

INVITATION TO BIDDERS

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INVITATION TO BIDDERS

CITY OF MONTICELLO

SEWER LINING - 2017

Sealed bids for the construction of the Sewer Lining - 2017 will be received at the CITY OF MONTICELLO City Hall at 210 N. Hamilton, Monticello, Illinois 61856. The Bid Opening is at 10:00 AM (local time) on Monday, October 31, 2017 at the CITY OF MONTICELLO City Hall.

The project consists of lining approximately 3900' of 8" and 200' of 6" sewer with cured-in-place pipe, televised inspection, sewer cleaning, reinstating service taps and design and installation of temporary bypass pumping where required.

The Project Documents may be obtained by contacting Jim Grabarczyk at (217) 762-7512 or jag@cityofmonticello.net. The Project Documents will be distributed electronically. The bidder will be responsible for making hard copies of the Project Documents. The CITY OF MONTICELLO has televised most, but not all of the sewer proposed to be lined. Copies of the videos are available for \$25.

All questions shall be directed to Jim Grabarczyk at (217) 762-7512 or jag@cityofmonticello.net and received no later than Wednesday, October 18, 2017 at 12:00 PM. All questions shall be answered by issuing addenda no later than 12:00 PM on Monday, October 23, 2017.

Bids shall be properly and completely executed on the Bid forms, and must be accompanied by a satisfactory Bid Security and other documents as may be described in the Instructions to Bidders.

A certified or cashier's check payable to the CITY OF MONTICELLO or a Bid bond in an amount equal to five (5) percent of the Bid amount must accompany each Bid. Bid security may be retained by the CITY OF MONTICELLO for a period of not-to-exceed sixty (60) days for all Bidders and not-to-exceed ninety (90) days for the Bidder given tentative award of Contract. The successful Bidder will be required to provide a Contract Bond in the amount of one hundred (100) percent of the Contract amount.

Bidders must be experienced in the construction of the type of facilities to be built under this Contract for which a Bid is submitted.

Minimum wage rates to be paid under this Contract have been established in accordance with the requirements of the Illinois Department of Labor.

Compliance with 30 ILCS 570/ Employment of Illinois Workers on Public Works Act and 820 ILCS 130/Illinois Prevailing Wage Act will be required under this Contract.

The CITY OF MONTICELLO reserves the right to reject any and all Bids or to waive any informalities in the bidding, should the CITY OF MONTICELLO deem it to be in the public interest to do so. Unless Bids are rejected for good cause, the Contract will be awarded to the lowest responsive, responsible Bidder.

DIVISION I GENERAL REQUIREMENTS AND COVENANTS

SECTION 1. DEFINITION OF TERMS AND APPLICABILITY OF THE STANDARD SPECIFICATIONS

1-1 DESCRIPTION

When a Standard Specification number is used in the Specifications it shall be taken to mean the latest revision of that Standard Specification at the time of the Bid.

1-2 DEFINITIONS

Whenever in the Specifications and CONTRACT the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

ABBREVIATIONS - The following organizations are referred to in this Specification by abbreviations of their titles. Additional information noted but not detailed can be obtained from these organizations by writing to them at their respective addresses.

AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street N.W., Suite 249 Washington, D.C. 20001 www.transportation.org (202-624-5800)
ANSI	American National Standards Institute 25 West 43rd Street, 4th floor New York, NY 10036 www.ansi.org (212-642-4900)
ASTM	ASTM International (formerly American Society for Testing and Materials) 100 Barr Harbor Drive P.O. Box C700 West Conshohocken, PA 19428-2959 www.astm.org (610-832-9500)
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235 www.awwa.org (800-926-7337)
IDPH	Illinois Department of Public Health 535 West Jefferson, Floor 5 Springfield, IL 62761-5058 www.idph.state.il.us (217-782-7860)
IDOT	Illinois Department of Transportation 2300 South Dirksen Parkway Springfield, IL 62763-0002 www.dot.il.gov (217-782-7820)
IEPA	Illinois Environmental Protection Agency

1021 N. Grand Ave. E. P.O. Box 19276
Springfield, IL 62794-9276
www.epa.state.il.us (888-372-1996)

ISO	Insurance Services Organization 545 Washington Boulevard Jersey City, NJ 07310-1686 www.iso.com (800-888-4476)
MSS	Manufacturers Standardization Society 127 Park Street NE Vienna, VA 22180 www.mss-hg.com (703-281-6613)
NSF	NSF International (formerly National Sanitation Foundation) Box 130140 789 North Dixboro Road Ann Arbor, MI 48113-0140 www.nsf.org (734-769-8010)
OSHA	Occupational Safety & Health Administration US Department of Labor 200 Constitution Avenue Washington, DC 20210 www.osha.gov (800-321-OSHA)

ADDENDA - Written or drawn changes issued prior to the opening of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

AWARD (Also Notice of Award) - The written decision of the OWNER to accept the Bid of the lowest responsible and responsive Bidder for the WORK, subject to the execution and approval of a satisfactory CONTRACT therefore, and to such other conditions as may be specified or otherwise required by law.

BID- The written offer of a Bidder to perform the proposed WORK at the prices quoted.

BID DOCUMENTS- The documents provided to potential Bidders which includes, but is not limited to:

1. Plans 2. Specifications and Special Provisions 3. General and Supplemental Conditions 4. Addenda (when applicable) 5. Invitation for Bids 6. Bid Form 7. Wage Rates (when applicable) 8. Any Required Assurances, Certifications, and Disclosures

BID GUARANTY (Bid Bond) - The security designated in the Bid form to be furnished by the Bidder as a guaranty that said Bidder will enter into a contract with the OWNER for the acceptable performance of the WORK and will furnish the required Contract Bond if the CONTRACT is awarded to him/her.

BIDDER - Any individual, firm, partnership, or corporation, duly authorized or licensed to do business in the State of Illinois, submitting a Bid for the WORK contemplated, acting directly or through a duly authorized representative.

CALENDAR DAY- Every day shown on the calendar

CONTRACT- The written agreement between the OWNER and the CONTRACTOR setting forth the obligations of the parties there under, including, but not limited to, the performance of the WORK (the furnishing of labor and materials, and the basis of payment).

The CONTRACT includes such of the following document parts as may be utilized. Those document parts so utilized will be as fully part of the CONTRACT as if therein set out verbatim, or, if not attached, as if attached thereto.

1. Addenda 2. Supplemental Conditions of CONTRACT 3. General Conditions of CONTRACT a) Federal b) State c) Division I of the latest edition of the Standard Specifications for Water and Sewer Main Construction in Illinois (if applicable). 4. Standard Specifications 5. Supplemental Specifications 6. Special Provisions 7. Plans 8. CONTRACTOR'S Contract Bond 9. CONTRACTOR'S Bid 10. Notice to Proceed 11. Notice of Award 12. Invitation for Bids

CONTRACTOR- The Bidder awarded the CONTRACT for the WORK.

CONTRACT BOND- The approved form of security furnished by the CONTRACTOR and his/her surety as a guaranty that he/she will execute the WORK in accordance with the terms of the CONTRACT.

CONTRACT TIME - The number of working days or calendar days or combination allowed for completion of the contract, including authorized time extensions.

CULVERT- A drainage structure extending across and beneath a traveled way and having a tubular or box type cross section, open on both ends.

ENGINEER- Jim Grabarczyk, Public Works Director City of Monticello, including such assistants as are authorized to represent him, during the construction phase activities of the WORK.

FORCE MAIN- A pipe constructed or used to carry sewage under pressure.

GENERAL CONDITIONS - The written provisions of the contract that define the rights and obligations of the contracting parties.

INSPECTOR - The authorized agent of the OWNER or of the ENGINEER assigned to make detailed inspections of any or all portions of the WORK.

INVITATION FOR BIDS - The official advertisement and solicitation for Bids for all WORK or materials on which Bids are required. Such advertisement will indicate with reasonable accuracy the quantity and location of the WORK to be done or the character and quantity of the material to be furnished and the time and place of the opening of Bids.

LABORATORY- An established testing laboratory approved by the ENGINEER.

MANHOLE - A vertical enclosed structure providing access to a pipe line or other structure.

NOTICE OF AWARD (See Award)

NOTICE TO PROCEED - A written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date of commencement of the WORK.

OWNER - The City of Monticello, 210 North Hamilton, Monticello, IL, 61856

PLANS (Project Plans or Drawings) - All official drawings or reproductions of drawings pertaining to the WORK provided for in the CONTRACT, which show the location, character, dimensions, and details of the WORK to be done.

PLUMBING - Plumbing shall be as defined in the latest adopted Illinois Plumbing Code, copies of which are available from the IDPH.

RAILROAD - The Railroad or Railway Company whose property is involved in the WORK.

RIGHT-OF-WAY AND EASEMENTS - The areas owned, or acquired by permanent easement; also, the areas acquired by temporary easement during the time the easement are in effect.

SEWER, COMBINED -Any sewer constructed or used for the purpose of carrying both storm water and waterborne wastes to a treatment facility.

SEWER, SANITARY - Any sewer constructed or used for the purpose of carrying waterborne wastes to a treatment facility.

SEWER, SERVICE - A branch sanitary sewer line constructed from the main sanitary sewer line to a point of service.

SEWER, STORM - A sewer constructed or used for carrying storm water or sub-surface water to a storm water outlet.

SPECIAL PROVISIONS - Specific directions, provisions, requirements, and revisions of the Specifications peculiar to the WORK under consideration which is not satisfactorily provided for in the Specifications.

SPECIFICATIONS- The body of directions, provisions, and requirements contained herein, or any supplement to this document referred to in the Special Provisions, together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing the WORK, the quantities, or the quality of materials to be furnished under the CONTRACT.

SUBCONTRACTOR - The individual, firm, partnership, or corporation to whom the CONTRACTOR, with written consent of the OWNER, assumes obligation for performing specified work.

SUPPLEMENTAL AGREEMENT - A written agreement executed by the OWNER and the CONTRACTOR covering modifications or alterations of the terms of the original CONTRACT.

SUPPLEMENTAL SPECIFICATIONS/CONDITIONS - Additions and revisions to the Standard Specifications/General Conditions that are adopted subsequent to the issuance of this Specification.

SUPPLIER -Any person or organization who supplies materials or equipment for the WORK including that fabricated to a special design.

SURETY - The Corporation, partnership, or individual, other than the CONTRACTOR, executing the CONTRACT BOND.

WATER MAIN -A pipe constructed or used to carry potable water under pressure.

WATER SERVICE LINE- That line connected to the water main which delivers potable water to the user's facilities.

WORK - Work shall mean the furnishing of all labor, materials, tools, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all duties and obligations imposed by the CONTRACT. Work may also be used in context to describe, in whole or in part, the completed facilities to be constructed, altered, or removed as detailed in the CONTRACT. The ENGINEER will have exclusive authority to determine the intent and meaning of the usage of this term wherever it appears in the CONTRACT.

END OF SECTION 1

DIVISION I GENERAL REQUIREMENTS AND COVENANTS

SECTION 2. BIDDING REQUIREMENTS AND CONDITIONS

2-1 INVITATION FOR BIDS

Bidders will be furnished with an Invitation for Bids stating the location and description of the WORK contemplated, the estimated quantities of WORK to be performed, the amount of the Bid Guaranty, requirements pertaining to labor, and the date, time and place of filing and opening Bids. All documents bound with or attached to the Invitation for Bids shall be considered a part thereof, and shall not be detached or altered.

2-2 INTERPRETATION OF ESTIMATE OF QUANTITIES

An estimate of quantities of WORK to be done and materials to be furnished under the Specifications is given in the Bid Documents. It is given as a basis for comparison of Bids and the Award of the CONTRACT. The OWNER and ENGINEER do not expressly or by implication agree that the actual quantities involved will correspond therewith; nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities pertaining to the WORK.

Payment will be based on the actual quantities of WORK performed, in accordance with the CONTRACT, at the CONTRACT unit prices. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities. The OWNER reserves the right to omit items entirely, or to increase or decrease items as provided in Articles 4-2 and 9-5.

2-3 EXAMINATION OF BID DOCUMENTS AND SITE OF WORK

The Bidder shall, before submitting a Bid, carefully examine the Bid Documents, form of CONTRACT, and Contract Bond. He/she shall inspect in detail the site of the proposed WORK and be familiar with the local conditions affecting the CONTRACT and the detailed requirements of construction. If the Bid is accepted, he/she will be responsible for all errors in his/her Bid resulting from his/her failure or neglect to comply with these instructions. The OWNER or ENGINEER will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

All information available to the OWNER, if any, on subsurface exploration will be made available for examination by prospective Bidders. When the Bid Documents include information pertaining to sub-surface explorations, borings, test pits, and other preliminary investigations, such information is included only for the convenience of the Bidder. The OWNER or ENGINEER assumes no responsibility whatever in respect to the sufficiency of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the WORK, or that unanticipated developments may not occur.

When the Bid Documents include information pertaining to the location of underground utility facilities, such information is only included for the convenience of the Bidder. The OWNER or ENGINEER assumes no responsibility whatever in respect to the sufficiency or accuracy of the information, or lack of information, relative to the location of underground utility facilities.

2-4 PREPARATION OF THE BID

The Bidder shall submit his/her Bid on the form furnished by the OWNER. The Bid shall be executed properly and prices shall be made for all items or work indicated in the Bid form, except when alternate Bids are asked, a price on more than one alternate for each item is not required. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid form; he/she shall show the products of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated shall be the summation of said products. All writing shall be with ink or typewritten, except the signature of the Bidder which shall be written with ink.

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

2-5 SUBMISSION OF BIDS

A. Enclose each Bid in a sealed envelope, clearly identified with the name of the project, date of Bid opening, name of Bidder, and the words "Sealed Bid – Sewer Lining – 2016" to prevent inadvertent opening prior to the scheduled time. Address the envelope to:

CITY OF MONTICELLO
210 N. Hamilton
Monticello, Illinois 61856

B. Forms required to be submitted: 1) Proposal/Contract Cover 2) Proposal 3) Schedule of Prices 4) Signatures 5) Proposal Bid Bond

C. To be accepted, any Bid must be received by the Owner prior to the Bid opening time referenced above. Bids received after the time and date specified herein will be returned to the Bidder unopened.

2-6 REJECTION OF BIDS

Bids that contain omissions, erasures, alterations, additions not called for, conditional or alternate Bids, unless called for, irregularities of any kind, or Bids otherwise regular which are not accompanied by the proper Bid Guaranty will be rejected as non-responsive. Rejection of a Bid based upon time of completion shall be permitted only when it is specifically stated in the Bid Documents that time of completion will be a basis for Award. However, the OWNER reserves the right to reject any or all Bids and to waive such technical error as may be deemed best for the interest of the OWNER.

2-7 BID GUARANTY

Each Bid shall be accompanied by a Bid Bond, bank cashier's check, or a properly certified check for at least five (5) percent of the amount Bid.

If a multiple Bid is called for and submitted, the Bid Bond, bank cashier's check, or certified checks which accompany the individual Bids making up the combination shall be considered as also covering the multiple Bid.

The Bid Bonds, bank cashier's checks, or certified checks accompanying Bids shall be made payable to the OWNER.

2-8 DELIVERY OF BIDS

Bids shall be delivered prior to the time and at the place indicated in the Invitation for Bids. Each Bid shall be placed in an envelope sealed and plainly marked to indicate its contents. Only sealed Bids will be accepted.

Bids will not be opened unless they are received at the place of letting and prior to the time stated in the Invitation for Bids.

2-9 WITHDRAWAL OF BIDS

Permission will be given a Bidder to withdraw a Bid if he/she makes a request in writing before the time for opening Bids. If a Bid is withdrawn, the Bidder will not be permitted to submit another Bid for the same WORK at the same letting.

2-10 MODIFICATION OF BIDS

Modifications of bids shall be made in writing, including telegrams and facsimiles, and must be received at the bid opening office before the time for opening bids. The modifications shall not reveal the total bid price, but shall provide a modified bid unit price and an addition or subtraction amount so that the final bid price can be determined only after the sealed bid is opened.

2-11 PUBLIC OPENING OF BIDS

Bids will be opened and read publicly at the time and place specified in the Invitation for Bids. Bidders, their authorized agents, and other interested parties are invited to be present.

2-12 DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his/her Bid:

- (a) More than one Bid for the same WORK from an individual, firm, partnership, or corporation under the same or different names.
- (b) Evidence of collusion among Bidders.
- (c) Unbalanced Bids in which the prices for some items are substantially out of
- (d) Failure to submit a unit price for each item of WORK listed in the Bid form.
- (e) Lack of competency as revealed by financial statement or experience questionnaire, if such are required.
- (f) Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.
- (g) Uncompleted work which, in the judgment of the OWNER, might hinder or prevent the prompt completion of additional work.

2-13 COMPETENCY OF BIDDERS

The Bidder, if a corporation, shall show the name of the State in which the corporation is chartered. Each Bidder shall furnish the OWNER, within two (2) weeks after request, with satisfactory evidence of his/her competency to perform the WORK contemplated. When requested, he/she shall submit to the OWNER a financial statement prepared by a Certified Public Accountant showing his/her financial condition at the end of his/her past fiscal year. The accountant who prepares the statement shall certify that he/she holds a valid and unrevoked certificate as a Certified Public Accountant, issued in accordance with the laws of the State in which he/she is licensed. The Bidder, if requested, shall also answer and submit questionnaires relating to his/her experience and available equipment for performing construction work similar to that for which he/she is offering a Bid, and shall do so within the same two (2) weeks from the time of request.

Before an Award is made, the Bidder may, at the option of the OWNER, be required to furnish a statement showing the value of all uncompleted work for which he/she has entered into contracts.

END OF SECTION 2

DIVISION I GENERAL REQUIREMENTS AND COVENANTS

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3-1 CONSIDERATION OF BIDS

The Bids received will be compared on the basis of the summation of the products of the items of WORK listed and unit prices offered. In case of discrepancy between the gross sums and the unit prices shown in the Bid, the unit prices shall govern, and any errors found in said gross sums shall be corrected. In awarding CONTRACTS, the OWNER will, in addition to considering the amounts stated in the Bid, take into consideration the responsibility of the various Bidders as determined from a study of the data required under Article 2-13 and from other investigations which the OWNER may elect to make.

3-2 AWARD OF CONTRACT

Except in cases where the OWNER exercises the right to reject any or all Bids, the CONTRACT will be awarded, as soon as practicable, after the opening of the Bids.

If a CONTRACT is not awarded within forty-five (60) days after the opening of Bids, a Bidder may file a written request with the OWNER for the withdrawal of his/her Bid or the Award date may be extended by mutual consent of the OWNER and Bidder. The OWNER will have a maximum of five (5) days after the receipt of such request to Award the CONTRACT or release the Bidder from further obligation by return of the Bidder's Bid Guaranty.

3-3 RETURN OF BID GUARANTY

The Bid Guaranties of all except the two (2) lowest Bidders will be returned promptly after the Bids have been checked. The Bid Guaranties of the two (2) lowest Bidders will be returned as soon as the CONTRACT and Contract Bond of the successful Bidder have been properly executed and approved.

If CONTRACTS cannot be awarded promptly, the OWNER shall permit the two (2) lowest Bidders to substitute a Bid bond or other securities as approved by the OWNER for the bank cashier's checks, or certified checks which they may have submitted with their Bid as Bid Guaranties, but such substitutions shall not be made until a period of three (3) days has elapsed after the date of opening Bids.

3-4 REQUIREMENT OF CONTRACT BOND

The successful Bidder, at the time of the Award and prior to the execution of the CONTRACT, shall deposit with the OWNER a surety bond for the full amount of the CONTRACT. The form of the bond shall be that furnished by the OWNER, and the surety shall be acceptable to the OWNER.

3-5 EXECUTION OF THE CONTRACT

The CONTRACT shall be executed by the successful Bidder. The bond, when required, shall be executed by the principal and sureties, and the executed CONTRACT and Contract Bond shall be presented to the OWNER within fifteen (15) days after receipt of the Notice of Award and the CONTRACT.

3-6 FAILURE TO EXECUTE CONTRACT

Failure on the part of the successful Bidder to execute a CONTRACT and provide an acceptable Contract Bond and acceptable insurance certificates, as provided herein, within fifteen (15) days from the date of receipt of CONTRACT from the OWNER, will be considered as just cause for the rescission of the Award and the forfeiture of the Bid Guaranty to the OWNER, not as a penalty but in payment of liquidated damages sustained as a result of such failure.

3-7 NOTIFICATION TO AFFECTED RESIDENTS

- a. The Contractor and City shall notify, by letter or door hanger, the affected residents on the sewer segment to be lined, at least one (1) week in advance of performing work
- b. The notice shall include, but not limited to, the following items:
 - i. It is a city project
 - ii. Name and address of contact person for the project
 - iii. Explanation of the process
 - iv. Date work will be performed and completed
 - v. Need, if any, to limit water usage
- c. The CONTRACTOR will provide a schedule to the City a schedule for the work to be completed ten (10) days prior to the start of work.

END OF SECTION 3

DIVISION I GENERAL REQUIREMENTS AND COVENANTS

SECTION 4. SCOPE OF WORK

4-1 INTENT OF THE CONTRACT

The intent of the CONTRACT is to prescribe a complete outline of the WORK which the CONTRACTOR undertakes to do in full compliance with the Plans and Specifications. The CONTRACTOR shall furnish all required materials, equipment, tools, labor, and incidentals and shall include the cost of these items in the unit prices bid for the several units of WORK. The quantities appearing in the Bid Documents are estimates prepared for establishment of contract unit prices and the comparison of Bids. Payment to the Contractor will be made for the actual measured quantities performed and accepted or material furnished or accepted according to the CONTRACT, and the scheduled quantities may be increased, decreased, or omitted as herein provided. Under no circumstances shall the Contractor exceed any established pay item quantity without notification to the Owner or its representative and receipt of authorization as provided herein.

4-2 CHANGES

The OWNER reserves the right to make in writing, at any time and without notice to the Surety, changes in quantities, alterations in WORK, and the performance of extra WORK to satisfactorily complete the project. Such changes shall not invalidate the CONTRACT nor release the Surety, and the CONTRACTOR agrees to perform the WORK as altered.

The CONTRACTOR shall accept payment for changes which result in an increase or decrease in the quantities of WORK to be performed as follows:

- (a) All changes in WORK of the type that appears in the CONTRACT as pay items accompanied by unit prices will, except as provided under paragraph (c) herein, be paid for at the CONTRACT unit prices.
- (b) Extra WORK which is not included in the CONTRACT as pay items at unit prices and is not included in other items of the CONTRACT will be paid for as specified in Article 9-4.
- (c) Extra WORK for which there is a pay item at a unit price in the CONTRACT, that for any one or more of the following reasons materially increases or decreases the cost of the pay items as BID, and which is not included in the prices BID for other items in the CONTRACT will be paid for as provided in Article 9-4.
 - (1) WORK involving a substantial change in location or depth
 - (2) WORK which differs in design
 - (3) WORK requiring a change in the type of construction
- (d) In cases where the OWNER changes any portion of the CONTRACT which results in the elimination or non-completion of any portions of the WORK partially completed, payment will be made as specified in Article 9-5.

All changes shall be authorized in writing by the OWNER before WORK is started. Such authorizations shall include the items of WORK involved and the method of payment for each item. Such authorizations shall be processed in a timely manner.

If the CONTRACTOR intends to assert a claim for an adjustment under this clause, he/she shall, within thirty (30) days after receipt of a written authorization, as noted above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER.

Claims for extra WORK which have not been authorized in writing by the OWNER and claims asserted after final payment will be rejected.

4-3 DIFFERING SITE CONDITIONS

During the progress of the WORK, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the CONTRACT or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the WORK provided for in the CONTRACT, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specified differing conditions before they are disturbed and before the affected WORK is performed.

Upon written notification to the OWNER, the OWNER'S ENGINEER will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any WORK under the CONTRACT, an adjustment, excluding loss of anticipated profits, will be made and the CONTRACT modified in writing accordingly. The OWNER will notify the CONTRACTOR of the determination whether or not an adjustment of the CONTRACT is warranted.

The Contractor shall also comply with the requirements of the Public Construction Contract Act, 30 ILCS 557 et. seq., if applicable.

No CONTRACT adjustment will be allowed under this clause for any effects caused on unchanged WORK.

Any adjustment in compensation resulting from differing site conditions will be made as specified in Article 4-2. Any adjustment in Contract Time resulting from differing site conditions will be made as specified in Article 8-10.

4-4 PERIODIC AND FINAL CLEANUP

From time to time or as may be ordered by the OWNER or the ENGINEER and immediately after completion of the WORK, the CONTRACTOR shall at his/her own expense clean up and remove all refuse and unused materials of any kind resulting from the WORK. Upon failure to do so within five (5) working days after receipt of written request from the OWNER, the WORK may be done by the OWNER and the cost thereof charged to the CONTRACTOR and deducted from the CONTRACT. Upon completion of the WORK, the CONTRACTOR shall remove all his/her equipment and put the area of the WORK in a neat and clean condition and do all other cleaning required to complete the WORK in a workmanlike manner, ready for use and satisfactory to the ENGINEER and OWNER. END OF SECTION 4

DIVISION I GENERAL REQUIREMENTS AND COVENANTS

SECTION 5. CONTROL OF THE WORK

5-1 PLANS AND WORKING DRAWINGS

Plans showing location of the WORK contemplated will be furnished by the OWNER. The CONTRACTOR shall submit to the ENGINEER for approval such additional shop, working, or layout drawings pertaining to the construction of the WORK, as may be required, and prior to the approval of such Plans or Drawings, any WORK done or materials ordered shall be at the CONTRACTOR'S risk.

When the CONTRACT includes WORK adjacent to a railroad and falsework, cofferdams, or sheeting is required, the CONTRACTOR shall submit to the ENGINEER for his/her approval and the railroad ENGINEER'S approval, Plans for the falsework, cofferdams, or sheeting prepared by an Illinois licensed structural engineer. The OWNER will make copies of the railroad permit available to the CONTRACTOR for review as stated in the Special Provisions. It shall be the responsibility of the CONTRACTOR to contact the railroad to verify and meet their requirements. The cost of meeting those requirements shall be borne by the CONTRACTOR. The Plans shall be submitted sufficiently in advance of the time the CONTRACTOR intends to start WORK to permit checking. No such WORK shall be started prior to receipt by the CONTRACTOR of approval of the Plans for the falsework, cofferdams, or sheeting.

The cost of furnishing such Drawings shall be incidental to the CONTRACT and no additional compensation will be allowed the CONTRACTOR for any delays resulting there from.

5-2 CONFORMITY WITH PLANS AND SPECIFICATIONS

It is the intent of the Specifications that all WORK performed and all materials furnished shall be in conformity with the lines, grades, cross sections, dimensions, and material requirements shown on the Plans or indicated in the Specifications.

In the event the ENGINEER finds the materials, or the finished product in which the materials are used, are not in conformity with the Plans and Specifications, through no willful neglect, misconduct or omission by the CONTRACTOR, but that reasonable acceptable WORK has been produced, he/she shall then make a determination if the WORK shall be accepted and remain in place. In this event, the ENGINEER will document the basis of acceptance and may provide for an appropriate adjustment in the CONTRACT price for such WORK or materials as he/she deems necessary to conform to his/her determination based on engineering judgment.

In the event the ENGINEER finds the materials, or the finished product in which the materials are used, or the WORK performed are not in conformity with the Plans and Specifications, including tolerances, and have resulted in an inferior or unsatisfactory product, the WORK or material shall be removed and replaced or otherwise corrected by and at the expense of the CONTRACTOR.

5-3 COORDINATION OF THE COMPONENT PARTS OF THE CONTRACT

The documents included in the CONTRACT are intended to be complementary and to describe a complete WORK. If the OWNER or ENGINEER determines a conflict exists between the CONTRACT documents, the following hierarchy will be applied and the CONTRACTOR shall then complete the WORK according to the interpretation made by the OWNER or ENGINEER.

Hierarchy of the Contract Documents		
Special Provisions	Hold over	Plans, Supplemental Specifications/Conditions, and Standard Specifications/General Conditions
Plans 1/, 2/	Hold over	Supplemental Specifications/Conditions, and Standard Specifications/General Conditions
Supplemental Specifications/Conditions	Hold over:	Standard Specifications/General Conditions

1/ Detail plans hold over standard plans.

2/ Calculated dimensions hold over scaled dimensions.

5-4 COOPERATION BY THE CONTRACTOR

The CONTRACTOR will be furnished necessary copies of the Plans and Special Provisions, and he/she shall have one copy of each available at the WORK site at all times during its prosecution. He/she shall give the WORK his/her constant attention to facilitate the progress thereof, and shall cooperate with the OWNER and ENGINEER in every way possible. He/she shall have at the WORK site at all times a competent, English-speaking representative authorized to receive orders and act for him/her and shall not replace him/her without prior written notification to the OWNER and ENGINEER.

5-5 COOPERATION WITH UTILITIES

Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cable ways, signals, and other utility appurtenances which would permanently interfere with the proposed WORK will be moved at no expense to the CONTRACTOR.

It is understood and agreed that the CONTRACTOR has considered in his/her Bid all of the permanent and temporary utility appurtenances shown or otherwise indicated on the Plans in their present positions and that no additional compensation will be allowed for any delays, inconvenience of damage sustained by him/her due to any interference from the said utility appurtenances or the operation of moving them either by the utilities company or by him/her; or on account of any special construction methods required in prosecuting his/her WORK due to the existence of said appurtenances except as provided under Article 20.2.15.

5-6 COOPERATION BETWEEN CONTRACTORS

If separate CONTRACTS are left for WORK comprising an entire improvement, each CONTRACTOR shall conduct his/her WORK so as not to interfere with or hinder the progress or completion of the WORK being performed by other CONTRACTORS.

The CONTRACTOR shall, as far as possible, arrange his/her WORK, and place and dispose of the materials being used, so as not to interfere with the operations of the other CONTRACTORS within the limits of the same improvement. He/she shall join his/her WORK with that of the others in an acceptable manner and shall perform it in proper sequence with that of the others. In case of dispute, the latest approved progress schedule shall govern.

5-7 CONSTRUCTION STAKES

Construction staking shall be as set forth in the Special Conditions.

5-8 AUTHORITY AND DUTIES OF INSPECTORS

Inspectors employed by the OWNER will be authorized to inspect all WORK done and materials furnished. Such inspection may extend to all or any part of the WORK and to the preparation, fabrication, or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of the CONTRACT. The inspector will not be authorized to issue instructions contrary to the Plans and Specifications, or to act as foreman for the CONTRACTOR.

5-9 ENGINEER'S FIELD OFFICE AND/OR LABORATORY

When required, the CONTRACTOR shall furnish a field office and laboratory. The field office and/or laboratory shall be a weatherproof building for the exclusive use of the ENGINEER. It shall be independent of any building used by the CONTRACTOR. All keys to the building shall be turned over to the ENGINEER. The ENGINEER shall designate the location of the building and it shall remain on the site until release by the ENGINEER.

The CONTRACTOR shall provide lights, heat, and when electric power is available, summer air conditioning for the building. The manner of lighting, heating, and air conditioning shall be approved by the ENGINEER.

A mobile building or buildings of approximately the same dimensions and having similar facilities may be substituted for the building or buildings described herein.

The WORK of furnishing the building or buildings, light, heat, and air conditioning, and local telephone service, will be paid for at the CONTRACT unit price per month for "FIELD OFFICE AND/OR LABORATORY". The office and/or laboratory shall remain the property of the CONTRACTOR when the WORK is completed.

5-10 CONSTRUCTION OBSERVATION

5-10.01 AUTHORITY OF THE ENGINEER

The ENGINEER, or his/her representatives, shall be allowed access to all parts of the WORK and shall be furnished with such information and assistance by the CONTRACTOR as is required to make his/her observations and construction review.

The ENGINEER, as an experienced design professional, or his/her authorized representative acting under his/her direction, will make visits to the site at intervals appropriate to the various stages of construction as the ENGINEER deems necessary in order to observe 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, the ENGINEER will endeavor for the benefit of the OWNER to determine, in general, if the WORK is proceeding in accordance with the CONTRACT. The ENGINEER will not be required to make exhaustive or continuous onsite inspections to check the quality or quantity of the WORK. The ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed WORK will conform in general to the CONTRACT. On the basis of such visits and on-site observations, the ENGINEER will keep the OWNER informed of the progress of the WORK and will endeavor to guard the OWNER against defective WORK.

5-10.02 OBSERVATION OF WORK

All materials and each part or detail of the WORK shall be subject at all times to observation by the ENGINEER and the OWNER, or their authorized representatives, and the CONTRACTOR will be held strictly to the true intent of the CONTRACT in regard to quality of materials, workmanship, and the diligent execution of the CONTRACT. Observations may be made at the site or at the source of material-supply whether mill, plant, or shop.

The CONTRACTOR shall, upon written notice from the OWNER or his/her representative, remove or uncover such portions of the finished WORK as may be directed, before the final acceptance of the same. After examination, the CONTRACTOR shall restore said portion of the WORK to the standard required by the CONTRACT. If the WORK so exposed or examined proves acceptable, the expense of uncovering or removing and the replacing of the parts removed will be paid for as extra WORK. If the WORK so exposed or examined is unacceptable, the expense of uncovering or removing and the replacing of the same in accordance with the CONTRACT shall be borne by the CONTRACTOR.

When the State and/or Federal Government is to pay all or any portion of the cost of the WORK covered by the CONTRACT, the WORK shall be subject to the inspection or observation of the representatives of those Governments/Agencies, but such inspection or observation shall in no sense make those Governments/Agencies a part of the CONTRACT.

5-10.03 CLARIFICATIONS AND INTERPRETATIONS

The ENGINEER will issue, with reasonable promptness, such written clarification or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price, payment shall be made as provided in Article 9-4.

5-10.04 CONSTRUCTION SUPERVISION

The CONTRACTOR shall supervise and direct the WORK. He/she shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction or the safety precautions and programs incident thereto.

The ENGINEER will not supervise, direct, control, have authority over, or be responsible for the CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the WORK. The ENGINEER will not be responsible for the CONTRACTOR's failure to perform or furnish the WORK in accordance with the Contract Documents.

Any reference to "supervision" by the ENGINEER in the Illinois Department of Transportation's, "Standard Specifications for Road and Bridge Construction" or any other referenced documents shall be changed to "observation".

The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the WORK.

5-11 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

WORK done without lines and grades being given, or beyond the lines shown on the Plans or as given, except as herein provided, or any extra WORK done without authority will be considered as unauthorized and at the expense of the CONTRACTOR, and will not be measured or paid for. WORK so done may be ordered removed or replaced at the CONTRACTOR'S expense.

All WORK which has been rejected or condemned shall be remedied, or removed and replaced, in a manner approved by the ENGINEER, by the CONTRACTOR at his/her own expense. Upon failure on the part of the CONTRACTOR to comply promptly with any order of the ENGINEER made under the provisions of this Article, the OWNER shall, after giving written notice to the CONTRACTOR, have the authority to cause the defective work to be remedied, or removed and replaced, or to cause unauthorized work to be removed, and to deduct the cost thereof from the CONTRACT.

5-12 FINAL INSPECTION

The ENGINEER will make a final inspection of all WORK included in the CONTRACT, within ten (10) days after notification by the CONTRACTOR that the WORK is completed and ready for acceptance. If the WORK is not acceptable to the ENGINEER at the time of such inspection, he/she will inform the CONTRACTOR in writing as to the particular defects to be remedied before final acceptance can be made.

END OF SECTION 5

DIVISION I GENERAL REQUIREMENTS AND COVENANTS

SECTION 6. CONTROL OF MATERIALS

6-1 QUALITY OF MATERIALS

It is the intent of the Specifications that all materials shall be new, meet all quality requirements of the CONTRACT, and that they shall be incorporated in such a manner as to produce completed construction which is workmanlike and acceptable in every detail. The cost of collecting and furnishing of samples of all test material shall be borne by the CONTRACTOR. The cost of all testing shall be borne by the OWNER. Only materials which conform to the requirements of these Specifications shall be incorporated in the WORK.

6-2 DEFECTIVE MATERIALS

All materials not conforming to the requirements of the CONTRACT shall be considered as defective and shall be removed from the WORK. If in place, they shall be removed by the CONTRACTOR at his/her expense and replaced with acceptable materials. No defective materials, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure of the CONTRACTOR to comply forthwith with any written order of the ENGINEER pursuant to the provisions of this Article, the OWNER shall have authority to remove and replace defective materials and to deduct the cost of removal and replacement from any moneys due or to become due the CONTRACTOR.

6-3 APPROVAL OF MATERIALS

All materials, and their source of supply, shall be approved by the ENGINEER prior to usage. The approval shall be based upon testing of samples furnished by the CONTRACTOR and tested by the ENGINEER for conformance with the CONTRACT. Approval shall be contingent upon the CONTRACTOR using materials on the job which conform to the samples satisfactorily tested. If sources previously approved are found to be unacceptable at any time and fail to produce material satisfactory to the ENGINEER, the CONTRACTOR shall furnish materials from other approved sources.

When required by the CONTRACT, pipe materials shall be tested and inspected at the source of supply. The OWNER will arrange for the services of an approved independent testing laboratory to be employed by the OWNER to inspect, sample, and test the pipe material in conformance with the Specifications, to mark pipe to be used in the WORK and to supply a statement to the ENGINEER that pipe marked as acceptable has been inspected and tested in accordance with the Specifications and found to be in conformance with the CONTRACT. The acceptance mark shall be distinct and clearly legible when the pipe is delivered to the site. Pipe which has not been inspected and marked at the source of supply shall be rejected for the WORK.

Regardless of any tests of materials made at the source, the CONTRACTOR shall carefully inspect all materials before installation and reject any materials which have been damaged or have visible flaws. The ENGINEER also reserves the right to make such an inspection, but failure to detect irregularities does not relieve the CONTRACTOR of responsibility to remove and replace materials which are found to be defective after installation.

6-4 STORED MATERIALS

If it is necessary to store materials, they shall be protected in such a manner as to insure the preservation of their quality and fitness for the WORK. All stored materials may be inspected at the time of use in the WORK, even though they may have been inspected and approved before being placed in storage. The CONTRACTOR may, when approved by the OWNER or ENGINEER, use the right of way for storage of materials. If stock-piling is done outside the right of way, the additional space required shall be provided by the CONTRACTOR at his/her expense.

END OF SECTION 6

DIVISION I GENERAL REQUIREMENTS AND COVENANTS

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

7-1 LAWS TO BE OBSERVED

The CONTRACTOR shall at all times observe and comply with all Federal and State laws, local laws, ordinances, and regulations which in any manner affect the conduct of the WORK, and all such orders or enactments as exist at the present and which may be enacted later, of legislative bodies or tribunals having legal jurisdiction or which may have affect over the WORK, and no plea of misunderstanding or ignorance thereof will be considered. The CONTRACTOR shall indemnify and save harmless the OWNER; ENGINEER; and all of their officers, agents, employees, and representatives against any claim or liability arising from or based on the violation of such law, ordinance, regulation, order, or enactment whether by the CONTRACTOR or anyone subject to the control of the CONTRACTOR.

7-1.01 PREVAILING WAGE RATE

A. The Owner requires that all persons employed on this project be paid wages at rates not less than prevailing wage on similar construction in the locality and wage rates provided by applicable laws of the state where the work is performed including, without limitation, the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., and the Contractor shall provide the Owner with certified payroll records as required by the Prevailing Wage Act.

B. The Bidder agrees by submitting the Bid that, if offered a Contract, Bidder will abide by the current and any subsequent, superseding wage determinations of the state where the Work is performed. A copy of the prevailing wage determination follows.

C. the Bidder may obtain the most recent prevailing wage rates for Piatt County, Illinois at the following website: <http://www.state.il.us/agency/idol/rates/rates.HTML>

7-2 INSURANCE REQUIREMENTS

7-2.01 GENERAL

The CONTRACTOR shall not commence WORK under the CONTRACT until all required insurance has been obtained. Certificates of insurance showing coverage as required to be in affect shall be filed with the OWNER at the time of entering into the CONTRACT. Certificates of insurance shall be on ISO Forms and shall provide thirty (30) days' notice of cancellation. The certificates shall be signed by the insurance companies or their authorized agents. The insurance companies shall be authorized to do business in the State of Illinois, and carry an "A.M. Best" Rating of B-V or better.

The CONTRACTOR shall maintain in force the coverages required in this Article for the term of the CONTRACT. Also, the CONTRACTOR shall not allow any Subcontractor to commence work on any portion of the project without evidence that the Subcontractor has insurance coverage equal to the coverages required in this Article.

The minimum amounts of insurance shall be as follows:

7-2.01A AUTOMOBILE

Including coverage for owned, non-owned, and hired automobiles.

1. \$1,000,000 Bodily Injury per Person
2. \$1,000,000 Bodily Injury per Occurrence
3. \$1,000,000 Property Damage per Occurrence
4. Or \$1,000,000 Combined Single Limit. 7-2.01B

7-2.01B WORKER'S COMPENSATION -STATUTORY

EMPLOYER'S LIABILITY

1. \$500,000 Disease - each employee
2. \$500,000 Disease - policy limit
3. \$500,000 Each Accident

7-2.01C COMMERCIAL GENERAL LIABILITY

Policy shall include coverage for bodily injury and property damage arising out of an occurrence and shall include:

Premises and Operations Products/Completed Operations Personal and Advertising Injury Contractual Liability X,C,U Coverage Per Project Aggregate Endorsement Additional Insureds- OWNER & ENGINEER

1. \$2,000,000 General Aggregate
2. \$1,000,000 Products/Completed Operations Aggregate
3. \$1,000,000 Personal & Advertising Injury
4. \$1,000,000 Each Occurrence

7-2.01D UMBRELLA COVERAGE

Will be required by Special Provisions if needed.

7-2.01E OWNER'S PROTECTIVE INSURANCE

OWNER'S & CONTRACTORS Protective Liability shall be purchased and maintained by the CONTRACTOR and shall name the OWNER and ENGINEER as named insureds.

\$1,000,000 Each Occurrence

\$1,000,000 Aggregate

7-2.01F RAILROAD PROTECTIVE (RRP) INSURANCE

Will be required by Special Provisions if needed.

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7-2.01G BUILDER'S RISK

Builder's Risk Insurance is not provided by the OWNER. The CONTRACTOR shall be responsible for any loss that would be insured by such coverage. On CONTRACTS for construction of buildings, bridges, or other structures, "All Risk" Builder's Risk coverage including theft may be required. When required, such coverage shall be written based on the completed value and shall include the CONTRACTOR, OWNER, ENGINEER, Subcontractors, and suppliers as named insureds as their interests may appear.

7-3 PERMIT AND LICENSES

Unless otherwise provided, the OWNER will procure all construction permits. The CONTRACTOR shall give all notices necessary and incident to the due and lawful prosecution of the WORK.

7-4 PATENTS AND ROYALTIES

If any design, device, material, or process covered by letters patent or copyright is used by the CONTRACTOR, he/she shall provide for such use by legal agreement with the patent owner or a duly authorized licensee of such owner, and shall save harmless the OWNER and the ENGINEER from any and all loss or expense or account thereof, including its use by the OWNER.

7-5 RESERVED

7-6 RESERVED

7-7 PUBLIC CONVENIENCE AND SAFETY

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

If a temporary road is required for the convenience of the general public and/or residents along the roadway, temporary road requirements shall be indicated in the Special Provisions.

7-8 TRAFFIC CONTROL

The CONTRACTOR shall furnish and maintain traffic control for the project in accordance with the "Illinois Manual of Uniform Traffic Control Devices".

During working hours, vehicles and/or non-operating equipment which are parked for two (2) hours or less shall be parked at least eight (8) feet (2.5 m) from the open traffic lane. For longer time periods during working hours, and for all non-working hours, vehicles, materials, and equipment shall be parked or stored at least thirty (30) feet (9 m) from the pavement when adequate right-of-way exists. When adequate right-of-way does not exist, vehicles, materials, and equipment shall be parked or stored at least fifteen (15) feet (4.5 m) from the edge of pavement unless located behind temporary concrete barrier. When such equipment or materials constitutes a hazard in the opinion of the ENGINEER, they shall be delineated with barricades at fifty (50) foot (15 m) centers. The barricades shall have flashing lights during hours of darkness or poor visibility.

The cost of furnishing and maintaining the traffic control shall be incidental to the CONTRACT and no extra compensation will be allowed.

7-9 DEBRIS ON TRAVELED SURFACE OR STRUCTURES

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

The cost of this WORK shall be incidental to the CONTRACT and no extra compensation will be allowed.

7-10 EQUIPMENT ON TRAVELED SURFACE AND STRUCTURES

The traveled surface and structures on or adjacent to the WORK shall be protected, in a manner satisfactory to the ENGINEER, from damage by lugs or cleats on treads or wheels of equipment.

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

7-11 USE OF EXPLOSIVES

The use of explosives will only be permitted when the ENGINEER deems them necessary for the prosecution of the WORK. The use of explosives shall be governed by all applicable laws, rules, and regulations and the CONTRACTOR shall be responsible for all damage resulting there from.

The CONTRACTOR shall notify each utility having structures in proximity to the use site. Such notice shall be given sufficiently in advance to enable the utilities to protect their property.

7-12 USE OF FIRE HYDRANTS

Water that is required by the contractor for cleaning and lining or other activities may be obtained from existing hydrants located near the site. The contractor shall be required to rent a temporary hydrant meter and pay the associated deposit, which shall be coordinated with the owner. The City of Monticello will submit an invoice to the contractor for the amount of water used. The contractor shall forward the invoice to the owner for payment. The owner shall pay for all water used on the project for cleaning, lining, and other activities.

Fire hydrants shall be accessible at all times to the Fire Department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by municipal ordinances, rules, or regulations, or within ten (10) feet (3 m) of a fire hydrant, in the absence of such ordinances, rules, or regulations.

7-13 PROTECTION AND RESTORATION OF PROPERTY

If corporate or private property interferes with the WORK, the CONTRACTOR shall notify, in writing, the owner of such property, advising them of the nature or disposition of such property. The CONTRACTOR shall furnish the ENGINEER with copies of such notifications and with copies of any agreements between him/her and the property owner concerning such protection or disposition.

The CONTRACTOR shall take all necessary precautions for the protection of corporate or private property, such as walls and foundations of buildings, vaults, underground structures of public utilities, underground drainage facilities, and overhead structures of public utilities, trees, shrubbery, crops, and fences contiguous to the WORK, of which the CONTRACT does not provide for removal. The CONTRACTOR shall protect and carefully preserve all official survey monuments, property marks, section markers, and geological survey monuments, or other similar monuments, until the OWNER, or an authorized surveyor or agent has witnessed or otherwise referenced their location or relocation. The CONTRACTOR shall take reasonable precautions to avoid disturbing any archeological and other historic remains encountered during construction. The CONTRACTOR shall notify the ENGINEER of the presence of any such survey or property monuments or archaeological and other historic remains as soon as they are discovered.

The CONTRACTOR shall remove all mailboxes within the limits of construction which interfere with construction operations and shall erect them at temporary locations. As soon as construction operations permit, he/she shall set the mailboxes at their permanent locations. This WORK shall be performed as directed by the ENGINEER. The CONTRACTOR shall replace at his/her own expense any mailbox or post which has been damaged by his/her operations.

The cost of all materials required and all labor necessary to comply with the above provisions will not be paid for separately, but shall be considered as incidental to the CONTRACT.

7-14 PROTECTION AND RESTORATION OF TRAFFIC SIGNS

Any traffic sign within the limits of construction which interferes with construction operations may be removed by the CONTRACTOR when authorized by the traffic sign owner. Any traffic sign which has been removed shall be re-erected immediately by the CONTRACTOR at the temporary location designated by the traffic sign owner, and as soon as construction operations permit, the sign shall be set at its permanent location. The cost of all materials required and all labor necessary to comply with this provision will not be paid for separately, but shall be considered as incidental to the CONTRACT.

The CONTRACTOR shall replace at his/her own expense any traffic sign or post which has been damaged due to his/her operations.

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

7-15 CONTRACTOR'S RESPONSIBILITY FOR WORK

The WORK shall be under the charge and care of the CONTRACTOR until final acceptance or use or occupancy by the OWNER. The CONTRACTOR shall assume all responsibility for injury or damage to the WORK by action of the elements or from any other cause whatsoever, and shall rebuild, repair, restore,

and make good, at his/her expense, all injuries or damages to the WORK, except that when the WORK is opened to usage by written order of the ENGINEER, the provisions of this Article shall not apply to damage caused by such use and not due to the CONTRACTOR'S fault or negligence.

In case of suspension of WORK by the CONTRACTOR, the CONTRACTOR shall be responsible for the WORK and shall take such precautions as may be necessary to prevent damage to the WORK, provide for normal drainage, and shall erect any necessary temporary structures, signs, or other facilities at his/her expense. Cost as related to suspension of WORK by other than the CONTRACTOR, unless the suspension of WORK is under the provisions of Article 8-9, shall be considered extra WORK and paid for under the provisions of Article 9-4.

When any section of the WORK has been substantially completed prior to completion of the entire project, the CONTRACTOR may request in writing that the OWNER assume responsibility to protect and maintain that section of the WORK. For those sections of the WORK so accepted, the CONTRACTOR shall be relieved of normal surface maintenance responsibilities.

7-16 GUARANTEE PERIOD

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

7-17 PERSONAL LIABILITY OF OWNER'S AGENTS

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

7-18 NO WAIVER OF LEGAL RIGHTS

The OWNER shall not be precluded or stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the WORK and payment therefore, from showing the true amount and character of the WORK performed and materials furnished by the CONTRACTOR, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the WORK does not conform in fact to the CONTRACT. The OWNER shall not be precluded or stopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the CONTRACTOR and his/her sureties such damages as it may sustain by reason of his/her failure to comply with the terms of the CONTRACT. Neither the acceptance of the whole or any part of the WORK, nor any extension of time, nor any possession taken by the OWNER, shall operate as a waiver of any portion of the CONTRACT, or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the CONTRACT shall not be held to be a waiver of any other or subsequent breach.

7-19 CONTRACTOR SAFETY RESPONSIBILITY

Nothing in this CONTRACT or the contracts between the OWNER and any construction engineering consultant(s) is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the CONTRACTOR, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, from full and complete supervision and achievement of work place safety. Any inspection of the work conducted by the OWNER, the ENGINEER, the construction engineering consultant(s), and the officers and employees of any of them, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their parts nor create any expectation of a duty to anyone, including but not limited to third parties, regarding work place safety.

In order to insure this and other duties of the CONTRACTOR, certain indemnification and insurance is required by the CONTRACT. Additionally, the CONTRACTOR guarantees to the OWNER a safe work place shall be provided for all employees of the CONTRACTOR and each of its Subcontractors. There shall be no violation by the CONTRACTOR, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable of the applicable standards of the Occupational Safety and Health Act, any other work place safety act of this State, or other work place safety requirement of the Federal Government if the contract is funded in part with federal funds. The CONTRACTOR agrees to require this work place safety guarantee of all Subcontractors according to Article 8-1, and expressly to require the OWNER to be a third party beneficiary of each guarantee.

7-20 UNEXPECTED REGULATED SUBSTANCES

If the CONTRACTOR encounters or exposes during construction any abnormal condition which may indicate the presence of a regulated substance, work in this area shall be immediately discontinued and the ENGINEER shall be notified. A regulated substance is a hazardous substance, special waste, or petroleum or any fraction thereof, as those terms are defined in the Illinois Compiled Statutes.

Abnormal conditions include, but will not be limited to, the following: presence of underground storage tanks or barrels, discolored earth, metal, wood, etc., visible fumes, obnoxious or unusual odors, excessively hot earth, smoke, or any other condition which appears abnormal and could be a possible indicator of regulated substances. The conditions shall be treated with extraordinary caution. Appropriate action shall be taken to ensure public and employee safety.

The CONTRACTOR's operation shall not resume until directed by the ENGINEER. The OWNER may contact the IEMA and/or the IEPA.

Should the disposition of waste material require special procedures by certified personnel, the OWNER will make arrangements with qualified persons to dispose of the material.

Disposition of the regulated substances shall be made according to the requirements and regulations of the IEPA. Any waste generated as a special waste or hazardous waste shall be manifested off-site. An authorized representative of the OWNER will sign all manifests for the disposal of the contaminated material and confirm the CONTRACTOR's transported volume. Any waste generated as a non-special waste may be disposed of off-site at a facility permitted by the IEPA without a manifest or a special waste transporter.

The CONTRACTOR shall abide with the Response Action Contractor Indemnification Act of the Illinois Compiled Statutes.

7-21 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES

At points where the CONTRACTOR's operations are adjacent to properties or facilities of utility companies, WORK shall not commence until all arrangements necessary for the protection thereof have been made.

The CONTRACTOR shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations so WORK may progress in a reasonable manner, duplication of rearrangement work may be reduced to a minimum, and services rendered by those parties will not be unnecessarily interrupted. In the event of interruption to water or utility services as a result of accidental breakage or as a result of being exposed or unsupported, the CONTRACTOR shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. If water service is interrupted, repair work shall be continuous until the service is restored. No WORK shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

Within the State of Illinois, a State-Wide One Call Notice System has been established for all excavations outside the city limits of Chicago. This system is known as the Joint Utility Locating Information for Excavators (JULIE) System. The CONTRACTOR shall notify JULIE (800-892-0123) a minimum of 48 hours in advance of WORK being done in the area, and JULIE will notify all member utility companies involved that their respective utility should be located. The political name of the township where the WORK is located along with other location information such as land section and quarter section shall be given.

For utilities which are not members of the JULIE, the CONTRACTOR shall contact them directly.

The type of utility and color used for marking are shown in the following table:

You'll know what's below by the different flags, stakes or paint.

-  **Red** - Electric
-  **Yellow** - Gas, oil or petroleum
-  **Orange** - Communications
-  **Blue** - Potable water
-  **Purple** - Reclaimed water, irrigation
-  **Green** - Sewer
-  **White** - Proposed excavation
-  **Pink** - Temporary survey

7-22 INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall be responsible for any and all injuries or damages to property due to the activities of the CONTRACTOR, its Subcontractors, suppliers, agents, or employees arising out of or resulting from performance of the CONTRACT, or any activity in connection therewith. The CONTRACTOR shall indemnify and hold harmless the OWNER and ENGINEER, their officers, employees and agents from any and all claims, lawsuits, actions, costs, and fees, including reasonable attorney's fees and expenses of every nature and description, arising from, growing out of, or connected with the WORK, or on account of or in consequence of any neglect in safeguarding the work, or on account of or in consequence of using unacceptable materials in construction the WORK or because of any act, omission, neglect, or misconduct of the CONTRACTOR, its officers, employees, agents, Subcontractors, or anyone directly or indirectly employed by them, and/or anyone for whose acts they may be liable or because of any claims or amount recovered by reason of any infringement of patent, trademark, or copyright, or by reason of the violation of any law, ordinance, order, or decree.

END OF SECTION 7

DIVISION I GENERAL REQUIREMENTS AND COVENANTS

SECTION 8. PROSECUTION AND PROGRESS

8-1 SUBLETTING OR ASSIGNMENT OF CONTRACT

The CONTRACTOR shall not sublet, sell, transfer, assign, or otherwise dispose of the CONTRACT or CONTRACTS or any portion thereof, or of his/her rights, title, or interest therein, without written consent of the OWNER, or of the ENGINEER acting as an agent of the OWNER. In case such consent is given, the CONTRACTOR will be permitted to sublet a portion thereof, but shall perform with his/her own organization, WORK amounting to not less than fifty (50) percent of the total CONTRACT price, except that any items designated in the CONTRACT as "specialty items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the total CONTRACT price before computing the amount of work required to be performed by the CONTRACTOR with his/her own organization. No subcontracts, or transfer of CONTRACT, shall in any case release the CONTRACTOR or Surety of liability under the CONTRACT and Bonds. All transactions of the OWNER or ENGINEER shall be with the CONTRACTOR; Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence.

8-2 PROGRESS SCHEDULE

Within fifteen (15) days after the Notice of Award, the CONTRACTOR shall submit to him/her a progress schedule which shall show the proposed sequence of WORK, and how the CONTRACTOR purposes to complete the various items of WORK within the Contract Time. The progress schedule shall be reviewed and revised periodically as working conditions warrant. The CONTRACTOR shall confer with the ENGINEER in regard to the prosecution of the WORK in accordance with this schedule. This schedule shall be used as a basis for establishing major construction operations and for checking the progress of the WORK.

8-3 PRE-CONSTRUCTION CONFERENCE

Unless the need for a preconstruction conference is waived by the ENGINEER, the CONTRACTOR shall make himself/herself and his/her representatives available to meet with the ENGINEER and other representatives of the OWNER, prior to the start of construction to discuss scheduling, handling of materials, payments, etc.

8-4 PROSECUTION OF THE WORK

The CONTRACTOR shall begin the WORK to be performed under the CONTRACT not later than ten (10) days after receipt of the Notice to Proceed but not prior to the execution of the CONTRACT. The WORK shall be prosecuted in such a manner and with such a supply of materials, equipment, and labor as is considered necessary to insure its completion in accordance with the progress schedule. Notice to Proceed will be issued within forty-five (45) days after execution of the CONTRACT. Failure of the OWNER to issue the Notice to Proceed during such a time period shall be cause for voiding the CONTRACT.

8-5 RESERVED

8-6 COMPLETION DATE (Contract Time)

The CONTRACTOR shall complete all WORK on or before November 15, 2016 as specified herein.

When a delay occurs due to unforeseen causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to acts of the public enemy, governmental acts, fires, floods, epidemics, mine subsidence, strikes, extraordinary delays in delivery of materials caused by strikes, lockouts, wrecks, freight embargoes, governmental acts, or acts of God, the completion date will be extended by the OWNER.

An "Act of God" means an earthquake, flood, cloudburst, cyclone, tornado, snowstorm, or other cataclysmic phenomena of nature beyond the power of the CONTRACTOR to foresee or make preparation in defense against. A rain, windstorm, or other natural phenomenon of normal intensity, based on U.S. Weather Bureau reports, for the particular locality and for the particular season of the year in which the WORK is being prosecuted, shall not be construed as an "Act of God" and no extension of Contract Time will be granted for the delays resulting there from.

8-7 LIMITATIONS OF OPERATIONS

The CONTRACTOR shall conduct his/her WORK so as to create a minimum amount of inconvenience to vehicular and pedestrian traffic. At any time when, in the judgment of the OWNER, the CONTRACTOR has obstructed or closed the road or is carrying on operations on a greater portion of a street than is necessary for the proper prosecution of the WORK, the OWNER may require the CONTRACTOR to finish the section on which WORK is in progress before the WORK is started on any additional section (See also Article 7-7).

8-8 CHARACTER OF WORKMEN

All workers shall have sufficient skills and experience to properly perform the WORK assigned to them. Workers engaged in special WORK or skilled WORK shall have sufficient experience in such WORK and in the operation of the equipment required to perform all WORK properly and satisfactorily.

Any person employed by the CONTRACTOR or by any Subcontractor who, in the opinion of the ENGINEER, does not perform WORK in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the ENGINEER, be removed at once by the CONTRACTOR or Subcontractor employing such person, and shall not be employed again in any portion of the WORK without the approval of the ENGINEER.

Should the CONTRACTOR fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the WORK, the ENGINEER may suspend the WORK by written notice until such orders are complied with.

8-9 SUSPENSION OF WORK

The OWNER shall have authority to suspend the WORK wholly or in part, for such period of time as he/she may deem necessary, due to conditions unfavorable for the satisfactory prosecution of the

WORK, or to conditions which in his/her opinion warrant such action; or for such time as is necessary by reason of failure on the part of the CONTRACTOR to carry out orders given, or to perform any or all provisions of the CONTRACT. No additional compensation will be paid the CONTRACTOR because of any costs caused by such suspension, except when the suspension is ordered for reasons not resulting from any act or omission on the part of the CONTRACTOR. If it becomes necessary to stop WORK for an indefinite period of time, the CONTRACTOR shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way, take every precaution to prevent damage or deterioration of the WORK performed, provide suitable drainage of the roadway, and erect temporary structures where necessary. The CONTRACTOR shall not suspend WORK without written authority from the OWNER. (See also Article 7-15.)

8-10 DETERMINATION AND EXTENSION OF CONTRACT TIME FOR COMPLETION

The time for completion of the WORK contemplated will be specified in the CONTRACT, and it is understood that the completion of the WORK within the time specified is an essential part of the CONTRACT. If the CONTRACTOR finds it impossible to complete the WORK within the time specified in the CONTRACT, he/she may, at any time prior to the last thirty (30) days of the Contract Time specified, make written request to the OWNER for an extension of Contract Time. He/she shall set forth in full in his/her request the reasons which he/she believes justify the granting of his/her request. If the OWNER finds that the WORK is delayed because of conditions beyond the control of the CONTRACTOR, or that the quantities of WORK done, or to be done, are in excess, he/she will promptly grant an extension of time for completion which appears reasonable and proper. The extended time for completion shall then be considered as in effect the same as if it were the original Contract Time for completion.

8-11 FAILURE TO COMPLETE THE WORK ON TIME (Liquidated Damages)

A. If the Contractor fails to complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor shall pay to the Owner the amount of liquidated damages equal to \$500 for each calendar day that the Contractor shall be in default after the date stipulated above. B. the Owner will charge the Contractor, and may deduct from partial and final payments for the Work, all engineering and inspection expenses incurred by the Owner in connection with any work accomplished after the specified completion date.

C. The Contractor will not be charged with liquidated damages or any excess cost when the delay or delays of subcontractors in completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner.

1. to any preference, priority or allocation order duly issued by the Owner.
2. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to: acts of God, acts of the public enemy, and acts of the Owner, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

8-12 DEFAULT ON CONTRACT

If the CONTRACTOR fails to begin the WORK under the CONTRACT within the time specified, or fails to perform the WORK with sufficient workmen and equipment or with sufficient materials to insure the completion of said WORK within the Contract Time, or shall perform the WORK unsuitably, as determined by the ENGINEER, or shall neglect or refuse to remove materials or perform anew such WORK as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the WORK, or if the CONTRACTOR shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the WORK in a manner approved by the ENGINEER, the OWNER will give notice in writing to the CONTRACTOR and his/her surety of such delinquency, said notice to specify the corrective measures required. If the CONTRACTOR, within a period of ten (10) days after said notice, shall not proceed in accordance therewith, the OWNER will, upon written certificate from the ENGINEER of the fact of such delinquency and the CONTRACTOR'S failure to comply with said notice, have full power and authority to forfeit the rights of the CONTRACTOR. The OWNER, in its sole discretion, may opt to call upon the surety to complete the WORK in accordance with the terms of the CONTRACT, or the OWNER may take over the WORK, including any and all materials and equipment on the ground as may be suitable and acceptable, and may complete the WORK with his/her own forces, or may enter into a new agreement for the completion of said CONTRACT according to the terms and provisions thereof, or use such other methods as, in its sole opinion, shall be required for the completion of said CONTRACT in an acceptable manner. All costs and charges incurred by the OWNER together with the cost of completing the WORK under CONTRACT shall be deducted from the CONTRACT amount. In case the expense so incurred by the OWNER shall be less than the sum which would have been payable under the CONTRACT if it had been completed by the CONTRACTOR, the CONTRACTOR shall be entitled to receive the difference subject to any claims for liens thereon in case such expense shall exceed the sum which would have been payable under the CONTRACT, the CONTRACTOR and the surety shall be liable and shall pay to the OWNER the amount of such excess.

In the event of death or legal incompetency of a CONTRACTOR who shall be an individual or surviving member of a contracting firm, such death or adjudication of incompetency shall not terminate the CONTRACT, but shall act as a default and the estate of the CONTRACTOR and his/her surety shall remain liable to the same extent as though the CONTRACTOR had lived. Notice of default shall not be required to be given in the event of such death or adjudication of incompetency.

8-13 TERMINATION OF THE CONTRACTOR'S RESPONSIBILITY

Whenever the WORK called for by the CONTRACT has been completely performed on the part of the CONTRACTOR and all parts of the WORK have been approved and accepted by the OWNER, according to the CONTRACT, the CONTRACTOR'S obligations shall be considered fulfilled, except as set forth in his/her Bond, in Article 7-18, and his/her one (1) year guarantee in Article 7-16.

END OF SECTION 8

DIVISION I GENERAL REQUIREMENTS AND COVENANTS

SECTION 9. MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES

All WORK completed under the CONTRACT will be measured by the ENGINEER according to United States Standard Measures. The methods of measurement will be described in the CONTRACT.

9-2 SCOPE OF PAYMENT

The CONTRACTOR shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools, and equipment; for performing all WORK contemplated and embraced under the CONTRACT; for all loss or damage arising out of the nature of the WORK or from the action of the elements, for any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the WORK until its final acceptance by the OWNER; for all risks of every description connected with the prosecution of the WORK; also, for all expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the WORK as herein specified, or for any infringement of patents, trademarks, or copyrights, and for completing the WORK in an acceptable manner according to the CONTRACT documents.

The payment of any current estimate prior to final acceptance of the WORK by the OWNER shall in no way constitute an acknowledgement of the acceptance of the WORK, nor in any way prejudice or affect the obligations of the CONTRACTOR, at his/her expense, to repair, correct, renew, or replace any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the WORK under CONTRACT and its appurtenances, nor any damage due or attributable to such defects, which defects, imperfections, or damage shall have been discovered on or before the final inspection and acceptance of the WORK. The ENGINEER shall be the sole judge of such defects, imperfections, or damage, and the CONTRACTOR shall be liable to the OWNER for failure to correct the same as provided herein.

9-3 INCREASED OR DECREASED QUANTITIES

Whenever the quantity of any item of WORK is increased or decreased, payment will be made on the basis of the actual quantity completed at the unit price for such item, except as otherwise provided in Article 4-2 for each class of WORK.

Should any items of WORK be found unnecessary for the proper completion of the WORK, the ENGINEER may, upon written order to the CONTRACTOR, eliminate such items from the CONTRACT and such action shall in no way invalidate the CONTRACT? When a CONTRACTOR is notified of the elimination of WORK items, the CONTRACTOR will be reimbursed for the actual WORK done and all costs incurred, including mobilization of materials, prior to say notification.

9-4 PAYMENT FOR EXTRA WORK

Extra WORK which results from any of the changes as specified in Article 4-2 shall not be started, except in case of an emergency, until receipt of a written authorization from the OWNER, which authorization shall state the items of WORK to be performed and the method of payment for each item. WORK performed without such order will not be paid for.

Extra WORK will be paid for:

(A) Either at a lump sum price or at unit prices agreed upon by the CONTRACTOR and the ENGINEER.

(B) On the following force account basis:

(1) Labor. For all labor and foremen in direct charge of the specific operations, the CONTRACTOR will receive the actual normal rate of wage paid for each and every hour that said labor and foremen are actually engaged in such WORK.

The CONTRACTOR will receive the actual costs paid to, or in behalf of, workmen by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employment on the work.

An amount equal to thirty-five (35) percent of the sum of the above items will also be paid the CONTRACTOR.

(2) Bond, Insurance, and Tax. For property damage, liability, and Workman's' compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account WORK, the CONTRACTOR will receive the actual cost, to which ten (10) percent will be added. The CONTRACTOR shall furnish satisfactory evidence of the rate or rates paid for such bond, insurance, and tax.

(3) Materials. For materials, accepted by the ENGINEER and used, the CONTRACTOR will receive the actual cost of such materials delivered to the WORK, including transportation charges paid by the CONTRACTOR (exclusive of machinery rentals as hereinafter set forth), to which cost fifteen (15) percent will be added.

(4) Equipment. Machinery and equipment which the CONTRACTOR has on the job for use on CONTRACT items shall be used on extra WORK as deemed necessary or desirable. The CONTRACTOR will be paid for all machinery and equipment used on extra WORK in accordance with the latest revision of "Schedule Of Average Annual Equipment Ownership Expense With Operating Cost" as issued by the Illinois Department of Transportation, for the period that said machinery and equipment are in use on such WORK, to which no (0) percent shall be added. In the event that equipment is used which is not included in aforesaid publication, the latest edition of the "Compilation of Nationally Averaged Rental Rates for Construction Equipment" compiled by the Associated Equipment Distributors, 615 West 22nd Street, Oak Brook, Illinois 60521, shall be used to determine equipment rental rates and no (0) percent shall be added to the rates indicated in such publication.

(5) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

(6) Statements. No payment will be made for WORK performed on a force account basis until the CONTRACTOR has furnished the ENGINEER with itemized statements of the cost of such force account WORK detailed as follows:

a. Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman. Payrolls shall be submitted to substantiate actual wages paid if so requested by the ENGINEER.

b. Designations, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.

c. Quantities of materials, prices, and extensions.

d. Transportation of materials.

e. Cost of property damage, liability, and Workman's' compensation insurance premiums; unemployment insurance contributions; and social security tax.

(7) WORK is performed by an approved Subcontractor, the CONTRACTOR shall receive as administrative costs an amount equal to five (5) percent of the first \$10,000 and one (1) percent of any amount over \$10,000 of the total approved costs of such WORK.

Statements shall be accompanied and supported by receipted invoices for all materials used and transportation charges. However, if materials used on the force account WORK are not specifically purchased for such WORK but are taken from the CONTRACTOR'S stock, then in lieu of the invoices, the CONTRACTOR shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the CONTRACTOR.

9-5 PAYMENT FOR ITEMS OMITTED WHEN PARTIALLY COMPLETED

Should the OWNER cancel or alter any portion of the CONTRACT which results in the elimination or non-completion of any portions of the WORK partially completed, the CONTRACTOR will be allowed a fair and equitable amount covering all items of WORK incurred prior to the date of cancellation, alteration, or suspension of such WORK. When such elimination or non-completion involves a net decrease in the amount of the CONTRACT of more than twenty-five (25) percent of the original CONTRACT price, a supplemental agreement between the CONTRACTOR and the OWNER will be required.

The CONTRACTOR shall be allowed a profit percentage on the materials used and the WORK actually performed at the rates provided under Article 9-4 for WORK paid for on a force account basis, but no allowance will be made for any change in anticipated profits. Acceptable materials ordered by the CONTRACTOR or delivered on the WORK prior to the date of its cancellation, alteration, or suspension by the OWNER shall thereupon become the property of the OWNER; or at the option of the OWNER the unused acceptable material shall remain the property of the CONTRACTOR, and he/she shall be paid the actual cost including freight, unloading, and hauling costs less the actual salvage value.

9-6

9-6.01

PARTIAL PAYMENTS AND RETAINAGE

PROGRESS PAYMENTS

At least once each month, the ENGINEER will make a written estimate of the quantity of WORK performed in accordance with the CONTRACT, and the value thereof at the CONTRACT unit prices. From the amount so determined, a portion of the cost will be retained in accordance with the following:

9-6.02

- (A)
- (B)
- (C)

For the first fifty (50) percent of the completed WORK, a sum of ten (10) percent will be retained from each progress payment until after the completion of the entire WORK.

After fifty (50) percent or more of the WORK is completed, the ENGINEER may, at his/her discretion, certify the remaining progress payments without any further retention, provided that satisfactory progress is being made, and provided that the amount already retained is not less than five (5) percent of the total adjusted CONTRACT price.

When the principal items of the WORK have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the CONTRACTOR under such an estimate shall not exceed ninety (90) percent of the amount retained after making progress payments, but in no event shall the amount retained after making the semi-final payment be less than one (1) percent of the total adjusted CONTRACT price, nor less than \$500.00.

MATERIAL ALLOWANCES

At the discretion of the OWNER, and when evidence satisfactory to the OWNER is presented, an estimate may be made for payment to include costs which are being incurred in excess of \$10,000 for freight and acceptable reinforcing steel, structural steel, stone, gravel, sand, or any other non-perishable materials delivered on the WORK or in acceptable storage places and not used at the time of such estimate. The amount thus paid by the OWNER will be deducted from estimates due the CONTRACTOR as the material is used in the work. If receipted bills for such material and freight are not furnished the OWNER by the CONTRACTOR within 60 days of payment by the OWNER, the payment will be reclaimed.

9-6.03 DEPOSITING RETAINAGE

At the request of the CONTRACTOR, with approval of the OWNER, the retainage of the CONTRACT set forth in this Article may be deposited under a trust agreement with an Illinois bank of the CONTRACTOR'S choice and subject to the approval of the OWNER. The CONTRACTOR shall receive any interest thereon. Pursuant to application by the CONTRACTOR, a trust agreement by the bank and the OWNER shall contain, as a minimum, the following provisions:

- (A) The amount to be deposited subject to the trust.
- (B) The terms and conditions of payment in case of default of the CONTRACTOR.

(C) The termination of the trust agreement upon completion of the CONTRACT.

The CONTRACTOR shall be responsible for obtaining the written consent of the bank trustees and any costs or service fees shall be borne by the CONTRACTOR. The trust agreement may, at the discretion of the OWNER and upon request of the CONTRACTOR, become operative at the time of the first progress payment in accordance with existing statutes and OWNER'S procedures.

9-7 INTEREST ON MONEY DUE THE CONTRACTOR

Should the OWNER fail to pay any Request for Payment or furnish the CONTRACTOR with the reason that payment should not be made, within thirty days from the date of his/her receipt of the ENGINEER'S recommendation that payment is due, the OWNER shall pay the CONTRACTOR interest on the amount of the Request For Payment at the maximum legal rate per annum until payment is made.

9-8 RESERVED

9-9 ACCEPTANCE AND FINAL PAYMENT

As soon as possible after final inspection and as soon as the necessary measurements and computations can be made, final quantities will be calculated and a final estimate showing the value of the WORK will be prepared, all prior estimates upon which payments have been made being approximate only and subject to correction in the final payment. The final quantities will be sent to the CONTRACTOR by certified mail. The CONTRACTOR shall respond within sixty (60) days of receipt by either signing, and thus accepting the final quantities, or by disagreeing in writing citing the item(s) of WORK involved with documentation and justification of such disagreement.

Failure to respond within the sixty (60) days will be considered as acceptance of final quantities and the OWNER may proceed with final payment. Furthermore, the OWNER may withdraw retained funds deposited according to Article 9-6.03, provided the Owner acknowledges and documents the disputed quantities and sums as a pending claim.

Final acceptance occurs by signature on the final estimate and the date of this signature constitutes the acceptance date. Final acceptance shall not constitute acceptance of any unauthorized or defective WORK or material. The OWNER shall not be barred from requiring the removal, replacement, repair, or disposal of any unauthorized or defective WORK or material or from recovering damages from any such WORK or material.

The amount of this final estimate, less any sums that have been deducted or retained under the provisions of the CONTRACT, will be paid to the CONTRACTOR as soon as practicable after the final acceptance, provided the CONTRACTOR has furnished to the OWNER satisfactory evidence that all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished for the purpose of such WORK have been paid or that the person or persons to whom the same may be due have consented to such final payments.

The acceptance by the CONTRACTOR of the final payment shall constitute a release and waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.

9-10 DISPUTE RESOLUTION

All claims, disputes, and other matters in question arising out of, or relating to, this CONTRACT or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by Article 9-9, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. As a condition precedent to arbitration, either party may request the claim, dispute, or other matter in question to be subject to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association or the other party shall participate in good faith in the mediation.

END OF SECTION 9

END OF DIVISION I

DIVISION II. OPERATIONS

SECTION 22. CURED-IN-PLACE PIPE (CIPP)

22-1 SCOPE Where indicated on the Project Drawings, provide reconstruction of the existing interceptor sewer by the installation of cured-in-place pipe (CIPP) consisting of a thermosetting, resin-impregnated flexible felt tube. Curing shall be accomplished by circulating hot water or controlled steam throughout the length of the tube to cure the resin into a hard, impermeable pipe. The final product shall extend the entire length of the original pipe segment and provide a continuous, tight-fitting and joint less CIPP. 22-2 RELATED DOCUMENTS A. The Project Drawings and the provisions of the Specifications and Contract.

B. ASTM D638 – Standard Test Method for Tensile Properties of Plastics.

C. ASTM D790 – Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics.

D. ASTM D5813 – Cured-in-Place Thermosetting Resin Sewer Pipe.

E. ASTM F1216 – Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube.

F. ASTM F1743 – Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP).

22-3 PRODUCT AND CONTRACTOR QUALIFICATION REQUIREMENTS

A. The product shall have a 50-year minimum design life, and in order to minimize the Owner's risk, only proven products with substantial long term track records will be approved. All Contractors must submit proof that they meet the product and installer requirements of this Section with their bid.

B. In order for products and contractors to be deemed acceptable and approved for this project they must meet the following criteria:

1. For a Manufacturer's CIPP to be considered proven, a minimum of 250,000 linear feet of successful wastewater collection system installations in the U.S. must be documented to the satisfaction of the Owner.

2. The Manufacturer of the CIPP must operate under a quality management system that is third party certified to ISO 9001:2000 or other internationally recognized organization standards. Proof of certification shall be provided prior to award.

3. The Contractor designated for this project must have had at least five (5) years of continuous active experience in the installation of CIPP. This shall be documented to the Owner's satisfaction in the form of a resume of work experience detailing scope of work, location of work, and reference contact information for each project listed.

22-4 SUBMITTALS

A. The Contractor shall submit the Manufacturer's information to the Engineer which shall include the following items:

1. Product data on the lining materials to be installed, including installation procedures.
2. Thermosetting resin to be utilized in producing the CIPP in accordance with these specifications.
3. Design calculations for CIPP thickness of the liner system, including design parameters and proposed thickness signed by a registered structural engineer.
4. List of previous successful projects of a similar nature using the submitted product.
5. Safety plan.

B. Bypass Pumping Plan: The Contractor shall submit the bypass pumping plan including detailed descriptions and all precautions to be taken by the Contractor for the handling of flows to be bypassed or interrupted. The bypass pumping plan shall include identification of any subcontractors to be used, identification of equipment suppliers to be used, pump hydraulic capacities and flow curves, elevations, pipe and equipment schedules, work schedule, locations, calculations, description of instrumentation, operation and monitoring procedures, access, and any other related incidental items.

C. Work schedules shall be submitted to the Owner and Engineer seven (7) days prior to the commencement of any work or bypass pumping. An additional forty eight (48) hour confirmation notification shall also be submitted to the Owner prior to any proposed bypass of sewer flows.

D. The Contractor shall provide two (2) DVDs and one (1) printed hard copy of the written log of each televised inspection to the Engineer for documenting the condition of the sewer. Televised inspections shall be submitted for approval by the Engineer prior to the installation of CIPP and also after CIPP has been installed. The videos shall contain the following:

1. Identification of the sewer televised.
2. Report or video number.
3. Date of TV inspection.
4. Upstream and downstream structures.
5. Current distance along reach.
6. Printed labels on the case indicating location, date, format, and other descriptive information.

E. the Contractor shall submit two (2) copies of post-lining test results to the Engineer.

F. An estimate of water usage that will be required to perform the Work of the Contract shall be submitted to the Owner.

G. Proposed methods for collection and disposal of debris collected during sewer cleaning shall be submitted to the Owner.

22-5 SAFETY

A. The Contractor shall carry out their operations in strict accordance with the Contract Documents, OSHA Standards, and the manufacturer's safety requirements.

22-6 LINER TUBE

A. The tube shall consist of one or more layers of absorbent felt fabric capable of carrying resin and withstanding curing temperatures. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular shaped pipe sections. The wet-out tube and sheet shall meet ASTM F 1216, 7.2 as applicable, and shall have a uniform thickness

and 5% to 10% excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure. B. The wet-out tube shall have a uniform thickness that when compressed at installation pressures will meet or exceed the calculated minimum design CIPP wall thickness.

C. The tube shall be manufactured to a size that when installed will tightly fit the internal perimeter and length of the original pipe. In the event that under-sized pipe is present, the liner tube shall be manufactured so that overlap folds or wrinkles do not occur. Allowances shall be made for circumferential stretching during inversion.

D. The outside layer of the tube (before wet-out) shall be coated with impermeable polyurethane or polyethylene plastic coating. This coating shall be an impermeable, flexible membrane that will contain the resin and facilitate monitoring of resin saturation during the resin impregnation (wet-out) process. This coating shall form the inner layer of the finished pipe and is required for enhancement of corrosion resistance, flow, and abrasion properties.

E. The tube shall be homogenous across the entire wall thickness containing no intermediate or encapsulated layers of any material. Additionally, no material shall be included in the tube that may cause delaminating of the cured liner, and no dry or unsaturated layers shall be evident.

F. The wall color of the interior liner surface after installation shall be a light reflective color so that a clear detailed inspection with closed-circuit television equipment may be conducted.

G. The outside of the tube shall be marked for distance at regular intervals not to exceed ten (10) feet. Such markings shall include the Manufacturer's name or identifying symbol.

H. The minimum length shall be that deemed necessary by the Contractor to effectively span the distance between manhole sections of the segment to be lined unless otherwise specified. The Contractor is solely responsible for field verification of all pipe diameters and lengths prior to fabrication, wet-out and installation.

22-7 RESIN

A. The resin system shall be a corrosion resistant polyester or vinyl ester catalyst system, that when properly cured with the tube composite, meets the physical properties herein, and those utilized in the design of the CIPP for this project. The resin shall produce a CIPP which will comply with the structural and chemical resistance requirements of this specification.

B. The resin shall be shipped directly from the resin manufacturer's facility to the CIPP wet-out facility. The resin shall not be sent to any intermediate mixing facility.

C. When requested by the Engineer, the Contractor shall submit a Certificate of Authenticity from the resin manufacturer for each shipment to the wet-out facility to include the date of manufacture?

22-8 STRUCTURAL REQUIREMENTS A. The CIPP shall be designed in accordance with current accepted methods and applicable standards based on rectangular cross section of sewer to be lined and the following:

1. The CIPP design shall assume no bonding to the original pipe wall.

B. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If separation of the layers occurs during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.

C. Partially deteriorated pipe conditions should be assumed with no loading on the CIPP from the adjacent soil.

D. The cured pipe material (CIPP) shall conform to the structural properties, as listed below.

MINIMUM CIPP PHYSICAL PROPERTIES

Property	Test Method	Cured Composite per ASTM F1216	Cured Composite Enhanced Resin
Modulus of Elasticity	ASTM D790	250,000 psi	400,000 psi
Flexural Stress	ASTM D790	4,500 psi	4,500 psi
Tensile Strength	ASTM D638	3,000 psi	3,000 psi

E. Minimum Design Safety Factor = 2.0

F. Any layers of the tube that are not saturated with resin prior to insertion into the existing pip shall not be included in the structural CIPP wall thickness computation.

22-9 ANALYSIS A. Chemical Resistance - The CIPP shall meet the chemical resistance requirements of ASTM F1216. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical testing requirements.

B. Hydraulic Capacity - Overall, the hydraulic cross-section shall be maintained as large as possible. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition. Calculated capacities of the CIPP shall be submitted to the Engineer for approval prior to CIPP installation.

C. CIPP Testing - The Contractor shall perform testing of finished pipe liner.

1. Test and report thickness in accordance with ASTM D5813. The minimum wall thickness at any point shall not be less than 87.5% of the specified design thickness. 2. Test for flexural properties in accordance with ASTM D790. 3. Test for tensile strength in accordance with ASTM D638.

22-10 ACCEPTABLE MANUFACTURERS

- A. Insituform
- B. National Liner
- C. Inliner Technologies
- D. Or approved equal

22-11 EXISTING CONDITIONS A. The Contractor shall inspect the site to verify all existing conditions, including the pipe dimensions, lengths, locations and elevations of existing structures, access to the site and structures, elevations, or any other items that may impact the Work. The contractor shall be required to perform their own measurements before designing and ordering the CIPP. B. The Contractor shall provide any temporary devices used to stop or isolate flows in order to perform the Work.

C. Site access and location of the Contractor's equipment on-site must be coordinated with the Owner.

D. Surface preparation of the existing pipe shall be in accordance with the CIPP manufacturer's requirements.

E. The Contractor shall notify residents/businesses at least two (2) days prior to the commencement of any work that will affect their home/business and shall alert them of potential odor issues and any need to restrict use of domestic water or discharge of wastewater.

22-12 OBSTRUCTIONS A. It shall be the responsibility of the Contractor to identify and clear all obstructions such as lateral protrusions, solids, and roots that will prevent the installation of CIPP. If pre-installation inspection reveals an obstruction that will prevent the installation process, and it cannot be removed by conventional sewer cleaning equipment, then the Contractor shall notify the Owner immediately. The Owner shall make a point repair excavation to uncover and remove or repair the obstruction. The Owner shall have 5 days, from the time of notification from the contractor, to complete this work.

B. the Contractor shall identify any necessary repairs at the existing manholes and transition structures that would prevent the liner from being properly installed. The Contractor shall notify the Owner immediately of such repairs. The Owner shall make repairs within 5 days from the time of notification from the contractor.

22-13 INSTALLATION A. CIPP installation s all be in accordance with ASTM F1216, Section 7, with the following modifications:

1. Resin Impregnation - The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the potential loss of resin during installation through cracks and irregularities in the original pipe wall, as applicable.

2. Tube insertion - The wet out tube shall be inserted into the pipeline using techniques as defined within relevant ASTM standards. The tube should be inverted through an access point approved by the Owner and fully extend to the next designated termination point.

3. Temperature gauges shall be placed between the tube and the host pipe's invert position to monitor the temperatures during the cure cycle. The Contractor shall supply a suitable heat source and circulation equipment.

4. After liner placement is complete, pressure is maintained by pressing the liner firmly against the inner pipe wall. The curing of the CIPP must take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of

the soil). The heat source temperatures shall be monitored and logged during the cure and cool down cycles. The Contractor shall maintain the Manufacturer's recommended pressure and temperature throughout the curing process.

5. Curing shall be accomplished by utilizing hot water under hydrostatic pressure or steam pressure in accordance with the manufacturer's recommended cure schedule. A cooldown process shall be conducted that complies with the resin Manufacturer's specification.

B. At the connection to structures, neatly cut the CIPP at the connection point and provide a water-tight seal between the host pipe and liner pipe. In addition, fill in the space between the respective sections of CIPP with resin material compatible with the CIPP resins, or with other material acceptable to the Engineer, and smooth/shape such material to match the respective shape/contours of the adjacent sections of CIPP.

C. After completion of the CIPP operation, all laterals shall be reinstated. The laterals shall be fully opened with a brushed edge finish. All coupons shall be retrieved during this operation.

22-14 FINISH

A. Finished CIPP shall be continuous over the entire length of the rehabilitated sewer service.

B. The CIPP shall provide a smooth bore interior with a coefficient factor of N-.010%

C. The CIPP shall be free of dry spots, lifts, and delaminated portions.

D. The CIPP shall taper at each end so as to accept video equipment and maintain proper flow.

E. The finished product must provide an air-tight verifiable non-leaking lining for the entire length of the sewer main.

22-14 QUALITY CONTROL A. CIPP testing samples shall be from test plate samples sized to provide five pieces for strength testing or from material that is cut out at a manhole or other point where material is removed. Wall thickness of samples shall be the actual thickness of the fabricated liner and be obtained from each separate section of CIPP. Submit all test results from a third-party testing laboratory to the Engineer.

B. CIPP installation shall be inspected by closed-circuit television. No defects or the infiltration of groundwater shall be observed. All laterals should be accounted for and be unobstructed. Pipe shall conform to the shape of the existing pipe prior to installation.

END OF SECTION 22

DIVISION II. OPERATIONS

SECTION 23. TELEVISED INSPECTIONS

23-1 SCOPE The pipeline interior shall be carefully inspected to determine the location of any conditions that may prevent proper installation of CIPP. A DVD and suitable written and printed log for each line section shall be produced for later reference by the Owner.

23-2 PRODUCT AND CONTRACTOR QUALIFICATION REQUIREMENTS

Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles, and other defects using close circuit television (CCTV) inspection techniques.

23-3 SUBMITTALS

A. The contractor shall submit two copies of the pre-lining video to the Engineer for review prior to ordering lining materials.

B. The contractor shall submit two copies of the post-lining video to the Engineer for review.

23-4 EXECUTION OF WORK

A. The voice narrations on the video(s) must make brief but informative comments on any data of significance, including, but not limited to, the distance traveled within the sewer, locations of unusual conditions or damage, sewer connections, collapsed pipe or manhole sections, the presence of scale and corrosion, blockages, leakage, and other discernible features.

B. The video camera must be passed through the sewer at a uniform rate of travel not to exceed 30-feet per minute. The inspection must show the top and sides of sewer pipes, manholes, transitions, junctions, house connections, obstructions, or other conditions, which reveal the sewers physical condition. Panning and zoom rates must be controlled to provide clarity of the video inspection during playback.

C. If the video inspection shows to be unsatisfactory, the Contractor shall be required to respect the sewer at no additional change.

D. The contractor shall provide adequate lighting so as to produce a clear video.

END OF SECTION 23

DIVISION II. OPERATIONS

SECTION 24. CLEANING OF SEWER LINES

24-1 SCOPE The Contractor shall remove all internal debris or dirt from the sewer line that will interfere with the installation of CIPP.

24-2 SUBMITTALS The contractor shall submit a debris removal plan to the Engineer for approval before starting this work.

24-3 EXECUTION OF WORK

- A. Sewer cleaning shall be by high-velocity jet equipment or with a vacuum trunk where heavy accumulations are encountered.
- B. Flushed water shall be disposed of in a manner that is approved by the Owner.
- C. the Contractor must propose a suitable means to collect debris that is being removed from pipe cleaning operations.

END OF SECTION 24

DIVISION II. OPERATIONS

SECTION 25. BYPASS PUMPING

25-1 SCOPE

The Contractor shall provide for the flow of sewage around the sections of pipe designated for Repair.

25-2 SUBMITTALS

The contractor shall submit a Bypass Pumping plan to the Engineer for approval prior to commencing work.

25-3 PRODUCT AND CONTRACTOR QUALIFICATION REQUIREMENTS

A. The Contractor shall demonstrate to the Engineer that he/she specializes in the design and operation of temporary bypass pumping systems. The vendor shall provide at least five (5) references of projects of a similar size and complexity as this project performed by his firm within the past three (3) years.

B. The bypass system shall be designed such that no groundwater or storm water shall infiltrate the bypass system.

C. Design of the bypass system shall be the responsibility of the Contractor. Designing considerations shall include, but not be limited to, the following:

1. Staging areas for pumps.
2. Sewer shutdown / plugging methods.
3. Size and location of manholes or access points for suction and discharge hose or piping.
4. Size of pipeline or conveyance system to be bypassed.
5. Number, size, material, location and method of installation of suction piping.
6. Number, size, material, method of installation and location of installation of discharge piping.
7. Thrust and joint restraint of temporary piping.
8. Bypass pump sizes, capacity, number of each size to be on site and power requirements.
9. Calculations of static lift, friction losses, and flow velocity.
10. Standby power generator size, location.
11. Downstream discharge plan.
12. Method of protecting existing structures from damage.
13. Noise control.
14. Temporary pipe supports and anchoring.
15. Access.

25-4 SYSTEM DESIGN

A. The pump(s) and bypass line(s) shall be of adequate capacity to accommodate all sewage flow, with the largest pump out of service.

B. The Contractor shall perform leakage and pressure tests of the bypass pumping discharge piping using clean water prior to the actual operation. The Engineer will be given twenty-four (24) hours' notice prior to testing.

C. The Contractor shall install plug and test bypass system for one hour prior to starting cleaning or repair operations. During this test, the contractor shall:

1. Check for leaks at upstream plug.
2. Check for leaks in bypass pipe joints.
3. Monitor level in upstream manhole to verify pumps can maintain pumping capacity.

- D. Contractor shall inspect the bypass pumping system on a continuous basis to ensure the system is working correctly.
- E. Bypass pumping shall meet the requirements set forth in these Project Documents.
- F. The Contractor must ensure and monitor that there is no inflow into the isolated section of sewer.

25-5 EQUIPMENT

- A. All pumps used shall be fully automatic self-priming units. All pumps used must be constructed to accommodate the cyclical nature of sewer flows.
- B. Spare parts for pumps and piping shall be kept on site as required.
- C. All pumps shall be critically silenced so as to provide sound attenuation.

25-6 EXECUTION OF WORK

The Contractor shall provide all necessary labor and material, which shall include but not be limited to, construction, installation, and maintenance of bulkheads, stop logs, sandbags, pumps, piping, and appurtenances, required to adequately and properly shutdown and drain various pipelines or structures to facilitate work under this contract. The CITY OF MONTICELLO shall not be responsible for damages resulting from failures of temporary bulkheads or stop logs installed by the Contractor. Where there is no existing device to shutdown, or the existing device does not shutdown properly, the Contractor may use sand bags or inflatable plugs or any other method acceptable to the CITY OF MONTICELLO as a temporary means to stop flow.

END OF SECTION 25

Division 3

Standard Forms

Proposal / Contract Cover

PROPOSAL SUBMITTED BY:		
Contractor's Name:		
Street	P.O. Box	
City	State	Zip Code

CITY OF MONTICELLO

Sewer Lining - 2016

Released For Bid: October 4, 2017

RETURN WITH BID

1. Proposal of Sewer Lining - 2016
2. The plans for the proposed work are those prepared by City of Monticello
3. The undersigned agrees to complete the work within _____ working days or by November 15, 2016 unless additional time is granted in accordance with the specifications.
4. A proposal guaranty in the proper amount, as specified in the Project Manual, will be required. Bid Bonds will be allowed as proposal guaranties. Accompanying this proposal is either a bid bond, or a proposal guaranty check, complying with the Project Manual, made payable to: CITY OF MONTICELLO the amount of the check is _____.
5. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: _____.
6. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
8. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
9. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the CITY OF MONTICELLO, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating.
10. The undersigned submits herewith the Schedule of Prices covering the work to be performed under this contract.
11. Each Bidder shall ascertain prior to submitting Bid that said Bidder has received all addenda.

Base Bid

Schedule of Prices

RETURN WITH BID

(For complete information covering these items, see Project Manual)

Item. No.	Items	Unit	Quantity	Unit Price	Total
1	CURED-IN-PLACE PIPE (CIPP) LINER, 6" (CF and H Alley)	foot	200		
2	CURED-IN-PLACE PIPE (CIPP) LINER, 8" (Kratz Road)	foot	2150		
3	CURED-IN-PLACE PIPE (CIPP) LINER, 8" (Kratz Road)	Foot	480		
4	CURED-IN-PLACE PIPE (CIPP) LINER, 8" (Marion Street)	foot	1300		
5	LATERAL REINSTATEMENTS	each	100 ±		
	CLEANING & TELEVISION INSP	foot	4130		
6					
Bidder's Proposal for making Base Bid Improvements					

Bidder's Proposal _____
(Use words)

Page 1 of 1

Signatures

RETURN WITH BID

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Insert names
and addresses
of all partners

(If a corporation)

Corporate Name _____

Signed By (President) _____

Business Address _____

Insert
names of
Officers

President: _____
Secretary: _____
Treasurer: _____

Attest: _____
Secretary

Proposal Bid Bond

RETURN WITH BID

PAPER BID BOND

WE _____ as PRINCIPAL, and _____ as SURETY, are held jointly, severally and firmly bound unto the above OWNER in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the OWNER acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the OWNER for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the PROJECT MANUAL, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the OWNER determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the OWNER acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____.

Principal

(Company Name) _____
By: _____
(Signature and Title) _____

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

(Name of Surety) By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

Given under my hand and notarial seal this _____ day of _____

My commission expires _____

(Notary Public)

ELECTRONIC BID BOND Electronic bid bond is allowed (box must be checked by OWNER if electronic bid bond is allowed) The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the OWNER under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date

Contract

1. THIS AGREEMENT, made and concluded the _____ day of _____, Month and Year

Between the _____ of _____ acting by and through its _____ known as the party of the first part, and _____ his/their executors, administrators, successors or assigns, known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans for Sewer Lining - 2016, in Monticello, IL, approved by the CITY OF MONTICELLO, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: _____ The _____ of _____

_____ Clerk by _____
Party of the First Part

(Seal)

(If a Corporation)

Corporate Name _____

By _____
President Party of the Second Part

(If a Co-Partnership)

Attest: _____

Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part

Contract Bond

We,

a/an) Individual Co-partnership Corporation organized under the laws of the State of _____ ,
as PRINCIPAL, and

_____ as SURETY, are held and firmly bound unto the above Owner in the

penal sum of _____ Dollars (_____), lawful money of the United States, well and truly to be paid unto said Owner, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the Owner this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the Owner acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Owner and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

(Company Name)
By: _____
(Signature & Title)
Attest: _____
(Signature & Title)

(Company Name)
By: _____
(Signature & Title)
Attest: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or PRINCIPAL)

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

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ (SEAL)
Notary Public

SURETY

(Name of Surety)
By: _____
(Signature of Attorney-in-Fact)
STATE OF ILLINOIS, (SEAL)
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or SURETY)

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

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ (SEAL)

Approved this _____ day of _____, A.D. _____

Attest:

Clerk

(Awarding Authority)

(Chairman/Mayor/President)

SUPPLEMENTAL AGREEMENT

Number _____

Project: Sewer Lining - 2016

Owner's Name: CITY OF MONTICELLO

Contractor: _____

DESCRIPTION OF CHANGE:

REASON FOR CHANGE:

ORIGINAL CONTRACT PRICE: \$ _____

CURRENT CONTRACT PRICE ADJUSTED BY:
PREVIOUS CHANGE ORDER(S) \$ _____

NET INCREASE/DECREASE IN CONTRACT
PRICE THIS CHANGE ORDER \$ _____

TOTAL ADJUSTED CONTRACT PRICE
INCLUDING THIS CHANGE ORDER \$ _____

This change order extends the time to complete the work by _____ calendar days, the revised time for completion is _____ days.

This change order prepared by:

(Engineer)

(Date)

The undersigned agree to the terms of the change order.

(Contractor's Authorized Representative)

(Date)