



# **BIDDING REQUIREMENTS**

for

## **PROJECT P23-LAND-01**

First Street CIPP Sewer Liner

### **BID OPENS:**

Tuesday, February 07, 2023  
**9:00 am LOCAL TIME**

Released for Bidding by:

**America's Central Port**  
1635 West First Street  
Granite City, Illinois 62040  
(618) 877-8444

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Project Information is posted to the Port's website:

<http://planroom.americascentralport.com>

**PROJECT INFORMATION**

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Project Name: P23-LAND-01 First Street CIPP Liner

Contract Time: \_\_\_\_\_

Pre-Bid Conference: January 24, 2023, at 9:00 am

Mandatory: YES

Bid Proposals Due: February 7, 2023, at 9:00 am

**INSTRUCTIONS TO BIDDERS**

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**ARTICLE 1 – DEFINED TERMS**

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.  
  
America's Central Port District ("Owner")  
ATTN: Engineering Department  
1635 West First Street  
Granite City, Illinois 62040  
(618) 877-8444 | Main  
(618) 452-3402 | Fax  
[psholl@americascentralport.com](mailto:psholl@americascentralport.com)
  - B. *Bid Due Date* – All Bids are due back to the Issuing Office no later than the date and time listed above and within the Invitation to Bid.
  - C. *Invitation to Bid* – America's Central Port is seeking qualified Bidders for its P23-LAND-01. This project's scope is to Install 830 feet of 24-inch and 408 feet of 18-inch CIPP liner to a combined sewer line. *The project will also include installing CIPP to two (2) manholes.* This project will be subject to prevailing wage rates. All interested parties must go to the Port's online plan room to obtain a copy of the Bidding Requirements at: <http://planroom.americascentralport.com>. A Pre-Bid Conference is scheduled for Tuesday, January 24, 2023 at 9:00 am. Bids will be due at the Port by Tuesday, February 7, 2023 at 9:00 am.

**ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

- 2.01 Complete sets of the Bidding Documents may only be obtained electronically from the Owners planroom website online at <http://planroom.americascentralport.com> as mentioned within the invitation or advertisement for bid announcement.
- 2.02 Each interested Contractor that registers for this project at the Owners Planroom website will be provided with a download link for a complete copy of the current bidding packet. Hard copies of the plans can be provided at contractor request and are subject to availability and cost for printing and materials.
- 2.03 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. All current and relevant information, including FAQ's and Addendums, will be posted to the owner's planroom website (<http://planroom.americascentralport.com>) or email [psholl@americascentralport.com](mailto:psholl@americascentralport.com)

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- 2.04 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

### ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within 5 days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.
- A. *Evidence of Bidder's authority to do business in the state where the Project is located.*
  - B. *Bidder's state contractor license number, if applicable.*
  - C. *Other information which may be deemed necessary to determine whether the Bidder is qualified to conduct the Work required for the Project.*
- 3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
- 3.03 Bids which are incomplete or failure of Bidder to demonstrate its qualifications for this Project will be subject to rejection by Owner.

### ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, DATA, AND SITE

- 4.01 *Subsurface and Physical Conditions*
- A. The Supplementary Conditions identify:
    - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
    - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
    - 3. costs associated with obtaining printed or hard copies of reports and/or drawings.
  - B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- 4.02 *Underground Facilities*
- Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- 4.03 *Hazardous Environmental Condition*
- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
  - B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

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- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.
- 4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates. Any and all testing is at Bidder's cost and shall not be reimbursed by Owner.
- 4.06
- A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.
  - B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.
- 4.07 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
  - B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
  - C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
  - D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";
  - E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
  - F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
  - G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

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- H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
  - I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
  - J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

### ARTICLE 5 – PRE-BID CONFERENCE

- 5.01 A MANDATORY pre-Bid conference will be held at **9:00 AM** local time on **1/24/2023** at the Owners office as defined within Article 1 of these instructions. Representatives of Owner and Engineer will be present to discuss the requirements contained within the Bidding Documents for this Project. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.
- 5.02 In the event which this project requires a mandatory pre-bid conference as defined in Article 5 of these instructions, Bidders who desire to submit a Bid proposal for this Project shall send a representative to the Pre-Bid Conference and register the company name which will be used for the Bid proposal. Engineer will record the contact information of those companies with representatives in attendance. Bid proposals will only be accepted for consideration of award by Owner from Bidders with representatives in attendance as recorded by Engineer.

### ARTICLE 6 – SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

### ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing via email to [psholl@americascentralport](mailto:psholl@americascentralport). Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed electronically or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than three (3) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

### ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **10%** percent of Bidder's maximum Bid price as shown in Paragraph 5.01 of *Section 00410 - Bid Form* and in the form of a

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Bid bond (on the form attached in *Section 00430*) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions. Bids submitted without a Bid Bond as security shall be deemed nonresponsive.

- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

### ARTICLE 9 – CONTRACT TIMES

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

### ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

### ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or "or-equal" materials and equipment approved by Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. No item of material or equipment will be considered by Engineer as a substitute or "or-equal" unless written request for approval has been submitted by Bidder and has been received by Engineer at least fifteen (15) days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.
- 11.02 The Contract, if awarded, will not be based upon the incorporation of an approved "or-equal" item based on any characteristic in comparison with those as specified within Section 01000 other than the characteristic of initial cost as provided within the Bid. Long term performance or maintenance cost benefits will not be a factor for determining the low, responsive bid when an approved "or-equal" item is proposed.

### ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five (5) days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next most responsive lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture

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of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

### ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from the Owner.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each unit price item listed therein. In the case of optional alternatives the words "No Bid," "No Change," or "Not Applicable" may be entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

### ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

- 14.00 *Lump Sum*
- A. Bidders shall submit a Bid which provides a "not-to-exceed" Lump Sum Price as indicated on the Bid Form. Such total will be used determine the lowest responsible Bid.
- 14.01 *Unit Price*
- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in **Section 00410 – Bid Form**.
- B. The total of all estimated prices will be the sum of the products of the Owner's Estimated Quantity (if provided) of each item and the corresponding unit price. If an Owner's Estimated Quantity is not provided and the Bid Form requests a Lump Sum Price, Unit Price Costs will not be considered as substantial to the basis of determining the low bid, provided that each Unit Price does not differ more than fifteen percent (15%) above the average of all bids submitted. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

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- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- D. The lowest, responsible bid will be determined by the lowest (correct as stated above) total for the Base Bid items. Should Owner elect to incorporate any of the listed Alternate Unit Price Items, the lowest, responsible bid will be the lowest new total using the elected Alternate unit price, regardless of whether or not the determined lowest responsible bid is the same determination as that of the Base Bid. Owner, at its sole discretion, shall exercise any combination of the use of Alternates as deemed appropriate for the best interest of the Project.

### 14.02 Allowances

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.B of the General Conditions.

### 14.03 Completion Time Comparisons

- A. Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion (if applicable). The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 9 above.

## ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following documents:

- a. ☐ **00430 – Bid Bond Form** providing the required Bid security (10% of total Bid Proposal)
- b. ☐ **00450 – Contractor Qualification Statement Form** with all Supporting Data (e.g., references, evidence of authority to do business in the State of the Project, Copy of Contractor's License); and
- c. ☐ **00455 – Subcontractor Prequalification Form** for all of the proposed Subcontractors and Suppliers proposed to be used for the Project; and
- d. ☐ **Signed Addenda** which Bidder has identified within Article 3.01.A of this Bid Form and encompasses all issued addenda prior to the Bid date.
- e. ☐ Any related product materials and brochures relevant to Bid, including any requirements listed within *Section 01000 – Technical Specifications*.

- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "**BID ENCLOSED.**" A mailed Bid shall be addressed to:

America's Central Port  
ATTN: P23-LAND-01  
1635 West First Street  
Granite City, Illinois 62040  
Phone: (618) 877-8444

## ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

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- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

### **ARTICLE 17 – OPENING OF BIDS**

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

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

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

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

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

### **ARTICLE 20 – CONTRACT SECURITY AND INSURANCE**

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

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

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within

ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

### ARTICLE 22 – SALES AND USE TAXES

- 22.01 Owner is exempt from Illinois state sales and use taxes on materials and equipment to be incorporated in the Work (Exemption No. E9987-3151-05). A copy of the Owners exemption certificate will be provided to the Contractor with the Notice of Award. Said taxes shall not be included in the Bid. Refer to Paragraph 6.10 of the Supplementary Conditions for additional information.

### ARTICLE 23 – RETAINAGE

- 23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

### ARTICLE 24 – PREVAILING WAGE

- 24.01 All labor, regardless of tier, will be subject to prevailing wage rates as explained in *Article 17.08 of Section 00700 – General Conditions*.

- A. Any contract including wage payments shall be a prevailing wage job and wages shall not be less than the current prevailing rate of wages for each craft used during the duration of the Project and any bond furnished by the Contractor must contain a provision guaranteeing the faithful performance of the prevailing wage clause as provided in the Prevailing Wage Act (820 ILCS 130/0.01 et.seq.). The current wage rates for Madison County, Illinois can be found on the Illinois Department of Labor Website:

<http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>

- B. If this Project is federally funded either in whole or in part, wage payments shall comply with those defined for each craft within the Davis Bacon Prevailing Wage Act (40 CFR 3141, et.seq.). Such funding sources will be made known during the Pre-Bid Conference. The current wage rates are published by the U.S. Department of Labor on their website:

<http://www.wdol.gov/dba.aspx>

### END OF SECTION

# SECTION 00250 | MADISON COUNTY PREVAILING WAGE RATES

## INTRODUCTION

The State of Illinois updates its prevailing wage rates on a monthly basis. Current Madison County, Illinois Prevailing Wage rates can be found on the Illinois Department of Labor Website: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>.

Pursuant to the Prevailing Wage Act, 820 Illinois Compiled Statutes, Chapter 130 Section 1 through 12 inclusive, the following wage rates are the applicable prevailing wage rates for Madison County, Illinois and for each craft or type of worker needed to execute the contract:

## Madison County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN	NW	ALL		31.040	32.040	1.5	1.5	2.0	6.300	10.26	0.000	0.800
ASBESTOS ABT-GEN	SE	ALL		30.400	31.400	1.5	1.5	2.0	7.100	11.40	0.000	0.800
ASBESTOS ABT-MEC		BLD		30.360	31.360	1.5	1.5	2.0	7.450	3.000	0.000	0.000
BOILERMAKER		BLD		33.340	35.840	1.5	1.5	2.0	7.070	21.53	1.250	0.400
BRICK MASON		BLD		32.000	33.920	1.5	1.5	2.0	8.100	10.92	0.000	0.800
CARPENTER		ALL		36.340	37.840	1.5	1.5	2.0	6.800	8.250	0.000	0.400
CEMENT MASON		ALL		32.000	33.000	1.5	1.5	2.0	9.750	12.75	0.000	0.200
CERAMIC TILE FNSHER		BLD		27.480	0.000	1.5	1.5	2.0	6.450	5.700	0.000	0.580
ELECTRIC PWR EQMT OP	NW	ALL		36.690	44.520	1.5	2.0	2.0	5.000	9.170	0.000	0.280
ELECTRIC PWR EQMT OP	SE	ALL		39.670	47.820	1.5	1.5	2.0	6.950	11.12	0.000	0.400
ELECTRIC PWR GRNDMAN	NW	ALL		24.940	44.520	1.5	2.0	2.0	5.000	6.240	0.000	0.190
ELECTRIC PWR GRNDMAN	SE	ALL		29.620	47.820	1.5	1.5	2.0	5.190	8.300	0.000	0.290
ELECTRIC PWR LINEMAN	NW	ALL		42.210	44.520	1.5	2.0	2.0	5.000	10.56	0.000	0.320
ELECTRIC PWR LINEMAN	SE	ALL		45.610	47.820	1.5	1.5	2.0	7.990	12.78	0.000	0.450
ELECTRIC PWR TRK DRV	NW	ALL		25.560	44.520	1.5	2.0	2.0	5.000	6.390	0.000	0.190
ELECTRIC PWR TRK DRV	SE	ALL		32.380	47.820	1.5	1.5	2.0	5.670	9.080	0.000	0.320
ELECTRICIAN	NW	ALL		38.130	40.380	1.5	1.5	2.0	8.300	10.14	0.000	0.190
ELECTRICIAN	SE	ALL		38.450	40.760	1.5	1.5	2.0	7.990	9.720	0.000	0.960
ELECTRONIC SYS TECH	NW	BLD		28.740	30.490	1.5	1.5	2.0	7.500	5.860	0.000	0.400
ELECTRONIC SYS TECH	SE	BLD		32.150	34.150	1.5	1.5	2.0	3.650	8.210	0.000	0.400
ELEVATOR CONSTRUCTOR		BLD		45.090	50.730	2.0	2.0	2.0	13.57	14.21	3.610	0.600
FLOOR LAYER		BLD		31.080	31.830	1.5	1.5	2.0	6.800	8.250	0.000	0.400
GLAZIER		BLD		32.780	0.000	2.0	2.0	2.0	9.020	10.80	2.630	0.310
HT/FROST INSULATOR		BLD		38.060	39.060	1.5	1.5	2.0	8.700	11.46	0.000	0.550
IRON WORKER		ALL		31.500	33.500	1.5	1.5	2.0	8.610	14.45	0.000	0.420
LABORER	NW	ALL		30.540	31.540	1.5	1.5	2.0	6.300	10.26	0.000	0.800
LABORER	SE	ALL		29.900	30.900	1.5	1.5	2.0	7.100	11.40	0.000	0.800
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS		BLD		27.480	0.000	1.5	1.5	2.0	6.450	5.700	0.000	0.580
MARBLE MASON		BLD		32.000	33.920	1.5	1.5	2.0	8.100	10.92	0.000	0.800
MILLWRIGHT		ALL		36.340	37.840	1.5	1.5	2.0	6.800	8.250	0.000	0.400
OPERATING ENGINEER		BLD 1		34.700	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		BLD 2		33.570	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		BLD 3		29.090	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		BLD 4		29.150	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		BLD 5		28.820	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		BLD 6		36.250	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		BLD 7		36.550	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		BLD 8		36.830	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		BLD 9		35.700	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		HWY 1		33.700	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000
OPERATING ENGINEER		HWY 2		32.570	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000
OPERATING ENGINEER		HWY 3		28.090	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000

## SECTION 00250 | MADISON COUNTY PREVAILING WAGE RATES

OPERATING ENGINEER	HWY 4	28.150	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000
OPERATING ENGINEER	HWY 5	27.820	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000
OPERATING ENGINEER	HWY 6	35.250	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000
OPERATING ENGINEER	HWY 7	35.550	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000
OPERATING ENGINEER	HWY 8	35.830	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000
OPERATING ENGINEER	HWY 9	34.700	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000
PAINTER	BLD	30.250	31.750	1.5	2.0	2.0	5.250	9.170	0.000	0.650
PAINTER	HWY	31.450	32.950	1.5	1.5	2.0	5.250	9.170	0.000	0.650
PAINTER OVER 30FT	BLD	31.250	32.750	1.5	2.0	2.0	5.250	9.170	0.000	0.650
PAINTER PWR EQMT	BLD	31.250	32.750	1.5	2.0	2.0	5.250	9.170	0.000	0.650
PAINTER PWR EQMT	HWY	32.450	33.950	1.5	1.5	2.0	5.250	9.170	0.000	0.650
PILEDRIIVER	ALL	36.340	37.840	1.5	1.5	2.0	6.800	8.250	0.000	0.400
PIPEFITTER	N BLD	39.510	41.490	1.5	2.0	2.0	4.750	8.450	0.000	0.300
PIPEFITTER	S BLD	37.250	39.250	1.5	1.5	2.0	6.740	8.000	0.000	0.750
PLASTERER	BLD	30.500	31.000	1.5	1.5	2.0	9.750	9.150	0.000	0.050
PLUMBER	N BLD	39.510	41.490	1.5	2.0	2.0	4.750	8.450	0.000	0.300
PLUMBER	S BLD	37.750	40.250	1.5	1.5	2.0	6.750	6.850	0.000	0.550
ROOFER	BLD	30.700	32.700	1.5	1.5	2.0	8.900	7.450	0.000	0.290
SHEETMETAL WORKER	ALL	32.650	34.150	1.5	1.5	2.0	8.630	7.670	1.970	0.360
SPRINKLER FITTER	BLD	40.030	43.030	2.0	2.0	2.0	8.370	11.18	0.000	1.250
SURVEY WORKER	-->NOT IN EFFECT NW ALL				30.360	30.860	1.5	1.5	2.0	5.750 9.840 0.000
0.800										
SURVEY WORKER	-->NOT IN EFFECT SE ALL				29.300	29.800	1.5	1.5	2.0	6.050 10.60 0.000
0.800										
TERRAZZO FINISHER	BLD	31.240	0.000	1.5	1.5	2.0	6.450	4.370	0.000	0.420
TERRAZZO MASON	BLD	32.530	32.830	1.5	1.5	2.0	6.450	5.870	0.000	0.450
TRUCK DRIVER	ALL 1	33.100	36.640	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	ALL 2	33.560	36.640	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	ALL 3	33.820	36.640	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	ALL 4	34.100	36.640	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	ALL 5	35.000	36.640	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	O&C 1	27.380	30.300	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	O&C 2	27.750	29.130	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	O&C 3	27.960	30.300	1.5	1.5	2.0	11.41	0.640	0.000	0.250
TRUCK DRIVER	O&C 4	28.190	30.300	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	O&C 5	28.940	30.300	1.5	1.5	2.0	11.40	5.640	0.000	0.250

### Legend: RG (Region)

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

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

## EXPLANATIONS

For explanations regarding definitions of Trades, please view the most current listing at:

<http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevaling-wage-rates.aspx>

# Project No. P23-LAND-01

## FIRST ST CIPP SEWER LINER BID FORM FOR CONSTRUCTION CONTRACTS

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

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1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
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PROJECT IDENTIFICATION

P23-LAND-01  
First St CIPP Sewer Liner

SCOPE OF WORK SUMMARY

The contractor will provide all necessary labor, equipment, material, and associated services to comply with the specifications of this Project outlined in 01000 - *Summary of Specifications* and 01001 – First street Plans which intends to provide the installation of 830 feet of 24-inch, 408 feet of 18-inch CIPP liner. Also, CIPP line two (2) manholes. Including pre-cleaning and CCTV of the existing pipe before and CCTV of CIPP after installation. This sewer line is a combined system.

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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

America's Central Port  
ATTN: **P23-LAND-01**  
1635 West First Street  
Granite City, Illinois 62040  
Phone: (618) 877-8444

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

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	____/____/____
_____	____/____/____
_____	____/____/____
_____	____/____/____
_____	____/____/____

B. Bidder has visited the Site on \_\_\_\_/\_\_\_\_/\_\_\_\_ and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

## SECTION 00410 | BID FORM

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the State where the Project is located not later than the date of its execution of the Agreement.

### ARTICLE 4 – BIDDER'S CERTIFICATION

#### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation; *and*
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; *and*
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; *and*
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process; *and*
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition; *and*
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; *and*
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract; *and*
- E. Bidder and any of its prospective lower tier Subcontractors certifies, by submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Project by any Federal, State or Local Agency; *and*
- F. Bidder and any of its prospective lower-tier Subcontractors certify, by submission of this Bid, that neither it nor its principals to the best of its knowledge will use any of the funds from this Project to influence or attempt to influence a public official, of any level or agency, as a part to further the Contractor's involvement within this Project; *and*
- G. Bidder and any of its prospective lower-tier Subcontractors certify, by submission of this Bid, that it has thoroughly read, understands, and shall comply with the requirements of this Project as stated within the following Sections of the Bidding Requirements:
  - 1. Section 00200 - Bidding Requirements; *and*
  - 2. Section 00520 - Agreement; *and*
  - 3. Section 00700 - Standard General Conditions; *and*
  - 4. Section 01000 - Summary of Specifications
  - 5. Section 01001 - Plans
- H. Bidder will abide by all applicable prevailing wage laws for all labor in all tiers of the Contract; *and*

## SECTION 00410 | BID FORM

- I. Bidder will provide a Performance Bond (on the form provided in Section 00610) for one hundred percent (100%) of the Contract Price if awarded the Contract and prior to issuance of the Notice to Proceed; and
- J. Bidder will provide a Payment Bond (on the form provided in Section 00615) for one hundred percent (100%) of the Contract Price if awarded the Contract and prior to issuance of the Notice to Proceed; and
- K. Bidder will does not nor will it permit, maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Furthermore, Bidder warrants that, if awarded the Contract and prior to issuance of the Notice to Proceed, it will serve notice to Labor Unions of other organization of workers that it will adhere to the provisions of Executive Order 11246 regarding nondiscrimination of employment including, but not limited to, the following: Hiring, Placement, Upgrading, Transfer or Demotion, Recruitment, Advertising, or Solicitation for Employment, Training During Employment, Rates of Pay or Other Forms of Compensation, Selection for Training Including Apprenticeship, Layoff or Termination; and
- L. Bidder will ensure that it will maintain a drug-free workplace at any of its establishments, including the Project Site.

### ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following not-to-exceed lump sum price:

<b>BASE</b>	\$ _____ . _____
_____ Dollars and _____ Cents	
Refers to Section 01000 – Technical Specifications	

- 5.02 Bidder will complete the Work in accordance with the Contract Documents for the Unit Prices as shown in the table below:
- A. Unit Prices have been computed in accordance with Paragraph 11.03.B of *Section 00700 - Standard General Conditions*.
  - B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

C. Bidder's security, as defined in Paragraph 8.01 of *Section 00110 - Instructions to Bidders* shall be computed by multiplying each unit price with its respective estimated quantity as shown in the table above to determine the units subtotal then adding together each subtotal to obtain the total estimated project cost. The Bid security shall be provided to cover against the calculated total estimated project cost.

5.03 Bidder will complete the Work in accordance with the Contract Documents and submits the following information regarding the materials proposed in connection with the unit prices:

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

## **ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder acknowledges and accepts that this Project has placed certain time constraints and financial obligations upon Owner and that failure to complete the Project within the above Contract Times will be subject to Section 4.03 of the Agreement regarding liquidated damages.

## **ARTICLE 7 – ATTACHMENTS TO THIS BID**

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

A. Required Bid security (10% of total Bid Proposal) in the form of:

1. ☐ **00430 - Bid Bond Form** (*EJCDC No. C-430*); or

B. **00450 - Contractor Qualification Statement Form** with all Supporting Data (e.g., references, evidence of authority to do business in the State of the Project, Copy of Contractor's License); and

C. **00455 - Subcontractor Prequalification Form** for all of the proposed Subcontractor(s) and Supplier(s) listed below:

1. _____	(____) _____ - _____
2. _____	(____) _____ - _____
3. _____	(____) _____ - _____
4. _____	(____) _____ - _____
5. _____	(____) _____ - _____

## SECTION 00410 | BID FORM

---

6. \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

D. **Signed Addenda** which Bidder has identified within Article 3.01.A of this Bid Form.

E. Any related product materials and brochures relevant to Bid.

### ARTICLE 8 – DEFINED TERMS

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

**[REST OF PAGE LEFT BLANK INTENTIONALLY]**

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by: \_\_\_\_\_

If Bidder is:

An Individual

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

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

*(Individual's signature)*

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

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

E-mail address: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

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

*(Signature of general partner - attach evidence of authority to sign)*

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

Business address: \_\_\_\_\_

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

E-mail address: \_\_\_\_\_

A Corporation

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

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, other): \_\_\_\_\_

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

*(Signature - attach evidence of authority to sign)*

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

Title: \_\_\_\_\_ (CORPORATE SEAL)

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

*(Signature of Corporate Secretary)*

Business address: \_\_\_\_\_

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

E-mail address: \_\_\_\_\_

## SECTION 00410 | BID FORM

### A Limited Liability Company (LLC)

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

State (in which organized): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature - attach evidence of authority to sign)

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

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

Business address: \_\_\_\_\_

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

E-mail address: \_\_\_\_\_

### A Joint Venture

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature - attach evidence of authority to sign)

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

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

Business address: \_\_\_\_\_

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

E-mail address: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature - attach evidence of authority to sign)

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

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

Business address: \_\_\_\_\_

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

E-mail address: \_\_\_\_\_

Phone and Facsimile Number, and Address for receipt of official communications to Joint Venture: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation, and limited liability company that is a party to the joint venture should be in the manner indicated above.)

**Bidder's Business Address**

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

\_\_\_\_\_

City: \_\_\_\_\_

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

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

E-mail: \_\_\_\_\_

IL State Contractor License Number: \_\_\_\_\_

Employer's Tax ID Number: \_\_\_\_\_

**CCR** Number: \_\_\_\_\_

**DUNS** Number: \_\_\_\_\_

Phone and Fax Numbers, and Address for receipt of official communications, if different from Business contact information:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9.02 Bid Submitted on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BIDDER (Name and Address):**

**SURETY (Name and Address of Principal Place of Business):**

**OWNER (Name and Address):**

*America's Central Port  
1635 West First Street  
Granite City, Illinois 62040*

*Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.*

**BID**

*Bid Due Date:* February 7, 2023, 9:00 am

*Description:* P23-LAND-01 First Street Sewer CIPP Liner  
(Project Name)

Madison County, Illinois  
(Include Location)

**BOND**

*Bond Number:* \_\_\_\_\_

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

(Not earlier than Bid due date)

*Penal sum:*

\$ \_\_\_\_\_

(Words)

\$ \_\_\_\_\_

(Figures)



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

**BIDDER****SURETY**

\_\_\_\_\_  
(Bidder's Name and Corporate Seal)

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

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title

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

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

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*

**TERMS**

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

## SECTION 00450 | CONTRACTOR QUALIFICATION STATEMENT

### PROJECT INFORMATION

Project Name: P23-LAND-01 First Street Sewer CIPP Liner Bid Due Date: 2/7/2023

This Contractor Qualification Statement is submitted to the following Owner as part of the Bid Proposal for the above listed Project:

America's Central Port District  
1635 West First Street  
Granite City, Illinois 62040

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

### CONTRACTOR ORGANIZATION INFORMATION

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

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

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

Type of Company: ☐ Sole Individual ☐ Minority Owned Business  
(check any that apply) ☐ Partnership ☐ Woman Owned Business  
☐ Joint Venture ☐ Veteran Owned Business  
☐ Corporation: ☐ Other DBE: \_\_\_\_\_

Type of Work:  
(check any that apply)

<input type="checkbox"/> A/E Design	<input type="checkbox"/> Carpentry	<input type="checkbox"/> Concrete	<input type="checkbox"/> Electrical
<input type="checkbox"/> Environmental	<input type="checkbox"/> General Contractor	<input type="checkbox"/> Heavy Construction	<input type="checkbox"/> HVAC
<input type="checkbox"/> Ironwork	<input type="checkbox"/> Masonry	<input type="checkbox"/> Mechanical	<input type="checkbox"/> Painting
<input type="checkbox"/> Plumbing	<input type="checkbox"/> Roofing	<input type="checkbox"/> Sheet Metal	<input type="checkbox"/> Trucking
<input type="checkbox"/> Other (explain)	_____		

### CONTRACTOR QUALIFICATIONS

Please provide accurate and complete answers to the following questions in either the space provided or on a separate attached sheet.

#### ARTICLE 1. ORGANIZATION

1.1. Has your organization ever been awarded work for the Owner before?

☐ Yes ☐ No

1.2. How many years has your organization been in business?

\_\_\_\_\_ years

## SECTION 00450 | CONTRACTOR QUALIFICATION STATEMENT

- 1.3. How many years has your organization been in business under its present business name?

\_\_\_\_\_ years

- 1.3.1. Under what other or former names has your organization operated?

- 1.4. If your organization is a corporation, answer the following:

1.4.1. Date of Incorporation: \_\_\_\_\_

1.4.2. State of Incorporation: \_\_\_\_\_

1.4.3. President's Name: \_\_\_\_\_

1.4.4. Vice President's Name(s): \_\_\_\_\_

1.4.5. Secretary's Name: \_\_\_\_\_

1.4.6. Treasurer's Name: \_\_\_\_\_

- 1.5. If your organization is a partnership, answer the following:

1.5.1. Date of Organization: \_\_\_\_\_

1.5.2. Type of Partnership: \_\_\_\_\_

1.5.3. Name(s) of General Partners: \_\_\_\_\_

- 1.6. If your organization is individually owned, answer the following:

1.6.1. Date of Organization: \_\_\_\_\_

1.6.2. Name of Owner: \_\_\_\_\_

- 1.7. If the form of your organization is other than those listed above, describe it and name the principles on a separate sheet.

### ARTICLE 2. LICENSING

- 2.1. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

JURISDICTION	REGISTRATION / LICENSE #

- 2.2. List all the jurisdictions in which your organization's partnership or trade name is filed.

JURISDICTION	TRADE

### ARTICLE 3. EXPERIENCE

- 3.1. List the categories of work that your organization normally performs with its own forces:

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## SECTION 00450 | CONTRACTOR QUALIFICATION STATEMENT

3.2. Claims and Suits. *(If the answer to any of the questions below is yes, please attach details.)*

3.2.1. Has your organization ever failed to complete any work awarded to it?

☐ Yes ☐ No

3.2.2. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

☐ Yes ☐ No

3.2.3. Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five (5) years?

☐ Yes ☐ No

3.3. Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? *(If the answer is yes, please attach details.)*

☐ Yes ☐ No

3.4. List all the major construction projects your organization has in progress, giving the name of project, owner, engineer, contract amount, percent complete and scheduled completion date.

PROJECT	OWNER	ENGINEER	CONTRACT AMOUNT	% COMPLETE	SCHEDULED COMPLETION

3.4.1. State total worth of work in progress and under contract:

\$ \_\_\_\_\_

3.5. List all the major projects your organization has completed in the past five (5) years, giving the name of project, owner, engineer, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

PROJECT	OWNER	ENGINEER	CONTRACT AMOUNT	DATE COMPLETED	%( \$) WORK PERFORMED

3.5.1. State average annual amount of construction work performed during the past five (5) years:

\$ \_\_\_\_\_

## SECTION 00450 | CONTRACTOR QUALIFICATION STATEMENT

- 3.6. List all the major projects your organization is currently a candidate for contract award, giving the name of project, owner, engineer, contract amount, date of anticipated award and percentage of the cost of the work to be performed with your own forces.

PROJECT	OWNER	ENGINEER	CONTRACT AMOUNT	DATE TO BE AWARDED	% (\$) WORK COMMITMENT

- 3.6.1. State total amount of construction work currently awaiting award which may correspond to the Contract Time of the Project:

\$ \_\_\_\_\_

- 3.7. Attach current resumes and list the construction experience and present commitments of the key individuals of your organization, including any foreman which may be assigned to the Project.

### ARTICLE 4. REFERENCES

- 4.1. Trade References: *(Include company, contact name, address, phone and email)*

COMPANY	CONTACT NAME	ADDRESS	PHONE	EMAIL

- 4.2. Bank References: *(Include company, contact name, address, phone and email)*

COMPANY	CONTACT NAME	ADDRESS	PHONE	EMAIL

- 4.3. Surety:

- 4.3.1. Name of bonding company:

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- 4.3.2. Name and address of agent:

---

---

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## SECTION 00450 | CONTRACTOR QUALIFICATION STATEMENT

### ARTICLE 5. FINANCING

#### 5.1. Financial Statement.

5.1.1. Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

5.1.1.1. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

5.1.1.2. Net Fixed Assets;

5.1.1.3. Other Assets;

5.1.1.4. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

5.1.1.5. Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2. Name and address of firm preparing attached financial statement, and date thereof:

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5.1.3. Is the attached financial statement for the identical organization named on page one?

☐ Yes    ☐ No

5.1.4. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

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5.2. Will the organization whose financial statement is attached act as guarantor of the contract for construction?

☐ Yes    ☐ No

### ARTICLE 6. SAFETY EXPERIENCE

6.1. Does the organization have a written construction safety program?

☐ Yes    ☐ No

6.2. Does the organization conduct construction safety inspections of their work in progress?

☐ Yes    ☐ No

6.3. Does the organization have an active construction safety training program?

☐ Yes    ☐ No

6.4. Has the organization been fined by OSHA for any willful safety violations in the past three (3) years?

☐ Yes    ☐ No

## SECTION 00450 | CONTRACTOR QUALIFICATION STATEMENT

**6.5. OSHA RECORDABLE INJURY FREQUENCY RATE:**

Provide a copy of the organization's OSHA FORM 300A for the past three (3) years and summarize the rates in the following table:

$$\text{Total Recordable Case Rate (RIR)} = (N/EH) \times 200,000$$

*N = Number of Recordable Injuries and/or Illnesses in One Year*  
*EH = Total Number of Hours Worked by all Employees in One Year*  
*200,000 = Equivalent of 100 Full-Time Employees Working 40 Hour Weeks, 50 Weeks Per Year*

RI RATE		
YEAR _____	YEAR _____	YEAR _____
_____	_____	_____

**6.6. OSHA LOST WORK DAY INJURY FREQUENCY RATE:**

Provide a copy of the organization's documentation for the past three (3) years and summarize the rates in the following table:

$$\text{LWDI Rate} = \frac{(\# \text{LWD cases}) \times (200,000)}{(\# \text{Employee Hours Worked})}$$

*LWD = Number of Injuries and/or Illnesses Resulting in Lost Workdays or Restricted Work Activity*  
*EH = Total Number of Hours Worked by all Employees in One Year*

LWDI RATE		
YEAR _____	YEAR _____	YEAR _____
_____	_____	_____

**6.7. EXPERIENCE MODIFICATION RATE:**

Provide a copy of the organization's Experience Modification Rate (EMR) for the past three (3) years with certification for the most recent year on file and summarize in table below:

EMR RATE		
YEAR _____	YEAR _____	YEAR _____
_____	_____	_____

**6.8. Does the organization have competent persons with experience in the following areas:**

- |                              |                             |                     |
|------------------------------|-----------------------------|---------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Scaffolding         |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Excavation          |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Cranes              |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Electrical          |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Fall Protection     |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Confined Space      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Marine / Waterfront |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Railroad            |

### SIGNATURE AND ATTESTMENT OF CONTRACTOR

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and pursuant to information for prospective bidders for above mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is for confidential use only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended. Bidder further guarantees the truth and accuracy of all statements herein made. The surety herein named or any other bonding company, bank, subcontractor, supplier or any other persons, firms or corporations with which Contractor has done business or who have extended any credit to Contractor are hereby authorized to furnish Owner with any information requested concerning Contractor's organization including, but not limited to, information concerning performances on previous work on credit standing. Contractor hereby releases any and all such parties from any legal responsibility whatsoever of having furnished such information to Owner.

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

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

### NOTARY PUBLIC

Being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

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

# Project No. P23-LAND-01

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

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



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1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

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2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308  
(703) 548-3118  
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## PROJECT INFORMATION

# Project No. P23-LAND-01

Project Name: First Street CIPP Sewer Liner  
Agency ID: FEMA  
Date of Bid: February 7, 2023, at 9:00 am Location of Project: Madison County, Illinois

## CONTRACTOR CONTACT INFORMATION

Company:   
Address:   
City, State, Zip:   
Phone:  Fax:   
Contact Name:  Title:   
Mobile:  Email:

## TERMS OF AGREEMENT

THIS AGREEMENT is executed and entered into this <DAY> day of <MONTH>, <YEAR> by and between *America's Central Port* (hereinafter called the "Owner"), a municipal corporation and public body created by the State of Illinois (70 ILCS 1860), hereinafter called the "Owner," which offices are located at 1635 West First Street, Granite City, Illinois 62040, and  (hereinafter called the "Contractor"), which offices are located at the address listed above.

## WITNESSETH:

That Contractor has entered into an agreement with Owner to furnish select materials, tools, labor, supervision and appliances and appurtenances called for by the Bid Requirements and Contract Documents hereto attached, to do all Work for the Project at its proper cost and expense to said Contractor, and free from all claims, liens and charges whatsoever, for and in consideration of the payments and agreements provided in the Bid hereto attached, and under the penalty expressed in the Bonds hereto attached, in the manner and under the conditions hereinafter specified:

## ARTICLE 1 – WORK

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

A. Sewer Liner CIPP Liner installation.

## SECTION 00520 | AGREEMENT

### ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

A. **General** – It is the meaning and intent to provide for letting in one general contract work consisting of furnishing all plant, equipment, tools, supplies, labor and materials to complete all the Work in strict accordance with these Specifications, drawings, details, schedules, addenda and contract documents. Work shall be in a manner satisfactory to America's Central Port District, herein called "OWNER", its subordinate in authority, herein called "Engineer" and any funding agency, herein called "AGENCY". OWNER is exempt from all Sales and Use Taxes associated with this project and will furnish a certificate to the successful CONTRACTOR following an executed contract being in place. Prevailing wages along with compliance to the OWNER's project labor agreement are required.

B. **Site** – The site is on OWNER's property. OWNER's property is located on the old U.S. Army's Melvin Price Support Complex referred to as America's Central Port in Granite City, Madison County, Illinois. CONTRACTOR shall examine the Site and shall be deemed to possess complete personal knowledge of the existing conditions including underground facilities and installations before submitting a proposal and to accept such existing conditions as being satisfactory.

C. **Scope of Work** –

The contractor will provide all necessary labor, equipment, material, and associated services to comply with the specifications of this Project outlined in 01000 - Summary of Specifications and 01001 – First street Plans which intends to provide the installation of 830 feet of 24-inch, 408 feet of 18-inch CIPP liner. Also, CIPP line two (2) manholes. Including pre-cleaning and CCTV of the existing pipe before and CCTV of CIPP after installation. This sewer line is a combined system.

### ARTICLE 3 – ENGINEER

3.01 The Project has been designed by NA (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

### ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed by **6/23/2023**, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions by **7/14/2023**.

B. In the event the Notice to Proceed is not issued on the same date which this Agreement is executed, the Contract Times will commence to run on the date which the Notice to Proceed is issued by Owner.

- C. Any adjustments to the dates of Substantial Completion and Final payment shall be formally requested in writing (00941 - *Change Order Form*) by the Contractor and such request must be reviewed by the Engineer for a recommendation to Owner prior to approval.

### 4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$800.00** for each calendar day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.

## ARTICLE 5 – CONTRACT PRICE

- 5.01 *Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:*

A. N/A

B. N/A

- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit. See **EXHIBIT A - Contractor's Bid**.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions. Contractor shall not submit more than one (1) Application for Payment per calendar month.

### 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
    - a. **Ninety (90%)** percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

## SECTION 00520 | AGREEMENT

- b. **Ninety-five (95%)** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **one hundred (100%)** percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less **two hundred (200%)** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.
- C. As amended under Paragraph 14.02.A.1 of Section 700, at least sixty (60) days before the date established in Paragraph 6.02.A of this Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed and materials installed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

### 6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

## ARTICLE 7 – INTEREST

- 7.01 *All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of **one percent (1%)** per annum.*

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 *In order to induce Owner to enter into this Agreement, Contractor makes the following representations:*
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph 4.02 of the Standard General Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data."
  - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

### ARTICLE 9 – CONTRACT DOCUMENTS

#### 9.01 Contents

A. *The Contract Documents consist of the following executed documents:*

- 1. This Agreement, 00520 – Standard Form of Agreement (Stipulated Price) [pages \_\_\_\_ to \_\_\_\_, inclusive].
- 2. 00610 – Performance Bond [pages \_\_\_\_ to \_\_\_\_, inclusive].
- 3. 00615 – Payment Bond [pages \_\_\_\_ to \_\_\_\_, inclusive].
- 4. 00700 – Standard General Conditions [pages \_\_\_\_ to \_\_\_\_, inclusive].
- 5. Specifications as listed below:
  - 5.1. 01000 – Technical Specifications as listed in the table of contents of the Project Manual [pages \_\_\_\_ to \_\_\_\_, inclusive].
- 6. Addenda as listed below:
  - 6.1. \_\_\_\_ [pages \_\_\_\_ to \_\_\_\_, inclusive].
  - 6.2. \_\_\_\_ [pages \_\_\_\_ to \_\_\_\_, inclusive].
- 7. Exhibits to this Agreement (enumerated as follows):
  - 7.1. **Exhibit A: Contractors Bid**
    - 7.1.1) 00410 – Bid Proposal [pages \_\_\_\_ to \_\_\_\_, inclusive].
    - 7.1.2) 00450 – Contractor Qualification Statement [pages \_\_\_\_ to \_\_\_\_, inclusive].
    - 7.1.3) 00455 – Subcontractor Qualification Statement(s) [pages \_\_\_\_ to \_\_\_\_, inclusive].

## SECTION 00520 | AGREEMENT

- 7.2. **Exhibit B: Documentation submitted by Contractor prior to Notice to Proceed**
- 7.2.1) 00510 – Notice of Award [pages \_\_\_\_ to \_\_\_\_, inclusive].
  - 7.2.2) 00630 – Contractor Certificate of Insurance [pages \_\_\_\_ to \_\_\_\_, inclusive].
  - 7.2.3) 00635 – Contractor W-9 [pages \_\_\_\_ to \_\_\_\_, inclusive].
  - 7.2.4) Shop Drawings [pages \_\_\_\_ to \_\_\_\_, inclusive].
  - 7.2.5) Preliminary Schedule of Work [pages \_\_\_\_ to \_\_\_\_, inclusive].
8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- 8.1. 00550 – Notice to Proceed [pages \_\_\_\_ to \_\_\_\_, inclusive].
  - 8.2. 00640 – Owner Tax Exemption Certificate [pages 1 to 1, inclusive].
  - 8.3. 00680 – Contractor Warranty [pages \_\_\_\_ to \_\_\_\_, inclusive].
  - 8.4. Work Change Directives.
  - 8.5. Change Orders.
9. The following forms are a part of the contract documents:
- 9.1. 00620 – Contractors Application for Payment [pages \_\_\_\_ to \_\_\_\_, inclusive].
  - 9.2. 00621 – Certified Payroll Form [pages \_\_\_\_ to \_\_\_\_, inclusive].
  - 9.3. 00622 – Affidavit and Waiver of Lien Form [pages \_\_\_\_ to \_\_\_\_, inclusive].
  - 9.4. 00940 – Work Change Directive Form [pages \_\_\_\_ to \_\_\_\_, inclusive].
  - 9.5. 00941 – Change Order Form [pages \_\_\_\_ to \_\_\_\_, inclusive].
  - 9.6. 00942 – Field Order Form [pages \_\_\_\_ to \_\_\_\_, inclusive].
- B. The documents listed in paragraph 9.01.a are attached to this agreement (except as expressly noted otherwise above).
- C. There are no contract documents other than those listed above in this article 9.
- D. The contract documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the general conditions.

### ARTICLE 10 – MISCELLANEOUS

#### 10.01 Terms

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

#### 10.02 Assignment of Contract

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

### 10.03 Successors and Assigns

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

### 10.04 Severability

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

### 10.05 Contractor's Certifications

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

### 10.06 Other Provisions

- A. *Contractor has thoroughly read and understands the requirements and expectations of this Project as defined within Section 00700 - Standard General Conditions, Section 00825 - ARRA Additional Provisions, this Agreement and other documents which are a part of the Contract Documents.*

#### B. Notices

1. *The Address for providing notices to Contractor is as follows:*

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## SECTION 00520 | AGREEMENT

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

2. *The Address for providing notices to Owner is as follows:*

*AMERICA'S CENTRAL PORT DISTRICT*

*ATTN: ENGINEERING DEPARTMENT*

*1635 WEST FIRST STREET*

*GRANITE CITY, ILLINOIS 62040*

*FAX: (618) 452-3402*

DRAFT

**IN WITNESS WHEREOF**, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (Effective Date of Agreement).

**CONTRACTOR**

**CONTRACTOR ATTEST**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
License No: \_\_\_\_\_  
(Where applicable)

(SEAL)

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

**OWNER**

**OWNER ATTEST**

Signature: \_\_\_\_\_  
Printed Name: Dennis Wilmsmeyer  
Title: Executive Director

Signature: \_\_\_\_\_  
Printed Name: Bill Stahlman, P.E.  
Title: Port Engineer

(SEAL)

(Owner to attach resolution authorizing execution of this Agreement as evidence of authority to sign)

**BIDDER (Name and Address):**

**SURETY (Name and Address of Principal Place of Business):**

**OWNER (Name and Address):**

*America's Central Port  
1635 West First Street  
Granite City, Illinois 62040*

*Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.*

**CONTRACT**

*Effective Date of Agreement:*

*Amount:*

*Description:*

**BOND**

*Bond Number:*

*Date (not earlier than Effective Date of Agreement):*

*Amount:*

*Modifications to this Bond Form:*

## SECTION 00610 | PERFORMANCE BOND

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

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
*Contractors Name and Corporate Seal* (SEAL)

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

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

By: \_\_\_\_\_  
*Signature (Attach Power of Attorney)*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

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

Attest: \_\_\_\_\_  
*Signature (Attach Power of Attorney)*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

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

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative:

## TERMS OF PERFORMANCE BOND

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

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and

2.3 Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract; or
2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

2.4 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

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

2.6 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

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

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

3. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied

liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

4. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

4.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;

4.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and

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

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

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

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

8. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

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

10. Definitions.

10.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

10.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

10.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

10.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

**CONTRACTOR (Name and Address):**

**SURETY (Name and Address of Principal Place of Business):**

**OWNER (Name and Address):**

*America's Central Port  
1635 West First Street  
Granite City, Illinois 62040*

*Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.*

**CONTRACT**

*Effective Date of Agreement:*

*Amount:*

*Description:*

**BOND**

*Bond Number:*

*Date (not earlier than Effective Date of Agreement):*

*Amount:*

*Modifications to this Bond Form:*

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

## SECTION 00615 | PAYMENT BOND

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_(SEAL)  
*Contractors Name and Corporate Seal*

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

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

By: \_\_\_\_\_  
*Signature (Attach Power of Attorney)*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

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

Attest: \_\_\_\_\_  
*Signature (Attach Power of Attorney)*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

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

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative:

## TERMS OF PAYMENT BOND

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no

obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions
  - 15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

# Project No. P23-LAND-01

## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

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ASSOCIATED GENERAL CONTRACTORS OF AMERICA

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AMERICAN SOCIETY OF CIVIL ENGINEERS

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PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

## NOTE:

This document has been modified by America's Central Port to include the **SUPPLEMENTARY CONDITIONS** normally contained within *Section 00800* of the Contract Documents. These modifications are necessary in order to meet the specific requirements of each project released for bidding and are contained herein for clarification and consistency purposes. Changes to this document are represented as follows:

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(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

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2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308

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## ARTICLE 1 | DEFINITIONS AND TERMINOLOGY

### 1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. **Addenda**—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
2. **Agreement**—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
3. **Application for Payment**—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
4. **Asbestos**—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air

above current action levels established by the United States Occupational Safety and Health Administration.

5. **Bid**—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. **Bidder**—The individual or entity who submits a Bid directly to Owner.

7. **Bidding Documents**—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. **Bidding Requirements**—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. **Change Order**—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. **Claim**—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. **Contract**—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. **Contract Documents**—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. **Contract Price**—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

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

15. **Contractor**—The individual or entity with whom Owner has entered into the Agreement.

16. **Cost of the Work**—See Paragraph 11.01 for definition.

17. **Drawings**—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

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

19. **Engineer**—The individual or entity named as such in the Agreement.

20. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. **General Requirements**—Sections of Division 1 of the Specifications.

22. **Hazardous Environmental Condition**—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may

present a substantial danger to persons or property exposed thereto.

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

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

25. **Liens**—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

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

27. **Notice of Award**—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. **Notice to Proceed**—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. **Owner**—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. **PCBs**—Polychlorinated biphenyls.

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

32. **Progress Schedule**—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. **Project**—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. **Project Manual**—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. **Radioactive Material**—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. **Resident Project Representative**—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

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

38. **Schedule of Submittals**—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. **Schedule of Values**—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. **Shop Drawings**—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically

prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. **Site**—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. **Specifications**—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. **Subcontractor**—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. **Successful Bidder**—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. **Supplementary Conditions**—That part of the Contract Documents which amends or supplements these General Conditions.

47. **Supplier**—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. **Underground Facilities**—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. **Unit Price Work**—Work to be paid for on the basis of unit prices.

50. **Work**—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. **Work Change Directive**—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by

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the parties as to its effect, if any, on the Contract Price or Contract Times.

52. **Agency**—The funding source of the Project. Typically, this will be the Owner unless there are funds provided by a separate local, state or federal agency.

53. **Normal Working Hours**—The hours established prior to the issuance of the Notice to Proceed which define the standard work hours for the Project.

54. **Overtime Hours**— *The hours which fall outside of the established Normal Working Hours.*

55. **Pre-Bid Conference**—The scheduled meeting between the Engineer, Owner and their respective representatives and the potential Bidders for the Project. This meeting may or may not be mandatory to attend in order to submit a responsive Bid and will be used to outline the expectations and conditions of the Bid Documents as the relate to the Project. Such determination will be shown within Section 00110 – Invitation to Bid.

56. **Pre-Construction Conference**—The scheduled meeting between the Engineer, Owner and their respective representatives and the Contractor prior to issuance of the Notice to Proceed. This meeting will outline the expectations and conditions of the Contract Documents.

57. **Project Manager**—The individual, employed by Owner, who assists the Owner/Engineer in the daily management of the project, however, is not granted the authority to execute any contract documents unless specifically granted by Resolution of the Owner's Board of Commissioners.

58. **Project Representative/Coordinator**—the individual who is appointed by the Owner to act on its behalf under the same authorities granted to the Project Manager.

### 1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. Intent of Certain Terms or Adjectives:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary

to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- does not conform to the Contract Documents; or
- does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
- has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide:

- The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
- The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
- The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
- When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

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

## ARTICLE 2 | PRELIMINARY MATTERS

### 2.01 Delivery of Bonds and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. Evidence of Insurance: Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

### 2.02 Copies of Documents

A. Owner shall furnish to Contractor one (1) printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction. To facilitate additional copies which the Contractor may produce at its own cost and expense, Owner will provide a set of all Contract Documents electronically either via email, CD/DVD or through its website <http://planroom.americascentralport.com>.

### 2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any

time within thirty (30) days after the Effective Date of the Agreement.

#### **2.04 Starting the Work**

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

B. Contractor shall notify Illinois One Call (J.U.L.I.E.), the underground utility notification system for the State of Illinois, at least 48-hours (two Working Days) prior to the commencement of any Work at the Site in order to allow member utilities to examine the construction site and mark the locations of their respective facilities. Contractor can provide notification to J.U.L.I.E. either by phone (800-892-0123) or via their website ([www.illinois1call.com](http://www.illinois1call.com)).

C. Contractor acknowledges that some (or all) of the utility companies with facilities shown on the drawings may not be members of J.U.L.I.E. and, therefore, not automatically contacted by the above referenced telephone number or website. Contractor shall be responsible for making itself aware of utility company facilities not reported by J.U.L.I.E., and shall be liable for any and all damages stemming from repair or delay costs or any other expenses resulting from the unanticipated discovery of underground utilities. Contractor shall be responsible for notifying all of the utilities at least 48-hours (two Working Days) in advance of the day which Work is to commence at the Site to allow the utilities to examine the construction site and mark the location of the utilities respective facilities. Contractor shall also be responsible for verifying that each utility has responsibly responded to such notification.

D. Contractor further acknowledges that some utilities may not be known and, therefore, not be shown on the drawings (if any). Contractor shall proceed with any of its Work with care and caution so as to limit any damages stemming from the unanticipated discovery of utilities which were previously unknown.

#### **2.05 Before Starting Construction**

A. Preliminary Schedules: Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

B. Normal Working Hours: Contractor shall submit with its Preliminary Schedules, the hours which it will be present at the Site to conduct Work. Such hours shall conform to the following standards:

1. The standard work day shall be an established consecutive eight (8) hour period between the hours of 7:00 am and 5:00 pm with one-half hour designated as unpaid period for lunch.
2. The standard work week shall be five (5) consecutive days of work commencing on Monday.
3. Starting time, which is to be established at the Pre-Construction Conference, will be applicable to all craft employees on the Project. Should job conditions dictate a change in the established starting time and/or a staggered lunch period on certain Work of the Project or with individual crafts, the

Contractor, Engineer and Owner shall mutually agree to such changes and document such change with a no-cost Change Order. If a schedule change cannot be mutually agreed to between these parties, the hours fixed in the Contract Documents shall prevail.

C. Overtime Hours: It is the standard policy of the Owner to deny any Work to be conducted outside of the established Normal Working Hours for this Project. Should there be an instance where Contractor shall comply with the procedure outlined within Paragraph 6.02 in order to modify the established Normal Working Hours.

1. All time before and after the established work day of eight (8) hours, Monday through Friday and all time on Saturday shall be paid in accordance with each crafts current prevailing wage rate. All time on Sundays and Holidays shall be paid for at the rate of double time.

2. Recognized Holidays are those listed as "legal holidays" for the State of Illinois. Such dates include, but are not limited to: New Year's Day; Martin Luther King Jr's Birthday; President's Day; Lincoln's Birthday; Casimir Pulaski's Birthday; Good Friday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day and Christmas Day. The annual dates which these holiday's are observed can be found by visiting the Secretary of State's website for the State of Illinois at: <http://cyberdriveillinois.com>.

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

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

#### **2.07 Initial Acceptance of Schedules**

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing,

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scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

### ARTICLE 3 | CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

#### 3.01 Intent

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

#### 3.02 Reference Standards

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

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

#### 3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies:

1. Contractor's Review of Contract Documents Before Starting Work: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. Contractor's Review of Contract Documents During Performance of Work: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract

Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

2. The Engineer will have final authority in determining the fair and applicable intent of any provision of the Contract Documents in the event which conflicting provisions arise. A hierarchy of document authority has been developed to aid the Engineer in such decisions. The Engineer reserves the right to amend as determined appropriate for each conflict in order to achieve the most appropriate solution for the Project. The following is a general listing of Contract Documents and their order of authority as viewed by the Engineer:

##### a. GENERAL ADMINISTRATION:

- 1) 00941 Change Order
- 2) 00940 Work Change Directive
- 3) 00900 Addendum(s)
- 4) 00520 Agreement
- 5) 00700 Standard General Conditions
- 6) 00825 Special Provisions
- 7) 00610 Performance Bond
- 8) 00615 Payment Bond
- 9) 00260 Affirmative Action Requirement Notice
- 10) 00280 Project Labor Agreement

##### b. PROJECT SCOPE:

- 1) 00941 Change Order
- 2) 00942 Field Order
- 3) 00940 Work Change Directive
- 4) 00900 Addendum(s)
- 5) 01000A Exhibit A - Drawings
- 6) 01000 Technical Specifications

#### 3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the

terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

### **3.05 Reuse of Documents**

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

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

### **3.06 Electronic Data**

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

## **ARTICLE 4 | AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

### **4.01 Availability of Lands**

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to use or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed

and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### **4.02 Subsurface and Physical Conditions**

A. Reports and Drawings: The Supplementary Conditions identify:

1. No known reports or explorations or tests of subsurface conditions at or contiguous to the Site are known to the Owner or Engineer.
2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) There are limited record drawings available which Owner can make available as needed.

B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

### **4.03 Differing Subsurface or Physical Conditions**

A. Notice: If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. Engineer's Review: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments:

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such

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differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
  - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
- a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
  - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

### 4.04 Underground Facilities

A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  - a. reviewing and checking all such information and data;
  - b. locating all Underground Facilities shown or indicated in the Contract Documents;
  - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
  - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated:

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the

Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

### 4.05 Reference Points

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

B. Owner has an established local coordinate system which this Project shall be referenced to. Contractor can obtain the necessary information regarding this local ground coordinate system from the Engineer.

### 4.06 Hazardous Environmental Condition at Site

A. Reports and Drawings: There are no known reports or drawings known to the Owner relating to Hazardous Environmental Conditions at the Project Site.

B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous

Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from

and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 5 | BONDS AND INSURANCE**

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

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

### **5.02 Licensed Sureties and Insurers**

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

### **5.03 Certificates of Insurance**

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the

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evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

C. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

D. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

### 5.04 Contractor's Insurance

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
  - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
  - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance

furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least one (1) year after final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

- a. Such insurance shall remain in effect for one (1) year after final payment.
- b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

### C. Insurance Requirements – General

The Contractor shall not commence any Work under the Contract until Owner is in receipt of a Certificate of Insurance showing coverage as required. Certificates of Insurance shall be on Accord 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 must be authorized to do business in the State of Illinois and shall carry an "A.M. Best" rating of A or better.

The Contractor shall maintain in full force and effect the coverages required in this section for the term of the Contract. The Contractor shall not allow any Subcontractor to commence Work on any portion of the Project without evidence that the Subcontractor has insurance coverage equal to the coverages required in this section and that proof of insurance naming owner as Additional Insured has been provided based on the same requirements as those required of the Contractor per this contract.

The limits of liability for insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Worker's Compensation, and related coverages under Paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:

- |                          |               |
|--------------------------|---------------|
| a. State                 | (Statutory)   |
| b. Federal               | (Statutory)   |
| c. Employer's Liability  |               |
| 1) Disease each Employee | (\$1,000,000) |
| 2) Disease policy limit  | (\$1,000,000) |
| 3) Each Accident         | (\$1,000,000) |

2. Contractors and all Subcontractors General Liability under Paragraphs 5.04.A.3 through 5.04.A.6 of the General Conditions

which 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 Insured's - OWNER & COUNTY*

- |                              |               |
|------------------------------|---------------|
| a. General Aggregate         | (\$2,000,000) |
| b. Products - Comp/Op Agg    | (\$2,000,000) |
| c. Personal & Adv Injury     | (\$2,000,000) |
| d. Each Occurrence           | (\$1,000,000) |
| e. Property Damage           | (N/A)         |
| f. Excess/Umbrella Liability |               |
| 1) General Aggregate         | (\$5,000,000) |
| 2) Each Occurrence           | (\$5,000,000) |

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

- |                                   |               |
|-----------------------------------|---------------|
| a. Bodily Injury Per Person       | (\$1,000,000) |
| b. Bodily Injury Per Occurrence   | (\$1,000,000) |
| c. Property Damage Per Occurrence | (\$1,000,000) |
| d. OR, Combined Single Limit of   | (\$1,000,000) |

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

- |                      |               |
|----------------------|---------------|
| a. Per Occurrence    | (\$1,000,000) |
| b. General Aggregate | (\$2,000,000) |

## D. RAILROAD PROTECTIVE INSURANCE (RRP)

- |                      |               |
|----------------------|---------------|
| 1. Per Occurrence    | (\$2,000,000) |
| 2. General Aggregate | (\$6,000,000) |

## E. BUILDER'S RISK

1. Builder's Risk Insurance is not provided by the Owner. The Contractor is responsible for any loss that would be insured by such coverage. On Projects for construction of buildings, bridges, or other structures, "All Risk" Builder's Risk coverage including theft are required. Such coverage shall be written based on the completed value and will include the Contractor, Owner, Engineer, Subcontractors and suppliers as named in insureds as their interests may appear.

## F. ADDITIONAL NAMED INSURED

1. The Owner, Owner's Representative, Engineer and Engineer's Consultants shall be named as "Additional Insured" on the General Contract and/or Subcontractor commercial liability policy as well as the umbrella policy.

2. The insurance required shall include an endorsement naming the following listed entities, their agents, consultants and employees as Additional Named Insureds on all policies providing required coverages:

- a. **America's Central Port – America's Central Port District and its Board of Commissioners, officers, agents and employees are included as an additional insured as respect to the Commercial General Liability, Automobile Liability, Excess/Umbrella Liability and Other policies.** 1635 West First Street, Granite City, IL 62040 (618-877-8444)

3. The Additional Names Insured endorsement shall state that the coverage afforded that Additional Names Insured shall be primary insurance for the Additional Named Insureds with respect to claims arising out of operations performed by or on behalf of

the Contractor and shall state that: 1) if the Additional Names Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis, 2) the amount of the company's liability under the insurance policy shall not be reduced by the existence of such other insurance, and 3) the coverage shall not extend to the liability of the Engineer, the Engineer's Consultants, and the agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Engineer, the Engineer's Consultants, and agents or employees of any of them provided such giving or failure to give is the primary cause of the occurrence, injury or damage. All Policies shall contain an endorsement that provides thirty (30) days written notice, via USPS Certified Mail, to all parties listed as Additional Insured should the policy be cancelled.

## 5.05 Owner's Liability Insurance

## 5.06 Contractor's Property Insurance

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner as Additional Named Insured, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued;

8. Business Interruption/Loss of Rental income to be include in favor of the Owner in an amount satisfactory to the Owner.

B. Contractor shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner as Additional Named Insured, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of

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whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

### 5.07 Waiver of Rights

A. Contractor intends that all policies purchased in accordance with Paragraph 5.06 will protect Owner shall be a Additional Named Insured, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Contractor waives all rights against Owner and its officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

### 5.08 Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if

required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

### 5.09 Acceptance of Bonds and Insurance; Option to Replace

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

### 5.10 Partial Utilization, Acknowledgment of Property Insurer

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

## ARTICLE 6 | CONTRACTOR'S RESPONSIBILITIES

### 6.01 Supervision and Superintendence

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in a good workman-like manner in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

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

### 6.02 Labor; Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent

(which will not be unreasonably withheld) given after prior written notice to Engineer.

C. Contractor shall not perform any Work outside of the Normal Working Hours as defined within Paragraph 2.05.B. Should specific site conditions or Work require the Contractor to work on a Saturday, Sunday or Holiday, Contractor shall submit a written request via Change Order to the Engineer explaining the conditions which would necessitate a modification to the approved schedule to perform Work outside of the Normal Working Hours. Engineer will review the request and make a recommendation to Owner for authorization. No Work shall be permitted outside of the established Normal Working Hours without written authorization from the Owner. Owner, at its sole discretion, will determine approval or denial of such requests.

D. Contractor will be held responsible for any and all costs associated with working outside of the Normal Working Hours, including but not limited to, costs for survey crews, site inspectors, testing or other quality control and assurance services provided by Owner during Normal Working Hours. Contractor can elect to be invoiced for such expenses or have the costs deducted from the Contract Price.

### **6.03 Services, Materials, and Equipment**

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

### **6.04 Progress Schedule**

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

### **6.05 Substitutes and "Or-Equals"**

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other

Suppliers may be submitted to Engineer for review under the circumstances described below.

1. "Or Equal" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

- 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
- 3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items:

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

- 1) shall certify that the proposed substitute item will:
  - a) perform adequately the functions and achieve the results called for by the general design,
  - b) be similar in substance to that specified, and
  - c) be suited to the same use as that specified;

2) will state:

- a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
- b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for

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other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

- a) all variations of the proposed substitute item from that specified, and
- b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. **Substitute Construction Methods or Procedures:** If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. **Engineer's Evaluation:**

1. *During Bidding:* The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or "or-equal" materials and equipment as defined in paragraph 6.05 of the General Conditions, or those substitute materials and equipment approved by the Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents established a standard or required type, function, and quality to be met by any proposed substitute or "or-equal" item. Request for Engineer's clarification of materials and equipment considered "or-equal" prior to the Effective Date of the Agreement must be received by the Engineer at least five (5) days prior to the date for receipt of Bids. No item of material or equipment will be considered by Engineer as a substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least fifteen (15) days prior to the date for receipt of Bids. Each request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon the Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

2. *After Effective Date of Agreement:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. **Special Guarantee:** Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. **Engineer's Cost Reimbursement:** Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the

reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. **Contractor's Expense:** Contractor shall provide all data in support of any proposed substitute or "or equal" at Contractor's expense.

### 6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

- 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
- 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor

and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

H. The Contractor shall not award Work valued at more than fifty percent (50%) of the Contract Price to Subcontractor(s) without prior written approval from the Owner.

#### **6.07 Patent Fees and Royalties**

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

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

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

#### **6.08 Permits**

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### **6.09 Laws and Regulations**

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be

responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### **6.10 Taxes**

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

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

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

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

A. Limitation on Use of Site and Other Areas:

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other

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

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

### 6.12 Record Documents

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

### 6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs. The Owner's safety procedures require that all employees of Contractor shall be provided, at the sole cost of the Contractor, with the proper training and personal protective equipment necessary to be in compliance with all local, state and federal regulations. Additionally, Contractor shall be required to comply with any safety procedures or policies in effect for any of the Owner's tenants or any railroad that operates upon the Owner's property. Contractor shall coordinate any Work activities prior to commencement with each respective tenant and railroad which may be affected by such activities. Owner will identify such tenants and/or railroads during the Pre-Construction Conference

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in

whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

### 6.14 Safety Representative

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

### 6.15 Hazard Communication Programs

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

### 6.16 Emergencies

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

### 6.17 Shop Drawings and Samples

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

#### 1. Shop Drawings:

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

#### 2. Samples:

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent

submittal will be at the sole expense and responsibility of Contractor.

**C. Submittal Procedures:**

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

**D. Engineer's Review:**

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

**E. Resubmittal Procedures:**

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to

revisions other than the corrections called for by Engineer on previous submittals.

**6.18 Continuing the Work**

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

**6.19 Contractor's General Warranty and Guarantee**

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

**6.20 Indemnification**

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

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor

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or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

### 6.21 Delegation of Professional Design Services

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

## ARTICLE 7 | OTHER WORK AT THE SITE

### 7.01 Related Work at Site

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and
2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the

introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

### 7.02 Coordination

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

### 7.03 Legal Relationships

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and

disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

**ARTICLE 8 | OWNER'S RESPONSIBILITIES****8.01 Communications to Contractor**

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

**8.02 Replacement of Engineer**

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer, whose status under the Contract Documents shall be that of the former Engineer.

**8.03 Furnish Data**

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

**8.04 Pay When Due**

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

**8.05 Lands and Easements; Reports and Tests**

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

**8.06 Insurance**

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

**8.07 Change Orders**

A. Owner may, but is not obligated to, execute Change Orders as indicated in Paragraph 10.03.

**8.08 Inspections, Tests, and Approvals**

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

**8.09 Limitations on Owner's Responsibilities**

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

**8.10 Undisclosed Hazardous Environmental Condition**

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

**8.11 Evidence of Financial Arrangements****8.12 Compliance with Safety Program**

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

**ARTICLE 9 | ENGINEER'S STATUS DURING CONSTRUCTION****9.01 Owner's Representative**

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of

authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

**9.02 Visits to Site**

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

**9.03 Project Representative**

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

**9.04 Authorized Variations in Work**

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

**9.05 Rejecting Defective Work**

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph

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13.04, whether or not the Work is fabricated, installed, or completed.

### 9.06 Shop Drawings, Change Orders and Payments

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

### 9.07 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

### 9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

### 9.09 Limitations on Engineer's Authority and Responsibilities

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for

Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will be to determine that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

### 9.10 Compliance with Safety Program

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

## ARTICLE 10 | CHANGES IN THE WORK; CLAIMS

### 10.01 Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

### 10.02 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

### 10.03 Execution of Change Orders

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and

adhere to the Progress Schedule as provided in Paragraph 6.18.A.

#### **10.04 Notification to Surety**

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

#### **10.05 Claims**

A. Engineer's Decision Required: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. Notice: Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. Engineer's Action: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;
2. approve the Claim; or
3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

### **ARTICLE 11 | COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

#### **11.01 Cost of the Work**

A. Costs Included: The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to

Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall credit the Owner on cash pay application for all amounts received through trade discounts, rebates, and refunds and returns.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or

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parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is

determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

### 11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances:

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance:

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the credit due to Owner for trade discounts, rebates, refunds, and returns, and the Contract Price shall be correspondingly adjusted.

### 11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by unit prices, and the credit due to Owner for trade discounts, rebates, refunds and returns and the Contract Price shall be correspondingly adjusted.

## ARTICLE 12 | CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

### 12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the

Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. Contractor's Fee: The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
  - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
  - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
  - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
  - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
  - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
  - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

#### **12.02 Change of Contract Times**

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

#### **12.03 Delays**

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of

Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

### **ARTICLE 13 | TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

#### **13.01 Notice of Defects**

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13. Contractor and its subcontractor(s) or supplier(s) shall give prompt written notice to Owner and Engineer of all defective Work.

#### **13.02 Access to Work**

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

#### **13.03 Tests and Inspections**

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall

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cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

### 13.04 Uncovering Work

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

### 13.05 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to

perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

### 13.06 Correction or Removal of Defective Work

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

### 13.07 Correction Period

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a

waiver of, the provisions of any applicable statute of limitation or repose.

### **13.08 Acceptance of Defective Work**

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

### **13.09 Owner May Correct Defective Work**

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work

attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## **ARTICLE 14 | PAYMENTS TO CONTRACTOR AND COMPLETION**

### **14.01 Schedule of Values**

A. A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

### **14.02 Progress Payments**

A. Applications for Payments:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner. The application for payment shall state all trade discounts, rebates, refunds or returns provided to Contractor.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement and summarized below.

#### **a. RETAINAGE**

1) From each monthly progress payment, Owner shall withhold ten percent (10%) of the amount approved for payment by the Engineer and Owner's Project Manager.

2) When Contractor's Work is fifty percent (50%) complete by measured dollar volume of labor and material, the Owner may cease making any further withholding **provided that**, in the Owner's sole discretion, Contractor has then made satisfactory progress toward completion and there is no other specific cause for additional withholding.

3) Owner may reinstate withholding (but not to exceed ten percent (10%) of Contractor's sum) if it, in its sole discretion, determines that Contractor is not making satisfactory progress towards completion or determines there is any other specific cause for additional withholding.

4) When Contractor has substantially completed its Work, as certified by Engineer and accepted by Owner, the Owner will thereafter continue to retain only so much of the withheld sums as it, in its sole discretion, deems necessary to assure completion of 100% of Contractor's Work.

B. Review of Applications:

1. Engineer will, within fifteen (15) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the

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latter case, Contractor may make the necessary corrections and resubmit the Application. Should the necessary correction on any resubmitted Application require additional time, such additional time will be added to the minimum time provided within Paragraph 14.02.A.1.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

- a. to supervise, direct, or control the Work, or
- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
- c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
- d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
- e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent

as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Forty-Five (45) days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

### 14.03 Contractor's Warranty of Title

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

### 14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the

certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

#### **14.05 Partial Utilization**

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### **14.06 Final Inspection**

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

such measures as are necessary to complete such Work or remedy such deficiencies to the satisfaction of the Owner and Engineer.

#### **14.07 Final Payment**

A. Application for Payment:

1. After Contractor has, in the opinion of Owner and Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

- a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
- b. consent of the surety, if any, to final payment;
- c. a list of all Claims against Owner that Contractor believes are unsettled; and
- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

#### **14.08 Final Completion Delayed**

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work

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fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

### 14.09 Waiver of Claims

- A. The making and acceptance of final payment will constitute:
1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
  2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

## ARTICLE 15 | SUSPENSION OF WORK AND TERMINATION

### 15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

### 15.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
  2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  3. Contractor's repeated disregard of the authority of Engineer; or
  4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the

full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

### 15.03 Owner May Terminate For Convenience

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

### 15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or

Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

## **ARTICLE 16 | DISPUTE RESOLUTION**

### **16.01 Methods and Procedures**

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
2. agrees with the other party to submit the Claim to another dispute resolution process; or
3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

## **ARTICLE 17 | MISCELLANEOUS**

### **17.01 Giving Notice**

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### **17.02 Computation of Times**

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

### **17.03 Cumulative Remedies**

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any

way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### **17.04 Survival of Obligations**

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

### **17.05 Controlling Law**

A. This Contract is to be governed by the law of the State of Illinois in the county of Madison.

### **17.06 Headings**

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

### **17.07 Liquidated Damages**

A. It is understood and agreed that time is of the essence on this Contract, and that a failure on the part of the Contractor to complete the Work under this contract within the time specified within the Agreement will result in loss and damage to the Owner; and that on account of the peculiar nature of such loss or damage, it is difficult, if not impossible, to accurately ascertain and definitely determine the amount thereof. Therefore, this Project will be subjected to Liquidated Damages for delay. All conditions regarding the conditions of Liquidated Damages will be contained within Paragraph 4.03 of the Agreement.

### **17.08 Prevailing Wage**

A. Any Contract including wage payments shall be a prevailing wage job and wages shall not be less than the current prevailing rate of wages for each craft used during the duration of the Project and any bond furnished by the Contractor must contain a provision guaranteeing the faithful performance of the prevailing wage clause as provided in the Prevailing Wage Act (820 ILCS 130/0.01 et. seq.).

1. Current wage rates for Madison County, Illinois can be found at: <http://www.state.il.us/agency/idol/rates/rates.htm> or by contacting the Owner.

B. If this Project is federally funded either in whole or in part, wage payments shall comply with those defined for each craft within the Davis Bacon Prevailing Wage Act (40 CFR 3141, et seq.). Such funding sources for projects will be made known during the Pre-Bid Conference.

### **17.09 Certified Payroll**

A. Any Contract which is subject to Paragraph 17.08 shall be required to submit a certified payroll to the Owner with each Application for Payment. Certified payroll records must include the following information for **each** worker employed on the Project: **Name; Address; Telephone Number, Last four (4) digits of their Social Security Number; Job Classification; Hourly Wages Paid in Each Pay Period; and the Number of Prevailing Wage Hours Worked Each Day.** It is highly recommended that the Contractor complete Certified Payroll using the State of Illinois Forms which can be obtained in electronic format from either the State of Illinois Department of Labor Website or by request to the Owner.

### **17.10 Project Labor Agreement**

A. In accordance with adopted policy of the Owner's Board of Commissioners, any new commercial construction project which exceeds \$70,000 shall comply with the "Project Labor Agreement

## SECTION 00700 | STANDARD GENERAL CONDITIONS

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(PLA)" as adopted by the Owner in agreement with the Southern Illinois Building and Construction Trades Council (AFL-CIO).

B. Contractor and each of its subcontractor(s) shall be required to sign a "*Contractor Letter of Assent*," on their respective company letterhead, in the form attached to the PLA as Exhibit A, prior to commencing Construction Work on the Project.

C. Contractor is strongly encouraged to use local labor, suppliers, materials and subcontractors, where feasible, in completion of this Contract.

### **17.11 Job Posting Advertisement**

A. Contractor is strongly encouraged to post all recruitments for jobs necessary for this Project with any of the following economic development partners of the Owner:

1. State of Illinois – Illinois WorkNET Center
  - a. <http://www.illinoisworknet.com>
2. Madison County Employment and Training
  - a. Dave Stoecklin (618-296-4445)

# 01000 - Summary of Specifications

## SECTION 02531

### REHABILITATION OF SANITARY SEWER PIPING

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Rehabilitation of pipelines and conduits by the installation of a resin-impregnated flexible tube which is formed to the original conduit by use of a hydrostatic head. The resin is cured using hot water or steam within the tube. When cured, the 'cured-in-place pipe' (CIPP) shall be continuous and tight fitting.
- B. Related Sections include the Drawings and general provisions of Contract, including General and Supplementary Conditions and Scope of Work.

##### 1.02 REFERENCES

- A. American Society for Testing and Material (ASTM):
  - 1. ASTM D790 - Test Methods for Flexural Properties of Unreinforced Plastics
  - 2. ASTM D2290 - Tensile, Compressive and Flexural Creep and Creep-Rupture of Plastics
  - 3. ASTM D5813 - Cured-In-Place, Thermosetting Resin Sewer Pipe
  - 4. ASTM F1216 - Rehabilitation of Pipelines by Inversion and Curing a Resin Impregnated Tube
  - 5. ASTM F1743 - Rehabilitation of Pipe Lines by Pulled-In-Place Installation of a Cured-In-Place Thermosetting Resin Pipe
  - 6. NASSCO - National Association of Sewer Service Companies, Pipeline Assessment Certification Program

##### 1.03 QUALITY ASSURANCE

- A. Manufacturer must have a minimum of five (5) successful completed wastewater collection system projects of a similar size and scope of work. All work shall have been performed in the United States of America (USA). The contractor shall submit a list of successful installations, along with contact information for the system owners.
- B. The installer must have a minimum of two (2) years active experience in the installation of CIPP. In addition, the installer must have successfully completed 25,000-feet of CIPP product installation in wastewater collection systems. The contractor shall submit documentation of installer experience, including a list successfully completed projects, complete with contact information.
- C. Sewer rehabilitation products submitted for approval must provide third party test results supporting the structural performance of the product. No product will be approved without independent third party testing verification.

## 01000 - Summary of Specifications

- D. GIPP Field Samples -The Contractor shall submit test results from previous field installations in the USA of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the GIPP physical properties specified in ASTM F1216, Section 5.3, have been achieved in previous field applications. Testing samples for this project shall be made and tested as described in Section 3.05.

### 1.04 SUBMITTALS

- A. Submit as specified.
- B. Manufacturer's information cut-sheets with material specifications and installation instructions.
- C. Certification of manufacturer's experience detailing five successful installations as required in Section 1.03.A.
- D. Manufacturer's certification of installation contractor.
- E. Installer certification detailing installation experience, as required in Section 1.03.B
- F. Product samples and "Third Party" test results supporting the long-term performance and structural strength of the product, as required in Section 1.03.C.
- G. Written report of field-installed test samples specified in Sections 1.03.D and 3.05.
- H. Sewage bypass plan with scheduling.
- I. Written report detailing necessary curing schedule for each pipe rehabilitation.

### 1.05 DESIGN REQUIREMENTS

- A. Chemical Resistance -The GIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. GIPP samples for testing shall be of tube and resin system similar to the proposed for actual construction. It is required that GIPP samples with and without plastic coating meet these chemical testing requirements.
- B. Hydraulic Capacity-Overall, the hydraulic profile shall be maintained as large as possible. The GIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition. The roughness coefficient of the GIPP shall be verified by third party test data.

### 1.06 STRUCTURAL REQUIREMENTS

- A. The CIPP shall be designed according to ASTM F1216, Appendix X.1. The CIPP design shall assume no bonding to the original pipe wall. The Long-Term Flexural Modulus to be used in design shall be verified by independent testing. Such long-term modulus shall not exceed 50%of the short-

## 01000 - Summary of Specifications

term values given in ASTM F1216, Section 5. GIPP thickness shall not be less than that which is computed from the DR's given in Table #1 for resin systems with the physical properties shown.

- 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 testing of field samples, new samples will be cut from the work. Any reoccurrence may cause rejection of the work.
- C. The cured pipe material (CIPP) shall conform to the structural standards as listed below:

	Test Method	Resin per ASTM F 1216	4,000,000 psi Properties
Modulus of Elasticity	ASTM D-790	250,000	400,000 psi
Flexural Stress	ASTM D-790	4,500	4,500 psi

### CIPP Thickness Design Based on ASTM F1216

Use a Partially Deteriorated condition and minimum 2.1% ovality for the 24 inch and 18 inch diameter pipe.

Pipe Size	Existing Pipe Condition	Ovality	Pipe Depth (Groundwater ½ Depth)	Dimension Ratio (DR) DR = Diameter/Thickness	
				Min. Flex. Modulus E=250,000 psi Per ASTM F1216	Resin with Flex Mod. E – 400,000 psi
6"-48"	PD*	0-2%	4'-8'	78.4	91.6
		2-5%		71.6	83.9
		5-10%		62.2	72.5
6"-48"	PD	0-2%	9'-16'	62.5	72.9
		2-5%		57.3	66.7
		5-10%		49.5	57.7
6"-48"	PD	0-2%	17'-24'	54.5	60
		2-5%		50	58.3
		5-10%		43.4	50
54"-96"	PD	0-2%	9'-16'	62.4	72.9
		2-5%		57.2	66.7
		5-10%		49.5	57.8
54"-96"	PD	0-2%	17'-24'	54.7	63.8
		2-5%		50.1	58.4
		5-10%		43.4	50
54"-96"	PD	0-2%	25'-32'	49.8	58
		2-5%		45.6	53.2
		5-10%		39.5	43.5

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Pipe Size	Existing Pipe Condition	Ovality	Pipe Depth (Groundwater ½ Depth)	Dimension Ratio (DR) DR = Diameter/Thickness	
				Min. Flex. Modulus E=250,000 psi Per ASTM F1216	Resin with Flex Mod. E – 400,000 psi
6"-48"	FD*	0-2%	4'-8'	58.8	68.6
		2-5%		49.3	57.6
		5-10%		36.7	42.9
6"-48"	FD	0-2%	9'-16'	42.7	49.9
		2-5%		35.7	41.8
		5-10%		26.6	31.1
6"-48"	FD	0-2%	17'-24'	33	38.5
		2-5%		27.6	32.3
		5-10%		20.5	24
54"-96"	FD	0-2%	9'-16'	48.9	57.2
		2-5%		40.9	47.9
		5-10%		30.5	35.7
54"-96"	FD	0-2%	17'-24'	38.1	44.5
		2-5%		31.8	37.2
		5-10%		23.7	27.7
54"-96"	FD	0-2%	25'-32'	32.6	38.1
		2-5%		27.3	31.9
		5-10%		20.3	23.8

\*-PD Partly Deteriorated, capable of sustaining load in future, however the GIPP must register groundwater (infiltration), provide corrosion protection, seal root intrusions and provide flow improvement, as examples.

\*\*-FD Fully Deteriorated, no strength to be assigned to the existing pipe; supply a fully structural pipe.

For FD condition, the following parameters were used: For CIPP wall thickness –divide diameter by DR

Soil Modulus -700 pal

Soil density -120 lb/cu. ft.

Live load -HWY H20, 16,000 lbs

EX: 12", FD Pipe, 2% ovality, 8' deep

E=400,000 psi, Read DR=68.8 from table

GIPP wall thickness  $t=12/68.8=0.174$

### 1.07 OWNER'S INSTRUCTIONS

- A. It shall be the responsibility of the Owner to locate and designate all manhole access points open and accessible for the work and provide rights of access to these points. The Owner shall also provide free access to water hydrants for cleaning, inversion and other work items requiring water.
- B. The Owner shall provide a dump site for debris removed from the sewers during the cleaning operation. Unless stated otherwise, this site will be at or near the water reclamation facility to which the debris would have arrived in absence of the cleaning operation. Any hazardous waste

## 01000 - Summary of Specifications

material encountered during this project shall be disposed of by the Contractor in an environmentally sensitive manner, in accordance with state and federal regulations at the Contractor's expense.

### **PART 2 PRODUCTS**

#### **2.01 MATERIALS**

- A. Tubes -The sewn tube shall meet the requirements of ASTM F1216, Section 5 and shall not contain fiberglass continuous strand matt. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, stretch to fit irregular pipe sections, and shall invert smoothly around bends.
  - 1. The wetout tubes shall have a uniform thickness that when compressed at installation pressures will meet or exceed the design thickness.
  - 2. The outside layer of the tube (before wetout) shall be polyethylene coated, a translucent flexible material that clearly allows inspection of the resin impregnation (wetout) procedure. The plastic coating shall hold the resin inside the tube without leakage, accommodate inversion, stretch to size, and shall not delaminate before, during or after curing of the CIPP.
  - 3. The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
  - 4. The wall color of the interior pipe surface of the CIPP after installation shall be a light reflective color so that a clear detail examination with closed circuit television inspection equipment may be used.
  - 5. Seams in the tube shall be stronger than the unseamed felt. Where the length requires joining, the sewn joint shall not be perpendicular to the long axis but spirally formed and sewn.
  - 6. The outside of the tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 feet. Such markings shall include the manufacturer's name or identifying symbol.
- B. Resin -The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that meets the requirements of ASTM F1216, ASTM F1743 and the physical properties herein.
- C. Pre-liner - A pre-liner shall be installed in asphalt lined host pipe to prevent the asphalt from mixing with the CIPP resin during curing. Line host pipe with geotextile laminate tubing, Reef Industries, Inc. Griffolyn TX-1200 or engineer approved equal.

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- D. End Seals -End seals shall be installed at the ends of all main line pipes where CIPP rehabilitation is installed. The end seal system shall be Insignia TM hydrophilic end seal sleeve by LMK Technologies or Hydrotite by Greenstreak.

### **PART 3 – EXECUTION**

#### **3.01 SAFETY**

- A. The Contractor shall carry out operations associated with this section in strict accordance with all applicable OSHA standards. Particular attention is drawn to those safety requirements involving work with entry into a confined space. It shall be the Contractor's responsibility to comply with OSHA standards and regulations pertaining to all aspects of the work.

#### **3.02 EXAMINATION**

- A. Pre-Installation Inspection of Pipelines - Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connection locations by closed circuit color television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of CIPP into the pipelines, and it shall be noted so that these conditions can be corrected. The contractor shall be responsible for confirming the locations of all branch service connections prior to the installation of CIPP. A video tape and detailed log shall be kept for later reference by the Owner.
- B. Post-Installation Inspection of Pipelines - The Contractor shall provide the Owner with a color video tape taken by a pan and tilt pipe inspections camera that pans 275 degrees and rotates 360 degrees for close-up view showing completed work, including the restored service connections.

After the work is completed, the Contractor shall provide the Engineer with a video showing the entire length of the liner for both the before and after condition, including the reinstated service connections. The finished liner shall be free from leakage and visual defects such as foreign inclusions, dry spots, boat hulls, fins, pinholes, significant wrinkles and other deformities.

#### **3.03 PREPARATION**

- A. Cleaning of Sewer Lines - The Contractor shall remove all internal debris from the sewer line that will interfere with the installation of CIPP.
- B. Bypassing Sewage - The Contractor shall provide for the flow of sewage around the section or sections of pipe designated for repair when necessary to provide continuous service to customers. See paragraph E following. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow.
- C. Line Obstructions - It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the inversion process and it cannot be removed by conventional sewer cleaning

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equipment, then the Contractor shall notify the Engineer and allow the Owner sufficient time to correct these defects or authorize the Contractor to correct these defects prior to installation of the CIPP.

- D. Sag In Line - If the Pre-Installation televised inspection reveals a sag in the existing sewer that is greater than one-half the diameter of the existing pipe, it shall be the Contractor's responsibility to notify the Engineer and allow the Owner sufficient time to correct these sags or authorize the Contractor to correct these sags prior to installation of the CIPP.
- E. Maintain Service to Users - The Contractor shall make every effort to maintain service usage throughout the duration of the project. In the event that a service will be temporarily out of service, the maximum amount of time of no service shall be 12 hours for any property served by the sewer. The Contractor shall be required to notify the Owner of all affected properties whose service laterals will be out of commission and to advise against water usage until the sewer main is back in service. Such notification shall be provided to Owner at least one week prior to service disconnecting.
- F. Public Notification -A public notification shall be implemented and shall, as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted and when the sewer will be off-line. The Contractor shall also provide the following:
  - 1. Written notice to be delivered to each home or business describing the work, schedule, how it affects them, and a local telephone number of the Contractor they can call to discuss the project or any problems which could arise.
  - 2. Personal contact and attempted written notice the day prior to the beginning of work being conducted on the section relative to the residents affected.
  - 3. Personal contact with any home or business which cannot be reconnected within the time stated in the written notice.
- G. Traffic Control Plan - The Contractor shall be responsible for the implementation of a traffic control plan in accordance with the project plans and specifications, or as directed by the Engineer. The Contractor shall coordinate the traffic control plans with the Owner, local property owners and necessary governmental authorities prior to the implementation of the plans.

### 3.04 INSTALLATION

- A. CIPP installation shall be in accordance with ASTM F1216, Section 7, and ASTM F1743, Section 6 with the following additional requirements:
  - 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 loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used. To insure a thorough wetout, the point of vacuum shall be no further than 25 feet from the point of initial resin introduction. After vacuum in the tube is established, the vacuum points shall be no further than 75 feet from the leading edge of the resin. The leading edge of the resin slug shall be as near to perpendicular as possible. A roller system shall be used to uniformly distribute the resin throughout the tube.

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2. Temperature gauges shall be placed to determine the temperature of the incoming and outgoing water from the heat source. Another such gauge shall be placed inside the tube at the remote end to determine the temperature at that location during the cure cycle.
  3. Curing shall be accomplished by utilizing water under hydrostatic pressure of a vertical standpipe.
- B. Where infiltration runners or gushers as defined by the National Association of Sewer Service Companies, Pipeline Assessment Certification Program are documented in the pre-project investigation or observed in the pre-CIPP inspection, Contractor shall submit a written mitigation plan describing materials and methods for mitigating adverse impacts from the infiltration. The mitigation plan shall be approved by Engineer prior to installation of CIPP.

### 3.05 REINSTATEMENT OF BRANCH CONNECTIONS

- A. Branch connections to buildings shall be reopened without excavation, utilizing a remotely controlled cutting device, monitored by a video TV camera. The Contractor shall certify he has a minimum of two (2) complete working cutter units plus spare key components on the site before each inversion. No additional payment will be made for excavations for the purpose of reopening connections, and the Contractor will be responsible for all costs and liability associated with such excavation and restoration work.
- B. Branch connections that are capped, otherwise sealed or designated in the Drawings or Specifications shall not be reinstated.

### 3.06 FIELD QUALITY CONTROL

- A. For every two thousand five hundred (2,500) lineal feet of GIPP installed samples shall be prepared and physical properties tested in accordance with ASTM F1216 or ASTM F1743 Section 8. The flexural modulus must meet or exceed the value used in GIPP Thickness Design, structural requirements for the DR furnished in Table No. 1. Written results will be provided to the Resident Project Representative prior to acceptance of the pipe.
- B. The wall thickness of samples shall be determined as described in ASTM F1743, Section 8.1.6. The minimum wall thickness at any point shall not be less than 87.5 percent of the submitted minimum design wall thickness.
- C. Leakage testing of the GIPP shall be accomplished during cure while under a positive head. GIPP products in which the pipe wall is cured while not in direct contact with the pressurizing fluid (e.g., a removable bladder) must be tested by an alternative method approved by the Owner.
- D. Visual inspection of the GIPP shall be in accordance with ASTM F1216, Section 8.6.
- E. Should leakage occur at manholes or service connections, Contractor shall seal these areas to stop leakage utilizing material compatible with the GIPP.

### 3.07 CLEANING

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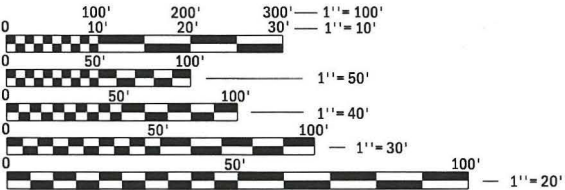
- A. Upon acceptance of the installation work and testing, the Contractor shall reinstate the project area affected by the operations.

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420101-07	606001-08	704001-08
420111-04	606006-04	720001-01
420701-03	606301-04	720006-04
424001-11	701006-05	720011-01
442201-03	701011-04	729001-01
483001-06	701101-05	780001-05
542301-03	701301-04	781001-04
602401-07	701311-03	782001-01



FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

HOLD IT! CALL BEFORE YOU DIG!  
PHONE J.U.L.I.E.  
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION  
1-800-892-0123 OR 811

DESIGN DESIGNATION FOR IL 3  
FUNCTIONAL CLASSIFICATION : PRINCIPAL ARTERIAL  
DESIGN SPEED = 60 MPH  
2020 ADT = 12,900 2040 ADT = 19,100  
2040 DHV = 1,910

DESIGN DESIGNATION FOR FIRST STREET  
FUNCTIONAL CLASSIFICATION : LOCAL  
DESIGN SPEED = 30 MPH  
2020 ADT = 600 2040 ADT = 1,200  
2040 DHV = 120

DESIGN DESIGNATION FOR E STREET  
FUNCTIONAL CLASSIFICATION : LOCAL  
DESIGN SPEED = 30 MPH  
2020 ADT = 980 2040 ADT = 1,960  
2040 DHV = 196

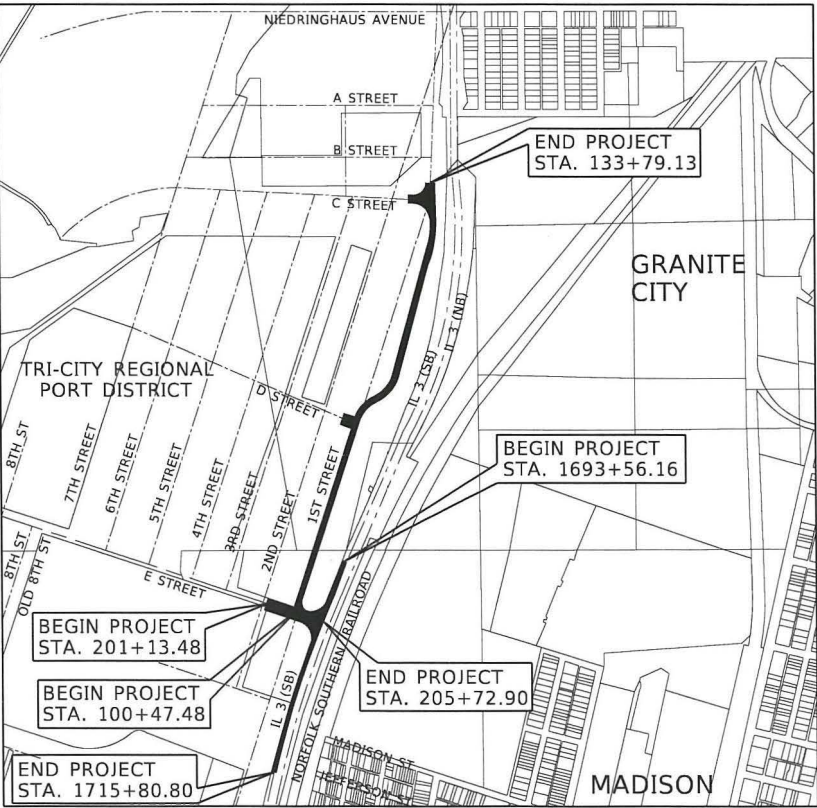
PRINTED BY THE AUTHORITY  
OF THE STATE OF ILLINOIS

HIGH PRIORITY FREIGHT FUNDING  
FIRST STREET IMPROVEMENTS  
AMERICA'S CENTRAL PORT DISTRICT  
CITY OF GRANITE CITY, ILLINOIS

SECTION NO.: 18-00003-00-PV  
MADISON COUNTY

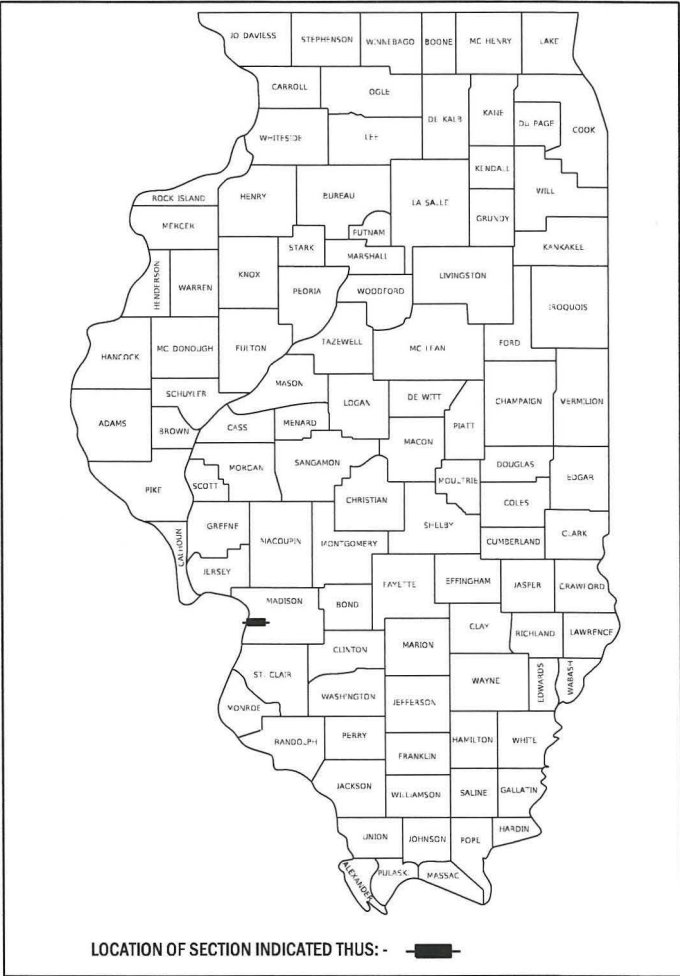
PROJECT NO.: XYRZ (960)  
C-98-012-20

PLAN 1" = 20'  
PROFILE HORIZ. 1" = 20'  
PROFILE VERT. 1" = 5'  
CROSS SECTIONS 1" = 10' HORIZ.  
1" = 5' VERT.

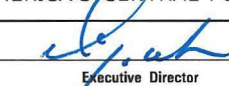



LOCATION MAP  
SCALE: 1" = 1000'  
IL 3 PROJECT : 2224.64 FEET - 0.421 MILES  
RIGHT-IN AND RIGHT-OUT LENGTH ON IL 3: 268.40 FEET - 0.051 MILES  
NET LENGTH OF IL 3 PROJECT : 1956.24 - 0.370 MILES  
FIRST STREET PROJECT : 3331.65 FEET - 0.631 MILES  
E STREET PROJECT : 459.42 FEET - 0.087 MILES  
GROSS LENGTH OF PROJECT: 6015.71 FEET - 1.139 MILES  
NET LENGTH OF PROJECT: 5747.31 FEET - 1.088 MILES  
SECTIONS 23 AND 26, T. 3 N., R. 10 W., 3RD P.M.  
MADISON COUNTY


F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
2	18-00003-00-PV	MADISON	116	1
		ILLINOIS		CONTRACT NO. 97763



AMERICA'S CENTRAL PORT DISTRICT


Approved  1/13/22  
Executive Director Date

Passed  3/31/22  
District 8 Engineer of Local Roads & Streets Date

Releasing for Bid Based on Limited Review  7/31/22  
Region 5 Engineer Date



Expires 11-30-23


































 11/13/22  
BRIAN F. KULICK, P.E. No. 49936  
(Printed by Authority of the State of Illinois)  
Job No. E091302 DATE

**JUNEAU**  
ASSOCIATES, INC., P.C.  
ENGINEERING & LAND SURVEYING

Professional Design Firm License No. 184.003389

2100 State Street, P.O. Box 1325  
Granite City, IL 62040-4725  
100 North Research Drive  
Edwardsville, IL 62025-3638  
330 N. Fourth Street, Suite 200  
St. Louis, MO 63102-2007  
1111 Burlington Avenue, Suite 100  
Lisle, IL 60532-4521

LEGEND

	EVERGREEN (5" DIA)		FOUND CONCRETE MONUMENT		WOOD POST
	DECIDUOUS (8" DIA)		WM WATER METER		W WATER LINE
	EVERGREEN SHRUB		GM GAS METER		G GAS LINE
	SHRUB		WV WATER VALVE		A OVERHEAD ELECTRIC LINE
	FIRE HYDRANT		GV GAS VALVE		T TELEPHONE LINE
	SIGN	(TBA)	TO BE ADJUSTED		CTV CABLE TV LINE
	BOLLARD	(TBR)	TO BE REMOVED		STORM SEWER
	POWER POLE	(TBR&R)	TO BE REMOVED & RELOCATED		SANITARY SEWER
	POWER POLE WITH DOWN GUY	(TBRBO)	TO BE REMOVED BY OTHERS		LIGHT POLE
	FENCE	(TBR&RBO)	TO BE REMOVED & RELOCATED BY OTHERS		STORM SEWER MANHOLE
	BENCH MARK	DND	DO NOT DISTURB		SANITARY SEWER MANHOLE
	DITCH/SWALE		P PROPERTY LINE		CATCH BASIN
	EXISTING MAILBOX		EXIST R.O.W. LINE		INLET

DITCH CHECK SPACING

RECOMMENDED SPACING OF DITCH CHECK MATERIALS BASED UPON THE PERCENT OF SLOPE ACCORDING TO THE FOLLOWING TABLE:

% SLOPE	(D) HT. AT CENTER/ OVERFLOW PT. OF DITCH CHECK	(X) SPACING OF DITCH CHECK IN FEET
8%	12"	13
	18"	20
	24"	26
7%	12"	14
	18"	21
	24"	28
6%	12"	17
	18"	26
	24"	34
5%	12"	20
	18"	30
	24"	40
4%	12"	25
	18"	38
	24"	50
3%	12"	33
	18"	50
	24"	66
2%	12"	50
	18"	75
	24"	100
1% & BELOW	12"	100
	18"	150
	24"	200

THE QUANTITIES AND SPACING SHOWN IN PLANS WERE BASED ON AN ASSUMED VALUE OF D=12". QUANTITIES AND SPACING MAY CHANGE DEPENDING ON ACTUAL D. USE FORMULA BELOW TO DETERMINE SPACING OF QUANTITIES:  
X=D/% SLOPE

FOR DITCH SLOPES >8% USE AGGREGATE DITCH CHECKS.

COMMITMENTS

NO COMMITMENTS

GENERAL NOTES

ILLINOIS STATE LAW REQUIRES A 48-HR NOTICE BE GIVEN TO ALL UTILITIES BEFORE DIGGING. FIELD MARKING OF FACILITIES MAY BE OBTAINED BY CONTACTING J.U.L.I.E. OR FOR NON-J.U.L.I.E. MEMBERS, THE UTILITY COMPANY DIRECTLY. AGENCIES KNOWN TO HAVE FACILITIES WITHIN THE PROJECT AREA ARE AS FOLLOWS:

* AMEREN IP 2600 NORTH CENTER STREET P.O. BOX 378, MC Q-10 MARYVILLE, IL 62062 GAS: (618) 346-1236 ELECTRIC: (618) 346-1215	GAS/ELECTRIC
* AT&T 203 GOETHE AVENUE COLLINSVILLE, IL 62234 (618) 346-7228	TELEPHONE/FIBER OPTIC
* CHARTER COMMUNICATIONS 941 CHARTER COMMONS DRIVE TOWN & COUNTRY, MO 63017 (636) 220-2165	CABLE TV/FIBER OPTIC
* ILLINOIS-AMERICAN WATER COMPANY 2000 WEST 24TH STREET GRANITE CITY, IL 62040 (618) 876-0011	WATER
* MEDIACOM 409 MASSEY LANE JACKSONVILLE, IL 62650 (217) 243-6920	FIBER OPTIC
* CITY OF GRANITE CITY 2000 EDISON AVENUE GRANITE CITY, IL 62040 (618) 452-6214	STORM/SANITARY
* CITY OF MADISON 615 MADISON AVENUE MADISON, IL 62060 (618) 876-6268	STORM/SANITARY

(MEMBERS OF J.U.L.I.E. (800) 892-0123 ARE INDICATED BY\*. NON-J.U.L.I.E. MEMBERS MUST BE NOTIFIED INDIVIDUALLY)

FOR UTILITY LOCATION PURPOSES, THIS PROJECT IS LOCATED IN SECTIONS 23 AND 26 OF TOWNSHIP 3 NORTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN.

EXISTING UTILITIES SHOWN ON THE PLANS ARE PLOTTED FROM AVAILABLE INFORMATION. THEIR LOCATION SHOULD BE CONSIDERED APPROXIMATE ONLY AND THERE MAY BE OTHERS NOT SHOWN. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND PROTECT ALL UTILITIES. ANY DAMAGE TO UTILITIES SHALL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR IS ADVISED THAT LIMITED UNDERGROUND INVESTIGATION OF UTILITIES HAS BEEN PERFORMED IN CONNECTION WITH THIS PROJECT. SOME PLAN INFORMATION HAS BEEN OBTAINED FROM VISUAL SURFACE INSPECTION OR AVAILABLE DOCUMENTATION. THE OWNER AND ENGINEER ASSUME NO RESPONSIBILITY FOR THE PRESENCE, SPECIFIC SIZE, LOCATION OR CONDITION OF UNDERGROUND UTILITY AND DISTRIBUTION SYSTEMS. UTILITY LINE LOCATIONS SHOWN ARE APPROXIMATE AND MAY VARY FROM WHERE SHOWN ON THE PLANS.

ALL AREAS DISTURBED WITHIN CONSTRUCTION LIMITS FOR ANY REASON SHALL BE SEEDED WITH CLASS 2 SEEDING AND MULCH METHOD 2, AS DIRECTED BY THE ENGINEER. NUTRIENTS SHALL CONFORM TO ARTICLE 250.04 AND WILL BE PAID FOR SEPARATELY. ALL AREAS THAT ARE DISTURBED OUTSIDE THE CONSTRUCTION LIMITS SHALL BE SEEDED AT THE CONTRACTORS EXPENSE.

THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION AND ORDERING OF MATERIALS.

ALL MANHOLE AND INLET LOCATIONS NOTED IN THE PLANS REFER TO THE CENTER OF THE BARREL SECTION OF THE STRUCTURES.

THE FOLLOWING CONSTANTS WERE USED IN THE CALCULATION OF QUANTITIES FOR THIS PROJECT:

NITROGEN FERTILIZER NUTRIENTS	90 LBS/ACRE
PHOSPHORUS FERTILIZER NUTRIENTS	90 LBS/ACRE
POTASSIUM FERTILIZER NUTRIENTS	90 LBS/ACRE
HOT-MIX ASPHALT	112 LBS/S.Y./INCH
BITUMINOUS MATERIALS (TACK COAT)	0.05 LB/S.F. (PAVED SURFACE)
GRANULAR MATERIALS	2.05 TONS/C.Y.
PORTLAND CEMENT	13.2 LB/C.F. (12%)

THE CONTRACTOR SHALL BE RESPONSIBLE FOR AN ON-SITE INSPECTION PRIOR TO SUBMITTING A BID ON THIS PROJECT. UPON RECEIPT OF A BID, IT SHALL BE ASSUMED THAT THE CONTRACTOR IS FULLY FAMILIAR WITH THE CONSTRUCTION SITE.

NO LANE CLOSURES SHALL BE PERMITTED ON IL 3 DURING PEAK HOURS. PEAK HOUR WINDOWS ARE AS FOLLOWS:  
SOUTHBOUND: 6 A.M. - 9 A.M.  
NORTHBOUND: 3 P.M. - 6 P.M.

OPEN STOCKPILING OF BITUMINOUS MIXTURES AT TRANSFER POINTS, WHETHER JOB SITE OR PLANT SITE, WILL NOT BE PERMITTED.

"ROAD CONSTRUCTION AHEAD" SIGNS (48"x48") SHALL BE PLACED AT THE BEGINNING AND END OF THE PROJECT PLUS THE INTERSECTING SIDE ROADS, AND WILL BE CONSIDERED INCLUDED IN THE TRAFFIC CONTROL PAY ITEMS. ALL CONSTRUCTION SIGNS SHALL BE FLUORESCENT ORANGE.

THE CONTRACTOR SHALL CONSTRUCT PAVEMENT SO THAT FLOW ALONG CURBS AND/OR GUTTERS IS MAINTAINED, INCLUDING FLOW THROUGH INTERSECTIONS, AROUND CURB RETURNS AND TO EXISTING INLETS.

THE TOP OF PROPOSED P.C.C. CURB/CURB AND GUTTER SHALL BE CONSTRUCTED AT THE SAME ELEVATION AS THE TOP OF THE EXISTING CURB/CURB AND GUTTER. THIS SHALL BE DONE IN ORDER TO MAINTAIN THE EXISTING DRAINAGE PATTERN TO THE EXISTING INLETS AND TO MAINTAIN THE EXISTING PROFILE.

ALL EXCAVATED AREAS DUE TO WIDENING AND CULVERTS CONSTRUCTION OPERATIONS SHALL BE PROTECTED WITH EXTENDED LEG BARRICADES WITH APPROPRIATE LIGHTS. THIS WILL NOT BE PAID FOR SEPARATELY BUT WILL BE INCLUDED IN THE CONTRACT.

AN ESTIMATED QUANTITY OF 200 TONS OF "AGGREGATE FOR TEMPORARY ACCESS" HAS BEEN INCLUDED IN THIS CONTRACT FOR THE PURPOSE OF MAINTAINING ACCESS TO PRIVATE AND COMMERCIAL PROPERTIES. SIDE ROADS AND SIDEWALK THROUGH CONSTRUCTION OPERATIONS DURING THIS CONTRACT.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE FIRE DEPARTMENT AND POLICE DEPARTMENT OF THE RESPECTIVE MUNICIPALITY ANY TIME NORMAL TRAFFIC FLOW ON ANY STREET OR ROAD IS TO BE INTERRUPTED, HOWEVER BRIEFLY.

CITY OF MADISON POLICE DEPARTMENT	618-876-4300 (NON-EMERGENCY)
CITY OF MADISON FIRE DEPARTMENT	618-876-7296 (NON-EMERGENCY)
CITY OF GRANITE CITY POLICE DEPARTMENT	618-877-6111 (NON-EMERGENCY)
CITY OF GRANITE CITY FIRE DEPARTMENT	618-876-4545 (NON-EMERGENCY)
MADISON COUNTY POLICE DEPARTMENT	618-692-4433 (NON-EMERGENCY)

THE FOLLOWING MIXTURE REQUIREMENTS ARE APPLICABLE FOR THIS PROJECT:

E STREET (WEST OF FIRST STREET)		
MIXTURE USE	SURFACE	BINDER
AC/PG	PG 64-22	PG 64-22
RAP % (MAX)	10	10
DESIGN AIR VOIDS	4.0% @ Ndes=70	4.0% @ Ndes=70
MIX COMPOSITION		
(GRADATION MIXTURE)	IL 9.5	IL 19.0
FRICTION AGG	MIXTURE C	MIXTURE C

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JUNEAU Job No. E091302

USER NAME = jeremy	DESIGNED - BFK	REVISED -
	DRAWN - JJB	REVISED -
PLOT SCALE = 40.0000 ' / in.	CHECKED - BFK	REVISED -
PLOT DATE = 1/11/2022	DATE - 1/6/22	REVISED -

FIRST STREET IMPROVEMENTS  
AMERICA'S CENTRAL PORT

GENERAL NOTES, LEGEND AND COMMITMENTS

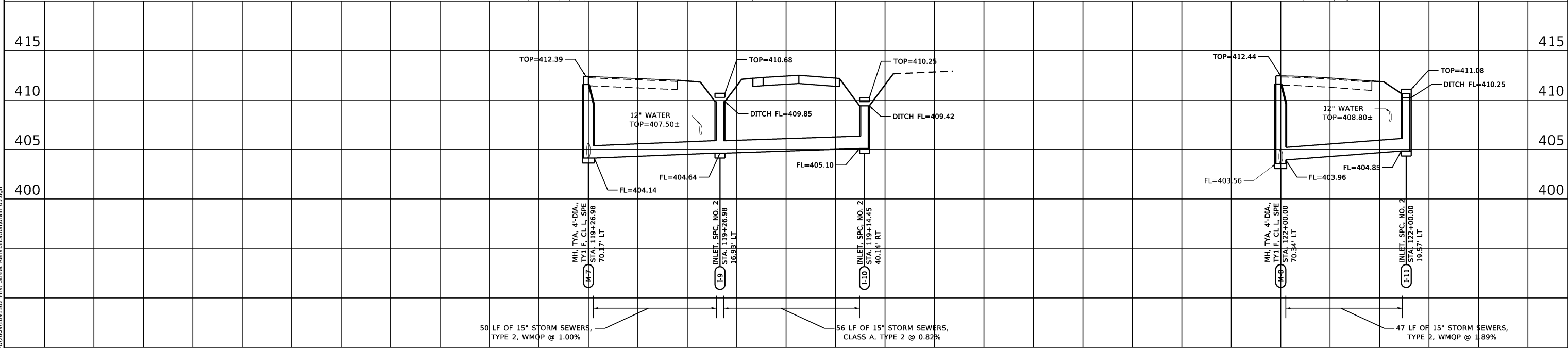
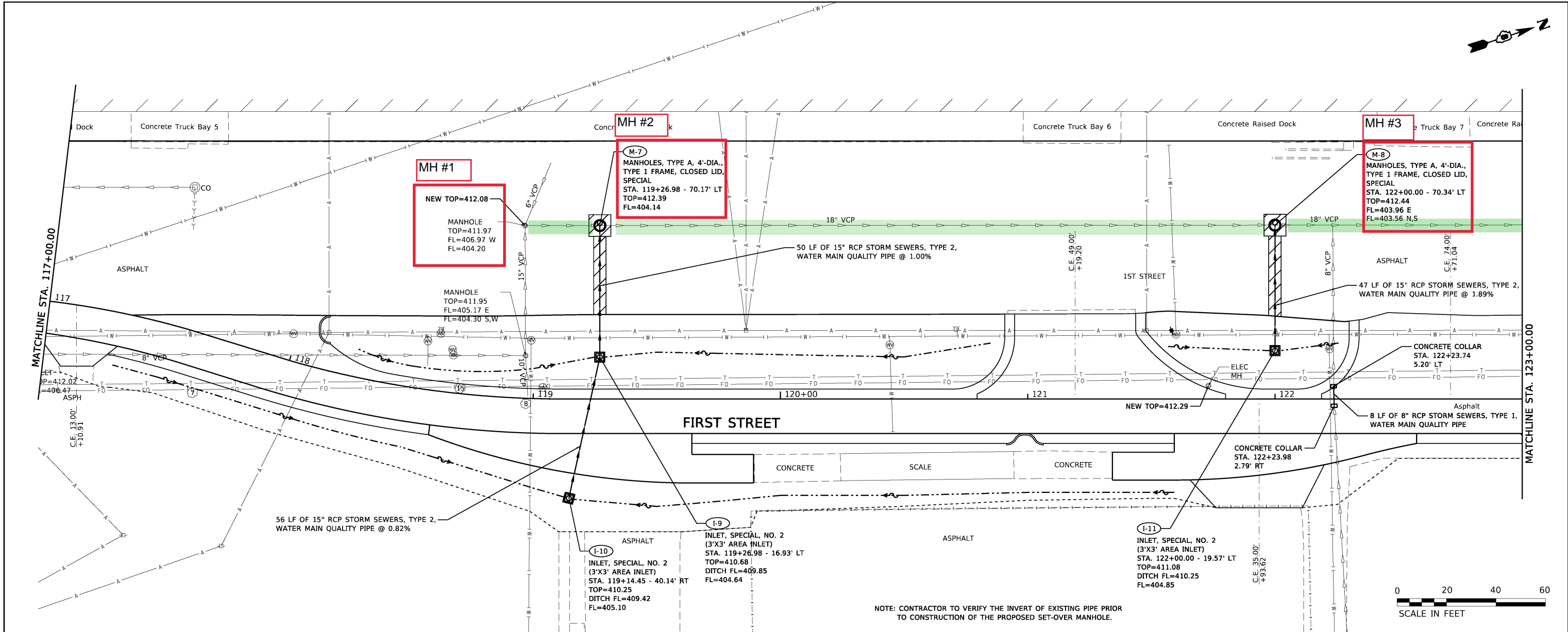
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F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
2	18-00003-00-PV	MADISON	116	2
CONTRACT NO. 97763				
ILLINOIS FED. AID PROJECT				

PLAN	SURVEYED	DATE
NO.	BY	
NOTE BOOK	PLOTTED	
	ALIGNMENT CHECKED	
	STRUCTURE NOTATION CHKD	

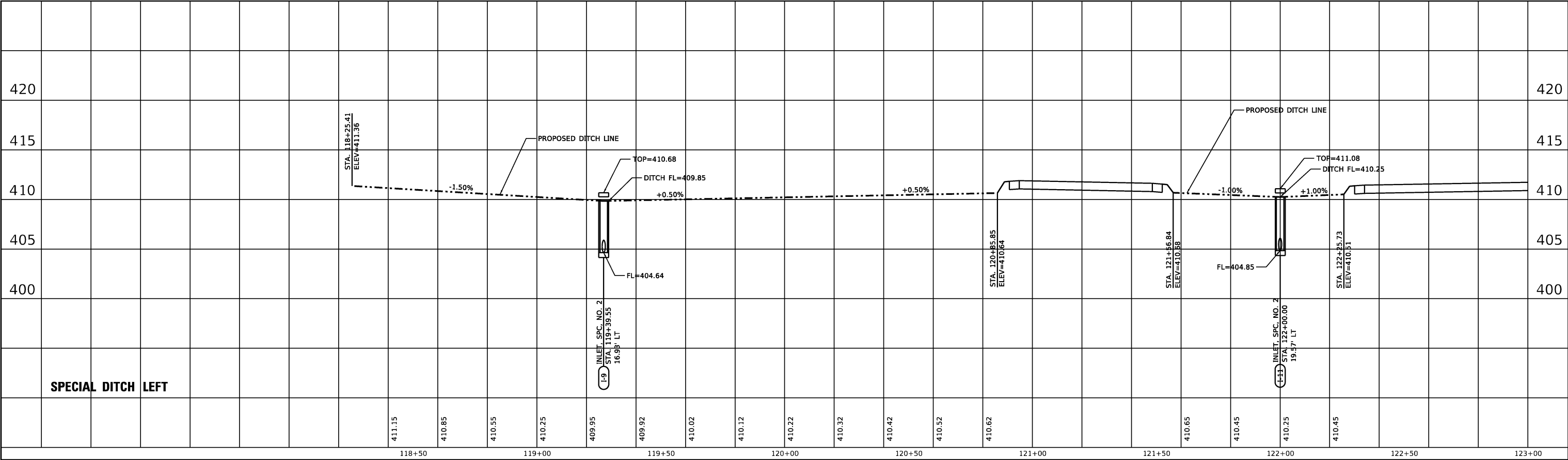
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NOTE BOOK NO. _____	SURVEYED _____		
	PLOTTED _____		
	GRADES CHECKED _____		
	STRUCTURE NOTATION CHKD _____		

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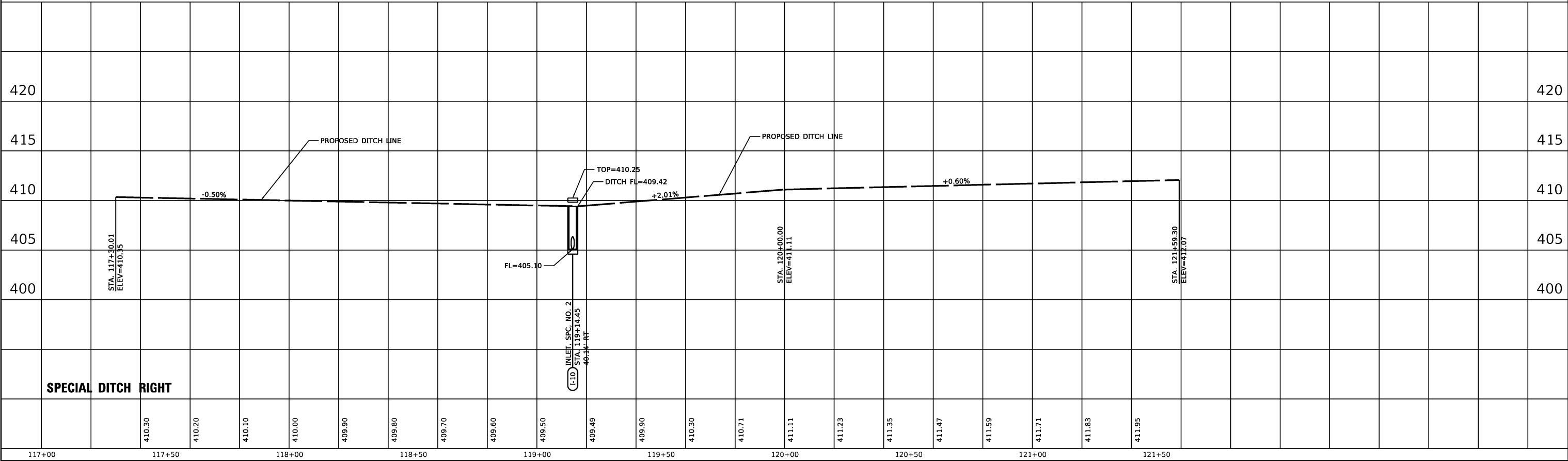


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USER NAME = jeremy				DESIGNED - BFK				SCALE: 1"=20'				SHEET 8 OF 13 SHEETS			
PLOT SCALE = 40.0000' / in.				DRAWN - RKR				STA. 117+00.00 TO STA. 123+00.00							
PLOT DATE = 1/11/2022				CHECKED - BFK											
				DATE - 1/6/22											

PLAN	SURVEYED	DATE
	BY	
NOTE BOOK NO.	PLOTTED	
	ALIGNMENT CHECKED	
	GRADE CHECKED	
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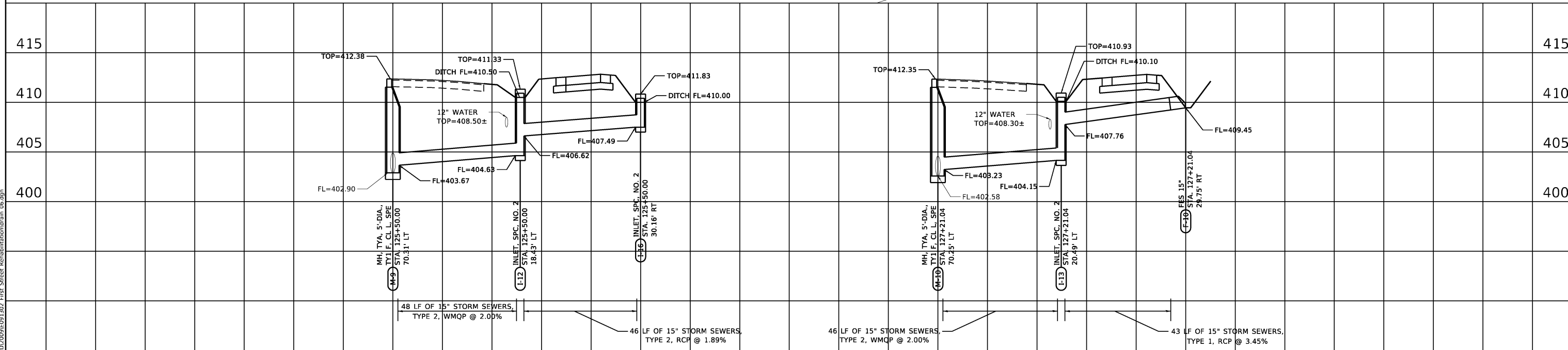


PROFILE	SURVEYED	DATE
	BY	
NOTE BOOK NO.	PLOTTED	
	GRADES CHECKED	
	STRUCTURE NOTATION CHKD	



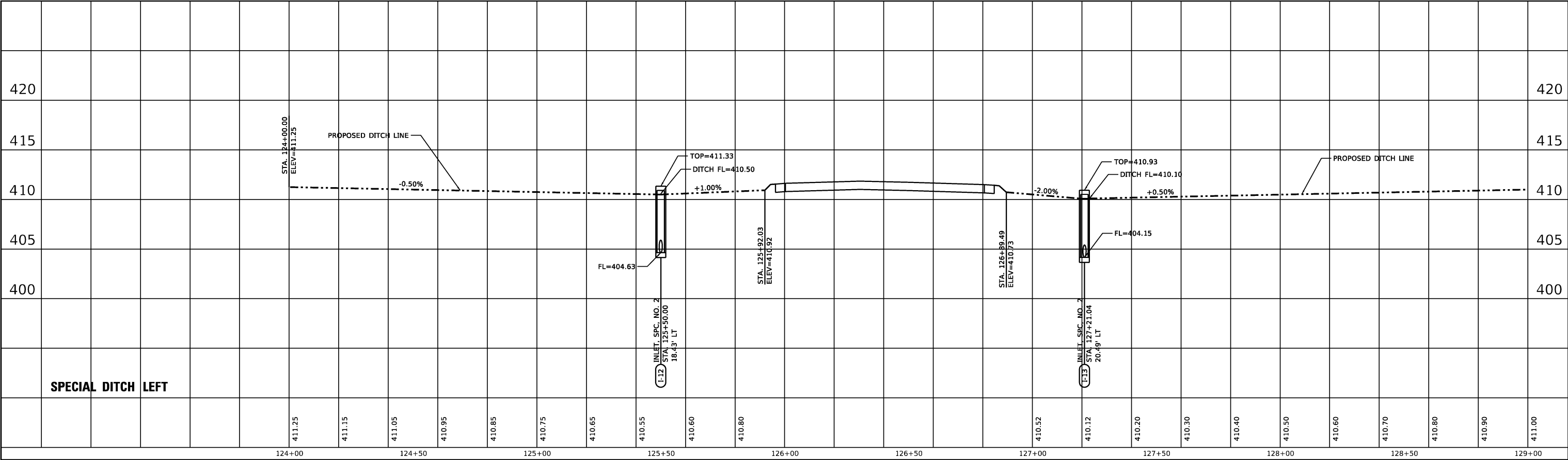
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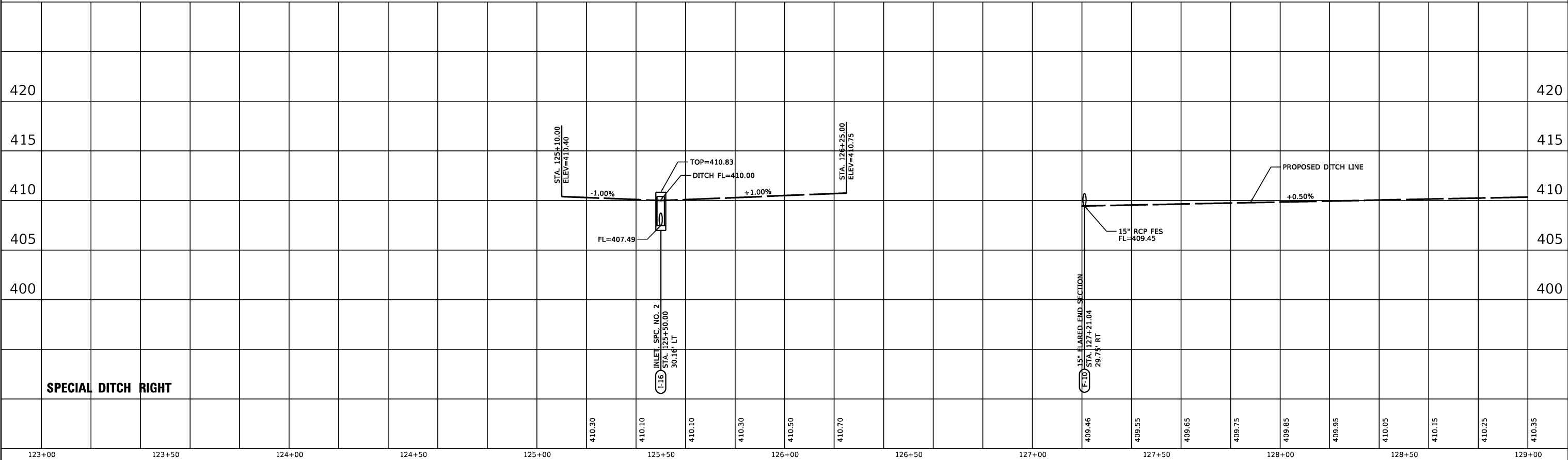


JUNEAU Job No. E091302	USER NAME   = jeremy	DESIGNED   -   BKF	REVISED    -	FIRST STREET IMPROVEMENTS AMERICA'S CENTRAL PORT	FIRST STREET DRAINAGE PLAN AND PROFILE					F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		DRAWN       -   RKR	REVISED    -							2	18-00003-00-PV	MADISON	116	40
	PLOT SCALE   = 40.0000 ' / in.	CHECKED    -   BKF	REVISED    -		CONTRACT NO. 97763									
	PLOT DATE    = 1/11/2022	DATE        -   1/6/22	REVISED    -		SCALE: 1"=20'	SHEET   10	OF    13	SHEETS	STA.   123+00.00	TO STA.   129+00.00	ILLINOIS	FED. AID PROJECT		

PLAN	SURVEYED	BY	DATE
	PLOTTED		
	ALIGNMENT CHECKED		
	CADD FILE NAME		
NOTE BOOK NO.			



PROFILE	SURVEYED	BY	DATE
	PLOTTED		
	GRADES CHECKED		
	STRUCTURE NOTATIONS CHKD		
NOTE BOOK NO.			



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PROFILE	SURVEYED	BY	DATE
	PLOTTED		
NOTE BOOK	GRADES CHECKED		
NO. _____	B.M. NOTED		
	STRUCTURE NOTATIONS CHKD		

**MH #7**

**(M-11)**  
MANHOLE, SPECIAL  
(TYPE A, 7'-DIA., TY 1 FR, CL LID)  
STA. 131+44.95 - 63.44' LT  
TOP=412.11  
FL=402.28

**I-14**  
INLET, SPECIAL, NO. 2  
(3'X3' AREA INLET)  
STA. 132+66.21 - 85.81' LT  
TOP=410.41  
DITCH FL=409.58  
FL=403.77

**I-15**  
INLET, SPECIAL, NO. 2  
(3'X3' AREA INLET)  
STA. 133+27.41 - 86.08' LT  
TOP=410.53  
DITCH FL=409.70  
FL=404.27

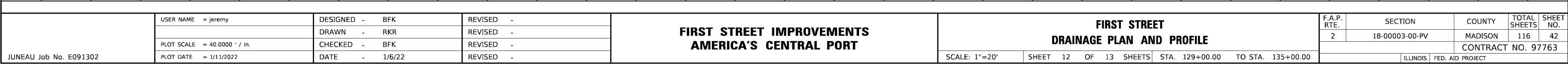
**EX-3**  
INLET (AI)  
TOP=411.09  
10" VCP FL=407.43  
6" CMP FL=408.28  
6" CMP FL=408.14

**CLEANING EXISTING INLETS**

**NOTE:** CONTRACTOR TO VERIFY THE INVERT OF EXISTING PIPE PRIOR TO CONSTRUCTION OF THE PROPOSED SET-OVER MANHOLE.

**SCALE IN FEET**

0 20 40 60

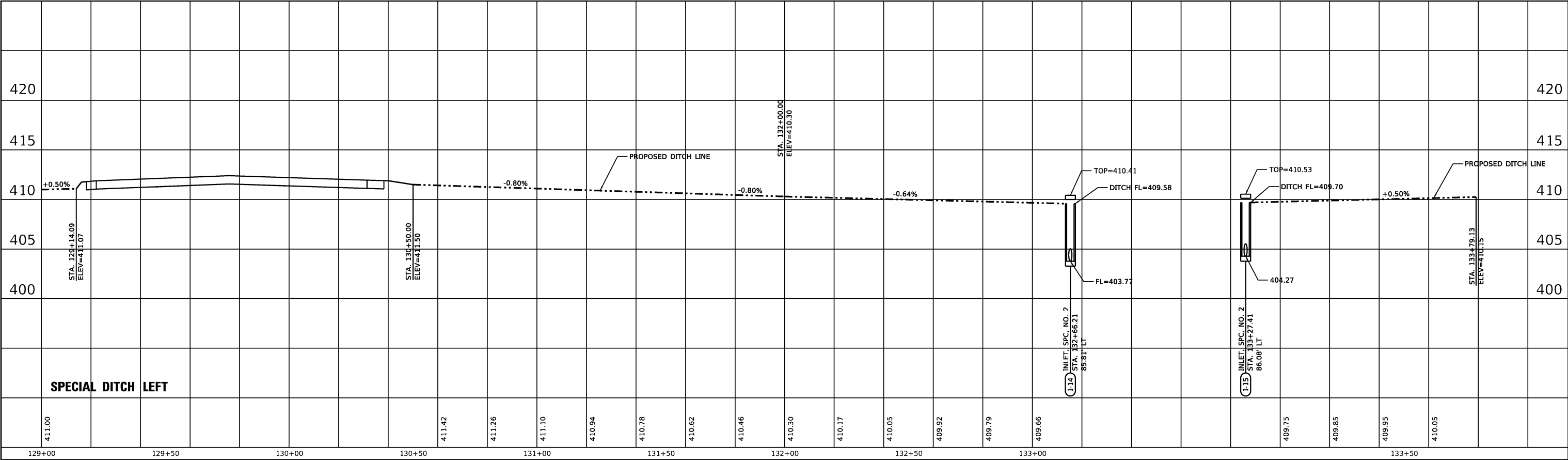


PLAN

SURVEYED  
PLOTTED  
ALIGNMENT CHECKED  
GRADE CHECKED  
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NOTE BOOK  
NO.

BY  
DATE

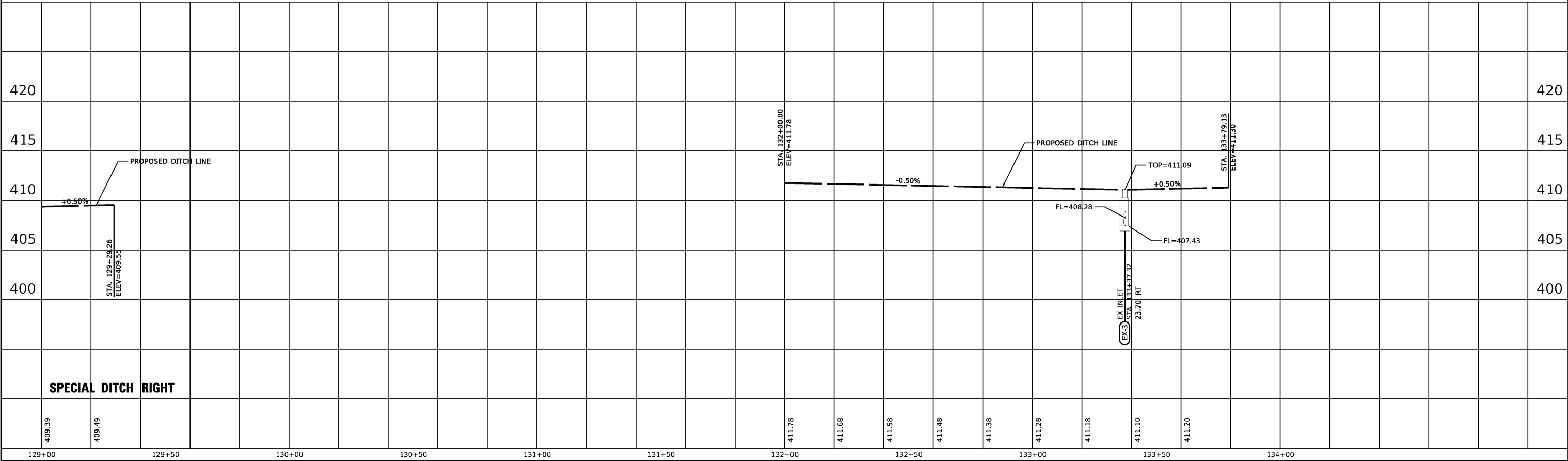


PROFILE

SURVEYED  
PLOTTED  
GRADES CHECKED  
STRUCTURE NOTATIONS CHKD

NOTE BOOK  
NO.

BY  
DATE



MODEL: Default  
FILE NAME: P:\TCR\DWG\09\091302 First Street Rehabilitation\drain\_07a.dgn

JUNEAU Job No. E091302	USER NAME = jeremy		DESIGNED - SAS	REVISED -	FIRST STREET IMPROVEMENTS AMERICA'S CENTRAL PORT	DRAINAGE PROFILE			F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
	PLOT SCALE = 40.0000 ' / in.		DRAWN - RKR	REVISED -					2	18-00003-00-PV	MADISON	116	43
	PLOT DATE = 1/11/2022		CHECKED - BFK	REVISED -		SCALE: 1"=20'			CONTRACT NO. 97763				
			DATE - 1/6/22	REVISED -		SHEET 13 OF 13 SHEETS			TO STA.			ILLINOIS FED. AID PROJECT	