Register**

**Goals for Participation of Women (Entire State) 6.9**

**Goals for Minority Participation:**

|                   |             |                  |             |                   |             |                    |             |                   |             |
|-------------------|-------------|------------------|-------------|-------------------|-------------|--------------------|-------------|-------------------|-------------|
| <b>Adams</b>      | <b>3.1</b>  | <b>Edgar</b>     | <b>4.8</b>  | <b>Johnson</b>    | <b>11.4</b> | <b>Menard</b>      | <b>4.5</b>  | <b>Shelby</b>     | <b>4.0</b>  |
| <b>Alexander</b>  | <b>11.4</b> | <b>Edwards</b>   | <b>3.5</b>  | <b>Kane</b>       | <b>19.6</b> | <b>Mercer</b>      | <b>3.4</b>  | <b>Stark</b>      | <b>3.3</b>  |
| <b>Bond</b>       | <b>11.4</b> | <b>Effingham</b> | <b>11.4</b> | <b>Kankakee</b>   | <b>9.1</b>  | <b>Monroe</b>      | <b>14.7</b> | <b>St. Clair</b>  | <b>14.7</b> |
| <b>Boone</b>      | <b>6.3</b>  | <b>Fayette</b>   | <b>11.4</b> | <b>Kendall</b>    | <b>18.4</b> | <b>Montgomery</b>  | <b>11.4</b> | <b>Stephenson</b> | <b>4.6</b>  |
| <b>Brown</b>      | <b>3.1</b>  | <b>Ford</b>      | <b>4.8</b>  | <b>Knox</b>       | <b>3.3</b>  | <b>Morgan</b>      | <b>4.0</b>  | <b>Tazewell</b>   | <b>4.4</b>  |
| <b>Bureau</b>     | <b>18.4</b> | <b>Franklin</b>  | <b>11.4</b> | <b>Lake</b>       | <b>19.6</b> | <b>Moultrie</b>    | <b>4.0</b>  | <b>Union</b>      | <b>11.4</b> |
| <b>Calhoun</b>    | <b>11.4</b> | <b>Fulton</b>    | <b>3.3</b>  | <b>LaSalle</b>    | <b>18.4</b> | <b>Ogle</b>        | <b>4.6</b>  | <b>Vermilion</b>  | <b>4.8</b>  |
| <b>Carroll</b>    | <b>3.4</b>  | <b>Gallatin</b>  | <b>3.5</b>  | <b>Lawrence</b>   | <b>3.5</b>  | <b>Peoria</b>      | <b>4.4</b>  | <b>Wabash</b>     | <b>3.5</b>  |
| <b>Cass</b>       | <b>4.0</b>  | <b>Greene</b>    | <b>11.4</b> | <b>Lee</b>        | <b>4.6</b>  | <b>Perry</b>       | <b>11.4</b> | <b>Warren</b>     | <b>3.3</b>  |
| <b>Champaign</b>  | <b>7.8</b>  | <b>Grundy</b>    | <b>18.4</b> | <b>Livingston</b> | <b>18.4</b> | <b>Piatt</b>       | <b>4.8</b>  | <b>Washington</b> | <b>11.4</b> |
| <b>Clark</b>      | <b>2.5</b>  | <b>Hamilton</b>  | <b>3.5</b>  | <b>Logan</b>      | <b>4.0</b>  | <b>Pike</b>        | <b>3.1</b>  | <b>Wayne</b>      | <b>11.4</b> |
| <b>Clay</b>       | <b>11.4</b> | <b>Hancock</b>   | <b>3.4</b>  | <b>Macon</b>      | <b>7.6</b>  | <b>Pope</b>        | <b>5.2</b>  | <b>White</b>      | <b>3.5</b>  |
| <b>Clinton</b>    | <b>14.7</b> | <b>Hardin</b>    | <b>5.2</b>  | <b>Macoupin</b>   | <b>11.4</b> | <b>Pulaski</b>     | <b>11.4</b> | <b>Whiteside</b>  | <b>3.4</b>  |
| <b>Coles</b>      | <b>4.8</b>  | <b>Henderson</b> | <b>3.4</b>  | <b>Madison</b>    | <b>14.7</b> | <b>Putnam</b>      | <b>18.4</b> | <b>Will</b>       | <b>20.9</b> |
| <b>Cook</b>       | <b>19.6</b> | <b>Henry</b>     | <b>4.6</b>  | <b>Marion</b>     | <b>11.4</b> | <b>Randolph</b>    | <b>11.4</b> | <b>Williamson</b> | <b>11.4</b> |
| <b>Crawford</b>   | <b>2.5</b>  | <b>Iroquois</b>  | <b>18.4</b> | <b>Marshall</b>   | <b>3.3</b>  | <b>Richland</b>    | <b>11.4</b> | <b>Winnebago</b>  | <b>6.3</b>  |
| <b>Cumberland</b> | <b>4.8</b>  | <b>Jackson</b>   | <b>11.4</b> | <b>Mason</b>      | <b>3.3</b>  | <b>Rock Island</b> | <b>4.6</b>  | <b>Woodford</b>   | <b>4.4</b>  |
| <b>DeKalb</b>     | <b>18.4</b> | <b>Jasper</b>    | <b>11.4</b> | <b>Massac</b>     | <b>5.2</b>  | <b>Saline</b>      | <b>3.5</b>  |                   |             |
| <b>DeWitt</b>     | <b>4.0</b>  | <b>Jefferson</b> | <b>11.4</b> | <b>McDonough</b>  | <b>3.3</b>  | <b>Sangamon</b>    | <b>4.5</b>  |                   |             |
| <b>Douglas</b>    | <b>4.8</b>  | <b>Jersey</b>    | <b>11.4</b> | <b>McHenry</b>    | <b>19.6</b> | <b>Schuyler</b>    | <b>3.3</b>  |                   |             |
| <b>DuPage</b>     | <b>19.6</b> | <b>JoDaviess</b> | <b>0.5</b>  | <b>McLean</b>     | <b>2.5</b>  | <b>Scott</b>       | <b>4.0</b>  |                   |             |

(10-22-97) PN 152

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## USDA Rural Development Construction Sign

In accordance with attached Exhibit A, the Contractor on Section(s) \_\_\_\_\_, \_\_\_\_\_ of the project shall each erect (one) (two) sign(s) at a prominent location(s) on the project when construction begins.

An electric version of this .pdf document may be found at: [www.rurdev.usda.gov/IL\\_engineering.html](http://www.rurdev.usda.gov/IL_engineering.html). This document may be edited by project engineers to include specific project information.

USDA Rural Development will not approve plans and specifications until the sign detail is included in the appropriate contracts.

If funding from other Federal or a State Agency is being provided and a project sign is required by that funding source, the Community Programs Director may modify the standard project sign as determined appropriate. Sign details may also be modified to show multiple contractors, but typically only Prime Contractors should be shown.

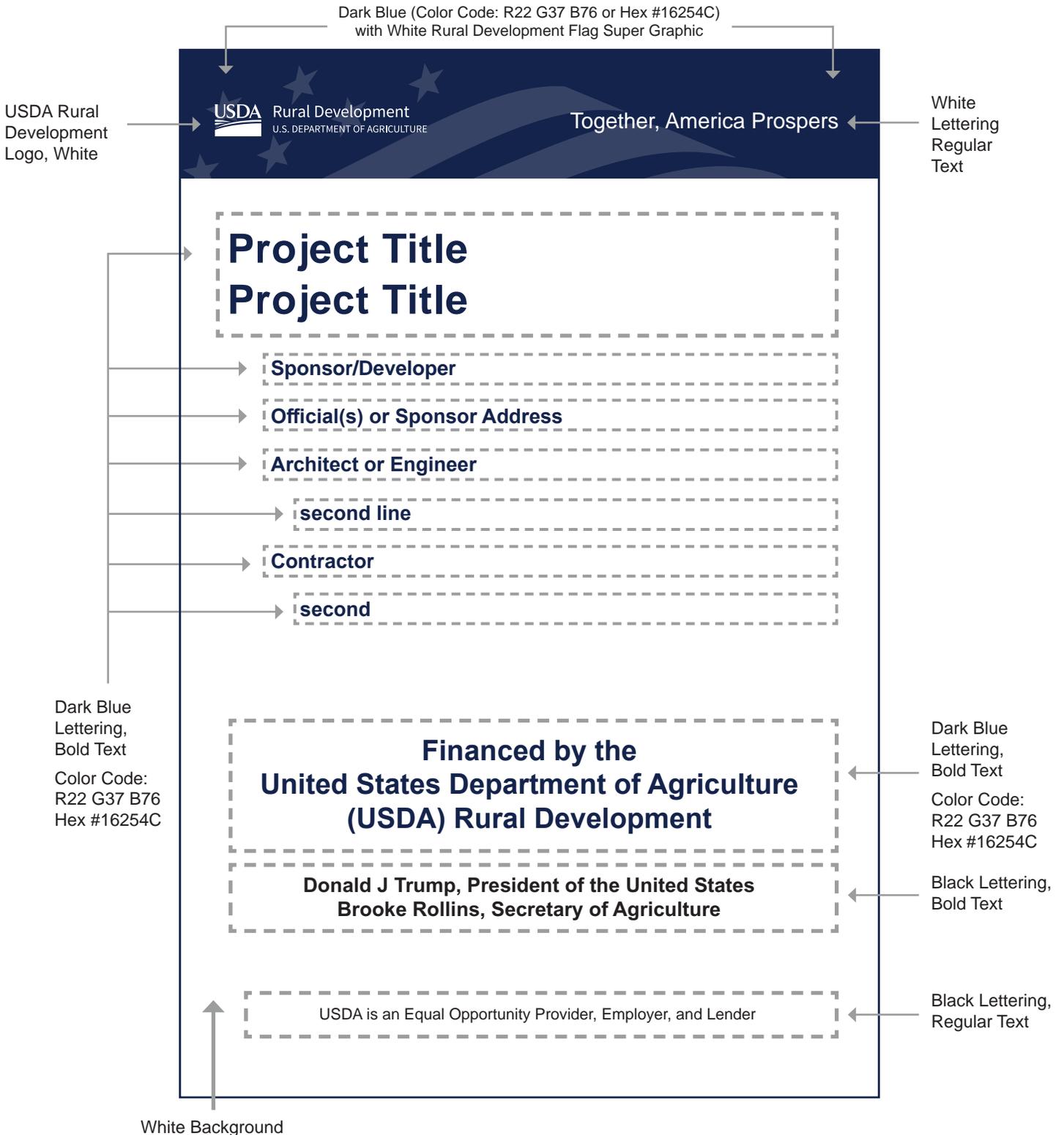
The contractor will remove the temporary construction sign(s) when all construction has been completed.

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# Temporary Construction Sign for Rural Development Projects

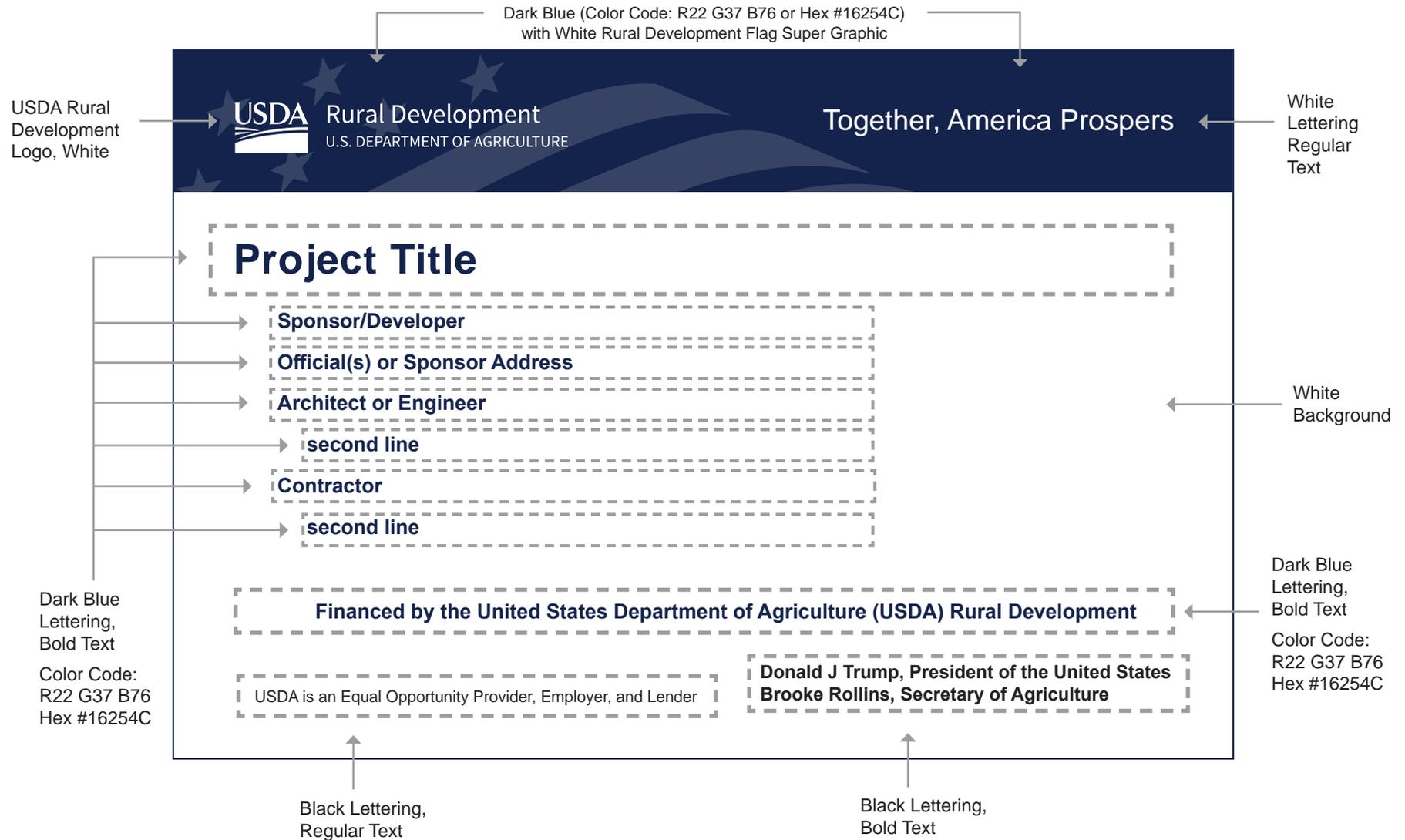
Recommended Font: Arial



**SIGN DIMENSIONS:** 2400mm x 1200mm x 19mm (approx. 8'x 4' x 3/4")  
PLYWOOD PANEL (APA RATED A+B GRADE-EXTERIOR)

# Temporary Construction Sign for Rural Development Projects

Recommended Font: Arial



**SIGN DIMENSIONS:** 1200mm x 2400mm x 19mm (approx. 4' x 8' x 3/4")  
PLYWOOD PANEL (APA RATED A+B GRADE-EXTERIOR)

**Contractor's Application for Payment**

|                          |  |
|--------------------------|--|
| <b>Owner:</b> _____      | <b>Owner's Project No.:</b> _____      |
| <b>Engineer:</b> _____   | <b>Engineer's Project No.:</b> _____   |
| <b>Contractor:</b> _____ | <b>Contractor's Project No.:</b> _____ |
| <b>Project:</b> _____    |  |
| <b>Contract:</b> _____   |  |

**Application No.:** \_\_\_\_\_ **Application Date:** \_\_\_\_\_

**Application Period:** From \_\_\_\_\_ to \_\_\_\_\_

|  |    |   |
|--|----|---|
| 1. Original Contract Price   | \$ | - |
| 2. Net change by Change Orders   | \$ | - |
| 3. Current Contract Price (Line 1 + Line 2)  | \$ | - |
| 4. Total Work completed and materials stored to date<br>(Sum of Column G Lump Sum Total and Column J Unit Price Total) | \$ | - |
| 5. Retainage   |    |   |
| a. _____ X \$ _____ - Work Completed   | \$ | - |
| b. _____ X \$ _____ - Stored Materials   | \$ | - |
| c. Total Retainage (Line 5.a + Line 5.b)   | \$ | - |
| 6. Amount eligible to date (Line 4 - Line 5.c)   | \$ | - |
| 7. Less previous payments (Line 6 from prior application)  |    |   |
| 8. Amount due this application   | \$ | - |
| 9. Balance to finish, including retainage (Line 3 - Line 4)  | \$ | - |

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

|                                   |                          |
|-----------------------------------|--------------------------|
| <b>Recommended by Engineer</b>    | <b>Approved by Owner</b> |
| <b>By:</b> _____                  | <b>By:</b> _____         |
| <b>Title:</b> _____               | <b>Title:</b> _____      |
| <b>Date:</b> _____                | <b>Date:</b> _____       |
| <b>Approved by Funding Agency</b> |                          |
| <b>By:</b> _____                  | <b>By:</b> _____         |
| <b>Title:</b> _____               | <b>Title:</b> _____      |
| <b>Date:</b> _____                | <b>Date:</b> _____       |

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

Owner: \_\_\_\_\_  
 Engineer: \_\_\_\_\_  
 Contractor: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Contract: \_\_\_\_\_

Owner's Project No.: \_\_\_\_\_  
 Engineer's Project No.: \_\_\_\_\_  
 Contractor's Project No.: \_\_\_\_\_

Application No.: \_\_\_\_\_ Application Period: From \_\_\_\_\_ to \_\_\_\_\_ Application Date: \_\_\_\_\_

| A                               | B           | C                    | D     | E               | F                              | G   | H  | I  | J  | K                              | L                              |
|---------------------------------|-------------|----------------------|-------|-----------------|--------------------------------|---|--|--|--|--------------------------------|--------------------------------|
| Bid Item No.                    | Description | Contract Information |       |                 |                                | Work Completed                              |  | Materials Currently Stored (not in G) (\$) | Work Completed and Materials Stored to Date (H + I) (\$) | % of Value of Item (J / F) (%) | Balance to Finish (F - J) (\$) |
|                                 |             | Item Quantity        | Units | Unit Price (\$) | Value of Bid Item (C X E) (\$) | Estimated Quantity Incorporated in the Work | Value of Work Completed to Date (E X G) (\$) |  |  |                                |                                |
| <b>Original Contract</b>        |             |                      |       |                 |                                |   |  |  |  |                                |                                |
|                                 |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|                                 |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|                                 |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|                                 |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|                                 |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|                                 |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|                                 |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|                                 |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|                                 |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|                                 |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|                                 |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|                                 |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|                                 |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|                                 |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|                                 |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|                                 |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|                                 |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|                                 |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|                                 |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
| <b>Original Contract Totals</b> |             |                      |       |                 | \$ -                           |   | \$ -   | \$ -                                       | \$ -   |                                | \$ -                           |

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

Owner: \_\_\_\_\_  
 Engineer: \_\_\_\_\_  
 Contractor: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Contract: \_\_\_\_\_

Owner's Project No.: \_\_\_\_\_  
 Engineer's Project No.: \_\_\_\_\_  
 Contractor's Project No.: \_\_\_\_\_

Application No.: \_\_\_\_\_ Application Period: From \_\_\_\_\_ to \_\_\_\_\_ Application Date: \_\_\_\_\_

| A  | B           | C                    | D     | E               | F                              | G   | H  | I  | J  | K                              | L                              |
|--|-------------|----------------------|-------|-----------------|--------------------------------|---|--|--|--|--------------------------------|--------------------------------|
| Bid Item No.                               | Description | Contract Information |       |                 |                                | Work Completed                              |  | Materials Currently Stored (not in G) (\$) | Work Completed and Materials Stored to Date (H + I) (\$) | % of Value of Item (J / F) (%) | Balance to Finish (F - J) (\$) |
|  |             | Item Quantity        | Units | Unit Price (\$) | Value of Bid Item (C X E) (\$) | Estimated Quantity Incorporated in the Work | Value of Work Completed to Date (E X G) (\$) |  |  |                                |                                |
| <b>Change Orders</b>                       |             |                      |       |                 |                                |   |  |  |  |                                |                                |
|  |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|  |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|  |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|  |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|  |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|  |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|  |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|  |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|  |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|  |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|  |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|  |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|  |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|  |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|  |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|  |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|  |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|  |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
|  |             |                      |       |                 | -                              |   | -  |  | -  |                                | -                              |
| <b>Change Order Totals</b>                 |             |                      |       |                 | \$ -                           |   | \$ -   | \$ -                                       | \$ -   |                                | \$ -                           |
| <b>Original Contract and Change Orders</b> |             |                      |       |                 |                                |   |  |  |  |                                |                                |
| <b>Project Totals</b>                      |             |                      |       |                 | \$ -                           |   | \$ -   | \$ -                                       | \$ -   |                                | \$ -                           |



ATTACHMENT A.2 – DOMESTIC PREFERENCE DE MINIMIS LIST FORMAT

**ATTACHMENT A.2 – DOMESTIC PREFERENCE *DE MINIMIS* LIST FORMAT**

**Notes to User:**

1. This attachment is an example format for Contractors to use in maintaining a list of items to document the use of the *De Minimis* waiver of the Domestic Preference requirements.
2. This list or similar is required to be filled out throughout the construction Contract as needed.
3. The State Engineer may periodically ask to review this information.
4. At the Contract completion, this list, along with all Manufacturers' certifications, are to be given to the Engineer for delivery to the Owner.
5. This list is applicable for projects governed by BABAA. USDA RD State Office can provide guidance if AIS applies to the project instead.

**DE MINIMIS COSTING WORKSHEET**

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

Contract Name/# (if more than one) \_\_\_\_\_

Contractor (Company Name): \_\_\_\_\_

Representative: \_\_\_\_\_

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

Total Project Costs: \$ \_\_\_\_\_

Allowable Total *De Minimis* Costs (5% of project costs) \$ \_\_\_\_\_

Total Cost of all *De Minimis* Items \$ \_\_\_\_\_

Remaining Amount Allowed for Future *De Minimis* Items \$ \_\_\_\_\_

| No. | Detailed Description and Manufacturer or Local Source of <i>De Minimis</i> Material | Quantity | Cost Per Item | Total Item Cost |
|-----|---|----------|---------------|-----------------|
| 1   |   |          |               |                 |
| 2   |   |          |               |                 |
| 3   |   |          |               |                 |
| 4   |   |          |               |                 |
| 5   |   |          |               |                 |
| 6   |   |          |               |                 |
| 7   |   |          |               |                 |
| 8   |   |          |               |                 |
| 9   |   |          |               |                 |
| 10  |   |          |               |                 |
| 11  |   |          |               |                 |
| 12  |   |          |               |                 |

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ATTACHMENT A.3 – SAMPLE LANGUAGE FOR CONTRACTOR’S CERTIFICATION OF COMPLIANCE

**ATTACHMENT A.3 – SAMPLE LANGUAGE FOR CONTRACTOR’S CERTIFICATION OF COMPLIANCE**

**Notes to User:**

1. *This attachment provides sample language that the Contractor can use to certify compliance with the Build America Buy America Act (BABAA) requirements. The language can be modified.*

*Modification Example: If the project is subject to AIS, the BABAA reference should be replaced with language such as “American Iron and Steel (AIS) requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 and subsequent annual appropriations for WWD programs.”*

2. *The certification should be on letterhead and should be signed and dated by an authorized company representative.*

3. *A certification is to be provided by Contractor to Engineer for delivery to the Owner and Agency prior to final payment.*

Project Name

Owner / Applicant

Contract Number

I hereby certify, that to the best of my knowledge and belief, all Iron and Steel products, Manufactured Products, and Construction Materials installed for this project by my company and by any and all subcontractors and Manufacturers my company has contracted with for this project comply with the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953 or are the subject of a waiver approved by the Secretary of Agriculture or designee.

\_\_\_\_\_  
Name of Contractor Authorized Representative  
Contractor Company Name  
Contractor Address

\_\_\_\_\_  
Date

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**ATTACHMENT A.4 – SAMPLE LANGUAGE FOR MANUFACTURER’S  
CERTIFICATION OF COMPLIANCE**

**Notes to User:**

1. *This attachment provides sample language for the Manufacturer’s Certification of Compliance with Domestic Preference requirements.*
2. *Contractor should ensure that Engineer has an approved Manufacturers’ Certification prior to any domestic preference item being delivered to the project site.*
3. *The Manufacturer’s Certification must be on letterhead and should indicate the specific item being certified, reference which domestic preference requirement is being certified, and be signed by an authorized company representative.*
4. *The Manufacturer’s Certification may include multiple domestic preference requirements. It is important for the governing domestic preference requirement (whether AIS, BABAA or other) to be clearly included within the certification.*

Date:

Company Name:

Company  
Address:

Subject: Domestic Preference Requirement Certification for {*Owner’s Name and Project Name (City, State)*}, and Contract Number

I hereby certify that the following product(s) and / or material(s) shipped or provided for the subject project are in full compliance with the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953.

[List common name of items, products and/or materials]

These products and/or materials were manufactured in [Provide location(s) of manufacturing]

[Include signature of authorized representative]

**Intentionally Blank**



Date \_\_\_\_\_

I, \_\_\_\_\_  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the  
(Contractor or Subcontractor)

\_\_\_\_\_ ; that during the payroll period commencing on the  
(Building or Work)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
all persons employed on said project have been paid the full weekly wages earned, that no rebates have  
been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly  
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part  
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,  
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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

(2) That any payrolls otherwise under this contract required to be submitted for the above period are  
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the  
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications  
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship  
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and  
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered  
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in  
the above referenced payroll, payments of fringe benefits as listed in the contract  
have been or will be made to appropriate programs for the benefit of such employees,  
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,  
as indicated on the payroll, an amount not less than the sum of the applicable  
basic hourly wage rate plus the amount of the required fringe benefits as listed  
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|-------------------|-------------|
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |

REMARKS:

|                |           |
|----------------|-----------|
| NAME AND TITLE | SIGNATURE |
|----------------|-----------|

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR  
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE  
31 OF THE UNITED STATES CODE.

## PARTIAL WAIVER OF LIEN

To All Whom It May Concern:

**WHEREAS**, the undersigned has been employed by (A) \_\_\_\_\_  
\_\_\_\_\_ to  
furnish labor and materials for (B) \_\_\_\_\_  
\_\_\_\_\_ ..under  
a contract (C) \_\_\_\_\_ for the  
improvement of the premises described as (D) \_\_\_\_\_  
\_\_\_\_\_ in the  
\_\_\_\_\_ (City-Village) of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_ of which  
\_\_\_\_\_ is the Owner.

**NOW, THEREFORE**, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for and in consideration of the sum of  
(E) \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount, any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, by virtue of said contract, on account of labor, services, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

(SEAL)

(Affix corporate  
Seal here)

(SEAL)

(F) \_\_\_\_\_

(name of sole ownership, corporation or partnership)

\_\_\_\_\_

(Signature)

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

### INSTRUCTIONS FOR PARTIAL WAIVER

- (A) Name person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work: strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number, if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received on that date.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

Construction Industry Affairs Committee of Chicago.

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# FINAL WAIVER OF LIEN

To All Whom It May Concern:

**WHEREAS**, the undersigned has been employed by (A) \_\_\_\_\_  
\_\_\_\_\_ to  
furnish labor and materials for (B) \_\_\_\_\_  
\_\_\_\_\_..under  
a contract (C) \_\_\_\_\_ for the  
improvement of the premises described as (D) \_\_\_\_\_  
\_\_\_\_\_ in the  
\_\_\_\_\_ (City-Village) of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_ of which  
\_\_\_\_\_ is the Owner.

**NOW, THEREFORE**, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for and in consideration of the sum of  
(E) \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises, by virtue of said contract.

(F) \_\_\_\_\_ (SEAL)  
(name of sole ownership, corporation or partnership)

(Affix corporate  
Seal here)

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

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

## INSTRUCTIONS FOR FINAL WAIVER

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work: strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number, if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

Approved By The  
Construction Industry Affairs Committee (CIAC).

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# CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Village of Maeystown  
Engineer: Heneghan and Associates, PC  
Contractor: \_\_\_\_\_  
Project: Wastewater Treatment Facility Improvements  
Contract Name: \_\_\_\_\_

Owner's Project No.: \_\_\_\_\_  
Engineer's Project No.: 40038-500  
Contractor's Project No.: \_\_\_\_\_

This  Preliminary  Final Certificate of Substantial Completion applies to:

All Work  The following specified portions of the Work:

**[Describe the portion of the work for which Certificate of Substantial Completion is issued]**

Date of Substantial Completion: \_\_\_\_\_

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities:  None  As follows:

**[List amendments to Owner's Responsibilities]**

Amendments to Contractor's Responsibilities:  None  As follows:

**[List amendments to Contractor's Responsibilities]**

The following documents are attached to and made a part of this Certificate:

**[List attachments such as punch list; other documents]**

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

Engineer

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

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

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**WORK CHANGE DIRECTIVE NO.: [Number of Work Change Directive]**

Owner: Village of Maeystown  
Engineer: Heneghan and Associates, PC  
Contractor: Wastewater Treatment Facility Improvements  
Project: Wastewater Treatment Facility Improvements  
Contract Name:  
Date Issued: Effective Date of Work Change Directive:  
Owner's Project No.:  
Engineer's Project No.: 40038-500  
Contractor's Project No.:

Contractor is directed to proceed promptly with the following change(s):

Description:

**[Description of the change to the Work]**

Attachments:

**[List documents related to the change to the Work]**

Purpose for the Work Change Directive:

**[Describe the purpose for the change to the Work]**

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

**Notes to User—Check one or both of the following**

Non-agreement on pricing of proposed change.  Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ \_\_\_\_\_ **[increase] [decrease] [not yet estimated].**  
Contract Time: \_\_\_\_\_ days **[increase] [decrease] [not yet estimated].**

Basis of estimated change in Contract Price:

Lump Sum  Unit Price  Cost of the Work  Other

Recommended by Engineer

Authorized by Owner

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_

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**NOTICE OF INTENT TO AWARD**

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

\_\_\_\_\_

\_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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 certificates of insurance within ten (10) calendar days from the date of the final Notice to be sent upon IEPA approval, to you.

Dated this day of \_\_\_\_\_

\_\_\_\_\_

OWNER

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

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

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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<br>for each trade | Goals for female participation in<br>each trade |
|------------|--|---|
|            | Insert goals for*<br>each year _____               | Insert goals for*<br>each year _____            |

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

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 \*\*.

\*goals and timetables published from time to time by the Director, Office of Federal Contract Compliance Programs (OFCCP)

\*\*Insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any.

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**CONSTRUCTION CONTRACTORS AFFIRMATIVE ACTION REQUIREMENTS  
GOALS FOR MINORITY PARTICIPATION**

(As published in the Friday, October 3, 1980 Federal Register)

FEMALE PARTICIPATION= 6.9% STATEWIDE

| <u>County</u> | <u>Percent</u> | <u>County</u> | <u>Percent</u> | <u>County</u> | <u>Percent</u> |
|---------------|----------------|---------------|----------------|---------------|----------------|
| Adams         | 3.1            | Jasper        | 11.4           | Randolph      | 11.4           |
| Alexander     | 11.4           | Jefferson     | 11.4           | Richland      | 11.4           |
| Bond          | 11.4           | Jersey        | 11.4           | Rock Island   | 4.6            |
| Boone         | 6.3            | Jo Davis      | 0.5            | Saline        | 3.5            |
| Brown         | 3.1            | Johnson       | 11.4           | Sangamon      | 4.5            |
| Bureau        | 18.4           | Kane          | 19.6           | Schuyler      | 3.3            |
| Calhoun       | 11.4           | Kankakee      | 9.1            | Scott         | 4              |
| Carroll       | 3.4            | Kendall       | 18.4           | Shelby        | 4              |
| Cass          | 4              | Knox          | 3.3            | Stark         | 3.3            |
| Champaign     | 7.8            | Lake          | 19.6           | St. Clair     | 14.7           |
| Christian     | 4              | La Salle      | 18.4           | Stephenson    | 4.6            |
| Clark         | 2.5            | Lawrence      | 3.5            | Tazwell       | 4.4            |
| Clay          | 11.4           | Lee           | 4.6            | Union         | 11.4           |
| Clinton       | 14.7           | Livingston    | 18.4           | Vermilion     | 4.8            |
| Coles         | 4.8            | Logan         | 4              | Wabash        | 3.5            |
| Cook          | 19.6           | Macon         | 7.6            | Warren        | 3.3            |
| Crawford      | 2.5            | Macoupin      | 11.4           | Washington    | 11.4           |
| Cumberland    | 4.8            | Madison       | 14.7           | Wayne         | 11.4           |
| De Kalb       | 18.4           | Marion        | 11.4           | White         | 3.5            |
| De Witt       | 4              | Marshall      | 3.3            | Whiteside     | 3.4            |
| Douglas       | 4.8            | Mason         | 3.3            | Will          | 20.9           |
| Du Page       | 19.6           | Massac        | 5.2            | Williamson    | 11.4           |
| Edgar         | 4.8            | McDonough     | 3.3            | Winnebago     | 6.3            |
| Edwards       | 3.5            | McHenry       | 19.6           | Woodford      | 4.4            |
| Effingham     | 11.4           | McLean        | 2.5            |               |                |
| Fayette       | 11.4           | Menard        | 4.5            |               |                |
| Ford          | 4.8            | Mercer        | 3.4            |               |                |
| Franklin      | 11.4           | Monroe        | 14.7           |               |                |
| Fulton        | 3.3            | Montgomery    | 11.4           |               |                |
| Gallatin      | 3.5            | Morgan        | 4              |               |                |
| Greene        | 11.4           | Moultrie      | 4              |               |                |
| Grundy        | 18.4           | Ogle          | 4.6            |               |                |
| Hamilton      | 3.5            | Peoria        | 4.4            |               |                |
| Hancock       | 3.4            | Perry         | 11.4           |               |                |
| Hardin        | 5.2            | Piatt         | 4.8            |               |                |
| Henderson     | 3.4            | Pike          | 3.1            |               |                |
| Henry         | 4.6            | Pope          | 5.2            |               |                |
| Iroquois      | 18.4           | Pulaski       | 11.4           |               |                |
| Jackson       | 11.4           | Putnam        | 18.4           |               |                |

**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 |
|--------------|---|--|
|              | Insert goals for each year.                     | Insert goals for each year.                  |

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

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

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any).

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

### **60-4.3 Equal Opportunity Clauses.**

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

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

**1.** As used in these specifications:

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

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

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

**d.** "Minority" includes:

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

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

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

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

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

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

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

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

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

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

**7.** The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

**a.** Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The

Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

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

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

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

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

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

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

**h.** Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written

notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

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

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

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

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

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

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

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

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

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

Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

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

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

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

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

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

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

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

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

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

#### **60-4.4 Affirmative Action Requirements.**

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

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

#### **60-4.5 Hometown Plans**

(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 about 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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**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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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 been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (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 grounds 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.

## Instructions

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

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

### **Where to Submit**

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

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

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 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

### **Additional copies/assistance may be requested from:**

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

**Construction Contracts of Loan Recipient and Other Sections From  
"Procedures for Issuing Loans from the Water Pollution Control Loan Program"**

**Section 365.420(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 365.620(f) 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) of the loan rules 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 contracts;
  - 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 bidders to submit a Certificate Regarding Debarment, Suspension and Other Responsibility Matters (EPA Form 5700-49) showing compliance with federal Executive Order 12549.

6) Nonsegregated facilities provisions

The contractor shall be required to submit a Certification of Nonsegregated Facilities on forms provided by the Agency.

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) Build America Buy America

If applicable, the contractor shall be required to comply with the requirements of the BABA Act.

9) 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 WPCLP. 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 365.620(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 Part 365 regarding fraud and other unlawful or corrupt practices;
- 3) All provisions of Part 365 with respect to access to facilities, records and audit of records; and
- 4) All provisions of subsection 365.620(f)(5) that require a Certification Regarding Debarment, Suspension, and Other Responsibility Matters (EPA Form 5700-49) showing compliance with any controlling federal Executive Orders.

### **Section 365.620(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 365.620(i) Access**

Every contract entered by the loan recipient for construction work, and every subagreement, shall provide the Agency representatives with access to the work. The contractor or subcontractor shall provide facilities for such access and inspection.

### **Section 365.640(c) Remedies**

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

Bidder Certification  
In Compliance with Article 33E-11 to the  
"Criminal Code of 2012"

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

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

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Corporate Seal (where appropriate)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me appeared (Name)

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

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

Notary Seal

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## Specifications for Disadvantaged Business Enterprise Participation

(Name of Loan Recipient) \_\_\_\_\_

### 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 (DBEs). 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 (Name of Loan Recipient) \_\_\_\_\_'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. (Name of Loan Recipient) \_\_\_\_\_'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 (Name of Loan Recipient) \_\_\_\_\_'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 proof of publication, including an actual copy of the newspaper advertisement from a daily newspaper. **The advertisement must run one day at least (16) 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 (16) 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 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.

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 (Name of Loan Recipient) \_\_\_\_\_ may 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 16 days prior to 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-responsive 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. After 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.

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

Notice to Disadvantaged Businesses

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, is  
(Name of Company) (Address of Company) (Telephone)

seeking disadvantaged businesses for the \_\_\_\_\_  
(Name of Loan Recipient)

Project for subcontracting opportunities in the following areas: \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_

All disadvantaged businesses should contact, IN WRITING, (certified letter, return receipt requested),  
\_\_\_\_\_ to discuss the subcontracting opportunities. All negotiations must  
(Company Contact Person)

be completed prior to bid opening \_\_\_\_\_.  
(Date of Bid Opening)

\*The advertisement must clearly state the method of evaluating the proposals or quotations, and the relative importance attached to each criterion. Bidders must uniformly and objectively evaluate the proposals submitted by disadvantaged business in response to the advertisement based upon the evaluation criteria stated in the advertisement. The evaluation criteria must not be restrictive or exclusionary.

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## 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](http://www.construction.com), a screenshot of the advertisement, link to website, and receipt is required for proof of advertising.

- 2) List of all disadvantaged business 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) **Note:** 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 all that apply. At least one is required:<br><b>MBE    WBE    SBE    DBE</b> |
| 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).

|                                    |                    |
|------------------------------------|--------------------|
| <b>Prime Contractor Signature:</b> | <b>Print Name:</b> |
| <b>Date:</b>                       | <b>Title:</b>      |
| <b>Subcontractor Signature:</b>    | <b>Print Name:</b> |
| <b>Date:</b>                       | <b>Title:</b>      |

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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 or Not Applicable) |
|-------------------------------|---------|------------------------|-------|---|---|
|                               |         |                        |       |   |   |
|                               |         |                        |       |   | <b>Check if Hired</b><br><input type="checkbox"/> |
|                               |         |                        |       |   |   |
|                               |         |                        |       |   | <b>Check if Hired</b><br><input type="checkbox"/> |
|                               |         |                        |       |   |   |
|                               |         |                        |       |   | <b>Check if Hired</b><br><input type="checkbox"/> |
|                               |         |                        |       |   |   |
|                               |         |                        |       |   | <b>Check if Hired</b><br><input type="checkbox"/> |

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**Bidder Certification Regarding the Use of  
Iron, Steel, Manufactured Products, and Construction Materials produced in the United States  
(Build America, Buy America Act)**

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

Name

1. I am \_\_\_\_\_ (title) of the \_\_\_\_\_ (company, partnership, etc.) and have authority to execute this certification on behalf of the firm.
2. I am aware that all iron, steel, manufactured products, and construction materials used for this project must be produced in the United States per the federal Build America, Buy America Act (BABA) signed by President Biden on November 15, 2021. Pub. L No. 117-58, §§ 70901-52.
3. I understand 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.
4. I understand that all manufactured products used in the project must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.
5. I acknowledge that all construction materials for this project must be manufactured in the United States. This means all manufacturing processes for the construction materials occurred in the United States.
6. I am aware that this requirement applies to all portions of the project that are subcontracted.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Corporate Seal (where appropriate)

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### **Requirements Specific to Buy America, Build America Act (BABA)**

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“BABA”). The purpose of BABA is to ensure that federally funded infrastructure projects only utilize iron, steel, manufactured products, and construction materials produced in the United States. The requirement to use products produced in the United States applies to all projects for the construction, alteration, maintenance, or repair of publicly owned treatment works (POTW) or public water systems. Since Illinois’ Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) utilize federal funds, loan recipients must use iron, steel, manufactured products, and construction materials that are produced in the United States. Guidance is available on USEPA’s website: <https://www.epa.gov/cwsrf/build-america-buy-america-baba>. Waivers from the requirements are available under certain circumstances. BABA requires the following:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

BABA only applies to items that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at project completion. BABA does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure.

BABA requirements apply to an entire infrastructure project, even if it is funded by both Federal and non-Federal funds under one or more awards.

**Construction Materials** includes an article, material, or supply that consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products including polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
- glass including optic glass;
- lumber; or
- drywall.

**Construction Materials** does NOT include items made primarily of iron or steel; manufactured products; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

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

The existing American Iron and Steel (AIS) Requirements will continue as part of BABA. An iron or steel product is one of the items listed below and is made primarily of iron or steel that is permanently incorporated into the public water system or treatment works.

- Pipes (lined or unlined) and pipe fittings
- Pipe clamps and restraints
- Valves
- Structural steel
- Manhole Covers and other municipal castings such as valves boxes, drainage grates, bollards, etc.
- Construction materials such as trusses, wire, grating, wire, ductwork, fence tubing, wall panels, etc.
- Hydrants
- Flanges
- Tanks
- Reinforced precast concrete

For one of the listed iron or steel products to be considered subject to the BABA requirements, it must be made of greater than 50% iron or steel, measured by the material costs. “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. AIS Guidance is available at: <https://epa.illinois.gov/topics/grants-loans/state-revolving-fund/guidance/american-iron-and-steel-requirements.html> .

### **Recordkeeping and Documenting the Country of Origin for Iron, Steel, Manufactured Products, & Construction Materials used in Loan Funded Projects**

Loan recipients with assistance from their general contractor must be able to verify that products used in their projects comply with the BABA requirements. USEPA recommends loan recipients use a “Step Certification” process to ensure that producers adhere to the BABA requirements. Step certification is a process under which each handler (supplier, fabricator, manufacturer, etc.) of the iron, steel, manufactured products, or construction materials 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. Certification could be achieved by other methods such as requiring the final manufacturer, who delivers the 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. 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 USA made”.

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

**Sample Certification Letter**

Below is a sample step certification letter for BABA compliance. The completed letter is provided to the construction contractor or loan applicant by the supplier, fabricator, manufacturer, etc. of covered products. Documentation must be provided on company letterhead.

|  |
|--|
| <b>Company Letterhead</b>  |
| Date   |
| Company Name<br>Company Address<br>City, State, Zip  |
| Subject: Build America, Buy America Act Step Certification for Project (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 are in full compliance with the federal Build America, Buy America Act requirements as required 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 for this project, we will immediately notify the prime contractor and the engineer.  |
| Signed by Company Representative   |
| Name Clearly Typed   |

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**Illinois Works Jobs Program Act – Apprenticeship Initiative**  
**Information for Contractors**

**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://epa.illinois.gov/content/dam/soi/en/web/epa/topics/grants-loans/state-revolving-fund/documents/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](mailto:CEO.ILWorks@Illinois.gov).

## Illinois Works Apprenticeship Initiative Quarterly Periodic Loan Applicant/Grantee Report

Organization Name

FEIN Number

UEIN Number

Loan/Grant Awarding Agency

Construction Start Date

Construction End Date

Loan/Grant Number

Estimated Total Project Costs

Estimated Total State Contribution

Reporting Period: Period Start Date

Period End Date

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 |  | Prevailing Wage Classification | Reduced Percentage |
|--------------------------------|--------------------|--|--------------------------------|--------------------|
|                                |                    |  |                                |                    |
|                                |                    |  |                                |                    |
|                                |                    |  |                                |                    |







## Organization Certification and State Agency Acknowledgement

**1. Organization Certification:**

By signing this form, I certify to the best of my knowledge and belief that the form is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization Name:

Printed Name (Executive Director or equivalent):

Title (Executive Director or equivalent):

Signature (Executive Director or equivalent):

Date/Time Field

**2. State Agency Acknowledgement:**

State Agency

Printed Name

Title

Signature:

Date/Time Field

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# **WATER AND SEWER LINE CONSTRUCTION STANDARDS AND POLICIES**

Established by the  
**ILLINOIS DEPARTMENT OF AGRICULTURE**

The following standards and policies will serve to minimize the negative agricultural impacts that may result due to water and sewer line construction.

The standards and policies only apply to construction activities occurring partially or wholly on privately owned agricultural land. They do not apply to construction activities occurring on highway or railroad right-of-way, or on publicly owned land. The only exceptions are the construction standards relating to the repair of drainage tile (Item No. 3). The tile line construction standards shall be implemented regardless of where drainage tile is encountered.

## **Conditions**

The mitigative actions specified in the construction standards and policies will be implemented in accordance with the conditions listed below:

- A. All mitigative actions are subject to change by landowners, provided such changes are acceptable to the Project Sponsor.
- B. The Project Sponsor may negotiate with landowners to carry out the mitigative actions that landowners wish to perform themselves. The landowners will receive the area commercial rate for their labor and machinery costs.
- C. All mitigative actions, unless otherwise specified, will be implemented within 45 days of completion of water or sewer line facilities on any affected property, weather and landowner permitting. Temporary repairs will be made by the Project Sponsor during the construction process as needed to minimize the risk of additional property damage that may result from an extended construction time period.
- D. All mitigative actions will extend to associated future construction, maintenance, and repairs.
- E. The Project Sponsor will provide a copy of the Water and Sewer Line Construction Standards and Policies to all owners of agricultural land that will be impacted by water and/or sewer line construction, and will do so at the time of easement contract negotiations.

## **Definitions**

- |                   |   |
|-------------------|---|
| Project Sponsor   | - Entity proposing the construction of water or sewer lines and their related appurtenances.  |
| Agricultural land | - Land used for cropland, pastureland, managed woodlands, truck gardens, orchards, nurseries, and other related agricultural enterprises dependent upon soil integrity.                 |
| Cropland          | - Land used for growing row crops, small grains, or hay; includes land which was formerly used as cropland, but is currently in a government set-aside or conservation reserve program. |

- Water or Sewer Line - Includes water transmission and distribution lines, sewer trunk lines, sewer gravity flow lines, interceptors, or force mains and any related appurtenances.
- Landowner - Person(s) responsible for making decisions regarding the restoration of the land adversely impacted by a water or sewer line.
- Prime Farmland - Agricultural land comprised of soils that are defined by the USDA Natural Resources Conservation Service as being "Prime" soils (generally considered the most productive soils with the least input of nutrients and management).
- Right-of-Way - Includes the permanent and temporary easements that the Project Sponsor acquires for the purpose of constructing water or sewer lines across privately owned land.

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## WATER AND SEWER LINE CONSTRUCTION STANDARDS AND POLICIES

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### 1. Water and Sewer Line Depth

- A. All water and sewer lines which are placed in trenches 24 inches in width or less will be buried with a minimum of 42 inches (**60 inches are suggested by the Illinois Department of Agriculture**) of top cover where they cross cropland.
- B. All water and sewer lines that are placed in trenches greater than 24 inches in width will be buried with 60 inches of topcover where they cross cropland.
- C. In terrain where bedrock prevents the placement of any water or sewer lines at the depths specified in 1.A. or 1.B. above, the water or sewer lines will be buried as deep as is practicable and feasible.

### 2. Topsoil Replacement

***The following standards apply only when water and sewer lines are buried in trenches that are greater than 24 inches wide.***

- A. The actual depth of the topsoil, will first be stripped from the area to be excavated for a water or sewer line trench, all bore pits, and other areas of excavation.
- B. All subsoil material that is removed from the trench will be placed in a second stockpile that is separate from the topsoil stockpile.
- C. In backfilling the trench and other excavated areas, the stockpiled subsoil material will be placed back into the trench first. The topsoil will be replaced last so that it remains the top layer of soil.
- D. The topsoil and subsoil must be replaced within the trench and other excavated area so that after settling occurs, the land's original contour (with an allowance for settling) will be achieved.

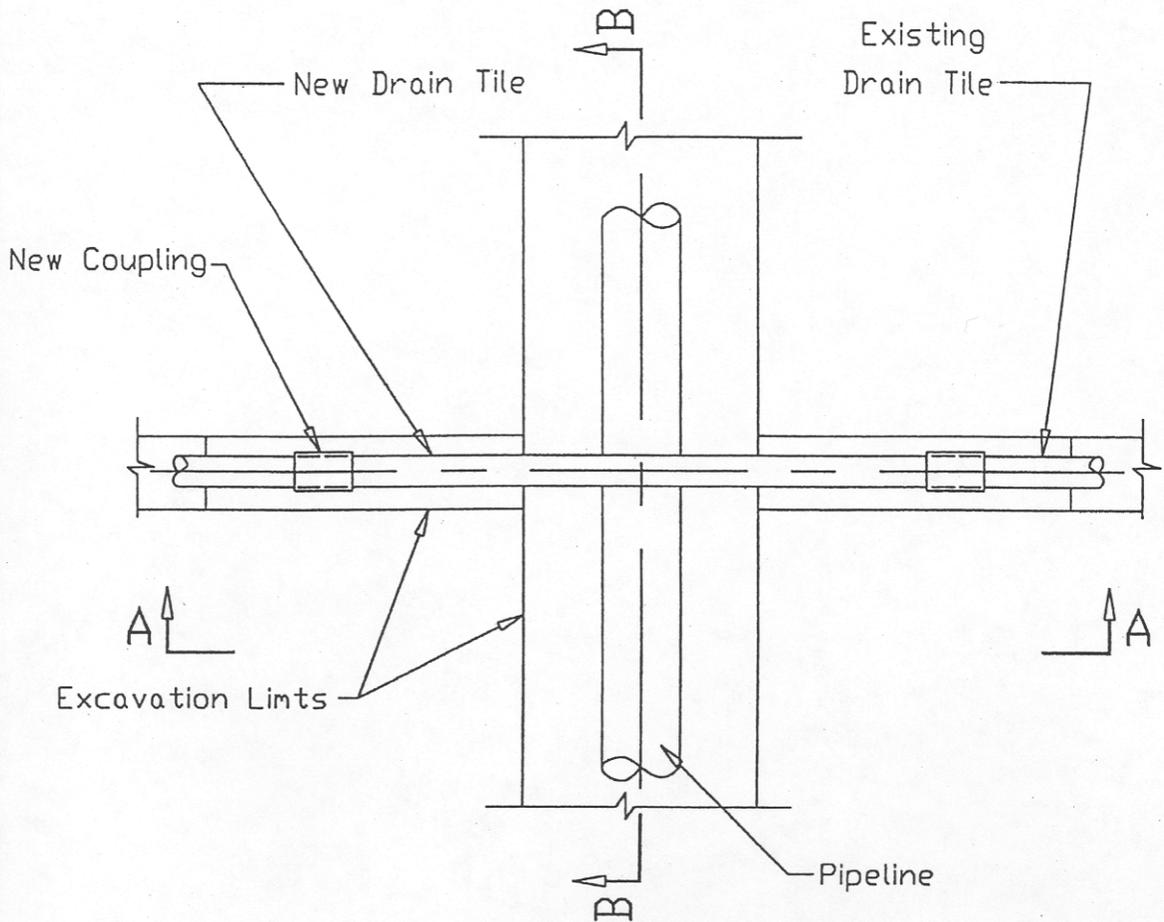
- E. The subsoil displaced by the water or sewer line must be hauled off the landowner's premises or disposed of on the landowner's premises at a location that is acceptable to the landowner.

### **3. Repair Of Damaged Tile Lines**

If underground drainage tile is damaged by water or sewer line construction, it must be repaired in a manner that assures the tile line's proper operation at the point of repair. The following standards and policies shall apply to the tile line repairs.

- A. The Project Sponsor will endeavor to locate all tile lines prior to water or sewer line construction so repairs can be made if necessary. The Project Sponsor will contact affected landowners/tenants for their knowledge of tile line locations prior to any water or sewer line construction. All identified tile lines will be flagged to alert construction crews to the possible need for tile line repairs.
- B. All tile lines shall be repaired with materials of the same or better quality as that which was damaged.
- C. All damaged tile lines shall be immediately and temporarily repaired until such time that permanent repairs can be made.
- D. Where tile lines are severed by water or sewer line trenches, non-compactable support must be added around the repaired tile lines in accordance with the attached detail drawings.
  - 1. Within the trench, maximum rock size shall be 1 1/2 inch river gravel or 1 inch crushed stone for backfill under all tile lines.
  - 2. There must be a minimum of one foot of separation between a tile line and the water or sewer line whether the line passes over or under the tile line.
  - 3. In no instance will the grade of a tile line be changed.
- E. Heavy construction equipment working within a water or sewer line right-of-way may crush shallow drainage tile. All tile lines intersecting the water or sewer line trench will be probed laterally for their entire length within the water or sewer line right-of-way to check for damaged tile. Probing must occur immediately prior to the permanent repair of any severed tile lines. If tile lines are found to be damaged, they must be repaired so they operate as well after construction as before construction began, and in a manner that is acceptable to the landowner.
- F. All permanent tile line repairs must be made within 14 days of the date the damage occurred, weather and landowner permitting. If the landowner elects to make his/her own tile repairs, such damage payments will be negotiated with the Project Sponsor and must also be made within 14 days of the date of the completed repair work.
- G. The Project Sponsor will remain liable for a period of three (3) years following the completion of the water or sewer lines to ensure that all tile line repairs do not fail. The Project Sponsor will not be responsible for tile line repairs that the Project Sponsor pays the landowner to perform.

# FIELD TILE REPAIR



## EXCAVATION PLAN

### NOTES:

1. Coarse aggregate shall be gravel, crushed gravel, pit run gravel or crushed stone and shall conform to the requirements of IDOT Standard Specification for Road and Bridge Construction Article 1004.01 and CA-18 gradation.
2. Geotextile may be woven or non-woven and shall conform to the requirements of Class 1 in the attached table 1 or 2. In addition, when pipeline trench depth exceeds 10 feet, puncture strength (ASTM D 483) shall be 150 lbs or greater.
3. New tile should be equal to or better than existing tile. Dual Wall polyethylene tubing conforming to ASHTO M-252 or M-294 may be used where existing tile is rigid conduit (clay or concrete).

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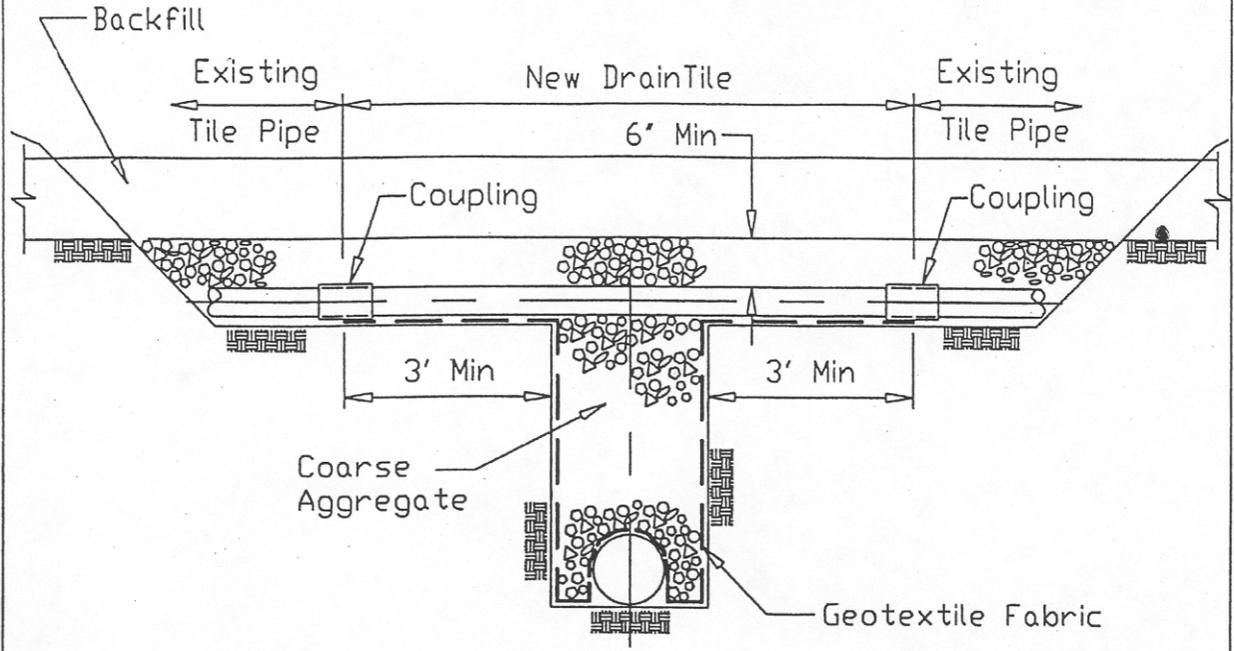
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| Project   | _____ |      |       |
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| Approved  | _____ | Date | _____ |



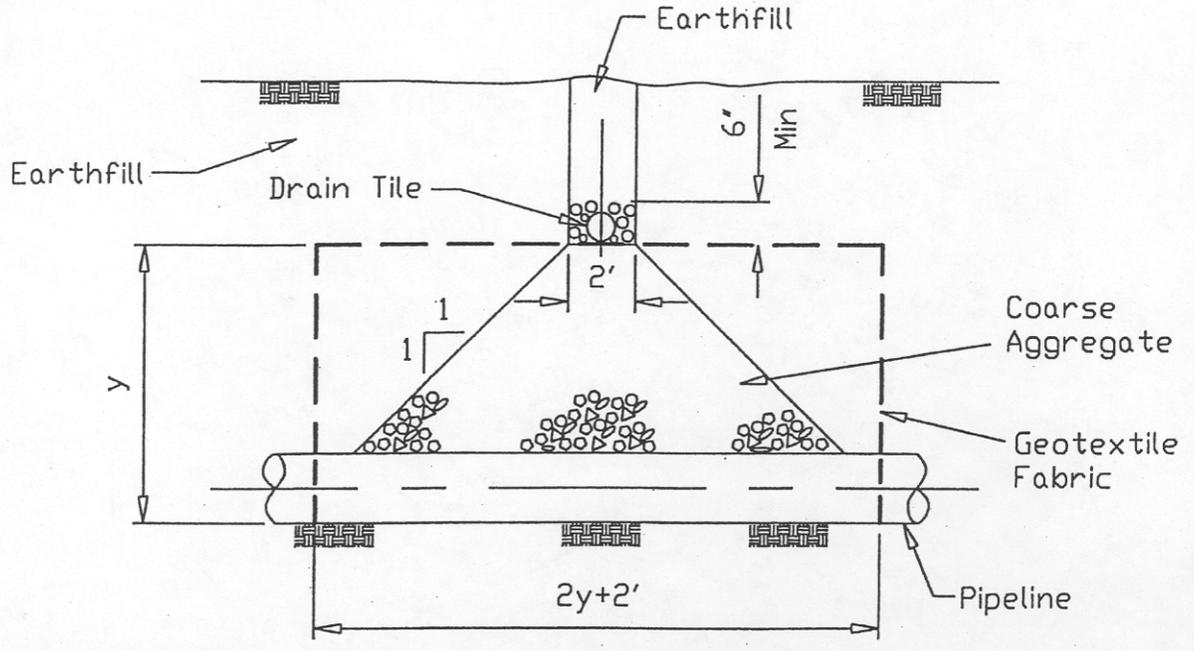
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CONSERVATION SERVICE  
ILLINOIS

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| STANDARD DWG. NO.  |
| <b>IL-ENG-150A</b> |
| SHEET 1 OF 2       |
| DATE: 12/98        |

# FIELD TILE REPAIR



SECTION A-A



SECTION B-B

AUTOCAD2000

|           |          |                  |
|-----------|----------|------------------|
| REFERENCE | Project  | _____            |
|           | Designed | _____ Date _____ |
|           | Checked  | _____ Date _____ |
|           | Approved | _____ Date _____ |



NATURAL RESOURCES  
CONSERVATION SERVICE  
ILLINOIS

STANDARD DWG. NO.  
**IL-ENG-150B**  
SHEET 2 OF 2  
DATE: 12/98

## Material Specification 592—Geotextile

### 1. Scope

This specification covers the quality of geotextiles.

### 2. General requirements

Fibers (threads and yarns) used in the manufacture of geotextile shall consist of synthetic polymers composed of a minimum of 85 percent by weight polypropylenes, polyesters, polyamides, polyethylene, polyolefins, or polyvinylidene-chlorides. They shall be formed into a stable network of filaments or yarns retaining dimensional stability relative to each other. The geo-textile shall be free of defects and conform to the physical requirements in tables 592–1 and 592–2. The geotextile shall be free of any chemical treatment or coating that significantly reduces its porosity. Fibers shall contain stabilizers and/or inhibitors to enhance resistance to ultraviolet light.

Thread used for factory or field sewing shall be of contrasting color to the fabric and made of high strength polypropylene, polyester, or polyamide thread. Thread shall be as resistant to ultraviolet light as the geotextile being sewn.

### 3. Classification

Geotextiles shall be classified based on the method used to place the threads or yarns forming the fabric. The geotextiles will be grouped into woven and nonwoven types.

**Woven**—Fabrics formed by the uniform and regular interweaving of the threads or yarns in two directions. Woven fabrics shall be manufactured from monofilament yarn formed into a uniform pattern with distinct and measurable openings, retaining their position relative to each other. The edges of fabric shall be selvaged or otherwise finished to prevent the outer yarn from unraveling.

**Nonwoven**—Fabrics formed by a random placement of threads in a mat and bonded by heat-bonding, resin-bonding, or needle punching. Nonwoven fabrics shall be manufactured from individual fibers formed into a random pattern with distinct, but variable small openings, retaining their position

relative to each other when bonded by needle punching, heat, or resin bonding. The use of nonwovens other than the needle punched geotextiles is somewhat restricted (see note 3 of table 592–2).

### 4. Sampling and testing

The geotextile shall meet the specified requirements (table 592–1 or 592–2) for the product style shown on the label. Product properties as listed in the latest edition of the "Specifiers Guide," Geotechnical Fabrics Report, (Industrial Fabrics Association International, 1801 County Road BW, Roseville, MN 55113-4061) and that represent minimum average roll values, are acceptable documentation that the product style meets the requirements of these specifications.

For products that do not appear in the above directory or do not have minimum average roll values listed, typical test data from the identified production run of the geotextile will be required for each of the specified tests (tables 592–1 or 592–2) as covered under clause AGAR 452.236-76.

### 5. Shipping and storage

The geotextile shall be shipped/transported in rolls wrapped with a cover for protection from moisture, dust, dirt, debris, and ultraviolet light. The cover shall be maintained undisturbed to the maximum extend possible before placement.

Each roll of geotextile shall be labeled or tagged to clearly identify the brand, class, and the individual production run in accordance with ASTM D 4873.

**Table 592–1** Requirements for woven geotextiles

| Property  | Test method                | Class I  | Class II & III   | Class IV   |
|---|----------------------------|--|--|--|
| Tensile strength (pounds) <sup>1/</sup>         | ASTMD 4632 grab test       | 200 minimum in any principal direction                         | 120 minimum in any principal direction                         | 180 minimum in any principal direction                         |
| Elongation at failure (percent) <sup>1/</sup>   | ASTMD 4632 grab test       | <50  | <50  | <50  |
| Puncture (pounds) <sup>1/</sup>                 | ASTMD 4833                 | 90 minimum   | 60 minimum   | 60 minimum   |
| Ultraviolet light (% residual tensile strength) | ASTMD 4355 150-hr exposure | 70 minimum   | 70 minimum   | 70 minimum   |
| Apparent opening size (AOS)                     | ASTMD 4751                 | As specified, but no smaller than 0.212 mm (#70) <sup>2/</sup> | As specified, but no smaller than 0.212 mm (#70) <sup>2/</sup> | As specified, but no smaller than 0.212 mm (#70) <sup>2/</sup> |
| Percent open area (percent)                     | CWO-02215-86               | 4.0 minimum  | 4.0 minimum  | 1.0 minimum  |
| Permittivity sec <sup>-1</sup>                  | ASTMD 4491                 | 0.10 minimum   | 0.10 minimum   | 0.10 minimum   |

1/ Minimum average roll value (weakest principal direction).

2/ U.S. standard sieve size.

Note: CWO is a USACE reference.

**Table 592–2** Requirements for nonwoven geotextiles

| Property  | Test method                | Class I                             | Class II                            | Class III                           | Class IV <sup>3/</sup>              |
|---|----------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Tensile strength (lb) <sup>1/</sup>             | ASTMD 4632 grab test       | 180 minimum                         | 120 minimum                         | 90 minimum                          | 115 minimum                         |
| Elongation at failure (%) <sup>1/</sup>         | ASTMD 4632                 | ≥ 50                                | ≥ 50                                | ≥ 50                                | ≥ 50                                |
| Puncture (pounds)                               | ASTMD 4833                 | 80 minimum                          | 60 minimum                          | 40 minimum                          | 40 minimum                          |
| Ultraviolet light (% residual tensile strength) | ASTMD 4355 150-hr exposure | 70 minimum                          | 70 minimum                          | 70 minimum                          | 70 minimum                          |
| Apparent opening size (AOS)                     | ASTMD 4751                 | As specified max. #40 <sup>2/</sup> |
| Permittivity sec <sup>-1</sup>                  | ASTMD 4491                 | 0.70 minimum                        | 0.70 minimum                        | 0.70 minimum                        | 0.10 minimum                        |

1/ Minimum average roll value (weakest principal direction).

2/ U.S. standard sieve size.

3/ Heat-bonded or resin-bonded geotextile may be used for classes III and IV. They are particularly well suited to class IV. Needle-punched geotextiles are required for all other classes.

#### 4. Rock Removal

- A. The top 42 inches of a water or sewer line trench will not be backfilled with soil containing rocks that are larger than 3 inches in any dimension.
- B. If trenching, blasting, or boring operations are required through rocky terrain, suitable precautions will be taken to eliminate the potential for rocks to become interspersed with the soil material that is placed back in the trench.
- C. Rocks and/or soil containing rocks that are larger than 3 inches in any dimension must be hauled off the landowner's premises or disposed of on the landowner's premises at a location that is mutually acceptable to the landowner and the Project Sponsor.

#### 5. Removal Of Construction Debris

All construction-related debris and material will be removed from the landowner's property. (Note: Such material to be removed would include litter generated by the construction crews.)

#### 6. Compaction, Rutting, Fertilization, Liming

- A. When water and sewer lines are buried in trenches that are **greater than 24 inches in width**:
  - 1. Compaction will be alleviated on the trench and any adjacent work areas that are traversed by construction equipment. Cropland will be ripped at least 18 inches deep and pasture and woodland will be ripped or chiseled at least 12 inches deep.
  - 2. Any other areas of the right-of-way which are traversed by construction equipment and related vehicles will be ripped or chiseled at least 12 inches deep.
  - 3. At least 3 passes will be made over all lands to be ripped and/or chiseled.
  - 4. All cropland that has been disturbed by construction activities will be limed and fertilized where necessary in order to benefit the current and/or next year's agricultural production or vegetative cover to control soil erosion.
- B. When water and sewer lines are buried in trenches **less than 24 inches wide**, all right-of-way that has been traversed by construction equipment and related vehicles will be chiseled at least 12 inches deep with at least 3 passes being made.
- C. All ripping and chiseling will be done at a time when the soils are dry enough for normal tillage operations to occur on undisturbed cropland adjacent to the areas to be tilled.

#### 7. Land Leveling

- A. The Project Sponsor will remain liable, for a period of two (2) years following the completion of a water or sewer line, to restore any right-of-way to its original elevation and contour should uneven settling occur or surface drainage problems develop due to inaccurate land leveling immediately following a water or sewer line's construction.
- B. The Project Sponsor will provide the landowners with a telephone number and address that may be used to alert the Project Sponsor of the need to perform additional land leveling services.

## **8. Prevention Of Soil Erosion**

- A. The Project Sponsor will work with landowners to prevent excessive erosion on lands disturbed by construction. Reasonable methods will be implemented to control erosion. This is not a requirement, however, if the land across which a water or sewer line is constructed is bare cropland that the landowner intends to leave bare until the next crop is planted.
- B. If the landowner and Project Sponsor cannot agree upon a reasonable method to control erosion on the landowner's right-of-way, the Project Sponsor will follow the recommendations of the appropriate county Soil and Water Conservation District if the landowner so requests.

## **9. Repair Of Damaged Soil Conservation Practices**

All soil conservation practices (such as terraces, grassed waterways, filter strips, concrete structures, dams, etc.) that are damaged by water or sewer line construction will be restored to at least their pre-construction condition.

## **10. Damages To Private Property**

- A. With the exception of tile line repairs, the Project Sponsor will repair, replace, or pay to repair or replace damaged private property within 45 days, weather and landowner permitting, after a water or sewer line has been constructed across any affected property.
- B. Similar relief for damages will be extended by the Project Sponsor for any construction-related damages that occur off of the established water or sewer line right-of-way.
- C. The Project Sponsor will remain liable to correct damages to private property beyond the initial construction of a water or sewer line, to those damages incurred by future construction, operation, maintenance, and repairs.

## **11. Clearing Of Trees And Brush From The Easement**

- A. If trees are to be removed from the right-of-way, the Project Sponsor will consult with the landowner to see if there are trees of commercial or other value to the landowner.
- B. If there are trees of commercial or other value to the landowner, the Project Sponsor will allow the landowner the right to retain ownership of the trees with the disposition of the trees to be negotiated prior to the commencement of land clearing.
- C. The Project Sponsor will follow the landowner's desires which are consistent with any applicable laws or ordinances regarding the disposal of trees, brush, and stumps of no value to the landowner by burning, burial, etc., or complete removal from any affected property.

## **12. Interference With Irrigation Systems**

- A. If a water or sewer line intersects an operational (or soon to be operational) spray irrigation system, the Project Sponsor will establish with the landowner an acceptable amount of time the irrigation system may be out of service.

- B. If an irrigation system interruption results in crop damages, either on the water or sewer line right-of-way or off the right-of-way, the landowner will be compensated for all such crop damages.
- C. If it is feasible and mutually acceptable to the Project Sponsor and the landowner, temporary measures will be implemented to allow an irrigation system to continue to operate across land on which a water or sewer line is also being constructed.

### **13. Ingress And Egress Routes**

Prior to any water or sewer line construction, the Project Sponsor and the landowner will reach a mutually acceptable agreement on the route that will be utilized for entering and leaving the water or sewer line right-of-way should access to the right-of-way not be practical or feasible from adjacent segments of the water or sewer line right-of-way or from public highway or railroad right-of-way.

### **14. Temporary Roads**

- A. The location of temporary roads to be used for construction purposes will be negotiated with the landowner.
- B. If temporary roads must be constructed, they will be designed to not impede surface drainage soil erosion on or near the temporary roads will be minimized.
- C. Upon abandonment, temporary roads may be left intact through mutual agreement of the landowner and the Project Sponsor.
- D. If the temporary roads are to be removed, the right-of-way upon which the temporary roads are constructed will be returned to their previous use and restored to the same or better condition as existed prior to their construction.

### **15. Weed Control**

- A. On any right-of-way over which the Project Sponsor has jurisdiction as to the surface use of such land (well heads, pump or lift stations, valve sites, etc.), the Project Sponsor will provide for weed control in a manner that does not allow for the spread of weeds onto adjacent lands used as cropland.
- B. The Project Sponsor will remain liable for the costs incurred by owners of land adjacent to surface facilities when the landowners must control weeds on their land which have spread from land accommodating water or sewer line surface facilities.

### **16. Pumping Of Water From Open Trenches**

- A. In the event it becomes necessary to pump water from open trenches, the Project Sponsor will pump the water in a manner that will avoid damaging adjacent agricultural land. Such damages include, but are not limited, inundation of crops for more than 24 hours and the deposition of sediment and gravel in fields, pastures, ditches, and any water bodies or water courses.
- B. If it is impossible to avoid water-related damages as described in 16.A. above, the Project Sponsor will compensate the landowners for the damages or will correct the

damages so as to restore the agricultural land, water courses, etc. to their pre-existing condition.

- C. All pumping of water shall comply with existing drainage laws, local ordinances relating to such activities, and provisions of the Clean Water Act.

## **17. Aboveground Facilities**

Aboveground facilities shall be located so they will not be a hindrance to ongoing agricultural activities occurring on the lands adjacent to the facilities. First priority shall be made to locating aboveground facilities on right-of-way that is not used as cropland. If this is not feasible, such facilities shall be located so as to incur the least hindrance to the adjacent cropping operations (i.e., located in field corners or areas where at least one side is not used for cropping purposes).

## **18. Advance Notice Of Access To Private Property**

- A. The Project Sponsor will provide the landowner or tenant with a minimum of 24 hours prior notice before accessing his/her property for the purpose of constructing a water or sewer line.
- B. Prior notice shall first consist of a personal contact or a telephone contact, whereby the landowner or tenant is informed of the Project Sponsor's intent to access the land. If the landowner or tenant cannot be reached in person or by telephone, the Project Sponsor will mail or hand deliver to the landowner or tenant's home a dated, written notice of the Project Sponsor's intent. The landowner or tenant need not acknowledge receipt of the written notice before the Project Sponsor can enter the landowner's property.

## **19. Reporting Of Inferior Agricultural Impact Mitigation Work**

Prior to the installation of any water or sewer line, the landowners will be provided with a number they can call to alert the Project Sponsor should landowners observe inferior work relating to the agricultural impact mitigation work which is performed on their property.

## **20. Indemnification**

For any water or sewer line installation, the Project Sponsor will indemnify all landowners, their heirs, successors, legal representatives, and assigns from and against all claims, injuries, suits, damages, costs, losses, and expenses including legal fees resulting from or arising out of the construction, maintenance, removal, repair, use or existence of a water or sewer line, whether heretofore or hereafter constructed, including damage to a water or sewer line or any of its appurtenances and the leaking of its contents, except where claims, injury, suits, damages, costs, losses, and expenses are caused by the negligence or intentional acts of the landowners, their heirs, successors, legal representatives, and assigns.

# **Technical Specifications**

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## General Information

### Section 10

#### 10.01. ABBREVIATIONS

|      |  |       |                                       |
|------|--|-------|---------------------------------------|
| ADD  | Addition                                   | INF   | Inflow                                |
| AI   | Area Inlet                                 | INV   | Invert                                |
| ANSI | American National Standards Institute      | IPS   | Iron Pipe Size                        |
| ASA  | American Standards Association             | LA    | Lane                                  |
| ASTM | American Society for Testing and Materials | LF    | Lineal Foot                           |
| ATG  | Adjust to Grade                            | MAX   | Maximum                               |
| AVE  | Avenue                                     | MH    | Manhole                               |
| AWWA | American Water Works Association           | MJ    | Mechanical Joint                      |
| BC   | Back of Curb                               | MIN   | Minimum                               |
| BM   | Benchmark                                  | MIP   | Male Iron Pipe                        |
| BK   | Book                                       | N/F   | Now and Former                        |
| BLVD | Boulevard                                  | NO    | Number                                |
| BLDG | Building                                   | PG    | Page                                  |
| BPS  | Booster Pump Station                       | PVMT  | Pavement                              |
| CB   | County Highway Bore                        | POC   | Point of Commencement                 |
| CL   | Centerline                                 | POB   | Point of Beginning                    |
| CJ   | Construction Joint                         | PC    | Point of Curvature (Roads)            |
| CONC | Concrete                                   | PC    | Pressure Class (Water and Sewer)      |
| CMP  | Corrugated Metal Pipe                      | PE    | Polyethylene                          |
| CF   | Cubic Foot                                 | PI    | Point of Intersection                 |
| CY   | Cubic Yard                                 | PT    | Point of Tangent                      |
| CI   | Curb Inlet (Roads)                         | PVC   | Polyvinyl Chloride                    |
| CI   | Cast Iron (Water and Sewer)                | PE    | Private Entrance (Roads)              |
| CIOD | Cast Iron Outside Diameter                 | PE    | Polyethylene Pipe                     |
| CTS  | Copper Tube Size                           | PL    | Property Line                         |
| DR   | Drive                                      | PS    | Pipe Stiffness                        |
| DI   | Ductile Iron                               | RR    | Railroad                              |
| ESMT | Easement                                   | RCP   | Reinforced Concrete Pipe              |
| EJ   | Expansion Joint                            | ROW   | Right of Way                          |
| FT   | Feet                                       | RPR   | Resident Project Representative       |
| FES  | Flared End Section                         | SAN   | Sanitary                              |
| FB   | Flat Bottom                                | SB    | State Highway Bore                    |
| FL   | Flow Line                                  | SDR   | Standard Dimension Ratio              |
| FIP  | Female Iron Pipe                           | SF    | Square Feet                           |
| GI   | Grated Inlet                               | SY    | Square Yard                           |
| GST  | Ground Storage Tank                        | STA   | Station                               |
| HDPE | High-Density Polyethylene Pipe             | SWPPP | Storm Water Pollution Prevention Plan |
| IDOT | Illinois Department of Transportation      | TB    | Township Road Bore                    |
| IHPA | Illinois Historic Preservation Agency      | TBM   | Temporary Bench Mark                  |
| IN   | Inches                                     | TYP   | Typical                               |

|       |                            |     |                          |
|-------|----------------------------|-----|--------------------------|
| TOC   | Top of Curve               | TSM | Temporary Seed and Mulch |
| TOA   | Top of Asphalt             | UFR | Uni-Flange Restraint     |
| TBR   | To Be Removed              | VCP | Vitreous Clay Pipe       |
| TBR&R | To Be Removed and Replaced |     |                          |

**10.02. AWWA SPECIFICATIONS TITLES**

- C-104-ANSI A21.4-Standard for Cement-Mortar Lining
- C-105-ANSI A21.5-Standard for Polyethylene Encasement for Ductile-Iron Pipe Systems
- C-110-ANSI A21.10-Standard for Ductile-Iron and Gray-Iron Fittings
- C-111-ANSI A21.11-Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
- C-115-ANSI A21.15-Standard for Flanged Ductile Iron Pipe with Threaded Flanges
- C-150-ANSI A21.50-Standard for Thickness Design for Ductile-Iron Pipe
- C-151-ANSI A21.51-Standard for Ductile-Iron Pipe, Centrifugally Cast
- C-153-ANSI A21.53-Standard for Ductile-Iron Compact Fittings for Water Service
- C-502-Standard for Dry-Barrel Fire Hydrants
- C-509-Standard for Resilient –Seated Gate Valves for Water Supply Service
- C-515-Standard for Reduced-Wall, Resilient-Seated Gate Valves for Water Supply Service
- C-550-Protective Epoxy Interior Coating for Valves and Hydrants
- C-606-Standard for Grooved and Shouldered Joints

**10.03. DEFINED INFORMATION**

OWNER – Village of Maeystown

Selected Granular Backfill – CA-6 or equal

Standard Specifications for Water and Sewer Main Construction in Illinois ("Standard Water and Sewer Specifications")

State of Illinois Standard Specifications for Road and Bridge Construction ("IDOT Standard Specification")

**10.04. REQUIRED SUBMITTALS**

On Submittals, please mark the product model number and the options and/or sizes you will be using. Also, please mark all standards required in the specifications. If the specifications are not marked up, preferably by highlighter, then they will be returned as rejected. Please provide a copy of all standards that a material references for our review and concurrence. The minimum number of submittals is 4, one for the CONTRACTOR and 3 to remain with the ENGINEER. The ENGINEER will not make copies of the submittals to return to the CONTRACTOR.

**10.04.01 Water Main**

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**10.04.02 Elevated Tank**

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**10.04.03 Booster Pump Station**

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**10.04.04 Ground Storage Tank**

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**10.04.05 Water Treatment Plant**

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**10.04.06 Pressure Reducing Station**

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**10.04.07 Sewer Main**

| SEWER MAIN AND APPURTENANCES |   | Manufacturer                  | Model No.                                   | Equal Accepted | Section  | Submittal Required |
|------------------------------|---|-------------------------------|---|----------------|----------|--------------------|
| 1                            |   | Anchor Coupling               | ---   | ---            | Not Used |                    |
| 2                            |   | Casing                        | ---   | ---            |          | YES                |
| 3                            |   | Casing Spacers                |   |                |          |                    |
|                              | a | Sewer main 6-inch or smaller  | ---   | YES            |          | YES                |
|                              | b | Sewer main larger than 6-inch | Cascade Manufacturing                       | ---            | YES      | YES                |
| 5                            |   | Concrete                      |   |                |          |                    |
|                              | a | Rebar                         | ---   | ---            | 22       | YES                |
|                              | b | Manhole Mix Design            | ---   | ---            | 22       | YES                |
| 6                            |   | End Seals                     | Method to be approved by OWNER and Engineer |                | YES      | YES                |
| 7                            |   | Pipe                          |   |                |          |                    |
|                              | a | PVC                           | JM Eagle or North American Pipe Corp.       | ---            | YES      | 52.03              |
|                              | b | Restrained Joint PVC          | JM Eagle or North American Pipe Corp.       | ---            | YES      | 52.03              |
|                              | c | Ductile Iron                  | ---   | ---            |          | 52.03              |
| 8                            |   | Manhole                       |   |                |          |                    |
|                              | a | Standard Cover                | Neenah OR East Jordan                       | R-1772 OR 1022 | NO **    | 52                 |
|                              | b | A-Lok                         |   |                | YES      | YES                |
|                              | c | Structure                     |   |                | YES      | YES                |
|                              | d | Floor                         |   |                | YES      | YES                |
|                              | e | Walls                         |   |                | YES      | YES                |
|                              | f | Lid                           |   |                | YES      | YES                |
|                              | g | Link Seal                     |   |                |          |                    |
|                              | h | Grade Rings                   |   |                | YES      | YES                |
|                              | i | Cone                          |   |                | YES      | YES                |
| 9                            |   | Gate Valves                   |   |                |          |                    |
|                              | a | 3 inch to 12 inch             | American Flow Control                       | 2500-1         | YES      | 52                 |
|                              | b | 14 inch to 36 inch            | ---   | ---            | YES      | NO                 |
| 10                           |   | Valve Box                     | Tyler Union                                 | 6850           | YES      | 52                 |
| 11                           |   | Special Rerquirements         |   |                |          |                    |
|                              | a | Seeding Mixture & Plan        |   |                |          | 32                 |
|                              | b | Sod                           |   |                | Not Used |                    |

\* Respectively

\*\* no like, equivalent, or "or-equal" item or substitution permitted.

**10.04.08 Master Meter Vault**

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# **General Requirements**

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## **General Requirements**

### **Section 15**

#### **15.01. SCOPE OF WORK**

The work, as proposed, includes the furnishing of all labor, materials, equipment, transportation and performing of all operations required to construct the wastewater treatment improvements (Septic Tank, Sand Filter Rehabilitation, etc.) for the OWNER, all as shown on the Drawings and/or as herein specified. In case of conflict between the Drawings and these Specifications, the CONTRACTOR shall notify the ENGINEER, prior to bidding, to clarify the discrepancy and obtain a decision on which document governs. If the CONTRACTOR or any of their subcontractors fail to notify the ENGINEER prior to bidding, then the CONTRACTOR shall provide and install the intended material or equipment at no additional cost to the Contract Price.

The OWNER will continuously update the CONTRACTOR of preferred sequence before starting construction and during construction. The CONTRACTOR is responsible for adjusting his schedule to meet the deadline imposed by the OWNER.

#### **15.02. CONTRACTOR RESPONSIBILITIES**

An attempt has been made to provide as much information on the Drawings as possible in regard to both existing and proposed conditions, although extreme accuracy in terms of dimensions and sizes of utilities, pumps, piping, etc., is not guaranteed. It is therefore the CONTRACTOR's responsibility to examine the Drawings, Specifications, and work site; to become familiar with the conditions and limitations applying to the work; and to verify all measurements, distances, levels, dimensions, quantities, etc., prior to making their bid, ordering materials, and/or starting work. By the act of having submitted a bid, the CONTRACTOR will be deemed to have made such examinations and verifications, and to have made allowances for such in their bid. If any major discrepancies occur between the Drawings and actual conditions, the CONTRACTOR shall notify the ENGINEER before submitting their bid and/or starting the work.

It shall be the responsibility of the CONTRACTOR to furnish and install complete and working systems to perform the intended purposes as required by the Drawings and these Specifications. The CONTRACTOR shall be responsible for all details which may be necessary to properly install, adjust, and place into operation the complete installation, and shall include the costs of all such details in the Contract Price.

The CONTRACTOR shall be responsible for all equipment and materials furnished under these Specifications and as required by the Drawings, and storage of same, within one (1) year from the date of substantial completion, in accordance with the General Conditions of this Contract. The CONTRACTOR shall replace at their expense all materials found to be defective or damaged in handling or storage. The CONTRACTOR shall, if requested by the ENGINEER, furnish certificates, affidavits of compliance, test reports or samples for check

analysis for any of the materials specified herein. The CONTRACTOR shall guarantee that the equipment furnished shall be properly installed, and when properly operated, shall perform the duty for which it is intended. They shall guarantee all materials, workmanship, and completed installation to be first class in every particular and shall, at their own expense, furnish and replace any part or parts that may prove defective in material, equipment, or workmanship within one (1) year from the date of substantial completion, in accordance with the General Conditions of this Contract.

Although they may not be specifically shown on the Drawings or called for elsewhere in the Specifications, the CONTRACTOR shall include in their bid price the cost of all fittings, piping supports, equipment, safety devices, and miscellaneous appurtenances needed to provide a secure, workable sanitary sewer system.

### **15.03. REGULATORY AGENCIES AND PERMITS**

#### **A. IEPA – CONSTRUCTION PERMIT**

This work shall be governed by an Illinois Environmental Protection Agency (IEPA) permit for construction. This permit will be obtained for the CONTRACTOR by the OWNER before any construction operations begin.

#### **B. IEPA – NPDES PERMIT**

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#### **C. SHPO**

A Cultural Resource Assessment/Section 106 Review was completed by SHPO and can be made available to the CONTRACTOR upon request.

#### **D. EASEMENTS**

The OWNER will obtain the necessary easements. The CONTRACTOR shall familiarize themselves with all requirements of the easements.

#### **E. ROAD PERMITS**

The OWNER will obtain any necessary IDOT or local roadway permits. It shall be the CONTRACTOR's responsibility to contact the city street commissioner, local township roadway commissioners, county highway engineer, and State Highway personnel to coordinate the installation of sewer mains, sewer main boring operations, etc., on public right-of-way under their jurisdiction. It shall be the CONTRACTOR's responsibility to be aware of specific roadway permits for other site-specific conditions. The CONTRACTOR shall include in their bid all costs associated with special roadway repair requirements, traffic flow requirements, construction scheduling requirements, flagmen/road signage, etc.

#### **F. FEDERAL, STATE, AND LOCAL REGULATIONS**

The CONTRACTOR is responsible for conforming to the requirements of all applicable health and safety regulations and precautions as required by local, state and federal regulatory agencies including, but not limited to OSHA and IDOL. In accordance with the requirements of the OSHA regulations for construction, the Contractor shall provide

and require the use of personal protective and lifesaving equipment for all persons working in or about the Project.

#### **15.04. COORDINATION WITH RESIDENT PROJECT REPRESENTATIVE**

The CONTRACTOR shall notify the Resident Project Representative or ENGINEER of the proposed work schedule prior to each day. Any work accomplished without the Resident Project Representative being present due to improper notification, shall be re-done, re-exposed, etc., to the satisfaction of the Resident Project Representative, and shall be incidental to the Contract Price.

#### **15.05. STANDARD SPECIFICATIONS**

The Standard Specifications referenced in these specifications refer to the current edition of the IEPA recommended Standards for Sewage Works Document. In case of conflict with the Standard Specifications, the more stringent specification will be followed.

All sanitary sewer and sewer laterals shall be constructed in accordance with the Standard Specifications.

All work performed shall be in accordance with the Standards of the State of Illinois Plumbing Code and all local codes.

#### **15.06. EQUIPMENT AND PRODUCTS**

Whenever equipment is identified on the Drawings or in the Specifications by reference to manufacturer's name and/or trade names, it is intended merely to establish a standard, and any equipment of other manufacturers which will perform adequately the services imposed by the general design will be considered equally acceptable provided in the opinion of the ENGINEER, the function, material, and service is equal.

The ENGINEER reserves the right to require a statement from the manufacturer of any products or equipment that the specific products or equipment have been inspected and tested and conform to the Specifications.

For the purposes of standardization all of the equipment for a single item or system shall be furnished by a single manufacturer except as noted or approved by the ENGINEER. Fabricated assemblies shall be shipped in the largest convenient section permitted by carrier regulations, and adequately match marked for proper assembly.

The CONTRACTOR shall be responsible for supplying spare equipment parts as provided in these Specifications and providing for the proper storage of same so that they are kept in operable condition.

#### **15.07. SHOP DRAWINGS AND OPERATION AND MAINTENANCE MANUALS**

The CONTRACTOR shall furnish for review complete equipment shop drawings in accordance with the General Conditions before installing any equipment. Drawings shall be provided by the equipment manufacturer and shall show all dimensions and details for correct installation of the equipment.

The CONTRACTOR shall review and approve/stamp all shop drawings for construction. Shop drawings submittals will not be accepted without these reviews. The CONTRACTOR has ultimate responsibility for all shop drawing review and approval, including sub-contractor submittals.

The CONTRACTOR must supply Operations and Maintenance manuals for all equipment.

#### **15.08. PAYMENT FOR WATER USED**

Payment for water used by the CONTRACTOR for boring operations, pressure tests, etc. shall be billed to the CONTRACTOR by the OWNER at \$9.00 per thousand gallons used.

#### **15.09. SOIL BORING DATA**

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#### **15.10. CONTRACTOR REPRESENTATION AT MONTHLY BOARD MEETINGS**

The CONTRACTOR shall have a representative present only upon request at the monthly meetings of the Village of Maestown to answer questions presented by the Village Board during construction, and continuing through the completion of all final cleanup operations. Costs for attendance at meetings shall be incidental to the Contract Price.

#### **15.11. OWNER'S STOP-WORK AUTHORITY**

The OWNER's Manager shall have the authority to halt any work that is not being performed in accordance with the Drawings and Specifications for this project. In this event, the CONTRACTOR shall immediately stop work on the particular item until which time the Resident Project Representative or ENGINEER shall review the discrepancy, and all parties shall agree as to the proper construction method. No additional compensation shall be allowed for down time during a stop-work period initiated by the OWNER. In addition, if the CONTRACTOR fails to halt construction, they shall re-do the work properly at no additional cost to the OWNER.

## **15.12. COORDINATION WITH LOCAL ELECTRICAL AND COMMUNICATIONS UTILITIES**

It shall be the CONTRACTOR's responsibility to contact all utilities (electrical, telecommunication, gas, etc.) to coordinate with the utility for needed services and equipment as shown on the plans and indicated in these Specifications. All work performed shall be in accordance with the standards of the National Electric Code, National Electric Safety Code and local codes.

Before ordering material and equipment, the CONTRACTOR shall determine from the local utility, which is intended to provide service for the herein described improvement, to determine that the service is available and will be supplied. Should any changes be required, the CONTRACTOR shall immediately notify the ENGINEER.

The CONTRACTOR shall further determine what service and material is being provided by the local utility, and shall include as part of their proposal the equipment to be furnished, in place, all that is necessary to make a complete electrical service from the utility, for the improvement.

The CONTRACTOR shall determine what payment if any the utility will require for providing the service requested. The CONTRACTOR shall pay all such charges by the utility, and include those charges in the bid.

The CONTRACTOR will not be entitled to any extra for payment of the charges by the utility.

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**MISCELLANEOUS**

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## **MISCELLANEOUS**

### **Section 16**

#### **16.01. SCOPE OF WORK**

The CONTRACTOR shall furnish all equipment, machinery, material, skilled labor, and tools for the complete installation of the following items of work.

#### **16.02. NONSHRINK GROUT**

This item includes furnishing, placing and finishing non-shrink grout around proposed openings for pipes in existing concrete walls and in other places as shown on the Drawings.

Non-shrink grout shall be as manufactured by Master Builders, Cleveland, Ohio 44180; the Euclid Chemical Co., Cleveland, Ohio 44110; or equal. The grout shall not shrink upon drying, shall develop high strength, have a flowable consistency, be non-staining, shall contain natural aggregate, and be similar in finished appearance to other concrete.

The non-shrink grout shall be mixed, placed and cured strictly in accordance with the manufacturer's instructions. Particular care shall be taken to follow directions regarding the amount of mixing water added, and the minimum and maximum temperatures of the pipe and wall to be grouted.

The use of non-shrink grout shall be incidental to the Contract Price.

#### **16.03. GALVANIZING**

Hinges, lag screws, staples and other hardware, shown as "galvanized" on the Drawings, shall be hot-dipped galvanized. No cutting, bending or welding shall be permitted on the galvanized items after galvanizing is complete.

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# **CONCRETE**

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## **Concrete**

### **Section 22**

#### **22.01. SCOPE OF WORK**

Portland cement shall comply with the Standard Specification for Portland Cement, ASTM C150, or Standard Specification for Air-Entraining Portland Cement, ASTM C175 and shall be Type I or IA.

#### **22.02. CONCRETE AGGREGATES**

Concrete aggregates shall conform to Specifications for Concrete Aggregates, ASTM C33, except that aggregates failing to meet the specifications, but which have been shown by special test or actual service to produce concrete of the required quality, may be used under Paragraph 22.08 of this section where authorized by the ENGINEER.

#### **22.03. WATER**

Water used in mixing concrete shall be clean and free from deleterious amounts of acids, alkalis, or organic materials.

#### **22.04. REINFORCEMENT (METAL)**

Reinforcing bars shall conform to the requirements of Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement, ASTM-A-615/615M, or Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement, ASTM A996/A996M.

Welded wire fabric or cold-drawn wire for concrete reinforcement shall conform to the requirements of Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete, ASTM A1064/A1064M.

#### **22.05. MATERIAL STORAGE**

Cement, aggregates and reinforcement shall be stored at the batch plant or work site in such a manner as to prevent deterioration or intrusion of foreign matter. Any material which has deteriorated or which has been damaged shall not be used for concrete.

#### **22.06. CONCRETE QUALITY**

The allowable stresses for design are based on the specified minimum 28-day compressive strength of the concrete or on the specified minimum compressive strength at the earlier age at

which the concrete may be expected to receive its full load. The strengths of concrete at specified ages for which all parts of the structure were designed are shown on the Drawings. Where not specified in the Drawings, minimum 28-day compressive strength of the concrete shall be 3500 psi.

## **22.07. STRENGTH OF CONCRETE**

The determination of the proportions of cement, aggregate and water to attain the required strength shall be made by one of the following methods.

Method I: When no preliminary tests of the materials to be used are made, the water content per sack of cement shall not exceed the values in the following table. Method II shall be employed when artificial aggregates or admixtures are used.

Assumed Strength of Concrete Mixtures

| <u>Water Content in U.S. Gals<br/>per Sack of Cement</u> | <u>Assumed Compressive<br/>Strength at 28-day psi</u> |
|--|---|
| 7-3/4  | 2500  |
| 6-3/4  | 3000  |
| 6  | 3500  |
| 5-1/2  | 3750  |

NOTE: In interpreting this table, surface water contained in the aggregate must be included as part of the mixing water in computing the water content.

Method II: Proportions of the materials and water content, other than those shown in the above table, may be used provided that the strength quality of the concrete proposed for use shall be established by tests, which shall be made in advance of the beginning of operations, using the consistencies suitable for the work and in accordance with Standard Practice for Making and Curing Concrete Test Specimens in the Laboratory, ASTM C192/C192M, and with Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens, ASTM C39/C39M.

A curve representing the relation between the water content and the average 28-day compressive strength, or earlier strength at which the concrete is to receive its full working load, shall be established for a range of values including all the compressive strengths called for on the Drawings. The curve shall be established by at least three (3) points, each point representing average values from at least four (4) test specimens. Amount of water used in the concrete, as determined for a curve, shall correspond to a strength which is 15 percent greater than that called for on the Drawings. No substitutions shall be made in the materials used on the work without additional tests in accordance herewith to show that the quality of the concrete is satisfactory.

## **22.08. CONCRETE PROPORTIONS AND CONSISTENCY**

The proportions of aggregate to cement for any concrete shall be such as to produce a mixture which will work readily into the corners and angles of the forms and around reinforcement with the methods of placing employed on the work but without permitting the material to segregate or excess free water to collect on the surface.

The combined aggregates shall be of such composition of size that when separated on the No. 4 sieve (fine aggregate) shall not be less than 30 percent or more than 50 percent of the total unless otherwise required by the ENGINEER.

The method of measuring concrete materials shall be such that the proper proportions can be accurately controlled and easily checked at anytime during the work. The received measurement shall be weight rather than volume. Measurements of materials for ready-mixed concrete shall conform to the Standard Specification for Ready-Mixed Concrete, ASTM C94/C94M.

## **22.09. TESTS ON CONCRETE**

The CONTRACTOR shall employ and furnish an independent, qualified, testing agency, suitable to the ENGINEER and OWNER, for the purposes of all required testing of materials, certification of proper concrete placement during pour and work accomplished. All test results shall be reported to the ENGINEER and the CONTRACTOR on the same day the tests are made.

Technicians representing the testing agency shall inspect the materials and manufacture of concrete and shall report their findings to the ENGINEER and the CONTRACTOR. When it appears that the material furnished or work performed by the CONTRACTOR fails to fulfill specification requirements, the technician shall direct the attention of the ENGINEER and the CONTRACTOR to such failure.

The technician shall not act as foreman or perform other duties for the CONTRACTOR. Work will be checked as it progresses, but failure to detect any defective work or materials shall not in any way prevent later rejection when such defect is discovered, nor shall it obligate the ENGINEER for final acceptance. Technicians are not authorized to revoke, alter, relax, enlarge, or release any requirement of the specifications nor to approve or accept any portion of the work.

During the progress of the work, compression test specimens shall be made and cured in accordance with Standard Practice for Making and Curing Concrete Test Specimens in the Field, ASTM C31/C31M.

Not less than three (3) specimens shall be made for each test, or less than one (1) test for each day's pour, or for each 50 cubic yards of concrete of each class. Specimens shall be cured under laboratory conditions except that when, in the opinion of the ENGINEER, there is a possibility of the surrounding air temperature falling below 40 degrees F; the ENGINEER may require additional specimens to be cured under job conditions.

Specimens shall be tested in accordance with Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens, ASTM C39/C39M. The standard age of test shall be 7-days and 28-days.

If the average strength of the laboratory control cylinders for any portion of the structure falls below the compressive strengths called for on the Drawings, the ENGINEER shall have the right to require conditions of temperature and moisture necessary to secure the required strength and may require tests in accordance with Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concretes, ASTM C42/C42M or order load tests to be made on the portions of structure so affected.

#### **22.10. PREPARATION OF EQUIPMENT AND PLACE OF DEPOSIT**

Before placing concrete, all equipment for mixing and transporting the concrete shall be cleaned and all debris or ice shall be removed from the places to be occupied by the concrete. Forms shall be thoroughly wetted (except in freezing weather) or oiled; masonry filler units that will be in contact with concrete shall be well drenched (except in freezing weather); and the reinforcement shall be thoroughly cleaned of ice or other coatings.

#### **22.11. MIXING OF CONCRETE**

The concrete shall be mixed until there is a uniform distribution of the materials and shall be discharged completely before the mixer is recharged.

For job mix concrete, the mixer shall be rotated at a speed recommended by the manufacturer and mixing shall be continued for at least one (1) minute after all materials are in the mixer.

Ready-mixed concrete shall be mixed and delivered in accordance with the requirements set forth in the Standard Specification for Ready-Mixed Concrete, ASTM C94/C94M.

#### **22.12. CONVEYING**

Concrete shall be conveyed from the mixer to the place of final deposit by methods which will prevent the separation or loss of the materials.

Equipment for chuting, pumping and pneumatically conveying concrete shall be of such size and design as to insure a practically continuous flow of concrete at the delivery end without separation of the materials.

#### **22.13. DEPOSITING**

Concrete shall be deposited as nearly as practicable in its final position to avoid segregation due to re-handling or flowing. The concreting shall be carried on at such a rate that the concrete is at all times plastic and flows readily into the space between the bars. No concrete that has partially hardened or been contaminated by foreign material be deposited on the work. Concrete shall not be re-tempered concrete be used.

When concreting is once started, it shall be carried on as a continuous operation until the placing of the panel or level. When construction joints are necessary, they shall be made in accordance with Paragraph 22.22, this section.

All concrete shall be thoroughly compacted by suitable means during the operation of placing. Whenever practical the concrete shall be compacted with an internal mechanical vibrator of such construction that 4,500 cycles per minute shall be transmitted to the concrete. The CONTRACTOR shall have, on the job site, a sufficient number of vibrators to insure that compaction can be started immediately after the concrete has been deposited in the forms.

The concrete shall be thoroughly worked around the reinforcement and embedded fixtures and into the corners of the forms.

Where conditions make compacting difficult or where the reinforcement is congested, batches of mortar containing the same proportions of cement to sand, as used in the concrete, shall first be deposited in the forms.

#### **22.14. CURING**

Provisions shall be made for maintaining concrete in a moist condition for at least five (5) days after the placement of the concrete. Curing may be obtained by any one of the approved "Methods of Curing" subject to approval of the ENGINEER.

No structures, structural members, or other appurtenances shall be placed upon any foundation concrete for a minimum of seven (7) days after the foundation pour is completed **and** the seven (7) day cylinder test results have been reported to the ENGINEER.

#### **22.15. COLD WEATHER REQUIREMENTS**

Adequate equipment shall be provided for heating the concrete materials and protecting the concrete during freezing or near-freezing weather. No frozen materials containing ice shall be used.

All concrete material and all reinforcement, forms, fillers, and ground with which the concrete is to come in contact shall be free from frost. Whenever the temperature of the surrounding air is below 40 degrees F, all concrete placed in the forms shall have a temperature of between 50 degrees F and 70 degrees F, and adequate means shall be provided for maintaining a temperature of not less than 70 degrees F for three (3) days or 50 degrees F for five (5) days. The housing, covering or other protection used in connection with the curing shall remain in place and intact at least 24 hours after the artificial heating is discontinued. Salt or other chemicals shall not be used to prevent freezing.

If the temperature of the surrounding air is less than 50 degrees F, the CONTRACTOR shall use a temperature recording device to record the temperature to prove the temperature was not less than 70 degrees F for three (3) days or 50 degrees F for five (5) days and provide a means to visually check the air temperature under the insulating blanket. The method for cold weather pouring and curing shall be approved by the ENGINEER and OWNER prior to concrete placement.

#### **22.16. FORMS**

Forms shall conform to the shape, lines and dimensions of the members, as shown on the Drawings, and shall be substantial and sufficiently tight to prevent leakage of mortar.

Forms shall be properly braced or tied together so as to maintain position and shape.

#### **22.17. REMOVAL OF FORMS**

Forms shall be removed in such a manner as to ensure the complete safety of the structure. In no case shall the supporting forms or shoring be removed until the members have acquired sufficient strength to support safely their weight and the load thereon. In addition, forms shall remain in place a **minimum of 24 hours** after the end of the concrete pour.

#### **22.18. CLEANING AND BENDING REINFORCEMENT**

Metal reinforcement, at the time concrete is placed, shall be free from all rust, scale or other coatings that will destroy or reduce the bond.

Bends for stirrups and ties shall be made around a pin having a diameter not less than two (2) times the minimum thickness of the bar. Bends for other bars shall be made around a pin having a diameter not less than six (6) times the minimum thickness of the bar, except that for bars larger than one (1) inch, the pin shall be not less than eight (8) times the minimum thickness of the bar. All bars shall be bent cold.

#### **22.19. PLACING REINFORCEMENT**

Metal reinforcement shall be accurately placed in accordance with the Drawings and shall be adequately secured in position by concrete or metal chairs and spacers.

#### **22.20. SPLICES (REINFORCEMENT)**

In general, splices in area of critical stress shall be avoided. Splices shall provide sufficient lap to transfer the stress between bars by bond and shear.

#### **22.21. CONCRETE PROTECTION OF REINFORCEMENT**

The reinforcement shall be protected by the thickness of concrete as shown on the Drawings. Where not otherwise shown, the thickness of concrete over the reinforcement shall be as follows:

- A. Where concrete is deposited against the ground without the use of forms, not less than three (3) inches.

- B. Where concrete is exposed to the weather, or exposed to the ground, but placed in forms, not less than two (2) inches for bars more than five-eighths (5/8) inch in diameter and one and one-half (1-1/2) inches for bars five-eighths (5/8) inch or less in diameter.
- C. In slabs and walls not exposed to the ground or to the weather, not less than three-quarter (3/4) inch.
- D. In beams, girders and columns not exposed to the ground or to the weather, not less than one and one-half (1-1/2) inches.

In all cases, the thickness of concrete over the reinforcement shall be in accordance with ACI 318, or its latest revision. Exposed reinforcement bars intended for future use shall be protected from corrosion by concrete or other adequate coverings.

#### **22.22. CONSTRUCTION JOINTS**

Joints not indicated on the Drawings shall be so made and located as to not impair the strength of the structure. Where a joint is to be made, the surface of the concrete shall be thoroughly cleaned. In addition, vertical joints shall be thoroughly wetted and coated with a neat cement grout immediately before placing new concrete.

When deemed appropriate by the ENGINEER, the CONTRACTOR will dowel construction joints. The ENGINEER will specify the size, location, and placement.

#### **22.23. CLEAN-UP OF FINAL SURFACES**

The surface of the concrete shall be free of spalls and holes. The CONTRACTOR shall be responsible for filling in the holes with a method and materials approved by the ENGINEER and OWNER.

Any mortar that leaks through or around a form shall be mechanically removed to provide a smooth surface matching the surrounding concrete surface.

#### **22.24. DEFECTIVE CONCRETE**

If defects cannot be repaired to satisfaction of OWNER, the CONTRACTOR shall remove and replace concrete having defective surfaces. Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

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# **SURFACE REPLACEMENT AND SITE WORK**

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# **SURFACE REPLACEMENT AND SITE WORK**

## **Section 32**

### **32.01. SCOPE OF WORK**

The CONTRACTOR's attention is called to the fact that the sewer line construction will involve public Right-of-Way and private easements and that all improvements such as drainage ditches, plantings, culverts, active utilities, signs, outbuildings, field tiles, and any other miscellaneous, privately and/or publicly owned, property shall be restored to a condition equal to or better than their existing state of repair. Should it become necessary that the CONTRACTOR relocate/remove any obstruction encountered throughout construction he should consult with the ENGINEER's Resident Project Representative (RPR) before proceeding.

Surface restoration shall be as specified in Section 32.21 of these Specifications. All surfaces shall be restored to at least the original condition prior to construction. All lawn, pasture, and timber areas that are disturbed shall be final graded, fertilized, and seeded as specified in Section 32.22 of these Specifications. A rubber-tired skid steer or similar utility tractor shall be utilized for both initial and final grading work in residential yard areas to minimize property damage; backhoes, dozers, etc., will not be allowed in yards.

Temporary seeding will be paid as specified in Section 32.23.

The CONTRACTOR shall be responsible for obtaining all material storage locations and where not stored on OWNER's property, for providing the OWNER with a signed copy of a lease agreement naming landowner as Owner and CONTRACTOR as Tenant, for any vandalism (graffiti, etc.), damage, or contamination (due to crop spraying or otherwise) that may occur and for cleanup at said sites; all incidental to the Contract Price.

At the completion of all final cleanup operations, the CONTRACTOR shall place an approved valve marker at every valve, and air release valve for ease of identification for the OWNER and system operator. This work shall be incidental to the Contract Price.

### **32.02. EASEMENTS**

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### **32.03. PUBLIC RIGHT-OF-WAY**

All crossings required under existing state highways will be made by boring the sewer line.

All crossings under asphalt and Portland cement concrete will be made by boring unless called out on the Drawings or as directed by the ENGINEER and/or OWNER.

The CONTRACTOR shall familiarize themselves with and abide by all requirements as to traffic flow, flagmen, maintenance of trench, advance warning signs, etc., as required in the

various county, township, and state permits. The CONTRACTOR shall execute and maintain in force, all bonds as required by IDOT, county, or township entities.

Should it become necessary to construct the sewer main on private property, the OWNER will obtain any necessary private easements.

#### **32.04. JULIE LOCATES**

It shall be the CONTRACTOR'S responsibility to locate any sewer main or service line installed as part of this project, prior to Substantial Completion. Any costs associated with these JULIE locates shall be included in the bid.

Before beginning work in an area, the CONTRACTOR shall contact JULIE at 800-892-0123 and any other non-JULIE member companies maintaining utilities, pipelines, transmission lines, and any other potential obstacles in the project area and request their assistance in field locating their utilities in that area. The CONTRACTOR, however, shall be solely responsible for the location of utilities. The utilities shown are for informational purposes only and the OWNER and the ENGINEER do not imply that the information is complete.

#### **32.05. STRUCTURES AND UTILITIES ENCOUNTERED**

Various underground and surface structures may or may not be shown on the Drawings. The location and dimensions of such structures where given do not purport to be absolutely correct. Some structures are plotted on the Drawings for the information of the CONTRACTOR but information so given is not to be construed as a representation that such structures will be found or encountered as plotted. Other structures may also be encountered which are not shown on the Drawings.

The CONTRACTOR shall maintain in operating condition all utilities encountered in this work. Any damaged existing utilities as a result of this construction shall be repaired to the satisfaction of the owner of the utility at the CONTRACTOR's expense, whether or not said utilities are shown on the Drawings. Existing utilities may be relocated with the approval of the owner of the utility. The relocation shall be at the CONTRACTOR's expense, done according to the requirements of the utility owner and shall be sufficient to clear the proposed improvement.

The CONTRACTOR shall be entirely responsible for all injuries to water pipes, electric conduits, existing drains or sewers, poles carrying currents, telephone or telegraph lines, railroad bridges and tracks, streets, pavements, sidewalks, curbs, fences, culverts, buildings, or other structures of any kind met with during the prosecution of the work, whether on public or private property.

All such structures or utilities which are removed to allow construction or damaged by it shall be restored to a condition at least equivalent to that which existed at the commencement of the work unless additional written arrangements are made satisfactory to the owner of said property. The CONTRACTOR shall care for and maintain all such structures or utilities encountered, and where service by them is interrupted, they shall provide and maintain temporary service until repair is complete and full service is restored. Repair of and

restoration of service for essential structures or utilities shall be prompt; in these cases, if repair is unnecessarily delayed or unsatisfactory in the judgment of the ENGINEER, the OWNER or ENGINEER may have the repairs made and may deduct the cost thereof from payments due the CONTRACTOR. All costs associated with structure or utilities encountered, including removal, replacement, repair, temporary service, or complications to proposed work shall be incidental to the project and shall be performed without any increase in the Contract Price.

Any field drainage tiles, drainage ditches, or storm sewers interfered with by the construction of the improvement shall be rerouted around the improvement in such a way as to maintain the drainage of areas upstream and downstream of the improvements; any such work shall be approved by the ENGINEER and shall be done by the CONTRACTOR without any increase in the Contract Price.

### **32.06. CLEAN UP**

Due to the location of much of the work around private property and within public thoroughfares, the CONTRACTOR's attention is called to the General Conditions of these Specifications. It is imperative that the project sites be promptly maintained in a reasonably clean condition and that it not present any hazard or prolonged inconvenience to individual property owners or the public in general.

During construction the CONTRACTOR shall clean up as the work proceeds. The premises, easements, and rights-of-way shall be kept free of accumulations of waste materials and earth, rubbish and other debris resulting from the work. The CONTRACTOR shall barricade and prevent access to all open trenches and holes by the end of each working day before leaving the site, especially along road right-of-way areas, livestock grazing areas, driveways and field entrances, and residential yard areas.

If, in the judgment of the OWNER, the CONTRACTOR fails to keep the sites clean as described hereinabove, the OWNER may halt the construction and/or construction payments until the sites have been cleaned up to the satisfaction of the OWNER. The CONTRACTOR has three (3) working days from notification from the OWNER and/or ENGINEER that the site conditions are unsatisfactory and the situation needs to be remedied. If, after this period of time, the brush removal is still not satisfactory, the OWNER has the right to hire an outside agency to dispose of the brush in a timely manner, and these costs shall be withheld per the General Conditions.

Final clean-up, grading, and permanent seeding shall be performed in accordance with the dates specified in Section 32.22.B.

At the completion of the project, the CONTRACTOR will remove all waste materials, rubbish and debris from and about the premises as well as all tools, scaffolding and surplus materials, and will leave the site clean and ready for occupancy by the OWNER. Pipe banding and other construction debris may not be left on top of or buried in the trench. The CONTRACTOR shall be liable for any damage caused to farms, yards, livestock, pets, equipment, etc., due to construction debris left in, on, or around the project. The CONTRACTOR will restore to their original conditions those portions of the site not designated for alteration by the Contract Documents.

Payment for cleanup will be incidental to the unit price of sanitary sewer main installation. The OWNER shall withhold a sum equal to eight (8) percent of the installed cost of all sewer main, until all final cleanup/seeding work is satisfactory. This Cleanup retainage is in addition to the standard overall project retainage, and may be used by the OWNER to hire a local Contractor to complete any unsatisfactory cleanup/seeding work. Final Payment of the Cleanup retainage will only be approved when the OWNER is satisfied with final cleanup/seeding work.

### **32.07. CONSTRUCTION CLEARING**

Existing trees and shrubs within private easement and right-of-way shall be protected from damage, and when such trees or shrubs are in the way of construction, the ENGINEER may recommend the CONTRACTOR prune branches interfering with the work, or remove and dispose of shrubs, or transplant trees or shrubs out of the way of the construction and the Contract Price shall not be increased for the performance of such work. The CONTRACTOR shall be liable for damage to trees and shrubs which were to have been protected as directed by the OWNER, unless such damages are determined by the OWNER to have been unavoidable, and money due to the CONTRACTOR may be withheld to cover such damages.

All necessary work involved in the clearing of the sewer line routing, either in Public Right-of-Way or in private easements, of stumps, fences (not to be cut unless absolutely necessary and not restricted on the easement), brush, and other miscellaneous and various items of work as needed or as called for on the Drawings, or directed by the ENGINEER, shall be performed by the CONTRACTOR in a satisfactory manner and no additional compensation will be allowed over and above the unit bid price per lineal foot for sewer main installed of the various diameters, materials, and class as specified.

Trees marked on the plans to be removed, shall be removed and disposed of off-site. All stumps, fences, brush, and other miscellaneous material removed during clearing shall be properly disposed of off-site unless an agreement can be worked out between the property owner and CONTRACTOR. All arrangements made between the CONTRACTOR and landowner shall be done in writing, signed by both the CONTRACTOR and the property owner, and a signed copy of the written arrangement shall be given to the ENGINEER. Disposal operations shall be continuous with the clearing work. Trees marked on the Drawings for removal shall be paid at the unit bid price for tree clearing.

### **32.08. MAILBOX RELOCATION**

The CONTRACTOR shall temporarily relocate mailboxes to the opposite side of the roadway as is necessary to accommodate the construction process. As soon as is practical the CONTRACTOR shall relocate the mailbox to its original location. All temporary mailbox locations and permanent mailbox relocations shall be done in accordance with the guidelines of and with the pre-approval of the United States Postal Service. All costs associated with relocating mailboxes, including coordination with the USPS, temporary and final relocation, shall be paid at the unit price for "Mailbox Relocation".

### **32.09. TRAFFIC CONTROL**

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

If during the progress of the WORK it is necessary to provide access to private property along the road, the CONTRACTOR shall provide, erect, and maintain, within the closed portion of the road, such barricades, signs, flags, and lights as may be necessary to protect the WORK and to safeguard local traffic. Trenches shall be barricaded or fenced to safeguard the public.

The cost of furnishing and maintaining barricades, warning signs, red flags, and lights as required herein shall be incidental to the Contract Price and no extra compensation will be allowed.

### **32.10. SIGNAGE**

All traffic/street signs in conflict with construction methods shall be salvaged and re-erected. They shall be stored indoors at the contractor's shop or at a location provided by the OWNER. The signs shall then be re-erected to meet IDOT standards. All signs shall be re-erected to the original height and at the same location as found before construction began.

### **32.11. DEMOLITION, SALVAGE, AND ABANDONMENT**

This work shall consist of the removal and satisfactory disposal of existing structures or portions thereof, as shown on the Drawings and specified herein. Removal operations, whether complete or partial, shall be conducted with the least interference to the sewer system, and shall not be started until permitted by the ENGINEER.

Materials that are to be salvaged shall be carefully inventoried, removed, and stockpiled on the site where designated by the OWNER. If the CONTRACTOR damages or destroys such material, they shall restore or replace it without additional compensation.

Piping, valves, and other miscellaneous items may be reused if specifically and individually approved by the ENGINEER. Items for reuse shall be cleaned, painted and reconditioned as required by the ENGINEER.

Materials that are not to be salvaged and stockpiled shall become the property of the CONTRACTOR, and they shall remove and dispose of the materials away from the site. The salvage value of the material shall be considered in determining the Contract Price.

Except as otherwise specified, existing structures to be demolished shall be removed to at least 2 foot below the proposed elevation shown for the subgrade or ground surface, and all portions below this elevation that interfere with construction, as determined by the ENGINEER, shall be removed.

When structures are to be partially removed, the CONTRACTOR shall be responsible for

any damage done to the portions that are to remain. Old concrete or masonry shall be carefully removed by drilling, chipping, or other methods approved by the ENGINEER, leaving a surface that will permit a neat joint with new construction, or otherwise be satisfactory for the purpose intended. Expansion structures shall be as shown on the Drawings. Where existing bars are to extend from the remaining portions of the existing structures into new construction, the concrete shall be removed, leaving the projecting bars clean and undamaged. Where projecting bars are not to extend into the new construction, they shall be cut off flush.

All broken concrete free of metal reinforcement from demolition may be disposed of as riprap where called for on the Drawings.

All existing pipe that will no longer be used shall have the ends securely grouted and sealed with a lean concrete slurry for a distance of at least 10 feet from the ends of the pipe; or the pipe ends shall be properly capped.

### **32.12. SITE IMPROVEMENT AND/OR REPLACEMENT**

#### **A. CULVERTS**

The CONTRACTOR shall furnish and install pipe culverts as shown on the Drawings, in accordance with the Illinois Standard Specifications for Road and Bridge Construction. All pipe culverts shall be corrugated steel culvert pipe of the gage required in the Illinois Standard Specifications for Road and Bridge Construction.

Metal end sections shall be furnished and installed where required in accordance with the Standard Specifications for Road and Bridge Construction or as required by the owner of the culvert.

Any existing pipe culverts damaged by the CONTRACTOR shall be repaired or replaced in accordance with the Standard Specifications for Road and Bridge Construction and no additional compensation will be allowed.

#### **B. RIPRAP**

Riprap shall consist of clean stone or clean broken concrete. It shall be free of shale, shaly stone, and other imperfections. The majority of the riprap shall be sized between one and one-half (1-1/2) inches to six (6) inches. The largest stones shall not exceed six (6) to eight (8) inches.

Riprap shall be placed uniformly and, unless otherwise shown on the Drawings, all void spaces shall be filled with smaller stones. Riprap shall, at a minimum, be placed where shown on the Drawings and as directed by the ENGINEER. Riprap shall be installed as shown on the Drawings, except that when not shown on the Drawings, width and length dimensions shall be as required for field conditions and installation methods.

Riprap shall be incidental to the Contract Price.

#### **C. SOIL STABILIZATION FABRIC**

The CONTRACTOR shall furnish and install on the earth subgrade where shown on the Drawings or 2' beyond trench where existing area has fabric, a nylon-polypropylene non-

woven fabric to stabilize the ground surface. The fabric shall be Mirafi 500X as manufactured by Celanese Fibers Marketing Company, New York, N.Y.; Typar, Style 3401 by DuPont Company Explosives Products, Wilmington, Delaware, or equal.

Prior to placing the fabric, the subgrade shall be cleared of sharp objects which might damage the fabric. The fabric shall be unrolled directly on top of the earth subgrade. If overlapping is required to cover the area, the overlap shall be at least three (3) feet. Should the fabric be damaged during any step of installation, the torn or punctured section shall be covered by another piece of fabric cut large enough to cover the damaged area and meet the three (3) foot overlap requirement. At curves, intersections or other areas where fabric is overlapped, care shall be taken to spread the base coarse aggregate in the same direction as the fabric overlap. Metal tracked machinery shall not come in direct contact with the fabric.

Payment for Soil Stabilization Fabric shall be incidental to the Contract Price.

#### D. DRIVEWAY

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#### E. FENCE

The CONTRACTOR shall carefully remove and replace any fences that interfere with the sewer main installation. The fence shall be replaced to a condition equal to or better than before construction commenced. If the landowner chooses not to have the CONTRACTOR replace a section of removed fence, the CONTRACTOR shall get the landowners requests in writing with their signature and give a copy to the ENGINEER.

### **32.13. SITE WORK VERTICAL ELEVATION CHANGES**

#### A. SITE EXCAVATION

##### 1. GENERAL

Excavation shall be done to the lines and slopes shown on the Drawings. Unstable or unsuitable materials shall be removed and replaced with approved material if, in the opinion of the ENGINEER, it would be a detriment to the excavation. The CONTRACTOR will be allowed a negotiated compensation for removal and replacement of unsuitable existing earth materials below natural topsoil. The quantity for this work shall be as determined by the ENGINEER; in determining the pay quantity for this work, natural topsoil shall be considered as 12 inches thick and no additional compensation will be allowed for removal of topsoil. Unstable or unsuitable material shall be disposed of by the CONTRACTOR.

##### 2. TOPSOIL EXCAVATION

The CONTRACTOR shall remove topsoil and soil with a high organic content from the area of immediate construction and shall stockpile it on the site for use in finish grading in accordance with Section 32.13.E.

##### 3. BORROW EXCAVATION

Any soil in addition to that excavated at the site required to complete fill area shall be furnished by the CONTRACTOR at their expense. Borrow excavation shall not be placed in fills until the material is approved by the ENGINEER. See Section 32.13.B. Earth Fill.

#### 4. WASTE

Any excess excavated material shall be removed from the site by the CONTRACTOR, or if permitted by the ENGINEER, wasted on the site. Areas of wasted soil shall be compacted in accordance with Section 32.13.B.4 and finish graded in accordance with Section 32.13.E.

### B. EARTH FILL

#### 1. GENERAL

This work shall consist of the construction of fills by the placement and compaction of specified or suitable materials above the natural ground or other surface.

#### 2. SUBGRADE PREPARATION

The area upon which a fill is to be placed shall be prepared by removing all topsoil containing roots, vegetation and other deleterious materials. The surfaces of each portion of the foundation, immediately prior to placing the earth fill, shall have all water removed from depressions and shall be properly moistened and sufficiently clean to obtain a suitable bond with the earth fill. When directed by the ENGINEER, the subgrade shall be benched where fill is to be placed on a slope.

No material shall be placed in any section of the earth fill until the foundation for that section has been dewatered and suitably prepared and has been approved by the ENGINEER. When the existing earth foundation materials are determined by the ENGINEER to be suitable, the area shall subsequently be disked or otherwise scarified to a depth of at least six (6) inches and recompacted in accordance with Section 32.13.B.4 so as to assure compaction, bonding with successive lifts, and insure against a potential plane of seepage. If the existing earth foundation materials are determined by the ENGINEER to be unsuitable, the CONTRACTOR shall remove these materials and replace them with approved material as directed by the ENGINEER. The CONTRACTOR will be allowed compensation for such "Removal and Replacement of Existing Unsuitable Soils" in accordance with Section 32.13.A.1. Excessive moisture content shall not in itself form the basis for classifying a material as "unsuitable"; suitability shall be judged on the physical and chemical makeup of the material, i.e., any material which contains excessive moisture but would otherwise be suitable shall not be eligible for additional compensation.

#### 3. EARTH FILL MATERIALS

The material for fill construction shall consist of soil which is free of roots, vegetation, frozen material, material with high organic content, and other deleterious materials. Materials determined by the ENGINEER to be unsuitable for earth fill shall be disposed of in accordance with Section 32.13.A.4. The ENGINEER shall determine which materials are suitable for earth fill and shall have the authority to

designate where in the fill certain earth materials shall be placed even to the extent of locating the placement of individual loads.

#### 4. PLACING EARTH FILLS

To achieve uniform compaction, fill material should be deposited in horizontal lifts extending the entire width and length of the fill, as far as practical, having a thickness compatible with the equipment utilized. It is presumed the lift thickness shall not exceed 8" in loose condition unless demonstrated by the CONTRACTOR to the satisfaction of the ENGINEER that the stated compaction can be uniformly achieved with a greater thickness. Lifts shall be disked to thoroughly mix and blend the different soils or to obtain a uniform moisture content.

The moisture content of the soil, when placed, shall be within  $\pm 3\%$  of the optimum moisture content of the material, except as otherwise approved by the ENGINEER, and shall be compacted to a density no less than 90% of the maximum dry density at optimum moisture content as determined by Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort, ASTM D698. The density of the compacted fill shall be determined by the independent testing agency at regular intervals. "Regular intervals" is a variable and shall be as determined by the ENGINEER for each specific fill site, depending upon the site and method of the fill operation and the degree of difficulty expected in obtaining compaction. The services, testing, and reports of the independent testing agency shall be furnished by the CONTRACTOR to the ENGINEER incidental to the cost of the Contract.

If the natural water content of the fill material does not fall within the range previously described, the CONTRACTOR shall mix, dry or moisten as necessary to achieve the specified moisture content.

The CONTRACTOR shall maintain the fill in an approved manner until the final completion and acceptance of all the work under the Contract.

#### C. EARTH FILL EQUIPMENT

During all earth fill operation, the CONTRACTOR shall have at the site the following pieces of equipment:

- a. Disk Harrow of the tandem type.
- b. Sheep's Foot Roller having a minimum weight of 4,000 lbs per foot of roller length when fully loaded.
- c. Hand Tamper of either the pneumatic or mechanical variety. All earth fill equipment shall meet the approval of the ENGINEER.

#### D. HAND COMPACTION

Fill inaccessible to compaction equipment adjacent to pipes or structures shall be compacted by hand. The soil shall meet the requirements under Section 32.13.B.3 and shall have a moisture content, when thoroughly mixed, corresponding to that specified under Section 32.13.B.4.

The soil shall be deposited in lifts not to exceed four (4) inches loose measure and thoroughly compacted over the entire lift area with a pneumatic or mechanical tamping

hammer. Special precautions shall be taken to achieve the compaction required without damage to the pipe or structure. Tamping equipment shall be subject to approval by the ENGINEER.

#### E. FINISH GRADING

The CONTRACTOR shall grade all areas to the finish grade elevation shown on the Drawings, or as directed by the ENGINEER. If the existing surface has become hardened or crusted, it shall be disked or raked so it will blend with the topsoil.

The CONTRACTOR shall place a six (6) inch layer of topsoil on all areas to be seeded. The top three (3) inches of topsoil shall be worked to break it up into particles no larger than two (2) inches. The surface shall then be alternately raked and rolled until the soil is friable and the grades are smooth and continuous.

### **32.14. STRUCTURAL EXCAVATION AND BACKFILL**

#### A. STRUCTURAL EXCAVATION

All footings shall be founded on firm undisturbed soil, and a six (6) inch minimum thickness of structural granular backfill shall be placed under all concrete bottom slabs of structures. Excavations shall be carried deep enough to permit the minimum thickness of granular material to be placed or until firm undisturbed soils are encountered, whichever requires greatest depth. For requirements for granular material, see Section 10.

In no case shall any footings be founded above those elevations shown on the Drawings. If soft or unsuitable soil is encountered at elevations where footings are to be founded, the ENGINEER may direct the CONTRACTOR to remove the unstable materials and bring the excavation to grade with fill concrete or structural granular backfill (see Section 10). Additional compensation will be made to the CONTRACTOR for such removal and replacement work as described in Section 32.13.A.1.

Excavations carried below depths shown on the Drawings shall be brought to grade by the CONTRACTOR with fill concrete or structural granular backfill. No additional compensation will be allowed for excavations carried below depth shown on the Drawings unless such excavations are ENGINEER approved "Removal and Replacement of Existing Unsuitable Soils" which will be compensated for in accordance with Section 32.13.A.1.

The excavation will be large enough to allow for installation and removal of forms. Side forms will not be required for footings or edges of base slabs below grade, provided the soil is stable and square corners and straight and plumb sides are maintained until concrete is placed and approval of the ENGINEER is obtained. All other excavation shall allow for placement and removal of forms and inspection.

Special care shall be taken not to disturb the bottom of excavations where the soil is to provide bearing for slabs, footing, etc. If the presence of subsurface water or other conditions, which may decrease the bearing strength of the foundation material, prevail then soil adequate to protect the foundation material shall not be excavated until just before reinforcing steel and concrete are to be placed. The bottom of all excavations shall

be inspected and approved by the ENGINEER before the placement of any granular material, reinforcing steel, or concrete.

#### B. STRUCTURAL BACKFILL

No backfilling shall begin without the approval of the ENGINEER. Unless otherwise shown on the Drawings or specified herein, backfill shall be structural granular backfill except for structures on or in earthen dikes, then backfill shall be Class A compacted, select excavated earthen materials.

All form work, rubbish, bracing, and sheeting shall be removed from the excavation before any backfill is placed. The placement of backfill around structures or walls shall be done simultaneously on opposite sides in even lifts. No backfill shall be placed behind any wall until the entire main structure of which that wall is a part is complete and until all concrete in the main structure has reached its specified 28-day strength, unless approved otherwise in writing by the ENGINEER. Small flow channels and other such appurtenances will not be considered as being part of the main structure. Sloping sides of the excavation which would be liable to cause wedging action shall be stepped or serrated. Under no circumstances shall backfill be placed in water.

Around all structures where adjacent finished grade is to be exposed to the weather, backfill shall be carried to two (2) feet six (6) inches below finished grade. A two (2) foot layer of clayey soil approved by the ENGINEER shall be placed over the full area of the excavated space outside the structure, compacted, and pitched to drain water away from the structure. The area shall then be finish graded in accordance with Section 212 of the Illinois Standard Specifications for Road and Bridge Construction, unless amended herein.

Special care shall be taken in backfills adjacent to waterproofing or foundation walls to avoid damage to the waterproofing. Pipes and drains entering and leaving the structure shall be protected from settlement.

### **32.15. SEWER MAIN EXCAVATION**

#### A. GRAVITY SEWER MAIN

Where a firm foundation is not encountered at the grade established, due to soft, spongy or other unsuitable soil, all such unsuitable soil under the pipe and for the width of the trench shall be removed and replaced per the recommendation of a third-party soil consultant.

The OWNER shall be responsible to set line and grade reference stakes at each manhole. The CONTRACTOR shall be responsible for checking and following said reference stakes. It will be the CONTRACTOR's responsibility to coordinate the staking activities with the OWNER. The CONTRACTOR shall provide a minimum of one week (seven (7) days) notice to the ENGINEER prior to the start of construction to allow the ENGINEER to begin the sewer main staking operations. Once the staking has been completed, it shall be the CONTRACTOR's responsibility to protect the stakes and the information contained at each station. If the CONTRACTOR requests that any part of the staking

operation be redone for any reason, the restaking efforts will be performed at the CONTRACTOR's expense per Article 15 of the General Conditions.

The CONTRACTOR shall use a laser as a guide for construction. The CONTRACTOR shall check their grade as construction progresses to assure that their work is on line and grade. Any discrepancies from the Drawings shall be corrected by the CONTRACTOR. The CONTRACTOR shall record the measurements of actual sewer main invert elevations at manholes and between manholes at the end of every 4<sup>th</sup> pipe, providing the record information to the RPR daily.

The CONTRACTOR shall dig out around the bell of the sewer main to allow the entire length of the pipe to lay on a firm foundation.

#### B. FORCE MAIN

The trench shall be excavated so that the sewer main will have a minimum of 42 inches of cover, unless a road or easement permit requires a greater depth. The profile shall be generally followed to minimize the number of air release valves. The depth of utility lines is approximate. The CONTRACTOR shall adjust the force main depth as necessary to limit the number of air release valves. Depth of cover shall be taken every 100 feet, providing the record information to the RPR daily.

### **32.16. ROCK EXCAVATION**

Rock excavation includes removal and disposal of rock material encountered that cannot be removed by conventional methods. Rock material includes boulders ½ Cu. Yd. or more in volume, and rock in beds, ledges, unstratified masses, and conglomerate deposits. When excavation of the rock material requires systematic use of pneumatic or hydraulic tools or a rock trencher, rock excavation shall be allowed under guidelines of this section of these specifications and Section 20-5 of the Standard Water and Sewer Specifications and paid for at the rate specified in the Bid Schedule. Shale, boulders (less than ½ Cu.Yd. in size), sandstone, gravel, and similar rocky material that can be removed by conventional methods **WILL NOT** be considered as rock excavation nor allowed for payment.

Where blasts are made, the excavation shall be covered with brush, timber, or matting to prevent danger to life and property, and the CONTRACTOR shall secure a special permit from the local governmental authorities for blasting when required. Care shall be taken not to damage adjacent structures, property, or site improvements; or weaken the bearing capacity of rock subgrade when using explosives. Before starting work in areas where rock excavation will be required, the existing condition of adjoining properties shall be verified. Photographs shall be taken to record any existing settlement or cracking of structures, pavements, and other improvements. A list of such damages shall be prepared, verified by dated videos and signed by the CONTRACTOR and others conducting the investigation.

For sewer main excavations for PVC pipe up to 12 inches in diameter, rock shall be excavated to a width of at least 18 inches more than the inside diameter for PVC pipe, for the entire depth of the excavation. Rock excavation for pipe will be at least six (6) inches below the bottom of the pipe and at least three (3) inches below the bottom of the bell of a joint. For sewer main excavations for PVC pipe 14 inches in diameter and greater, rock shall be

excavated to a width of at least 24 inches more than the inside diameter for PVC pipe, for the entire depth of the excavation. Rock excavation for pipe will be at least nine (9) inches below the bottom of the pipe and at least six (6) inches below the bottom of the bell of a joint. Before the pipe is laid, the base of the excavation shall be replaced with a cushion of SELECT GRANULAR BACKFILL. All irregularities of the rock are to be filled with compacted granular backfill as well. In addition, soft” rock (i.e., rock not allowed for payment as rock excavation, but that can be removed by conventional methods) shall be properly bedded with a cushion of SELECT GRANULAR BACKFILL, to avoid rough edges or other irregularities from damaging the sewer pipe.

The CONTRACTOR, on encountering rock via the trenching/open cut method, shall sufficiently uncover various spot locations to assure the overall extent of rock in that particular location. The CONTRACTOR, on encountering rock via the directional boring method, shall sufficiently prove the overall extent of rock in that particular location by either accurate records of the pressure at the bore head or uncovering spot locations as directed by the ENGINEER/OWNER. In either case they shall immediately notify the ENGINEER/OWNER, who either (1) will approve rock excavation in that area as necessary, or (2) will provide the CONTRACTOR with an alternate sewer line routing which could produce a location that eliminates the necessity of all/part of the rock excavation.

The CONTRACTOR must understand that if it is the ENGINEER’S/OWNER'S decision to relocate the sewer main to avoid the encountered rock, a reasonable time lapse to obtain alternate routing would be necessary. All direct costs involved in re-routing the sewer line to a different location to avoid rock excavation will be borne by the OWNER.

It shall be the CONTRACTOR's responsibility to dispose of all excavated rock off site, to clean up debris, and to provide earthen or granular backfill to replace that rock material removed. This work is included in the unit price for Rock Excavation. The CONTRACTOR has five (5) working days from original excavation to remove the rock off site. If after this period of time the rock is not removed from the site, the OWNER has the right to hire an outside agency to remove the rock in a timely manner and these costs shall be withheld from the final Cleanup/Seeding retainage funds.

Rock excavation by the trenching/open cut method shall be paid for at the contract unit price per cubic yard determined by measuring the average length, width, and depth of the area of rock removal. However, the OWNER will pay for no more than 48 inches plus the I.D. of the sewer main for trench width, whether in rock or in a combination of rock and earth. In addition, only Rock Excavation as defined above will be included in the measurement for a particular vertical and/or horizontal profile (i.e., soil or soil/rock material overlaying, intermixed with, or underlying solid rock will not be included), even if a rock trencher is utilized for the area of removal in question.

Rock Excavation by the directional boring method shall be paid for at the contract unit price per cubic yard determined by measuring/estimating the average volume (diameter of rock cutter & estimated length of rock) of the rock removal. However, the OWNER will pay for no more than 1.3 times the diameter of the pipe. In addition, only Rock Excavation as defined above will be included in the measurement for a particular vertical and/or horizontal profile (i.e., soil or soil/rock material overlaying, intermixed with, or underlying solid rock will not be included), even if a rock cutter is utilized for the area of removal in question.

Once the quantity for rock excavation for a particular area has been measured in the field and submitted by the CONTRACTOR and approved for payment by the OWNER, the CONTRACTOR waives any and all rights to request a change in the quantity in the future.

### **32.17. DEWATERING**

The CONTRACTOR shall, at all times, during construction, provide and maintain ample means and devices with which to promptly remove and properly dispose of all water entering the excavation in a manner that will keep the excavation dry and foundation bearing areas undisturbed until the structure is complete and all backfill has been placed. No extra compensation for dewatering or drainage necessary to meet this specification will be allowed.

Sumps, if used, shall be located outside of load bearing areas and at such distance that the bearing surfaces will not be damaged. Water containing silt in suspension shall not be pumped into any sewer lines or discharged to state waters.

If well pointing or the installation of temporary drains are required to complete the work, they shall be provided by the CONTRACTOR.

### **32.18. TRENCH PROTECTION**

Trench protection shall be in accordance with Section 20-4.03 of the Standard Specifications. Where construction is in close proximity to existing utilities and structures, proper excavation support systems shall be used to prevent any damage caused by excavation.

The CONTRACTOR shall furnish, install and remove all shoring, bracing, sheet piling, shielding, or other required work necessary to retain banks of excavation, prevent cave-in of adjacent ground, and support and prevent displacement of adjacent structures of piping. All trench protection shall be maintained in good condition and removed when no longer required. The CONTRACTOR shall make good any injury or damage resulting from failure of the shoring system or from not observing these requirements.

The CONTRACTOR is responsible for obtaining and the cost of an Illinois Licensed Professional Engineer to design trench protection per any State, Local, or per OSHA requirements. The price shall be included in the Contract Price.

### **32.19. SEWER MAIN BACKFILL**

#### A. GENERAL

##### 1. RIGID PIPE (DUCTILE IRON, CAST, CONCRETE, VCP, STEEL)

All Rigid Pipe shall be installed using Class B Bedding and Encasement per ASTM C12 summarized in below.

##### 2. FLEXIBLE PIPE (HDPE, PVC, PE)

All Flexible Pipe shall be installed using Class II Bedding and Encasement per

ASTM D2321 summarized in below.

## B. TERMINOLOGY

### 1. FOUNDATION

As needed or required due to soft or unstable soils. The depth and backfill material shall be designed by a third-party soil consultant.

### 2. BEDDING

The depth shall be as shown on the plans. The material shall be based on backfill method used described below for rigid or flexible pipe.

### 3. HAUNCH ZONE

This zone begins at the bottom of the pipe to the springline of the pipe. The material shall be based on backfill method used described below for rigid or flexible pipe.

### 4. PIPE ZONE

This zone goes from the springline of the pipe to a height above the pipe as shown on the plans. The material shall be based on backfill method used described below for rigid or flexible pipe.

### 5. TRENCH ZONE

This zone begins at the top of the Pipe Zone and extends to the Surface Zone as shown on the plans. The material shall be based on type of existing surface and Section 32.20 below.

### 6. SURFACE ZONE

This zone begins at the top of the Trench Zone to finished grade. The depth as shown on the plans. The material shall be based on type of existing surface and Section 32.20 below.

### 7. SUITABLE INITIAL BACKFILL MATERIAL

Finely divided material free of debris; organic material; frozen material; and stones and clods larger than 3" in any dimension.

### 8. NOTE 1

Sufficient crushed stone or Select Granular Backfill shall be placed so that the bedding extends to a horizontal plane at the selected top of that layer of material.

## C. BACKFILL CLASS A FOR RIGID PIPE

### 1. FOUNDATION

See 32.19.B.1

### 2. BEDDING AND HAUNCH ZONE

Shall be concrete with a thickness below the pipe a minimum of 4 inches, or diameter divided by 4, or as shown on the plans, whichever is greater. The width shall be a minimum of 4 inches on each side or diameter divided by 4 on each side, whichever is greater. It shall also include welded wire mesh near bottom of pipe.

3. PIPE ZONE

Select Granular Backfill and per Section 32.19.B.8.

D. BACKFILL CLASS B FOR RIGID PIPE

1. FOUNDATION

See 32.19.B.1

2. BEDDING AND HAUNCH ZONE

Shall be Select Granular Backfill and Note 1. with a thickness below the pipe a minimum of 4 inches or diameter divided by 8, or as shown on the Drawings, whichever is greater.

3. PIPE ZONE

The material shall be Suitable Initial Backfill Material and per Section 32.19.B.8.

E. BACKFILL CLASSES IA, IB, II, III FOR FLEXIBLE PIPE

1. FOUNDATION

See 32.19.B.1

2. BEDDING AND HAUNCH ZONE

Shall be Select Granular Backfill and Note 1. with a thickness below the pipe a minimum of 4 inches or diameter divided by 8, or as shown on the plans, whichever is greater.

3. PIPE ZONE

The material shall be Select Granular Backfill and per Section 32.19.B.8.

F. TRENCH ZONE ALL BACKFILL CLASSES FLEXIBLE AND RIGID PIPE

- a. Improved Surface – Select Granular Backfill.
- b. Unimproved Surface within two feet of improved surface - Select Granular Backfill.
- c. Unimproved Surface - Excavated material free of rocks or stones larger than 3” in any dimension, debris, frozen material, and organic material.

G. SURFACE ZONE ALL BACKFILL CLASSES FLEXIBLE AND RIGID PIPE

- a. Improved Surface – Select Granular Backfill and/or surface replacement per Section 1.
- b. Unimproved Surface within two feet of improved surface – Existing top soil free of rocks or stones larger than 3” in any dimension, debris, frozen material, and organic material.
- c. Unimproved Surface – Existing top soil free of rocks or stones larger than 3” in any dimension, debris, frozen material, and organic material.

## H. PAYMENT

### 1. FOUNDATION

Rock Material will be incidental to the Contract Price.

### 2. BEDDING, HAUNCH ZONE, AND PIPE ZONE

Incidental to the Contract Price including disposal of any excavated material.

### 3. TRENCH ZONE

a. Improved Surface – This backfill will be incidental to the Contract Price.

b. Unimproved Surface within two feet of improved surface – This backfill will be incidental to the Contract Price.

c. Unimproved Surface - Incidental to the Contract Price including disposal of any excavated material.

### 4. SURFACE ZONE

a. Improved Surface – Surfaces paid per Section 32.21 and including disposal of any excavated material.

b. Unimproved Surface - Incidental to the Contract Price including disposal of any excavated material.

## **32.20. UNSUITABLE BACKFILL MATERIAL**

Where there is a deficiency of suitable backfill material due to a rejection of part or all of the excavated material as unsatisfactory for backfill purposes, the CONTRACTOR shall furnish satisfactory backfill material wasted from trench excavation in other locations or from other sources furnished by the CONTRACTOR.

The CONTRACTOR shall be responsible for disposal (hauling away) of any/all unsuitable backfill material that may not be utilized on the job site. The CONTRACTOR has five (5) working days from original excavation to remove the unsuitable backfill material off site. If after this period of time the unsuitable backfill material is not removed from the site, the OWNER has the right to hire an outside agency to remove the unsuitable backfill material in a timely manner and these costs shall be withheld per Article 15.E of the General Conditions of these Specifications.

Backfill furnished and work performed (including disposal operations) under these circumstances shall be incidental to the Contract Price, as determined by measurement in the field with maximum trench width as specified on the Drawings and excluding the following areas, bedding, haunch zone and pipe zone.

## **32.21. SURFACE REPLACEMENT**

### **A. GENERAL**

Restoration of surfaces shall include the removal of the existing surface, the disposal of surplus material, and the construction of new surfaces as indicated on the plans or specifications. The type of surface restoration required shall be shown on the plans.

The maximum trench width shall be as follows:

Five (5) feet deep and less, without protection -twelve (12) inches on each side of pipe

Five (5) feet deep and less, with protection -twenty-four (24) inches on each side of pipe

Greater than five (5) feet – twenty-four (24) inches on each side of pipe

### **B. UNIMPROVED SURFACE**

#### **1. GENERAL**

Where sewer mains are crossing open areas where early settlement is not critical, backfill shall be made by any acceptable method which will not dislodge or damage the pipe or cause bridging action in the trench. Excavated material or material from other sources furnished by the CONTRACTOR. Excess material shall be neatly rounded over the top of the trench as directed by the ENGINEER to allow for settlement of the trench. In final cleanup operations, the CONTRACTOR shall reshape the surface to level out any uneven settlement that has occurred.

#### **2. PAYMENT**

Payment backfill is incidental to the Contract Price.

### **C. REMOVAL OF PAVEMENT, SIDEWALK, DRIVEWAY, AND CURB**

#### **1. GENERAL**

Wherever the pipe is located along or across an improved surface, the width of the trench shall be held as nearly as possible to the maximum width specified above in section 32.21.A. Where brick or concrete pavement, sidewalk, driveway or curbing is cut, the width of the cut shall exceed the actual width of the top of the trench by twelve (12) inches on each side or a total of two (2) feet. Exposed surfaces of Portland cement, oil and chip surface, asphalt, or asphaltic concrete shall be cut with a pavement saw before breaking. Care shall be taken in cutting to insure a straight joint is sawed.

#### **2. PAYMENT**

Work under this section is incidental to the Contract Price.

### **D. TEMPORARY SURFACE HOT MIX ASPHALT PAVEMENT OR BITUMINOUS TREATED SURFACE**

#### **1. GENERAL**

Wherever pipes are constructed under traveled roadways, driveways, sidewalks, or other traveled surfaces, a temporary surface shall be placed over the top of the excavation within one week. The temporary surface shall be 6-inches of "Cold Patch". The top of the temporary surface shall be smooth and meet the grade of the adjacent undisturbed surface. The temporary surface shall be maintained at the CONTRACTOR'S expense until final restoration of surface is completed as specified. The CONTRACTOR is required to inspect all temporary surfaces every Friday and after all rains. The temporary surfacing shall be required over the entire width of the excavation but any width in excess of the specified width shall not be used in computing payment quantities.

2. MEASUREMENT

Except as otherwise shown on the plans or directed by the ENGINEER, payment quantities for temporary surfaces shall be measured based off the actual or maximum width shown on the Drawings, whichever is less. Where the items are at a greater distance from the trench, any damage shall be replaced at the CONTRACTOR'S expense.

3. PAYMENT

Cost of furnishing, placing and maintaining and removing the rock surface as described will be incidental to the Contract Price.

E. TRENCH INSTALLED UNDER ROCK DRIVEWAY, ROAD, AND PARKING LOT

1. GENERAL

Wherever pipes are constructed under rock roadways, driveways, sidewalks, parking lots, or other rock surfaces, the Surface Zone shall be filled with Compacted Rock Backfill. The top of the trench surface shall be smooth and meet the grade of the adjacent undisturbed surface. The CONTRACTOR is required to inspect and add Compacted Rock Backfill, as required, every Friday and after all rains. The temporary surface shall be maintained at the CONTRACTOR'S expense until the end of the warranty period.

2. MEASUREMENT

Measurement for payment purposes will be computed by using the actual length, width, (maximum width as specified in the plan details) and 6-inches of depth of the trench for which rock surface is placed.

3. PAYMENT

Cost of furnishing, placing and maintaining and removing the rock surface as described will be incidental to the Contract Price.

F. REPLACEMENT OF PERMANENT TYPE PAVEMENT, SIDEWALKS, CURBS, GUTTERS, AND STRUCTURES

1. GENERAL

The CONTRACTOR shall restore (unless otherwise specified or ordered by the ENGINEER) all permanent type pavements, sidewalks, driveways, curbs, gutters,

shrubby, fences, poles and other property and surface structures removed or disturbed during or as a result of construction operations to a condition which is equal in appearance and quality to the condition that existed before the WORK began. The surface of all improvements shall be constructed of the same material and match in appearance the surface of the improvement which was removed.

## 2. P.C. CONCRETE PAVEMENT SURFACE

Where the existing pavement surface is Portland Cement Concrete, The pavement replacement shall consist of ten (10) inch unreinforced P.C. concrete pavement unless otherwise indicated on the plans. The ENGINEER can choose to match existing concrete thickness and reinforcement and require the new surface to be “doweled” to existing concrete pavement. Portland Cement concrete shall conform to the applicable provisions of these specification and shall have a compressive strength of thirty-five hundred (3,500) pounds per square inch at twenty-eight (28) days. Construction methods for Portland Cement Concrete pavement shall conform to the current requirements of the "Standard Specifications for Road and Bridge Construction" of the IDOT for Portland Cement Concrete pavement. Pavement joints in the replacement surface shall conform to and match the joints in the adjacent pavement area.

## 3. HOT MIX ASPHALT PAVEMENT SURFACE – RIGID BASE

Where the existing pavement surface is hot mix asphalt and the base consists of a rigid material such as brick, Portland Cement Concrete, soil cement, natural cement or a combination of these materials, the base replacement shall consist of eight (8) inch (200 mm) Portland Cement concrete base course unless otherwise indicated on the plans. Portland Cement concrete shall conform to applicable provisions of these specifications and shall have a compressive strength of thirty-five hundred (3,500) pounds per square inch at twenty-eight (28) days. Construction methods for Portland Cement Concrete base course shall conform to the current requirements of the "Standard Specifications for Road and Bridge Construction" of the IDOT for Portland Cement Concrete base course. The surface replacement shall consist of a bituminous prime coat and two (2) layers one and one half (1-1/2) minimum thicknesses totaling a three (3) inch minimum thickness hot mix asphalt surface course conforming to the IDOT current "Standard Specifications for Road and Bridge Construction" for Hot Mix Asphalt Surface Course. The CONTRACTOR shall submit a mix design to the ENGINEER for approval. The mix design shall have been used and approved on an IDOT project. The ENGINEER can choose to match existing concrete thickness and reinforcement and require the new surface to be “doweled” to existing concrete pavement and minimum (2) layers of Hot Mix Asphalt meeting existing thickness.

This work shall be completed within two weeks of disturbance if HMA is available, otherwise see 32.21.D, unless OWNER agrees in writing with CONTRACTOR to wait till end of the project.

## 4. HOT MIX OR BITUMINOUS TREATED SURFACE OVER A FLEXIBLE BASE.

Where the existing pavement is hot mix asphalt or bituminous surface treatment and the base consists of a flexible material such as gravel or crushed stone, the base

replacement shall consist of a minimum of eight (8) inch compacted thickness of material unless otherwise indicated on the plans and shall conform to either one of the following course aggregate materials as described in the IDOT "Standard Specifications for Road and Bridge Construction."

- a. CA6
- b. CA9
- c. CA10

Placing and compacting of the base course material shall conform to the methods described in the above-referenced specifications for aggregate base course. The surface replacement shall consist of a bituminous prime coat and a two (2) layer hot mix asphalt surface plant mix totaling three (3) inches in thickness conforming to the IDOT "Standard Specifications for Road and Bridge Construction".

This work shall be completed within two weeks of disturbance if HMA is available, otherwise see 32.21.D, unless OWNER agrees in writing with CONTRACTOR to wait till end of the project.

#### 5. BRICK PAVEMENT SURFACE

Unless otherwise specified, when the existing pavement includes a brick surface, replacement shall consist of ten (10) inches Portland Cement Concrete pavement as previously described. When actual brick pavement is specified, it shall consist of the following:

An eight (8) inch Portland Cement Concrete base reinforced unless otherwise indicated on the plans. Portland Cement Concrete shall conform to applicable provisions of these specifications and shall have a compressive strength of thirty-five hundred (3,500) pounds per square inch in twenty-eight (28) days. Construction methods for Portland Cement Concrete base shall conform to the current requirements of the IDOT's "Standard Specifications for Road and Bridge Construction" for Portland Cement Concrete base course.

A three-fourth (3/4) inch sand cushion.

Brick wearing surface. Sound brick which is removed shall be cleaned and reused. When additional bricks are required they shall conform as is reasonably possible, to the color, size and quality of existing brick. Jointing material for brick wearing surface shall be the same as used in the adjacent existing brick surface. The finished surface shall be smooth, well designed, and meet the grade of adjacent existing surfaces.

#### 6. CONCRETE SIDEWALKS, DRIVEWAYS, CURB, CURB AND GUTTER, AND STEPS

Where necessary or shown on the plans, to remove and replace concrete sidewalk, driveways, curb and curb and gutter, replacements shall be made as follows:

Concrete sidewalks, driveways, curbs and curb and gutter shall be replaced with concrete meeting the applicable provisions of these specifications and having a compressive strength of not less than thirty-five hundred (3,500) pounds per square

inch at twenty-eight (28) days. Minimum thickness shall be the greater of existing surface or four (4) inches for sidewalks and six (6) inches for driveways unless otherwise indicated on the Plans. Walks on slopes 10:1 or steeper shall be constructed with steps conforming to the slope. The steps shall have a six (6) inch riser and a twelve (12) inch minimum tread. Public sidewalks shall be replaced with sidewalks and ramps in full compliance with all ADA regulations. CONTRACTOR is responsible for any redesign needs to ensure the replacement sidewalk/s is/are in full compliance with all current ADA requirements including transition to existing sidewalk. This work shall be incidental to the Contract Price. No additional compensation will be allowed. Sidewalks shall be finished to match existing adjacent sidewalk surfaces, unless otherwise specified or directed by the ENGINEER.

Curb or curb and gutter dimensions and cross-sections shall conform, as nearly as possible, with the existing installations. One-half (1/2) inch preformed expansion joints shall be placed at intervals not exceeding fifty (50) feet and at the junctions with existing work or as shown on the plans. This work shall be incidental to the Contract Price.

Concrete mix, reinforcement, base, contraction joints, and curing shall conform to the current requirements of the IDOT's "Standard Specifications for Road and Bridge Construction" for Portland Cement Concrete base course.

#### 7. BRICK SIDEWALKS AND DRIVEWAYS

Brick sidewalks or driveways shall be replaced with brick, using salvaged materials that're in good condition. here shown on the plans, or directed by the ENGINEER, brick sidewalks or driveways shall be replaced with concrete in accordance with Section 32.21.F.6, in which case payment shall be made at the unit prices bid for concrete sidewalk or driveway replacement.

#### 8. MEASUREMENT

Removal and replacement of permanent pavements, driveways, and sidewalks will be measured for payment in square yards.

Removal and replacement of curb, or curb and gutter, crossing a pipe will be measured for payment in feet. The length will be measured along the flow line of the curb, or curb and gutter, and will be limited to the distance specified in Section 32.02.A.

Except as otherwise shown on the plans or directed by the ENGINEER, payment quantities for sidewalk; driveways; pavement; curb; and curb and gutter shall be measured based off the actual or maximum width shown on the Drawings, whichever is less. Where the items are at a greater distance from the trench, any damage shall be replaced at the CONTRACTOR'S expense. Where sidewalk parallel to a proposed pipe line is to be removed and replaced, the ENGINEER will determine the extent of such removal and replacement. The CONTRACTOR may elect to construct the conduit in a tunnel with the approval of the ENGINEER. In such an event, he/she shall be compensated by payment of the amounts of driveways, sidewalks, or curbs and gutters which would have been measured for payment had open cut methods been employed.

## 9. PAYMENT

Payment for "Removal and Replacement of Permanent Type Pavements and Driveways" will be incidental to the Contract Price. Payment for removal and replacement of concrete or brick sidewalk will be incidental to the Contract Price. Payment for removal and replacement of concrete curb or concrete curb and gutter will be incidental to the Contract Price.

### **32.22. LANDSCAPING**

#### A. GENERAL

The CONTRACTOR shall be responsible for the repair of any damage to structures or equipment resulting from landscaping operations, and shall remove excess soil and other debris from the site before final acceptance of the project.

The CONTRACTOR is responsible for keeping all plants in good growing condition until final acceptance of the project, including watering as necessary for seed germination and continued plant growth. Non-potable water may be used.

Plants that die before final acceptance must be replaced. The cost of replacement plants shall be borne by the CONTRACTOR except for replacement for loss from vandalism or physical damage by animals, fire, etc., or losses due to "Acts of God".

#### B. PERMANENT SEEDING EXCLUDING SOD

The work shall consist of furnishing all labor, equipment, and materials for seeding a permanent grass mixture on all road ditches, structure sites, permanent pasture, and all Crop Reduction Plan acreage within the work area limits which are disturbed during completion of work. The surfaces of earthen embankments shall also be seeded when necessary. Permanent seeding shall be completed within 60 days of connection of homes. Failure to meet these guidelines will result in Liquidated Damages being assessed against the CONTRACTOR, at the established daily rate.

##### 1. FERTILIZER

The CONTRACTOR can choose to either:

- a. Take a minimum of one soil sample for every 1000 lineal feet of sanitary sewer main installed to be tested by the Soil and Water Conservation to determine the amount of fertilizer actually needed at the CONTRACTOR's expense.
- b. Add fertilizer in the amounts listed in the following paragraphs.

Immediately prior to seeding preparation, fertilizer shall be placed over the areas to be seeded. The fertilizer shall be a complete commercial fertilizer of organic base containing, in available form by weight, 6% Nitrogen, 12% Phosphorous, and 12% Potash. It shall be free flowing and suitable for application with approved equipment, delivered to the site in bags or other convenient containers, each fully labeled with the following:

- c. Name and address of manufacturer.

- d. Name brand or trademark.
- e. Number of net pounds of ready mixed materials in the package.
- f. Chemical composition of analysis.
- g. Producer's guarantee of composition.

Fertilizer shall be evenly distributed with an approved mechanical spreader at a rate of 500 pounds per acre.

If a heavy or long rain (as judged by the ENGINEER) should fall on the plant site after fertilizer has been applied but before the seedbed has been prepared, the CONTRACTOR shall re-fertilize those areas affected, at no additional compensation.

## 2. SEEDBED PREPARATION

All gullies, rills, and washes shall be filled to conform to the desired shape and the entire area to be seeded shall be reasonably smooth before actual seedbed preparation is begun. Stones larger than four (4) inches in diameter, sticks, stumps, and other debris will be removed. At this point, the required fertilizer shall be applied uniformly. Immediately after application of the fertilizer, the area to be seeded shall be finely pulverized to a minimum depth of three (3) inches, either by spading and raking or by plowing, discing, harrowing, or other methods approved by the ENGINEER. The CONTRACTOR shall suspend operations when the soil is too wet, too dry, frozen or otherwise untillable. Seeded areas shall not be compacted through their use for such purposes as access roads or parking areas after seedbed preparation is completed. If rain should pack the seedbed prior to seeding, it shall be prepared again at no additional compensation.

## 3. SEED

Seeding shall be done immediately after seedbed preparation. The seed shall be applied at a uniform rate over the entire area. Grass seed shall be fresh, clean, and new crop seed composed of the following varieties mixed in the proportion by weight as shown, and testing the minimum percentages of purity and germination indicated. All seed used shall be labeled in accordance with U.S. Department of Agriculture Rules and Regulations under the Federal Act in effect at the time of the installation of the work involved under seeding operations. All seed shall be furnished in sealed standard containers. Seed may be mixed by dealer or by an approved method on the site. Weed seed shall not exceed .35% by weight of the total amount supplied. If seed is mixed on the site, dealer's guaranteed analysis for each variety must be furnished. Individual varieties must be delivered in separate unopened original containers should the CONTRACTOR desire to mix the seed on the site.

The mixture of grass seed used for seeding areas flatter than 3:1 slopes shall consist of the following proportions by weight per acre:

| <u>Name</u>        | <u>Lbs<br/>Per Acre</u> | <u>Percent<br/>Purity</u> | <u>Percent<br/>Germination</u> |
|--------------------|-------------------------|---------------------------|--------------------------------|
| Turf Type Fescue   | 75                      | 98                        | 85                             |
| Perennial Ryegrass | 20                      | 98                        | 90                             |

Areas with slopes 3:1 or steeper shall have an additional seeding of the following kind and quantity of seed:

| <u>Name</u>        | <u>Lbs<br/>per acre</u> | <u>Percent<br/>Purity</u> | <u>Percent<br/>Germination</u> |
|--------------------|-------------------------|---------------------------|--------------------------------|
| Perennial Ryegrass | 30                      | 98                        | 90                             |

The mixture of grass seed used for seeding the inside area of the earthen water retaining structures shall consist of the following proportions by weight per acre:

| <u>Name</u>       | <u>Lbs<br/>per acre</u> | <u>Percent<br/>Purity</u> | <u>Percent<br/>Germination</u> |
|-------------------|-------------------------|---------------------------|--------------------------------|
| Reed Canary Grass | 15                      | 98                        | 90                             |
| Tall Fescue       | 15                      | 98                        | 90                             |

#### 4. SEEDING MATERIALS

No seed shall be sown during high winds or when the ground is not in proper condition for seeding (as judged by the ENGINEER). The ENGINEER shall examine and approve any equipment to be used. Prior to starting work, seeders shall be calibrated and adjusted to sow seeds at the proper seeding rate. The ENGINEER shall be notified 48 hours prior to beginning the seeding operations so the trial seeding runs can be made to insure the proper seeder calibration.

Within 12 hours after seeding, the area shall be rolled at right angles to the runoff with an approved type roller or cultipacker to compact the seedbed and place the seed in contact with the soil.

#### 5. MULCHING

Immediately after rolling of the seedbed, mulch shall be applied to all the earthen embankments, road ditches, drainage swales and any slopes of 3:1 or steeper. Mulching will not be required on the remaining areas of the site. Mulch shall be straw of wheat, rye, oats, or other approved stalks and shall be air dried. Hay will not be permitted. Mulch shall be hand or machine applied in loose enough layers to permit air to circulate but compact enough to reduce erosion. If baled mulch is used, care shall be taken that the material is in a loosened condition and contains no lumps or knots of compacted material.

#### 6. WATERING

Immediately after the seeding operation is complete, the CONTRACTOR shall maintain a daily sprinkling schedule of several hours until such time as the seed commences to grow. Sprinklers approved by the ENGINEER will be used. Dosing with open ended or nozzled hoses will not be permitted.

#### 7. RESEEDING AND MAINTENANCE

Seeding operations shall be repeated until a satisfactory uniform stand of grass is secured. Damage resulting from erosion, gulleys, washouts, or other causes shall be repaired by filling with topsoil, tamping, refertilizing and reseeding by the CONTRACTOR at no additional compensation. The CONTRACTOR shall mow and maintain all seeded areas until final acceptance of the project.

## 8. CROP REDUCTION PLAN (CRP) SEEDING

The CONTRACTOR shall contact the local NRCS office and receive approval of grass seed and fertilizer mixtures prior to placing any seed or fertilizer on any CRP land.

## C. TURFGRASS SOD

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## D. PLANTING

### 1. GENERAL

Planting shall be as specified in the Illinois Standard Specifications for Road and Bridge Construction except as amended herein. In case of conflict with the Standard Specifications for Road and Bridge Construction, the more stringent specification will be followed.

Ball rooted plants are designated BR, and balled and bur-lapped plants B&B. When plants of the kinds or sizes specified are not available within a reasonable distance, substitutions may be made upon request by the CONTRACTOR, if approved by the OWNER or the ENGINEER. Plants larger than specified in the plant list may be used if approved by the ENGINEER, but the contract unit price may not be increased. If larger plants are approved, the spread of roots or ball of earth shall be increased in proportion to the size of the plant.

### 2. FERTILIZING

Fertilizing shall conform to the Standard Specifications for Road and Bridge Construction, and shall contain six (6) percent Nitrogen, twelve (12) percent Phosphorous, and twelve (12) percent Potash by weight.

### 3. PLANTING MATERIALS

Materials used for planting trees shall be as follows:

- a. Bracing - materials used for staking, bracing, or guying shall conform to the Standard Specifications except as amended herein. Buying and staking trees shall be done as directed by the ENGINEER.
- b. Hose - Hose, if used, shall be two-ply fiber-bearing garden hose, not less than one-half (½) inch inside diameter.
- c. Wrapping Material - Wrapping material shall be first quality, heavy waterproof crepe paper manufactured for tree wrapping.
- d. Mulch - Mulch shall be wood chips or ground bark.

### 4. PRUNING

Each tree and shrub shall be pruned in accordance with AAN Standards of the Standard Specifications for Road and Bridge Construction.

## 5. MAINTENANCE

Plant care shall be in accordance with the Standard Specifications for Road and Bridge Construction and as specified herein. The CONTRACTOR shall be responsible for maintenance of each plant immediately after planting until final acceptance of the project.

### **32.23. EROSION CONTROLS**

The NPDES General Permit Number ILR10 for Construction Site Activities governs the erosion protection practices of this work. The OWNER will submit to the Illinois Environmental Protection Agency a Notice of Intent (NOI) for the General Permit to Discharge Storm Water from Construction Site Activities. The CONTRACTOR shall be responsible for implementation and maintenance of all erosion control measures necessary.

In addition to the erosion control measures shown on the Drawings, the requirements of the NPDES Permit and the SWPPP, the CONTRACTOR shall exercise all precautions and take whatever measures necessary to prevent soil erosion. Earthwork operations shall be planned so that the exposure of bare soil is minimized, both as to extent and duration. The CONTRACTOR will be responsible for installing and maintaining the erosion control measures as specified on the Drawings and as necessitated by field conditions and construction methods. Erosion control measures shall generally adhere to the SWPPP and this Section. Payment for the erosion control measures implemented will be at the CONTRACTOR'S unit bid price for the BMP installed as described in these specifications. Additionally, maintenance of the erosion control measures, as required by the NPDES permit and outlined in the SWPPP will be incidental to the total Contract Price. If, in the judgment of the OWNER or ENGINEER, the CONTRACTOR disturbs more land than is necessary for the associated work, they shall install erosion control measures in that area in accordance with the SWPPP at no additional cost to the OWNER.

If, in the opinion of the OWNER or ENGINEER, excessive soil erosion is occurring due to construction methods or other factors that are controllable by the CONTRACTOR, the CONTRACTOR shall immediately remedy the problem under the ENGINEER'S direction. Remedial measures may include, but not be limited to the following: installation of pre-manufactured ditch checks, installation of drainage ditch checks, silt retention fences, construction of temporary sediment ponds, reseeding, intermediate mulching, regrading, and removal of earth stockpiles. In such instances, all remedial measures required to prevent soil erosion and the associated maintenance of such measures shall be incidental to the total Contract Price. Any and all fees, additional inspection costs, and fines received by the OWNER regarding NPDES noncompliance for this project will be passed to the CONTRACTOR and is incidental to the Contract Price.

#### A. TRENCH STABILIZATION

When slopes exhibit excessive erosion, and as directed by the ENGINEER or OWNER or as shown on the Drawings, and described in the SWPPP, erosion checks shall be installed at necessary intervals to prevent ditch washout.

Erosion control shall be of the following types and payment will be as indicated:

1. RIPRAP BERM

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2. DIRT BERMS (A SHALLOW DAM OF DIRT 18" H X 24" W X 15' L)

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3. MULCH, STRAW, OR SOME OTHER MATERIAL APPROVED BY THE ENGINEER

Shall be spread on disturbed surface to provide protection for uncompacted earth, and shall be incidental to the Contract Price.

4. PRE-MANUFACTURED DITCH CHECKS

GeoRidge shall be installed perpendicular to the trench or ditch as per the manufacturer's recommendations, including the toed in erosion control blanket (erosion control blanket used here shall be incidental to the bid price for ditch checks); straw wattles can be used in lieu of the pre-manufactured check dams (see Straw Wattles below). A sufficient number of check dams or wattles shall be supplied to serve as a sediment control for the entire width of the trench or ditch. The CONTRACTOR will be paid the unit bid price for each ditch check regardless of the number of check dams/sections or straw wattles needed.

5. SILT FENCE

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6. STRAW WATTLES

Straw wattles (rolled erosion control products) shall be trenched in and staked per manufacturers' recommendations. Where straw wattles are used as ditch checks they shall be spaced so the low point of the wattles is equal to the toe of the upstream wattle. The wattle shall extend up the side slope a minimum of 6" above the low point of the wattle. Straw wattles shall be paid at the CONTRACTORS unit bid price.

7. URETHANE FOAM GEOTEXTILES (TRIANGULAR SILT DIKE)

Where indicated on the plans a Triangular Silt Dike shall be installed (toed in and stapled) per manufacturers' recommendations. Where indicated on the plans or as needed a triangular silt dike shall be placed adjacent to the terminus of the disturbed portion of a ditch. This type of placement is intended to act as a sediment basin. The silt dike shall extend to the top of the side slopes or 6" above the lowest point of the dike. All necessary triangular silt dikes will be paid for as set forth in the CONTRACTOR'S unit bid prices.

8. TEMPORARY SEEDING

Temporary seeding of the trench lines may be used to control erosion provided the temporary seeding activity corresponds with effective seeding/germination time periods. Where temporary seeding is shown on the Drawings for ditch crossings, either with other erosion control measures or as a standalone measure, the CONTRACTOR shall bid a price for EACH site. The CONTRACTOR shall visit each site as necessary to determine the amount of material and labor required. The

CONTRACTOR'S bid price for each site shall hold true if additional sites are added during construction. Where temporary seeding is required due to slopes in pastures and timbers, the temporary seeding shall be incidental to the Contract Price. Temporary seeding that is paid per lineal foot must be approved by the ENGINEER.

#### 9. INLET PROTECTION

Culverts and storm sewer inlets must have sediment control in place before disturbing land surfaces UPSTREAM. Inlet protection shall be either straw wattles or silt fence style as appropriate for sediment control for the specific field condition. All necessary inlet protections will be paid for as set forth in the CONTRACTOR'S unit bid prices.

### B. SLOPE STABILIZATION

Where slope stabilization cannot be maintained due to steepness of the grade and/or physical limitations encountered (flowing water at ditch crossing), erosion controls shall be installed as directed by the ENGINEER and/or as shown on the Drawings and described in the SWPPP:

#### 1. RIPRAP

Shall be six (6) inches in depth (sized and placed as described in Section 32.05 B.), covering the entire slope. Where riprap is required, the riprap shall be incidental to the Contract Price. Riprap that is paid per cubic yard must be approved by the ENGINEER and/or RPR.

#### 2. EROSION CONTROL BLANKET

Shall be constructed of 70% agricultural straw, 30% coconut fiber, encased between two natural fiber, biodegradable nets installed per the manufacturer's recommendation. This blanket is to be used where riprap is not an option. Erosion blanket is to be North American Green SC 150 BN, or equal. Placement of erosion blanket will be paid at the CONTRACTOR's unit bid price per lineal foot of along sewer main or lateral (gravity or force), except when used with Geo Ridge ditch check. The erosion control blanket shall be incidental to the Geo Ridge ditch check

#### 3. STRAW WATTLES

Straw Wattles shall be installed per manufacturers' recommendation for trenching and staking in place. The wattles shall follow contours and be properly spaced. Where wattles are placed to contain sediment from runoff from slopes, hills, berms, or spoil piles, place the wattles along the contour of the slope, the base of the slope, or as shown on the Drawings and as necessary to prevent loss of sediment. Straw wattles shall be incidental to the Contract Price.

#### 4. TEMPORARY SEEDING

Temporary seeding of the trench lines may be used to control erosion provided the temporary seeding activity corresponds with effective seeding/germination time periods. Where temporary seeding is required due to slopes in pastures and timbers, the temporary seeding shall be incidental to the Contract Price. Temporary seeding that is paid per lineal foot must be approved by the ENGINEER.

## C. PERIMETER PROTECTION

Where required by the site and/or construction practices, and as shown on the Drawings and described in the SWPPP, perimeter protection measures shall be implemented to prevent the migration of sediment off site.

### 1. SILT FENCE

Shall be installed per the NRCS specifications and shall be placed along slopes or the perimeter of the property as necessary to prevent loss of sediment. Silt fence shall be incidental to the contract.

### 2. STRAW WATTLES

Straw wattles (rolled erosion control products) shall be trenched in and staked per manufacturers' recommendations. Straw Wattles when used as other than ditch checks shall be incidental to the Contract Price.

### 3. TEMPORARY SEDIMENT BASINS

Where indicated on the plans a triangular silt dike shall be installed (toed in and stapled) per manufactures' recommendations. Where indicated on the plans or as needed a triangular silt dike shall be placed adjacent to the terminus of the disturbed portion of a ditch. This type of placement is intended to act as a sediment basin. The silt dike shall extend to the top of the side slopes or 6" above the lowest point of the dike. Silt dikes used as a "sediment basin" shall be paid at the CONTRACTOR's unit bid price for triangular silt dike.

Additional erosion control practices may be used with prior approval from the ENGINEER and OWNER. Payment for additional erosion control practices will be negotiated as necessary. Maintenance of all erosion control BMP's must be in accordance with the NPDES permit and the SWPPP (See above in Section 32.23) and shall be incidental to the contract prices.

**INSTALLATION OF SEWER MAIN AND APPURTENANCES**

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# **INSTALLATION OF SEWER MAIN AND APPURTENANCES**

## **Section 42**

### **42.01. SCOPE OF WORK**

The work to be performed under this section shall include all materials, labor, equipment, and all other facilities necessary for the installation of the sewer mains by the trench method and for the installation of appurtenances as shown on the Drawings and/or herein specified.

Backfilling operations at fittings, valves, and connections to manholes or other structures shall not occur until all materials and work have been viewed by the OWNER, ENGINEER, or the Resident Project Representative.

No wood shall be allowed in the trench to shim or block out the sewer main, control the bend of a pipe, or discarded in the trench.

### **42.02. CONSTRUCTION METHODS**

Construction methods recommended in the current edition of the Standard Specifications for Water and Sewer Main Construction in Illinois, as far as applicable, shall be followed. In case of conflict with the Standard Water and Sewer Specifications, the more stringent specification will be followed. Installation methods shall also conform to the manufacturer's recommendations for the type of pipe being installed, unless specified differently in this Section. All construction and installation shall also comply with the most recent version of the Illinois State Plumbing Code.

For material specifications to the material type of sewer main, fittings, and appurtenances to be utilized, refer to Section 52 "Piping and Appurtenances" of these Specifications.

### **42.03. PIPE LAYING**

#### **A. General**

HDPE and/or PVC Water Quality pipe installed for use as force main shall be clearly labeled/marked as sanitary sewer force main, either by color or label installed every 4 feet on the force main.

Pipe laying, jointing, and testing for sewer pipe shall be as specified in Section 31 of the Standard Water and Sewer Specs except as herein supplemented or modified:

In addition to the requirements called for in Section 31-1.01 of the Standard Specifications, the following shall apply:

The locations of the sewers, conduits, and structures, as shown on the Drawings, have been selected to provide the least possible interference with, or the crossing of, existing utilities. The OWNER reserves the right to make minor variations in the location of these items during construction, to make any change or differing conditions discovered during

construction, and no additional payment will be allowed the CONTRACTOR for such shifts in alignment.

Only competent persons at laying sewer main pipe shall be employed on this phase of the work, and complete suitable equipment necessary for the execution of same is required. Any incompetency observed by the OWNER must be removed at their request, and where improper equipment or lack of same appears to be impairing the quality or speed of the work, such adjustments in same shall be made to the OWNER's satisfaction.

The pipe, structures, fittings, and valves shall be placed in the trench with care. Under no circumstances shall pipe or other materials be dropped or dumped into the trench. The pipe shall not be dragged in a manner which would cause scratching on the surface of the pipe and will be considered cause for rejection. Pipe shall be installed in accordance with the manufacturer's recommendations, and with the Standard Water and Sewer Specs.

Polyethylene encasement shall be used to wrap the ductile iron pipe prior to installation. See Section 52.03.D. for specifications on the polyethylene encasement.

#### B. Bypass Pumping

The CONTRACTOR shall be responsible for design, installation, and maintenance of bypass pumping during sanitary sewer construction operations if required. Design, maintenance plan, and equipment shall be submitted for review and approval of ENGINEER.

#### C. Pipe Cleaning During Laying Operation

The pipe shall be kept clean during and after laying. At the termination of pipe laying, the open end of the pipeline shall be closed off by a suitable cover until laying operations are resumed. All dirt, debris and moisture shall be removed from the surfaces to be jointed.

If dirt or dust has been introduced into the length of pipe, a thorough cleaning of the pipe shall be done just before the joint of pipe is installed. At this time, a visual check shall be made by placing the pipe in an inclined position to assure that all foreign matter and dirt is removed from the inside of the pipe.

#### D. Inspection of Material During Construction

Any materials not meeting the specifications, or obviously faulty material, shall be rejected by the ENGINEER and removed from the job site by the CONTRACTOR. When ordered by the ENGINEER, joints may be cut from the pipeline for inspection. All ductile iron installation, **whether pipe or fittings**, shall be reviewed by the RPR before the trench is backfilled. Failure to allow for this observation shall result in the exposing of the pipe for review, and shall be incidental to the contract costs.

#### E. Fluid Tight Joints

Make sure the gasket is not twisted or turned to prevent proper sealing in the groove. Apply the lubricant to the gasket surface and to the spigot end of the pipe. The joint is made by one quick easy motion making sure the guide mark has reached the end of the fitting. For RJ pipe, the CONTRACTOR should then insert the nylon spline through the spline hole in the assembled joint which engages with the spline groove in the pipe end.

F. Breaks in Pipe or Joints

All breaks in pipe and/or joints shall be repaired to the satisfaction of the ENGINEER and at the expense of the CONTRACTOR. The defective pipe or fittings shall be removed and replaced. Repair clamps will **not** be permitted on forced main.

G. Cutting Pipe

Cutting of RJ pipe shall **not** be allowed; only the installation of full length joints shall be allowed.

H. Bed and Cover

The CONTRACTOR shall follow Section 32 of these Specifications.

I. Measurement and Payment

Payment for all work described in this section shall be included in the CONTRACTOR's bid price for the respective sizes of lines, pressure class, depth, and material type, as shown in the Bid Schedule. Measurement in lineal feet shall be made along the centerline of the trench through all valves and fittings, starting and ending at the face of structures.

J. Service Connections

All service connections shall be made by means of tees, tapped couplings, service clamps and other fittings approved by the ENGINEER. The use of solvent weld plastic saddles will not be permitted.

**42.04. UTILITIES ENCOUNTERED**

All utilities, including wiring, light standards, signal lights, sewers, private water lines, buried telephone cable, underground gas lines, etc., affecting the construction of the proposed improvement shall be adjusted at the CONTRACTOR's expense. It shall be the CONTRACTOR's responsibility to determine the exact location of all utilities. All adjustments shall be done as specified by the owner of the utility.

If the CONTRACTOR damages any utility not requiring adjustment, they shall replace or repair it as required by the owner and no additional compensation will be allowed. No attempt has been made on the Drawings to show all utilities or their exact locations. (See Section 15.02 of these specifications.)

The OWNER reserves the right to make minor variations in the location of these items during construction, to make any change or differing conditions discovered during construction, and no additional payment will be allowed to the CONTRACTOR for such shifts in alignment.

**42.05. TESTING OF SEWER MAIN AND EQUIPMENT**

A. Gravity Pipe

All sewers not passing any of the following referenced tests shall be considered unsatisfactory and shall be repaired by the CONTRACTOR at no additional compensation.

All tests and testing equipment, including a pressure gauge with maximum graduations of 0.5 psi and approved by the Resident Project Representative (RPR), shall be provided by the CONTRACTOR at no cost to the OWNER.

When pressure tests are to be conducted, the CONTRACTOR shall have the full test pressure applied to the sewer main segment and verify that the sewer main segment is holding pressure, prior to notifying the RPR to observe the formal pressure test for the duration required. Pressure test observation requests after 3:30 P.M. will be performed the next working day.

RPR shall be present for all testing.

1. Air/Leakage Test

In reference to Section 31-1.12 of the Standard Water and Sewer Specifications, "Testing and Inspection for Acceptance of Sanitary Sewers," **all** (100%) of the wastewater sewers shall be tested for leakage using the pressure air testing method. The time required for a pressure drop from 3.5 to 2.5 PSIG shall not be less than the time specified in the 35 Illinois Administrative Code 370.APPENDIX C Table No. 3 - Air Test Table for Sanitary Sewer Leakage Testing. Air testing shall be incidental to the total Contract Price.

2. Infiltration Test

If approved by the ENGINEER, the infiltration test may be used if the water table is 18 inches or higher above the crown of the pipe and the exfiltration by water test may be used if the water table is less than 18 inches above the crown of the pipe.

3. Video Taping

In addition to the leakage test **all** sewers shall be subjected to Video Taping. The ENGINEER can request the lines to be videotaped at any time during construction. All lines will be televised by the end of the project. Each section of sanitary sewer line shall be cleaned of dirt and debris, then captured and removed at the next downstream manhole. The CONTRACTOR shall add water to the pipeline prior to the video inspection to help identify deficiencies. The recording shall be made using a color camera, self-propelled or other, having sufficient light to show detail of problem areas and joints. The camera shall have a swivel head to look up each service connection. Camera speed shall not exceed three (3) feet per second. If problem areas or concerns are seen by the operator, then the camera shall be backed up, and an extended look at the area will be recorded. All recordings will have location (i.e. manhole # to manhole #), time, date, and footage displayed. A minimum of two (2) copies of the tapes and two (2) written inspection reports shall be furnished to the ENGINEER and OWNER. The Video Taping will be paid for on a unit price per installed footage basis.

4. Lamping Test

Lamping tests may be required by the ENGINEER/OWNER at any time during construction and/or testing of the sanitary sewers. All sewers not passing the lamping tests shall be considered unsatisfactory and shall be repaired by the CONTRACTOR at no additional compensation.

## 5. Mandrel/Deflection Test

Deflection testing shall be conducted in accordance with the Standard Water and Sewer Specifications, Section 31-1.12.

## B. Pressure Pipe

Pipe laying, jointing, and testing for pressure pipe shall be as specified in Division IV, Section 41 of the Standard Water and Sewer Specs, except as herein supplemented or modified. Where laying and jointing methods for an allowable type of pipe are not covered by the Standard Water and Sewer Specs, the pipe shall be installed in accordance with the manufacturer's recommendations and applicable standards of the AWWA, ASTM, ASA or ANSI.

1. Preliminary Pressure Testing: At the ENGINEER's option during the general construction period the following pressure testing procedure shall be followed:

After the PVC pipe is assembled trench side or in the trench, a test of not less than fifty percent (50%) above the system's anticipated working pressure shall be applied with either air or water. After two consecutive tests have been performed without any failure, the CONTRACTOR at their option and with the ENGINEER's approval may discontinue testing until the system is completed. A hydrostatic test shall then be run as outlined in 42.07.B.2, below.

If there is a change of laying conditions, technique or personnel after the testing has been discontinued, the CONTRACTOR should, and at the ENGINEER's request will, test additional sections to provide assurance that this change is satisfactory.

2. Pressure Testing: Hydrostatic and pressure testing shall conform with Section 41-2.14 of the Standard Water and Sewer Specs; the basic provisions of AWWA C600 and C605 shall apply. The leakage test is not an acceptable formal test for passing a pressurized sewer main, only the pressure test is allowable.

Prior to performance of the test all air shall be expelled from the pipeline to the satisfaction of the ENGINEER. If required, taps shall be made at high points where air relief valves are not called for on the Drawings. Such taps shall be plugged after testing is complete.

Pressure 50 percent in excess of working pressure, as measured at the point of lowest elevation, shall be applied for not less than one (1) hour, and all pipe, fittings, valves, and joints shall be carefully examined for defects. Leaking joints shall be remade and then retested.

## C. Manholes

Manholes shall be tested before the ring and cover and grade adjustment rings are installed, and before backfill and compaction is complete. Conduct test in conformance with ASTM C1244. Vacuum testing of manholes shall be incidental to the total Contract Price.

1. Preparation for tests:

- a. All pipes entering the manhole shall be temporarily plugged beyond the boot seals, taking care to securely brace the pipes and plugs to prevent them from being drawn into the manholes.

- b. The test head shall be placed at the top of the manhole in accordance with the manufacturer's recommendation.
2. Test Procedure:
- a. A vacuum of 10-inches mercury shall be drawn in the manhole, the valve on the vacuum line of the test head closed, and the vacuum pump shut off.
  - b. The manhole shall pass if the time for the vacuum reading to drop from 10-inches mercury to 9-inches mercury meets or exceeds the values indicated in the following table:

|                      | <b>Diameter</b>       |      |      |
|----------------------|-----------------------|------|------|
|                      | 4 ft                  | 5 ft | 6 ft |
| <b>Depth (feet)*</b> | <b>Time (Seconds)</b> |      |      |
| 8                    | 20                    | 26   | 33   |
| 10                   | 25                    | 33   | 41   |
| 12                   | 30                    | 39   | 49   |
| 14                   | 35                    | 46   | 57   |
| 16                   | 40                    | 52   | 67   |
| 18                   | 45                    | 59   | 73   |
| 20                   | 50                    | 65   | 81   |
| 22                   | 55                    | 72   | 89   |
| 24                   | 59                    | 78   | 97   |
| 26                   | 64                    | 85   | 105  |
| 28                   | 69                    | 91   | 113  |
| 30                   | 74                    | 98   | 121  |

\* Round actual depth of manhole to next depth up (i.e., 11 ft deep manhole, use depth of 10 feet)

If the manhole fails any test, the CONTRACTOR, at no additional costs, shall make all necessary repairs by an approved method and the manhole shall be retested until a satisfactory test is obtained. Written test results shall be provided to ENGINEER/OWNER.

**42.06. DRAINAGE DITCH / CREEK CROSSINGS**

Where sewer mains cross drainage ditches or creeks, the main shall be installed within the easement under the drainage ditch bed or creek bed avoiding obstructions such as culverts, concrete wingwalls, paved ditches, etc.

Where restrained-joint (RJ) PVC pipe for drainage ditch or creek crossings is NOT specified, the CONTRACTOR shall excavate across all drainage ditches or creeks called for in the plans to a sufficient depth to still maintain a minimum of 48 inches of cover between the top of the pipe and the bed of the drainage ditch or streambed of the creek. The PVC pipe shall then be

laid in the trench and weighted down with sufficient numbers of sandbags filled with sand to keep the pipe from springing (or floating) upward. The trench shall then be backfilled per these specifications. This method of drainage ditch or creek crossing work shall be incidental to the Contract Price.

Where restrained-joint (RJ) PVC pipe for drainage ditch or creek crossings IS specified on the Drawings, the CONTRACTOR shall install the pipe according to Section 55 of these specifications. A minimum of 60 lineal feet of RJ PVC pipe with expansion couplings at both ends (see Section 52 of these specifications) shall be required at each drainage ditch crossing. If field conditions warrant it, the length of RJ PVC pipe may be increased with ENGINEER approval. This method of drainage ditch crossing work shall be paid in a twofold manner according to the appropriate bid item. First, the amount of RJ PVC pipe required for the drainage ditch crossing, as measured in the field, shall be paid per lineal foot. Second, a lump sum fee reflecting set up time, mobilization, etc., shall be paid for each drainage ditch crossing requiring RJ PVC pipe.

Where a directional bore is specified on the Drawings, see section 55 of these Specifications.

#### **42.07. SEWERS NEAR WATER MAINS AND WATER SERVICE LINES**

Per 35 Illinois Administrative Code 370.350, there shall be no physical connections between a public or private potable water supply system and a sewer, or appurtenance thereto, which would permit the passage of any sewage or polluted water into the potable supply.

No sewer shall be located closer than 10 feet from water works structures.

##### **A. Horizontal and Vertical Separation**

1. Sewer mains and connections shall be laid at least 10 feet horizontally from any existing or proposed water main or water service line.
2. Should local conditions exist which would prevent a lateral separation of 10 feet, sewer lines may be closer than 10 feet to a water main provided that the water main invert is at least 18 inches above the crown of the sewer line, and is either in a separate trench or in the same trench on an undisturbed earth shelf located to one side of the sewer.
3. If it is impossible to obtain proper horizontal and vertical separation as described above, both the water main and sewer must be constructed with water main quality pipe and joints: slip-on or mechanical joint cast or ductile iron pipe, asbestos-cement pressure pipe, prestressed concrete pipe, or PVC pipe meeting the requirements of 35 Illinois Administrative Code, 653.111. The pipes shall be pressure tested in accordance with "AWWA Standard for Installation of Ductile-Iron Water Mains and their Appurtenances," AWWA C600-93 (no later editions or amendments) for a working pressure equal to or greater than the maximum possible surcharge head to assure water tightness before backfilling.

##### **B. Water-Sewer Line Crossings**

1. Whenever possible, sewers crossing water mains shall be laid with the sewer below the water main with the crown of the sewer a minimum of 18 inches below the invert of the water main. The vertical separation shall be maintained on each side of the crossing

until the perpendicular distance from the water main to the sewer is at least 10 feet. The crossing shall be arranged so that the sewer joints will be equidistant and as far as possible from the water main joints. Adequate support shall be provided for the water mains to prevent damage due to settling of the sewer trench.

2. Where a sewer crosses under a water main and it is not possible to provide an 18-inch vertical separation:
  - a. The sewer shall either be constructed with, or shall be encased in a carrier pipe with the ends sealed that is, water main quality pipe and joints: slip-on or mechanical joint cast or ductile iron pipe, asbestos-cement pressure pipe, prestressed concrete pipe, or PVC pipe meeting the requirements of 35 Illinois Administrative Code, 653.111. The pipes shall be pressure tested in accordance with "AWWA Standard for Installation of Ductile-Iron Water Mains and their Appurtenances," AWWA C600-93 (no later editions or amendments) for a working pressure equal to or greater than the maximum possible surcharge head to assure water tightness before backfilling. The water main quality sewer or carrier pipe shall extend on each side of the crossing to a point where the perpendicular distance from the water main to the sewer is at least 10 feet.
  - b. For the required length of the water main quality sewer or carrier pipe, omit the select granular cradle and granular backfill to one foot over the crown of the sewer and use selected excavated material (Class IV) and compact to 95% of Standard Proctor maximum density.
  - c. Point loads between the sewer or sewer casing and the water main are prohibited.  
Adequate support shall be provided for the water main to prevent damage due to settling of the sewer trench.
3. Where it is not possible for a proposed sewer to cross under an existing water main, the construction methods and materials described in 42.06.C.2 above shall be followed. Where a proposed sewer must cross over a proposed water main, an 18-inch vertical separation shall be maintained.

#### C. Sewer Manhole Separation from Water Main

No water pipe shall pass through or come into contact with any part of a sewer manhole.

### **42.08. THRUST BLOCKS**

Thrust blocking is required on all pressure pipe. All bends of 11-1/4 degrees or greater, and all other fittings shall be thrust protected to prevent movement of the lines under pressure. Blocking shall be Portland Cement Concrete poured in accordance with Section 22 of the Standard Water and Sewer Specs, or precast, solid blocking for small diameter pipe where the undisturbed soil is extremely firm and stable. Thrust blocking shall extend from the fitting to the undisturbed soil. Pipe and fitting joints shall remain accessible for repairs. Where unstable soil conditions exist, all deflections in the pipe from a straight line shall be provided thrust blocking in accordance with the manufacturer's recommendations. Concrete for reaction or thrust blocks shall have a 28 day compressive strength of not less than 3,000 psi.

No wooden wedges, treated or otherwise, shall be allowed for shims for the blocking in any circumstance. PVC pipe may not be used in lieu of concrete blocks.

Where a fitting is used to make a vertical bend, the fitting shall be anchored to a thrust block braced against undisturbed soil. The thrust block should have enough resistance to withstand upward thrusts at fitting.

#### **42.09. CONNECTION TO EXISTING LIFT STATION OR MANHOLE**

A portion of this work will require connection of the proposed sanitary sewer main to an existing lift station or manhole. The CONTRACTOR shall core drill the existing concrete lift station or manhole structure to accept the proposed sewer main. The core drill shall be of a sufficient size to allow for the use of a Calpico Pipe Lynx seal between the existing manhole and the sewer main. All fasteners/hardware shall be Type 314 stainless steel. The CONTRACTOR shall take care to accurately locate and drill the hole in the existing structure to ensure the proposed sewer main fits as intended. Any damage to the existing structure shall be repaired by the CONTRACTOR at no additional cost to the OWNER. Hammering, jack hammering, chiseling or other similar destructive methods shall not be allowed for making or altering the penetration.

#### **42.10. SERVICE LATERALS AND RISERS**

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#### **42.11. SEPTIC TANK DECOMMISSIONING**

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#### **42.12. DRAIN TILE REPAIR**

The Drain Tile Repair will be incidental to the Contract Price only when a tile or private drain line is not located or is improperly located, and the CONTRACTOR then damages and properly fixes the tile. If a tile is located to within 18 inches on either side of the mark (as for JULIE locates) and the CONTRACTOR damages the tile, then the CONTRACTOR shall fix the tile and no payment will be allowed under this bid item. In addition, no payment will be allowed for CONTRACTOR down time to hand dig or otherwise search for a marked field tile, whether accurately located or not.

The Drain Tile Repair shall include all necessary gravel backfill/support as shown on the Drawings and as defined in Illinois Department of Agriculture's (IDOA) requirements, included in these Specifications.

**42.13. OPEN-CUT STEEL CASING**

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# **Piping and Appurtenances**

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# **Piping and Appurtenances**

## **Section 52**

### **52.01. SCOPE OF WORK**

The work to be performed under this section of the specifications shall include all labor, materials, equipment and transportation necessary for furnishing and installing piping and appurtenances shown on the Drawings and specified herein.

The CONTRACTOR shall be responsible for all materials furnished under this section, and storage of same until the date of substantial completion. They shall replace at their expense all materials found to be defective or damaged in handling or storage. The CONTRACTOR shall, if requested by the ENGINEER, furnish certificates, affidavits of compliance, test reports or samples for check analysis for any of the materials specified herein.

Although they may not be specifically shown on the Drawings or called for elsewhere in the Technical Provisions, the CONTRACTOR shall include in their bid price the cost of all fittings, piping supports, and miscellaneous appurtenances needed to provide a secure, workable pipe and valve system. Equipment suction and discharge piping and other exposed piping shall be supported by concrete pedestals, piers, adjustable pipe supports, thrust restraints, hangers, and tie rods as necessary to ensure a stable installation. Adjustable pipe supports or piers shall be arranged to relieve attached equipment of all strain due to the weight of the pipe, fittings, valves, and the contents of the pipe. Pipe supports shall be stanchion saddle type. Hanger shall be adjustable wrought clevis or adjustable wrought ring type.

### **52.02. GENERAL INFORMATION**

#### **A. Piping Systems**

1. Gravity Pipe - The following items shall be considered gravity pipe: gravity mains, trunk lines, laterals, collectors, service lines, risers, and any other piping intended to carry wastewater or sludge by gravity flow or non-mechanically induced pressure. Where a specific pipe material or pipe joint is shown on the Drawings, only that material or joint shall be used.
  - a. Exposed or Unsupported Gravity Pipe - The pipe shall be considered exposed or unsupported whenever it is inside a structure, submerged above ground elevation, or any location where the pipe must be strong enough to span a distance between installed supports.
  - b. Buried Gravity Pipe - The pipe shall be considered buried if placed below grade and fully supported by the earth. (Other types of pipe not covered in these technical provisions will be considered for use as buried gravity pipe; in general, these pipes are recently developed and are not presently covered by specifications from national testing organizations such as ANSI, ASTM, or ASA. Examples include spiral wound PVC pipe and spiral wound Polyethylene pipe. Use of such

pipng shall require the written approval of the ENGINEER prior to bidding; this approval will be based on his/her review of the pipe specifications. These specifications shall be submitted no later than 14 calendar days prior to the bid date, and they shall provide complete information on pipe raw materials, design and stiffness, marking, workmanship, fittings, joints, and installation.)

2. Pressure Pipe - The following items shall be considered "pressure pipe": force mains, pump intake lines, potable and non-potable water lines, air mains, where pressure rating is required due to proximity of gravity sewer to existing water main, and any other pipe which generally operates under mechanically induced pressure flow. Where a specific pipe material or pipe joint is shown on the Drawings, only that material or joint shall be used.
  - a. Exposed or Unsupported Pressure Pipe - Pressure pipe shall be considered exposed or unsupported whenever it is inside a structure, in the walls of structure, above ground elevation, or any location where the pipe must be strong enough to span a distance between supports.
  - b. Buried Pressure Pipe - Any pressure pipe placed below grade and fully supported by the earth shall be considered buried pressure pipe.

#### B. Standard Drawings

Unless otherwise shown on the Drawings, or called for in Technical Provisions, the Standard Drawings contained in Division VI of the Standard Specifications shall apply.

### **52.03. PIPE MATERIAL, FITTINGS, AND JOINTS**

#### A. Polyvinyl Chloride Slip Joint Pipe

This section of the specifications covers rigid polyvinyl chloride pipe, hereinafter called PVC pipe.

The sewer main shall be PVC pipe with push-on gasketed joints, in accordance with Section 30 of the Standard Specifications.

ASTM Specification D1784 shall be conformed to in all respects.

1. PVC Slip Joint Pipe (4 to 15 inch)
  - a. Gravity and Drain Pipe: Minimum wall thickness shall be based on SDR 26. PVC sewer pipe shall conform to ASTM D3034. PVC sewer pipe joints shall be flexible elastomeric seals per ASTM 3212 and F 477.
  - b. Pressure Pipe: SDR (Standard Dimension Ratio) - PR (Pressure Rated) PVC pipe shall be Type I, grade 1 or 2, with a hydrostatic design stress of 2000 psi for water at 73.4°F, designated as PVC 1120 or PVC 1220.

PVC pipe with SDR ratings of 13.5, 17, 21, and 26 are to be used or as indicated on the Drawings, and shall conform to the latest revision of ASTM Specification D2241. All joints shall conform to the latest revision of ASTM Specification D3139 and F 477. PVC pipe shall be push-on gasketed.

2. PVC Slip Joint Pipe (18 to 48 inch)

- a. Gravity and Drain Pipe: Minimum wall thickness shall be based on SDR 26. PVC sewer pipe and fittings shall conform to ASTM F 679. PVC sewer pipe joints shall be flexible elastomeric seals per ASTM 3212 and F 477.
- b. Pressure Pipe: DR (Dimension Ratio) - PR (Pressure Rated) PVC pipe shall design with a hydrostatic design stress of 4000 psi for water at 73.4°F in accordance with the requirements of ASTM D2837 and AWWA C905. PVC sewer pipe joints shall be flexible elastomeric seals per ASTM 3212 and F 477.

SDR (Standard Dimension Ratio) - PR (Pressure Rated) PVC pipe shall be Type I, grade 1 or 2, with a hydrostatic design stress of 2000 psi for water at 73.4°F, designated as PVC 1120 or PVC 1220. PVC pipe with SDR ratings of 21 (200 psi) and 26 (160 psi) are to be used or as indicated on the bidding schedule, and shall conform to the latest revision of ASTM Specification D2241.

#### B. PVC Restrained Joint

This section covers restrained-joint PVC pipe, hereinafter called RJ pipe.

The CONTRACTOR must use RJ pipe for drainage ditch crossings, road crossings, and creek crossings as well as directional bores (including sewer main inside of casing pipe), as shown on the Drawings.

The RJ pipe shall be furnished with twin gasket couplings, nylon splines, rubber rings, and lubricant. The rubber rings shall be shipped in place in the coupling. The RJ integral bell is also acceptable.

The transition from RJ pipe to slip PVC or ductile pipe shall be made by the use of a manufacturer supplied expansion coupling. This coupling shall be Restrained Joint PVC by IPS. Only the installation of full joints of RJ pipe with factory grooves shall be permitted.

The pipe shall be PVC, with a hydrostatic design stress of 4000 psi for water at 73.4 degrees F, designated as PVC 1120 or 1220, Class 12454B and made to iron pipe size diameters. PVC sewer pipe joints shall be flexible elastomeric seals per ASTM 3212 and F 477. SDR and DR rating shall be as shown on the Drawings and as called for in these specifications.

As shown on the drawings and specified herein, 4 to 15 inch PVC pressure RJ pipe shall be:

1. Restrained Joint (PVC) Pipe, SDR 26, PR 160, for installation in directional boring and/or bore and jacked casing installations.
2. Restrained Joint (PVC) Pipe, SDR 21, PR 200, for installation in directional boring and/or bore and jacked casing installations.

#### C. Ductile Iron Pipe

Ductile iron pipe shall be as specified in Section 30-4.03 for gravity pipe and Section 40-2.01B for pressure pipe of the Standard Specifications.

All ductile iron pipe shall be manufactured in accordance with all requirements of AWWA Standard C151, class thickness designed per AWWA C150, cement lined with

bituminous coating per AWWA C104. Flanged ductile iron pipe joints shall be designed per AWWA C110 or C153. Standard laying length is either 18 feet or 20 feet.

Polyethylene encasement shall be used on all ductile iron pipes and the polyethylene encasement shall conform to AWWA C105/A21.5. Polyethylene material will deteriorate rapidly when exposed to direct sunlight. Store all polyethylene encasement out of the sunlight. If during the installation period it is anticipated that the polyethylene encasement will be exposed to sunlight for more than two (2) weeks (ie. Open trench) Type C (black) polyethylene material must be used.

Where/if the sewer main crosses an existing petroleum pipeline, slip-joint ductile iron pipe with hydrocarbon resistant gaskets shall be used for a length as required to obtain at least 25 feet clear distance from the sewer main to the petroleum pipeline.

All exposed or unsupported pipes shall be ductile iron with either flanged or grooved joints. Buried ductile iron pipe must have either mechanical or slip seal joints.

Pipe joints shall be manufactured in accordance with the following specifications:

1. Mechanical joint pipe shall be furnished with applicable gaskets, glands, and bolts. Bolts shall be stainless steel or corrosion resistant meeting the requirements of AWWA C111/A21.11 and ASTM A242. A manufacturer certification shall be included with all shop drawing submittals as to the corrosion resistant material utilized. Joint shall be in accordance with AWWA Standard C110 and C111.
2. Slip-joint pipe shall be furnished with gaskets and lubricant, and be in accordance with AWWA Standard C111 and C600.
3. RJ pipe joint shall be furnished with gaskets, restraining ring, and lubricant, and be in accordance with AWWA Standard C153 and C111.
4. Ductile iron pipe inside of casing pipe shall use a joint restraint gasket at all joints. Joint restraint gaskets shall be Griffin Pipe Talon RJ Gasket, U.S. Pipe Field Lok 350 Gasket, or approved equal.

Ductile iron pipe utilizing joint restraint gaskets shall be pulled, NOT PUSHED, through the casing pipe. Assembly of joints using joint restraint gaskets must be controlled to prevent fully "homing" the spigot in the socket to allow for joint deflection.

5. Flanged ductile iron pipe joints shall be designed per AWWA C115 or C151.

#### D. Polyethylene Pipe

Pressure Pipe: SDR 9; Type III; Class C, Grade P33 or 34; thermal butt fused joint or grooved joint specifically adapted for PE pipe.

#### E. Fittings

All ductile iron fittings shall conform to AWWA C153, AWWA C 110, and AWWA C111, 2 inch to 48 inch, for 250 psi fluid pressure plus water hammer. All fittings except plugs and sleeves shall be cement lined to conform to AWWA C104 with a bituminous seal coat. Sleeves and plugs shall be bituminous seal coated. Application gaskets, standard transition gasket (SMJ gasket) for PVC, mechanical joint restraining glands, and

bolts shall be furnished. All bolts shall be stainless steel or corrosion resistant meeting the requirements of ANSI/AWWA C111/A21.11 and ASTM A242.

1. Fittings include gate valves, tees, elbows, crosses, reducers, caps, plugs, and wyes.
2. All fittings associated with PVC or DI sewer force main installation shall be ductile iron. All ductile iron fittings shall mechanical-joint and utilize mechanical-joint restraining glands where anchor couplings are not required.
3. PVC fittings shall be used on gravity mains at service wyes and on service lines. The PVC fittings shall be Push-on gasketed PVC fittings and meet the requirements of ASTM D2729 .
4. Pressure rating of fittings shall be equal to or greater than the specified pipe.
5. Backfill operations at fitting and gate valve locations shall not occur until all materials and work have been viewed by the OWNER or resident project representative (RPR).
6. Any PVC slip-couplings utilized and allowed by the OWNER on pipe six (6) inches in diameter and smaller shall be 12 inches minimum length. Mechanical Joints shall be used and on all pipes greater than six (6) inches in diameter.
7. PVC Expansion Couplings shall be allowed when transitioning from PVC to RJ PVC Pipe. The expansion couplings shall be provided by the manufacturer and be RJ on one end and slip joint on the other. The fitting shall be of the same material as the pipe, and in no case shall have thinner walls than that of the pipe furnished. The fitting for gasketed joint, RJ PVC pipe shall be molded in one (1) piece.  
  
Ductile Iron Expansion Couplings shall be a ductile iron sleeve with a restraint-joint fitting on one side and slip-joint fitting on the other side.
8. All fittings shall be of the same material and diameter as the pipe to which it is connected or of a compatible material approved by the ENGINEER.
9. Ductile Iron flanged fittings shall conform to all requirements of AWWA C115.
10. Grooved joint fittings for ductile iron pipe shall conform to all requirements of AWWA C606.

## **52.04. PIPE APPURTENANCES**

### **52.04.01. Manholes**

Manholes for gravity pipe shall be standard 4-foot diameter precast reinforced concrete and conform to the requirements of Section 32 of the Standard Specifications except as hereinafter supplemented or modified.

#### 1. Manhole Material

Only precast reinforced concrete manholes will be allowed.

#### 2. Manhole Steps

Polypropylene coated steel reinforcing rods are the required type of step.

3. Standard Frame and Grate

Unless otherwise called for on the Drawings, all manholes shall have a cast iron frame and lid equal to Neenah No. R-1772, East Jordan No. 1022, or equal, but frame and lid shall together weigh no less than 400 pounds. The lid shall be a self-sealing type with concealed pick hole and a machined groove on its underside for receiving an elastomeric, continuous gasket. The gasket shall act as a seal between the lid and frame to prevent entry of surface water. The frame and lids shall have machined bearing surfaces. The CONTRACTOR shall supply the OWNER with spare lid gaskets equal in number to 10% of the number installed, plus two (2) new and unused lid lifting tools especially designed for removing manhole lids with concealed pick holes. Manhole lids shall be marked "SANITARY".

4. Bolt Down Lid Frame and Grate

Wherever "Bolt Down Lid" is designated on the Drawings, the manhole shall have a cast iron frame and bolt down lid with gasket equal to Neenah No. R-1916-C, or equal; all bearing surfaces shall be machined; lid and frame shall weigh no less than 320 pounds.

Unless otherwise shown on the Drawings, manhole castings shall be set at finish earth grade or roadway surface; manholes in cultivated areas shall have castings set 24 inches below existing grade. Grade rings of various thickness may be required to adjust the lids to the final grading conditions and will be considered incidental to the cost of the manholes.

5. Rain Stopper/ Inflow Protection Cover

Manholes with top of rim elevations lower than surrounding ground elevation shall have an inflow protection cover, of the appropriate size, installed in addition to the standard lid. The inflow protector cover shall be manufactured by Syneco Systems, Inc., Chanhassen, MN or equal and shall consist of the following components:

- a. ABS plastic construction;
- b. Strap handle;
- c. Bottom seal surface with gasket;
- d. Gas relief valve to relieve at pressure of 1 psi;
- e. Leak down rate limited to 10 gal/24 hrs.

6. Manhole Joints

Manhole joints shall be sealed with bituminous material for water tightness.

7. Pipe Connections

All pipe connections at manholes and other structures shall be made with cast-in-place rubber gaskets cast into the wall of the Precast manhole and secured to the pipe with an adjustable, stainless band; a mechanical seal with tapered, precast opening; or other method approved by the ENGINEER which provides for a flexible, watertight penetration.

8. Chimney Seal

Wherever "Chimney seal" is designated on the Drawings an internal flexible rubber seal shall be provided between the manhole frame and chimney or corbel section of the manholes. The rubber seals shall be as manufactured by Cretex Specialty Products, Waukesha, Wisconsin or equal and shall consist of the following components:

- a. Rubber Sleeve - The flexible rubber sleeve shall be extruded from a high grade rubber compound conforming to the applicable requirements of ASTM C923, with hardness (durometer) of  $45 \pm 5$ .

The sleeve shall be double pleated with a minimum unexpanded vertical expansion when installed of no less than two (2) inches. The top and bottom section of the sleeve shall contain an integrally formed expansion band recess and multiple sealing fins.

Any splice used to fabricate the sleeve shall be hot vulcanized and have a strength such that the sleeve shall withstand a 180 degree bend with no visible separation.

- b. Expansion Bands - The expansion bands used to compress the sleeve against the manhole shall be 16 gauge stainless steel conforming to ASTM A240, Type 304, with a minimum width of 1-3/4 inches.

The expansion mechanism shall have the capacity to develop the pressures necessary to make a watertight seal and shall have a minimum adjustment range of two (2) diameter inches. Screws and nuts used for this mechanism shall be stainless steel conforming to ASTM F593 and 594, Type 304.

#### **52.04.02. Sanitary Service Sewers**

Service sewers shall conform to the requirements of Section 33 of the Standard Specifications.

1. Service laterals shall be six (6) inches and be of the same material as the main, unless specified otherwise on the Drawings. All service laterals shall have a slope not less than 1% and be terminated with a cap.
2. No service laterals will be allowed to tie into the new manhole but instead will be tied to the new sewer adjacent to the manhole.
3. Set over manholes are required when connecting the new sanitary sewer main to an existing sanitary sewer line. A manhole base shall be poured around the existing sewer pipe. After the precast manhole is set on a concrete base and the pipe connections has been completed the top half of the existing sewer pipe that is exposed in the manhole shall be cut off and removed.

#### **52.04.03. Quick Couple**

Quick couples for emergency connections shall be as manufactured by the Camlock Flange Sales Corp., 449 Sheridan Blvd., Inwood, NY 11696; P.T. Coupling Co., Inc., P.O. Box 506, Enid, OK, or equal.

#### **52.04.04. Gate Valves**

Gate valves of all sizes shall meet all requirements as specified in Section 42 of the Standard Water and Sewer Specs. Gate Valves shall be designed for a minimum fluid working pressure of 250 psi. Valves shall be resilient wedge, non-rising stem type, and shall be used with the type of pipe and joint to be installed. Gate valves shall have a clear waterway equal to the full nominal diameter of the valve and shall be opened by turning counter clockwise. The operating nut shall have an arrow, cast in the metal, indicating the direction of opening. Each valve shall have the maker's initials, and pressure ratings cast on the body. Prior to shipment from the factory, each valve shall be tested by hydraulic pressure equal to twice the fluid working pressure.

Two (2) to 12 inch gate valves shall conform to AWWA Standards C509 & C550 with 'O' ring seals. Fourteen (14) to- 36 inch gate valves shall conform to AWWA Standards C509, C550, & C515 with 'O' ring seals and a 90° bevel gear actuator.

Gate valves shall have mechanical joints. No "push-on" joints will be allowed. All bolts for the bonnet and retainer glands shall be stainless steel, or approved equal. For buried locations, the valve, below the operating nut, shall be wrapped in 4 mil plastic. The plastic wrap shall cover the bonnet, the mechanical joint glands, bolts, and valve body.

#### **52.04.05. Automatic Air Valves**

Combination Air Release and Air/Vacuum Valves

These valves shall be an air/vacuum valve shall be in a meter box; a minimum two (2) inch diameter outlet shall be provided on the air/vacuum valve.

#### **52.04.06. Valve Boxes**

Valve boxes shall be of ductile iron. Boxes shall be of the extension type with screw adjustment and flared base. The minimum thickness of metal shall be 3/16 inch. The word "SEWER" shall be cast in the cover. Boxes shall be installed over each plug valve and gate valve. The boxes shall be of such a length that will permit adjustment in length, without full extension, to the depth of cover required over the pipe at the valve location. The CONTRACTOR shall supply extension stems, as necessary, where the sewer main is installed deeper than normal due to utilities, convenience, etc. This work shall be incidental to the Contract Price.

#### **52.04.07. Ductile Iron Restraint Glands**

Restraint for PVC and ductile iron pipe joined with standardized mechanical joint fittings shall be incorporated in the design of the follower gland and the PVC pipe restraining glands shall provide full circle contact and support of the pipe wall. Restraint shall be accomplished by a series of ring segments mechanically retained inside the gland housing and designed to grip the pipe wall in an even and uniform manner. Restraining ring segments shall be actuated by bolts featuring twist off heads. All components of the restrainer, including the gland bolts, and restraint segments shall be of high strength ductile iron, ASTM A536, Grade 65-45-12. Restraining devices shall be UL Listed/FM approved on PVC pipe and shall be certified by an independent testing facility as meeting or exceeding ASTM F1674, Standard Test Method for Joint Restraint Products for Use with PVC Pipe. Joint restraints shall be used at all fittings, gate valves, and hydrants, not

requiring an anchor coupling, and shall be incidental to the contract price. Restraints shall be rated at a minimum of 200 psi.

**52.04.08. Casing Spacers**

Casing spacers for 6-inch sewer main and smaller shall be a polyethylene casing spacer which is injection molded from high density polyethylene. The compressive strength shall be greater than 3,100 psi and tensile strength shall be greater than 3,100 psi.

The casing spacers for sewer main larger than 6-inch shall be bolt on style with a shell made of two (2) sections of T-304 stainless steel or some other non-corrosive metal. All nuts and bolts are to be 18-8 stainless steel or equivalent non-corrosive material. The runners shall be made of ultra high molecular weight polymer with high abrasion resistance and a low coefficient of friction.

Casing spacers shall be as manufactured by Cascade Waterworks Mfg. Co., or Recon Pipe Corporation - Raci Spacers, or approved equal.

During installation, either lock washers or lock nuts shall be used when bolting the spacers together. Casing spacers shall be installed on six (6) foot centers or three (3) to a pipe segment and shall be included in bid price for casing pipe.

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# **PROCESS EQUIPMENT**

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## **PROCESS EQUIPMENT**

### **Section 65**

#### **65.01. SCOPE OF WORK**

The work to be performed under this section of the Technical Provisions shall include all labor, materials, equipment, and transportation necessary to provide and install process equipment and related appurtenances as shown on the drawings and specified herein.

The dosing chamber and the lift station will receive new pumps, rails and electrical.

The CONTRACTOR shall be responsible for all materials furnished under this section whether by himself or by others, and storage of the same, until final acceptance of the project.

#### **65.02. GENERAL**

##### **A. Responsibility and Coordination**

It shall be the responsibility of the CONTRACTOR to furnish and install complete and working systems to perform the intended purposes as required by the Drawings and these Specifications. The CONTRACTOR shall be responsible for all details which may be necessary to properly install, adjust, and place into operation the complete installation, and shall include the cost of all such details in the Bid.

It shall be the CONTRACTOR'S responsibility to ascertain that the equipment comprising the system is installed and operates properly and that the system functions as intended

##### **B. Guarantee**

The CONTRACTOR shall guarantee that the equipment furnished shall be properly installed, and when properly operated, shall perform the duty for which it is intended. The CONTRACTOR shall guarantee all materials, workmanship and completed installation to be first class in every particular and shall, at his own expense, furnish and replace any part or parts that may prove defective in material, equipment or workmanship within one (1) year from the date of substantial completion.

The pump shall be tested at start-up with the voltage, current and other significant parameters being recorded. The manufacturer shall provide a formal test procedure and forms for recording data. The recorded data shall be submitted to the ENGINEER in conjunction with the as-built electrical schematics before the pump station inspection is called for.

##### **C. Equipment**

For the purposes of standardization all of the equipment for a single system shall be furnished by a single manufacturer except as noted or approved by the ENGINEER. Fabrication assemblies shall be shipped in the largest convenient sections permitted by

carrier regulations, and adequately match marked for proper assembly.

D. Spare Parts

The CONTRACTOR shall be responsible for supplying spare parts as provided in these specifications and providing for the proper storage of same so that they are kept in operable condition.

E. Shop Drawings and Operation and Maintenance Manuals

The CONTRACTOR shall furnish for review complete equipment shop drawings in accordance with the Supplemental General Conditions before installing any equipment. Drawings shall be provided by the equipment manufacturer and shall show all dimensions and details for correct installation of the equipment. The CONTRACTOR must supply Operation and Maintenance manuals for all equipment in accordance with the General Conditions.

**65.03. SUBMERSIBLE WASTEWATER PUMPS**

A. General

The CONTRACTOR shall furnish and install dual submersible wastewater pumps as shown on the drawings and specified herein.

The pumps shall be as specified in below and in section 10 of these specifications. The installation shall be complete with electrical controls, electric cable, float switches, piping, valves, “easy out” removal and installation system, and valve vault access covers and appurtenances.

Each pump station shall consist of units with the following hydraulic and electrical characteristics:

| Required Hydraulic Performance   | Speed (rpm) | Max. Motor Size | Electrical Characteristics (phase/cycle/voltage) |
|--|-------------|-----------------|--|
| <u>Dosing Chamber</u> - Xylem Model NP-3085<br><br>525 gpm @ 10' TDH w/ VFD to achieve<br>278 gpm @10.6' TDH | 1700        | 3 HP            | 3/60/230   |

|  |      |        |          |
|--|------|--------|----------|
| <u>Lift Station</u> - Xylem Model<br>NP-3067<br><br>45 gpm @ 45' TDH | 3415 | 1.9 HP | 3/60/230 |
|--|------|--------|----------|

Electrical system and components in the raw sewage must comply with NEC requirements for Class 1, Group D, Division 1 locations.

**B. Pumps**

The two-pump basin shall be vertical, close coupled, self-priming, non-clog, totally submersible, and electrically powered. Each pump shall be fitted with thirty feet (30') of 304 or 316 stainless steel lifting chain. The working load of the lifting system shall be 50 % Greater than the pump unit weight. The pump shall be supplied with a mating cast iron discharge connection and be capable of delivering the rated flow at the rated head as shown on the plans. The pump(s) shall be automatically and firmly connected to the discharge connection, guided by no less than two guide bars extending from the top of the station to the discharge connection. There shall be no need for personnel to enter the wet-well. Sealing of the pumping unit to the discharge connection shall be accomplished by a machined metal-to- metal watertight contact. Sealing of the discharge interface with a diaphragm, o-ring or profile gasket will not be acceptable. No portion of the pump shall bear directly on the sump floor.

The pumps shall be capable of handling raw, unscreened sewage. Each pump shall be capable of passing a 3-inch diameter sphere, however the pump suction and discharge openings shall be at least 6 inches in diameter.

**C. Pump Construction**

All exposed nuts or bolts shall be AISI type 304 stainless steel construction. All metal surfaces coming into contact with the pump, other than stainless steel or brass, shall be protected by a factory applied spray coating of alkyd primer with an acrylic dispersion zinc phosphate primer with a polyester resin paint finish on the exterior of the pump. Sealing design shall incorporate metal-to-metal contact between machined surfaces. All major parts, such as the stator casing, oil casing, sliding bracket, volute and impeller shall be of gray cast iron.

**1. Impeller**

The impeller(s) shall be gray cast iron, dynamically balanced, double shrouded non-clogging design having a long throughlet without acute turns capable of handling solids, fibrous material, heavy sludge and other matter found in normal sewage applications. Whenever possible, a full vaned, not vortex, impeller shall be used for maximum hydraulic efficiency thus, reducing operating costs. Mass moment of inertia calculations shall be provided by the pump manufacturer upon request. Impeller(s) shall be keyed to the shaft, retained with an allen head bolt and shall be capable of passing a minimum three (3) inch diameter solid. All impellers shall be coated with

an acrylic dispersion zinc phosphate primer. Static and dynamic balancing operations shall not deform or weaken it.

## 2. Wear rings

Each pump shall be equipped with a brass, or nitrile rubber coated steel ring insert that is drive fitted to the volute inlet.

## 3. Mechanical seal

Each pump shall be provided with a tandem mechanical shaft seal system consisting of two totally independent seal assemblies. The seals shall operate in a lubricant reservoir that hydrodynamically lubricates the lapped seal faces at a constant rate. The lower, primary seal unit, located between the pump and lubricant chamber, shall contain one stationary and one positively driven rotating tungsten carbide ring. The upper, secondary seal unit, located between the lubricant chamber and the motor housing, shall contain one stationary tungsten-carbide seal ring and one positively driven rotating carbon seal ring. Each seal interface shall be held in contact by its own spring system. The seals shall require neither maintenance nor adjustment, nor depend on direction of rotation for sealing. The seal system shall not rely upon the pumped media for lubrication. The motor shall be able to operate dry without damage while pumping under load. Seal lubricant shall be FDA approved, non-toxic.

## 4. Motor

The pump shaft shall rotate on two bearings. Motor bearings shall be permanently grease lubricated. The upper bearing shall be a single deep groove ball bearing. The lower bearing shall be a two-row angular contact bearing to compensate for axial thrust and radial forces. Single row lower bearings are not acceptable.

Pump and motor shaft shall be the same unit. The pump shaft is an extension of the motor shaft. Couplings shall not be acceptable. The shaft shall be AISI type 420 stainless steel. If a shaft material of lower quality than 420 stainless steel is used, a shaft sleeve of 420 stainless steel shall be used to protect the shaft material. However, shaft sleeves only protect the shaft around the lower mechanical seal. No protection is provided in the oil housing and above. Therefore, the use of stainless steel sleeves will not be considered equal to stainless steel shafts.

The electric pump motors for the pumps shall be designed to operate on 230/460V, 3 phase, 60 cycle power. Each pump motor shall have moisture resistant Class F 15-degree Centigrade insulation. The motors shall be Nema Design B and designed for continuous duty. The motor design shall permit no fewer than fifteen (15) starts per hour under normal operating liquid levels and be capable of operating continuously for 24 hours with the liquid level no higher than sufficient to keep the pump volute submerged to its centerline.

The rotor bars and short circuit rings shall be made of cast aluminum. Thermal switches set to open at 125c (260f) shall be embedded in the stator lead coils to monitor the temperature of each phase winding. These thermal switches shall be used in conjunction with and supplemental to external motor overload protection and shall be connected to the control panel.

The junction chamber containing the terminal board shall be hermetically sealed from the motor by an elastomeric compression seal. Connection between the cable conductors and stator leads shall be made with threaded compression type binding posts permanently affixed to a terminal board. Wire nuts or crimping type connection devices are not acceptable. The motor and pump shall be designed and assembled by the same manufacturer. The combined service factor (combined effect of voltage, frequency and specific gravity) shall be a minimum of 1.15. The motor shall have a voltage tolerance of plus or minus 10 %. The motor shall be designed for operation up to 40C (104F) ambient and with a temperature rise not to exceed 176F (80C). A performance chart shall be provided showing curves for torque, current, power factor, input/output kw and efficiency. This chart shall also include data on starting and no-load characteristics. The motor and cable shall be capable of continuous submergence underwater without loss of watertight integrity to a depth of 65 feet. The motor horsepower shall be adequate so that the pump is non-overloading throughout the entire pump performance curve from shutoff through run-out.

The electric motors shall be designed for use with variable frequency drives (VFD).

The cable entry water seal design shall be such that precludes specific torque requirements to insure a watertight and submersible seal. Epoxies, silicones or other secondary sealing systems shall not be required or used. The cable entry junction box and motor shall be separated by a stator lead sealing gland or terminal board which shall isolate the motor interior from foreign materials gaining access through the pump top.

The cable entry shall consist of a single cylindrical elastomeric grommet, flanked by washers, all having a close tolerance fit against the cable outside diameter and entry inside diameter and compressed by the body containing a strain relief function, separate from the function of sealing the cable. The assembly shall provide ease of changing cable when necessary using the same entry seal.

All mating surfaces of major parts shall be machined and fitted with nitrile O-rings where watertight sealing is required. Machining and fitting shall be such that sealing is accomplished by automatic compression in 2 planes and O-ring contact made on four surfaces, without the requirement of specific torque limits to affect this. Rectangular cross sectioned gaskets requiring specific torque limits to achieve compression shall not be considered adequate nor equal.

Tolerances of all parts shall be such that allows replacement of any part without additional machining required to insure sealing as described above. No secondary sealing compounds, greases or other devices shall be used.

## 5. Protection

All stators shall incorporate thermal switches in series to monitor the temperature of each phase winding. At 125C (260F) the thermal switches shall open, stop the motor and activate an alarm. A leakage sensor shall be available as an option to detect water in the stator chamber. The float leakage sensor (FLS) is a small float switch used to detect the presence of water in the stator chamber. When activated, the FLS will stop the motor and send an alarm both local and/or remote. Use of voltage sensitive solid-state sensors and trip temperature above 125C (260F) shall not be allowed. The

thermal switches and FLS shall be connected to a mini CAS (control and status) monitoring unit. The mini CAS shall be designed to be mounted in any control panel.

Each unit shall be provided with an adequately designed cooling system. Thermal radiators integral to the stator housing, cast in one unit, are acceptable. Where water jackets alone or in conjunction with radiators are used, separate circulation shall be provided. Cooling media channels and ports shall be nonclogging by virtue of their dimensions. Provision for external cooling and flushing shall be provided. The cooling system shall provide for continuous pump operation in liquid temperature of up to 104 degrees Fahrenheit.

Integral thermal sensors shall not be a requirement on any unit without a water jacket. Thermal sensors shall be used to monitor stator temperatures. There shall be one for each phase group in the motor. These shall be used in conjunction with and supplemental to external motor over current protection and available at the control panel.

The pumps shall contain a heat sensor thermostat connected in series with the magnetic contactor coil in the control box to stop the motor if the motor winding temperature reaches 200 degrees F. Thermostat to reset automatically when motor cools. An electric sensing probe shall be mounted in the seal chamber to detect any water leakage past the pump seals. The probe shall be connected to the alarm light on the control panel.

#### D. Controls duplex control panel

A package control system shall be provided by the submersible pump manufacturer with features as listed below; each set of controls shall be factory tested before shipment. The shop drawings shall provide a description of the system's operation, an inner door layout and a component layout. A detailed component list (including manufacturer, catalog number, and volt and amp ratings) shall also be furnished.

The motor control center shall be located outside the wet well, readily accessible, and be protected by conduit seal in accordance with NEC. The seal shall be so located so that the motor may be removed and electrically disconnected without disturbing the seal.

The CONTRACTOR shall install one lockable automatic duplex pump control center in a Nema 4X, double door, heavy stainless steel factory enclosure for operation on a 230/460 volt, 3 phase, 60 Hz, 4 wire service.

The premanufactured panel shall have the following features:

- variable frequency drives for each pump sized per NEMA
- overload/circuit breaker protection for all circuits; protection in each phase for the motor; manual reset
- automatic alternator
- Programmable Logic Controller (PLC)
- nonresettable digital elapsed time meter for each pump
- disconnect capable of being locked in the open position
- pump "on" pilot lights
- H-O-A switch for each pump; when in the "automatic" mode the pumps shall function in a lead/lag sequence in accordance with the wet well level sensor and

float switch signals; the pump shall alternate "lead" position after each cycle. When two pumps are started, they shall continue pumping until the "off" level switch is activated. The pumps shall automatically restart following a power failure.

- a wiring diagram and service information shall be laminated to the inner face of the door with a plastic protective covering.
- color coded and power wiring, labeled to conform to the wiring diagram.
- panel shall respond to following discrete level controls:

Lag "ON"  
Lead "ON" All "OFF"

- necessary level sensors
- heater strips sized for enclosure, thermostatically controlled, to prevent condensation inside the panel.
- cooling sized for enclosure, thermostatically controlled, to prevent condensate inside panel.
- duplex 115 VAC GFCI utility outlet receptacle mounted through the inner door.
- lightning arrestor (3 phase)
- seal failure circuitry with indicator light for each pump.
- Phase Monitor
- Surge Suppression
- Corrosion Inhibitor
- two IP, 15A circuit breakers for external devices.
- two 120V, 15A, 1 pole breakers for spare.
- two 120v, 15A, pole breakers for ventilation fans
- Elapsed time meters

#### E. Control Logic

The two (2) submersible pumps are controlled by the local PLC to either start/stop the pumps or vary their speed for a more efficient operation. The control panel has two selector switches "HAND-OFF- AUTO" and "FLOAT-XMTR". The submersible pumps speed is varied by the variable frequency drive (VFD) to vary the flow from 50% to full capacity. The selector switch in the "HAND" position, the pump will run regardless of any automatic signals, other than low level, high temperature, seal leak, or motor overload. The selector switch in the "OFF" position, the pump will not run. The selector switch in the "AUTO" position, the pump will be controlled by the PLC. The selector switch in the "FLOAT" position, the pump will run at full capacity based on float positions. The selector switch in the "XMTR" position, the pump will run at a varied capacity of from 50% to full capacity based on the level in the wetwell as measured by the submersible transmitter and calculated inflow from the system. The set point for this varied capacity is the point of 75% of the elevation change between LEAD-LAG.

Each pump shall be provided with a "PUMP RUN-OFF-PLC" selector switch. When the switch is placed in the "PUMP RUN" position, the pump will run regardless of any interlocks, with the exception of motor overload protection. The selector switch in the "OFF" position, the pump will not run. The switch placed in the "PLC" position, the above

controls will govern the operation of the pump.

#### F. Alarm System

The alarm system with flashing red light shall be activated in the event of power failure and/or high water in the wet well; it shall be connected to the emergency battery pack on constant charge for service during power outage. The alarm system with battery pack shall be furnished in a separate weatherproof enclosure, and as a minimum shall have the following characteristics:

1. NEMA 4 tamperproof, lockable steel enclosure coated with baked on enamel
2. Gel-cell or nickel cadmium batteries with sufficient capacity to continuously operate both the flashing light and automatic dialer for 12 hours. (Vent batteries to atmosphere)
3. Automatic, solid-state trickle charger to maintain battery voltage at all times.
4. Designed to monitor a closed loop of alarm contacts and go into alarm condition upon a break in the loop, i.e., opening of any alarm contact.
5. Upon an alarm condition, both flash the alarm light and activate the automatic telephone dialer.
6. On-Off switch.
7. Test pushbutton.
8. Anti-condensation heater with on-off switch.
9. Automatic reset when station power has been restored.
10. Two-way amber or red flashing alarm light mounted directly on the unit (weather tight).

The alarm system shall be designed to operate seamlessly with the Village existing alarm system. Alarm conditions to be monitored initially are:

- a. High Water Level
- b. Low Water Level
- c. Pump 1 Failure
- d. Pump 2 Failure
- e. Loss of Power

#### A. MULTITRODE

The CONTRACTOR shall install 1 Multitrode 10 sensor unit with the manufacturer determining the correct length and spacing. The unit shall communicate with the MultiSmart Pump Station Manager and be compatible with the Village of Maeystown existing system.

Cable holder: one (1) stainless steel cable holder constructed of type 304 SS shall be provided. Each cable holder shall have six (6) hooks and be wall mounted.

The following elevations shall guide the setting of the multitrode levels:

- a. Low Level Alarm
- b. Pumps Off
- c. First Pump On
- d. Second Pump On
- e. High Level Alarm

Multitrode location and settings

- a. The multitrode shall not be located near the flow of the incoming sanitary lines.
- b. Sewage shall not rise to the level of the incoming gravity lines during normal pump operation.
- c. The multitrode shall be located away from the turbulence of the incoming flow

#### **65.04. LIET STATION REHABILITATION**

##### A. General

Vaults shall be properly designed and sized for each specific application and site condition. Provide clearance between meters, valves and other equipment from walls, floors and other equipment at minimum clearances (or as approved by the OWNER). Provide adequate design for all site conditions to include but not limited to uplift forces, withstand a minimum h-20 class loading where applicable and others as required.

All measurements shall be verified as part of the shop drawing submittal process and documented record drawings in accordance with the specifications. The combined valve vault/meter pit submittal shall include a Structural Engineer's stamp/seal from a Structural Engineer licensed in the State of Illinois.

##### B. Access Hatches

Aluminum Halliday access lids shall be cast in the top sections of the meter, wet well, and valve vault.

Access hatches shall be the w1s series (single leaf) access frames and covers as manufactured by Halliday products, Inc. of Orlando, Florida shall have a 1/4" thick one-piece mill finish, extruded aluminum channel frame, incorporating a continuous concrete anchor. A 1 1/2" drainage coupling shall be located in the front left corner of the channel frame.

A bituminous coating shall be applied to the frame exterior where it will come in contact with concrete. Door panel shall be 1/4" aluminum diamond plate, reinforced to withstand a live load of 300 psf. Door shall open to 90 degrees and automatically lock with a stainless-steel hold open arm with an aluminum release handle for ease of operation. The hold open arm shall incorporate an enclosed stainless-steel compression spring assist. Door shall close flush with the frame and rest on a built-in neoprene cushion/gasket, hinges and all fastening hardware shall be stainless steel. Unit shall lock with a stainless-steel slam lock with removable key and have a non-corrosive handle and it shall be

guaranteed against defects in material and/or workmanship for a period of 10 years.

The wet well access hatch shall have an integral nut rail. The upper guide rail brackets and lifting chain hooks shall be mounted to the nut rail. The access frame and door assembly shall be obtained from the pump manufacturer. Approved Shop Drawings must be obtained detailing reinforcement on the precast vault top prior to its shop fabrication.

Use aluminum hatch for pedestrian loading for off-street and non-traffic areas. Use aluminum hatch h-20 loading for off-street occasional traffic areas.

Door switches and lights shall be rated for damp and wet environments. Ventilation fan and lights shall be activated by a door switch on the hatch.

#### C. Ventilation

Unless a ventilation blower motor is called for on the drawings, it is the Owner's intent to utilize portable ventilation equipment to accomplish the required number of air changes during periods when maintenance is being performed.

#### D. Access Ladder

An all-aluminum ladder will be provided for access to the valves and piping in the valve vault. The ladder shall meet UL approval and OSHA qualifications under the Type I, Heavy Duty Specifications. It shall be attached to the valve vault door access frame

#### E. Padlocks

The CONTRACTOR shall provide padlocks, all keyed the same, for each access lid, electrical control panel, and electrical disconnect switch. They shall be keyed the same as the existing padlocks in use by the OWNER. The CONTRACTOR shall supply the OWNER with two keys for each set of padlock(s).

#### F. Pump Guides

Guide bars shall be stainless steel and of a diameter recommended by the pump manufacturer and cut to exact length. No pipe welding shall be made and no pipe splicer will be allowed. The slide rails shall be firmly braced to the wet well wall with stainless steel support brackets placed at least every 15 feet.

Lower guide bar holders shall be integral with the pump discharge connection.

All field installed bolts, nuts and washers used inside either the pump or valve chamber shall be made of 316 or 304 stainless steel. All concrete fasteners used for installation of braces, brackets or boxes shall be stainless steel wej-it type stud anchors. Anchor holes shall be drilled to the manufacturer's recommended depth. Anchors shall be hilti quick bolt two or approved equal. Pump brace anchor studs shall be 5/8" minimum.

#### G. Inside Drop

Drain lines from the valve vault and meter vault along with the gravity lines entering the wet well shall discharge to an inside drop consisting of a reliner-duran drop bowl design or equal. The optional hood is required for force main applications. Provide stainless steel straps with 3/8" stainless steel anchor bolts to secure the drop pipe at maximum 3'-0" o.c. evenly spaced. Extend the drop pipe to a minimum distance of one (1) pipe diameter from the floor. Extend the pipe below the low water level, cut the end of pipe to follow the angle

of the floor.

#### H. Concrete Floor and Sump Pit

The floor of the meter vault and the valve vault shall be sloped towards the sump pit. The sump pit shall be per plans with a galvanized steel grating over the pit.

The drain from the meter vault and the valve vault shall include a backwater check valve, trap, and vented per the plumbing code.

#### I. Valve supports

After discharge piping and valves have been installed in the valve chamber, adjustable pipe cradle jacks shall be placed under the valves so that the valves and tee have a 10" clearance between the floor and valve bodies. The supports shall be firmly bolted to the floor.

An adjustable pipe cradle jack shall be placed against the back or the discharge tee and then bolted to the chamber tie wall to prevent piping thrust movement.

#### J. Additional wall/floor penetrations

Access openings in addition to the openings for the incoming gravity lines and pump discharge lines, the following accesses will be included:

1. A 4" diameter access shall be located in the center of both the wet well wall and valve vault wall. The centerline shall be 20" down from the structure top. This opening will be used for pump and control wire passage between vaults.
2. A 4" diameter access shall be located at the bottom of the valve vault wall and aligned with a 4" diameter access shall be located in the wet well wall. After the two vaults have been set, 4" P.V.C. pipe shall be glued into the couplers of each wall. This pipe is used for the valve chamber drain opening. These openings shall be plugged if the design calls for a sump pit.
3. One 2-1/2" diameter access shall be placed on each side of the valve vault sidewalls 18" from the top of the structure. One of the openings is to be used for the power and control wires from the panel board. Two openings are provided for flexibility. The opening not used shall be stubbed and capped with a piece of 2-1/2" PVC.
4. All gravity lines and discharge piping will have a "z-lock" or "a-lock" type compression fitting cast-in place where the piping passes through the valve and wet well vault walls.
5. All piping will be located a minimum of 1 foot above or below structure joints.

### **65.05. CONTROL PANEL PLACEMENT**

The station pump control panel shall incorporate the pump controls, alarm system, incoming utility power and water service into one structure. The panel shall be placed as follows:

1. The control structure shall be set on a 4" thick poured concrete pad reinforcement with 8 gauge 6 X 6 welded wire mesh. The concrete shall be laid over a well

compacted 4" stone base.

2. The pad shall be laid parallel to the length of the station structure and centered between the two chambers.
3. Conduits shall be run into the power supply cabinet from beneath the structure per the detail drawing.
4. The panel shall be centered on the concrete pad.
5. The structure shall be firmly anchored to the concrete pad with six 3/8" stainless steel Wej-It type stud anchors. Anchor holes shall be drilled to the manufacturer's recommended depth. Anchors shall be Hilti Quick Bolt Two or approved equal.

**65.06. OWNER SUPPLIED EQUIPMENT**

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**65.07. FLOW METER**

A. Description

The CONTRACTOR shall furnish and install one (1) magnetic flow meter for each pump station meeting the requirements set forth in the following specifications and as shown on the drawings. The instrument shall provide for continuous flow measurement, transmitting, and control of the flow from the pump station. The magnetic flowmeter shall be as in Section 10.

General Standard Features Include: Promag 10W

| Feature model text  | Feature | Length | Feature text                    |
|---------------------|---------|--------|---------------------------------|
| Nominal Diameter    | 2H      | 0.00   | 8"                              |
| Liner:              | U       | 0.00   | Polyurethane                    |
| Process Connection: | L       | 0.00   | CL.150, A105, flange ANSI B16.5 |
| Electrodes:         | 0       | 0.00   | 1.4435/316L                     |
| Calibration:        | A       | 0.00   | 0.5%                            |
| Additional Test:    | 1       | 0.00   | w/o                             |
| Approval:           | A       | 0.00   | Non-hazardous area              |
| Housing:            | G       | 0.00   | Field Alu, IP67 NEMA4X          |

|                               |   |       |                                 |
|-------------------------------|---|-------|---------------------------------|
| Cable, Remote Version:        | 5 | 20.00 | ..... ft coil and signal cable  |
| Cable Entry:                  | B | 0.00  | Thread NPT 1/2                  |
| Power Supply; Display:        | 4 | 0.00  | 85-250VAC; 2-line, push buttons |
| Adjustment; Software Feature: | A | 0.00  | Factory setup; basic version    |
| Output:                       | A | 0.00  | 4-20mA HART + pulse passive     |

#### B. Installation

The flow meter shall be installed as shown on the drawings complete with all cables, wires, mounting brackets, and support hardware. Installer shall follow manufacturers installation instructions provided with the unit. All field wiring and grounding shall be installed in strict accordance with the manufacturer's installation manual.

### **65.08. ODOR CONTROL EQUIPMENT**

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**Community Septic Tanks and Recirculating Sand Filter**

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# **Community Septic Tanks and Recirculating Sand Filter**

## **Section 66**

### **66.01 SCOPE OF WORK**

The work to be performed under this section of the Technical Provisions shall include all labor, materials, equipment, and transportation necessary to provide and install the recirculating sand filter and related appurtenances as shown on the Drawings and specified herein.

The equipment furnished shall be designed, constructed, and installed in accordance with current practices and methods and shall operate satisfactorily when installed as shown on the Drawings and operated according to manufacturer's recommendations. The CONTRACTOR shall verify all dimensions and quantities shown on the Drawings for proper fit and function prior to bidding, ordering materials, and constructing the Community Septic Tanks and the Recirculating Sand Filter components. Any discrepancies in fit or function shall be brought to the attention of the ENGINEER prior to bid, construction, or installation. In case of conflict between the Drawings and project specifications, the CONTRACTOR shall notify the ENGINEER prior to bidding, to clarify the discrepancy and obtain a decision on which document governs. If the CONTRACTOR or any of his Subcontractors fail to notify the ENGINEER prior to bidding regarding either of the above items, then the CONTRACTOR shall provide and install the intended material or equipment at no additional cost to the Contract price. The CONTRACTOR's prices for the Community Septic Tanks and Recirculating Sand Filter and appurtenances shall be categorized according to the Bid Form.

### **66.02 Community Septic Tanks**

#### **A. General**

The CONTRACTOR shall furnish and install the Community Septic Tanks as shown on the Drawings and specified herein. Tanks shall be dual compartment and will provide a total minimum volume as shown on the Drawings. The primary chamber shall be designed with inlet and outlet pipes as required by state regulations pertaining to septic tanks.

The CONTRACTOR shall be responsible for coordinating, implementing, and operating bypass pumping facilities to the extent that they need in order to accomplish the renovations while keeping system in operation.

To avoid buoyancy of the septic tanks, the walls, lid, and baffle shall be 8-inches thick and the entire tank covered in dirt.

Provide 24-inch minimum access over both the inlet and outlet tees with reinforced-concrete risers topped with frames and covers to elevation shown on drawings.

#### **B. Septic Tank Effluent Filter**

The outlet side of the final tank in the series of community septic tanks shall receive a properly sized effluent filter, to allow for suspended solids removal. The septic effluent

filter shall be designed for the average daily flow of 18,000 gallons per day. It shall have an automatic shut-off ball installed with the filter. There shall also be a built in gas deflector. The filter shall include two Polylock PL-525 or equal installed in dual filter configuration per the manufacturer's instructions in order to obtain the required daily average flow.

C. Accessories

Provide frame and covers with machined flat bearing surfaces labeled SEWER to the size shown on the Drawings. Non-traffic Areas: Provide ASTM A48 Class 30B cast iron frames and covers designed for an H-20 loading. Traffic Areas: Provide ASTM A536 Class 35B ductile iron frames and covers designed for AASHTO M306 loading.

Provide watertight manhole frames and covers where shown on drawings, in areas where the top of the frame and cover is below the 100-year flood elevation, or when the surface is subjected to ponding or snow. Provide units with a minimum of four bolts and a gasket designed to seal cover to frame. Acceptable Manufacturers: Neenah Foundry, Deeter, U.S. Foundry or equal.

Premolded joint sealant: ASTM C990, bitumen or butyl rubber. Acceptable Manufacturers: Conseal, Ram-Nek, A-lok or equal.

Flexible Seals: ASTM C923.

D. Testing

Fill underground tanks with water and let stand overnight. If water level re-cedes, locate and repair leaks and retest at no additional cost to the Using Agency. Repeat tests and repairs until no leaks exist.

**66.03 Recirculating Sand Filters**

A. General

The CONTRACTOR shall furnish and install the Recirculating Sand Filters as shown on the Drawings and specified herein.

The CONTRACTOR shall be responsible for coordinating, implementing, and operating bypass pumping facilities to the extent that they need in order to accomplish the renovations while keeping system in operation.

B. Groundwater Underdrain System

4-inch Slotted or Perforated PVC pipe as curtain drain underneath the sand filter to drain the excess groundwater and prevent it from overflowing the sand filter. Each filter bottom shall be equipped with an underdrain system consisting of perforated pipe extending over the bottom, underneath the filter area as shown in the Drawings. It shall be wrapped with a filter sock and covered with 6 inches of 1 inch gravel. A geo-textile fabric shall be placed over the top of the drainage gravel and 2 inches of leveling sand shall be placed on top the geo-textile fabric. Groundwater shall drain daylight to ditch.

C. Polyethylene Liner

The polyethylene liner shall be an Enviro Liner Model 6040. This will be placed on top the leveling sand that covers the Groundwater Underdrain System. The liner shall completely seal the sand filter from groundwater.

D. Sand Filter Underdrain System

2 inches of leveling sand shall be placed on top the Polyethylene Liner to protect it from the next layer. 6 inches of ½” to 1” drainage gravel will cover the 4-inch Slotted or Perforated PVC pipe to drain the filtered wastewater out of the filter.

E. Filter Media

The filter media in the existing sand filter shall be removed and replaced with new media. A mixed media filter bed for wastewater treatment shall be provided consisting of an upper layer of pea gravel (3-4 inches over the laterals) with an effective size within the range of 3/8 inches; a middle layer of 24 inch deep filter sand having an effective size within the range of 0.3 - 1.0 millimeters (mm) and a uniformity coefficient not exceeding 3.5; and a layer of 2 inch deep pea gravel having an effective size within the range of 3/8 inches that covers the Sand Filter Underdrain System.

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**POLISHING REACTOR**

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# **POLISHING REACTOR**

## **Section 68**

### **65.01. GENERAL**

#### **A. Summary**

The design, fabrication, supply, and installation of the nitrification reactor system shall be as specified herein.

The work shall include furnishing equipment, material and supplies to complete the work as specified herein.

The nitrification reactor system shall be shipped for final assembly in the field. The system modules and aeration assemblies shall be connected together and anchored as shown in the drawings.

#### **B. Qualifications**

The design and supply of the nitrification reactor system shall be by Lemna Technologies, Inc. Alternative equipment manufacturers who wish to be considered must submit to the Engineer equipment specifications and submittal drawings, equipment operation and maintenance manual, CPA audited financial data from previous (12) months, list of all installations and the name/address/contact/telephone numbers of the owners of the last (10) U.S. installations. Above information is due no later than (15) days prior to the bid opening to allow engineer adequate time to perform due diligence.

The nitrification reactor system supplier shall be experienced in the manufacture, installation, and operation of specified nitrification reactor, as demonstrated by a minimum of (10) years in the nitrification reactor business and a minimum of (25) installed nitrification reactor systems.

The nitrification reactor system supplier shall be experienced in the design, integration, and installation of similar nitrification reactors when used in conjunction with aerated pond systems, as demonstrated by a minimum of (10) years experience and a minimum of (25) installed nitrification reactor/aerated pond systems.

The nitrification reactor system supplier shall have full time registered engineers specializing in wastewater treatment and licensed wastewater operators employed at their place of business to provide design services, installation supervision, start-up, training, and ongoing technical operations support.

The nitrification reactor system supplier shall be experienced in wastewater treatment processes and shall be prepared to demonstrate the affect on the client's process of the nitrification reactor supplied through documented analysis relating to flow, hydraulic retention time, and biological contact.

The nitrification reactor system supplier shall have documented water and wastewater treatment and design experience for a minimum of (20) years.

C. Submittals

The nitrification reactor system supplier shall furnish a submittal package to the Engineer for approval prior to fabrication. The submittal package shall include nitrification reactor plan and section drawings showing all appurtenances, drawings of individual components showing dimensions and materials of construction, individual component cut-sheets, and warranty.

**65.02. NITRIFICATION REACTOR SYSTEM**

The nitrification reactor system shall consist of a specified number of discrete nitrification modules composed of the individual components specified herein.

The nitrification reactor system serves as an integral part of the overall wastewater treatment process. The nitrification reactor system supplier shall guarantee their product provides adequate treatment and shall accept responsibility for the final effluent quality according to the end user's requirements.

**65.03. FIXED FILM BIOLOGICAL TREATMENT MEDIA**

The fixed film biological treatment media is fabricated from rigid polyvinyl chloride (PVC) sheets completely corrugated and forming a cross-corrugated pattern with each adjacent sheet, permitting continuous internal horizontal redistribution of both air and wastewater throughout the entire depth of media.

To ensure adequate contact time and liquid film diffusion, the media shall be capable of redistributing the wastewater horizontally a minimum of 1 meter per meter (one foot per foot) of media depth. The media provides a minimum of 120 mixing or horizontal redistribution points per 0.02832 cubic meters (1 cubic foot) of media.

The fixed film media is designed with a surface area of 0.089 to 0.223 square meters per cubic meter (27 to 72 square feet per cubic foot) of media with a minimum 95% void to volume ratio.

The fixed film biological treatment media PVC sheets shall be resistant to rot and fungal growth, and be chemically resistant to normal municipal concentrations of sewage acids, alkalis, organic solvents and organic compounds.

The PVC compound shall be UV resistant and specially formulated to resist long-term fatigue cracking under continuous loading.

**65.04. MEDIA SUPPORT FRAME**

The media support frame shall be fabricated from 2 inch x 2 inch x 1/8 inch (50.8mm x 50.8mm x 3.175mm) 3160stainless steel angles and fastened together with 6.35mm (1/4

inch) threaded 316 stainless steel rods as shown on the drawings.  
All hardware shall be 316 stainless steel .

#### **65.05. PRE-AERATION DIFFUSER ASSEMBLY**

Refer to Section 11200 (Diffused Aeration System Specification).

#### **65.06. REACTOR DIFFUSER ASSEMBLY**

The aeration piping used in the reactor diffuser assembly shall be constructed of Schedule 40 PVC tubing in the configuration shown on the drawings.

All feedlines shall be 31.75mm (1-1/4 inch) EPDM flexible hose fastened with stainless steel hose clamps.

All assembly fittings shall be of Schedule 40 or greater PVC tubing.

#### **65.07. EXECUTION**

All fabrication and welding of the individual components of the nitrification reactor system shall be performed in a climate-controlled building.

The nitrification reactor system shall be designed to enable installation of the reactor in either a full or empty basin.

The nitrification reactor system supplier shall provide installation supervision services as part of overall nitrification reactor system supply.

The nitrification reactor system supplier shall provide technological wastewater treatment start-up services as part of overall nitrification reactor system supply .

#### **65.08. WARRANTY**

The nitrification reactor supplier shall warrant to buyer that all components furnished will be free from defects in materials and workmanship for a period of (12) months from the date of shipment. In the event of material or workmanship failure, supplier shall either repair or replace the damaged or defective components or services or refund payments to buyer for the components or services found to be defective.

The nitrification reactor supplier shall be responsible for guaranteeing effluent quality according to the end user's requirements, as the nitrification reactor is an integral part of the overall treatment process.

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# **Electrical**

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## **Electrical**

### **Section 82**

#### **82.01. SCOPE OF WORK**

Work Included: Furnish all equipment, machinery, labor, materials, apparatus and services necessary to complete the electrical and control system as shown on the drawings and as described in these specifications. Also included is all work, services, testing, adjusting, retesting and readjusting as required in order to place into approved satisfactory operation all of the systems shown on the Drawings, called for in the specifications, as directed by the ENGINEER, and as required by the job conditions.

The CONTRACTOR shall make a complete review of the Drawings and Specifications and bring to the attention of the ENGINEER prior to bidding any Work that he feels should be included.

The CONTRACTOR shall provide Record Drawings ("As-Built" Drawings) of schematics of all control panels and major electrical components, and shall include the costs for such in his Bid Price.

#### **82.02. CODES AND FEES**

All electrical work shall conform to the National Electric Code of the National Board of Fire Underwriters as a minimum standard of quality and performance, as well as the National Electric Safety Code and all local codes.

All electrical materials shall bear the National Board of Fire Underwriters label whenever standards have been set and label service is regularly furnished by that agency.

All material shall be installed in accordance with manufacturer's directions. If Drawings or Specifications are contrary to manufacturer's directions, CONTRACTOR will bring this to the attention of the ENGINEER for final decision as to method of installation.

The CONTRACTOR shall obtain and pay for all permits required for the execution of the Work under this Contract. All tests and inspections required by the authorities having jurisdiction will be made by the CONTRACTOR at his expense. The CONTRACTOR shall deliver certificates of all such permits and inspections to the ENGINEER.

Equipment Grounding - Each electrical equipment item in the station shall be properly grounded per Section 250 of the National Electrical Code. Items to be grounded include, but are not limited to, pump motor frames, control panel, transformer, receptacles, lights, light switches, exhaust fans, and pressure switches. All ground wires from installed equipment shall be in conduit and shall lead back to the control panel to a copper ground buss specific for grounding purposes and so labeled. The ground buss shall be complete with a lug large enough to accept the installing electrician's bare copper earth ground wire. The bus shall serve as a bond between the earth ground and the equipment ground wires. In addition, site electric service grounding shall be done according to local electric utility requirements.

### **82.03. TESTS**

The complete electrical system will be tested after completion of the Work and reports of the test will be given to the ENGINEER.

Tests will include:

- A. Tests for shorts.
- B. Tests for open circuits.
- C. Voltage test at point furthest from electric service to determine that there is no excessive drop in potential.
- D. Test the insulation resistance of the system to ground with a Meggar.

The CONTRACTOR shall correct any abnormal condition found in the electrical system at his expense.

### **82.04. CONDUIT**

Conduit shall be sized to the N.E.C. Requirements for conduit fill, but in no case be less than ½" in diameter. The conduit shall also bear the Underwriters Laboratories inspection label.

Rigid conduit, sized by the Electric Controls/Telemetry Manufacturers to adequately accept the inbound service conductors, and/or telemetry or telephone cables, shall be installed from the main power or control panel through the floor and/or wall and terminate exterior to the building.

All wiring within the building and outside of the control panel or panels shall be run in Schedule 40 PVC conduit properly supported at a 36-inch maximum spacing, except for the watertight flexible conduit and fittings properly used to connect pump drivers, fan motors, solenoid valves, limit switches, etc., where flexible connections are best utilized. The dehumidifier(s), exhaust fan(s), and air conditioner(s), where furnished by the original manufacturer with a UL approved rubber cord and plug, may all be plugged into their associated receptacles. The heater(s) shall be direct-wired.

Unless otherwise noted, conduit shall be Schedule 40 PVC conduit adequately sized by the Electric Controls/Telemetry Manufacturers to handle the type, number and size of equipment conductors to be carried - in compliance with Article 347 of the National Electrical Code (NEC) and NEMA TC-2, Federal WC-1094A and UL-651 Underwriters Laboratories Specifications.

In chemical feed rooms conduit shall be rigid, heavy wall, Schedule 40 PVC with solvent weld moisture-proof connections adequately sized to handle the type, number and size of equipment conductors to be carried, in compliance with Article 347 of the National Electrical Code and NEMA TC-2, Federal WC-1094A and UL-651 Underwriters Laboratory Specifications.

Flexible Connections - Where flexible conduit connections are necessary, the conduit used shall be liquid-tight, flexible, totally nonmetallic, corrosion resistant, nonconductive, U.L. listed conduit sized to handle the type, number and size of equipment conductors to be carried - in compliance with Article 351 of the National Electrical Code.

Metallic conduit shall have insulated bushings.

All conduit will be swabbed until all moisture and grit are removed before pulling wire.

Double locknuts shall be used at termination of rigid steel conduit at all knockout openings.

All exposed conduit shall run parallel to walls.

## **82.05. WIRE AND CABLE**

Minimum size wire is to be #12 except internal 120 volt control wire can be #14. All sizes to be A.W.G.

All low voltage control wire ( 50 volt or less ) shall be solid copper.

All operating voltage wire (120 volt or greater) shall be 600 volt, THWN unless otherwise stated on the plans. #10 and smaller wire shall be solid, #8 and larger shall be stranded.

All wire is to be 98% conductivity copper.

Motor circuit conductors shall be sized by the Electric Controls/Telemetry Manufacturers for load. All branch circuit conductors supplying a single motor of one (1) horsepower or more shall have an ampacity of not less than 125 percent of the motor full load current rating, dual rated type THHN/THWN, as set forth in Article 310 and 430-B of the National Electrical Code, Schedule 310-13 for flame retardant, heat resistant thermoplastic, copper conductors in a nylon or equivalent outer covering.

Control and accessory wiring shall be sized by the Electric Controls/Telemetry Manufacturers for load, type MTW/AWM (Machine tool wire/appliance wiring material) as set forth in Article 310 and 670 of the National Electrical Code, Schedule 310-13 and NFPA Standard 79 for flame retardant, moisture, heat and oil resistant thermoplastic, copper conductors in compliance with NMTBA and as listed by Underwriters' Laboratories (AWM), except where accessories are furnished with a manufacturer supplied UL approved rubber cord and plug.

Power supply wiring and wiring for controls shall be designed for separate conduit runs, or otherwise be physically separated as necessary to avoid any potential electrical interference problems with the two types of wiring. It shall be the Electric Controls/Telemetry Manufacturers' responsibility, at no increase in the Contract price, to resolve any interference problems of this type.

## **82.06. WIRE CONNECTIONS AND DEVICES**

All fixture and branch circuit wiring joints, in junction and outlet boxes, shall be made with U.L. approved connectors and listed for 600 volts, (1,000 volts when enclosed in fixture or sign), as a pressure cable approved connector. Connector body shall consist of a cone-shaped coil spring insert, insulated with a Phenolic shell which shall be knurled for easy grip and capable of use with a wrench supplied by the manufacturer or with an electrician's pliers.

Connectors shall be Ideal Industries [#78B, #76B, or #74B] for branch circuit wiring.

Duplex, ground fault circuit interrupter type receptacles shall be furnished about the periphery of the building, with at least one (1) receptacle adjacent to main control panel, as shown on the Drawings. Exterior waterproof receptacles shall be provided as well, as shown on the Drawings. Chemical room receptacles shall be installed at least 5 ft off the floor to avoid being blocked by chemical drum containers, etc.. All receptacle locations shall be coordinated with and pre-approved by the OWNER. Receptacles shall be 20A, GFCI rated [Hubbel, or equal].

## **82.07. LIGHTING**

Inside lighting fixtures shall be two-tube, 32 watt per tube, rapid start, enclosed and gasketed, forty-eight (48) inch minimum length fluorescent light fixtures installed within the building, as shown on the Drawings for this item. The fixtures shall be both chemical resistant and water resistant. At least one (1) light fixture shall be located near the main control panel. The light switch shall be of the night glow type and be located conveniently adjacent to the main entry. Open fluorescent or incandescent fixtures will not be accepted. Fixtures shall be [Day-Brite model TSW-232, or equal.]

The outside lighting fixture shall be an incandescent lighting motion sensor kit, installed above the entry doors to the pump room and ammonia room as shown on the drawings. It shall be an all metal, heavy duty weatherproof design, with a 270 degree field of view, capable of scanning a 23,500 square foot area. It shall have multiple time and range settings with automatic photocell deactivation during daylight. It shall use 150W lamps and they shall be included in the installation. The outside lighting fixture shall be [LumaPro , No. 4VW93, or equal.]

The Electric Controls/Telemetry Manufacturers shall provide one lighting transformer, [45KVA, 480x120-208 Volt.]

Lightning Arrestor/Surge Suppressor

### A. Description

These specifications describe the electrical requirements for Transient Voltage Surge Suppression (TVSS) for Total Facility Protection (AC). The specified system shall provide effective TVSS in all ANSI/IEEE C62.41-1991 environments connected on the load side of the facility's meter. The TVSS shall be designed and manufactured in the USA and the manufacturer must have engaged in the design and manufacture of TVSS for a minimum of 5 years.

Related Documents and Applicable Standards:

Systems shall be designed, manufactured, tested and installed in accordance with the following standards:

1. Underwriters Laboratories (UL 1449)
2. Canadian Standard Association (cUL)
3. National Electrical Manufacturers Association
4. American National Standards Institute
5. Institute of Electrical and Electronic Engineers (C62.41 and C62.45)

6. Military Standards (MIL-STD 220A)
7. National Electric Code (Article 280)
8. National Fire Protection Association (NFPA-78)
9. Federal Information Processing Standards Publication (FIPS PUB 94)

System shall be tested to meet ANSI/IEEE C62.41-1991, tested per ANSI/IEEE C62.45-1992. The system shall be tested to 1,000 sequential ANSI/IEEE C62.41 Category C waveforms. The system shall be tested to MIL-STD 220A for electrical line noise attenuation per 50 ohm insertion loss measurement method of RF Frequencies up to 100 MHZ.

B. Work Included

Transient Voltage Surge Suppression (TVSS) System.

C. Location

[Booster Service Entrance]: Unit shall be rated for Category C location per ANSI/IEEE C62.41-1991. Unit shall be rated for 100,000 amperes per phase. Phase should be measured between L-N, L-G and L-L. Joule rating > 8,000.

Acceptable manufacturers are [Ditek, DTG and DTGX-Series (1-800-753-2345), M.G., SPB and MZC Series (1-800-444-9860), or approved equivalent.]

D. Electronic Equipment (Telemetry)

Suppressors must be installed at the point of AC service to the electronic equipment and meet the following criteria:

1. Must be AC outlets capable of handling 15 amps.
2. Surge Capacity: 39,000 amps (8 x 20 uSec).
3. Joule Rating: 420 joules (10 x 1000 uSec). (Min.)
4. All mode protection: L-L, L-N, L-G.
5. EMI/RFI Filtering.
6. UL 1449 (330 volts).
7. Diagnostic Indicator Lights.
8. Lifetime Warranty.
9. Acceptable Manufacturers: [Ditek (1-800-753-2345), M.G. (1-800-444-9860), or approved equivalent.]

E. Installation

The specified system shall be installed as close as possible, but not further than 12 inches in total wire lead length distance from the panel board it is protecting and shall avoid any unnecessary bends. Insulated conductors shall be provided for all necessary power and ground connections. System shall be complete, including status indicator lights providing independent protection circuit status. Other materials and equipment shall comply with applicable Sections of this Division.

F. Warranty

Manufacturer shall provide a product warranty for LIFETIME from date of installation. Warranty shall cover unlimited replacement of system components during the warranty period.

G. Quality Assurance

Those firms responding to this specification shall provide proof that they have been regularly engaged in the design and manufacturing for at least five (5) years.

**82.08. GENERATOR AND TRANSFER SWITCH**

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**82.09. PULLING CABLE - LUBRICANT**

When necessary to use a lubricant for pulling wires, lubricant must be listed by Underwriters' Laboratories, Inc., and must be of such consistency that it will dry completely when exposed to air. Lubricant must leave no obstruction or tackiness that will prevent pulling out old wires or pulling in new wires or additional wires, and after drying must leave a film of lubricating wax which will promote easy movement of the wires. No soap flakes, vegetable oils, or ordinary lubricating oil or grease will be permitted in the conduit. Lubricant shall be [Ideal "Yellow-77" or equal.]

**82.01. COORDINATION WITH LOCAL ELECTRICAL AND TELEPHONE UTILITIES**

As described in Section 14.12, the Electric Controls/Telemetry Manufacturer shall coordinate work with the local electric and telephone utilities, sub-contractors, etc., for providing any necessary electric and telephone services, both temporary and long-term. Before ordering materials and equipment, the Electric Controls/Telemetry Manufacturer shall determine from the local utility: who is intended to provide the necessary services for the proposed improvements, that the service is available, that the service will be supplied, who is responsible for setting power poles and meter bases, etc.. If any changes should be required or any services are unavailable, the Electric Controls/Telemetry Manufacturer shall immediately notify the ENGINEER.

The Electric Controls/Telemetry Manufacturer shall further determine what service and material is being provided by the local electric and/or telephone utility and what material must be provided by the Electric Controls/Telemetry Manufacturer, and shall include all such costs in his bid, in order to produce a complete and properly functioning system. The Electric Controls/Telemetry Manufacturer shall determine what cost, if any, will be required for providing the service requested, shall pay all such costs, and shall include all such costs in his bid. The Electric Controls/Telemetry Manufacturer shall secure all necessary temporary power and/or telephone for construction of the project (for all trades, subcontractors, etc.), shall pay all such costs, and shall include all such costs in his bid. No additional payments will be allowed.

# IEPA Permit

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ILLINOIS ENVIRONMENTAL PROTECTION AGENCY  
WATER POLLUTION CONTROL PERMIT

LOG NUMBERS: 2023-67543

PERMIT NO.: 2023-AB-67543

BOW ID W1330200002

FINAL PLANS, SPECIFICATIONS, APPLICATION  
AND SUPPORTING DOCUMENTS

DATE ISSUED: January 3, 2023

PREPARED BY: Heneghan & Associates, P.C.

SUBJECT: MAEYSTOWN – Wastewater Treatment Facility Improvement  
(Village of Maeystown– Sewage Treatment Plant) – Sanitary Sewer Permit

PERMITTEE TO CONSTRUCT AND OWN

Village of Maeystown  
P.O. Box 66  
Maeystown, Illinois 62256

Permit is hereby granted to the above designated permittee(s) to construct and operate water pollution control facilities described as follows:

Repairing two existing 61' x 50' sand filter beds each with 4 feet of lateral spacing and a polishing reactor.

The rated capacities of the above referenced treatment plant will not change as a result of these improvements.

This Permit is issued subject to the following Special Condition(s). If such Special Condition(s) require(s) additional or revised facilities, satisfactory engineering plan documents must be submitted to this Agency for review and approval for issuance of a Supplemental Permit.

SPECIAL CONDITION 1: The Permittee to Construct shall be responsible for obtaining an NPDES Storm Water Permit prior to initiating construction if the construction activities associated with this project will result in the disturbance of one (1) or more acres total land area. Additional information is provided on the following webpage: <https://www2.illinois.gov/epa/topics/forms/water-permits/storm-water/Pages/construction.aspx>.

SPECIAL CONDITION 2: If this project is located within a wetlands, the U.S. Army Corps of Engineers may require a permit for construction pursuant to Section 404 of the Clean Water Act.

SPECIAL CONDITION 3: This permit also covers all necessary appurtenances not specifically mentioned herein but detailed in the specifications and/or the design drawings.

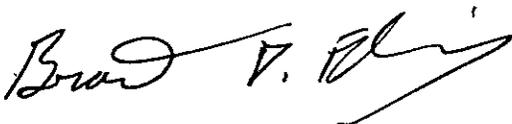
SPECIAL CONDITION 4: The operational portion of this permit shall be governed by NPDES Permit No. IL0071226.

SPECIAL CONDITION 5: The water pollution control facilities described above shall be maintained and serviced per the manufactures requirements for the life of the system.

THE STANDARD CONDITIONS OF ISSUANCE INDICATED ON THE REVERSE SIDE MUST BE COMPLIED WITH IN FULL. READ ALL CONDITIONS CAREFULLY.

BDF:FJA:2023-67543

cc: EPA-Collinsville FOS  
Heneghan & Associates, P.C.  
Records - Municipal

  
Brant D. Fleming, P.E.  
Manager, Municipal Unit, Permit Section

READ ALL CONDITIONS CAREFULLY:  
STANDARD CONDITIONS

The Illinois Environmental Protection Act (Illinois Revised statutes Chapter 111-12. Section 1039) grants the Environmental Protection Agency authority to impose conditions on permits which it issues.

1. Unless the construction for which this permit is issued has been completed, this permit will expire (1) two years after the date of issuance for permits to construct sewers or wastewater sources or (2) three years after the date of issuance for permits to construct treatment works or pretreatment works.
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 to the Agency and a supplemental written permit issued.
4. The permittee shall allow any agent duly authorized by the Agency upon the presentations 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 to 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 assurance of this permit:
  - a. Shall not be considered as in any manner affecting the title of the premises 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 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 offices, 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. Unless a joint construction/operation permit has been issued, a permit for operating shall be obtained from the Agency before the facility or equipment covered by this permit is placed into operation.
7. These standard conditions shall prevail unless modified by special conditions.
8. The Agency may file a complaint with the Board for suspension or revocation of a permit;
  - a. Upon discovery that the permit application contained misrepresentations, misinformation, or false statement 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.