



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

MAY 14, 2020
7:30 P.M.
REVISED AGENDA

Due to the Governor's order restricting gatherings of people, and in an effort to minimize the potential spread of COVID-19, the Village reserves the right to restrict attendance to the meetings. The Village encourages anyone who wishes to address the Village Board to submit a written statement to be read aloud at the meeting. Please submit such a written statement to Village Administrator Jennifer Clough **by 4pm on May 14, 2020**. You may also join the meeting remotely by using your phone and dialing 1-224-501-3412, access code 978-382-477 or join via computer, tablet or smartphone at <https://global.gotomeeting.com/join/978382477>. When you join the meeting, please announce yourself as a member of the public. If you wish to comment, you will be allowed to do so during the Audience Participation portion of the meeting. Please be aware that the meeting will be recorded.

1. Call to Order
2. Pledge of Allegiance
3. Audience Participation
The public is invited to make an issue-oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 3 minutes in duration.
4. Staff Presentations
 - A. Administration
 1. Planning & Zoning Commission Terms
 - B. Public Works
 1. Award a Contract for the Water Tower 3 Spot Repair and Overcoat Project
 2. Award a Contract for the Turtle Island Park Improvements Project
 3. Waive the competitive bidding requirements and award a contract for the Well 11 Design/Build Project
 4. Resolution for Special Service Area 51 Water Main Change Order
5. Board of Trustees
 - A. Trustee Harlfinger
 - B. Trustee Huckins
 - C. Trustee Bogdanowski
 - D. Trustee Dustin
 1. Planning and Zoning Commission Liaison Report
 - E. Trustee Bojarski
 - F. Trustee Murphy
 1. Parks and Recreation Board Liaison Report

6. Village President
 - A. Proclamation – Building Safety Month – May 2020 (Village Board Meeting)
7. Audience Participation
8. Adjournment

MEETING LOCATION
Lake in the Hills Village Hall
600 Harvest Gate
Lake in the Hills, IL 60156

The Village of Lake in the Hills is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village’s facilities, should contact the Village’s ADA Coordinator at (847) 960-7410 [TDD (847) 658-4511] promptly to allow the Village to make reasonable accommodations for those persons.

Posted by: _____ Date: _____ Time: _____



REQUEST FOR BOARD ACTION

MEETING DATE: May 14, 2020
DEPARTMENT: Administration
SUBJECT: Planning & Zoning Commission Terms

EXECUTIVE SUMMARY

At the April 23, 2020 Village Board meeting, Commissioner John Murphy was re-appointed to the Planning & Zoning Commission for a term of 4-23-20 to 4-30-25. It was noticed that there were three re-appointments with terms expiring at the same time, ending 4-30-25. The Village's code states that in no circumstance should three commissioners have the same term of appointment. Upon further staff review, it was determined that Commissioner John Murphy's initial appointment in June of 2019 when he took over for Commissioner Serritella should have been through 2024 as a full-term appointment. Instead his appointment was only through 4-30-20. As such, in order to correct this, Commissioner John Murphy's appointment should be through 4-30-24.

Following are the correct terms:

- 1 term expiring in 2021 - Anna Siakel
- 1 term expiring in 2022 - Joe DeMay
- 2 terms expiring in 2023 - Mike Esposito & Vacant (Suzanne Artinghelli)
- 1 term expiring in 2024 - John Murphy
- 2 terms expiring in 2025 - Brent Borkgren & Greg Walker

FINANCIAL IMPACT

None

ATTACHMENTS

None

RECOMMENDED MOTION

Motion to adjust the term of Planning & Zoning Commissioner John Murphy, *nunc pro tunc*, to expire April 30, 2024.



REQUEST FOR BOARD ACTION

MEETING DATE: May 14, 2020

DEPARTMENT: Public Works

SUBJECT: Award a Contract for the Water Tower 3 Spot Repair and Overcoat Project

EXECUTIVE SUMMARY

Water tower 3, located at 9010 Haligus Road, has begun to show several small areas of exterior rust fatigue. In an effort to extend the current life of the asset, an exterior spot repair, cleaning and paint overcoat has been determined to be the most cost effective course of action at this time. A spot repair and overcoat as opposed to a complete abrasive blast and repainting, will extend the life of the current paint coating by ten years.

Village staff authored a Request For Proposal (RFP) and on March 17, qualified vendors were notified of the RFP opportunity, the RFP was posted on the Village website and the RFP opportunity was published in the Northwest Herald. On April 24, staff opened four sealed bids and the low bid of \$124,548.00 was submitted by The Leary Construction Company ("Leary Construction") of Greenfield Indiana. Although the Village has not worked with Leary Construction before, staff received positive reviews from municipalities in Illinois and Indiana that hired Leary Construction for water tower painting projects.

The Village's water tower engineering consultant, Dixon Engineering, was consulted and contracted by Village staff to perform adhesion testing to determine if a spot repair and overcoating of the existing paint was feasible. This test was conducted and the current adhesion is satisfactory.

FINANCIAL IMPACT

The Village's 2020 Budget includes \$105,000.00 in the Water Fund for this project. The budget number is based on a quote solicited last year from a local contractor that decided not to bid on this project. The low bid of \$124,548.00 is \$19,548.00 over the current budgeted amount; however, the Water Fund has sufficient reserves to cover this difference.

ATTACHMENTS

1. Recommendation Memo
2. Bid Results
3. Bid Certification Form
4. Capital Asset Request Form

RECOMMENDED MOTION

Motion to award a contract to The Leary Construction Company of Greenfield, Indiana for the Water Tower 3 Spot Repair and Overcoat Project in the amount of \$124,548.00.

Lake in the Hills Public Works Department

MEMORANDUM

To: Dan Kaup; Public Works Director
From: Ryan McDillon, Water Superintendent
Date: May 4, 2020
Subject: Water Tower 3 Repair and Overcoat.

It is my recommendation to award a contract to The Leary Construction Co. for the Water Tower 3 spot repair and overcoat project. The project came in higher than the estimate. Leary Construction's price of \$124,548.00 is \$19,548.00 above budget but the Water Fund has sufficient reserves to cover the difference.

Although the Village has not worked with Leary Construction before, staff received positive reviews from municipalities in Illinois and Indiana that hired Leary Construction for water tower painting projects.

Looking at the project in the overall picture, Tower three has multiple areas of rust and metal fatigue that need to be addressed at this time. Fixing these issues now instead of waiting for the next scheduled repaint is imperative to the life of the asset. Metal fatigue on a Water Tank of this size could lead to failure requiring the tank to be removed from service and much more costly repairs.

Lake in the Hills Public Works Department

MEMORANDUM

To: Dan Kaup, Public Works Director
From: Ryan McDillon, Water Superintendent
Date: April 24, 2020
Subject: RFP Results – Water Tower 3 Spot Repair and Overcoat

The RFP opening for the Water Tower 3 Spot Repair and Overcoat project was held at the Public Works Facility today at 10:00 a.m. Due to the Stay at Home Order enacted by Illinois Governor Pritzker, the RFP opening was conducted via GoToMeeting.com and all interested parties were invited to view and participate in the GoToMeeting.com RFP opening. Peter D’Agostino from the Village of Lake in the Hills Public Works Department opened and read aloud the following sealed RFP submittals:

Company	RFP Amount	Bidder Acknowledges Addendum #1	Bidder Acknowledges Addendum #2
G&L Tank Sandblasting & Coatings (Shelbyville, TN)	\$210,000.00	Yes	Yes
The Leary Construction Company (Greenfield, Indiana)	\$124,548.00	Yes	Yes
Era Valdivia Contractors, Inc. (Chicago, IL)	\$137,240.00	No	No
TMI Coatings (Saint Paul, MN)	\$275,800.00	Yes	Yes

The RFP opening concluded at 10:16 a.m. Village staff will review the RFP submittals and plan to make a recommendation to the Village Board of Trustees at an upcoming Village Board meeting in May.

APPENDIX 4
VILLAGE OF LAKE IN THE HILLS
BID CERTIFICATION FORM
Water Tower 3 Spot Repair and Overcoat

CONTRACTOR'S NAME: The Leary Construction Company, Inc.

ADDRESS: 32 E. Pierson Street, Greenfield IN 46140

1. COST OF WORK:

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO BIDDERS, hereby affirms and agrees to enter into a contract with the Village of Lake In The Hills, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

FOR THE LUMP SUM OF One Hundred Twenty-Four Thousand Five Hundred Forty-Eight **Dollars (\$** 124,548.00 **)**

MATERIALS SCHEDULE INSTRUCTIONS

- A. Items in the following schedule have been designated as the major material items to be furnished. For each item, the undersigned must indicate which of the named manufacturer's material he intends to supply and upon which he developed his Total Unit Price Bid. Such indication should be shown by circling the manufacturer's name.
- B. The undersigned shall encircle one, and only one, manufacturer's name for each item in the schedule. Should undersigned fail to indicate which named manufacturer his Total Unit Price Bid is based upon, the undersigned will supply the first-named manufacturer's material. The prices for the circled materials schedule do not have to be furnished with the Bid. The lowest three bidders shall supply the equipment/material prices as requested by the VILLAGE.
- C. If the undersigned wishes to supply items by an un-named alternate manufacturer, he may propose a substitute manufacturer and indicate the amount by which his Total Unit Price Bid may be reduced, if the substitution is acceptable to the Village. Substitute materials manufacturers will generally be considered provided that:
 1. The substitute material is of equal quality, function and performance to the listed material item, and it will perform satisfactorily and continuously. In this case, it will be assumed that the cost to the Contractor, if the material proposed to be substituted is accepted, is less than the material named in the schedule, and, if the substitution is approved, the contract price shall be reduced a corresponding amount by a Change Order which will be executed simultaneously with the signing of the Agreement. The cost to be deducted from the Total Unit Price Bid for acceptable substitute material shall be listed in the appropriate space on this materials schedule.
 2. The material proposed for substitution is superior in construction and efficiency to that named in the Contract. In this case, there may be no Total Unit Price Bid reduction shown (indicated by a price of zero).
 3. No substitute material will be considered unless, in the opinion of the Village, it conforms to the Contract Drawings and Specifications in all respects, except for make

and manufacturer and minor details.

EXTERIOR PAINT MATERIALS SCHEDULE

Material Item (circle one – if not circled, first item will be used)	Name of “Alternate” Manufacturer and Amount of Deduct for “Alternate” Manufacturer
Sherwin Williams Tnemec <i>we are proposing to use Tnemec paint in base bid</i>	1. Sherwin Williams
	\$ \$0.00
	Installed Price Add/Deduct
	2.
	\$
	Installed Price Add/Deduct

2. COSTS:

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All bids shall be held valid for a period of 60 days after the bid due date.

The undersigned hereby also certifies that this bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder or person, to put in a sham bid or to refrain from submitting a bid; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said bid, or that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with 65 ILCS 5/11-42.1-1 that the Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act

The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Bidder will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a bidder specifically attesting to the provisions of 5/33E-3 and 5/33E-4.

The undersigned hereby also certifies in accordance with 775 ILCS 5/2-105 that the Bidder must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village’s interpretation of this statute is that such a policy does not have to be submitted with the bid, but the Bidder must have one in order to receive a contract.

The undersigned hereby also certifies that the bid is in compliance with all other applicable federal, state, and local laws.

3. DELIVERY REQUIREMENTS:

The undersigned hereby affirms and states that the prices listed as “Delivered and Installed” are the unit and total costs for the delivery of item(s) to their designated locations ready for use.

4. TIME OF COMPLETION:

The undersigned affirms and declares that if awarded the contract for said Water Tower 3 Spot Repairs, [he/she] will completely perform the contract in strict accordance with its terms and conditions by August 14, 2020.

5. SPECIFICATIONS:

The undersigned will furnish all labor, material, equipment, and services necessary for said Water Tower 3 Spot Repairs, in accordance with the following specifications and drawings (if required) as attached.

6. CONDITIONS:

A. The Village is exempt from federal excise tax and the Illinois Retailers’ Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.

- B. The Village shall reserve the right to add to or deduct from the base bid and/or alternate bid any item at the prices indicated in the itemization of bid.
- C. In the event of a delay to the Water Tower 3 Spot Repairs and Overcoat Completion Date as per the Contract Schedule for which Contractor is solely responsible, Contractor shall pay Liquidated Damages to Village of Lake in the Hills at a rate of \$200 per day of delay.

Dated at 1:00pm this 24th day of April, 2020

By: *Charles A. Leary*
(signature)

Its: President
Title

Charles A. Leary, being duly sworn, deposes and states that he/she is the President
of The Leary Construction Company, Inc. and that the statement above is

true and correct. Subscribed and sworn before me this 24th day of April, 2020

(NOTARY STAMP)

Nicole L. Mitchell
Notary Public



VILLAGE OF LAKE IN THE HILLS

Accepted this _____ day of _____, 2020

By: _____
(signature)

Title: _____

CAPITAL ASSET REQUEST FORM

FUND:	Water O&M
DEPARTMENT:	Public Works
DIVISION:	Water

NAME OF ASSET OR PROJECT TITLE:

Tower #3 Repainting

TOTAL EXPECTED COST:

\$105,000

DESCRIPTION:

Elevated Storage Tank #3 Repainting

CATEGORY:

- Mandate
- Rehabilitation or Asset Management
- Operational Improvement
- New Initiative

CRITERIA:

- 1: Tower #3 is the Village's largest elevated storage tank with a capacity of 1,000,000 gallons. The paint condition is such that it now requires maintenance.
- 2: The tank is in need of maintenance, including spot repairs to areas that have developed rust, and then a complete over coat of new paint.
- 3: If left to deteriorate, the tank will require additional repairs at increased cost to the Village. Spot repairs and an overcoat will increase the life of the asset.





REQUEST FOR BOARD ACTION

MEETING DATE: May 14, 2020

DEPARTMENT: Public Works

SUBJECT: Award a Contract for the Turtle Island Park Improvements Project

EXECUTIVE SUMMARY

Included in the 2020 Village budget is \$354,200.00, for construction improvements to Turtle Island Park including shoreline stabilization, pavilion construction, parking lot removal and replacement, and fishing pier and boat ramp installation. Last year, this project was awarded an Open Space Lands Acquisition and Development (OSLAD) Grant through the State of Illinois, which will reimburse the Village for 50% of the actual construction cost, but no more than \$177,100.00.

HR Green, the Village Engineer that was hired in 2019 to design this project, released a competitive bid earlier this year. On March 18, 2020, five bid submittals were received and pricing ranged from a low price of \$474,552.00 from Copenhaver Construction ("Copenhaver") of Gilberts, IL to \$796,753.00.

After the bid opening, Village staff contacted the State grant authority to discuss options for awarding the project with a reduced scope of work or receiving additional grant funding to cover all or a portion of the higher bid cost. The State grant authority will not increase the OSLAD grant reimbursement amount. However, they will allow the Village to remove the solar light and footbridge installation line items from their bid, which will reduce the project cost by \$120,000.00. If the Village Board approves this project, Village staff will furnish and install the solar lights after pursuing all lighting efficiency grants, and will install culverts, which will serve the same purpose as the footbridges that were included in the original design.

HR Green believes that Copenhaver and their subcontractors are qualified to perform this project and recommends that the Village award this project to them, with the scope of work reductions. Further, the Village Attorney, from a legal standpoint, does not have any concerns with the project award and the reduced scope of work. As such, Village staff recommends that the Village Board approve and award the Turtle Island Improvements Project to Copenhaver in the amount of \$354,552.00

FINANTIAL IMPACT

The Village's 2020 budget includes \$354,200.00 in the Capital Improvement Fund for this project. The contract award amount of \$354,552.00 is over budget by \$352.00.

ATTACHMENTS

1. Capital Asset Form
2. Recommendation Memo
3. Bid Results

4. Contract with Copenhaver

RECOMMENDED MOTION

Motion to award a contract to Copenhaver Construction of Gilberts IL, for the Turtle Island Improvements Project in the amount of \$354,552.00.

CAPITAL ASSET REQUEST FORM

FUND:	General
DEPARTMENT:	Community Services
DIVISION:	Parks and Recreation

NAME OF ASSET OR PROJECT TITLE:

Turtle Island/OSLAD Grant Improvements - Construction

TOTAL EXPECTED COST:

\$354,200

DESCRIPTION:

Turtle Island/OSLAD Grant Improvements - Construction

CATEGORY:

- Mandate
- Rehabilitation or Asset Management
- Operational Improvement
- New Initiative

CRITERIA:

- 1: Turtle Island is currently used as a destination for fishing and launching boats on Woods Creek Lake. The park also features green space and 55 rented boat slips.
- 2: The Turtle Island Park Expansion Development plan will be moving forward in 2020 to complete shoreline restoration, add a pavilion with rain barrels, butterfly garden, native plantings, an ADA fishing pier, and educational signage.
- 3: 50% of construction costs will be reimbursed per the received OSLAD Grant.





HRGreen

▷ 420 North Front Street | Suite 100 | McHenry, IL 60050
Main 815.385.1778 + Fax 815.385.1781

▷ HRGREEN.COM

March 25, 2020

Mr. Dan Kaup (via email)
Director of Public Works
Village of Lake in the Hills
9010 Haligus Road
Lake in the Hills, Illinois 60156

Re: Turtle Island – Bidding Results
HR Green Job No. 180992.01

Dear Mr. Kaup:

On March 18, 2020, bids were opened for the Turtle Island Improvement Project. A total of five (5) sealed envelopes were submitted at the correct time and location. All of the submitted bids contained the correct paperwork and all acknowledged all of the project addendums. However, it is to be noted that while all submittals indicated receipt of Addendum #1, not all bidders submitted the revised bid form. This new bid form had a revision to some quantities. Holding the submitted prices, this did result in an adjustment to some bids. This did not result in a change in the overall bid positions, as the as-read low bid was still the low corrected bid.

The five (5) bids ranged in cost from \$474,552.00 to \$796,753.00 The low bid was from Copenhagen Construction, Inc. (Copenhagen) of Gilberts, Illinois in the amount of \$474,552.00. The Engineer's Opinion of Probable Cost was \$373,141.00. The bid tabulations have been included for reference.

Copenhagen has completed similar work, and with the addition of their subs, is qualified to complete the project. The discrepancy in the total bid appears to be located in the structures in the project and in particular the security lighting item. Since this project involves the use of grant funding, we will defer to the Village to whether the project is awarded as is, however, we would recommend Copenhagen be awarded the project as the low bidder.

If you have any questions regarding this recommendation, please call me at 815-759-8346.

Sincerely,

HR GREEN, INC.

Chad J. Pieper, P.E.
Village Engineer

Cc: Fred Mullard, Village of LITH (via email)
Peter D'Agostino, Village of LITH (via email)

Attachment

THE VILLAGE OF LAKE IN THE HILLS PUBLIC WORKS
9010 HALIGUS ROAD
LAKE IN THE HILLS, ILLINOIS 60156

CONTRACT

for

**VILLAGE OF LAKE IN THE HILLS
TURTLE ISLAND PARK EXPANSION DEVELOPMENT
OSLAD GRANT PROJECT
IDNR PROJECT #OS19-2021**

HR GREEN PROJECT NO. 180992.01

CONTRACT DOCUMENTS

CONTRACT AGREEMENT, CONTRACTOR'S CERTIFICATION, SCHEDULE OF PRICES, GENERAL CONDITIONS,
SPECIAL CONDITIONS, CONTRACT DRAWINGS LIST, SPECIFICATIONS / SPECIAL PROVISIONS, PERFORMANCE
BOND, LABOR AND MATERIAL PAYMENT BOND, AND PREVAILING WAGE ORDINANCE

PREPARED BY
HR GREEN, INC.
420 N. FRONT STREET, STE. 100
MCHENRY, ILLINOIS 60050
(815) 385-1778

VILLAGE OF LAKE IN THE HILLS
CONTRACT FOR THE CONSTRUCTION OF

Village of Lake in the Hills – Turtle Island Park Expansion Development
CONTRACT 180992.01

TABLE OF CONTENTS

1. Contract Agreement
2. Contractor's Certification
3. Schedule of Prices
4. General Conditions of Contract
5. Special Conditions of Contract
6. Contract Drawings
7. Specifications
8. Form of Performance Bond
9. Form of Labor and Material Payment Bond
10. Prevailing Wage Ordinance
11. Addenda Nos.

CONTRACT AGREEMENT BETWEEN

VILLAGE OF LAKE IN THE HILLS

AND

Copenhaver Construction, Inc.

FOR THE CONSTRUCTION OF

Village of Lake in the Hills – Turtle Island Park Expansion Development

CONTRACT 180992.01

CONTRACT AGREEMENT BETWEEN

VILLAGE OF LAKE IN THE HILLS

AND

Copenhaver Construction, Inc.

FOR THE CONSTRUCTION OF

Village of Lake in the Hills – Turtle Island Park Expansion Development

CONTRACT 180992.01

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I THE WORK	1
1.1 Performance of the Work.....	1
1.2 Contract Documents.....	2
1.3 Interpretation of Contract Documents	2
ARTICLE II CONTRACT TIME	4
2.1 Commencement Date.....	4
2.2 Completion Date	4
2.3 Time of the Essence	4
ARTICLE III CONTRACTOR’S WARRANTIES AND REPRESENTATIONS	4
3.1 Warranties and Representations.....	4
3.2 Affirmation of Other Warranties and Representations	7
ARTICLE IV FINANCIAL ASSURANCES	7
4.1 Bonds	7
4.2 Insurance	7
4.3 Indemnification	8
4.4 Penalties	9
ARTICLE V CONTRACT PRICE AND PAYMENT	9
5.1 Contract Price.....	9
5.2 Acceptance as Full Payment and Satisfaction	9
5.3 Method of Payment.....	10

ARTICLE VI	LEGAL RELATIONSHIPS AND REQUIREMENTS	10
6.1	Binding Effect	10
6.2	Relationship of the Parties	10
6.3	Assignment	10
6.4	Confidential Information	11
6.5	Publicity	11
6.6	No Waivers	11
6.7	No Third Party Beneficiaries	12
6.8	Notices	12
6.9	Governing Laws	13
6.10	Changes in Laws	13
6.11	Compliance with Laws and Grants	13
6.12	Compliance with Patents	15
6.13	Severability	15
6.14	Entire Agreement	15
6.15	Amendments	16
6.16	Counterparts	16

CONTRACT AGREEMENT BETWEEN

VILLAGE OF LAKE IN THE HILLS

AND

Copenhaver Construction, Inc.

FOR THE CONSTRUCTION OF

Village of Lake in the Hills – Turtle Island Park Expansion Development

CONTRACT 180992.01

THIS CONTRACT AGREEMENT, made as of this ___14th___ day of ___May___, 2020, by and between the Village of Lake in the Hills, 600 Harvest Gate Road, Lake in the Hills, Illinois 60156, McHenry County, Illinois, a public corporation, and *Copenhaver Construction, Inc.*, an Illinois Corporation,

W I T N E S S E T H:

In consideration of the mutual promises contained in this Contract Agreement, it is agreed by and between Owner and Contractor as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete at the Work Site and in the manner described and specified in this Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction and installation of the *Turtle Island Park Expansion Development*, together with related attachments, equipment, appurtenances thereto.

2. Permits. Unless otherwise stated in the Special Conditions of Contract, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

CONTRACT AGREEMENT

5. Miscellaneous. Do all other things required of Contractor by this Contract.

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith.

1.2 Contract Documents

The Contract Documents consist of the following component parts, all of which are attached to this Contract Agreement and are, by this reference, made a part of this Contract Agreement as though fully set forth herein:

1. Contractor's Certification;
2. Schedule of Prices;
3. General Conditions of Contract;
4. Special Conditions of Contract;
5. Contract Drawings;
6. Specifications;
7. Form of Performance Bond;
8. Form of Labor and Material Payment Bond;
9. Prevailing Wage Ordinance; and
10. Addenda Nos. .

Engineer may, during construction, furnish to Contractor such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. Contractor shall comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract Documents and shall not be considered as indicating additional Work.

1.3 Interpretation of Contract Documents

A. Definitions. Whenever used in this Contract Agreement or in the Contract Documents:

1. General Definitions. Except for the terms specially defined in Paragraph 1.3A2 below, all capitalized terms shall have the meanings given to them in Article VII of the General Conditions of Contract.

2. Special Definitions. The following capitalized terms shall have the following meanings:

a. Contractor. The Person first identified above with whom Owner has executed this Contract Agreement and its duly authorized officers, employees, agents, and representatives.

CONTRACT AGREEMENT

b. Engineer. The Village's Contract Inspector, Illinois, or such additional or different Person as Owner may from time to time designate in writing to perform any or all of the functions of the Engineer under this Contract as well as the duly authorized officers, employees, agents, and representatives of any such Person.

c. Owner. The Village of Lake in the Hills and its duly authorized officers, employees, agents, and representatives.

d. Work. All matters described, exhibited, contemplated, implied, or embraced in this Article I of this Contract Agreement and in Article I of the General Conditions of Contract, including all risks and changes in the Work that Contractor is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price or Contract Time, and all matters described, exhibited, contemplated, implied, or embraced in any Change Order issued pursuant to Section 2.1 of the General Conditions of Contract.

e. Work Site. That area up to and including the rights-of-way as noted on the contract plans.

B. Rules of Interpretation. This Contract shall be interpreted so that:

1. Requirements Cumulative. Each requirement imposed on Contractor shall be cumulative of every other requirement imposed on Contractor, and any Work required to be performed by any one component part of this Contract shall be performed to the same extent as if required by all component parts of this Contract.

2. Details to be Assumed. The Work shall be provided, performed, and completed in every detail whether or not every item of detail is particularly set forth in the Contract Documents.

3. Priority of Contract Provisions. In the event of a discrepancy, error, omission, ambiguity, or conflict in the application or interpretation of any of the provisions of this Contract, the terms of this Contract Agreement and of the General Conditions of Contract shall govern over the terms and provisions of all other Contract Documents.

4. Engineer's Interpretation. Subject to Paragraphs 1.3B1, B2, and B3 above, Engineer shall determine which provision or provisions of this Contract Agreement and the Contract Documents best promotes or promote the overall objectives, and best fulfill the intents and purposes, of this Contract, and such provision or provisions shall govern. Such determination of Engineer shall be final.

C. Contractor's Duty to Report Discrepancies. Contractor shall carefully review this Contract Agreement and each of the Contract Documents before performing the Work, and each part thereof, and shall promptly call to the attention of Engineer any discrepancy, error, omission, ambiguity, or conflict that may exist among any of the component parts of this Contract or among any of the provisions of any one of such component parts before proceeding with any part of the Work affected by such discrepancy, error, omission, ambiguity, or conflict. Contractor shall be responsible for all corrective Work required resulting from Contractor's failure to give

CONTRACT AGREEMENT

such notice and shall bear all damages and costs associated therewith, arising therefrom, or resulting from such matters first discovered during the progress of the Work, including, but not limited to, damages or costs resulting from, arising out of, or in any way related to, increases in time-related costs; increases in costs of labor, equipment, materials, or supplies; costs of additional personnel; costs of additional equipment; costs of additional premium time for personnel or equipment; lower labor productivity; lost profits or alternative income; effects on other contracts; and costs of demobilization and remobilization. Information pertaining to subsurface, underground or other concealed conditions or obstructions, soils analysis, borings, test pits, buried structures, utility locations or conditions, conditions of existing structures, and similar site information or data and other investigations shown or indicated on the Contract Drawings, provided by Owner or Engineer, or otherwise made available to Contractor is not part of this Contract and, therefore, any discrepancy, error, omission, ambiguity, or conflict in such site information or data does not constitute a discrepancy, error, omission, ambiguity, or conflict in this Contract.

ARTICLE II **CONTRACT TIME**

2.1 Commencement Date

Contractor shall commence the Work immediately upon execution of this Contract Agreement by Owner.

2.2 Completion Date

Revised Article 108.05 of the Standard Specifications as follows:

When a completion date plus guaranteed working days is specified, the Contractor shall substantially complete all contract items by **October 30, 2020**, and shall achieve final completion by **November 13, 2020**, except as specified herein.

Substantial completion shall be defined as completing all tree clearing, earthwork, stone placement, seeding and restoration. Final completion including seeding and stabilizing the entire work area as well addressing any punch list items. The Engineer shall make all final determinations as to the status of the work. The Contractor shall submit a written request for determination to the Engineer which shall set a field observation of the work.

The 1-year Warranty period covered by the Maintenance Bond, shall start upon notice of final completion, as determined by the Engineer. The monitoring and maintenance period as determined by the said line item, shall begin on the date of final completion, as determined by the Engineer. The monitoring and maintenance period shall extend for three (3) years from the date of final completion, per the specifications.

The Contractor will be allowed to complete all clean-up work and punch list items within **10** guaranteed working days after the issuance of the final punchlist.

2.3 Time of the Essence

The time of commencement, rate of progress, and time of completion are of the essence of this Contract.

ARTICLE III
CONTRACTOR'S WARRANTIES AND REPRESENTATIONS

3.1 Warranties and Representations

In order to induce Owner to enter into this Contract, Contractor hereby warrants and represents to Owner as follows:

A. Review of Contract. Contractor has carefully examined, reviewed, and accepted this Contract Agreement and all of the Contract Documents prior to submission of its Bidder's Proposal and execution of this Contract and there are no discrepancies, errors, omissions, ambiguities, or conflicts in this Contract that are material to Contractor's provision, performance, or completion of the Work, the Contract Price or the Contract Time that have not already been clarified in writing by Owner to the satisfaction of Contractor. For claims based upon discrepancies, errors, omissions, ambiguities, or conflicts in this Contract, Contractor shall hereafter have no claim for payment or compensation in excess of the Contract Price based upon discrepancies, errors, omissions, ambiguities, or conflicts in this Contract. Contractor shall be entitled only to a possible extension of the Contract Time, if applicable, as provided in this Contract and then only in those cases where Contractor can show that such discrepancies, errors, omissions, ambiguities, or conflicts (1) could not have been discovered by Contractor prior to execution of this Contract or prior to the performance of any of the Work affected by such discrepancy, error, omission, ambiguity, or conflict and (2) has caused an unavoidable delay. Information pertaining to subsurface, underground or other concealed conditions or obstructions, soils analysis, borings, test pits, buried structures, utility locations or conditions, conditions of existing structures, and similar site information or data and other investigations shown or indicated on the Contract Drawings, provided by Owner or Engineer, or otherwise made available to Contractor is not part of this Contract and, therefore, shall not constitute the basis for claims based upon discrepancies, errors, omissions, ambiguities, or conflicts in this Contract.

B. Investigation of Work Site. Contractor has had a sufficient opportunity to conduct a thorough inspection and investigation of the Work Site and the surrounding area and has completed such inspection and investigation to its satisfaction. Contractor has included in the Contract Price allowances and contingency amounts for difficulties or obstructions that may arise or be encountered in the performance of the Work, including without limitation adverse weather conditions, equipment breakdowns, subsurface, underground or other concealed conditions or obstructions, buried structures, utility locations or conditions, adverse soil conditions, and changed site conditions due to work by other contractors, and Contractor hereby waives all claims for, and hereafter shall have no claim for, payment or compensation in excess of the Contract Price based

CONTRACT AGREEMENT

upon such difficulties or obstructions, or conditions at the Work Site or in the surrounding area except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of the General Conditions of Contract. Contractor is responsible for dealing with conditions found at, and in the vicinity of, the Work Site, including subsurface, underground or other concealed conditions or obstructions, buried structures, utility locations or conditions, adverse soil conditions, changed conditions due to work by other contractors, and similar site conditions without any equitable adjustment in the Contract Price except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of the General Conditions of Contract.

C. Authorization; Enforceable Obligations. This Contract constitutes the legal, valid, and binding obligation of Contractor, is fully enforceable against Contractor in accordance with its terms, will not violate any judgment, Law, or organizational or operating document and will not cause or constitute a default under any contractual obligation of Contractor or any lien, charge, encumbrance, or security interest upon any assets of Contractor.

D. Contractor's Certification. All the facts and information submitted by Contractor in connection with this Contract and its procurement are true and correct in all respects and, in particular, the statements contained in Contractor's Certification are true and correct.

E. Technical Ability to Perform. Contractor is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform, and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

F. Financial Ability to Perform. Contractor is financially solvent, and Contractor has the financial resources necessary to provide, perform, and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

G. Time. Contractor is ready, willing, able, and prepared to begin the Work on the Commencement Date and the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

H. Acceptance of Allocation of Risks and Changes. Contractor acknowledges and agrees that risks are inherent in the Work of this Contract and changes are to be expected. Contractor acknowledges that this Contract contains specific allocations of responsibility for such risks and changes. Contractor acknowledges, agrees to, and accepts such risks and changes that are allocated to it and that Contractor is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price or Contract Time.

I. No Collusion. The only Persons interested in this Contract as principals are those disclosed as such in the Bidder's Sworn Acknowledgment submitted to Owner by Contractor, and this Contract is made without collusion with any other Person.

CONTRACT AGREEMENT

J. No Default. Contractor is not in arrears to Owner upon any debt or contract and is not a defaulter as surety, contractor, or otherwise to any Person.

K. Not Barred. Contractor is not barred by law from contracting with Owner or with any unit of state or local government.

L. Taxes and Benefits. Contractor has excluded from the Contract Price all state and local sales, use, and excise taxes. Contractor has included in the Contract Price, and has or will pay or cause to be paid out of the Contract Price, all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits for Contractor's and its Subcontractors' employees.

M. Patent Costs. Contractor has included in the Contract Price, and has or will pay or cause to be paid out of the Contract Price, all costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

3.2 Affirmation of Other Warranties and Representations

In addition to the foregoing warranties and representations, Contractor hereby acknowledges that Contractor has carefully read, reviewed, and understood, and hereby agrees to honor, the Warranty of the Work contained in Article III of the General Conditions of Contract as well as all other warranties and representations set forth in the Contract Documents.

ARTICLE IV FINANCIAL ASSURANCES

4.1 Bonds

A. Bonds Required. Contemporaneous with Contractor's execution of this Contract Agreement, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, in the forms included in the Contract Documents, from a surety company licensed to do business in the State of Illinois with a Best's Key Rating Guide of A-, Class XI or greater and be listed in the most recently published Listing of Approved Sureties of the U.S. Department of Treasury Circular 570, with underwriting limitations in excess of the Contract Price, each in the penal sum of the Contract Price, and such other bonds as and when required by Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while repairing, correcting, or replacing all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or that fails to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of the General Conditions of Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

B. No Release of Bond Obligations. No changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of this Contract, in or to the Contract Drawings or Specifications, in or to the schedules, methods, or manner of performance of the Work, in or to

CONTRACT AGREEMENT

Owner-furnished facilities, equipment, materials, services, or sites, or in or to the mode or manner of payment therefor, shall operate in any way to release Contractor or any surety or affect the obligation of either of them under any Bond required to be provided by Contractor. All notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and all notice of any and all defaults by Contractor, and all notice of Owner's termination of Contractor shall be waived by every surety under every Bond provided pursuant to this Contract.

4.2 Insurance

A. Insurance Required. Contemporaneous with Contractor's execution of this Contract Agreement, Contractor shall provide certificates and policies of insurance evidencing the insurance coverages set forth in Article IV of the General Conditions of Contract and Section 4 of the Special Conditions of Contract. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion.

B. Additional Insureds. The Comprehensive General Liability insurance coverages required pursuant to this Contract shall name the Persons identified in Section 4 of the Special Conditions of Contract as additional insured parties (the "Additional Insureds"). The coverage afforded the Additional Insureds shall be primary insurance for the Additional Insureds with respect to claims arising out of operations performed by or on behalf of Contractor. If the Additional Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurance companies' liability under the insurance policies Contractor maintains shall not be reduced by the existence of such other insurance.

4.3 Indemnification/Hold Harmless

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Owner, its officials, agents, Engineer and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the member, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the member, its agents or employees, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the member, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the member, its officials, agents and employees as herein provided.

CONTRACT AGREEMENT

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Owner, may be retained by the member to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the member.

The indemnification obligations of Contractor under this Section 4.3 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or Supplier under workers' compensation acts, disability benefit acts or other employee benefit acts.

4.4 Penalties

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof. Contractor may contest any such fines or penalties in administrative or court proceedings; provided, however, that Contractor shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Contractor shall be solely responsible for all costs, including attorneys' fees and administrative expenses, of protesting any such fines or civil penalties.

ARTICLE V CONTRACT PRICE AND PAYMENT

5.1 Contract Price

Owner shall pay to Contractor, in full satisfaction for providing, performing, and completing the Work, including such risks and changes in the Work that Contractor is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price, subject to any additions or deductions provided for in this Contract, in current funds, the lump sum amount or amounts, if any, stated in the Schedule of Prices and, for each acceptable unit of each Unit Price Item, if any, installed and complete in place, measured on the basis provided in the Contract Drawings and Specifications, the Unit Price for such Unit Price Item stated in the Schedule of Prices.

5.2 Acceptance as Full Payment and Satisfaction

Contractor shall accept the Contract Price in full satisfaction and payment for well and faithfully providing, performing, and completing within the Contract Time all the Work in compliance with, and as required by or pursuant to, this Contract, including such risks and changes in the Work that Contractor is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price or Contract Time. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner and Engineer of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor

CONTRACT AGREEMENT

for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner or Engineer arising out of, relating to, or in connection with the Work, except the claim against Owner for the unpaid balance, if any, of any amounts retained by Owner pursuant to the Special Conditions of Contract.

5.3 Method of Payment

Progress and Final Payments shall be made to Contractor in accordance with, and subject to the terms and conditions set forth in, Article V of the General Conditions of Contract.

ARTICLE VI LEGAL RELATIONSHIPS AND REQUIREMENTS

6.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns.

Contractor agrees that if Contractor is a joint venture, then each Person participating in such joint venture shall be individually, personally, severally, and jointly responsible and liable, financially, legally, and in all other respects, for the full and proper performance of each and every provision and requirement of this Contract, notwithstanding any arrangement, understanding, or agreement to the contrary, if any, whether disclosed to Owner or not, entered into by, between or among the Persons participating in such joint venture.

6.2 Relationship of the Parties

Contractor, and its Subcontractors and Suppliers, shall act as independent contractors in providing, performing, and completing the Work. No right of supervision, requirement of approval, or other provision of this Contract and no subsequent conduct of Owner or Contractor shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor, or (2) except as provided in Paragraph 6.6B6 of the General Conditions of Contract, to create any relationship between Owner and any Subcontractor or Supplier of Contractor. The rights of Owner under this Contract, either directly or through Engineer, in the control of the quality and completeness of the Work shall not make Contractor, or any Subcontractor or Supplier of Contractor, an agent of Owner, and the liability of Contractor, and of all Subcontractors and Suppliers of Contractor, for all damages to persons or to public or private property arising from the provision, performance, or completion of the Work by Contractor, or any Subcontractor or Supplier of Contractor, shall not be lessened because of the existence, exercise, or the non-exercise of such rights.

6.3 Assignment

A. Assignment by Contractor. Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract, without the prior express written consent of Owner, which consent may be withheld in the sole and unfettered discretion of Owner;

CONTRACT AGREEMENT

provided, however, that Owner's prior written consent shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Any attempted or purported assignment made by Contractor without the written consent of Owner shall be void and of no force or effect and shall constitute a default under this Contract for which Owner shall have the right to invoke any of its remedies under Section 6.6 of the General Conditions of Contract. In no event shall Owner's consent to any assignment of this Contract or of any of Contractor's rights under this Contract, whether in whole or in part, operate as a release or satisfaction of Contractor's responsibility and liability for the provision, performance, and completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or for the proper performance of all other obligations of Contractor under this Contract, or for Contractor's liability on all representations and warranties made in or pursuant to this Contract. Contractor shall remain as fully responsible and liable for the acts, omissions, and performance of Contractor's assignee as Contractor is for its own acts, omissions, and performance.

B. Assignment by Owner. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor. In the event of an assignment by Owner of any or all of its rights or obligations under this Contract, Owner shall be released from all liability with respect to the rights or obligations so assigned.

6.4 Confidential Information

All information supplied by Owner or Engineer to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work. Neither Contractor nor any Subcontractor or Supplier shall own or be entitled to claim a copyright in the Contract or other documents prepared by Owner or Engineer.

Contractor shall identify any information supplied by it in providing, performing and completing the Work that is considered by it to be confidential or proprietary. Owner and Engineer shall not disclose any such designated confidential or proprietary information, unless such disclosure will not cause competitive harm, or such information was actually known to Owner or Engineer prior to its submission by Contractor, or such information was properly obtained or developed independently by Owner or Engineer, or Contractor consents to such disclosure. Notwithstanding the foregoing, Contractor acknowledges that Owner is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

CONTRACT AGREEMENT

6.5 Publicity

Owner's name or insignia, photographs of the Work or the Work Site, or any other publicity pertaining to the Work shall not be used in any magazine, trade paper, newspaper, or other medium without the express written consent of Owner.

6.6 No Waivers

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate or approval by Owner or Engineer, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner or Engineer shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

No notices required to be given to Owner under this Contract are intended to be waived by Owner, and no action or inaction by Owner or Engineer shall be construed as waiving any such notice.

6.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any Person other than Contractor shall be made or be valid against Owner and Owner shall not be liable for or be held to pay any money to any such Person.

6.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Lake in the Hills
9010 Haligus Road
Lake in the Hills, Illinois 60156
Attention: Mr. Dan Kaup
Director of Public Works

CONTRACT AGREEMENT

with a copy to:

HR Green, Inc.
420 N. Front Street, Ste. 100
McHenry, Illinois 60050
Attention: Chad J. Pieper, P.E.

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

Copenhaver Construction Inc.
75 Koppie Drive
Gilberts, Illinois 60136
Attention: Ken Copenhaver

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

6.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal Laws, but not the conflict of Laws rules, of the State of Illinois.

6.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to Laws shall include such Laws as they may be amended or modified from time to time.

6.11 Compliance with Laws and Grants

A. Compliance with Laws. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with the requirements of all governmental permits, licenses, or other approvals or authorizations that may be required in connection with providing, performing, and completing the Work and with all applicable Laws, including, without limitation, the Prevailing Wage Act, 80 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, is included in the Contract Documents; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wages Laws; the Fair Labor Standards Act; any Laws regarding qualification to do business; any Laws requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any Laws prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including,

CONTRACT AGREEMENT

without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. and the Public Works Employment Discrimination Act, 775 ILCS 10/1 et seq.; the Substance Abuse Prevention on Public Works Project Act; any Laws respecting the assumption of liability for taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits for Contractor's and Subcontractors' employees; and any Laws regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall keep itself fully informed of all Laws affecting this Contract; affecting those engaged or employed on the Work; affecting the equipment, materials, and supplies used in the Work; affecting the conduct of the Work; and affecting the rights, duties, powers, or obligations of Owner or of Contractor; and shall also keep itself fully informed of all orders, decrees, and other requirements of bodies or tribunals having any jurisdiction or authority over any of the foregoing. Contractor shall display all permits, licenses, and other approvals and authorizations as required by Law.

B. Compliance by Subcontractors and Suppliers. Contractor shall, at all times, cause all of its Subcontractors and Suppliers to observe and comply with all such Laws.

C. Noncompliance of Contract Documents. Contractor shall promptly examine the Contract Drawings and Specifications and other Contract Documents and report to Owner any respects in which it appears that any of them may fail to conform to any applicable Laws.

D. Verification of Compliance. At or before the time of Owner's Final Acceptance of the Work, Contractor shall deliver to Owner all certificates, receipts, or other evidences of approval, acceptance, or payment of fees that may be required to establish the compliance of the Work with all applicable Laws, permits, licenses, approvals, authorizations, or other requirements.

E. Provisions Deemed Inserted. Each and every provision required by Law to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though all such provisions were set out in full in this Contract. If through mistake or otherwise any such provision is not set out in this Contract, or is not correctly set out in this Contract, then upon the application of either Owner or Contractor, this Contract shall forthwith be physically amended to correctly set out such provision.

F. Compliance With Grant Conditions. Contractor shall comply with all conditions of, and all Laws applicable to, and all policies, practices, and procedures of Owner applicable to, any federal, state, or local grant received by Owner or by Contractor at any time with respect to this Contract or with respect to the provision, performance, or completion of the Work.

G. Regulatory Authority. Nothing in this Contract shall be construed to waive or limit any aspect of Owner's lawful authority to regulate the activities of Contractor, its Subcontractors, or any other Person or to regulate the Work, the Work Site, or any other matter falling within its lawful

CONTRACT AGREEMENT

regulatory jurisdiction and powers. No review, inspection, test, audit, measurement, order, determination, decision, disapproval, approval, payment for, or use or acceptance of, the Work, or any other act or omission of Owner shall imply, create any interest in, be deemed to be the issuance of, or require Owner to issue any license or permit to Contractor or any Subcontractor.

6.12 Compliance with Patents

A. Patent Rights. Contractor shall do all things necessary to obtain such rights and licenses as may be necessary in connection with all costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

6.13 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract, shall be in any way affected thereby. The unenforceability of any provision of this Contract in a specific situation shall not affect the enforceability of that provision in any other situation.

6.14 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor, nor was the making and execution of this

CONTRACT AGREEMENT

Contract induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced herein.

6.15 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

6.16 Counterparts

This Contract is being executed in five original counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract Agreement to be executed as of the day and year first written above.

Attest/Witness:

VILLAGE OF LAKE IN THE HILLS

By: _____

By: _____

Russ Ruzanski

Title: _____

Title: Village President

Attest/Witness:

Copenhaver Construction, Inc.

By: _____

By: _____

Name: _____

Title: _____

Title: _____

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS**

STATE OF ILLINOIS)
)
COUNTY OF McHenry)

SS

CONTRACTOR’S CERTIFICATION

_____, being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

DATED this _____ day of May, 2020.

Attest/Witness:

Copenhaver Construction, Inc.

By: _____

By: _____

Name: _____

Title: _____

Title: _____

Subscribed and Sworn to
before me this ____ day
of _____, 2020.

My Commission Expires: _____

Notary Public

[SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS**

VILLAGE OF LAKE IN THE HILLS
CONTRACT FOR THE CONSTRUCTION OF

Village of Lake in the Hills – Turtle Island Park Expansion Development
CONTRACT 180992.01

SCHEDULE OF PRICES

A. UNIT PRICES

BASE BID:

Description	Unit	Quantity	Unit Price	Total Cost
Pavement Removal, Asphalt, 2"	SY	616	18	11,088.00
Clearing & Grubbing	LS	1	4,500	4,500.00
Construction Layout	LS	1	16,000	16,000.00
Tree protection	LS	1	500	500.00
Silt Fence	LF	330	4	1,320.00
Turbidity Barrier	LF	600	33	19,800.00
NA Green DS75 Blanket	SY	1,854	2	3,708.00
NA Green SC-150 Blanket	SY	621	3	1,863.00
Earth Excavation (cut/fill)	CY	47	25	1,175.00
Export Structural Fill	CY	5	50	250.00
Topsoil Strip / Stockpile / Respread, 6"	CY	440	15	6,600.00
CA-6 Aggregate Base Course, 8", parking lot	SY	245	14	3,430.00
CA-6 Aggregate Base Course Repair, 8", parking lot	SY	92	13	1,196.00
HMA Binder Course (IL-19.0, N50), 2.5"	TON	122	115	14,030.00
HMA Surface Course (Mixture C, N50), 1.5"	TON	73	130	9,490.00
PCC Barrier Curb	LF	47	45	2,115.00
PCC Boat Ramp	LS	1	2,000	2,000.00
PCC Pad, 5" (porta potty)	SF	25	15	375.00
4" White Parking Lot Striping & Handicap Symbols / Aisle	LS	1	2,000	2,000.00
Handicap Parking Sign	EA	2	350	700.00
Permeable Pavers	SF	800	15	12,000.00
PCC Banding, 8"	LF	300	24	7,200.00
PCC Banding, 12"	LF	168	25	4,200.00
Bluestone Chip Path	SF	461	11	5,071.00
Flagstone Pads (existing benches)	SF	64	45	2,880.00
Limestone Outcropping	EA	66	200	13,200.00
RipRap - A3	SY	25	95	2,375.00

Coir Log	LF	271	16	4,336.00
Fishing Outcropping	EA	5	270	1,350.00
Swale Check Dams	EA	3	2,200	6,600.00
Seeding, Floodplain	SY	621	2	1,242.00
Plugs, Swale	EA	0	25	0.00
Plugs, Shoreline	EA	250	10	2,500.00
Pavilion (16'x24')	LS	1	43,000	43,000.00
Green Roof	LS	1	19,000	19,000.00
Rain Barrel	EA	1	500	500.00
Foot Bridge 6'x10'	LS	1	39,000	39,000.00
Foot Bridge 6'x12'	LS	1	11,000	11,000.00
Fishing Pier	LS	1	62,000	62,000.00
Boat Storage Racks	LS	1	18,000	18,000.00
Bike Rack and Concrete Pad	LS	1	1,100	1,100.00
Trash Receptacles	EA	2	1,000	2,000.00
Educational Signs and Footings as needed	EA	5	1,600	8,000.00
Tables	EA	2	1,400	2,800.00
Solar Security Lights with Panel Assembly	EA	2	20,000	40,000.00
Remove and Reinstall Signs	LS	1	1,100	1,100.00
Seeding, IDOT CL 1B	SY	1,478	1	1,478.00
Seeding, Wet Mesic	SY	165	3	495.00
Plant Bed Preparation	SY	193	5	965.00
Tree, Autumn Brilliance Apple Serviceberry, 6' Height, B&B	EA	1	600	600.00
Tree, Dura Heat River Birch, 6' Height, B&B	EA	3	750	2,250.00
Tree, Bald Cypress, 2.5" Cal., B&B	EA	2	750	1,500.00
Tree, Swamp White Oak, 2.5" Cal., B&B	EA	5	750	3,750.00
Shrub, Chokeberry 'UCONNAM166', #3 Cont.	EA	12	80	960.00
Shrub, Annabelle Hydrangea, #5 Cont.	EA	22	80	1,760.00
Shrub, Gold Lace Juniper, #5 Cont.	EA	8	80	640.00
Shrub, Dwarf Alberta Spruce, #5 Cont.	EA	14	80	1,120.00
Perennials, Various, #1 Cont.	EA	580	18	10,440.00
Monitoring and Maintenance of Native Planting Areas	YEAR	3	2,000	6,000.00

Revised contract award Price: **\$354,552.00**

Note: Items struck from line items above due to project budget constraints

VILLAGE OF LAKE IN THE HILLS
CONTRACT FOR THE CONSTRUCTION OF

Village of Lake in the Hills – Turtle Island Park Expansion Development
CONTRACT 180992.01

GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I PERFORMANCE OF THE WORK	1
1.1 Performance Standards and Obligations	1
1.2 Engineer’s Authority	4
1.3 Required Submittals	4
1.4 Administration of the Work	6
1.5 Conditions at the Work Site; Record Drawings	7
1.6 Safety of the Work Site	8
1.7 Cleanliness of the Work Site and Environs	10
1.8 Damage to the Work, the Work Site, and Other Property	10
1.9 Subcontractors and Suppliers	11
1.10 Simultaneous Work By Others	14
1.11 Occupancy Prior to Final Payment	15
1.12 Suspension or Termination of Work for Convenience	15
1.13 Charge for Overtime Engineering	16
ARTICLE II CHANGES AND DELAYS	16
2.1 Changes	16
2.2 Equitable Adjustments	17
2.3 Contract Price Adjustments	18
2.4 Extensions of Contract Time	22
2.5 Constructive Change Orders	23
2.6 No Waiver and Release	24
2.7 No Other Compensation	24
2.8 Specific References Exemplary	24
ARTICLE III CONTRACTOR’S RESPONSIBILITY FOR DEFECTIVE WORK	24
3.1 Inspection; Testing; Correction of Defects	24
3.2 Warranty of Work	25
3.3 Contractor Duty to Correct Without Delay	26
3.4 Owner’s Right to Correct	26

3.5	Subcontractor and Supplier Warranties	27
ARTICLE IV	INSURANCE	27
4.1	Required Coverages	27
4.2	Insurance Companies and Policies.....	29
4.3	Minimum Coverages.....	29
4.4	Additional Coverages.....	31
4.5	Subcontractor Insurance.....	31
4.6	Safety/Loss Prevention	32
ARTICLE V	PAYMENT	32
5.1	Progress Payments	32
5.2	Final Acceptance and Final Payment.....	34
5.3	Title to Work and Liens	35
5.4	Deductions	37
5.5	Application of Payments.....	37
5.6	Work Entire.....	37
ARTICLE VI	DISPUTES AND REMEDIES	38
6.1	Notice of Dispute	38
6.2	Negotiation of Disputed Decisions	38
6.3	Owner’s Final Decision	38
6.4	Contractor’s Final Demand.....	38
6.5	Contractor’s Remedies.....	39
6.6	Owner’s Remedies	39
ARTICLE VII	DEFINITIONS	42
7.1	Defined Terms	42
7.2	Word Usage	46

VILLAGE OF LAKE IN THE HILLS
CONTRACT FOR THE CONSTRUCTION OF

Village of Lake in the Hills – Turtle Island Park Expansion Development
CONTRACT 180992.01

GENERAL CONDITIONS OF CONTRACT

ARTICLE I
PERFORMANCE OF THE WORK

1.1 Performance Standards and Obligations

A. Quality of Work.

1. General Standard. All Work shall be provided, performed, and completed in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith. All equipment, materials, and supplies incorporated into the Work shall be new and undamaged and shall be the best of their respective kinds for their intended use.

2. Referenced Standards. References to standards, specifications, manuals, or codes of any technical society, organization, or association, or to codes of local, state or federal authorities, shall mean the latest standard, specification, manual or code adopted and published at the date of the Bidder's Proposal, unless specifically stated otherwise. However, no provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner, Engineer, or Contractor from those set forth in this Contract.

3. Proprietary Standards and Equivalency. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided sufficient information is submitted to allow Engineer to determine that the products proposed are equivalent in substance and function to those named. The equivalency of any product proposed shall be determined by Engineer, in its sole and absolute discretion, and no such product shall be purchased, fabricated or installed until equivalency shall have been determined, in writing, by Engineer. Engineer's written decision with respect to equivalency shall be final.

B. Timeliness of Work.

1. Time is of the Essence. The time of beginning, rate of progress, and time of completion of the Work is of the essence of this Contract. Contractor shall be solely responsible for completing the Work in a timely fashion. Contractor shall promptly, continuously, diligently, vigorously, and systematically provide and perform the Work, and all component parts

GENERAL CONDITIONS

of the Work, within such time or times as may be set forth in this Contract or in the Approved Schedule and to the ends that, and at a rate, with due allowances and contingencies for difficulties or obstructions that may arise out of, or be encountered as a result of, adverse weather conditions, equipment breakdowns, subsurface, underground or other concealed conditions or obstructions, buried structures, utility locations or conditions, adverse soil conditions, and changed site conditions due to work by other contractors, that assures that, all Work, and all component parts of the Work, will be completed and ready for inspection and testing when required pursuant to this Contract and that all Work will be completed in full compliance with, and as required by or pursuant to, this Contract within the Contract Time. Contractor shall cooperate with Owner and Engineer to assure maximum coordination and efficiency in the progress of the Work.

2. Approved Schedule. Unless otherwise provided in the Special Conditions of Contract, Contractor shall submit to Engineer, within 10 Days after the execution of this Contract, a detailed schedule of the Work showing the time of beginning and completion for at least every major component of the Work. Such schedule shall be presented in graphical form using the bar graph method or a time-sequence method, but not a critical path method. Such schedule shall logically and realistically relate the performance of each component of the Work to each other component of the Work and to the whole of the Work so as to demonstrate that sufficient time has been allowed for the completion of each component without interference or delay from or to any other component and with due allowances and contingencies for difficulties or obstructions that may arise out of, or be encountered as a result of, adverse weather conditions, equipment breakdowns, subsurface, underground or other concealed conditions or obstructions, buried structures, utility locations or conditions, adverse soil conditions, and changed site conditions due to work by other contractors. The schedule shall demonstrate Contractor's ability to comply with the requirements of Paragraph 1.1B1 above. Engineer shall return a copy of the schedule to Contractor with such exceptions noted as Engineer may deem appropriate and Contractor shall submit a revised schedule to Engineer within two business days. If acceptable, Engineer shall return a copy of the schedule to Contractor with no exceptions noted ("Approved Schedule"). Engineer may require the Approved Schedule to be revised or updated as frequently as Engineer may deem necessary prior to Final Acceptance of the Work.

3. No Liability. Review and stamping of any Approved Schedule by Engineer shall not constitute approval or acceptance of the schedule or an extension or waiver of the Contract Time and no review by Engineer, no noting of an exception by Engineer, and no failure to note an exception by Engineer shall relieve Contractor of the entire responsibility for the performance of the Work in full compliance with the requirements of this Contract within the Contract Time. Engineer's review and stamping, with or without exceptions noted, of any Approved Schedule shall not be regarded as an any assumption of risk or liability by Owner or Engineer. Contractor shall have no claim under this Contract on account of any error, omission, or defect in, or revealed by, any Approved Schedule so reviewed and stamped or any failure, partial failure, or inefficiency of any Approved Schedule so reviewed and stamped. Engineer's stamping of any Approved Schedule with no exception noted shall be considered to mean merely that Engineer has no objection to Contractor proceeding, upon its own full responsibility and liability, with the schedule or schedules proposed.

GENERAL CONDITIONS

4. Acceleration. If, at any time, the Work, or any component part of the Work, is behind the Approved Schedule, Contractor shall initiate immediate and definite procedures for accelerating the Work as required to bring the Work, and all component parts of the Work, into compliance with the Approved Schedule. Owner shall not be subject to any claims, demands, or liability for Contractor's acceleration damages or costs incurred to keep the Work in compliance with the Approved Schedule, including, but not limited to, damages or costs resulting from, arising out of, or in any way related to increases in time-related costs; increases in costs of labor, equipment, materials, or supplies; costs of additional personnel; costs of additional equipment; costs of additional premium time for personnel or equipment; increase in costs for Bond or insurance premiums; lower labor productivity; lost profits or alternative income; effects on other contracts; and costs of demobilization and remobilization. Failure of Owner or Engineer to inform Contractor that Contractor is behind the Approved Schedule or to direct and enforce procedures to ensure compliance with the Approved Schedule shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with the requirements of this Contract within the Contract Time.

5. Owner's Right to Perform Work. Any failure of Contractor to comply with this Subsection 1.1B shall entitle Owner to perform or have performed all Work necessary for compliance with this Subsection and to withhold or recover from Contractor the cost of such Work.

C. Completeness of Work. Except for such items as are expressly and specifically required by this Contract to be furnished by Owner, Contractor shall provide at the Work Site, and at no charge to Owner other than the Contract Price, all personnel, equipment, materials, supplies, and other things required to provide, perform and complete the Work described, shown, or reasonably implied, or inferred from prevailing custom or trade usage as being required to produce the results intended, in this Contract. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in this Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of this Contract, Contractor shall understand such personnel, equipment, materials, or supplies to be implied and shall provide such personnel, equipment, materials, or supplies as fully as if it were particularly described. Without limiting the foregoing, Contractor, at its sole cost and expense, shall: (1) arrange for a supply of water, heat, light, power, telecommunications, and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters; (2) provide and maintain sanitary conveniences of sufficient number to accommodate all workers and all personnel of Owner and Engineer engaged in or about the Work; and (3) provide and maintain a clean, weather-tight office, temporary in character, at a central location at the Work Site, with telephone facilities and service, for use as a field office by Contractor, for storage of Contract Drawings and Specifications, for storage of permits and Required Submittals reviewed with no exception noted, and for shelter of workers.

D. Conformity of Work. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract, notwithstanding the fact that Contractor may have based its Bidder's Proposal on workmanship, equipment, materials, or supplies that do not so conform. When the equipment, materials, or

GENERAL CONDITIONS

supplies furnished by Contractor cannot be installed as specified in the Contract Drawings or Specifications, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Engineer.

1.2 Engineer's Authority

Engineer has been employed as an independent contractor to represent Owner during the term of this Contract and to observe the Work in progress on behalf of Owner. To prevent delays and disputes and to discourage litigation, it is agreed by Owner and Contractor that Engineer shall, in all cases, determine the amount, quality, acceptability, and fitness of the several kinds of Work that are to be paid for under this Contract; determine all disputes in relation to the true construction, meaning, and intent of the Contract Drawings and Specifications; determine all disputes in relation to the execution of the Work, the classifications and measurements of quantities and materials, the suitability of equipment, materials, and supplies, and the fulfillment of this Contract. In interpreting this Contract, Engineer shall be subject to Section 1.3 of the Contract Agreement.

Engineer shall have the power to reject or condemn all Work that is defective, flawed, unsuitable, or nonconforming to the terms of this Contract.

Engineer's determination in all matters shall be a condition precedent to an appeal by Contractor to Owner, to the right of Contractor to receive, demand, or claim any money or other compensation under this Contract, and to any liability on the part of Owner to Contractor on account of this Contract.

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Engineer all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Engineer all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Engineer, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details shall include, but shall not be limited to, the kind, size, arrangement and operations of component materials and devices; the external connections, anchorages, and supports required; performance characteristics; test data; concrete reinforcement; structural details; dimensions needed for installation and correlation with other equipment, materials, and supplies; principal dimensions, weight, structural and operating features; space required; clearances; utility connections; wiring and control diagrams; type and/or brand of finish or shop coat; adequate operation and maintenance information for all equipment requiring maintenance or other attention; and all similar matters, for all components of the Work. When it is customary to do so, when the dimensions are of particular importance, or for equipment and materials, the Required Submittals shall be certified by the Supplier as correct for, and in full compliance with, this Contract and meeting intended functions.

GENERAL CONDITIONS

B. Number and Format. Contractor shall provide seven complete sets for each Required Submittal with suitable identification. All Required Submittals, except drawings, shall be prepared on white 8-1/2 inch by 11 inch paper. Five blue-line prints and two sepia transparencies of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner, Engineer, and Contractor.

C. Verification by Contractor. Contractor shall be responsible for obtaining Required Submittals complying with the foregoing from its Subcontractors and Suppliers and returning reviewed documents to them. Contractor shall check and approve all Required Submittals before submitting them to Engineer for review. Contractor shall check and verify, or resubmit for correction, all Required Submittals prepared by a Subcontractor or Supplier, before submitting them to Engineer. Verification and submission of Required Submittals by Contractor shall be deemed to mean that Contractor has, in fact, reviewed and coordinated the information in the Required Submittals with the requirements of the Work and this Contract. Any Required Submittals submitted to Engineer which have not been checked, reviewed, and stamped "Verified by Contractor," will be returned unprocessed.

D. Time of Submission. All Required Submittals shall be provided to Engineer no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Engineer's sole opinion, to permit Engineer to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe.

E. Engineer's Review. Engineer shall review all Required Submittals as soon as reasonably possible after their submission and shall have the right to require resubmittal of, and such corrections in and additions to, any or all Required Submittals as may be necessary to make the Required Submittals conform to this Contract.

F. Responsibility for Delay and Costs of Additional Review. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

G. Condition Precedent to Performance of Work. No Work with respect to which any Required Submittal is required or has been requested, and no Work dependent on any such Work, shall be provided or performed unless and until the Required Submittal for such Work has been reviewed and stamped by Engineer with no exception noted. No equipment, materials, or supplies shall be purchased, fabricated, or installed until all Required Submittals pertaining thereto have been reviewed and stamped by Engineer with no exception noted. Where samples are required, the samples reviewed and stamped by Engineer with no exception noted shall be kept at the Work Site for comparison with, and to establish the standards of acceptance for, equipment, materials or supplies proposed for incorporation into the Work.

H. Incorporation After Review With No Exception Noted. Every Required Submittal that is reviewed and stamped by Engineer with no exception noted shall immediately

GENERAL CONDITIONS

thereupon become a part of the Contract Documents, and the Work shown or described thereby shall be performed in conformity therewith unless otherwise required by Engineer.

I. No Liability. Review and stamping of any Required Submittal by Engineer shall be for the sole purpose of examining the general arrangement, design, and details of the proposed Work, and no review by Engineer, no noting of an exception by Engineer, and no failure to note an exception by Engineer shall relieve Contractor of the entire responsibility for the performance of the Work in full compliance with the requirements of this Contract. Engineer's review and stamping, with or without exceptions noted, of any Required Submittal shall not constitute an approval of any part of the Work shown in such Required Submittal and shall not be regarded as any assumption of risk or liability by Owner or Engineer. Contractor shall have no claim under this Contract on account of any error, omission or defect in, or revealed by, any Required Submittal so reviewed and stamped. Engineer's stamping of any Required Submittal with no exception noted shall be considered to mean merely that Engineer has no objection to Contractor proceeding, upon its own full responsibility and liability, with the Work as shown on such Required Submittal.

1.4 Administration of the Work

A. Contractor's Duty to Administer the Work. Contractor shall have full and sole responsibility for administration of the Work. Contractor's field organization shall include fully qualified and adequate management, supervisory and technical personnel to insure competent and expeditious handling of all matters related to the Work. Contractor shall have full and sole responsibility for keeping all personnel, equipment, materials, supplies, and other things required to provide, perform, and complete the Work within the designated construction area limits of the Work Site and out of areas not designated for Contractor's use. On all other lands, Contractor shall have no rights unless it obtains them from the proper parties.

Owner shall have the authority to order Contractor to remove from the Work Site any of Contractor's employees or any Subcontractors' employees who fail to discharge responsibilities, refuse to obey instructions, or who are incompetent, abusive, threatening, or disorderly in their conduct. Any such Person so removed shall not be employed again on the Work. No adjustment in the Contract Price or Contract Time shall be made as a result of such removal.

All Subcontractors and Suppliers shall be directly responsible to Contractor and shall be subject to Contractor's supervision and control. Contractor shall have the duty to coordinate all Subcontractors and Suppliers so as to avoid hindrance or interference among them and to ensure that the Work will be completed in full compliance with, and as required by or pursuant to, this Contract and within the Contract Time.

Contractor shall attend, and shall cause any Subcontractor or Suppliers whose attendance is requested to attend, any pre-construction meetings or construction progress meetings as may be necessary for the orderly performance of the Work, as determined by Owner or Engineer.

GENERAL CONDITIONS

B. Contractor's Superintendent. Contractor shall appoint and employ throughout the performance of the Work a competent superintendent who shall be approved by Owner in writing and who shall have complete charge of the Work on behalf of Contractor. Contractor's superintendent shall be at the Work Site at all times during performance of the Work. Contractor shall, before beginning the Work, and at all times during the performance of the Work, keep Owner advised in writing of such superintendent's name and address, and of telephone numbers where such superintendent may be reached at all times. Such superintendent shall not be changed without the consent of Owner unless the individual serving in that capacity leaves Contractor's employ or becomes unable to serve due to circumstances beyond the control of Contractor, which shall in no event be construed to include the necessity of employing such Person on any other contract or work. Any substitute superintendent proposed by Contractor shall be approved by Owner in writing. In any case where Owner determines the performance of Contractor's superintendent is unsatisfactory or unacceptable to Owner, Owner shall have the right to require Contractor to remove such superintendent and to replace such superintendent with a new superintendent satisfactory to Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor shall be fully responsible for conditions found at, and in the vicinity of, the Work Site. Contractor shall have no claim for damages, for compensation in excess of the Contract Price except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of these General Conditions of Contract, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions or obstructions, soils analysis, borings, test pits, buried structures, utility locations or conditions, conditions of existing structures, and similar site information or data and other investigations is or has been shown or indicated on the Contract Drawings, is or has been provided by Owner or Engineer, or is or has been otherwise made available to Contractor by Owner or Engineer, such information is or has been shown, indicated, provided, or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that contractors working on other projects may not change the conditions indicated at, and in the vicinity of, the Work Site, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching or 200 lineal feet in advance of such excavation or trenching, whichever is earlier. Contractor shall, prior to any excavation, notify the Joint Utility Locating Information for Excavators (J.U.L.I.E.), (1-800-892-0123), and, with respect to owners or operators of underground utility facilities who are not members of J.U.L.I.E., shall directly notify such non-member owners or operators and shall otherwise fully comply with the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq. Contractor shall check all dimensions, elevations, and quantities shown on the Contract Drawings and Specifications within the same time period as set forth above for prospecting underground installations. Contractor shall

GENERAL CONDITIONS

lay out the Work in accordance with the Contract Drawings and Specifications and shall establish and maintain such locations, lines and levels, except that wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and locations of such pre-existing work. Contractor shall notify Engineer of any discrepancy between the dimensions, elevations and quantities shown on the Contract Drawings and Specifications and the conditions of the Work Site or any other discrepancies which Contractor may discover during such inspections. Contractor shall make any necessary adjustments in the alignment or grade of the Work, subject to Engineer's approval, to pass around, over, or under any obstruction discovered without any equitable adjustment in the Contract Time or, except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of these General Conditions of Contract, the Contract Price.

Contractor shall maintain, during the progress of the Work, up-to-date copies of all Contract Drawings and Specifications and a continuous record of all field deviations from the Contract Drawings. Before Final Acceptance of the Work, Contractor shall submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all necessary additions and corrections to the Contract Drawings to show record conditions for verification of Engineer's drawings of record. Each such drawing shall be plainly marked "Drawing of Record" near the title block and shall be certified as to correctness by Contractor.

1.6 Safety of the Work Site

A. Contractor's Responsibility. Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all Persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable Laws, regulations, and guidelines, including without limitation OSHA, and to prevent injury to Persons and damage to property. Contractor shall employ or hire a competent safety representative or Subcontractor, who is capable of identifying predictable and existing conditions that are unsanitary, hazardous, or dangerous to Persons or property, to devise, supervise and ensure compliance with all safety precautions and programs as shall be necessary to comply with all applicable Laws, regulations, and guidelines, including without limitation OSHA, and to prevent injury to Persons and damage to property. Contractor shall advise Owner, in writing, of such safety representative's name, address, and telephone number or numbers where such safety representative may be reached at all times, 24 hours per Day, and such safety representative shall have full and complete authority to promptly correct or eliminate any such unsanitary, hazardous, or dangerous conditions. Neither Owner nor Engineer shall be responsible for conditions at the Work Site, nor for the safety of Persons or property, during the performance of the Work.

Contractor is advised that potentially hazardous conditions described in the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations, could be encountered during the performance of the Work, including without limitation energized electrical facilities and overhead wires; cranes, derricks, and other hoisting

GENERAL CONDITIONS

machinery with operational and use limitations, special hazard warnings and instructions, and revolving superstructures requiring proper barricading; underground utility facilities requiring protection, support, or removal to safeguard employees; excavations requiring, among other things, safe means of egress and protection from cave-ins, fall-ins, hazardous atmospheres, hazardous substances, and other hazardous conditions; and confined or enclosed spaces that are subject to the accumulation of hazardous substances or toxic or flammable contaminants or that have oxygen deficient or other hazardous atmospheres, requiring, among other things, independent fall protection, respiratory equipment, ventilation, two-way communication with the outside, and safe means of egress. Contractor should take special notice of the potentially hazardous conditions identified in this paragraph and take all necessary precautions to guard against such potential hazards, including without limitation conducting employee safety training and education, posting warnings and instructions, testing and inspecting, and utilizing adequate protective and emergency systems, equipment, and devices, in as much safety remains Contractor's sole responsibility under this Contract. Contractor is directed to the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, including without limitation Construction Industry Safety & Health Regulations as outlined in Part 1926 of US Dept. of Labor Chapter XVII - Occupational Safety and Health Administration, Title 29, and US Dept. of Labor Document OSHA 2202 "OSHA Safety and Health Standards Digest," ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations for a further description of these potentially hazardous conditions and the regulations applicable thereto.

Contractor is being notified of these potentially hazardous conditions so that Contractor may independently assess the potentially hazardous conditions and take the necessary precautions to ensure a safe workplace pursuant to this Contract and Contractor's legal obligations. Owner's notification of these potentially hazardous conditions should not be construed to be, nor interpreted as, an exclusive listing of the potentially hazardous conditions that could be encountered during the performance of the Work but, rather, such notice shall be construed to be, and interpreted as, exemplary only. Owner's notification of these potentially hazardous conditions should not be construed or interpreted as waiving Contractor's sole and complete responsibility for conditions at the Work Site or for providing and maintaining safe conditions at the Work Site, including the safety of all Persons and property during performance of the Work. This notification of potentially hazardous conditions is provided solely to assist Contractor in the performance of these duties, in the interest of maximum safety.

B. Traffic. Contractor shall conduct all of its operations without interruption of or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. All public and private rights-of-way not closed by permission of the proper authorities shall be maintained passable and safe by Contractor, who shall assume and have full responsibility for the adequacy and safety or provisions made therefor. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

Contractor shall, at least 48 hours in advance, notify the proper authorities in writing, with a copy to Engineer, if the closure of any public or private right-of-way is necessary. Contractor shall cooperate with the proper authorities in the establishment of alternate routes and

GENERAL CONDITIONS

shall provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.

C. Fire Protection. Access to sources of water for fire protection shall be identified and be available at all times. Fire hydrants and stop valves adjacent to the Work shall be kept clear and readily accessible to fire apparatus and no materials or other obstruction shall be placed, parked or stored within 15 feet of any hydrant or stop valve except by special permission of the proper authorities.

Only construction procedures that minimize fire hazards to the extent practicable shall be used. There shall be no open burning or confined trash fires. Combustible debris and waste materials shall be collected or removed from the Work Site each workday. Fuels, solvents, and other volatile or flammable materials shall be stored away from construction and storage areas in well-marked, safe containers. Good housekeeping, essential to fire prevention, shall be practiced by Contractor throughout the Work.

D. Accident Records; Insurance Adjusters. Contractor shall maintain an accurate record of all accidents and other incidents resulting in death, injury, or occupational disease to any Person or in damage to, or loss of, any property and shall promptly report any such accident or incident to Owner and shall provide Owner with copies of all correspondence and pleadings related thereto, including insurance claims and settlements. Contractor shall arrange for Contractor's insurance adjuster to meet with any Person affected by any such accident or other incident promptly and, in all events, within 48 hours after Contractor's receipt of notice from such Person, and a report of the insurance adjuster's findings shall be delivered to such Person within 10 days thereafter, copies of which shall be provided to Owner and Engineer.

1.7 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall remove and properly dispose of all waste and surplus materials from the Work Site each workday in such a manner as may be necessary to conform to Law. Contractor shall sweep and clean, and shall remove from the Work Site all hoses, cables, extension cords and similar materials, as may be necessary to leave the Work Site and adjacent areas in a clean and orderly condition at the end of each workday. If Contractor fails to comply with its obligations under this Section, Owner shall have the right to perform, or to have performed, such obligations and to withhold or recover the cost thereof from Contractor.

1.8 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be responsible and liable for any damages, losses, and injuries resulting from its operations. Contractor shall be fully responsible for the protection of all public and private property and all Persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, (1) provide temporary heating, covering and enclosures, to the satisfaction of Engineer, as necessary to protect the Work against damage by dampness and cold,

GENERAL CONDITIONS

to dry out the Work, and to facilitate the completion of the Work; (2) provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work, in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified; and (3) support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work.

Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatever, including damage or loss due to simultaneous work by others.

Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work.

No specific provision of this Contract to the effect that Contractor shall be responsible and liable at its sole risk and cost for the Work or any part thereof or for damage, loss, or injury caused by Contractor shall be construed to be an exclusive listing of the circumstances in which Contractor bears such responsibility and liability, but, rather, all such provisions shall be construed to be exemplary only.

Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.9 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing, which approval Owner may exercise and revoke in its sole discretion. All Subcontractors, Suppliers, and Subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. All Persons engaged in the Work, whether or not as approved Subcontractors, shall be deemed to be employees of Contractor for all purposes and Contractor hereby assumes, in addition to any liability imposed by law upon Contractor for its Subcontractors, full responsibility and liability for such Subcontractors as if they were the employees of Contractor. Nothing in this Contract shall be construed to create any contractual relationship between Owner and any Subcontractor or Supplier. All relations with approved Subcontractors and Suppliers shall be the responsibility of Contractor, and Owner shall not be responsible or obligated to deal directly with any Subcontractor or Supplier.

Contractor is responsible for providing, performing, and completing all Work that meets or exceeds specified requirements notwithstanding specific references in the Contract Drawings or Specifications to duties and obligations of other contractors, Subcontractors,

GENERAL CONDITIONS

Suppliers, manufacturers, trades, etc., all at no extra cost to Owner other than the Contract Price. All such duties and obligations specifically imposed upon such other contractors, Subcontractors, Suppliers, manufacturers, trades, etc., shall be deemed to be imposed upon Contractor.

Owner's approval of any Subcontractor, Supplier, or Subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract on or before the Completion Date or for the proper performance of all other requirements of this Contract, or for Contractor's liability on all representations and warranties made in or pursuant to this Contract. Contractor shall remain as fully responsible and liable for the acts, omissions, and performance of all Subcontractors and Suppliers as Contractor is for its own acts, omissions, and performance.

If Owner refuses to approve any Subcontractor or Supplier, or, having once approved a Subcontractor or Supplier, thereafter advises Contractor that such Subcontractor or Supplier is no longer acceptable to Owner, then Contractor shall undertake the Work itself or propose another Subcontractor or Supplier for Owner's approval. No adjustment of the Contract Price or Contract Time shall be made as a result of Owner's refusal to approve, or Owner's revocation of any approval of, any Subcontractor or Supplier.

This Section shall not be construed to prohibit Owner, if and when it exercises any of its rights under Section 6.6 of these General Conditions of Contract, from entering into an independent contractual relation with any Subcontractor or Supplier employed by Contractor, and no such relation shall be construed as interfering with any Subcontract or other relation Contractor may have with such Subcontractors and Suppliers.

B. Subcontractor and Supplier Requirements. In addition to any and all conditions and other requirements that may be imposed by Owner in its approval of any Subcontractor or Supplier, all Work performed under any Subcontract shall be subject to the same provisions set forth in this Contract for the Work performed by Contractor. Furthermore, every Subcontract shall include at least the following provisions:

1. Flow-down. A statement that this Contract has been reviewed by the Subcontractor or Supplier; that Subcontractor or Supplier agrees to be bound by the terms, provisions and conditions of this Contract so far as they are applicable to the Work under its Subcontract; that Subcontractor or Supplier agrees to assume all obligations and responsibilities of Contractor under this Contract; and that Subcontractor or Supplier agrees to be bound by and governed by any change or alteration in this Contract.
2. Discrimination. The provisions of the Public Works Employment Discrimination Act, 775 ILCS 10/1 et seq., shall be printed or otherwise inscribed on the face of the Subcontract.

GENERAL CONDITIONS

3. **Laws.** A statement substantially identical to Section 6.11 of the Contract Agreement requiring Subcontractor or Supplier to comply with all Laws.
4. **Application of Payments.** A statement that Subcontractor or Supplier agrees that all funds received directly or indirectly from Owner shall be applied to the payment or reimbursement of the costs for which they were paid and not to any preexisting or unrelated debt between Contractor and Subcontractor or Supplier.
5. **No Compensation for Delay.** A statement substantially identical to Subsection 2.3D of these General Conditions of Contract to the effect that there shall be no payment, compensation, damages, or adjustment of any kind, other than an extension of time, because of hindrances or delays, whether avoidable or unavoidable, from any cause in the commencement, provision, performance, or completion of the Work under the Subcontract.
6. **Termination for Convenience of Contractor.** A statement that the Subcontract may be terminated for the convenience of Contractor, if this Contract is terminated for any reason by Owner or if Owner exercises its right to require termination of the Subcontract; provided, however, that no such termination shall defeat Owner's rights under Paragraph 1.9B7 below.
7. **Conditional Assignment.** A statement that Subcontractor or Supplier agrees to the assignment of the Subcontract to Owner, at Owner's option exercised by written notice to Subcontractor or Supplier and without further action, if this Contract is terminated by Owner and that no such assignment shall be construed as interfering with Subcontractor's or Supplier's Subcontract with Contractor.
8. **Dispute Resolution.** A statement that in case of any dispute or claim between Subcontractor or Supplier and Contractor involving Owner, or between Contractor and Owner involving Subcontractor or Supplier, Subcontractor or Supplier agrees to be bound by the provisions in this Contract pertaining to the resolution of disputes to the same extent that Contractor is bound to Owner by the terms of this Contract; and that Subcontractor or Supplier agrees to be bound by any and all decisions or determinations made thereunder as authorized in this Contract; and that Subcontractor or Supplier agrees to join in, or consolidate any claim it may have with, any related pending dispute resolution proceeding or to allow such joinder or consolidation of other related claims with its claim; and that Subcontractor or Supplier agrees that, pending the final disposition of any dispute or claim under or in any way relating to

GENERAL CONDITIONS

the Subcontract, Subcontractor or Supplier shall proceed diligently with all Work to be performed by it under its Subcontract.

9. Representations and Warranties. A statement of representations and warranties substantially identical to Article III of the Contract Agreement.

1.10 Simultaneous Work By Others

A. By Owner. Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor.

B. Coordination. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall keep itself informed of the progress and the detail of such other work; shall afford Owner and other contractors reasonable opportunity for the execution of such other work; shall properly connect and coordinate the Work with such other work; and shall notify Engineer immediately of lack of progress or defective workmanship in the provision, performance, or completion of such other work in any case where such lack of progress or defective workmanship will or may interfere with the Work or the operations of Contractor or its Subcontractors. Whenever there is a conflict between the Work and such other work, Engineer shall, upon request of Contractor or the Person performing such other work, determine the manner in which such conflict shall be resolved or accommodated. Contractor shall proceed at its own risk in the event Contractor fails to request such determination from Engineer.

C. By Others. Contractor acknowledges that other contractors not under the direction or control of Owner may be encountered in the performance of the Work by Contractor. Contractor shall perform the Work in such a manner as to enable both the Work and the work of such other contractors to be completed without hindrance or interference from each other.

D. Changes. If other contractors, regardless of whether such contractors are under the direction or control of Owner or are not under the direction or control of Owner, change the conditions found at, or in the vicinity of, the Work Site, both Contractor and Owner shall treat the new conditions as if they were previously existing conditions. Owner shall not be entitled to any credits and Contractor shall not be entitled to any equitable adjustment in the Contract Price as a result of such changes except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of these General Conditions of Contract.

E. Claims. If the Work or any of Contractor's operations or property is damaged by any other Person, Contractor shall make its claim directly against such Person. If a dispute develops between Contractor and any such other Person concerning the responsibility for any such damage, the dispute shall be resolved with such other Person by whatever method may be available and appropriate, but such dispute shall not be cause for delay in the restoration of the damaged Work, and Contractor shall restore the Work immediately. Failure of Contractor to comply with this Subsection shall entitle Owner to perform, or to have performed, all Work

GENERAL CONDITIONS

necessary for compliance with this Subsection and to withhold or recover from Contractor the cost of such Work.

1.11 Occupancy Prior to Final Acceptance

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Acceptance of the Work. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, nor shall it be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.12 Suspension or Termination of Work for Convenience

A. Suspension for Convenience. Owner shall have the right at any time, by Change Order, for its convenience, to suspend, for such period of time as may be determined by Owner to be necessary or desirable for the convenience of Owner, and thereafter to require resumption of, the whole or any part of the Work, without invalidating the provisions of this Contract. Contractor shall not be entitled to any equitable adjustment in the Contract Price as a result of any such suspension for convenience of Owner.

B. Termination for Convenience. Owner shall have the right at any time, by Change Order, for its convenience, to terminate the Work in whole or in part.

C. Owner's and Contractor's Obligations. Every Change Order issued pursuant to Subsection 1.12A or Subsection 1.12B shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or Subcontracts, terminate or suspend Work under existing orders and Subcontracts, cancel any outstanding orders or Subcontracts that can be canceled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

D. Payments for Completed Work. In the event of any termination pursuant to Subsection 1.12B above, Owner shall pay Contractor (1) such direct costs, determined in accordance with generally accepted accounting practices in the construction industry, consistently applied, and excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, or as required by or pursuant to, this Contract up to the effective date of termination, together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of any such termination. The total payment to be made to Contractor by reason of such termination shall not in any event exceed a percentage of this Contract equal to the proportion that the Work completed prior to the effective date of termination bears to the total Work required by this Contract. Any such payment shall be offset by any prior payment

GENERAL CONDITIONS

or payments and shall be subject to Owner's rights to withhold or deduct as provided in this Contract.

1.13 Charge for Overtime Engineering

Owner shall have the right to charge Contractor for engineering and inspection services in connection with any Overtime Work. Such charge shall be \$85.00 for each hour of Overtime Work multiplied by the number of Engineer's personnel reasonably required to be present during such Overtime Work. If the amount due Contractor is not sufficient to cover such charge, Contractor shall reimburse Owner upon demand. For purposes of this provision, Overtime Work shall mean any Work conducted beyond the regular eight-hour workday, or at any time on Saturdays, Sundays, or federal, state or local holidays.

ARTICLE II **CHANGES AND DELAYS**

2.1 Changes

A. Field Adjustments. No equitable adjustment shall be made in the Contract Price, and no Change Order, other than a possible Balancing Change Order pursuant to Paragraph 5.1C2 of these General Conditions of Contract, shall be issued, for field adjustments in the Work ordered by Owner or resulting from, arising out of, or in any way related to, conditions found at, or in the vicinity of, the Work Site, including subsurface, underground or other concealed conditions or obstructions, buried structures, utility locations or conditions, adverse soil conditions, changed site conditions due to work by other contractors, and similar site conditions, that, in combination with all Change Orders and all other field adjustments, increase the quantity of any Unit Price Item by 20 percent or less of the approximate quantity for that Unit Price Item set forth in the Schedule of Prices, or increase the quantity of discrete units comprising any lump sum component part of the Work by 20 percent or less of the quantity of discrete units comprising that lump sum component part of the Work set forth in the Breakdown Schedule, as the case may be. Contractor shall be solely responsible for dealing with such field adjustments and Owner shall not be entitled to any credits and Contractor shall not be entitled to any equitable adjustments in the Contract Price as a result of such field adjustments. For Work to be paid on a Unit Price basis, any such increases in the quantity of any Unit Price Item shall be paid for at the respective Unit Price for each such Unit Price Item set forth in the Schedule of Prices. For lump sum Unit Prices, the percentage of increase, and the amount to be paid for such field adjustments, shall be determined on the basis of the number of discrete units comprising such lump sum Unit Price Item set forth in the Breakdown Schedule for that lump sum Unit Price Item. For Work to be paid on a lump sum basis, no amounts shall be paid for such increases in any lump sum component part of the Work other than the lump sum amount included in the Breakdown Schedule for that lump sum component part of the Work.

B. Change Orders. Owner shall have the right to issue Change Orders to Contractor without the consent of Contractor and without notice to any surety of Contractor. Owner shall also issue Change Orders making an equitable adjustment in the Contract Price for any field adjustment as set forth in Subsection 2.1A above that, in combination with all Change

GENERAL CONDITIONS

Orders and all other field adjustments pursuant to Subsection 2.1A above, increase the quantity of any Unit Price Item by more than 20 percent of the approximate quantity for that Unit Price Item set forth in the Schedule of Prices, or increase the quantity of discrete units comprising any lump sum component part of the Work by more than 20 percent of the quantity of discrete units comprising that lump sum component part of the Work set forth in the Breakdown Schedule, as the case may be, but only for that portion of Work that exceeds 120 percent of said quantity or discrete units comprising a lump sum component part of the Work. For lump sum Unit Prices, the percentage of increase shall be determined on the basis of the number of discrete units comprising such lump sum Unit Price Item set forth in the Breakdown Schedule for that lump sum Unit Price Item.

Contractor shall promptly comply with every Change Order, notwithstanding any disputes or objections concerning such Change Order. No Change Order shall be construed to invalidate this Contract not to entitle Contractor to additional compensation except and only to the extent provided in Sections 2.2 and 2.3 below.

No Balancing Change Order issued pursuant to Paragraph 5.1C2 of these General Conditions of Contract shall constitute, be deemed to be, or operate as, an equitable adjustment in the Contract Price.

C. Classification. For purposes of Subsections 2.1A and 2.1B above, in determining whether an equitable adjustment in the Contract Price shall be made based upon any field adjustment, any increase in any component part of the Work included or subsumed within a Unit Price Item as defined in the Contract Drawings and Specifications, or included or subsumed within a discrete unit comprising a lump sum component part of the Work set forth in the Breakdown Schedule, as the case may be, shall be classified under such Unit Price Item or discrete unit, and the fact that Contractor uses a different method of providing, performing, and completing such field adjustment than originally contemplated shall not be a basis for not classifying such Work under one or more of the Unit Price Items set forth in the Schedule of Prices, or under one or more of such discrete units set forth in the Breakdown Schedule, as the case may be.

2.2 Equitable Adjustments

Subject to the limitations set forth in this Article II, if any Change Order causes an increase or decrease in the amount of the Work or if a Change Order is required to be issued for certain field adjustments as set forth in Subsection 2.1B above, an equitable adjustment in the Contract Price or Contract Time may, upon the request of either Owner or Contractor, be made pursuant to Section 2.3 or Section 2.4 of these General Conditions of Contract.

Any Change Order issued that does not include an equitable adjustment in the Contract Price or Contract Time shall be construed to be a determination by Owner that Contractor is not entitled to any equitable adjustment by reason of such Change Order. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time based on a Change Order shall be made, whenever feasible, before Contractor proceeds with any Work pursuant to such Change Order and shall, in all events, be made no later than two business days after receipt of such Change Order. All such claims shall, if not made prior to such time, be

GENERAL CONDITIONS

conclusively deemed to have been waived. Any claims by Contractor for an equitable adjustment in the Contract Price or Contract Time that have not been included, or fully included, in a Change Order shall not relieve Contractor of its responsibility to proceed without delay to perform the Work in compliance with the Change Order.

No equitable adjustment shall be made in the Contract Price or Contract Time on the basis that the Work is, or has become, more difficult than Contractor's Price Proposal would reflect or because of any risk or change in the Work that Contractor is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price or Contract Time as set forth in Subsection 2.1A above and in Subsection 2.4A below.

2.3 Contract Price Adjustments

A. Increased Work. If any Change Order causes an increase in the amount of the Work or if a Change Order is required to be issued for certain field adjustments as set forth in Subsection 2.1B above ("Increased Work"), then Engineer shall determine, and include in such Change Order, subject to the limitations of Sections 2.1 and 2.2 above, the amount of the equitable adjustment in Contract Price, if any, to be allowed. Such determination shall be made as follows:

1. **Unit Prices.** If the Schedule of Prices provides Unit Prices and if the Increased Work or any part thereof that can be classified under one or more of the Unit Price Items set forth in the Schedule of Prices, then such Increased Work or part thereof classified under such Unit Price Item shall be paid for at the Unit Price listed in the Schedule of Prices for such Unit Price Item unless, for good cause shown, Contractor and Owner agree upon either a greater or lesser Unit Price for such Increased Work or part thereof or unless Owner, in its sole discretion, elects not to pay for the Increased Work or part thereof on the basis of Unit Prices, in which event, such Increased Work shall be paid for as set forth in either Paragraph 2.3A2 or Paragraph 2.3A3 below.
2. **Agreed Prices.** If the Schedule of Prices does not provide Unit Prices or if the Increased Work or any part thereof can not be classified under one or more of the Unit Price Items set forth in the Schedule of Prices or if Owner elects, pursuant to Paragraph 2.3A1 above, not to pay for the Increased Work or part thereof on the basis of Unit Prices, then such Increased Work or part thereof shall be paid for on the basis of such lump sum price or such time and material prices as Owner and Contractor may agree prior to the commencement of such Increased Work unless Owner elects, in its sole discretion, to pay for such Increased Work or part thereof as set forth in Paragraph 2.3A3 below.
3. **Reasonable Cost Plus.** Any Increased Work or part thereof not paid for pursuant to Paragraphs 2.3A1 or 2.3A2 above shall, to the extent

GENERAL CONDITIONS

entitled to be paid for pursuant to this Contract, be paid for at the reasonable cost of such Increased Work or part thereof, as determined by Engineer, in the manner provided in this Paragraph.

Except as hereinafter limited, the reasonable cost of Increased Work shall include the reasonable cost, as determined by Engineer, to Contractor of all personnel employed and all equipment, materials, and supplies used, on the Increased Work for the period of such employment or use.

The reasonable cost of Increased Work shall include amounts paid, if any, for Social Security, insurance such as workers' compensation, other direct assessments upon Contractor's payroll by authorized public agencies, and other approved assessments such as union benefits not normally included in payments made directly to employees but customarily recognized as part of the payroll cost of doing the Work.

The reasonable cost of Increased Work shall not include insurance not directly related to payroll expenses such as liability insurance or property damage insurance.

The reasonable cost of Increased Work shall not include the cost of any purchase or rental of any buildings or small tools.

The reasonable cost of Increased Work shall not include the cost of any personnel above the level of foreman or the cost of Contractor's office and engineering staff.

The reasonable cost of all equipment used on the Increased Work shall be based upon the monthly rental rates set forth in the most recent edition of "RENTAL RATE BLUEBOOK FOR CONSTRUCTION EQUIPMENT" published by Nielson/DATAQUEST or a similar publication approved by Engineer (the "Approved Rate"). The reasonable hourly cost of equipment shall be calculated by multiplying the Approved Rate (without consideration of overtime charges or charges for fuel and oil) by 12 and dividing the product by 2,080. If the Increased Work requires the use of equipment not already on the Work Site, or not already required to be provided at the Work Site under the terms of this Contract, the cost of transportation, not exceeding a distance of 100 miles, of such equipment to and from the Work Site shall be considered part of the reasonable cost of the Increased Work.

Contractor may add a maximum of fifteen percent of the reasonable costs set forth above to cover the costs of use of capital, overhead,

GENERAL CONDITIONS

and profit, including premiums on any Bonds or insurance on account of the Increased Work (except as hereinbefore permitted for direct reimbursement, and profit and overhead of any and all Subcontractors and Suppliers performing all or any part of the Increased Work.

Contractor shall keep a daily record of all Increased Work provided, performed, or completed by Contractor or any Subcontractor or Supplier. The daily record shall include the nature of the Increased Work performed, the names of all personnel employed and the hours worked by each, the equipment, materials and supplies used, including, where appropriate, the quantities used and the hours of use. To constitute verification that Increased Work was provided, performed, or completed, the daily record for each Day must be signed by both Contractor and Engineer not later than the end of the following business day. Contractor's failure to so keep and so verify such a daily record shall constitute a waiver of any claim for compensation for Increased Work.

In the event of any dispute as to the reasonableness of the method or manner of performing any Increased Work, or the cost thereof, including, but not limited to, personnel or equipment requirements to perform the Increased Work, Contractor shall provide all supporting documentation, including cancelled checks, payroll documentation, and any relevant union requirements or regulations. In the absence of such supporting documentation, Engineer's determination of the reasonableness of the chosen method or manner of performing the Increased Work, of the cost thereof, and, if unreasonable, of the reasonable cost of providing, performing, and completing the Increased Work if a reasonable method or manner or cost had been chosen, shall be conclusive and binding on Contractor.

4. For purposes of Paragraphs 2.3A1 and 2.3A2, in determining whether the Increased Work or any part thereof can be classified under one or more of the Unit Price Items set forth in the Schedule of Prices, any increase in any component part of the Work included or subsumed within a Unit Price Item as defined in the Contract Drawings and Specifications shall be classified under such Unit Price Item and the fact that Contractor uses a different method of providing, performing, and completing Increased Work than Contractor originally contemplated shall not be a basis for not classifying Increased Work under one or more of the Unit Price Items set forth in the Schedule of Prices.

GENERAL CONDITIONS

5. Except as set forth above, no claim for compensation in excess of the Contract Price shall be made or allowed on account of Increased Work.

B. Decreased Work. If any Change Order causes a decrease in the amount of the Work (“Decreased Work”), then Engineer shall determine, and include in such Change Order, (1) the amount of the equitable adjustment in the Contract Price to be credited to Owner based on the value of the Decreased Work determined in accordance with Subsection 5.1C of these General Conditions of Contract and (2) the allowance, if any, due Contractor for any actual loss incurred in connection with the purchase, delivery, and subsequent disposal of equipment, materials, or supplies that would have been used on the Work but for the Change Order and that could not be returned to their source for credit or used in any part of the Work as actually provided, performed and completed. In no event shall any Decreased Work entitle Contractor to make a claim for damages, anticipated profits, or any other compensation except the aforesaid allowance for actual loss incurred for such unused and unreturned equipment, materials, or supplies. Ownership of any such unused equipment, materials, or supplies paid for by Owner shall, at Owner’s option, be conveyed to Owner.

C. Netting of Price Adjustments. When both Increased Work and Decreased Work result from a single Change Order, the allowance for overhead and profit pursuant to the reasonable cost method of Paragraph 2.3A3 above, if utilized, shall be figured on the basis of the net increase, if any, in the Work.

D. No Compensation for Delays. Contractor shall not claim or be entitled to any payment, compensation, damages, or adjustment of any kind, other than a possible extension of the Contract Time, if applicable, as provided for in Subsection 2.4C below, because of hindrances or delays, whether avoidable or unavoidable, from any cause in the commencement, provision, performance, or completion of the Work, including but not limited to:

1. Any act, error, omission or interference of Owner, Engineer, or any other Person, including, without limitation, late, changed, or erroneous Bidding Documents or Contract Documents; changes in sequence, suspensions, accelerations, or de-accelerations of the Work; lack of access, rights-of-way, or easements for the Work; lack of approvals, decisions, or payments; issuance of Change Orders; or occupancy, use, or placement into service of the Work prior to Final Acceptance;
2. Differing or unanticipated conditions at, or in the vicinity of, the Work Site;
3. The simultaneous presence and operations of other contractors;
4. Strikes, lockouts, or labor or material shortages;
5. Fires or other casualties;

GENERAL CONDITIONS

6. Delays in transportation; and
7. Acts of God or natural phenomena, whether or not such phenomena are unusual or unusually severe considering the time of year and the particular locality involved.

Contractor expressly agrees that it will accept in full satisfaction for all such delays and hindrances a possible extension of the Contract Time, if applicable, as provided in Subsection 2.4C below and that it will make no claim for, nor be entitled to, equitable adjustment of the Contract Price; or any compensatory, acceleration, or disruption damages; or any other damages or costs of any kind or nature for any such delays or hindrances, including, but not limited to, damages or costs resulting from, arising out of, or in any way related to increases in time-related costs; increases in costs of labor, equipment, materials, or supplies; costs of additional personnel; costs of additional equipment; costs of additional premium time for personnel or equipment; increase in costs for Bond or insurance premiums; lower labor productivity; lost profits or alternative income; effects on other contracts; and costs of demobilization and remobilization.

2.4 Extensions of Contract Time

A. Anticipated Delays. Difficulties or obstructions that may arise out of, or be encountered as a result of, adverse weather conditions, equipment breakdowns, subsurface, underground or other concealed conditions or obstructions, buried structures, utility locations or conditions, adverse soil conditions, and changed site conditions due to work by other contractors are inherent in the nature of the Work of this Contract. Allowances and contingencies for dealing with such difficulties or obstructions are to be allowed for in Contractor's schedule and shall not be treated as unavoidable delays pursuant to Subsection 2.4C below. Changes in the sequence in which the Work is provided, performed, and completed resulting from delays or hindrances that affect only part of the Work but not the provision, performance, or completion of other parts of the Work, nor completion of the whole of the Work, are also inherent in the nature of the Work of this Contract. Allowances and contingencies for such changes are to be allowed for in Contractor's schedule and shall not be treated as unavoidable delays pursuant to Subsection 2.4C below.

B. Extensions for Increased Work. Subject to Subsection 2.4A above, when a Change Order causes an increase in the time required to complete the Work, an extension of the Contract Time shall be granted as part of such Change Order for a period of time equal to the additional time required to complete the Work.

C. Extensions for Unavoidable Delays. Subject to Subsection 2.4A above, for any delay or hindrance in completing the Work that may result from causes that could not be avoided or controlled by Contractor, as determined by Owner, Contractor shall upon timely written application, immediately upon the occurrence of any event giving rise to such unavoidable delay and, in any event, no later than two business days thereafter, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause.

GENERAL CONDITIONS

D. Extensions for Suspensions. If Owner orders Contractor to suspend the whole of the Work or to suspend a part of the Work that increases the time required to complete the Work, Owner shall, unless such suspension was due to Contractor's failure to perform in accordance with the requirements of this Contract, extend the Contract Time for a period of time equal to the delay caused by such suspension.

2.5 Constructive Change Orders

Sections 2.2 through 2.4 set forth the sole means by which an equitable adjustment in the Contract Price or Contract Time shall be allowed. No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order initiated by Owner pursuant to Section 2.1 or requested by Contractor, and approved by Owner, pursuant to this Section 2.5. If Owner fails to issue a Change Order including, or fully including, an equitable adjustment in the Contract Price or Contract Time to which Contractor claims it is entitled under Sections 2.2 through 2.4, Contractor may assert a claim that it is entitled to a constructive change order for, but only for, the equitable adjustment due under said Sections pursuant to the procedures of this Section 2.5. If Contractor believes that any requirement, direction, instruction, interpretation, determination, or decision of Owner or Engineer entitles Contractor to an equitable adjustment in the Contract Price or Contract Time under Sections 2.2 through 2.4 that has not been included, or fully included, in a Change Order, then Contractor shall submit to Engineer, with a copy to Owner, a written request for the issuance of, or revision of, a Change Order, including the equitable adjustment, or the additional equitable adjustment, in the Contract Price or Contract Time that Contractor claims has not been included, or fully included, in a Change Order. Such request shall, whenever feasible, be submitted before Contractor proceeds with any Work for which Contractor claims an equitable adjustment is due and shall, in all events, be submitted no later than two business days after receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision. Upon receipt by Engineer of any such request, the parties shall proceed as provided in Article VI of these General Conditions of Contract pertaining to disputes and remedies. Notwithstanding the submission of any such request, Contractor shall proceed without delay to perform the Work as required, directed, instructed, interpreted, or decided by Owner or Engineer and shall, pending a final resolution of the issue, keep a daily record of such Work in the manner provided in Paragraph 2.3A3 above. Unless Contractor submits such a request within two business days after receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed (1) to have agreed that such requirement, direction, instruction, interpretation, determination, or decision does not entitle Contractor to an equitable adjustment in the Contract Price or Contract Time and (2) to have waived all claims based on such requirement, direction, instruction, interpretation, determination, or decision.

2.6 No Waiver and Release

Except to the extent embodied in a Change Order, neither the provisions of this Article II nor any communication between or among Owner, Engineer, and Contractor shall operate to relieve Contractor of its duty to perform the Work in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time, and for the Contract Price, or to release or discharge Contractor from any duty arising under this Contract.

GENERAL CONDITIONS

2.7 No Other Compensation

No payments, compensation, damages, reimbursements, or monetary consideration of any kind shall be paid or owing to Contractor in connection with, or arising out of, this Contract other than, and subject to deduction as provided for in this Contract, the lump sum amount or amounts stated in the Schedule of Prices, for Work to be paid on a lump basis, the Unit Price stated in the Schedule of Prices for each acceptable unit of each Unit Price Item installed and complete in place, measured on the basis defined in the Contract Drawings and Specifications or, in the absence of such definition, on the basis determined by Engineer, for Work to be paid on a Unit Price basis, the equitable adjustment in the Contract Price included in any Change Order, and any bonuses provided for, and only to the extent provided in, the Special Conditions of Contract. Contractor shall not claim or be entitled to any other payment, compensation, damage, reimbursement, or monetary consideration of any kind for the provision, performance, or completion of the Work.

2.8 Specific References Exemplary

No specific provision of this Contract to the effect that there shall be no change or adjustment in the Contract Price or Contract Time shall be construed to be an exclusive listing of the circumstances in which there shall be no adjustment in Contract Price or Contract Time, but, rather, all such provisions shall be construed to be exemplary only.

ARTICLE III **CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK**

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner, by Engineer, by any public authority having jurisdiction, and by any other Person designated by Owner. Contractor shall furnish, at its own expense, all reasonable access, assistance, and safe and proper facilities required by such Persons for such inspection and testing, both at the Work Site and at any Subcontractor's or Supplier's plant or other source of supply, with full permission to take samples of any materials or supplies that may or might be used in the Work, at Contractor's own expense. Contractor shall notify Owner and Engineer of the readiness of any part of the Work for any inspection or test that may be required by or pursuant to this Contract or applicable Laws. Owner and Engineer shall perform all of their inspections and tests so as not to delay the Work unduly, but Contractor shall schedule the Work in light of the need for time to perform such inspections and tests. No part of the Work as to which any specific inspection or test is required shall be covered or closed until such inspection or test has been completed. If such Work is covered or closed, then it shall be uncovered or opened and, after the inspection or test, recovered or reclosed, by Contractor, all at Contractor's expense.

B. Additional Inspections. If any Work for which an inspection or test is not required by this Contract has been covered or closed so as to prevent inspection or testing, Owner shall nevertheless have the right to order such Work to be inspected or tested and, if so ordered, such Work shall be uncovered or opened by Contractor. If the Work thus uncovered or opened is

GENERAL CONDITIONS

found to be free from defects, damage, and flaws and to be suitable for its intended purpose and to be otherwise in conformity with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, re-testing, covering, or closing, as the case may be. If the Work uncovered or opened is not free from defects, damage, and flaws or is not suitable for its intended purpose or is otherwise not in conformity with this Contract, then Contractor shall pay all such costs.

C. Re-Inspections. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work thus uncovered or opened is found to be free from defects, damage, and flaws and to be suitable for its intended purpose and to be otherwise in conformity with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, re-testing, covering, or closing, as the case may be. If the Work uncovered or opened is not free from defects, damage, and flaws or is not suitable for its intended purpose or is otherwise not in conformity with this Contract, then Contractor shall pay all such costs.

D. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract and shall pay to Owner all resulting costs, expenses, losses, or damages suffered by Owner as a result of any such defect, damage, flaw, unsuitability or nonconformity.

E. No Waiver. No inspection or test, failure to inspect or test, or waiver of inspection or testing by Owner or Engineer shall relieve Contractor of its duty to complete the Work in full compliance with, and as required by or pursuant to, this Contract. Failure or neglect on the part of Engineer to condemn Work that is defective, damaged, flawed, unsuitable, or nonconforming shall not be construed as acceptance of such Work nor as a waiver of compliance with the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. Contractor further warrants that the strength of all parts of all equipment, materials, and supplies incorporated into the Work shall be adequate and as specified and sufficient to meet the performance requirements of this Contract. The warranty herein expressed shall not be the sole and exclusive warranty but, rather, shall be in addition to any other warranties expressed in this Contract, or expressed or implied by Law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in the Contract Drawings and Specifications, in the Special Conditions of Contract, or by Law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be

GENERAL CONDITIONS

extended for a period of one year from the date of such repair or replacement. Nothing contained in this Subsection 3.2B shall be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and has no relationship to the time within which the obligations to comply with this Contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct the Work.

3.3 Contractor Duty to Correct Without Delay

In the event of any claim by Owner pursuant to Section 3.1 or Section 3.2 above that the Work is defective, damaged, flawed, unsuitable, nonconforming, or that the Work fails to fulfill the above warranty, Contractor shall be given a reasonable opportunity to confirm the validity of such claim, but Contractor shall not, unless authorized in writing by Owner, delay correction of the claimed defect, damage, flaw, unsuitability, nonconformity, or failure while making such determination. In the event any such claim is shown to be invalid following such correction by Contractor, Owner shall pay the cost of such correction.

3.4 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 above, Contractor fails, refuses, or neglects to make, or to undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

If in the judgment of Owner, the delay required to give Contractor the aforesaid two business days notice would cause serious damage or loss that could be avoided by immediate action, Owner shall have the right, without giving prior notice to Contractor, to perform, or to have performed, all work necessary to make the corrections and to recover from Contractor the cost of such corrections. In such event, Contractor shall be notified as promptly as possible and shall assist, whenever possible, in making the necessary corrections.

3.5 Subcontractor and Supplier Warranties

Whenever the Special Conditions of Contract or the Specifications require a Subcontractor or Supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

Whenever the Special Conditions of Contract or the Specifications require a Subcontractor or Supplier to provide a guaranty or warranty, Contractor shall be solely responsible to obtain from the guarantying or warranting Person a written certification, in form satisfactory to

GENERAL CONDITIONS

Owner, that (1) all things required for the successful operation of the warranted item in accordance with the Specifications have been designed, manufactured and installed in accordance with all requirements of the guarantying or warranting Person; (2) all requirements and conditions necessary to validate the guaranty or warranty, whether specified in this Contract or not, have been complied with; and (3) all procedures necessary to maintain the guaranty or warranty in full force and effect during the applicable guaranty or warranty period, including but not limited to maintenance obligations and storage conditions, have been provided to Owner in writing and written acknowledgments of all such disclosed procedures have been provided by Owner to the warranting or guarantying Person. Acceptance of any such certification by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its obligations under this Contract to provide additional or other certifications.

ARTICLE IV **INSURANCE**

4.1 Required Coverages

Contractor shall, prior to and at all times while providing, performing, or completing the Work, including, without limitation, at all times while repairing, correcting, or replacing all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or that fails to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of these General Conditions of Contract, procure, maintain, and keep in force, at Contractor's expense, all insurance necessary to protect and save harmless Owner, his agents, representatives, Engineer, employees or subcontractors, the Work, the Work Site, and all property located at or about the Work Site, including but not limited to the insurance coverages specified in Section 4.3 below and in Section 4 of the Special Conditions of Contract ("Required Coverages").

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

1. The member, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the member, its officials, agents, employees and volunteers.

GENERAL CONDITIONS

2. The Contractor's insurance coverage shall be primary as respects the member, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the member, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the member, its officials, agents, employees and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the member, its officials, agents, employees and volunteers as additional insureds.
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by member. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

B. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the member, its officials, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

4.2 Insurance Companies and Policies

All Required Coverages shall be provided by insurance companies rated A minus or better in Best's Insurance Guide and otherwise acceptable to, and approved by, Owner. Required Coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. No policy may have a deductible or self-insured retention of more than one percent of the policy limit. Contractor shall furnish to Owner two copies of a certificate of insurance and one copy of an insurance policy for

GENERAL CONDITIONS

each Required Coverage. The member reserves the right to request full certified copies of the insurance policies and endorsements. Each insurance policy required shall have the member expressly endorsed onto the policy as a Cancellation Notice Recipient. Each such certificate and policy shall be in a form satisfactory to Owner and shall provide that no change, modification in, or cancellation of the insurance represented by it shall become effective until the expiration of 30 Days after written notice thereof shall have been given by the insurance company to Owner and any Additional Insured.

4.3 Minimum Coverages

Unless otherwise provided in the Special Conditions of Contract, Contractor shall, prior to and at all times while, providing, performing, or completing the Work, procure, maintain, and keep in force, at Contractor's expense, at least the following minimum insurance coverages:

1. Workers' Compensation and Employer's Liability with limits not less than:
 - (a) Workers' Compensation: Statutory;
 - (b) Employer's Liability:
 - \$1,000,000 injury-per occurrence
 - \$1,000,000 disease-per employee
 - \$1,000,000 disease-policy limit

Such insurance shall evidence that coverage applies to the State of Illinois and contain an "all States" endorsement.

2. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 for vehicles owned, non-owned, or rented.

All employees must be included as insureds.

3. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:
 - (a) General Aggregate: \$10,000,000
 - (b) Bodily Injury:
 - \$1,000,000 per person
 - \$2,000,000 per occurrence
 - (c) Property Damage:

GENERAL CONDITIONS

\$1,000,000 per occurrence

- (d) Environmental Impairment / Pollution Liability: \$1,000,000 or as otherwise approved or required by Owner

Coverages shall include:

- Premises Operations
- Products/Completed Operations (to be maintained for two years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions contained in clause 4 of Section 4.3 of the Contract Agreement)
- Bodily injury and property damage

“X”, “C”, and “U” exclusions shall be deleted.

Blasting exclusions shall be deleted if Work involves blasting.

All employees shall be included as insureds.

4. [DELETED]
5. Owner’s and Contractor’s Protective Liability Insurance. Contractor, at its sole cost and expense, shall purchase this insurance in the names of Owner and Engineer for the period between the Commencement Date and Final Payment, with a combined single limit of liability for bodily injury and property damage of \$5,000,000.

The named insureds for this insurance shall be the Village of Lake in the Hills, its officials, agents, employees, and volunteers, and HR Green, Inc. (the “Named OCP Insureds”). The coverage afforded the Named OCP Insureds by this insurance shall be primary insurance for the Named OCP Insureds. If the Named OCP Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurance company’s liability under this policy of insurance

GENERAL CONDITIONS

shall not be reduced by the existence of such other insurance. This policy of insurance shall be specifically endorsed to provide such primary coverage for Owner and Engineer. In addition to the submittal requirements of Section 4.2 above, Contractor shall furnish to Engineer one copy of a certificate of insurance for this Required Coverage.

4.4 Additional Coverages

The insurance coverages and limits required by Section 4.3 above shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance as required by Section 4.1 above or on Contractor's liability for losses and damages under this Contract. Contractor shall at all times carry such additional coverages and limits as may be necessary to fully comply with this Contract.

4.5 Subcontractor Insurance

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

4.6 Safety/Loss Prevention

1. Safety/Loss Prevention Program Requirements

- (a) Successful bidder will provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal.
- (b) Evidence of completed employee safety training will be provided, if required by the Owner.

2. Regulatory Requirements

- (a) Successful bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of

GENERAL CONDITIONS

the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1, et seq.), the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

- (b) Evidence of specific regulatory compliance will be provided by bidder, if required by Owner.

ARTICLE V PAYMENT

5.1 Progress Payments

A. General. Owner shall pay to Contractor in monthly installments, subject to any additions, deductions, or withholdings provided for in this Contract, 90 percent of the Value of the Work, determined in the manner set forth in Subsection 5.1C below, installed and complete up to the Day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner shall not exceed 90 percent of the Contract Price.

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Engineer four originally executed copies of a request for payment in the form provided by Owner and accompanied by such supporting data and documentation as may be required by this Contract or by Owner or Engineer ("Pay Request"). The first Pay Request shall be submitted not sooner than 30 Days following the Commencement of the Work. Owner may, by written notice to Contractor, designate a specific Day of each month on or before which Pay Requests must be submitted.

Pay Requests shall include the following minimum data and documentation, all of which shall be on forms supplied by, or otherwise acceptable to, Owner:

- (i) Contractor's certification of the Value of the Work for which payment is then requested. If such certification is accepted by Engineer, it shall constitute the Value of the Work for the purpose of determining the amount of the current Progress Payment. If such certification is not accepted by Engineer, and if Engineer and Contractor are unable to agree as to the Value of the Work in question, such value shall, for the purpose of determining the amount of the current Progress Payment, be determined by Engineer in accordance with Subsection 5.1C below.

GENERAL CONDITIONS

- (ii) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.
- (iii) Contractor's Sworn Statement.
- (iv) Contractor's partial or final waiver of lien in the approved standard Village of Lake in the Hills format.
- (v) Subcontractors' and Suppliers' Sworn Statements.
- (vi) Subcontractors' and Suppliers' partial or final waivers of lien in the approved standard Village of Lake in the Hills format..
- (vii) Such other receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to Owner's satisfaction, Contractor's, and its Subcontractors' and Suppliers', entitlement to the Progress Payment being requested, prior payment for all labor, equipment, materials, supplies, and other things covered by the Pay Request; and the absence of any interest, whether in the nature of a Lien or otherwise, of any Person in the Work, the Work Site, or any other property belonging to, or being held by, Owner.

C. Value of Work. The Value of the Work shall be determined as follows:

1. Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor shall, not later than 10 days after execution of the Contract Agreement and before submitting its first Pay Request, submit to Engineer a schedule showing the value of each component part of such Work, and the quantity of discrete units comprising such component part of the Work, in form and with substantiating data and documentation acceptable to Engineer ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for lump sum Work. Overhead and profit shall not be listed as separate items in the Breakdown Schedule. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Engineer. No payment shall be made for any lump sum Work until Contractor has submitted, and Engineer has approved, an acceptable Breakdown Schedule.

Engineer may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Engineer, Owner shall have the right either to suspend Progress and Final Payments for lump sum Work or to make such Payments based on Engineer's determination of the value of the Work completed.

2. Unit Price Items. For all Work to be paid on a Unit Price basis, the value of such Work shall be determined by Engineer on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable unit price set forth in the Schedule of Prices. The actual number of acceptable units installed and

GENERAL CONDITIONS

complete in place shall be measured on the basis defined in the Contract Drawings and Specifications or, in the absence of such definition, on the basis determined by Engineer. For lump sum Unit Prices, Contractor shall submit, as and when required pursuant to Paragraph 5.1C1 above, a Breakdown Schedule for such lump sum Unit Price Items.

The number of units of Unit Price Items stated in the Schedule of Prices are Engineer's estimate only and shall not be used in establishing the Progress and Final Payments due Contractor. The Contract Price shall be adjusted, by a Balancing Change Order, to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

D. Date of Payment. Contractor shall be paid no later than 45 Days following Owner's approval of each Pay Request, and the amount of the Progress Payment requested, at a meeting of Owner's governing body. Owner shall have no obligation to approve any Pay Request that is not in full compliance with the requirements of this Contract.

5.2 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Engineer, with a copy to Owner, and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with the requirements of this Contract ("Punch List Work"). Before giving its Notice of Completion, Contractor shall satisfy itself that the whole Work, and every part thereof, has been completed in full compliance with, and as required by or pursuant to, this Contract, that all defects, damage, flaws, and non-conformities have been corrected, and that the Work Site and adjacent areas are fully restored, clean, and in good order.

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract and the Work Site and adjacent areas shall have been fully restored, cleaned, and placed in good order and in at least the same condition as immediately prior to commencement of the Work. Upon receipt of Contractor's Notice of Completion and at a time mutually agreeable to Owner, Engineer, and Contractor, Engineer shall make a review of the Work and shall either notify Contractor in writing of all Punch List Work, if any, to be completed or corrected ("Punch List") and of the time, not later than the Completion Date, by which Contractor shall complete or correct all Punch List Work or, if the Work is complete in full compliance with, and as required by or pursuant to, this Contract and the Work Site and adjacent areas are fully restored, clean, and in good order and in at least the same condition as immediately prior to commencement of the Work, prepare and deliver to Owner a written recommendation that the Work be finally accepted. Following Contractor's completion or correction of all Punch List Work, Engineer shall make another review of the Work and shall either prepare and deliver to Contractor another Punch List or, if the Work is complete in full compliance with, and as required by or pursuant to, this Contract and the Work Site and adjacent

GENERAL CONDITIONS

areas are fully restored, clean, and in good order and in at least the same condition as immediately prior to commencement of the Work, prepare and deliver to Owner a written recommendation that the Work be finally accepted.

The failure of Engineer to list any item on a Punch List shall not relieve Contractor of its obligation to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

Whenever any permit, license, site agreement, or other approval or authorization that may be required in connection with the Work requires that the Work within public or private property not owned by Owner be installed, and the property restored, to a condition satisfactory to such approving or authorizing Person, Contractor shall be responsible for obtaining a written acknowledgment of the acceptance of such Person in form satisfactory to Owner. Acceptance of any such acknowledgment by Owner shall be a precondition to Owner's final acceptance of the Work and shall not relieve Contractor of any of its obligations under this Contract to provide additional or other acknowledgments.

Upon being satisfied that the Work and Work Site are ready for final acceptance pursuant to the requirements of this Contract, Owner shall issue its written notice of final acceptance of the Work to Contractor ("Final Acceptance").

C. Final Payment. As soon as practicable, but not more than 30 Days, after Final Acceptance, Contractor shall submit to Engineer four originally executed copies of a Pay Request requesting Final Payment ("Final Pay Request") for Engineer's review and recommendation of appropriate payment. Owner shall pay to Contractor the balance of the Contract Price, as determined by Engineer, after deducting therefrom all charges against Contractor as provided for in this Contract and all amounts, if any, to be retained under the Special Conditions of Contract ("Final Payment"). Final Payment shall be made not later than 15 Days after the expiration of the time within which claims for labor performed or equipment, materials, or supplies provided must be filed under any applicable Law pertaining to Liens, or the expiration of 30 Days after Owner approves the Final Pay Request, whichever is later; provided, however, that Owner shall not be obligated to make Final Payment unless and until Contractor has submitted and has caused its Subcontractors and Suppliers to submit all required data and documentation to Owner and all such data and documentation is complete and in proper form.

5.3 Title to Work and Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

GENERAL CONDITIONS

B. Waivers of Lien. Contractor shall, from time to time, at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no liens against the Work or the public funds held by Owner exist in favor of any Person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any Person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed for or by reason of any equipment, materials, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien, or, if permitted by Owner, furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against such Lien. Until such discharge, removal or disposition, or furnishing of any permitted Bond or other collateral, Owner shall have the right to retain from any money payable under this Contract an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest or entitlement in any Subcontractor or Supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.4 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of Subcontractors, Suppliers, or other Persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) reasonable doubt that this Contract can be completed for the balance of the Contract Price then unpaid; (9) reasonable doubt that the balance of the Contract Price then unpaid is not adequate to cover actual or liquidated damages, if any; (10) failure of Contractor to properly complete or document any Pay Request; (11) any other failure of Contractor to perform any of its obligations

GENERAL CONDITIONS

under this Contract; (12) the cost to Owner, including attorneys' fees and administrative expenses, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.6 of these General Conditions of Contract; or (13) engineering and inspection charges imposed pursuant to Section 1.13 of these General Conditions of Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.4A above until Contractor shall have either performed the obligation or obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

5.5 Application of Payments

All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and not to any preexisting or unrelated debt between Contractor and Owner or between Contractor and any other Person.

5.6 Work Entire

This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

ARTICLE VI DISPUTES AND REMEDIES

6.1 Notice of Dispute

If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner or Engineer ("Disputed Decision"), Contractor may, immediately upon receiving any such Disputed Decision, notify Engineer in writing, with a copy to Owner, of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof ("Notice of Dispute"); provided, however, that Contractor shall, nevertheless proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner or Engineer without regard to such dispute or objection and such Notice of Dispute. Unless Contractor so notifies Engineer not later than two business days after receipt of such Disputed Decision, and, whenever feasible, prior to taking any action based upon such Disputed Decision, Contractor shall be conclusively deemed (1) to have agreed to and accepted such Disputed Decision as being fair, reasonable, and finally determinative of Contractor's obligations and rights under this Contract; (2) to have waived all grounds for dispute of or objection to such Disputed

GENERAL CONDITIONS

Decision; and (3) to have waived all claims for damages and equitable adjustments to the Contract Price and Contract Time based on such Disputed Decision.

6.2 Negotiation of Disputed Decisions

To avoid and settle without litigation any Disputed Decision, Owner and Contractor agree to engage in good faith negotiations as provided in this Section. Within three business days after Engineer's receipt of any Notice of Dispute, Engineer shall deliver to Contractor, with a copy to Owner, Engineer's preliminary written response either rejecting Contractor's claim, recommending to Owner approval of Contractor's claim, suggesting a compromise of Contractor's claim, or requesting additional information. Within three business days after Contractor's receipt of Engineer's preliminary written response, Contractor shall deliver to Engineer any additional information requested and notify Engineer whether Contractor is withdrawing, modifying or reaffirming its Notice of Dispute. Within three business days after Engineer's receipt of Contractor's reply, a conference among Owner, Engineer, and Contractor shall be held to resolve the dispute.

6.3 Owner's Final Decision

Within three business days after the end of the conference required pursuant to Section 6.2 above, Engineer shall deliver to Contractor Owner's final written decision.

6.4 Contractor's Final Demand

If Contractor objects to Owner's final decision, Contractor shall, within three business days of the receipt thereof, give Owner written notice of such objection and shall, in such notice, state its final demand for settlement of the Disputed Decision. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.5 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.4 above, or to otherwise resolve the Disputed Decision which is the subject of such demand to the satisfaction of Contractor, within 15 Days following receipt of such demand, Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity; provided, however, that Contractor agrees that its compliance with the dispute resolution procedures set out in Sections 6.1 through 6.4 above shall be a condition precedent to the initiation of any legal action concerning any matter subject to the provisions of said Sections; and provided further, however, that Contractor agrees that any claim for an equitable adjustment in the Contract Price or Contract Time or both, as the case may be, shall be conditioned upon Contractor having first complied with the procedures set out in Section 2.5 of these General Conditions of Contract and shall in no event exceed, and shall be further

GENERAL CONDITIONS

limited to, the amount of equitable adjustment in the Contract Price or Contract Time or both, as the case may be, included in Contractor's written request submitted in accordance with Section 2.5 of these General Conditions of Contract.

6.6 Owner's Remedies

A. Events of Default. Each of the following acts or omissions of Contractor shall be a default by Contractor of its obligations under this Contract ("Event of Default") and the occurrence or existence of any such Event of Default shall entitle Owner to invoke any or all of the remedies set forth in Subsection 6.6B below:

1. Contractor's initiation of, acquiescence in, or failure to have withdrawn any voluntary or involuntary petition in bankruptcy or for reorganization or for relief from its creditors or for any similar relief.
2. Contractor's initiation of, acquiescence in, or failure to have withdrawn any action or agreement for the appointment of a receiver for its business or any of its property.
3. Contractor being or becoming insolvent, making a general assignment for the benefit of creditors, or assigning its right to any or all payments due under this Contract or to any part of the Work.
4. Contractor's failure or refusal to pay any of its debts as they come due, including failure to pay when due any money owed to any Subcontractor or Supplier.
5. Contractor's failure, refusal, or delay to prosecute the Work, or any part thereof, diligently at a rate that assures completion of the Work in full compliance with, and as required by or pursuant to, this Contract on or before the Completion Date.
6. Contractor's failure, refusal, or delay to provide, perform, and complete the Work, or any part thereof, free from defects, damage, and flaws; in strict conformity to the requirements of this Contract; and in a manner suitable for its intended purposes.
7. Contractor falsely making, or being found to have falsely made, any representation or warranty in any Bidding Document or in or pursuant to this Contract.
8. Contractor executing the Work in bad faith.
9. Contractor's failure, refusal, or delay to perform, to satisfy, or to be in full compliance with, any other requirement of this Contract.

GENERAL CONDITIONS

B. Owner's Remedies for Contractor's Default. If it should appear at any time prior to Final Payment, whether as a result of any inspection or test or otherwise, that an Event of Default has occurred or is in existence, and if Contractor should fail to cure and eliminate such Event of Default within five business days after Contractor's receipt of Owner's written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 6.6B1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all Subcontracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such Subcontracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses,

GENERAL CONDITIONS

incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

C. Owner's Special Remedy for Delay. If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Subsection 6.6B above or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work. The parties agree that in the event the Contractor fails to complete the Work in accordance with the contract completion date set forth herein and the Owner permits the Contractor to complete the Work, the contractor shall pay to the Village \$500.00 per day as liquidated damages for each day beyond such date that the project is not completed. The parties agree that the Village's actual damages for the contractor's breach would be difficult, if not impossible, to precisely ascertain and that the amount of the liquidated damages per day is a reasonable estimation or forecast of the damages that the Village would suffer as determined as of the date of this contract. The parties agree that this provision shall not be construed as a penalty and is not intended to serve as a mechanism to enforce the performance of this contract by the contractor.

D. Remedies Cumulative. Each of the remedies listed in this Section shall be deemed to be cumulative of all other remedies listed in this Section or elsewhere in this Contract and to exist in addition to every other such remedy and in addition to all other remedies provided by law or equity.

E. Provisions Exemplary. Any reference in this Contract to Owner's right to invoke the remedies of this Section are not intended to be, nor shall they be construed to be, an exclusive listing of the circumstances under which these remedies may be exercised, but rather they are intended to be only exemplary.

F. Termination or Suspension Deemed for Convenience. Any termination or suspension of Contractor's rights under this Section 6.6 for an alleged Event of Default that is ultimately held unjustified shall be deemed a termination or suspension for the convenience of Owner under Section 1.12 of these General Conditions of Contract.

ARTICLE VII **DEFINITIONS**

7.1 Defined Terms

A. Addendum. Any written or graphic instrument issued prior to the execution of this Contract, dated and signed by Owner or Engineer, that modifies, interprets, or corrects the Bidding Documents or this Contract.

B. Additional Insureds. The Persons identified in Section 4 of the Special Conditions of Contract.

GENERAL CONDITIONS

- C. Approved Rate. See Paragraph 2.3A3 of these General Conditions of Contract.
- D. Approved Schedule. See Paragraph 1.1B2 of these General Conditions of Contract.
- E. Balancing Change Order. See Paragraph 5.1C2 of these General Conditions of Contract.
- F. Bid Package. The bound set of documents based upon which Owner solicited proposals for this Contract, consisting of the Bidding Documents and this Contract.
- G. Bidder's Proposal. The proposal to enter into this Contract, completed and executed by Contractor, and based upon which this Contract was awarded by Owner to Contractor.
- H. Bidding Documents. The documents incorporated by reference in Section 3 of the Invitation for Bidder's Proposals and included in the Bid Package.
- I. Bond. Performance Bond, Labor and Material Payment Bond, and any other instrument of security, furnished, or required by this Contract to be furnished, by Contractor or its surety or sureties.
- J. Breakdown Schedule. See Paragraph 5.1C1 of these General Conditions of Contract.
- K. Change Order. A written order to Contractor executed by Owner authorizing or directing a change in this Contract; an addition to, deletion from, or revision in the Work or the Work Site; or an equitable adjustment in the Contract Price or the Contract Time.
- L. Commencement Date. The date set forth in Section 2.1 of the Contract Agreement.
- M. Completion Date. The date set forth in Section 2.2 of the Contract Agreement.
- N. Contract. The Contract Agreement and all Contract Documents.
- O. Contract Agreement. The contract agreement executed by Owner and Contractor.
- P. Contract Documents. The documents listed in Section 1.2 of the Contract Agreement.
- Q. Contract Drawings. All (i) drawings furnished with the Invitation for Bidder's Proposals, (ii) supplementary drawings furnished to clarify and to define in greater detail the intent of the drawings and specifications furnished with the Invitation for Bidder's Proposals, (iii) drawings submitted by Contractor to Engineer pursuant to this Contract and reviewed and

GENERAL CONDITIONS

stamped by Engineer with no exception noted, and (iv) drawings submitted to Contractor by Engineer during the progress of the Work as provided for in this Contract.

R. Contract Price. The lump sum amount or amounts, if any, stated in the Schedule of Prices and, for each acceptable unit of each Unit Price Item, if any, installed and complete in place, measured on the basis provided for in the Contract Drawings and Specifications, the Unit Price for such Unit Price Item stated in the Schedule of Prices, subject to any additions or deductions provided for in this Contract.

S. Contract Time. The period of time allowed, including the Commencement Date and Completion Date, pursuant to Article II of the Contract Agreement for Contractor to provide, perform, and complete the Work, as such period of time may be modified by Change Order.

T. Contractor. See Subparagraph 1.3A2(a) of the Contract Agreement.

U. Day. Except where otherwise expressly defined, a calendar day of 24 hours, measured from midnight to the next midnight.

V. Decreased Work. See Subsection 2.3B of these General Conditions of Contract.

W. Disputed Decision. See Section 6.1 of these General Conditions of Contract.

X. Engineer. See Subparagraph 1.3A2(b) of the Contract Agreement.

Y. Event of Default. See Section 6.6 of these General Conditions of Contract.

Z. Final Acceptance. See Subsection 5.2B of these General Conditions of Contract.

AA. Final Pay Request. See Subsection 5.2C of these General Conditions of Contract.

BB. Final Payment. See Subsection 5.2C of these General Conditions of Contract.

CC. General Instructions to Bidders. The instructions to bidders included in the Bid Package.

DD. Increased Work. See Subsection 2.3A of these General Conditions of Contract.

EE. Invitation for Bidder's Proposal. The invitation for bidder's proposals included in the Bid Package and by which Owner invited proposals to enter into this Contract.

GENERAL CONDITIONS

FF. Laws. All laws, statutes, ordinances, regulations, orders, decrees and other legal requirements, whether federal, state or local existing on or after the date of execution of this Contract.

GG. Lien. See Subsection 5.3B of these General Conditions of Contract.

HH. Notice of Completion. See Subsection 5.2A of these General Conditions of Contract.

II. Notice of Dispute. See Section 6.1 of these General Conditions of Contract.

JJ. Overtime Work. See Section 1.13 of these General Conditions of Contract.

KK. Owner. See Subparagraph 1.3A2(c) of the Contract Agreement.

LL. Pay Request. See Subsection 5.1B of these General Conditions of Contract.

MM. Person. Any corporation, partnership, individual, joint venture, trust, estate, association, business, enterprise, proprietorship or other legal entity of any kind, either public or private, and any legal successor, agent, representative or authorized assign of the above.

NN. Price Proposal. The total compensation proposed to be accepted by Contractor for the Work in the Bidder's Proposal and from which the Contract Price is derived.

OO. Progress Payment. The monthly installment payment to be made by Owner to Contractor in accordance with, and subject to the terms and conditions set forth in, Article V of these General Conditions of Contract.

PP. Punch List. See Subsection 5.2B of these General Conditions of Contract.

QQ. Punch List Work. See Subsection 5.2A of these General Conditions of Contract.

RR. Required Coverages. See Section 4.1 of these General Conditions of Contract.

SS. Required Submittals. See Subsection 1.3A of these General Conditions of Contract.

TT. Specifications. All (i) specifications furnished with the Invitation for Bidder's Proposals, (ii) supplementary specifications furnished to clarify and to define in greater detail the intent of the drawings and specifications furnished with the Invitation for Bidder's Proposals, (iii) specifications submitted pursuant to this Contract by Contractor to Engineer and reviewed and stamped by Engineer with no exception noted, and (iv) specifications submitted to Contractor during the progress of the Work as provided for in this Contract. Unless otherwise noted, the term "Specifications" as used in this Contract shall not refer to any other standard specifications.

GENERAL CONDITIONS

UU. Subcontract. Any written or oral contract between Contractor and a Subcontractor or Supplier.

VV. Subcontractor. Any Person, other than Contractor, that provides, performs or completes any part of the Work at the Work Site, and the duly authorized officers, employees, agents, and representatives of any such Person.

WW. Supplier. Any Person, other than Contractor, that supplies equipment, materials or supplies for the Work, including that fabricated to a special design, but that does not provide or perform labor at the Work Site, and the duly authorized officers, employees, agents, and representatives of any such Person.

XX. Unit Price. The price set forth in the Schedule to be paid for each acceptable unit of each Unit Price Item, if any, installed and complete in place, measured on the basis provided for in the Contract Drawings and Specifications.

YY. Unit Price Items. The items set forth in the Schedule of Prices, if any, to be paid for on a Unit Price basis.

ZZ. Value of the Work. The value of the Work, determined in accordance with Subsection 5.1C of these General Conditions of Contract, for purposes of determining the then current amount of any Progress Payment to be made by Owner under this Contract.

AAA. Work. See Subparagraph 1.3A2(d) of the Contract Agreement.

BBB. Work Site. See Subparagraph 1.3A2(e) of the Contract Agreement.

7.2 Word Usage

A. Tense and Form. Words used or defined in one tense or form shall include other tenses and derivative forms.

B. Number. Words in the singular number shall include the plural number, and words in the plural number shall include the singular number.

C. Shall and May. The word “shall” is mandatory. The word “may” is permissive.

D. Subjective Standards. Whenever in this Contract the terms “as ordered,” “as directed,” “as required,” “as allowed,” “as approved,” or terms of like effect or import, or the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” or “satisfactory,” or adjectives of like effect or import, are used to describe a requirement, direction, review, or judgment of Owner or Engineer as to the Work, it is intended that such requirement, direction, review, or judgment shall be solely to evaluate the Work for compliance with this Contract, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with the requirements of this Contract, and shall not be regarded as any assumption of risk or liability by Owner or Engineer.

GENERAL CONDITIONS

E. Headings. In case of any difference of meaning or implication between any provision of this Contract and any heading, the Contract provision shall control and no heading shall be construed to limit the scope or intent of any provision of this Contract.

VILLAGE OF LAKE IN THE HILLS
CONTRACT FOR THE CONSTRUCTION OF

Village of Lake in the Hills – Turtle Island Park Expansion Development
CONTRACT 180992.01

SPECIAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1. Scheduling.....	1
2. Special Construction Requirements	1
3. Special Technical Requirements.....	1
4. Special Financial Assurances.....	1
5. Payment.....	1
6. Prevailing Wage Certification.....	1

The following Special Conditions shall modify, delete, and/or add to the General conditions. Where any section, subsection, paragraph, or subparagraph of the General Conditions is supplemented by one of the following paragraphs, the provisions of such section, subsection, paragraph, or subparagraph shall remain in effect and the Special Conditions shall be considered as added thereto. Where any section, subsection, paragraph, or subparagraph of the General Conditions is amended, voided, or superseded by any of the following paragraphs, the provisions of such section, subsection, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.

1. Scheduling - The contractor shall be responsible for notifying any and all affected residents of any driveway closures, access closures or utility interruptions. The residents must be notified at least 48 hours in advance of all closures and/or interruptions.
2. Special Construction Requirements – The contractor shall be responsible to inspect and place all traffic control measures prior to leaving the work site each day.
3. Special Technical Requirements – All requests for payment must be made in writing and be accompanied by a waiver of lien from the contractor and all sub-contractors and material suppliers.
4. Special Financial Assurances
 - A. Additional Insureds/Indemnities. As provided in Subsection 4.2B and Section 4.3 of the Contract Agreement, the following Persons, including the elected and appointed officers, agents, employees, and officials of said Persons (the “Additional Insureds”) shall be named as additional insureds on the Comprehensive General Liability insurance required pursuant to this Contract, and the hold harmless and indemnification protection specified in Section 4.3 of the Contract Agreement shall be extended to such Additional Insureds as third-party beneficiaries thereof.
5. Payment
 - A. Schedule of Payments. The Owner shall consider only **two (2) Progress Payments and a Final Payment for the Work**. Upon application by the contractor the Owner shall consider payment for the Value of Work only at the time of Substantial Completion, as defined in Section 2.2 of the Contract Agreement, and only upon completion of all seeding and mulching.
6. Prevailing Wage Certification

As evidence of compliance with the laws and regulations of the State of Illinois, Department of Labor, Certified Payroll must be submitted with each pay request.

VILLAGE OF LAKE IN THE HILLS

CONTRACT DRAWINGS

CONTRACT FOR THE CONSTRUCTION OF

Village of Lake in the Hills – Turtle Island Park Expansion Development
CONTRACT 180992.01

LIST OF CONTRACT DRAWINGS

<u>SHEET NOS.</u>	<u>SHEET TITLES</u>	<u>DATE LAST REVISED</u>
C-01 thru C-16	TURTLE ISLAND PARK DEVELOPMENT – ALL SHEETS	EXPANSION 01/06/2020

VILLAGE OF LAKE IN THE HILLS
CONTRACT FOR THE CONSTRUCTION OF

Village of Lake in the Hills – Turtle Island Park Expansion Development
CONTRACT 180992.01

SPECIFICATIONS/SPECIAL PROVISIONS

The following Special Provisions supplement the Illinois Department of Transportation's (IDOT) "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016 (hereinafter referred to as the "Standard Specifications"); the "Manual on Uniform Traffic Control Devices for Streets and Highways" the "Manual of Test Procedures of Materials", in effect on the date of invitation for bids; and the "Supplemental Specifications and Recurring Special Provisions," latest edition as indicated on the Check Sheet included herein, which apply to and govern the construction of the Turtle Island Park Expansion Development in Lake in the Hills, McHenry County, Illinois. In case of conflict with any part or parts of the Standard Specifications, these Special Provisions shall take precedence and shall govern.

LOCATION OF THE PROJECT

The improvements are located on property owned by the Village of Lake in the Hills and will be undertaken along the shoreline of Woods Creek Lake and Turtle Island within Turtle Island Park and as indicated on the plan sheets.

DESCRIPTION OF THE PROJECT

The work shall include, but not be limited to, paths, sidewalks, parking lot, park shelter, boat ramp, pier, shoreline restoration, native seeding, tree planting, grading, turf establishment, and miscellaneous site furnishings and all incidental and collateral work necessary to complete the project as described herein.

The successful bidder will have a qualified and degreed ecologist, who has knowledge in native restoration, on staff, or on a subcontractor's staff, as part of this contract, either as a direct employee of the contractor or as a subcontractor. ***A resume for the degreed ecologist must be submitted with the bid application.*** The degreed ecologist/subcontractor must oversee the installation of all vegetation and seeding and supervise the maintenance of the native vegetation for conformance with the contract documents and specifications. Failure to provide required qualifications may result in disqualification of the bid at Owner's discretion.

The success of this project is highly dependent upon the manner in which the restoration and maintenance is completed. A firm or person who is a qualified degreed ecologist who is familiar in native shoreline restoration is necessary to ensure that the project is successful.

The Village reserves the right to eliminate or postpone work on the above referenced work. All material must be USA made.

STANDARD SPECIFICATIONS

The Contractor shall perform all work in conformance with applicable sections of the Standard Specifications for Road and Bridge Construction, latest edition by the State of Illinois, Department of Transportation, including all supplements and the Project Specifications as contained within the approved engineering plan set entitled "Turtle Island Park Expansion Development" latest revisions.

SAFETY

The Engineer has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work.

GUARANTEE

All work performed under this contract shall be guaranteed by the Contractor and his surety against all defects in materials and workmanship of whatever nature for a period of thirty-six (36) months from the date of final completion which shall mark the start of the three-year maintenance period.

Before acceptance by the Owner and final payment, all work shall be inspected and approved by the Owner or his representative.

PROJECT DURATION/ WORKING HOURS

Revised Article 108.05 of the Standard Specifications as follows:

Revised Article 108.05 of the Standard Specifications as follows:

When a completion date plus guaranteed working days is specified, the Contractor shall substantially complete all contract items by **October 30, 2020**, and shall achieve final completion by **November 13, 2020**, except as specified herein.

Substantial completion shall be defined as completing all tree clearing, earthwork, stone placement, seeding and restoration. Final completion including seeding and stabilizing the entire work area as well addressing any punch list items. The Engineer shall make all final determinations as to the status of the work. The Contractor shall submit a written request for determination to the Engineer which shall set a field observation of the work.

The monitoring and maintenance period shall begin on the date of final completion, as determined by the Engineer. The monitoring and maintenance period shall extend for three (3) years from the date of final completion.

The Contractor will be allowed to complete all clean-up work and punch list items within **10** guaranteed working days after the issuance of the final punchlist.

If the project is not completed within the above time frame, the Contractor is susceptible to any and all liquidated damages provided for in Article 108.09 of the Standard Specifications. No allowance will be made for delay or suspension of work due to the fault of the Contractor.

The Contractor must adhere to the Village ordinance work time schedule.

Construction work must be performed during the hours of 7:30 a.m. to 8:00 p.m., Monday thru Saturday. Sunday work requires a request with a minimum 3 days

advanced notice, subject to approval by the Public Works Director. No work must be performed prior to or beyond this period.

INSURANCE REQUIREMENTS

The Contractor shall indemnify and hold harmless the Awarding Authority (the Village of Lake in The Hills), the Engineer (HR Green, Inc.), and their employees in accordance with Article IV of the Contract General Conditions.

The Contractor shall obtain and shall furnish to the Engineer, prior to beginning any work, certificates of insurance in accordance with the requirements of Article IV of the Contract General Conditions naming the Awarding Authority and the Engineer as additionally insured parties.

PRE-CONSTRUCTION CONFERENCE

A pre-construction conference shall be held with the Village prior to work starting. At this time the Contractor shall submit a Progress Schedule to the Village for review. The Contractor shall also provide a list of the intended source of materials and the intended list of subcontractors to be used with respect to the project.

The Contractor shall provide original proof of insurance and all required financial guarantees at or prior to this meeting.

MAINTENANCE BOND

A maintenance bond in the amount of 10% of the final cost of all improvements related to the Turtle Island Park Expansion Development shall be posted with the Village for the purpose of:

- a. Guaranteeing and securing the correction of any defect in material or workmanship furnished for such improvements, latent in character and not discernable at the time of final inspection or acceptance by the Village; and
- b. Guaranteeing against any damage to such improvements by reason of the settling of ground, base of foundation thereof; and
- c. Guaranteeing one (1) year replacement warranty for all plant materials not covered by the MONITORING AND MAINTENANCE line item. The warranty shall cover plants which have died or partially died (thereby ruining their natural shape), but shall not include damage by vandalism, browsing, hail, abnormal freezes, drought or negligence by the owner. The warranty is intended to cover contractor negligence, infestations, disease and damage or shock to plants. The contractor shall be responsible for maintaining and watering the plant material as necessary, to ensure growth and establishment during the 1-year warranty period. Any plants that are not in a live, healthy, growing condition at the end of the 1-year warranty period shall be replaced by the contractor at the contractor's expense. Plants replaced under warranty will be warranted for one (1) year following replacement.

The inspections shall be performed between April 1st and April 15th the year following completion. Replacements shall be completed prior to May 30th or the maintenance bond may be used for such repairs.

Such maintenance Guarantee shall also provide that, if such defects have so developed and have

not been corrected by developer, then the guarantee may be applied by the Village to correct such defects.

The contractor shall guarantee for one (1) year all work against all defects.

The Sure or Sureties issuing the bond must be acceptable to the Village and must have a Best's Key Rating Guide rating of "A-", Class XI or greater and be listed in the most recently published "Listing of Approved Sureties of the U.S. Department of Treasury Circular 570, with underwriting limitations in excess of the Contract Price.

The cost of the maintenance bond shall not be paid for separately, but will be considered incidental to the contract.

The Maintenance Bond must be in place with the Village prior to release of the final payment.

CONSTRUCTION SITE DIGITAL VERSATILE DISC (DVD) RECORDING

The Contractor shall prepare pre-construction video documentation of all features in the area affected by construction. All preconstruction recording shall be conducted with digital format equipment. Pre-construction video documentation shall consist of a series of high-resolution, color, Digital Versatile Discs (DVD)s showing all areas to be affected by construction.

All pertinent exterior features within the project's zone of influence shall be shown in sufficient detail as to document its pre-construction condition. Features to be documented shall include, but not be limited to, pavements, curbs, driveways, sidewalks, retaining walls, buildings, landscaping, trees, shrubbery, fences and light poles. View orientation shall be maintained by audio commentary on each DVD to explain what is being viewed.

Two (2) copies of the completed DVD(s) shall be delivered to the Engineer or Owner representative prior to the preconstruction meeting. This work shall not be paid for separately.

MAINTENANCE OF ROADWAYS

Effective: September 30, 1985

Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways and trails within and adjacent to the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

TRAFFIC CONTROL AND PROTECTION

All roads shall be kept open to traffic. The Contractor should take particular note of the applicable portions of Article 107.14 of the Standard Specifications. All signs, except those referring to daily lane closures, shall be post mounted in accordance with Standard 701901 for all projects that exceed four-day duration. Construction signs referring to daytime lane closures during working

hours shall be removed, covered or turned away from the view of the motorists during non-working hours.

The Contractor shall furnish, erect, maintain and remove all signs, barricades, flaggers and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Section 701 of the Standard Specifications, the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways and the Highway Standard contained herein.

Special attention is called to Article 107.09 and Section 701 of the Standard Specifications and the following Highways Standards, Supplemental Specifications, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions, and Special Provisions contained herein relating to traffic control. It should be noted that Type I or Type II barricades will be required adjacent to the pavement in areas where a drop off of 3'' or more occurs in accordance with Article 701.07.

Standards

701301, 701901 and BLR 18-5

Special Provisions

General Notes – Traffic Control and Protection
Maintenance of Roadways
Construction and Maintenance Signs (LR 702)
Work Zone Traffic Control (LRS#3)
Flaggers in Work Zones (LRS#4)

The Contractor shall contact the Village of Lake in the Hills, at least 48 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets will be open to traffic at all times, and access to abutting property shall be maintained.

The Contractor shall be responsible for providing a proposed scheduling, phasing and traffic control plan if any lane closures are deemed necessary to complete the work. The Village of Lake in the Hills will review these plans and provide the contractor with any necessary modifications in writing. The Contractor will then be responsible for incorporating these changes into the proposed scheduling, phasing and traffic control plan.

At the preconstruction meeting, the Contractor shall furnish the name and telephone number where he may be reached during non-working hours of the individual in his direct employ that is to be responsible for the installation and maintenance of the traffic control of this project. If the actual installation and maintenance are to be accomplished by a subcontractor, consent shall be requested of the Engineer at the time of the preconstruction meeting in accordance with Article 108.01 of the Standard Specifications. This shall not relieve the Contractor of the requirements to have a responsible individual in his direct employ supervise this work.

The Contractor shall maintain access all residential entrances and driveways at all times. Delays and inconveniences to the Contractor caused by complying with this requirement shall be considered incidental to the cost of the contract.

Traffic Control and Protection will not be paid for separately but included in the cost of the contract.

DISPOSAL OF MATERIALS

The Contractor shall dispose of all excess materials (soil, pavement, vegetation, debris, etc.) at locations provided by him at his own expense. The Village does not have any locations to receive excess materials and will not accept any excess materials from the site.

CCDD documents (663 Form) shall be provided by the Village.

REDUCTION IN THE SCOPE OF WORK

The "Schedule of Prices" is a listing of work to be completed. However, due to budgetary constraints the awarding authority reserves the right to substantially reduce the scope of work to be completed under the contract in accordance with Article 104.02 of the Standard Specifications. No allowance will be made for delay or anticipated profits as the result of a decrease in the quantities of work to be performed.

APPLICATION FOR PAYMENT

Application for payment to the Contractor shall be in accordance with the Standard Specifications and these Special Provisions. The Engineer will submit Engineer's Payment Estimate for partial payment to the Contractor for the work completed to The Village of Lake in the Hills not more than once monthly on a date specified by The Village of Lake in the Hills.

The Contractor shall procure from each subcontractor and supplier of material or labor a waiver of any claim which they may have under the mechanics lien laws of the state in which the work is located, to insure The Village of Lake in the Hills immunity from mechanics liens on subcontractors in carrying out the contract and any work orders for additions thereto, all as a condition of any payment by The Village of Lake in the Hills. Any payments made by The Village of Lake in the Hills without requiring compliance with this paragraph shall not be construed as a Waiver by the Village of the right to require compliance with this paragraph as a condition to later payments.

The Contractor shall submit Partial Waivers of Lien from all subcontractors and suppliers with each partial payment estimate and Contractor's Affidavit for subcontractors and suppliers with second payment request for the previous payment estimates and then with all subsequent payment estimates. The Contractor shall furnish with his final application for payment a complete release of all liens arising out of this contract, or receipts in full in lieu thereof and an affidavit that the releases and receipts include all labor and material for which a lien could be filed. The final invoice must be submitted to The Village of Lake in the Hills no later than **November 13, 2020**.

WATER SUPPLY

The indiscriminate use of fire hydrants, existing streams, creeks, wetlands, or ponds is strictly prohibited. The Contractor shall provide a water truck and driver as required to obtain and transport this water. The Contractor shall be responsible for obtaining water from an approved source. If this water is from a source other than his yard, written approval from the agency having jurisdiction for the source of the water must be received by the Contractor prior to use of the water.

CONSTRUCTION LAYOUT

This work shall be performed in accordance with the IDOT Supplemental Specifications and Recurring Special Provisions (SSRSP) – Adopted January 1, 2018, and as directed by the Engineer. This work shall be performed per the Special Provision for Construction Layout Stakes outlined in the SSRSP.

This work shall be measured for payment in LUMP SUM.

This work shall be paid for at the contract unit price per LUMP SUM for CONSTRUCTION LAYOUT which price shall include all materials, labor and equipment to complete the items listed in the SSRSP for Construction Layout Stakes.

PERIMETER EROSION BARRIER

This work shall be performed in accordance with applicable portions of Section 280 of the Standard Specifications, and as directed by the Engineer. The perimeter erosion barrier shall be inspected regularly and repaired if any deficiencies are noted. This work shall be performed within limits shown on the plans.

This work shall be measured for payment in FOOT.

This work shall be paid for at the contract unit price per FOOT for PERIMETER EROSION BARRIER which price shall include all of items, materials, labor and equipment listed in Section 280 of the Standard Specifications.

PERIMETER EROSION BARRIER – TURBIDITY BARRIER SPECIAL

Prior to beginning work along the banks of Woods Creek Lake, a temporary erosion control turbidity barrier must be installed as depicted in the construction plans. The temporary erosion control turbidity barrier is intended to isolate the work area from any potential flowing water within the lake. Please see the detail for TURBIDITY BARRIER (SILT FENCE TYPE TB) on sheet C-07 in the construction plans for more information. Note this is NOT a floating type silt fence. Cofferdams are not authorized by the United States Army Corps. of Engineers for use as part of this project. No work shall be performed in the open water of the lake. No machinery shall enter the lake at any time.

This work shall be measured for payment in FOOT.

This work will be paid for at the contract unit price per FOOT for PERIMETER EROSION BARRIER, TURBIDITY BARRIER SPECIAL, which includes all materials, labor and equipment necessary for installation, maintenance, and removal of the turbidity barrier. Payment to the Contractor for this item of work will not occur until the disturbed area has been properly stabilized and the turbidity barrier has been removed from the job site.

CLEARING AND GRUBBING

This work shall include all labor, materials, and equipment required to remove trees, brush, saplings and debris, as required as shown on the plans.

This work will also include the removal and disposal of mulch or wood chips left on-site following tree removal or tree pruning operations. All materials and debris removed shall be properly

disposed of by the Contractor off the project site at no additional cost to the contract.

Additional items existing on site, including but not limited to the existing utility poles and wires, shall be removed and disposed of by the Contractor at no additional charge to the project.

This work shall include the removal of all dead or fallen trees and shrubs. Remove and properly dispose of all cut material offsite.

Trees and shrubs shall be removed by cutting with machinery deemed necessary by the contractor and/or with hand tools including, but not necessarily limited to, gas powered chain saws, gas powered clearing saws, bow saws, and loppers. Cut stumps greater than 6 inches diameter in diameter shall be removed by stump grinding. Wood chips generated by removal (not stump grinding) shall be removed from the site.

This work shall be measured for payment in LUMP SUM.

This work shall be paid for at the contract unit price per LUMP SUM for CLEARING AND GRUBBING which price shall include all of the above.

TREE PROTECTION

This work shall be performed in accordance with applicable portions of Section 201 and 1081 of the Standard Specifications, and as directed by the Engineer.

The contractor shall be responsible for taking measures to minimize damage to existing trees and shrubs that may be affected by construction activities by means of root compaction and damage or exterior damage to limbs and trunks.

This work shall be measured for payment in LUMP SUM.

This work shall be paid for at the contract unit price per LUMP SUM for TREE PROTECTION which price shall include all of the above.

PAVEMENT REMOVAL

This work shall include all labor, materials and equipment necessary to remove and dispose of any existing pavement as shown in the plans or directed by the Engineer, in accordance with the requirements of the Village of Lake in the Hills Subdivision Control Ordinance, Detail R-9, called *Pavement Removal and Replacement*. The Contractor will be required to saw-cut a vertical joint in the existing pavement to provide a clean joint for this work. Should the remaining existing pavement become damaged at any point during the construction, the Contractor will make a new saw-cut at no additional cost.

Compensation shall be limited to the amount of area shown on the plans unless additional areas are otherwise approved by the Engineer. The Contractor should at his sole expense restore any and all additional areas damaged by his construction operations, not shown on the Contract Drawings and not approved by the Engineer.

The proposed pavement shall be constructed as shown in the Typical Bituminous Pavement Detail with a minimum bituminous surface thickness of 2 inches, 2-inch bituminous binder course, 4-inch bituminous base course and a minimum aggregate base course of 4 inches.

This work shall be paid for at the contract price per square yard for PAVEMENT REMOVAL, ASPHALT, 2" which price shall include all labor, material and equipment necessary to perform the work. Replacement pavement shall be paid for as indicated elsewhere in these specifications. Saw cutting of the existing pavement shall be considered included in the pay item cost referenced above.

EARTH EXCAVATION

This work shall be performed in accordance with applicable portions of Section 202 and 203 of the Standard Specifications, and as directed by the Engineer. This work shall be performed within limits shown on the plans.

The existing shoreline of Woods Creek Lake is moderately eroded. The earth excavation required to reshape the shoreline must be completed without any machinery entering the waterway. The project will result in a net cut of earthwork. All soils and materials excavated must be hauled off from the site. No additional compensation will be provided for the handling, removal and disposal of any non-soil debris encountered during work. Any non-soil debris encountered during earth excavation shall be removed from the site and disposed of properly in accordance with State and Federal laws and regulations.

The existing shoreline varies in degree of erosion and condition. The Contractor shall reshape the shoreline starting at the normal water level and grade the banks back to a slope of 3:1 (H:V). It is assumed that the current banks are an average of 2:1 and 2 feet high above the normal water level.

This work shall be measured for payment in CUBIC YARDS.

This work shall be paid for at the contract unit price per CUBIC YARD for EARTH EXCAVATION which price shall include all the material, labor and equipment to complete the work described above.

PCC BOAT RAMP

This work shall be performed in accordance with applicable portions of Sections 420 and 423 of the Standard Specifications, the detail shown in the plans, and as directed by the Engineer. This work shall be performed within limits shown on the plans.

Contractor is to verify the boat ramp extends past normal water levels at time of construction and shall utilize means necessary to construct pcc pad below normal water levels.

#5 epoxy coated rebar reinforcement shall be placed around perimeter of 12' x 20' pcc pad and fiber reinforced with Sikafiber PPF at 1.5 LB/CY, or approved equal.

Curing and protection shall be in accordance with Article 1020.13 (a) and Article 1020.13 (c). Membrane curing compound shall be Type III (white pigmented).

This work shall be measured for payment in LUMP SUM.

This work shall be paid for at the contract unit price per LUMP SUM for PCC BOAT RAMP which price shall include all the material, labor and equipment to complete the work described above.

PCC BANDING 8" & 12"

This work shall be performed in accordance with applicable portions of Sections 420 and 423 of the Standard Specifications and the details shown in the plans.

Construct cast-in-place concrete work in conformance with Articles 420.05 – 420.09, 420.11, and 420.12 of the Standard Specifications except as specifically modified herein.

- A. Cast-in-place concrete to conform to the lines, grades, and dimensions depicted on the plans and as directed in the field by the Owner or Engineer.
- B. Construct cast-in-place concrete with reinforcement bars as shown on the plans.
- C. Provide a light broom swept finish to cast-in-place concrete.
- D. Hand finish all exposed edges per detail.
- E. Install an expansion joint where new cast-in-place concrete abuts other concrete and at not more than 30 foot intervals elsewhere.
- F. Tool control joints to proper depth and spaced as indicated on the drawings. Saw cut control joints will not be allowed.
- G. Concrete pours to end at expansion or control joints. Partial slabs will not be allowed.
- H. After cast-in-place concrete has set, expansion joints shall be sealed with hot poured joint sealer in conformance with Article 452.04 of the Standard Specifications.
- I. Concrete to be hauled / transported to designated areas from vehicular drives using buggy or other means approved by Owner. Driving concrete trucks through areas within the park not designated for vehicular traffic will not be tolerated.
- J. Concrete pours shall be completed during morning hours only and Contractor must have at least one person on-site until 3 PM on day's concrete pours occur.
- K. Contractor is responsible for protecting the Work in progress from vehicular, foot, bicycle and other traffic until 3 PM daily.

This work shall be measured for payment in FOOT.

This work shall be paid for at the contract unit price per FOOT for PCC BANDING 8" and PCC BANDING 12" which price shall include all the material, labor and equipment to complete the work described above.

PCC BARRIER CURB

This work shall be performed in accordance with applicable portions of Sections 420 and 423 of the Standard Specifications and the details shown in the plans.

Construct cast-in-place concrete work in conformance with Articles 420.05 – 420.09, 420.11, and 420.12 of the Standard Specifications except as specifically modified herein.

- A. Cast-in-place concrete to conform to the lines, grades, and dimensions depicted on the plans and as directed in the field by the Owner or Engineer.
- B. Construct cast-in-place concrete with reinforcement bars as shown on the plans.
- C. Provide a light broom swept finish to cast-in-place concrete.
- D. Hand finish all exposed edges with a 1/2" radius.
- E. Install an expansion joint where new cast-in-place concrete abuts other concrete and at not more than 30 foot intervals elsewhere.
- F. Tool control joints to proper depth and spaced as indicated on the drawings. Saw cut control joints will not be allowed.

- G. Concrete pours to end at expansion or control joints. Partial slabs will not be allowed.
- H. After cast-in-place concrete has set, expansion joints shall be sealed with hot poured joint sealer in conformance with Article 452.04 of the Standard Specifications.
- I. Concrete to be hauled / transported to designated areas from vehicular drives using buggy or other means approved by Owner. Driving concrete trucks through areas within the park not designated for vehicular traffic will not be tolerated.
- J. Concrete pours shall be completed during morning hours only and Contractor must have at least one person on-site until 3 PM on day's concrete pours occur.
- K. Contractor is responsible for protecting the Work in progress from vehicular, foot, bicycle and other traffic until 3 PM daily.

This work shall be measured for payment in FOOT.

This work shall be paid for at the contract unit price per FOOT for PCC BARRIER CURB which price shall include all the material, labor and equipment to complete the work described above.

work described above.

PERMEABLE PAVERS

This work shall be performed in accordance with the manufacturer's specifications for Unilock, Eco-Optiloc (permeable) pavers, the detail shown in the plans, and as directed by the Engineer.

Unilock: Eco-Optiloc (permeable)

As manufactured by:

Unilock Chicago

301 E. Sullivan Rd.

Aurora, IL 60505

Product Requirements:

Permeable Paver: Unilock Eco-Optiloc

Color: Per Owner

Finish: Standard

At least one person must be present at all times during execution of this portion of the Work that is thoroughly familiar with the type and operation of equipment and techniques being used. Said person shall direct all work performed under this section.

Obtain Permeable Joint Opening Aggregate from one source with the resources to provide materials and products of consistent quality in appearance and physical properties.

Paving Contractor Qualifications:

Utilize an installer having successfully completed concrete paver installation similar in design, material, and extent indicated on this project within the last five (5) years.

Mockups:

- Install a 7 ft x 7 ft paver area.
- Use this area to determine surcharge of the bedding aggregate layer, joint sizes, lines, laying pattern(s) and levelness.

- This area shall be used as the standard by which the work shall be judged.
- Subject to acceptance by owner, mock-up may be retained as part of finished work.
- If mock-up is not retained, remove and properly dispose.

This work shall be measured for payment in SQUARE FOOT.

This work shall be paid for at the contract unit price per SQUARE FOOT for PERMEABLE PAVERS which price shall include all the material, labor and equipment to complete the work described above.

BLUESTONE CHIP PATH

This work shall be performed in accordance with the manufacturer's specifications, the details shown in the plans and as directed by the Engineer. Bluestone chips shall be ¼" to ¾" installed over compacted subgrade and a landscape weed barrier fabric. The weed barrier fabric shall not be showing in any location. Green steel edging, 1/8" x 4" shall be installed as path edge restraints per manufacturer's specifications. Steel edging is considered incidental to installation of the path.

Material submittal of bluestone chips and steel edging shall be submitted for approval.

This work shall be measured for payment in SQUARE FOOT.

This work shall be paid for at the contract unit price per SQUARE FOOT for BLUESTONE CHIP PATH which price shall include all the material, labor and equipment to complete the work described above.

FLAGSTONE PAD

This work shall be performed in accordance with the details shown in the plans and as directed by the Engineer. Flagstone shall be irregular in shape, Eden type stone 1"-2" thick installed over compacted subgrade and limestone screenings. Saw-cutting of stone is not required, however stone pieces shall be laid together as not to exceed 2" gap between stones. Limestone screenings shall be used to fill void spaces. Parameters are shown in the detail drawings.

This work shall be measured for payment in SQUARE FOOT.

This work shall be paid for at the contract unit price per SQUARE FOOT for FLAGSTONE PAD which price shall include all the material, labor and equipment to complete the work described above.

FOOT BRIDGE

This work shall be performed in accordance with the manufacturer's specifications, the details shown in the plans and as directed by the Engineer. Foot bridges shall be supplied by the Contractor and installed in locations shown on the plans. The foot bridges shall be permanently installed using concrete footings and shall meet the elevations of abutting PCC banding.

Continental Pedestrian Bridge
As manufactured by:
Contech Engineered Solutions
9025 Centre Pointe Drive

West Chester, OH 45069

Product Requirements:

Length – 12'-0" & 10'-0"

Width – 5'-0"

Style – Connector with Underhung Floor Beam

Finish – Self Weathering Steel

Decking – Nominal 2x10 treated wood decking

Railing – Vertical Safety Rails Placed at 4" max. opening

¼" x 6" steel toe plate

AASHTO LRFD Design

90 PSF Live Load

5,000 Vehicle Load

35 PSF Wind Load

This work shall be measured for payment in EACH.

This work shall be paid for at the contract unit price per EACH for FOOT BRIDGE which price shall include all the material, labor and equipment to complete the work described above.

TOPSOIL EXCAVATION AND PLACEMENT

This work shall be performed in accordance with applicable portions of Section 211 of the Standard Specifications, and as directed by the Engineer. This work shall be performed within project limits as needed for restoration. The re-spread topsoil shall be spread at a minimum of six (6) inches thick. Material may be stockpiled on site in areas deemed appropriate by the Engineer. Stockpile must be protected with a perimeter erosion control fence (incidental to this line item). Material may not be stockpiled in wetlands or floodplain areas.

See applicable portions of Section 211 of the Standard Specifications.

This work shall be measured for payment in CUBIC YARDS.

This work shall be paid for at the contract unit price per CUBIC YARD for TOPSOIL EXCAVATION AND PLACEMENT which price shall include all of items listed in the Standard Specifications.

COIR LOG – TOE OF SLOPE PROTECTION

This work shall be performed in accordance with the applicable portions of Section 280 of the Standard Specifications, and as directed by the engineer.

This work shall be performed in accordance with applicable portions of Section 280 of the Standard Specifications, and as directed by the Engineer. A coconut coir log shall be keyed into the existing bank at the approximate normal water level. The coconut coir log shall be staked in place with a wooden staked spaced no more than four (4) feet apart. Please see the detail on sheet C-07 for more information.

The coconut coir log shall be constructed of an interior mattress of coir fibers bound with bristle coir twine. The log diameter must be at a minimum of 12-inches in diameter and a density of

9lbs/ft³, weight of 7lbs/ft. An example of the coir log – toe of slope protection is depicted in the photo below:



This work shall be measured for payment in FEET.

This work shall be paid for at the contract unit price per FOOT for COIR LOG – TOE OF SLOPE PROTECTION which price shall include all of items, materials, labor and equipment listed in Section 280 of the Standard Specifications.

LIMESTONE OUTCROPPING

This work shall consist of installation of limestone outcropping slabs in the location shown on the plans. The stones shall adhere to the typical dimensions as shown on sheet C-07 of the plans. Non-woven geotextile shall be keyed in to the native soils as shown on sheet C-07. The subbase for the limestone outcroppings shall consist of CA-7 washed aggregate. The subbase shall be applied in compacted in lifts no greater than six (6) inches. The outcropping slabs shall be keyed into the surrounding soil such that the uphill edge of each stone is no greater than two (2) inches protruding from the ground surface.

Limestone outcropping slabs furnished by the Contractor shall comply with the following requirements:

Parameter and/or Testing Procedure	Acceptable Value
Type/Classification	Class 2 medium density dolomitic limestone
Average Adsorption, ASTM C97	Less than 8%
Average Bulk Specific Gravity, ASTM C97	2.10 or greater
Average density, ASTM C97	At least 130 lbs/cubic foot
Compressive Strength, ASTM C-170	At least 10,000 psi (average)
Modulus of Rupture, ASTM C-99	At least 1,000 psi (average)
Flexural Strength, ASTM C-880	At least 900 psi (average)

Avoid damaging limestone slabs. Limestone damaged by the Contractor’s operations will be replaced by the Contractor at their own cost. Follow limestone supplier’s recommendations, if any, for delivery, handling, storage, and placement.

An example of a limestone outcropping is depicted in the photo below:



This work shall be measured for payment in EACH.

This work shall be paid for at the contract unit price per EACH for LIMESTONE OUTCROPPING which shall include all materials, labor, machinery, geo-textile fabric, stone bedding, Limestone and associated work to install the Limestone Outcropping.

Specifications.

STONE RIPRAP, CLASS A3

This work shall be performed in accordance with applicable portions of Section 281 of the Standard Specifications, and as directed by the Engineer. Stone Riprap Class A3 gradation shall be placed to the thickness identified in the plans.

The Stone Riprap Class A3 shall be placed over stone bedding as depicted in the typical cross sections for stone toe protection. It is the intent of these specifications to produce a fairly compact rip-rap protection in which all sizes of material are placed in their proper proportions. Hand placing or rearranging of individual stones by mechanical equipment may be required to the extent necessary to secure the results specified. The larger stones shall be well distributed and the entire mass of stone shall conform to the gradation specified by the engineer. All material going into rip-rap protections shall be placed and distributed so that there will be no large accumulations of either the larger or smaller sizes of stone.

The contractor shall guarantee bank structures shall remain in place throughout one full year after project completion. Repairs shall be done with light tracked equipment to minimize disturbance to established areas and disturbance that exposes bare soil must be stabilized with materials per the design plans. The Village reserves the right to change these directives if they are deemed to impose too much of an impact upon the project area. Repairs may be done with nominal dewatering techniques such as sandbag diversions. Installation of filter fabric shall be incidental to construction and no additional compensation will be given. The approximate size for Stone Riprap Class A3 shall be based on IDOT standards.

This work shall be measured for payment in SQUARE YARDS.

This work shall be paid for at the contract unit price per SQUARE YARD for STONE RIPRAP, CLASS A3 which price shall include all of items listed in the Standard Specifications. Over excavation for the installation of stone rip rap shall be considered incidental.

GREEN ROOF

The green roof system shall be supplied by the Contractor and installed by Intrinsic landscaping, Inc. or approved equal. The Contractor shall supply a shop drawing of the green roof system for approval. Pre-vegetated mats shall be used for vegetation. A list of plant species used in the pre-vegetated mats shall be provided for approval prior to installation. A rain barrel adjacent to the green roof structure will need to be tied into the system.

Intrinsic Landscaping Inc.
Kurt Horvath – 847-391-9266
4336 Regency Dr.
Glenview, IL 60025

At least one person must be present at all times during execution of this portion of the Work that is thoroughly familiar with the type and operation of equipment and techniques being used. Said person shall direct all work performed under this section.

Green Roof Contractor Qualifications:

Utilize an installer having successfully completed green roof installation similar in design, material, and extent indicated on this project within the last five (5) years.

This work shall be measured for payment in LUMP SUM.

This work shall be paid for at the contract unit price per LUMP SUM for GREEN ROOF which price shall include all the material, labor and equipment to complete the work described above.

RAIN BARREL

The rain barrel system shall be supplied by the Contractor and installed in coordination with the green roof installation per manufacturer's specifications. The downspout diverter kit shall be Fiskars DiverterPro Rainwater Diverter.

EMSCO Group
Model: 2292 Waterstone
Type: 60 Gallon – Sandstone Rock

FISKARS
DiverterPro Rainwater Diverter

This work shall be measured for payment in LUMP SUM.

This work shall be paid for at the contract unit price per LUMP SUM for RAIN BARREL which price shall include all the material, labor and equipment to complete the work described above.

SOLAR LIGHTS

The solar powered lighting system shall be supplied by the Contractor and installed per manufacturer's specifications and details in plan.

SEPCO

SEPA 275PC-QSPC-2LNC15-MPPT21

2 Laredo Fixtures 15 Watt LED

Maximum Power Point Tracker: Dusk to Dawn Operation

10' Aluminum Pole with Anchor Base

This work shall be measured for payment in EACH.

This work shall be paid for at the contract unit price per EACH for SOLAR LIGHTS which price shall include all the material, labor and equipment to complete the work described above.

HERBICIDE SPRAYING

This work shall be performed in accordance with the applicable portions of Section 107 of the Standard Specifications. The Contractor must be fully licensed and/or certified to handle and apply herbicide.

Herbicide application shall effectively kill all species found onsite within the native seeding and planting areas, barring those marked for protection.

Prior to starting soil preparation and planting, the work area shall have herbicide applied twice (2x) during the growing season.

In areas where native seed is identified on the plans, herbicide existing vegetation with a 2.5% solution of the aquatic approved herbicide, Glyphosate, N-(phosphonomethyl) Glycine, trade name Rodeo, Aqua Neat, or equivalent. Active ingredients in all herbicides used for the project must be equal to 53.8% composition or higher. Only spray when vegetation is green or actively growing. Reapply herbicide three weeks later to ensure 100% of vegetation is dead following application. Herbicide must be applied prior to reshaping the shoreline from its existing condition to the proposed 3:1 slope.

Herbicide spraying is considered incidental to native seeding and planting areas. Properly applying herbicide as described is crucial to the overall success and performance of the native areas.

PLANT BED PREPARATION

This work shall consist of ground preparation and edging for perennial plant beds as shown on the plans, and as directed by the Engineer.

The Contractor shall stake, flag, or otherwise layout plant beds for approval by the Engineer prior to commencing with plant bed preparation. Once approved, all existing turf / bedline shall be cut out two inches (2") below the existing soil line, and disposed of as specified in Article 202.03, or killed using RoundUp at the manufacturer's suggested rate 14 days prior to planting. Removal

and disposal of unsuitable materials shall be incidental to planting bed preparation.

The area to be planted shall be disked, raked, or rototilled to a minimum depth of four inches (6") reducing all soil particles to a size not larger than two inches (2") in the largest dimension. The prepared surface shall be relatively free from weeds, clods, roots, sticks, rivulets, gullies, crusting, and caking. No planting shall occur until the planting bed has been amended with compost as specified. If the planting area is not deemed suitable by the Engineer additional preparation may be required at no expense to the owner.

Placement of compost shall consist of furnishing, transporting, spreading, and incorporating compost into planting bed areas in accordance with Sections 211, 212 and Article 1081.05(b) of the Standard Specifications except as modified herein, as shown on the plans, and as directed by the Engineer.

The Contractor shall inform the Engineer of his intended source for the landscape compost. The Engineer will inspect the landscape compost to ensure that it meets with the requirements of the Standard Specifications.

Compost shall be a mixture of decomposed grass clippings, small branches, and leaves. Said mixture shall be screened and free of refuse, stone, clumps, roots, large branches, clay, and other foreign material. The compost shall be of such consistency that it can be readily incorporated with topsoil.

Compost shall not be placed until the area designated has been shaped, trimmed, and finished in accordance with Section 212 of the Standard Specifications, and any required placement of soil has been completed. Prior to compost placement, the area shall be disked or raked to a minimum depth of six inches (6") and all debris and loose stones removed. The grades and condition of the area must be approved by the Engineer prior to compost placement.

The compost shall be placed in the planting beds to the depth of 2 inches (2") and shall meet finish grades within specified tolerances. After the Engineer verifies that the proper compost depth has been applied, the Contractor shall completely incorporate the compost into the soil to a minimum depth of 6" by raking, disking or rototilling to amend the existing soil.

After the compost has been incorporated into the soil, any debris or piles of unincorporated material shall be immediately removed from the finished area to the lines and grades shown on the plan and approved by the Engineer. Disposal of material shall be in accordance with Article 202.03. Removal and disposal of unsuitable materials shall be incidental to compost placement.

This work shall be measured for payment in SQUARE YARDS.

This work shall be paid for at the contract unit price for PLANTING BED PREPARATION, which price shall include all materials, labor, and equipment necessary to complete this work as specified herein and to the satisfaction of the Engineer.

SEEDING – FLOODPLAIN

This work shall be performed in accordance with applicable portions of Section 250 of the Standard Specifications, and as directed by the Engineer. A floodplain seed mix shall be used on

all areas specified for native seeding in the plans. The seed mix species and rate of application of the seed shall be in conformance with the seeding list in the construction plans. For any area or soils disturbed by construction activities or shoreline reshaping, the disturbed area shall be reseeded with the floodplain seed list. All seed species shall be supplied as pure live seed. All species native to Illinois shall be from within a 200-mile radius of the project site unless approved in writing by the Engineer. Seeding shall be performed in conformance within the times outlined in Article 250.07 of the Standard Specifications.

Seeding shall be done no sooner than 2 weeks after the last herbicide treatment. All foreign matter larger than four inches in any dimension shall be removed from the areas to be seeded and/or planted.

Seeding shall be conducted as soon as the soil is free of frost and in a workable condition but no later than June 30th.

All seed shall be preferentially installed by broadcasting into a lightly scarified soil surface. All methods shall be approved by the owner

If soil is too wet or grade is too steep to install seed as described in above, a mechanical broadcast seeder, such as a cyclone, shall be used. Hand broadcasting of seed may also be employed.

Within 24 hours of seeding, specified erosion control blanket and/or straw mulch shall be installed per manufactures' specifications shown on the plans.

All native seed shall be approved by the Village's consulting ecologist prior to installation.

Please see the plans for the seed mixture information.

After completion of native seeding, the contractor shall schedule with owner a provisional acceptance inspection of the work.

The work shall be considered 90% complete after all seed has been installed and the contractor has completed all required clean up, removal, and repair.

Final acceptance: the work shall be considered 100% complete after the contractor has met or exceeded the performance standards given in the following paragraph.

The contractor shall guarantee seeded and/or planted areas will meet or exceed the following performance criteria three full growing seasons after provisional acceptance: 80% total (aerial) plant cover and at least 60% relative cover by seeded and/or planted native species in each native plant community/zone. In addition, non-native and/or invasive native species shall collectively not comprise greater than 30% relative cover in each native plant community. Opportunistic invasive/non-native shrubs and trees shall not exceed 10% of any plant community.

Remedial action: if seeded areas fail to meet the expectations of the Owner and the Engineer, the contractor will develop a remedial action plan that takes into consideration the site goals and specific deficiencies. The contractor will submit the remedial action plan to the Owner for approval then implement the remedial action plan and submit a report that describes the remedial action

taken. The Contractor will be required to perform additional remedial seeding/planting for a minimum of two growing seasons.

This work shall be measured for payment in SQUARE YARDS.

This work shall be paid for at the contract unit price per SQUARE YARD for SEEDING - FLOODPLAIN which price shall include all of the above and the materials, labor and equipment listed in the applicable sections of the Standard Specifications.

SEEDING – WET MESIC

This work shall be performed in accordance with applicable portions of Section 250 of the Standard Specifications, and as directed by the Engineer. A floodplain seed mix shall be used on all areas specified for native seeding in the plans. The seed mix species and rate of application of the seed shall be in conformance with the seeding list in the construction plans. For any area or soils disturbed by construction activities or shoreline reshaping, the disturbed area shall be reseeded with the floodplain seed list. All seed species shall be supplied as pure live seed. All species native to Illinois shall be from within a 200-mile radius of the project site unless approved in writing by the Engineer. Seeding shall be performed in conformance within the times outlined in Article 250.07 of the Standard Specifications.

Seeding shall be done no sooner than 2 weeks after the last herbicide treatment. All foreign matter larger than four inches in any dimension shall be removed from the areas to be seeded and/or planted.

Seeding shall be preferentially conducted as soon as the soil is free of frost and in a workable condition but no later than June 30th.

All seed shall be preferentially installed by broadcasting into a lightly scarified soil surface. All methods shall be approved by the owner

If soil is too wet or grade is too steep to install seed as described in above, a mechanical broadcast seeder, such as a cyclone, shall be used. Hand broadcasting of seed may also be employed.

Within 24 hours of seeding, specified erosion control blanket and/or straw mulch shall be installed per manufactures' specifications shown on the plans.

All native seed shall be approved by the Village's consulting ecologist prior to installation.

Please see the plans for the seed mixture information.

After completion of native seeding, the contractor shall schedule with owner a provisional acceptance inspection of the work.

The work shall be considered 90% complete after all seed has been installed and the contractor has completed all required clean up, removal, and repair.

Final acceptance: the work shall be considered 100% complete after the contractor has met or exceeded the performance standards given in the following paragraph.

The contractor shall guarantee seeded and/or planted areas will meet or exceed the following performance criteria three full growing seasons after provisional acceptance: 80% total (aerial) plant cover and at least 60% relative cover by seeded and/or planted native species in each native plant community/zone. In addition, non-native and/or invasive native species shall collectively not comprise greater than 30% relative cover in each native plant community. Opportunistic invasive/non-native shrubs and trees shall not exceed 10% of any plant community.

Remedial action: if seeded areas fail to meet the expectations of the Owner and the Engineer, the contractor will develop a remedial action plan that takes into consideration the site goals and specific deficiencies. The contractor will submit the remedial action plan to the Owner for approval then implement the remedial action plan and submit a report that describes the remedial action taken. The Contractor will be required to perform additional remedial seeding/planting for a minimum of two growing seasons.

This work shall be measured for payment in SQUARE YARDS.

This work shall be paid for at the contract unit price per SQUARE YARD for SEEDING – WET MESIC which price shall include all of the above and the materials, labor and equipment listed in the applicable sections of the Standard Specifications.

SEEDING CLASS 1B

This work shall be performed in accordance with applicable portions of Section 250 of the Standard Specifications, and as directed by the Engineer. IDOT Class 1B (Low Maintenance Lawn Mixture) shall be within limits shown on the plans. Seeding shall be performed in conformance within the times outlined in Article 250.07 of the Standard Specifications.

This work shall be measured for payment in SQUARE YARDS.

This work shall be paid for at the contract unit price per SQUARE YARD for SEEDING CLASS 1B which price shall include all of items, materials, labor and equipment listed in Section 250 of the Standard Specifications.

PLANTINGS – PLUGS

This work shall be performed in accordance with applicable portions of Section 254 of the Standard Specifications, and as directed by the Engineer. Plugs shall be planted to the spacing and limits identified in the plans.

All plugs shall be potted, nursery grown, and exhibit vigorous root growth. The plugs shall be healthy, disease and pest-free live plants. The plugs shall be delivered to the project site after planting preparations have been completed. The live plants shall be packed in a manner that ensures adequate protection against physical damage during transit, including wind damage and desiccation. If planting is delayed more than four hours after delivery, plants shall be kept moist and cool in refrigerated containers or in the shade, protected from weather and mechanical damage. All plants shall be installed through the specified erosion control blanket shown on the plans or installed in the appropriate depth or water per the detail on Sheet C-07. It is intended that the plugs be installed adjacent to the proposed coir log. Some plugs will be above and some will be below the coir log as shown in the Coir Log Roll Detail on Sheet C-07. Plants shall be held in and watered

to prevent desiccation and to reduce shock to the roots. Installation is best in the morning or afternoon when the sun is not hottest and brightest. Plants shall be installed not less than 14 days after herbicide treatment. Avoid driving or walking over planted areas to minimize disturbance.

The contractor shall guarantee planted areas will meet or exceed the following performance criteria one full growing season after provisional acceptance: 70% survivorship of all plugs. If more than 30% of the plants do not survive after one year, the contractor shall return to the site and replant lost plants as specified by The Village of Lake in the Hills and/or to meet the performance standard.

Please see the plans for list of plug plant species for the shoreline and swale.

This work shall be measured for payment in EACH.

This work shall be paid for at the contract unit price per EACH for PLANTINGS - PLUGS which price shall include all of labor, equipment and labor required to complete the work described above.

TREE AND SHRUB PLANTINGS

This work shall consist of planting woody plants in accordance with Article 253 of the Standard Specifications except as modified herein, and as shown on the plans, and as directed by the Engineer.

All plant beds and individual tree saucers with a minimum diameter of 5' shall receive a hand tooled edge. Using a garden spade, the edge shall be cleanly trenched to a minimum depth of three inches (3") with one vertical side toward the lawn area.

Within 48 hours after planting, shredded hardwood bark mulch shall be placed around all plants in the entire mulched bed or saucer area specified to a depth of three inches (3"). The shredded hardwood bark shall be: free of leaf material, standard size with a minimum particle size of 1/4" and a maximum size of 1 1/4". No weed barrier fabric will be required for tree and shrub planting. A pre-emergent herbicide shall be applied at the manufacturer's recommended rate.

Wrapping of all deciduous trees (shade trees and ornamentals) shall be done immediately after planting. Trees shall be inspected for injury to trunks, disease, insect infestation, and improper pruning before wrapping. The Contractor shall be responsible for the condition of this wrapping throughout the life of this Contract. Any damage resulting from the improper installation or maintenance of this wrapping shall be the responsibility of the Contractor and such damaged trees shall be replaced by the Contractor at their expense.

Removal and disposal of unsuitable materials shall be incidental to tree and shrub planting.

This work shall be measured for payment in EACH.

This work shall be paid for at the contract unit price for TREES, SHRUBS, or EVERGREENS of the species, root type, and plant size specified, which price shall include all materials, labor, and equipment necessary to complete this work as specified herein and to the satisfaction of the Engineer.

(a) Initial payment. Upon completion of planting, mulch covering, wrapping, and bracing, 90 percent of the pay item(s) will be paid.

(b) Final payment. Upon inspection and acceptance of the plant material, or upon execution of a third party bond, the remaining ten percent of the pay item(s) will be paid.

PERENNIAL PLANTS

This work shall consist of furnishing and installing live potted perennial plants in accordance with Articles 254.01, 254.02 (b), and 254.03 (b) through 254.08 of the Standard Specifications except as modified herein, as shown on the plans, and as directed by the Engineer.

The Contractor must submit a complete listing of the source of all plant materials to be used. Include complete data on source, quantity, and quality. Plant materials shall not be delivered to the project site until this submittal has been approved.

The Contractor must submit material certificates for all plant materials to be used on the project. The material certificates must be signed by the nursery supplying the plant material.

All plant materials shall be free from insects and disease. Species shall be true to their botanic name as specified. All plant materials shall be nursery grown stock at least two (2) years old, and must exhibit healthy vigorous growth as determined by the Engineer. Any shipments/deliveries of plants shall be packaged and delivered so as to ensure the viability of the plant material. All plants shall be healthy, leafed out, and ready for immediate installation upon delivery. The Contractor shall replace any plants that are deemed inconsistent with these characteristics. No substitutions shall be made without prior consent of the Engineer.

Compost shall be placed in the planting beds to a depth of two inches (2") and worked into the soil to a depth of six inches (6").

Deliver plant materials to project site after preparations for planting have been completed. Handle plant materials in accordance with best horticultural practices at all times. Plant materials shall be packed in such a manner as to insure adequate protection against wind damage, desiccation, and other physical damage while in transit.

If planting is delayed more than four (4) hours after delivery, keep plant materials in refrigerated container or set plants in shade protected from weather and mechanical damage, and keep moist and cool. All plant materials shall be subject to inspection and approval by the Engineer prior to installation.

The Contractor shall stake, flag, or otherwise layout the location(s) of all plantings prior to planting. The Engineer reserves the right to make minor adjustments to plant material locations without additional cost to the Owner.

Excavate plant pits with hand tools. Plant pits shall be round with vertical sides and flat bottoms. When conditions detrimental to plant growth are encountered during excavation such as rubble fill, adverse drainage, or other obstructions, notify Engineer immediately prior to continuing with planting operations. Install all plant materials straight, true, and plumb. Remove container from

container grown planting stock prior to placement in pit. If container grown stock is root bound, score sides and bottom of root mass. All plant materials shall be adequately healed in to prevent desiccation and/or upheaval. All plant materials shall be thoroughly watered by the Contractor immediately following planting. The Contractor shall be responsible for continued watering of all plant materials as necessary during Period of Establishment.

All plant beds shall be mulched with fine grade shredded hardwood bark mulch to a depth of three inches (3") within 24 hours of planting. A mulch sample shall be submitted to the Engineer for approval 72 hours prior to placing. Mulch shall be kept out of the crown of plant materials, off pavement, light standards, and other structures. Do not mound mulch around the base of plant materials.

A pre-emergent herbicide shall be applied at the manufacturer's recommended rate in the perennial beds after the mulch has been properly installed.

Maintenance of all plantings shall begin immediately after planting and continue through the Period of Establishment (POE), which shall be a period of not less than thirty (30) days commencing after one-hundred percent (100%) of the perennial planting work has been completed and initially accepted by the Engineer. During the POE provide watering, raking/redistribution of mulch, addition of mulch to maintain original specified depth, pesticide application, weed control, and replanting as necessary to ensure one-hundred percent (100%) survival of all perennial plants. This period of establishment (POE) will not be paid for separately, but is incidental to all other Work of this section.

The Contractor shall be required to water all plant material a minimum of once every seven (7) days during the POE. If additional watering is called for by the Engineer after the POE, the Contractor shall water the plant material at the direction of the Engineer.

The Contractor must notify the Engineer in writing of any concerns related to the project design prior to commencement of perennial planting Work. Later claims of non-performance resulting from project design will be summarily rejected unless concerns are thoroughly and specifically described in writing by the Contractor and submitted to the Engineer prior to commencement of planting.

All perennial plants will be subject to inspection by the Engineer before planting and at the end of the POE. Any perennial plants not found, not of a quality that would have been accepted at the time of initial planting, or dead at the end of the POE shall be replaced by the Contractor at no additional cost to the Owner.

Removal and disposal of unsuitable materials shall be incidental to perennial planting.

This work shall be measured for payment in EACH.

This work shall be paid for at the contract unit price for PERENNIAL PLANTS for each perennial plant installed, in place, including furnishing and placement of mulch after the 30-day period of establishment requirements are met.

EROSION CONTROL BLANKET – S75

This work shall be performed in accordance with applicable portions of Section 251 of the Standard Specifications, and as directed by the Engineer. Erosion control blanket type NAG S75 or equivalent shall be used in the locations shown on the plans.

This work shall be measured for payment in SQUARE YARDS.

This work shall be paid for at the contract unit price per SQUARE YARD for EROSION CONTROL BLANKET – S75 which price shall include all of items, materials, labor and equipment listed in Section 251 of the Standard Specifications.

EROSION CONTROL BLANKET - SC-150-BN

This work shall be performed in accordance with applicable portions of Section 251 of the Standard Specifications, and as directed by the Engineer.

Erosion control blanket type NAG SC-150-BN or equivalent shall be used on the streambank in the locations shown on the plans (in flood prone areas where moderate flows are anticipated). Specifically, this erosion control blanket shall be used in the areas along Woods Creek indicated for grading along the streambanks. Placement of the erosion control blanket must be completed such that the blanket is applied parallel to the centerline of Woods Creek as discussed in Article 251.04 of the Standard Specifications. Cover seeded surfaces with erosion control blanket.

Metal pins shall be 12” long, 3/16” diameter steel with 1-1/2” OD steel washers. Wood stakes shall be pine or oak, free from cracks and structurally sound.

This work shall be measured for payment in SQUARE YARDS.

This work shall be paid for at the contract unit price per SQUARE YARD for EROSION CONTROL BLANKET, SC-150-BN which price shall include all of items listed in the Standard

EDUCATIONAL SIGN

Educational signs shall be supplied by the Contractor and installed in locations shown on the plans. The sign base and frame shall be permanently installed using concrete foundations. The sign base shall be constructed of rust free, high-strength aluminum and have all corners rounded for both safety and aesthetics. The sign base shall have weep holes along the bottom for water drainage.

The educational sign shall be furnished with an interpretive panel. The panel shall provide an explanation for the purpose and function of native plantings or stream restoration. The panels shall be the 20” x 20” produced by Pulse Design or approved equivalent panels.

This sign base, panel and work will be paid for at the contract unit price per EACH for EDUCATIONAL SIGN. The payment shall include procurement of the sign supports and panel and installation.

MONITORING AND MAINTENANCE

Maintenance of the native vegetation is vital to the success of the project. The items outlined in this specification are recommendations for achieving a successful establishment and management of the native vegetation. The first three (3) years of O&M is funded under the Grant and will be

completed by the hired qualified contractor. A minimum of twice annual monitoring of all native plant communities shall be conducted for three full growing seasons following initial implementation; one season for the stone outcropping areas. **This work falls under the category of landscaping and therefore the prevailing wage requirements are not applicable to this work.**

Monitoring:

The site visits each year shall be conducted between June 1 and September 30. Each visit shall be conducted by a qualified professional with adequate plant identification skills and who is also able to make recommendations regarding management of native plant communities and stream structure maintenance. The site inspector shall collaborate over the needed maintenance requirements for a given year with the Village of Lake in the Hills and the Engineer. The vegetation monitoring shall be conducted using the meander search method to identify 1) approximate percent vegetative coverage by native and non-native species within each native plant community, 2) to create a species list for each native plant community that can be compared to installed plant lists, and 4) to make recommendations related to site management to meet 3 Year Performance Standards. Representative photographs of the restored native plant communities and stream stabilization areas shall be taken to document the site conditions through time.

Reporting:

An annual letter report shall be prepared and submitted to Lake in the Hills at the end of each growing season and not later than December 31 of the monitoring year. The report shall identify management recommendations and services that have been conducted throughout the growing season and outline future management recommendations. The report shall include a section that addresses the required 3 Year Performance Standards found in the Operation & Maintenance Plan. Site photographs shall be included in the report to document the site conditions.

Maintenance:

For the first three years (2020-2022), annual O&M of areas planted with native vegetation will likely consist of a combination of mowing, and selective herbicide application. Other activities, such as debris removal within the pond may also be required. Short term maintenance task descriptions and proposed implementation schedule (Table 1) follow.

Mowing:

The contractor shall mow native plant communities to a height of 8"-10" after vegetation in said areas reaches a height of 24" and before non-native species go to seed two times during first growing season. The contractor shall also mow to a height of 12" up to two times during the second growing season (approximately mid-June and mid-August) and possibly one time during the third growing season (approximately mid-June) unless the Engineer determines that mowing is not needed. Mowing should be done with a rotary bush hog style mower to ensure clippings are dispersed rather than deposited in dense mats, which smother vegetation, or the clippings/branches should be removed from the mowed area.

Selective Herbicide Application:

Herbicide application should be limited to areas where mowing is not possible or is not effective. Herbicide should be applied to target species (i.e. non-native and/or weedy species) using a hand-held wick application, whenever possible to avoid spraying native species, or by careful spot spraying. Best application period is just before flowering of targeted species. Herbicide can be

applied any time during the growing season as needed.

This work shall be measured for payment in YEAR.

Prior to payment being issued, the Contractor must issue a separate Construction Guarantee ensuring the performance and payment of all requirements of this item, to the Village. The Guarantee shall be in the full amount of this item, as listed on the approved bid form. The guarantee shall reference the approved contract documents and be for a full three (3) year period.

This work shall be paid for at the contract unit price per YEAR for MONITORING AND MAINTENANCE which price shall include all machinery, herbicide, permitting, labor, equipment and all associated items as described above.

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: that _____
(Full name and address)

as Principal, hereinafter called Contractor, and _____
(Full name and address)

as Surety, hereinafter called Surety, are held and firmly bound unto The Village of Lake in the Hills, 600 Harvest Gate Road, Lake in the Hills, Illinois, 60156 as Obligee, hereinafter called Owner in the amount of _____

Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors,

administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 2020 entered into a contract with Owner for the Turtle Island Park Expansion Development in accordance with Drawings and Specifications prepared by HR Green, Inc.,

which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract, this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by Owner.

Whenever Contractor shall be, and declared by owner to be in default under the Contract, The Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the

contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two(2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

LABOR AND MATERIAL PAYMENT BOND

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

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 below, do each cause this Labor and Material Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

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

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the 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 the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the 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 the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the 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 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 the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the 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 the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice by a Claimant required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. Reserved

7. The 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 the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The 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. The 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 Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the 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 or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal 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, the 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 the CONTRACTOR or with a Subcontractor of the 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 the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

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

CONTRACT FOR THE CONSTRUCTION OF

Village of Lake in the Hills – Turtle Island Park Expansion Development

CONTRACT 180992.01

ADDENDA NOS.



REQUEST FOR BOARD ACTION

MEETING DATE: May 14, 2020

DEPARTMENT: Public Works

SUBJECT: Request to waive the competitive bidding requirements and award a contract for the Well 11 Design/Build Project.

EXECUTIVE SUMMARY

In 2017, staff presented a plan for a multi-year water treatment facility upgrade project for each of the eight Village well houses. In 2018, the Village completed a design/build project for Well 14 on McPhee Drive, and again in 2019 at the Well 12 and Well 6 water treatment plants. The projects brought much needed controls and process upgrades to the aging systems at Wells 14, 12 and 6. All projects were completed on time and within budget.

Earlier this year, staff met with representatives from Baxter & Woodman/Concentric Integration ("Concentric Integration"), the Village water resources and controls engineer, to design the Well 11 improvements that are budgeted in FY20. Similar to the upgrades performed at Wells 14, 12 and 6 the Well 11 project consists of two components; upgrading the SCADA system controls, and replacing and upgrading the mechanical valves and actuators. During the design discussions for Well 11, staff determined there was an opportunity to reduce the cost by splitting the project, allowing Concentric Integration to replace the SCADA system controls componentry, and purchasing the mechanical valves and actuators through a competitive bid process and installing them with in-house staff. This was successful at Wells 12 and 6, and will be repeated at Well 11 at a significant savings to the Village. The Concentric Integration portion of the project has been priced at \$364,100.00.

In order to procure the valves and actuators that will be installed by in-house water division staff, a Request For Proposal (RFP) will be authored by Village staff and in June, the RFP invitation will be sent to multiple water system part supply vendors, posted on the Village's website, and published in the Northwest Herald.

FINANCIAL IMPACT

The Village's 2020 budget includes \$35,000.00 for professional engineering oversight and \$350,000.00 for the electrical and mechanical componentry upgrade work for Well 11 for a total project budget amount of \$385,000.00. If approved, the contract with Concentric Integration would be in the amount of \$364,100.00, and allow \$20,900.00 to be spent on valves and actuators.

ATTACHMENTS

1. Recommendation Memo
2. Concentric Integration Proposal
3. Capital Asset Form

RECOMMENDED MOTIONS

Motion to waive the competitive bidding requirement and award a contract to Concentric Integration, LLC for the SCADA system upgrade portion of the Well 11 Design/Build project in the amount of \$364,100.00.

Lake in the Hills Public Works Department

MEMORANDUM

To: Dan Kaup, Public Works Director
From: Ryan McDillon, Water Superintendent
Date: May 6, 2020
Subject: Well 11 Design/Build Recommendation

It is my recommendation to contract with Baxter and Woodman/Concentric Integration (“Concentric”) on a design/build method of construction for the Well 11 treatment plant SCADA controls improvements for a cost of \$364,100.00. Concentric recently performed similar work on Wells 14, 6 and 12 and my staff and I have been satisfied with the quality of work that was performed.

If approved, the contract with Concentric Integration would be in the amount of \$364,100.00.



Project Proposal

March 25, 2020

Mr. Dan Kaup
Director of Public Works
Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills, IL 60156

Subject: Well No. 11 Water Treatment Plant Rehab

Concentric Project Number: 191252.50

Dear Mr. Kaup:

The Village's Well #11 Water Treatment Plant (WTP) has served the Village well for years, but has several older, broken, unserviceable, and obsolete items that all need to be repaired. The medium voltage electrical infrastructure is over 30 years old and presents an inherent risk to safety due to its age. The cost of servicing it and finding obsolete parts puts an additional burden on the Village's operators to maintain and operate the WTP.

Additionally, the devices at the WTP that are responsible for running the plant (the Programmable Logic Controllers, or PLCs), as well as the Village's Water System as a whole at the nearby Elevated Tank 3 are in the "active mature" phase, where replacement parts are very expensive and are recommended to be replaced.

The Village could elect to complete a traditional design-bid-build project for the improvements, but there is not a lot of detailed design that needs to be completed, and a project less than a million dollars would not likely bring the type of competition required to get competitive pricing. Also, the overhead of a general contractor is not necessarily required for the small, relatively simple work that needs to be accomplished at the WTP. For these reasons, Concentric Integration and Baxter & Woodman are recommending the Village consider a Design/Build project where Concentric would coordinate design completion, bidding of sub-contracted trades, and completing all the small projects under a single coordinated project for the Village. Following is our detailed scope of services to complete the higher priority Well #11 WTP upgrades under a cost-effective Design/Build process.

Scope of Services

Project/Program Management

1. Plan, schedule, and coordinate the activities that must be performed to complete the Project.

Medium Voltage Electrical Infrastructure Upgrades and Improvements

1. Demolish and remove existing medium voltage (2.4 kV) switchgear and retain ComEd meter, current transformer, potential transformer, and well pump motor starter.





2. Demolish and remove existing 480V transformer and retain ComEd meter, current transformer, and potential transformer.
3. Coordinate with ComEd Utility for de-energizing and upgrades to the electrical meter and service pole.
4. Route temporary power from Public Works to maintain low voltage equipment such as SCADA alarms and unit heaters.
5. Install new 480V switchgear, transformer, automatic transfer switch (ATS), and external generator lug box with associated excavation and concrete pads as needed.
6. Install new 2.4kV transformer and reinstall the well pump motor starter with associated excavation and concrete pads as needed. Conduct Meggar test on existing conductors and replace as required.
7. Water Treatment Plant outage is expected to take three weeks for installation barring any utility conflicts. No temporary power provisions are made to maintain normal well operation during this time.

Flow Meter Replacement

1. Replace three (3) existing propeller meters with Magnetic meters as follows:
 - a. 10" Effluent Flow Siemens Mag Meter with Integral Transmitter.
 - b. 6" Backwash Supply Siemens Mag Meter with Integral Transmitter.
 - c. 6" Blended Flow Siemens Mag Meter with Integral Transmitter.
2. Replace three (3) softener flow meters with paddlewheel flow sensor and pulse converters.
3. Replace one (1) brine flow meter with paddlewheel flow sensor and batch counter.
4. Integrate flow meters into SCADA.

Replace Existing PLCs and OITs

1. Replace existing Filter Control Panel (FCP) and Supervisory Control Panel (SCP) SLC-Series Programmable Logic Controllers (PLCs) with Allen-Bradley CompactLogix Series PLCs. Provide input/output cards to accommodate all existing inputs/outputs. Migrate PLC programs from existing SLC series PLCs to the new CompactLogix PLCs. Provide new Ethernet switch in the SCP. Route new Ethernet cable from the SCP to the FCP through existing conduit between the control cabinets.
2. Remove door-mounted operator devices from the FCP and install door cover plate to cover holes in door.
3. Replace existing PanelView from the SCP with new PanelView Plus. Migrate existing program and load into new PanelView Plus. Add additional screens on the PanelView to replace door-mounted operator switch functions on the FCP.
4. Replace existing polling PLC in Tower 3 (near Well 11 WTP) with CompactLogix PLC. Remove existing data concentrator (DCON) PLC in the Well 11 WTP panel. Consolidate programs from the existing Tower 3 and





DCON PLCs into the new Tower 3 CompactLogix PLC. Modify the SCADA software tag database to read tags from the new PLC.

5. Install two Westermo DDW-142 (or equal) Ethernet extenders (one in the Tower 3 control panel and one in the SCP) to allow extension of the Ethernet network to the Tower 3 PLC using the existing DH+ cable.
6. Provide additional control panel improvements as follows:
 - a. Replace existing 24VDC power supplies in the SCP, and replace the 24VDC power supply in the FCP.
 - b. Provide relay, wiring, and other miscellaneous components as required to implement UPS bypass power circuit in the SCP and Tower 3 PLC panel, allowing power to automatically switch between UPS power and utility power if UPS were to fail.
 - c. Add new power fail relay to the SCP panel.
 - d. Add power feed surge protection to the SCP and Tower 3 panel.

Replace Pressure Transmitters

1. Replace existing softener differential pressure transmitters with Rosemount 2051 (or equal) transmitters with local digital display.
2. Replace existing system pressure transmitter with Rosemount 2051 (or equal) transmitter with local display.

Softener Synchronization

1. Provide PLC and PanelView programming to allow automatic synchronization of softener regeneration cycles to optimize and minimize salt usage.

OPTIONAL: Pre-Chlorination Feed Tap IEPA Design Permit

- Prepare an Application for Construction Permit and necessary documents to submit to the Illinois Environmental Protection Agency (IEPA) to allow a new feed tap in the Raw Water line for pre-chlorination.
- Additional fee of \$5,000.

Concentric Assumptions / Customer Responsibilities

1. Customer will assign an initial project manager at the project kickoff meeting.
2. Customer will provide site access for installation, programming, and startup during Customer's normal business hours. Work outside of Customer's normal business hours can be agreed upon as needed, provided Concentric can secure the site(s) upon departure.





3. Customer understands that all existing equipment to remain is assumed to be in good, working order. In the event that any other equipment does not perform as-expected, Concentric will work with the Customer to repair, as-needed, under a separate contract.
4. Customer will dispose of/recycle any removed equipment.

Project Schedule

Our estimated project schedule will be agreed upon at the project kickoff meeting.

Warranty

The warranty listed in the Standard Terms and Conditions (Paragraph 12.2):

- DOES apply
- DOES NOT apply

Fee

Our fee for the above base scope is a Lump Sum of \$364,100.

The Optional services for preparing the IEPA permit application is an additional \$5,000 fee.

This proposal is valid for 90 days from the date issued.

Standard Terms and Conditions References

Effective Date: The Effective Date of this Proposal and the associated Standard Terms and Conditions shall be the date this Proposal is accepted as shown by Customer's dated signature below.

Third Party Materials (See Standard Terms and Conditions Paragraphs 3.2 & 8.3):

- DOES apply
- DOES NOT apply

Notices: Notices required to be provided to Customer in accordance with Paragraph 16.3 of the Standard Terms and Conditions shall be delivered to the individual and address given above, unless Customer provides updated notification information to Concentric in writing





Standard Terms and Conditions

Concentric Integration, LLC's Standard Terms and Conditions, Version 10 (V10), located at <http://goconcentric.com/standard-terms/> are hereby incorporated into this Project Proposal as though fully attached hereto. By signing below, each of the undersigned represents and warrants that Concentric Integration, LLC's Standard Terms & Conditions are legal, valid and binding obligations upon the parties for which they are the authorized representative.

Acceptance

If this proposal is acceptable, please sign one copy and return it to us. Feel free to contact me if you have any questions.

Sincerely,

CONCENTRIC INTEGRATION, LLC

Michael D. Klein, PE
Vice President of Operations
MDK

CUSTOMER:
VILLAGE OF LAKE IN THE HILLS

ACCEPTED BY: _____

TITLE: _____

DATE: _____

Check box and initial if the Optional services for the IEPA Design Permit application are to be included with this project.

I:\CRYSTAL LAKE\LITHV\191252-WELL 11 REHAB PROM\10-INITIATION\191252PROPOSAL-WELL11REHAB.DOCX



CAPITAL ASSET REQUEST FORM

FUND:	Water O&M
DEPARTMENT:	Public Works
DIVISION:	Water

NAME OF ASSET OR PROJECT TITLE:

Well 11 Upgrades

TOTAL EXPECTED COST:

\$350,000

DESCRIPTION:

Well 11 Improvements

CATEGORY:

- Mandate
- Rehabilitation or Asset Management
- Operational Improvement
- New Initiative

CRITERIA:

- 1: Well 11 is one of six treatment facilities on the high-pressure side of the Village and one of two deep wells. Well 11 is currently 24 years old and in need of operational improvements to reduce maintenance and operations costs.
- 2: Well 11 was constructed in 1996 and has been a major contributor to the system. The control valves and actuators were replaced in 2005, however the controls and electrical equipment are in need of upgrades. Well 11 will be the forth in a series of improvements to the water treatment facilities. To date, Wells 14, 12 and 6 have been successfully upgraded using a design build approach in partnership with Concentric Integration.
- 3: Upgrades to Well 11 will improve efficiency and cut back on labor cost to keep it operational.





REQUEST FOR BOARD ACTION

MEETING DATE: May 14, 2020

DEPARTMENT: Public Works

SUBJECT: Special Services Area 51 Water Main Change Order 1

EXECUTIVE SUMMARY

The SSA 51 Water Main Replacement Project was awarded to Mauro Sewer on October 22, 2019 for \$1,469,347.00. During the construction of the project, three components of the work have been amended which warrants this Change Order.

Directional Boring Removal & 14" HDPE Pipe Addition

One component of the project includes installing a second water main feed to the area by directional boring a casement and water main under Algonquin Road to the Special Services Area. Due to numerous large boulders under the roadway, the contractor cannot directionally bore the casement, and is requesting to decrease the diameter size of the bore to allow for a cased 14 inch HDPE pipe, so that the connection can be made. This change will result in an increase in the contract in the amount of \$22,542.00, after removing \$65,458.00 of directional boring work from the project and adding \$88,000.00 to the project for the 14 inch HDPE pipe.

Emergency Interconnect Removal

Another component of the project included an emergency interconnection with Algonquin. Due to the difference in system pressures, the two communities will not benefit from the interconnection. This will result in a reduction in the contract of \$68,000.00.

Additional Water Main (IEPA Requirement)

Finally, the Illinois Environmental Protection Agency required the Village amend a portion of the project to allow for shorter service line runs, which resulted in additional water main than the project originally called for. This will result in an increase in the contract in the amount of \$46,615.04. This additional work could not have been foreseen at the time the contract was signed, that it is germane to the project, and that it is in the best interest of the Village to perform this additional work.

The final cost of the project will be determined by the final "field verified" unit costs; however, as Table 1 (below) shows, these three changes are expected to increase the total project cost by \$1,157.04. As this project is paid for through a General Obligation Bond, the Village contemplated the potential need for additional funding in the event the project cost more than the award amount. As such, the Village bonded an additional 10% as a contingency for the project, and so this additional cost will be covered by the original bonded amount.

Table 1

Change Order Component	Cost
Directional Boring Removal	\$ (65,458.00)
14" HDPE Pipe Addition	\$ 88,000.00
Emergency Interconnect Removal	\$ (68,000.00)
Additional Water Main (IEPA Requirement)	\$ 46,615.04
Total Contract Increase	\$ <u>1,157.04</u>

Attached for your review and consideration is a Resolution approving the Change Order to allow for these three project component changes.

FINANCIAL IMPACT

An increase to the contract amount of \$1,157.04 for a total new contract amount of \$1,470,504.04.

ATTACHMENTS

1. Change Order 1
2. Resolution

RECOMMENDED MOTION

Motion to approve a Resolution and Change Order 1 to increase the total cost of the contract from \$1,469,347.00 to \$1,470,504.04.

CHANGE ORDER

No. One

Project: SSA 51 Water Main Replacement Date Prepared: May 8, 2020

Owner: Village of Lake in the Hills
9010 Haligus Road
Lake in the Hills, Illinois 60156

Contractor: Mauro Sewer Construction Inc.
1251 Redeker Road
Des Plaines, IL 60016

Engineer: Chad Pieper (HR Green)

Contract: SSA 51 Water Main Replacement Project

Project No: _____

You are directed to make the following changes in the Contract Documents.

Description:

Directional Boring Removal & 14" HDPE Pipe Addition - Due to numerous large boulders under the roadway, the contractor cannot directionally bore the casement, and is requesting to decrease the diameter size of the bore to allow for a cased 14 inch HDPE pipe, so that the connection can be made. This change will result in an increase in the contract in the amount of \$22,542.00, after removing \$65,458.00 of directional boring work from the project and adding \$88,000.00 to the project for the 14 inch HDPE pipe. (Notes: Removal of Line Items 23, 24 and 18' of Line Item 19. 14" HDPE Pipe cost at \$550.00/LF for 160 LF

Emergency interconnection with Algonquin - Due to the difference in system pressures, the two communities will not benefit from the interconnection. This will result in a reduction in the contract of \$68,000.00. (Note: Line Item #41)

Additional Water Main (IEPA Requirement) - Finally, the Illinois Environmental Protection Agency required the Village amend a portion of the project to allow for shorter service line runs, which resulted in additional water main than the project originally called for. This will result in an increase in the contract in the amount of \$46,615.04.

Table 1

Change Order Component	Cost
Directional Boring Removal	\$ (65,458.00)
14" HDPE Pipe Addition	\$ 88,000.00
Emergency Interconnect Removal	\$ (68,000.00)
Additional Water Main (IEPA Requirement)	\$ 46,615.04
Total Contract Increase	\$ 1,157.04

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price <u>\$1,469,347.00</u>	Original Contract Time No change _____ days or date
Previous Change Orders NO. 1 <u>None</u>	Net change from previous Change Orders No change _____ days
Contract Price prior to this Change Order <u>\$1,469,347.00</u>	Contract Time Prior to this Change Order No change _____ days or date
Net Increase / decrease of this Change Order <u>\$1,157.04</u>	Net Increase or decrease of this Change Order No change _____

	_____ days
Contract Price with all approved Change Orders \$ 1,470,504.04	Contract Time with all approved Change Orders No change
	_____ days or date

RECOMMENDED	AGREED	APPROVED
Date: _____	Date: _____	Date: _____
By: Dept. of Public Works	By: Mauro Sewer Construction Inc.	By: Village of Lake in the Hills
Director of Public Works	Contractor	Owner

VILLAGE OF LAKE IN THE HILLS

RESOLUTION NO. 2020-_____

**A Resolution approving Change Order 1 to the contract with
Mauro Sewer for the
SSA 51 Water Main Project to increase
the amount of the contract by \$1,157.04
for a new contract amount of \$1,470,054.04**

WHEREAS, the Village of Lake in the Hills entered into a certain contract dated October 24, 2019 with Mauro Sewer for the 2020 SSA 51 Water Main Replacement Project.

WHEREAS, during the course of construction a change was required, increasing the total amount of the project.

WHEREAS, the Board of Trustees of the Village of Lake in the Hills has determined that the circumstances said to necessitate the foregoing change was not reasonably foreseeable at the time the contract with Mauro Sewer was signed, the change is germane to the original contract as signed and the change order is in the best interest of the Village of Lake in the Hills as authorized by law;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, State of Illinois.

SECTION 1: The foregoing recitals are hereby incorporated herein as if fully set forth as findings of the President and Board of Trustees.

SECTION 2: The change order set forth on Exhibit A for the net increase of \$1,157.04 is attached hereto and by this reference incorporated herein and made a part hereof, shall be and they hereby are approved.

SECTION 3: This Resolution shall constitute the written determination required by Section 33E-9 of Article 33E of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

Passed this 14th day of May, 2020 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Ray Bogdanowski	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
Trustee Diane Murphy	_____	_____	_____	_____
President Russ Ruzanski	_____	_____	_____	_____

APPROVED THIS 14th day of May, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: