

**AGENDA
REGULAR SESSION
HIGHLAND CITY COUNCIL
CITY HALL, 1115 BROADWAY
MONDAY, MAY 2, 2022
7:00 PM**

NOTE: This is an in person meeting. However, anyone wishing to monitor the meeting via phone may do so by following the instructions on page 3 of this agenda.

CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE:

MINUTES:

MOTION – Approve Minutes of April 18, 2022 Regular Session (attached)

RETIREMENT RECOGNITION:

Mayor Hemann will recognize Captain Steve Clayton on the Occasion of his Retirement of 34 Years of Service on the Highland Fire Department.

SWEAR IN:

Mayor Hemann will recognize promotions within the ranks of the Highland Fire Department by swearing in Captain Chris Straub as Assistant Chief, Lieutenant Dan Tallman as Captain, and Lieutenant Ty Barr as Captain.

PROCLAMATION:

Mayor Hemann will read a document proclaiming the week of May15 through 21, 2022 as National Police Week.

PRESENTATION:

Superintendent Mike Sutton of the Highland Community Schools will Present Future Building Plans for the School District.

PUBLIC FORUM:

A. Citizens' Requests and Comments:

1. Highland Arts Council – Mural Presentation & Reception– Special Event Application – Lynnette Schuepbach, Representative (attached)
2. St. Paul Catholic School –St. Paul School Student Appreciation Day– Special Event Application and Road Closure Request – Haidee Todora, Representative (attached)

**Anyone wishing to address the Council on any subject may do so at this time.
Please come forward to the microphone.**

B. Requests of Council:

C. Staff Reports:

Continued

NEW BUSINESS:

- A. **MOTION** – Approve Mayor’s Reappointments of Members of the Industrial Development Commission, Including: Jim Meridith, Diane Korte-Lindsay, Jon Greve, Marshall Rinderer, and Josh Kloss (attached)
- B. **MOTION** – Bill #22-60/ORDINANCE Amending the City Code for Purposes of Adding the City Whistleblower Protection Policy (attached)
- C. **MOTION** – Bill #22-61/ORDINANCE Vacating Part of the Final Plat of Autumn Crest – 1st Addition (attached)
- D. **MOTION** – Bill #22-62/RESOLUTION Authorizing Lewis Brisbois Bisgaard & Smith, LLP to Intervene on Behalf of the City in all Tax Year Appeals before the Illinois Property Tax Appeal Board, Including Parcel Number 01-2-24-08-08-201-004, Docket Number 21-05059.001-C-3 (attached)
- E. **MOTION** – Bill #22-63/RESOLUTION Authorizing Lewis Brisbois Bisgaard & Smith, LLP to Intervene on Behalf of the City in all Tax Year Appeals Before the Illinois Property Tax Appeal Board, Including Parcel Number 02-2-18-32-02-202-021, Docket Number 21-05325.001-C-2 (attached)
- F. **MOTION** – Bill #22-64/RESOLUTION Approving and Authorizing the Execution of a Proposal for Preliminary Engineering Services with Oates Associates, Inc., for 2022 MFT Sidewalks and ADA Compliance, PW-03-22 (attached)
- G. **MOTION** – Approve Notice of Municipal Letting, Bid #PW-02-22 for the CIPP Sewer Rehabilitation 2022 (attached)
- H. **MOTION** – Bill #22-65/RESOLUTION Authorizing Allocation of Hotel/Motel Tax Funding for Homestead Harvest Days (attached)
- I. **MOTION** – Bill #22-66/ ORDINANCE Providing Authority to the City Manager and/or Mayor to Execute whatever Documents are Necessary for a Private Placement Debt Obligation Pursuant to 65 ILCS 5/8-1-3.1 (attached)

REPORTS:

- A. **MOTION** – Accepting Expenditures Report #1218 for April 16, 2022 through May 29,2022 (attached)

EXECUTIVE SESSION:

The City Council may conduct an Executive Session pursuant to the Illinois Open Meetings Act, only after citing the OMA exemption(s) allowing such meeting.

ADJOURNMENT:

Continued



Anyone requiring accommodations, provided for in the Americans with Disabilities Act (ADA), to attend this public meeting, please contact Breann Vazquez, ADA Coordinator, by 9:00 AM on Monday, May 2, 2022.

BE ADVISED this is a public meeting conducted in accordance with Illinois state law and may be recorded for audio and video content. City reserves the right to broadcast or re-broadcast the content of this meeting at City's sole discretion. City is not responsible for the content, video quality, or audio quality of any City meeting broadcast or re-broadcast.

Directions for Public Monitoring of Highland City Council Meetings:

In an effort to protect as many individuals as possible, including the leaders of our communities statewide, Governor J.B. Pritzker has issued a number of directives, one of which was to suspend the provisions of the Illinois Open Meetings Act (5 ILCS 120), requiring or relating to in-person attendance by members of a public body. Specifically, (1) the requirement in 5 ILCS 120/2.01 that “members of a public body must be physically present;” and (2) the conditions in 5 ILCS 120/7 limiting when remote participation is permitted, are suspended. Public bodies are encouraged to postpone consideration of public business where possible. When a meeting is necessary, public bodies are encouraged to provide video, audio, and/or telephonic access to their meetings to ensure members of the public may monitor the meeting, and to update their websites and social media feeds to keep the public fully apprised of any modifications to their meeting schedules or the format of their meetings due to COVID-19, as well as their activities relating to COVID-19.

In following this directive, the City of Highland is providing the following phone number for use by citizens to call in just before the start of this meeting:

618-882-5625

Once connected, you will be prompted to enter a conference ID number.

Conference ID #: 867900

This will allow a member of the public to hear the city council meeting.

Note: This is for audio monitoring of the meeting, only. Participants will not be able make comments.

Anyone wishing to address the city council on any subject during the Public Forum portion of the meeting may submit their questions/comments in advance via email to lhediger@highlandil.gov or, by using the citizens' portal on the city's website found here: https://www.highlandil.gov/citizen_request_center_app/index.php.

Any comments received prior to 3:00 PM on the day of the meeting, will be read into the record.

PROCLAMATION

To designate May 15-21, 2022 as National Police Week

In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week; and

WHEREAS, the members of the law enforcement agency of the City of Highland play an important role in safeguarding the rights and freedoms of the citizens of our community; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our department recognize their duty to serve the people by safeguarding life and property, protecting them against violence or disorder, and protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, our police department has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service;

NOW THEREFORE, I, Kevin B. Hemann, Mayor of the City of Highland, do recognize the week of May 15-21, 2022, as National Police Week. and further extend appreciation to our Police Chief Carol Presson, and to all of our Law Enforcement for the vital services they perform and their exemplary dedication to the community they serve.

Dated this 2nd day of May, 2022

Mayor



CITY OF HIGHLAND

SPECIAL EVENT APPLICATION

Authorized under City Ordinance Sec. 64-3-1

PURPOSE: The City of Highland supports various community activities and festivals throughout the year. Establishing public safety and coordinating needs between the events and the city are the overall goals of this process. It is the responsibility of the specific event Sponsors to obtain, complete, and follow through the application process for city approval.

SPECIAL EVENT: A "Special Event" is defined as: (1) any event, race, gathering, demonstration, or service; (2) that occurs partially or completely within the jurisdiction of the City of Highland; (3) is expected to draw crowds in excess of one hundred fifty (150) attendees; and (4) is expected to or could disrupt normal daily functions within the City of Highland including but not limited to traffic congestion and excess noise; or could create a public health/safety concern without proper precautions or prior planning. Specific examples would include (but are not limited to): The Kirchenfest, Schweizerfest, 5K runs, parades, Art in the Park, Fourth of July Festivities, Madison County Fair, etc. The City Manager will make the final determination as to whether an event qualifies. This will be based upon the totality of the circumstances presented.

PROCEDURE:

1. All Requests will be directed to Highland City Hall, to the attention of the Deputy City Clerk.
2. Applications will be available at Highland City Hall, Monday-Friday, 8:00 am to 5:00 pm or online through the City's web site.
3. Applications will be completed by the Event Sponsor and submitted at least 60 days prior to the event. The application must be signed by the Event Sponsor Responsible Party. Incomplete applications will not be accepted. If an application is accepted and later determined to be incomplete, the applicant will be notified by the Deputy Clerk. Failure to provide information will result in denial of application.
4. The Deputy City Clerk will forward the application to all city departments that have responsibilities relating to the event. If necessary, a committee meeting involving the event Sponsor and city stakeholders may take place to clarify questions, determine specific needs, and address concerns.
5. The event Sponsor is required to obtain final approval for the special event from the City Manager. The City Council may announce the special event to the public at a scheduled Council meeting.

CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

Name of Event: Mural Presentation & Reception

Type/Purpose of Event: Festival Race Other Fundraiser Service Parade
 Demonstration Other (please specify): Celebration and explanation of the mural

Location of Event: Weinheimer Building and the Pine Street on the west side of it.

Sponsoring Organization/Individual: Highland Arts Council

Event Responsible Party: Lynnette Schuepbach

Address: 14711 Baumann Rd, Highland, IL 62249

Phone(s): 618-558-0054

Email: lynnette@highlandartscouncil.org

Secondary Contact: Pat Imming

Address: 68 Memorial Ct, Highland, IL 62249

Phone(s): 618-910-0822

Email: patimming@gmail.com

Date(s) of Set-up: Sunday, May 15, 2022

Event Date(s) / Times:

Sunday, May 15, 2022

Date(s) of Tear-down: Sunday, May 15, 2022

Expected Attendance: 500

Alcohol License Required: Yes No
If yes, application received: Yes No

Sound Amplification System utilized: Yes No
If yes, hours of operation: 2:00 pm - 4:00 pm

Funding request of the Council: Yes No

Amount requested and purpose: _____

City Services Requested – Please attach additional documents (maps, detailed information), where needed. Write “Not applicable” if no services requested.

(Directors must initial behind requests)

Street Dept: Signage, Barricades, Street Closures (Specify): **Public Works Director:** _____
We would like to close Pine Street on the west side of the Weinheimer, perhaps Broadway to Main St.

Electric Dept: Electrical Service, Lighting (Specify): **Electric Dept. Director:** _____
None

Public Safety: Security, First Aid, Traffic Control (Specify): **Public Safety Director:** _____
none

HCS Services: Wi-Fi or other technological needs (Specify): **HCS Director:** _____
None

Other City Services: Restrooms, City Officials (Sign approval), Refuse Dumpsters (Specify):
Department: _____
Use of the Weinheimer building interior and restrooms

Application Checklist (Attachments):

Deputy Clerk Initial
Upon receipt or waiver:

Certificate of Insurance: (attached) _____

- Must be General liability
- \$1 Million per occurrence/\$2 million aggregate
- City named as “additional insured” If Event is on city property.

Site Plan Rendering - attached _____

Evacuation Plan outdoors

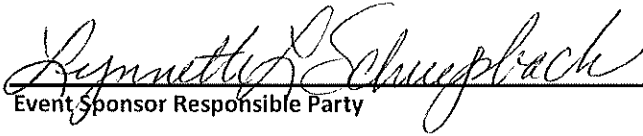
Fire Plan outdoors _____

Parking Plan On surrounding streets

Schedule City Council Meeting for announcement _____

○ **Date:** 4/21/2022

Application Submittal (60+ days) _____


Event Sponsor Responsible Party

4/11/2022
Date

City Manager

Date



CERTIFICATE OF LIABILITY INSURANCE

HIGH29 OP ID: MD

DATE (MM/DD/YYYY)

04/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SIUA Inc/Rogier Insurance 1016 Laurel St PO Box 98 Highland, IL 62249-0098 Rogier Insurance Agency, Inc.	CONTACT NAME: Rogier Insurance Agency, Inc.
	PHONE (A/C, No. Ext): 618-654-2151 FAX (A/C, No): 618-654-3826 E-MAIL ADDRESS:
INSURED Highland Arts Council 1216 Main St, PO Box 33 Highland, IL 62249	INSURER(S) AFFORDING COVERAGE INSURER A : Grinnell Mutual Reinsurance NAIC # 14117
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

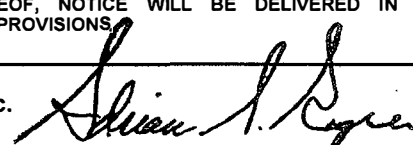
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			0000291245	09/23/2021	09/23/2022	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

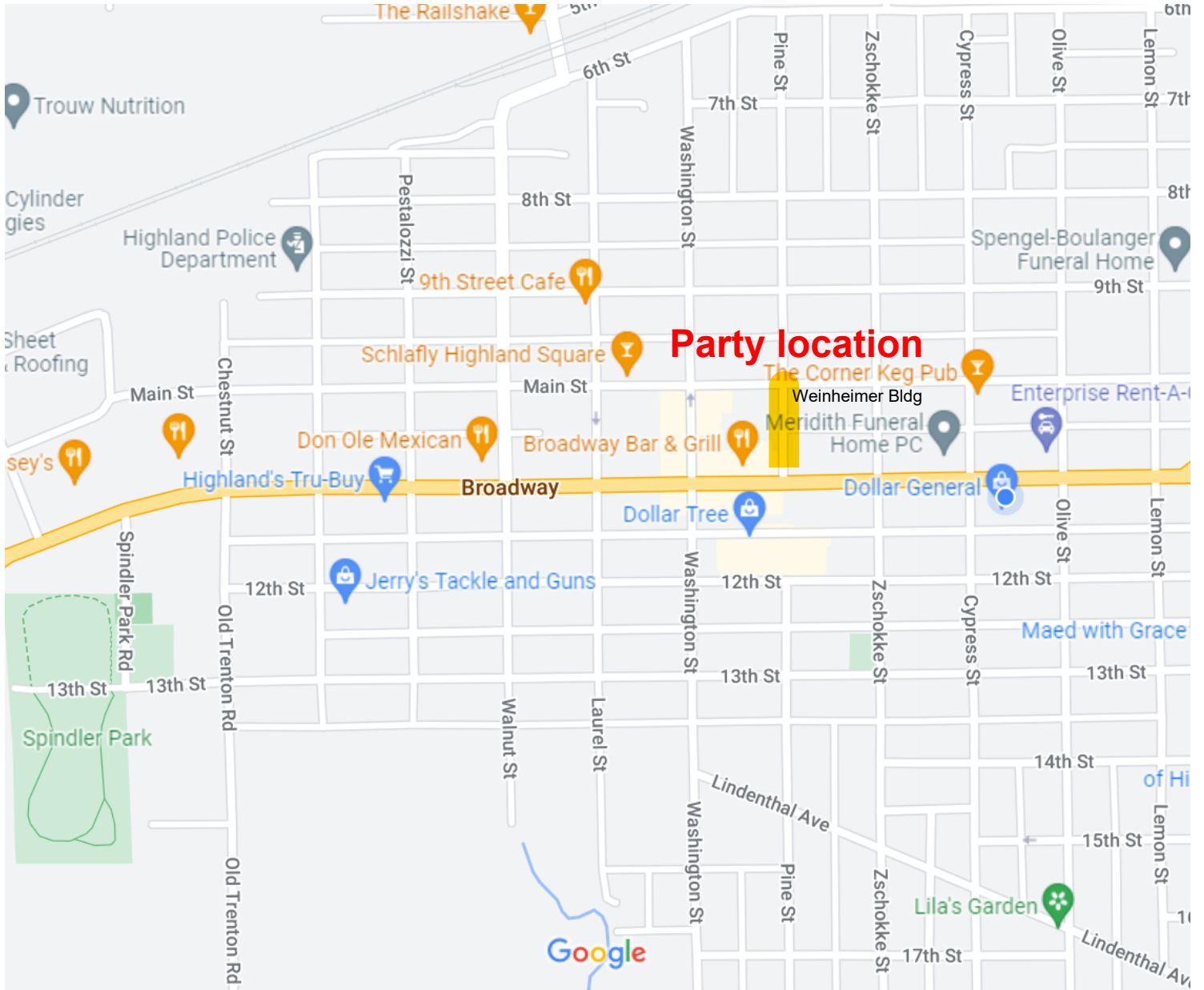
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Highland is an additional insured for the event Mural Presentation & Celebration' to be held May 15, 2022.

CERTIFICATE HOLDER**CANCELLATION**

CITYH-1 City of Highland 1115 Broadway PO Box 218 Highland, IL 62249	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Rogier Insurance Agency, Inc. 
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Map data ©2022 500 ft



CITY OF HIGHLAND

SPECIAL EVENT APPLICATION

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PROCEDURE:

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2. Applications will be available at Highland City Hall, Monday-Friday, 8:00 am to 5:00 pm or online through the City’s web site.
3. Applications will be completed by the Event Sponsor and submitted at least 60 days prior to the event. The application must be signed by the Event Sponsor Responsible Party. Incomplete applications will not be accepted. If an application is accepted and later determined to be incomplete, the applicant will be notified by the Deputy Clerk. Failure to provide information will result in denial of application.
4. The Deputy City Clerk will forward the application to all city departments that have responsibilities relating to the event. If necessary, a committee meeting involving the event Sponsor and city stakeholders may take place to clarify questions, determine specific needs, and address concerns.
5. The event Sponsor is required to obtain final approval for the special event from the City Manager. The City Council may announce the special event to the public at a scheduled Council meeting.

CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

Name of Event: St. Paul School Student Appreciation Day

Type/Purpose of Event: Festival Race Other Fundraiser Service Parade
 Demonstration Other (please specify): Student Appreciation Day of Events

Location of Event: St. Paul School 1416 Main St.

Sponsoring Organization/Individual: St. Paul Catholic School

Event Responsible Party: Haidee Todora

Address: 1416 Main Street, Highland IL

Phone(s): (618) 654-7525

Email: htodora@stpaulhighland.org

Secondary Contact: Abbey McGinley

Address: 115 Verrazanno, Highland IL

Phone(s): (618) 779-2394

Email: abplocher@gmail.com

Date(s) of Set-up: May 17, 2022

Event Date(s) / Times:

May 17, 2022 from 9:30 a.m. - 2:30 p.m.

Date(s) of Tear-down: May 17, 2022 after event

Expected Attendance: 200 - Only students, teachers and a few volunteers

Alcohol License Required: Yes No

If yes, application received: Yes No

Sound Amplification System utilized: Yes No

If yes, hours of operation: _____

Funding request of the Council: Yes No

Amount requested and purpose: _____

City Services Requested – Please attach additional documents (maps, detailed information), where needed. Write “Not applicable” if no services requested.

(Directors must initial behind requests)

Street Dept: Signage, Barricades, Street Closures (Specify): **Public Works Director:** _____

We would like to have Lemon Street and Olive Street barricaded off between Main Street and 9th Street.

Electric Dept: Electrical Service, Lighting (Specify): **Electric Dept. Director:** _____

NA

Public Safety: Security, First Aid, Traffic Control (Specify): **Public Safety Director:** _____

NA

HCS Services: Wi-Fi or other technological needs (Specify): **HCS Director:** _____

NA

Other City Services: Restrooms, City Officials (Sign approval), Refuse Dumpsters (Specify):

Department: _____

NA

Application Checklist (Attachments):

Deputy Clerk Initial
Upon receipt or waiver:

Certificate of Insurance: (attached) _____

- Must be General liability
- \$1 Million per occurrence/\$2 million aggregate
- City named as “additional insured” If Event is on city property.

Site Plan Rendering _____

Evacuation Plan _____

Fire Plan _____

Parking Plan _____

Schedule City Council Meeting for announcement _____

Date: _____

Application Submittal (60+ days) _____



Haidee Todora

April 22, 2022

Event Sponsor Responsible Party

Date

City Manager

Date



**ST. PAUL
CATHOLIC SCHOOL**

1416 Main Street
Highland, Illinois 62249

www.stpaulhighland.org

April 22, 2022

City of Highland, Illinois
Highland City Council
1115 Broadway
Highland, IL 62249

Dear Highland City Council Members,

Our parent group, the Viking Ambassadors, is sponsoring a Student Appreciation Day that will be held on the parish and school grounds, including the grass lot located east of the Parish, on May 17, 2022.

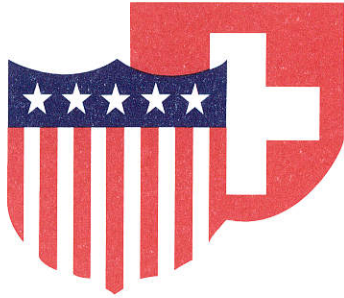
On behalf of St. Paul Catholic School and the Viking Ambassadors, I would like to request that the block of Lemon Street and Olive Street, between 9th and Main Streets, be closed from 9:30 a.m. to 2:30 p.m. for safety purposes during the event. These street closings will protect our students, staff, and volunteers when accessing all activities. Our maintenance personnel will barricade the affected portions and remove them after the event.

If possible, could this request be placed on the May 2, 2022, City Council Meeting agenda? A representative from the school or the Viking Ambassadors will be in attendance that evening.

Thank you in advance for your consideration. If you have any questions, please contact me at 618-654-7525.

Sincerely,

Mrs. Haidee Todora
Principal
St. Paul Catholic School



City of Highland

MEMO TO: City Council Members

FROM: Mayor Kevin B. Hemann

SUBJECT: Reappointments to the Industrial Development Commission

DATE: April 26, 2022

Each year, the Industrial Development Commission members must either be reappointed or replaced. The current members are: Jim Meridith, Diane Korte-Lindsey, Jon Greve, Marshall Rinderer, and Josh Kloss. They have all agreed to serve additional one-year terms. Each has performed their duties well and therefore, I am asking that you approve their reappointments.

If you have any questions regarding these reappointments, please let me know.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CITY CODE FOR PURPOSES
OF ADDING THE CITY WHISTLEBLOWER PROTECTION
POLICY**

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter "City"), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 *et seq.* of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, the State of Illinois has codified the State’s whistleblower protection policy stated at 50 ILCS 105/4.1, Sec. 4.1. Retaliation against a whistleblower (“Section 4.1”); and

WHEREAS, City has determined it shall amend City Code and add a new Whistleblower Protection Policy to Chapter 2 – Administration, Article III. – Officers and Employees, Division 5. - Personnel Rules and Regulations, Section 2 – 122. Whistleblower Protection Policy (*See Exhibit A*; “Whistleblower Protection Policy”); and

WHEREAS, City has determined it would be in the best interests of public health, safety, general welfare, and economic welfare to amend the City Code and add the Whistleblower Protection Policy (*See Exhibit A*); and

WHEREAS, City authorizes and directs the City Manager and/or Mayor to execute any documents necessary to amend the City Code and add the Whistleblower Protection Policy (*See Exhibit A*).

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Highland, Illinois, as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. City Code shall be amended to include Chapter 2 – Administration, Article III. – Officers and Employees, Division 5. - Personnel Rules and Regulations, Section 2 – 122. Whistleblower Protection Policy (*See Exhibit A*)

Section 3. The City Manager and/or Mayor is directed and authorized, on behalf of the City of Highland, to execute any documents necessary to give effect to this Ordinance.

Section 4. This Ordinance shall be known as Ordinance No. _____ and shall be effective upon its passage and approval in accordance with Illinois law.

Passed by the City Council and approved by the Mayor of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the ___ day of _____, 2022, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

APPROVED:

Kevin B. Hemann, Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm, City Clerk
City of Highland
Madison County, Illinois

Exhibit A

Whistleblower Protection Policy

I. Purpose

The **City of Highland, Illinois (“City”)** provides whistleblower protection in two important areas: 1) confidentiality; and 2) against retaliation. The confidentiality of a whistleblower will be maintained to the extent allowable by law, however, an identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. A whistleblower may also waive confidentiality in writing. The City will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblowers who believe they are being retaliated against must submit a written report to the Auditing Official within sixty (60) days of gaining knowledge of the retaliatory action. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

II. Definitions

- a) **Whistleblower** means an employee, as defined in Section II of this policy, of the City who:
 1. Reports an improper governmental action as defined under 50 ILCS 105/4.1 (“Section 4.1”);
 2. Cooperates with an investigation by the Auditing Official, or their designee, related to a report of improper governmental action; or,
 3. Testifies in a proceeding or prosecution arising out of an improper governmental action.
- b) **Auditing Official** means any elected, appointed or employed individual, by whatever name, in the City whose duties may include: receiving, registering and investigating complaints and information concerning misconduct, inefficiency and waste within the City; investigating the performance of officers, employees, functions and programs; and, promoting economy, efficiency, effectiveness and integrity in the administration of the programs and operations of the City
 1. The Auditing Official shall be Christopher Conrad, City Manager, until replaced by the City.
 2. If the City does not designate an Auditing Official, the Auditing Official defaults to the State's Attorney of Madison County, IL.
- c) **Employee** means anyone employed by the City, whether in a permanent or temporary position, including full-time, part-time and intermittent workers. Employee also includes members of appointed boards or commissions, whether paid or unpaid. Employee also includes persons who have been terminated because of any report or complaint submitted under Section 4.1.

- d) **Improper governmental action** means any action by an employee of the City; an appointed member of a board, commission or committee; or, an elected official of the City that is undertaken in violation of a federal or state law or local ordinance; is an abuse of authority; violates the public's trust or expectation of their conduct; is of substantial and specific danger to the public's health or safety; or, is a gross waste of public funds. The action need not be within the scope of the employee's, elected official's, board member's, commission member's or committee member's official duties to be subject to a claim of "improper governmental action."
1. Improper governmental action does not include City personnel actions, including, but not limited to employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, reprimands or violations of collective bargaining agreements, except to the extent that the action amounts to retaliation.
- e) **Retaliate, retaliation or retaliatory action** means any adverse change in an employee's employment status or the terms and conditions of employment that results from an employee's protected activity under Section 4.1. Retaliatory action includes, but is not limited to, denial of adequate staff to perform duties; frequent staff changes; frequent and undesirable office changes; refusal to assign meaningful work; unsubstantiated letters of reprimand or unsatisfactory performance evaluations; demotion; reduction in pay; denial of promotion; transfer or reassignment; suspension or dismissal; or, other disciplinary action made because of an employee's protected activity under Section 4.1.

III. Duties of an Auditing Official

Each Auditing Official shall establish written processes and procedures consistent with the terms of this policy and best practices for investigations for managing complaints filed under Section 4.1. Each Auditing Official shall investigate and dispose of reports of improper governmental action in accordance with these processes and procedures, and all other provisions of Section 4.1.

The Auditing Official must provide each employee a written summary or a complete copy of Section 4.1 upon commencement of employment and at least once each year of employment. At the same time, the employee shall also receive a copy of the written processes and procedures for reporting improper governmental actions from the applicable Auditing Official.

Auditing Officials may reinstate, reimburse for lost wages or expenses incurred, promote or provide some other form of restitution.

In instances where an Auditing Official determines that restitution will not suffice, the Auditing Official may make their investigation findings available for the purposes of aiding in that employee's, or the employee's attorney's, effort to make the employee whole.

Auditing Officials are responsible for reading the full context of Section 4.1 and complying with all requirements.

IV. Duties of an Employee

All reports of illegal and dishonest activities will be promptly submitted to the Auditing Official who is responsible for investigating and coordinating corrective action.

If an employee has knowledge of, or a concern of, improper governmental action, the employee shall make a written report of the activity to the Auditing Official. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; a designated Auditing Official is charged with these responsibilities.

V. Defend Trade Secrets Act Compliance:

"Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing:

(1) Immunity—An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that:

(A) is made:

(i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and,

(ii) solely for the purpose of reporting or investigating a suspected violation of law; or,

(B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(2) Use of Trade Secret Information in Anti-Retaliation Lawsuit—An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual:

(A) files any document containing the trade secret under seal; and,

(B) does not disclose the trade secret, except pursuant to court order." (18 U.S.C. § 1833).

VI. Employee Acknowledgment

Employees are required to sign a written acknowledgement that they have received, read and understand this Policy, and to submit that acknowledgement to the Auditing Official or other designated official of the City. The form that follows on page four of this policy will satisfy this requirement upon receipt.

Employee Acknowledgement of Whistleblower Protection Policy

*I confirm that I have received, read and understand the “Whistleblower Protection Policy” for employees of the **City of Highland, Illinois**.*

I understand that as an employee, it is my responsibility to abide by this Policy. If I have questions about the Policy, I understand it is my responsibility to seek clarification from the proper supervisory department, the Auditing Official or the State’s Attorney of Madison County, Illinois.

Print Name: _____

Employee Signature: _____

Date: _____

ORDINANCE NO. _____

AN ORDINANCE VACATING PART OF THE FINAL PLAT OF AUTUMN CREST – 1ST ADDITION IN HIGHLAND, ILLINOIS

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, the Plat of Autumn Crest – 1st Addition Subdivision was recorded in the Madison County Recorder’s Office as Document No. 2004R73213 in Plat Cabinet 63, Page 311, on December 14, 2004; and

WHEREAS, the Director of Community Development has informed the City Council that in 2010, Ordinance 2400 was passed to vacate part of Autumn Crest – 1st Addition Subdivision, but the Plat of Vacation did not include all necessary signatures and was not recorded, rendering Ordinance 2400 ineffective in vacating part of the plat in question; and

WHEREAS, the Director of Community Development has informed the City Council that in order to allow for the future development of this area, it is important to finalize the vacation of part of Autumn Crest – 1st Addition Subdivision, which will return it to undeveloped land; and

WHEREAS, Rehberger Holdings, LLC has submitted to City a Vacation Plat for Autumn Crest – 1st Addition (*See Exhibit A*; property to be vacated shown in cross-hatched area); and

WHEREAS, Rehberger Holdings, LLC has represented to City that it is the owner of the real property being vacated in Autumn Crest – 1st Addition (*See Exhibit A*); and

WHEREAS, to the extent any “public service facilities” have been installed in any easements shown on the cross-hatched area shown on **Exhibit A**, Rehberger Holdings, LLC has “reserved to the public body or public utility owning such facilities, the property, rights of way and easements necessary for continuing public service by means of those facilities and for the maintenance, renewal and reconstruction of the same,” by granting to that public utility by deed a replacement easement, as required by Section 6 of the Plat Act (765 ILCS 205/6); and

WHEREAS, City Council has determined it is in the best interests of public health, safety, general welfare, and economic welfare to approve vacation of part of the plat of Autumn Crest – 1st Addition, as shown in the cross-hatched area on **Exhibit A**; and

WHEREAS, the City Manager and/or Mayor should be authorized and directed to execute any documents necessary to approve vacation of part of the plat of Autumn Crest – 1st Addition, as shown in the cross-hatched area on **Exhibit A**.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. City Council approves vacation of part of the plat of Autumn Crest – 1st Addition, as shown in the cross-hatched area on **Exhibit A**; and

Section 3. This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed by the City Council and approved by the Mayor of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the ___ day of _____, 2022, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

APPROVED:

Kevin B. Hemann, Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm, City Clerk
City of Highland
Madison County, Illinois

VACATION PLAT - MARCH, 2022 AUTUMN CREST - 1ST ADDITION

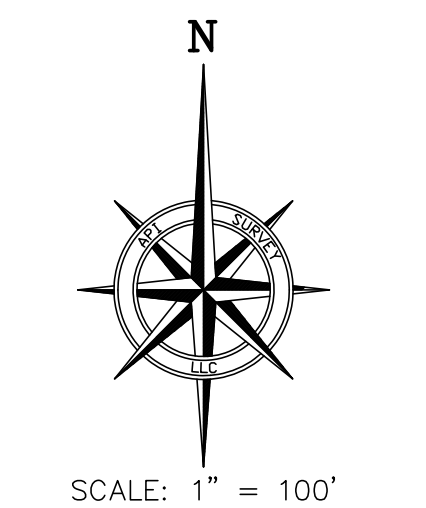
PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER
OF SECTION 31, T.4N., R.5W., OF THE THIRD PRINCIPAL MERIDIAN,
CITY OF HIGHLAND, MADISON COUNTY, ILLINOIS
[REF: PLAT CABINET 63, PAGE 311]



LEGAL DESCRIPTION OF LAND TO BE VACATED

LOTS 110-123, 126-133, 143-148, 150-171, 179-189, AND ALL PLATTED RIGHTS OF WAY ADJACENT TO AND AMONG THOSE LOTS, AS THOSE LOTS AND RIGHTS OF WAY ARE SHOWN ON THE PLAT OF AUTUMN CREST - 1ST ADDITION SUBDIVISION RECORDED IN THE MADISON COUNTY RECORDER'S OFFICE AS DOCUMENT NO. 2004R73213 IN PLAT CABINET 63, PAGE 311. THE LOTS AND RIGHTS OF WAY TO BE VACATED ARE SHOWN HEREON AND ARE HATCHED AND SHADED.

BASIS OF BEARING



LEGEND

- PIPE FOUND
- IRON PIN/ROD FOUND
- RECORD DIMENSION
- AREA TO BE VACATED
- UTILITY & DRAINAGE EASEMENT

OWNER'S CERTIFICATE

WE, REHBERGER HOLDINGS LLC, OWNERS OF THE PROPERTY BEING VACATED AS SHOWN AND DESCRIBED HEREON, HAVE CAUSED THE SAID LOTS AND ADJACENT RIGHTS OF WAY TO BE VACATED BY THE CITY OF HIGHLAND AS SHOWN ON ACCOMPANYING PLAT. WE DO HEREBY DECLARE ITS ACQUIESCENCE IN AND TO THE VACATION OF SAID STREETS AND RIGHTS OF WAY AS SHOWN HEREON. WE FURTHER STATE THAT THIS LAND IS LOCATED WITHIN THE BOUNDARY OF HIGHLAND COMMUNITY UNIT SCHOOL DISTRICT #5.

DATED THIS _____ DAY OF _____, 2022.

JEFFREY REHBERGER, MANAGING MEMBER
REHBERGER HOLDINGS LLC

NOTARY PUBLIC'S CERTIFICATE

STATE OF ILLINOIS }
 } SS.
COUNTY OF MADISON }

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AFORESAID, DO HEREBY CERTIFY THAT JEFFREY REHBERGER, MANAGING MEMBER OF REHBERGER HOLDINGS LLC, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE SAME AS HIS FREE AND VOLUNTARY ACT ON BEHALF OF REHBERGER HOLDINGS LLC FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC (SEAL)

SURVEYOR'S CERTIFICATE

I, GARY S. MUELLER, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3332, DO HEREBY CERTIFY THAT THE ACCOMPANYING VACATION PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE LOTS AND STREETS IN "AUTUMN CREST - 1ST ADDITION" SUBDIVISION IN ACCORDANCE WITH THE FINAL PLAT THEREOF RECORDED IN DOCUMENT NO. 2004R73213 CABINET 63 PAGE 311 IN THE RECORDER'S OFFICE OF MADISON COUNTY, ILLINOIS. THIS ACCOMPANYING VACATION PLAT WAS PREPARED BASED ON SAID RECORDED FINAL PLAT OF "AUTUMN CREST - 1ST ADDITION".

GIVEN UNDER MY HAND AND SEAL THIS 1ST DAY OF APRIL, 2022.

Gary S. Mueller



GARY S. MUELLER
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3332
(LICENSE EXPIRATION/RENEWAL DATE: 11-30-22)

CERTIFICATE OF CITY CLERK

I, BARBARA BELLM, CITY CLERK OF THE CITY OF HIGHLAND, COUNTY OF MADISON AND STATE OF ILLINOIS, DO HEREBY CERTIFY THE VACATION OF SAID LOTS AND ADJACENT RIGHTS OF WAY AS SET FORTH AND DESCRIBED ON THE ACCOMPANYING PLAT WAS DULY PRESENTED TO THE CITY COUNCIL OF THE CITY OF HIGHLAND AT A MEETING OF THE SAME HELD ON THE _____ DAY OF _____, 2022, AND THAT SAID CITY COUNCIL DULY AND REGULARLY VACATED SAID LOTS AND ADJACENT RIGHT OF WAY BY ORDINANCE NO. _____ PASSED ON ROLL CALL VOTE WITH THE AFFIRMATIVE VOTE OF _____ ALDERMEN AT SAID MEETING, BEING MORE THAN _____ OF THE ALDERMAN AUTHORIZED BY LAW TO BE ELECTED TO THE CITY COUNCIL OF HIGHLAND, ILLINOIS.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND AFFIXED THE SEAL OF THE CITY OF HIGHLAND THIS _____ DAY OF _____, 2022.

CITY CLERK BARBARA BELLM

(CITY SEAL)

CERTIFICATE OF MAYOR

I, KEVIN HEMANN, MAYOR OF THE CITY OF HIGHLAND, COUNTY OF MADISON AND STATE OF ILLINOIS, AS SAID MAYOR, DO HEREWITH INDICATE THE ACCEPTANCE AND APPROVAL OF THE VACATION OF SAID LOTS AND ADJACENT RIGHTS OF WAY AND DECLARE THE VACATION OF SAID LOTS AND ADJACENT RIGHTS OF WAY AS SET FORTH AND DESCRIBED ON THE ACCOMPANYING PLAT PURSUANT TO THE AUTHORITY AND DIRECTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND BY VITURE OF ORDINANCE NO. _____.

MAYOR KEVIN HEMANN

COUNTY CLERK'S CERTIFICATE

I, _____, COUNTY CLERK OF MADISON COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO UNPAID OR FORFEITED TAXES AGAINST ANY OF THE REAL ESTATE TO BE VACATED INCLUDED WITHIN THIS PLAT.

COUNTY CLERK

DATE

9-1-1 CERTIFICATE

I, _____, MADISON COUNTY 9-1-1 COORDINATOR DO HEREBY CERTIFY THAT THE STREET/ROAD SYSTEM BEING VACATED ON THE ACCOMPANYING PLAT HAS BEEN REVIEWED AND APPROVED FOR VACATION.

9-1-1 COORDINATOR

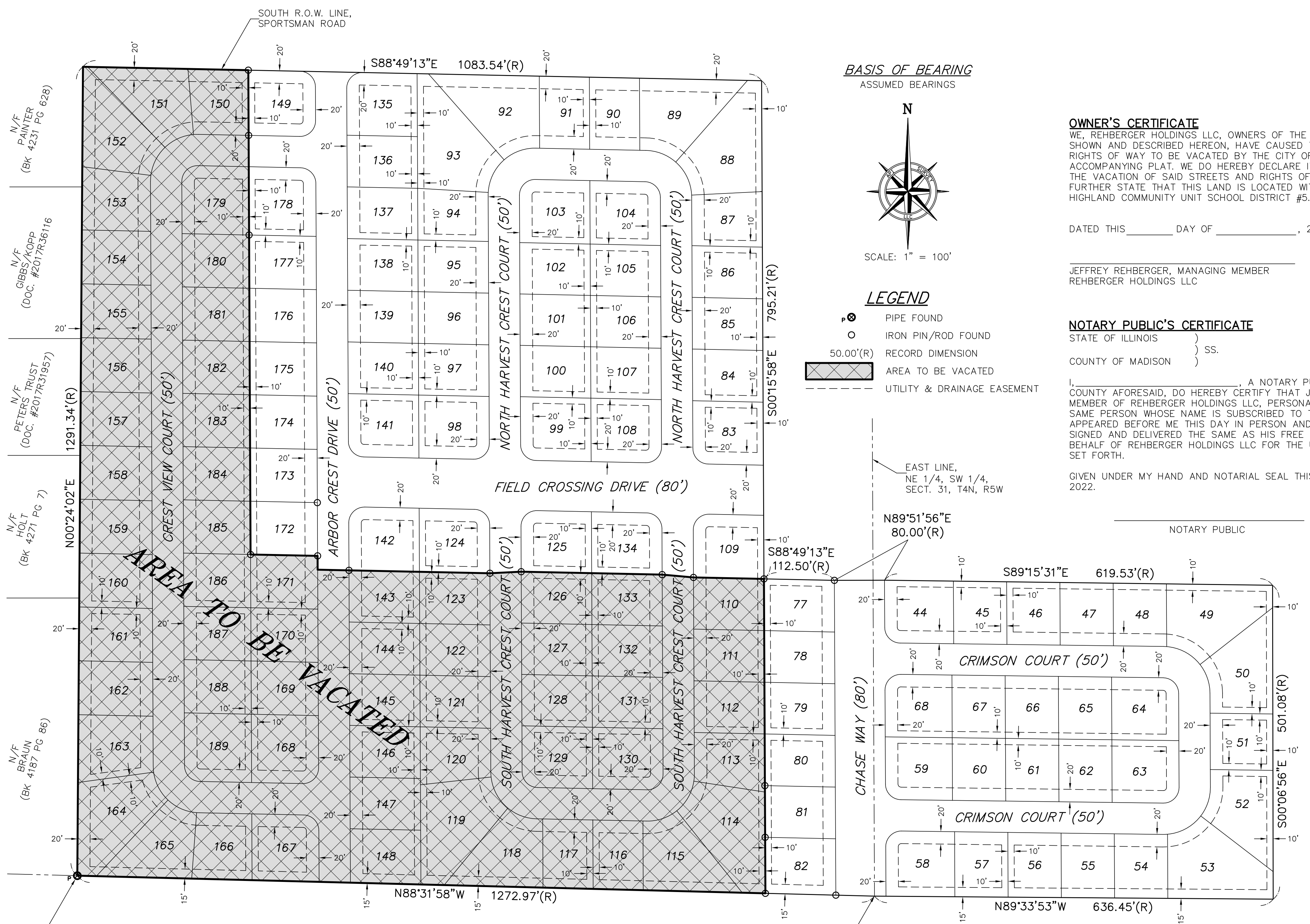
DATE

RECORDS REFERENCED:

- FINAL SUBDIVISION PLAT OF AUTUMN CREST - 1ST ADDITION (DOCUMENT NO. 2004R73213 CABINET 63 PAGE 311)
- FINAL SUBDIVISION PLAT OF AUTUMN CREST (CABINET 63 PAGE 190)

API Survey LLC
11145 N. Mockingbird Road
Suite A
P.O. Box 333
Nashville, Illinois 62263
Ph. 618-478-9000
Email: gary@apisurvey.com
IDPR Design Firm License No. 184-006526

DRAWN: GSM	SURVEY: MG, DP
DWG NAME: 22-047 PLAT JOB NO.: 2022-047	



AREA TO BE VACATED



City of Highland
Building and Zoning

April 22, 2022

To: Chris Conrad, City Manager

From: Breann Vazquez, Director of Community Development

RE: Vacation of Part of Autumn Crest – 1st Addition Subdivision

I recommend vacating part of the Autumn Crest – 1st Addition Subdivision. In 2010, the developer of this subdivision requested to vacate part of this subdivision and the request was granted by the City Council in Ordinance 2400, as attached. The plat of vacation did not include all necessary signatures and the vacation was not recorded, thus part of the subdivision was not vacated as intended.

In order to allow for the future development of this area, it is important to finalize the vacation of part of this subdivision, which will return it to undeveloped land.

ORDINANCE NO. 2400

**VACATING A PART
OF PLAT OF AUTUMN CREST – 1ST ADDITION SUBDIVISION**

WHEREAS, the City Council of the City of Highland previously approved the Plat of Autumn Crest – 1st Addition Subdivision by Resolution No. 04-10-1536 on October 04, 2004;

WHEREAS, the Plat of Autumn Crest – 1st Addition Subdivision was recorded in the Madison County Recorder's Office as Document No. 2004R73213 in Plat Cabinet 63, Page 311, on December 14, 2004;

WHEREAS, L & G Real Estate, Inc., an Illinois corporation, is the sole owner of Lots 110 – 123, 126 – 133, 143 – 148, 150 – 171, 179 – 189, and all platted rights of way adjacent to and among those lots, as those lots and rights of way are shown on the Plat of Autumn Crest – 1st Addition Subdivision recorded in the Madison County Recorder's Office as Document No. 2004R73213 in Plat Cabinet 63, Page 311;

WHEREAS, L & G Real Estate, Inc., has submitted to the City of Highland a proposed Vacation Plat of Part of Autumn Crest – 1st Addition and has requested that the City Council of the City of Highland approve that Vacation Plat thereby vacating that part of the Plat of Autumn Crest – 1st Addition Subdivision, where Lots 110 – 123, 126 – 133, 143 – 148, 150 – 171, 179 – 189 (and all platted rights of way and easements adjacent to and among those lots), are located;

WHEREAS, a copy of the proposed Vacation Plat of Part of Autumn Crest – 1st Addition is attached hereto as Exhibit A;

WHEREAS, the part of the Plat of Autumn Crest – 1st Addition Subdivision which L & G Real Estate, Inc., seeks to have vacated is shown in the cross-hatched area on the Vacation Plat of Part of Autumn Crest – 1st Addition;

WHEREAS, to the extent that any “public service facilities” have been installed in any easements shown, for that area, on the Plat of Autumn Crest – 1st Addition Subdivision, L & G Real Estate, Inc., has “reserve[d] to the public body or public utility owning such facilities, the property, rights of way and easements necessary for continuing public service by means of those facilities and for the maintenance, renewal and reconstruction of the same,” by granting to that public utility by deed a replacement easement, as required by Section 6 of the Plat Act (765 ILCS 205/6);

WHEREAS, the City Council of the City of Highland has deemed it to be in the best interests of the City of Highland to approve the Vacation Plat thereby vacating that part of the Plat of Autumn Crest – 1st Addition Subdivision, where Lots 110 – 123, 126 – 133, 143 – 148, 150 – 171, 179 – 189 (and all platted rights of way and easements adjacent to and among those lots), are located;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Highland, Illinois, as follows:

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. The proposed Vacation Plat of Part of Autumn Crest – 1st Addition (a copy of which is attached hereto as Exhibit A) is approved, and Lots 110 – 123, 126 – 133, 143 – 148, 150 – 171, 179 – 189 (and all platted rights of way and easements adjacent to and among those lots) are vacated.


Section 3. This Ordinance shall be known as Ordinance No. 2400 and shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the 18th day of January, 2010, the roll call vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES: Rickher, Bardill, Bellm, Zobrist


NOES: None

APPROVED:



Joseph R. Michaelis, Mayor

ATTEST:



Barbara Bellm, City Clerk of the City of Highland,
Madison County, Illinois



- VACATION PLAT - JULY, 2009 -

AUTUMN CREST - 1ST ADDITION

PART OF THE N.E. 1/4 OF THE S.W. 1/4 OF SECTION 31, T. 4N., R. 5W. OF THE 3RD P.M., CITY OF HIGHLAND, MADISON COUNTY, ILLINOIS REF.: P.C. 63, PAGE 311

LOTS TO BE VACATED IN AUTUMN CREST 1ST ADDITION:

- 110-123
- 126-133
- 143-148
- 150-171
- 179-189

State of Illinois) ss
County of Madison

We, the undersigned, doing business as L & G Real Estate, Inc., an Illinois Corporation, being the owners of the land hereon described, vacate all lotlines, rights of way, and easements shown hereon within the cross-hatched area.
In witness whereof, we have set our hands this ___ day of _____, 20__.

Attest: _____
Gina Korte, Secretary L & G Real Estate, Inc. Letizia Lowe, President L & G Real Estate, Inc.

CITY COUNCIL CERTIFICATE:

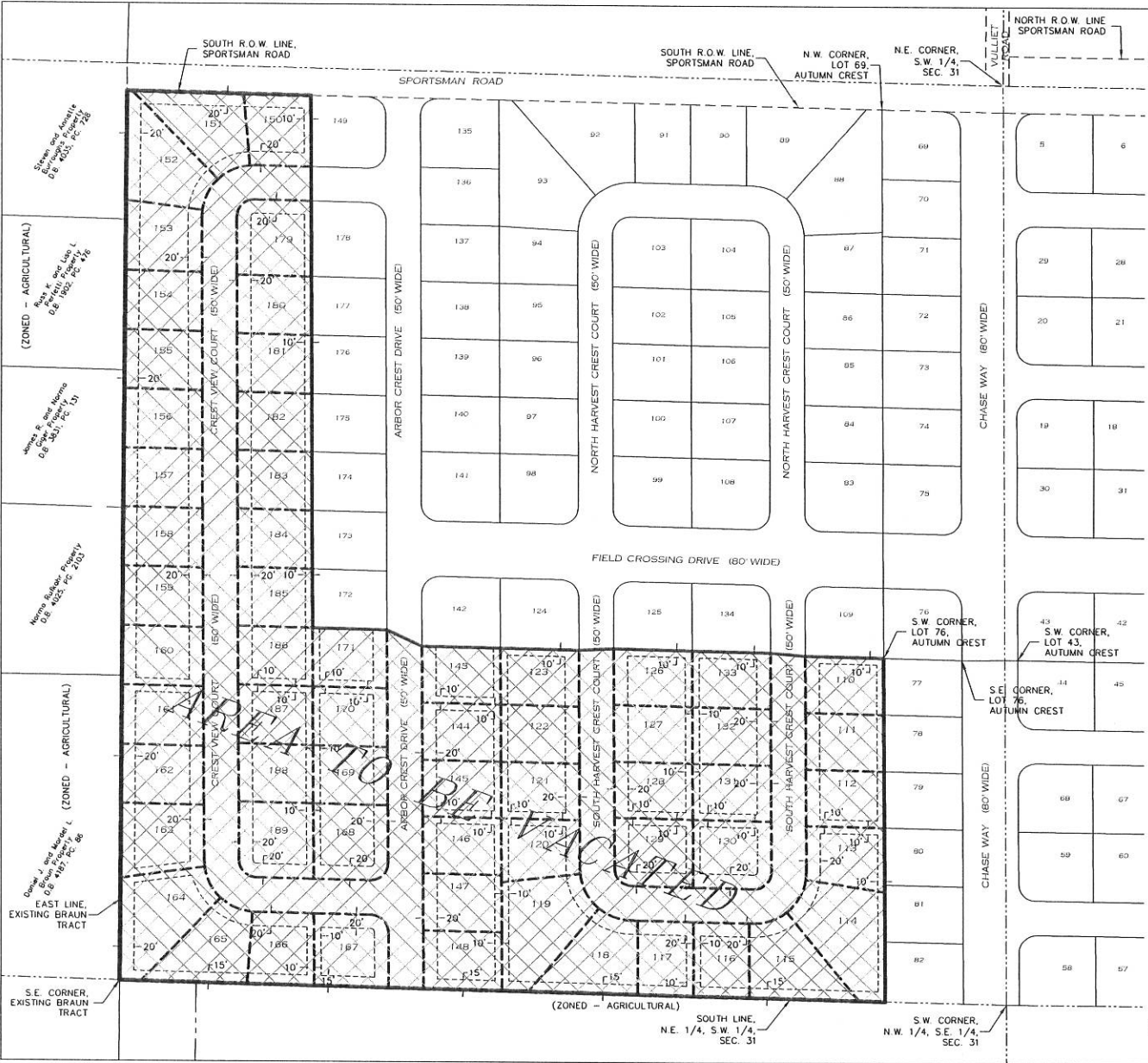
I, the undersigned, Mayor of the City of Highland, County of Madison, State of Illinois, do hereby certify that the plat of vacation shown herein was duly presented to the City Council and approved at a meeting of the same held on _____.

Mayor

City Clerk



(ASSUMED)
SCALE: 1" = 150'



Shuman and Associates
D.B. 4055, P.C. 228

(ZONED - AGRICULTURAL)
Shuman and Associates
D.B. 4055, P.C. 228

Shuman and Associates
D.B. 4055, P.C. 228

Shuman and Associates
D.B. 4055, P.C. 228

(ZONED - AGRICULTURAL)
Shuman and Associates
D.B. 4055, P.C. 228

S.E. CORNER,
EXISTING BRAUN
TRACT

(ZONED - AGRICULTURAL)
SOUTH LINE,
N.E. 1/4, S.W. 1/4,
SEC. 31

S.W. CORNER,
N.W. 1/4, S.E. 1/4,
SEC. 31

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING LEWIS BRISBOIS BISGAARD & SMITH, LLP TO INTERVENE ON BEHALF OF THE CITY OF HIGHLAND, ILLINOIS IN ALL TAX YEAR APPEALS BEFORE THE ILLINOIS PROPERTY TAX APPEAL BOARD, INCLUDING PARCEL NUMBER 01-2-24-08-08-201-004, DOCKET NUMBER 21-05059.001-C-3

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City acknowledges that the owners of certain parcels of real property located within the corporate boundaries of the City have filed appeals with the Madison County, Illinois Board of Review and the Illinois Property Tax Appeal Board (“PTAB”); and

WHEREAS, these appeals seek or will seek a reduction in the assessed value of the parcels that are the subject of the appeals; and

WHEREAS, in such circumstances, a taxing district has the right to intervene in the proceedings before PTAB in order to protect its revenue interest in the assessed valuation of the parcels; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to authorize Lewis Brisbois Bisgaard & Smith, LLP (“LBBS”) to intervene in all PTAB proceedings on behalf of the City, including:

1. Parcel Number – 01-2-24-08-08-201-004
2. Docket – 21-05059.001-C-3
3. Owner Name – Crest Realty of Highland LLC (Health Care Center)

(“PTAB Proceeding”); and

WHEREAS, the City Council finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to authorize LBBS to intervene in all PTAB Proceeding on behalf of the City, including the PTAB Proceedings stated herein, and approve payment for intervention in all PTAB Proceedings.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Highland, Illinois, as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. The City hereby authorizes LBBS, as its legal representative, to intervene in all PTAB proceedings, and to file a Request to Intervene in Appeal Proceeding with PTAB for the PTAB Proceeding as stated herein.

Section 3. All motions, ordinances, and resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

Section 4. If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other sections, paragraphs, clauses, or provisions of this Resolution.

Section 5. This Resolution shall be known as Resolution No. _____ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council and approved by the Mayor of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the ___ day of _____, 2022, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

APPROVED:

Kevin B. Hemann, Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm, City Clerk
City of Highland
Madison County, Illinois

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING LEWIS BRISBOIS BISGAARD & SMITH, LLP TO INTERVENE ON BEHALF OF THE CITY OF HIGHLAND, ILLINOIS IN ALL TAX YEAR APPEALS BEFORE THE ILLINOIS PROPERTY TAX APPEAL BOARD, INCLUDING PARCEL NUMBER 02-2-18-32-02-202-021, DOCKET NUMBER 21-05325.001-C-2

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City acknowledges that the owners of certain parcels of real property located within the corporate boundaries of the City have filed appeals with the Madison County, Illinois Board of Review and the Illinois Property Tax Appeal Board (“PTAB”); and

WHEREAS, these appeals seek or will seek a reduction in the assessed value of the parcels that are the subject of the appeals; and

WHEREAS, in such circumstances, a taxing district has the right to intervene in the proceedings before PTAB in order to protect its revenue interest in the assessed valuation of the parcels; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to authorize Lewis Brisbois Bisgaard & Smith, LLP (“LBBS”) to intervene in all PTAB proceeding on behalf of the City, including:

1. Parcel Number – 02-2-18-32-02-202-021
2. Docket – 21-05325.001-C-2
3. Owner Name – Select Highland LLC

(“PTAB Proceeding”); and

WHEREAS, the City Council finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to authorize LBBS to intervene in all PTAB Proceeding on behalf of the City, including the PTAB Proceedings, and approve payment for intervention in all PTAB Proceedings.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Highland, Illinois, as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. The City hereby authorizes LBBS, as its legal representative, to intervene in all PTAB proceedings, and to file a Request to Intervene in Appeal Proceeding with PTAB for the PTAB Proceeding as stated herein.

Section 3. All motions, ordinances, and resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

Section 4. If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other sections, paragraphs, clauses, or provisions of this Resolution.

Section 5. This Resolution shall be known as Resolution No. _____ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council and approved by the Mayor of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the ___ day of _____, 2022, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

APPROVED:

Kevin B. Hemann, Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm, City Clerk
City of Highland
Madison County, Illinois

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
PROPOSAL FOR PRELIMINARY ENGINEERING SERVICES WITH OATES
ASSOCIATES, INC., FOR 2022 MFT SIDEWALKS AND ADA COMPLIANCE,
PW-03-22**

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City has determined the City sidewalks need to be improved and updated to improve the general condition of the sidewalks and to meet ADA standards; and

WHEREAS, City has consulted with Oates Associates, Inc. (hereinafter “Oates”), an engineering firm, to assess the existing and future needs of the City sidewalks; and

WHEREAS, Oates has submitted a “Proposal” to City for preliminary engineering services to address the existing and future needs of the City sidewalks (*See Exhibit A*); and

WHEREAS, Oates’s Proposal to City for preliminary engineering services to address the existing and future needs of the City sidewalks includes removing and replacing concrete sidewalks and ADA accessible ramps along the following locations:

- Poplar St. from Lindenthal Ave. to VFW Rd.
- Laurel St. from 13th St. south to the end

- Lemon St. from Broadway to 12th St.
- Main St. from Washington St. to Pine St.
- Cypress St. from Main St. to 9th St.

Hereinafter “Project” (*See Exhibit A*); and

WHEREAS, the Director of Public Works has informed the City Council the locations listed above are chosen from City’s ADA Transition Plan list of recommended replacements, and the services provided by the Oates Proposal for the Project include preparing plans, specifications, and estimates in accordance with Motor Fuel Tax standards through the Illinois Department of Transportation; and

WHEREAS, Oates has agreed to furnish the above engineering services on an hourly basis for a maximum fee not to exceed \$49,002.00 (**Exhibit A**); and

WHEREAS, City finds that the terms of the Oates Proposal (**Exhibit A**) are fair and reasonable, and City finds the Oates Proposal (**Exhibit A**) should be approved; and

WHEREAS, City has determined it to be in the best interests of the health, safety, general welfare, and economic welfare of City to approve the Oates Proposal (**Exhibit A**); and

WHEREAS, City finds that the City Manager and/ or Mayor should be authorized and directed, on behalf of City, to execute and date the Oates Proposal, and any other documents necessary to give effect to the Oates Proposal (**Exhibit A**).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Highland as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. The Oates Proposal for the Project (**Exhibit A**) is approved.

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute and date the Oates Proposal for the Project, or any other documents necessary to give effect to the Oates Proposal (*See Exhibit A*).

Section 4. This Resolution shall be known as Resolution No. _____ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council and approved by the Mayor of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the ___ day of _____, 2022, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

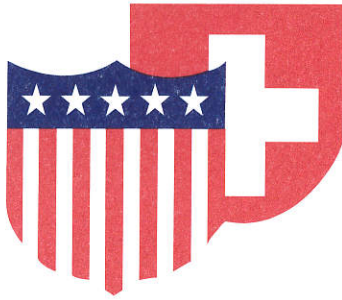
NOES:

APPROVED:

Kevin B. Hemann, Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm, City Clerk
City of Highland
Madison County, Illinois



City of Highland

MEMO TO: Christopher Conrad, City Manager
FROM: Joe Gillespie, Director of Public Works
DATE: April 26, 2022
SUBJECT: 2022 MFT Sidewalks and ADA Compliance, PW-03-22
Recommendation for Approval of Preliminary Engineering Services

RECOMMENDATION

I recommend that you request council approval of a preliminary engineering services agreement with Oates Associates for the above referenced project for an estimated not to exceed \$49,002.

DISCUSSION

The project consists of removing and replacing concrete sidewalks and ADA accessible ramps along the following locations:

- Poplar St. from Lindenthal Ave. to VFW Rd.
- Laurel St. from 13th St. south to the end
- Lemon St. from Broadway to 12th St.
- Main St. from Washington St. to Pine St.
- Cypress St. from Main St. to 9th St.

These locations are chosen from our ADA Transition Plan list of recommended replacements. The services include preparing plans, specifications, and estimates in accordance with MFT standards through the state department of transportation. Our resident engineer will oversee the project construction and management.

FISCAL IMPACT

This project will utilize Motor Fuel Tax funds.

CONCURRENCE

Recommended by: _____


Joe Gillespie, Director of Public Works

Approved by: _____


Christopher Conrad, City Manager



Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Highland, Illinois	Madison	22-00074-00-SW	
Project Number	Contact Name	Phone Number	Email
	Joe Gillespie	(618) 654-6823	jgillespie@highlandil.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Poplar Street		0.511 mi	
Location Termini			<input type="button" value="Add Location"/>
Lindenthal Ave to VFW Road			<input type="button" value="Remove Location"/>

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Laurel Street		0.136 mi	
Location Termini			<input type="button" value="Add Location"/>
13th St to an Alley approx 720' south of 13th St			<input type="button" value="Remove Location"/>

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Lemon Street		0.058 mi	
Location Termini			<input type="button" value="Add Location"/>
Broadway to 12th St			<input type="button" value="Remove Location"/>

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Main Street		0.061 mi	
Location Termini			<input type="button" value="Add Location"/>
Washington St to Pine St			<input type="button" value="Remove Location"/>

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Cypress Street		0.061 mi	
Location Termini			<input type="button" value="Add Location"/>
Main St to 9th St			<input type="button" value="Remove Location"/>

Project Description

Sidewalk and ramp reconstruction and associated work.

Engineering Funding MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name Oates Associates, Inc.	Contact Name Steve Keil	Phone Number (618) 345-2200	Email steve.keil@oatesassociates.com
Address 100 Lanter Court, Suite 1	City Collinsville	State IL	Zip Code 62234

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- | | |
|----------------------------------|--|
| Regional Engineer | Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation |
| Resident Construction Supervisor | Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT |
| In Responsible Charge Contractor | A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded |

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- _____
- _____
- _____

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
- The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
- That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
- To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
- To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
- The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.

- 8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
- 9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
- 10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

- 1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
- 2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
- 3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
 - (c) For Non-Federal County Projects - (605 ILCS 5/5-409)
 - (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
 - (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
- 4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- Percent
- Lump Sum
- Specific Rate

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:
 DL is the total Direct Labor,
 DC is the total Direct Cost,
 OH is the firm's overhead rate applied to their DL and
 FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

- 5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms

shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

11. For Preliminary Engineering Contracts:

- (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.

- (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Oates Associates, Inc	37-1256935	\$49,002.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
-		
Subconsultant Total		
Prime Consultant Total		\$49,002.00
Total for all work		\$49,002.00

Add Subconsultant

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type of Name of Local Public Agency

By (Signature & Date) By (Signature & Date)

Name of Local Public Agency Local Public Agency Type Clerk Title

(SEAL)

Executed by the ENGINEER:

Attest: Consultant (Firm) Name

By (Signature & Date) By (Signature & Date)

Title Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency

County

Section Number

Highland, Illinois

Madison

22-00074-00-SW

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

See attached Estimate of Person Hours

Local Public Agency

County

Section Number

Highland, Illinois

Madison

22-00074-00-SW

**EXHIBIT B
PROJECT SCHEDULE**

ANTICIPATED AUTHORIZATION: APRIL 2022
PRELIMINARY PLAN SUBMITTAL TO DISTRICT: MAY 2022
FINAL PLAN SUBMITTAL TO DISTRICT: JULY 2022
LETTING: AUGUST 2022

Highland, Illinois

Madison

22-00074-00-SW

**Exhibit C
Direct Costs Check Sheet**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				

**Exhibit D
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
-			
Add			
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Local Public Agency Highland, Illinois	County Madison	Section Number 22-00074-00-SW
Consultant (Firm) Name Oates Associates, Inc	Prepared By Steve Keil	Date 3/11/2022

PAYROLL ESCALATION TABLE

CONTRACT TERM	6	MONTHS		OVERHEAD RATE	161.84%
START DATE	4/1/2022			COMPLEXITY FACTOR	0
RAISE DATE	7/1/2022			% OF RAISE	2.00%
END DATE	9/30/2022				

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/1/2022	7/1/2022	3	50.00%
1	7/2/2022	10/1/2022	3	51.00%

The total escalation = 1.00%

Local Public Agency**County****Section Number**

Highland, Illinois

Madison

22-00074-00-SW

MAXIMUM PAYROLL RATE 78.00**ESCALATION FACTOR** 1.00%**PAYROLL RATES**

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
PRINCIPAL	\$82.14	\$78.00
SR. PROFESSIONAL II	\$73.17	\$73.90
SR. PROFESSIONAL I	\$67.19	\$67.86
PROFESSIONAL IV	\$61.69	\$62.31
PROFESSIONAL III	\$55.88	\$56.44
PROFESSIONAL II	\$45.31	\$45.76
PROFESSIONAL I	\$39.30	\$39.69
JUNIOR PROFESSIONAL	\$30.98	\$31.29
TECHNICIAN III	\$49.76	\$50.26
TECHNICIAN II	\$41.52	\$41.94
TECHNICIAN I	\$30.00	\$30.30
TECHNICIAN	\$25.48	\$25.73
TECHNICIAN INTERN	\$15.80	\$15.96

Local Public Agency

Highland, Illinois

County

Madison

Section Number

22-00074-00-SW

COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

OVERHEAD RATE 161.84%

COMPLEXITY FACTOR 0

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
FIELD SURVEYS	128	4,978	8,056		1,643		14,677	29.95%
FINAL PLANS - ROAD	239	11,642	18,841		3,842		34,325	70.05%
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
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		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
Subconsultant DL					0		-	
TOTALS	367	16,620	26,897	-	5,485	-	49,002	100.00%

43,517

Local Public Agency

Highland, Illinois

County

Madison

Section Number

22-00074-00-SW

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			FIELD SURVEYS			FINAL PLANS - ROAD											
		Hours	% Part.	Wgt Avg	Hours	% Part.	Wgt Avg	Hours	% Part.	Wgt Avg	Hours	% Part.	Wgt Avg	Hours	% Part.	Wgt Avg			
PRINCIPAL	78.00	0.0																	
SR. PROFESSIONAL II	73.90	69.0	18.80%	13.89	6	4.69%	3.46	63	26.36%	19.48									
SR. PROFESSIONAL I	67.86	0.0																	
PROFESSIONAL IV	62.31	0.0																	
PROFESSIONAL III	56.44	0.0																	
PROFESSIONAL II	45.76	26.0	7.08%	3.24	26	20.31%	9.30												
PROFESSIONAL I	39.69	176.0	47.96%	19.04				176	73.64%	29.23									
JUNIOR PROFESSIONAL	31.29	64.0	17.44%	5.46	64	50.00%	15.64												
TECHNICIAN III	50.26	0.0																	
TECHNICIAN II	41.94	32.0	8.72%	3.66	32	25.00%	10.48												
TECHNICIAN I	30.30	0.0																	
TECHNICIAN	25.73	0.0																	
TECHNICIAN INTERN	15.96	0.0																	
		0.0																	
		0.0																	
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		0.0																	
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TOTALS		367.0	100%	\$45.28	128.0	100.00%	\$38.89	239.0	100%	\$48.71	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Various
 SECTION: 22-00074-00-SW
 COUNTY: Madison
 JOB NO.: 222039
 PTB NO.: n/a

ESTIMATE OF PERSON HOURS

TASK	PRIN.	SR. PROF. II	SR. PROF. I	PROF. IV	PROF. III	PROF. II	PROF. I	JR. PROF.	TECH. III	TECH. II	TECH. I	TECH.	TECH. INTERN	TOTAL	SCOPE OF WORK
1.0 FIELD SURVEYS		6				26		64		32				128	
1.1 horizontal & vertical control		3				8		16						27	NAD 83 (2011) & NAVD 88, GPS derived
research control location / coordinates, elevations, closure route															n/a
set aerial targets and tie in with GPS		1				2		8						11	approx 16 targets
set control point coordinates & elevations / GPS		1				2		8						11	approx 16 control pts
traverse between control points in field															n/a
elevation loop between benchmarks in field															n/a
office calculations / coordinates, elevations, closure		1				4								5	
1.2 topography						12				32				44	approx 22 ramps
locate existing utilities						8								8	contact JULIE
topo / profile / cross sections (surface features)						4				32				36	
project photos															document existing conditions
supplemental field surveys															drainage surveys, sign surveys...
1.3 drone survey		1				6		24						31	
Flight plan						2		8						10	
Drone flight						2		8						10	
Process Photos		1				2		8						11	
1.4 process survey data for CADD		2						24						26	
draw existing topo		1						16						17	
create & process TIN surface		1						8						9	n/a
field review and edit topo & TIN															
1.5 staking															n/a
2.0 INTERSECTION DESIGN STUDY															n/a
3.0 PROJECT DEVELOPMENT REPORT															n/a
4.0 UTILITY & RAILROAD COORDINATION															n/a
5.0 HYDRAULIC REPORT															n/a
6.0 BRIDGE CONDITION REPORT															n/a
7.0 GEOTECHNICAL REPORT															n/a
8.0 TYPE SIZE & LOCATION PLANS															n/a
9.0 STRUCTURE PLANS															n/a
10.0 DRAINAGE															n/a
11.0 PRELIMINARY PLANS - ROAD															n/a

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Various
 SECTION: 22-00074-00-SW
 COUNTY: Madison
 JOB NO.: 222039
 PTB NO.: n/a

ESTIMATE OF PERSON HOURS

TASK	PRIN.	SR. PROF. II	SR. PROF. I	PROF. IV	PROF. III	PROF. II	PROF. I	JR. PROF.	TECH. III	TECH. II	TECH. I	TECH.	TECH. INTERN	TOTAL	SCOPE OF WORK
12.0 FINAL PLANS - ROAD		63					176							239	
12.1 cover sheet		2					8							10	
location map/ project limits							2							2	
index of sheets							2							2	
standard drawings index		1					2							3	
general notes		1					2							3	
12.2 quantities		12					40							52	approx 10 quantities
pay items & code numbers		1					1							2	
sidewalk schedule & quantities		2					8							10	
entrances schedule & quantities		2					8							10	
storm sewer schedule & quantities															
pavement markings schedule & quantities															
removals schedule & quantities		2					4							6	
earthwork schedule & quantities		1					7							8	
other schedules & quantities		2					8							10	curb, agg.
summary of quantity schedule		2					4							6	
12.3 typical sections		1					4							5	
existing/ proposed typical sections - label pay-items/ thicknesses		1					4							5	sidewalk adjacent to curb, sidewalk with buffer area
structural pavement design table															
12.4 construction detail sheets		17					42							59	
side streets & entrances															
pavement details		1					2							3	driveway
s/w ramp details/ sheets		16					40							56	assume 22 ramps @ 2.5 hrs ea, use hwy std for non-complex ramps
drainage structures															
retaining walls															
guardrail/ barriers															
survey tie points															
12.5 intersection/ interchange sheets															
12.6 maintenance of traffic															
12.7 traffic signal plans															
12.8 specialty plan sheets															
12.9 road plan/profile sheets		16					40							56	7 plan sheets @ 8 hrs ea
12.10 cross sections															
12.11 contract documents		8					20							28	
check sheets		1					1							2	
supplemental specifications		1					1							2	
interim special provisions (ISP)		1					2							3	
special provisions		2					8							10	
estimate of time		1					4							5	
estimate of cost		2					4							6	
12.12 bidding documents (local letting only)		3					8							11	
notice to contractors		1					2							3	
proposal		1					2							3	
schedule of prices		1					4							5	

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Various
 SECTION: 22-00074-00-SW
 COUNTY: Madison
 JOB NO.: 222039
 PTB NO.: n/a

ESTIMATE OF PERSON HOURS

TASK	PRIN.	SR. PROF. II	SR. PROF. I	PROF. IV	PROF. III	PROF. II	PROF. I	JR. PROF.	TECH. III	TECH. II	TECH. I	TECH.	TECH. INTERN	TOTAL	SCOPE OF WORK
12.13 final PS&E submittal		4					14							18	
plot and assemble final plans		1					2							3	
copy and review final CADD files															
copy and assemble computations		1					2							3	
copy and assemble contract documents		1					2							3	
final submittal and close-out		1					4							5	
obtaining signatures							4							4	
13.0 RIGHT OF WAY															not included
14.0 CONSTRUCTION PHASE SERVICES															
15.0 ADMINISTRATION / MANAGEMENT															
16.0 QA/QC															

SPECIFICATIONS & PROJECT MANUAL

**CIPP SEWER REHABILITATION 2022
PW-02-22**

FOR

**CITY OF HIGHLAND
MADISON COUNTY, ILLINOIS**

2022.64 Design
2022.64B Bid
2022.64CG Construction Guidance

Submittals:

ISSUED FOR BID: 

BIDS DUE: June 14, 2022 (10:00 a.m.)

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DIVISION 1 - GENERAL REQUIREMENTS

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DIVISION 2 - SITE WORK

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DIVISION 0 - BIDDING & CONTRACT REQUIREMENTS
Section 00030 - Advertisements for Bids

ADVERTISEMENT FOR BID

CITY OF HIGHLAND, MADISON COUNTY, ILLINOIS

Separate sealed bids will be received by the City of Highland (OWNER) located at 1115 Broadway, Highland, Illinois, 62249 until 10:00 a.m. June 14, 2022 at which time and place said bids will be opened and publicly read aloud.

Bids shall be submitted for:

CIPP Sewer Rehabilitation2022
PW-02-22

Conditional or qualified bids will not be accepted.

Give special attention to and comply with project insurance and bonding requirements.

The contract and bidding documents may be examined at the following locations:

City Hall, 1115 Broadway, Highland, IL 62249
Curry & Associates Engineers, Inc., 243 E. Elm, Nashville, IL 62263
Southern Illinois Builders Assoc., 1468 Green Mount Road, O'Fallon, IL 62269
Southern Illinois Builders Assoc., 1519 E. Deyoung, Suite B, Marion, IL 62959

Copies of the contract and bidding documents for purpose of bidding may be obtained at the office of Curry & Associates Engineers, Inc. P.O. Box 246, 243 E. Elm, Nashville, IL 62263, (ph. 618-327-8841), upon non-refundable payment of \$100.00 for each set.

Each bid proposal shall be accompanied by a certified check or bid bond in the amount of at least five percent of the amount bid, drawn payable to the City of Highland as security for the proper execution of the contract.

Bids from partnerships or joint ventures will not be acceptable.

The OWNER reserves the right to accept or reject any or all bids and to waive any informality in any bids should it consider same to be in the best interest of the OWNER. Bids may not be withdrawn for a period of sixty (60) days after date of receiving and opening bids.

The Illinois Dept. of Labor prevailing wages shall apply to the project, and hiring preference shall be given to the Illinois citizens.

The City of Highland is an equal opportunity employer.

Date:

BY ORDER OF CITY COUNCIL

END 00030.

DIVISION 0 - BIDDING & CONTRACT DOCUMENTS

Section 00031 - Instructions to Bidders

1. Defined Terms

1.1. Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (00900) have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive base Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement for Bids, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. Copies of Bidding Documents

2.1. Complete sets of the Bidding Documents in the number and for the deposit sum stated in the Advertisement for Bids may be obtained from Engineer. The deposit will be refunded to document holders of record who return the Bidding Documents in good condition within ten (10) days after opening of Bids.

2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purposes of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. Qualifications of Bidders

3.1. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request for written evidence, such as financial data, previous experience, present commitments and other such data as may be called for. Each Bid must contain evidence of Bidder's qualifications to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. Examination of Contract Documents and Site

4.1. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

4.2. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and neither the Owner nor the Engineer assumes responsibility for the accuracy or completeness thereof.

4.3. On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidders shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

4.4. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

4.5. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. Interpretations and Addenda

5.1. All questions about the meaning or intent of the Contract Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effects.

5.2. Addenda may also be issued to modify Bidding Documents as deemed advisable by Owner or Engineer.

6. Bid Security

6.1. Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified check or a Bid Bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions.

6.2. The Bid security of the Successful Bidder will be retained until such Bidder has executed the

Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the forty sixth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

7. Contract Time

7.1. The number of days within which, or the dates by which, the Work is to be substantially complete and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form.

8. Liquidated Damages

8.1. Provisions for liquidated damages are set forth in 00800. Bidders shall also take note of provisions for paying costs of excess engineering in event Work is not complete within specified time period.

9. Substitute or "Or Equal" Items

9.1. The materials and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution shall be considered unless written request for approval has been submitted by the Bidder and has been received by Engineer at least ten days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or Work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The Engineer's decision of approval or disapproval of a proposed substitution shall be final. If Engineer approves any proposed substitution, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

10. Subcontractors, Suppliers and Others

10.1. No Contractor shall employ any Subcontractor, Supplier, and other person or organization whom Owner has reasonable objection.

11. Bid Form

11.1. The Bid Form is included with the Bidding Documents; additional copies may be obtained

from Engineer.

11.2. All blanks on the Bid Form must be completed in ink or by typewriter.

11.3. Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4. All names must be typed or printed below the signature.

11.5. The Bid must contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form by Bidder).

11.6. The address and phone number for communications regarding the Bid must be shown.

12. Submission of Bids

12.1. Bids shall be submitted at the time and place indicated in the Advertisement for Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. The Owner will not accept bids submitted by telefax or other forms of telecommunications.

13. Modifications and Withdrawal of Bids

13.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to opening of Bids.

13.2. If, within 24 hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. Opening of Bids

14.1. Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

15. Bids to Remain Subject to Acceptance

15.1. All bids will remain subject to acceptance for sixty calendar days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16. Award of Contract

16.1. Owner reserves the right to reject any and all Bids, and to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.2. In evaluating bids, the Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

16.3. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Bidding Documents. Owner may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.4. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

16.5. If the contract is to be awarded, it will be awarded to the lowest, qualified, responsible, responsive base Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

16.6. If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within sixty calendar days after the day of the Bid opening.

17. Contract Security

17.1 Paragraph 6.01 of the General Conditions sets forth the Owner's requirements as to performance and payment bonds. When the successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

18. Signing of Agreement

18.1. When Owner gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with required Bonds and certificates of insurance described in 00800. Within ten days thereafter Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

END 00031

Attachment to Instruction to Bidders

If the Contract is awarded, it will be awarded by the Local Public Agency (Owner) to the low, responsive, responsible Bidder on the basis of the lowest Base Bid. Consideration of alternate major items of equipment bids, if any are selected, will be made after a base bidder has been selected.

All Bids must be regular in every respect, and no interlineations, excisions, or special conditions shall be made or included in or attached to the Bid form by the Bidder. If a Bidder does not comply with this provision, the Bid shall be rejected as being non-responsive.

Neither the Owner nor the Engineer shall be obligated to send written communications to Bidders, subcontractors, or suppliers by means other than regular mail. If the Owner or Engineer choose to submit communications by other means, such as telecommunications, it will be done at their option and sole discretion.

The Engineer will not issue partial sections of the bidding documents to any contractor, subcontractor, or supplier. Persons requesting such information shall follow the procedure outlined in the Advertisement for Bids.

Addenda or other communications to bidders shall be issued no later than three (3) business days prior to the bid date, after which time the Engineer will issue no further information to bidders.

End Attachment

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of the _____ day of _____, 2022 by and between
City of Highland (hereinafter called the OWNER) and _____ (hereinafter called the
CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

CIPP Sewer Rehabilitation 2022
PW-02-22

Article 2. ENGINEER.

The Project has been designed by Curry & Associates Engineers, Inc. who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1. The Work will be completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions within 180 calendar days from the date when the Contract Time commences to run.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Hundred and 00/100 - - - - - dollars (\$ 100.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the

Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER One Hundred and 00/100 - - - - - (\$ 100,00.) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

CONTRACTOR'S Bid attached as an Exhibit

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions and provided under Articles F and P of the Supplementary General Conditions, 00800 of Specifications.

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 1st day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraphs 2.03 and 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements. CONTRACTOR shall furnish lien waivers with each request for payment after the first payment request.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with article 15 of the General Conditions and in accordance with articles F and P of the Supplementary General Conditions, 00800 of the specifications.

90 % of Work completed. If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEERS, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be

in an amount equal to 100% of the Work completed.

90 % of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in article 15 of the General Conditions and articles F and P of the Supplementary General Conditions, 00800 of specifications.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95 % of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with article 15 of the General Conditions and articles F and P of the Supplementary General Conditions, 00800 of specifications.

5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with article 14 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said article 15 and said articles F and P of the Supplementary General Conditions, 00800 of specifications.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the specifications and/or as shown on the drawings, as provided in paragraph 5.03 of the General Conditions, and accepts the determination set forth in the specifications of the extent of the technical data contained in such reports and drawings.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost,

progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 5.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provision of paragraph 4.04 of the General Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages 00032-1 to 00032-6).
- 8.2. Exhibits to this Agreement (pages ____ to ____).
- 8.3. Performance and other Bonds.
- 8.4. Specifications bearing the title:

CIPP Sewer Rehabilitation 2022
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and consisting of ___ divisions and ___ pages, as listed in table of contents thereof.

- 8.6. Addenda numbers _____ to _____, inclusive.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

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

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed the Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 2022

OWNER: City of Highland

1115 Broadway Street

Highland, IL 62249-0218

BY: _____

ATTEST: _____

(SEAL)

CONTRACTOR:

BY:

ATTEST:

(SEAL)

DIVISION 0 - BIDDING & CONTRACT DOCUMENTS
Section 00050 - Standard Documents for Construction

1. GENERAL

1.01. DESCRIPTION

A. Related requirements specified elsewhere in other documents which are made a part of this Contract where specifically referred to herein:

1. Standard Specifications for Road & Bridge Construction, April 1, 2016 and addenda, Illinois Dept. of Transportation, as amended, hereinafter referred to as "Standard R&B Specifications". (Pay items and Section 100 do not apply unless noted otherwise.) Available from:

Illinois Department of Transportation
2300 South Dirksen Parkway
Springfield, IL 62764

2. Standard Specifications for Water & Sewer Main Construction in Illinois, June, 2014, hereinafter referred to as "Standard W&S Specifications." (Pay items, Division I, and "Division VI do not apply unless noted otherwise.) Available from:

The Associated General Contractors of Illinois
3219 Executive Park Drive
P.O. Box 2579
Springfield, IL 62708

Illinois Municipal League
1220 South Second Street
Springfield, IL 62703

Illinois Society of Professional Engineers
612 South Second Street
Springfield, IL 62704

3. ASTM Standards
American Society for Testing Materials
1916 Race Street
Philadelphia, PA 19103

4. IEPA
Illinois Environmental Protection Agency
P.O. Box 19276

1021 North Grand Avenue East
Springfield, Illinois 62794-9276

5. ACI
American Concrete Institute
22400 West Sevenmile
Detroit, Michigan
6. AISC
American Institute for Steel Construction
101 Park Avenue
New York, NY 10017
7. CRSI
Concrete Reinforcing Steel Institute
228 North LaSalle
Chicago, IL 60601

B. Related requirements specified elsewhere, herein:

1. 00800 - Supplementary General Conditions.
2. 01010 - Project Summary.
3. Respective Specifications Section.

1.02. BIDDER/CONTRACTOR RESPONSIBILITY

- A. Bidder/Contractor shall be responsible for obtaining and complying with requirements specified elsewhere as referenced herein.
- B. Bidder/Contractor shall be responsible for assuring compliance with editions of referenced specifications current and in effect at time/date of advertisement for bids for this work.

END 00050.

BID FOR UNIT PRICE CONTRACT

Proposal of _____ (hereinafter called "Bidder") organized and existing under the laws of the State of Illinois, or an individual doing business as. To the City of Highland (hereinafter called "Owner").

Greetings:

The Bidder, in compliance with your invitation for bids for the construction of CIPP Sewer Rehabilitation 2022 - PW-02-22 having examined the plans and specifications with related documents and the site of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal in part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete within 180 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter.

Bidder acknowledges receipt of the following addendum:

Bidder agrees to perform all the work described in the specifications and/or shown on the plans, for the following unit prices:

CIPP Sewer Rehabilitation 2022 - PW-02-22				
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1 Clean and Water Jet 8" Sanitary Sewer Prior to Lining	9,070	LF		
2 8" Sanitary Sewer Cured-in-Place Pipe Lining	9,070	LF		
3 Cut Out for Existing Sewer Service Laterals	158	EA		
4 Provide Pre and Post Video of Sewer Mains with Stationing and Deliver to Owner in Electronic Format.	9,070	LF		

Total =

Amount Written Out _____ Dollars

UNIT PRICES GOVERN

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond as required by the Contract Documents. The bid security attached in the sum of _____ is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The **BIDDER** shall provide the following insurance information:

Insurance Agent's Name: _____

Insurance Agency Name: _____

Address: _____

Phone No. _____

The Engineer shall forward a copy of the Contractor's bonding and insurance requirements for this project to the agent in order to expedite the Contractor's compliance with said requirements. Second and subsequent certificate reviews shall be subject to penalty as stated in Article C.11. of Section 00800 of the specifications.

CERTIFICATION THAT CONTRACTOR IS NOT BARRED FROM PUBLIC CONTRACTING DUE TO BID-RIGGING OR BID ROTATING CONVICTIONS

WHEREAS, a conviction for the offense of bid-rigging or bid rotating bars a person or entity from bidding on public contracts (Ill. Rev. Stat. 1987, Ch. 38, par. 33E-3, 33E-4), and WHEREAS, Section 33E-11 of the Criminal Code (Ill.Rev. Stat. 1987, Ch. 38, par. 33E-11) requires bidders and contractors awarded bids to certify on a form provided by the unit of local government or school district that they are no barred from public contracting due to bid-rigging or bid rotating convictions. NOW, THEREFORE, IT IS HEREBY CERTIFIED THAT the undersigned is not barred from bidding on or entering into public contracts pursuant to bids due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. The undersigned also certifies that no officers or employees of the bidder or contractor have been so convicted and that the bidder or contractor is not the successor company or a new company created by the officers or owners of one so convicted. It is further certified that any such conviction occurring after the date of the certification will be reported to the above named public body, in writing, within seven (7) days of such conviction, if it occurs during any bidding process, contract terms or otherwise prior to entering into any contract therewith.

Respectfully submitted:

By: _____
(Title)

(Seal if bid is a corporation) _____
(Business Address & Zip Code)

(Phone)

(FEIN)

DIVISION 0 - BIDDING & CONTRACT DOCUMENTS
Section 00800 - Supplementary General Conditions

ARTICLE A. SHOP DRAWINGS:

In addition to requirements of the General Conditions, shop drawings shall conform to this Article, and this Article shall govern.

The Contractor shall be responsible for prompt submittal of shop drawings. Within a period of ten (10) days after Contract award, the Contractor shall submit a schedule indicating the dates that each shop drawing set will be submitted for review and time intervals in weeks required for delivery of each item of equipment, materials, etc. after the manufacturer receives shop drawings which the Engineer has not taken exception to.

Delays in submittal or resubmittal of shop drawings or regarding delivery of equipment, materials, etc. which cannot be justified to the satisfaction of the Engineer shall be considered grounds for rejection of that manufacturer's product system thus requiring the Contractor to resubmit shop drawings for that product system from another acceptable manufacturer. If such delays contribute to delay of contract completion beyond the specified number of calendar days, liquidated damages as defined in the Agreement shall be assessed.

A minimum of eight (8) sets of shop drawings size eight and one-half inches by eleven inches (8 1/2" x 11") and smaller shall be submitted to the Engineer by the Contractor. The Engineer, after reviewing, will retain four (4) sets and return four (4) sets to the Contractor.

On a limited basis where timing is critical and only after Engineer pre-approval, shop drawings may be submitted via email in PDF format. Hard Copies must follow submittals.

The cost of shop drawing preparation and submittal to the Engineer shall be included with the bid price for the item covered on the shop drawings and no additional compensation will be allowed.

All shop drawings must be complete in every detail, properly identified with the name of the project; location within the project; supplier's name, address and telephone number, dated, and each submittal shall be accompanied by a letter of transmittal referring to the name of the project and to the plan and/or specification page number for identification of each item.

Any shop drawings submitted without the Contractor's stamp of approval, and shop drawings which, in the Engineer's opinion are incomplete, contain numerous errors, have not been checked by the Contractor, will be returned to the Contractor requesting the Contractor to return submittal only after same has been placed in good order.

The Contractor is advised that in the event of a third submittal of shop drawings for a particular item becomes necessary, due to previous submittals of incomplete or incorrect shop drawings which are not in accordance with the intent of the Plans and Specifications, the Contractor will be

charged one-half of the cost incurred by the Engineer for review of the third submittal. The total cost incurred by the Engineer for subsequent additional reviews shall be borne by the Contractor.

Shop drawing resubmittals shall be made as rapidly as practicable and shall not exceed twenty (20) days after the date upon which the submittal drawings were returned to the Contractor for resubmittal. Submit shop drawings for:

- CIPP Material and Methods

Any equipment or materials requested by Engineer

ARTICLE B. PLANS AND SPECIFICATIONS ON THE WORK:

The Contractor shall keep one copy of the Plans, Specifications and/or Project Manual, Addenda, Manufacturer's Instructions, Change Orders, and approved Shop Drawings on the Work Site, in good order, available to the Engineer and to its representatives. These documents shall be annotated by the Contractor to show all changes made during the construction process.

ARTICLE C. INSURANCE:

In addition to requirements of the General Conditions, Contractors and Subcontractors shall purchase and maintain insurance in compliance with the following insurance requirements prior to commencement of any Work:

1. Builders Risk/Installation Floater "All Risk" Insurance Coverage (including without limitation, coverage for earthquake, flood, fire, water damage, collapse, malicious mischief, vandalism, sprinkler - water line - sewer line and other piping leakage, and all those perils included from time to time in the so-called "broad form extended coverage endorsement") shall be purchased and maintained by Contractor. Such insurance shall provide coverage for the full replacement value of loss or damage to the work and improvements which is the subject of the Construction Contract. Such insurance may have a deductible clause, not to exceed \$5,000., except that the earthquake deductible may be in accordance with generally accepted insurance practices in the locale where the project is located. Contractor shall be solely responsible for all deductible amounts of the losses or damages.

2. Compensation Insurance - Worker's Compensation Insurance for all of its employees employed at the site of the Project. Coverage in accordance with the Worker's Compensation Act of the State of Illinois shall be provided for all operations together with the minimum Employer's Liability Limit of \$500,000. In case any work is sublet, the Contractor shall require the Subcontractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees of Contractor or any Subcontractor engaged in Work under this Contract at the site of the Project is not protected under the Worker's Compensation Act, the Contractor shall provide, and

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shall cause said Subcontractor to provide all such employees with Employer's Liability Insurance for the protection of said employees.

3. (a) Commercial (Formerly known as Comprehensive) General Liability Insurance a Premises and Operations coverage insuring against claims and damages because of bodily injury and property damage in or about the Project site and/or related, directly or indirectly, to the Work, with a general aggregate limit of \$2,000,000. and Each Occurrence limit of \$1,000,000.

(b) Insurance Covering Special Hazards - The following special hazards shall be covered by the Contractor, whose work involves these hazards, by rider or endorsement to the Commercial General Liability Insurance policies hereinabove required (or by separate policies of insurance) in amounts as specified hereinabove:

(i) Blasting, Explosion, and Collapse and Underground Hazard.

(ii) Damage to Underground Utilities.

(iii) Trucking and Motor Vehicle Operations.

(iv) Owner's Protective Liability Insurance.
(Independent Contractor coverage.)

(v) Products-Completed Operations Hazard.

(vi) Any other hazards involved in the Work to be performed under the Contract, which, in the opinion of the Owner and/or Engineer at any time during the contract period, appears to be sufficiently dangerous to require special insurance.

(c) Coverage shall remain in effect for at least (2) two years after completion of work.

4. Comprehensive Auto Liability - Contractor shall purchase and maintain such coverage for all owned, non-owned and hired vehicles under control of the Contractor or its Subcontractors with the minimum limits of liability to be \$1,000,000. each person and \$1,000,000. each occurrence for Bodily Injury and \$1,000,000. each occurrence for Property Damage, commonly referred to as combined single limit of \$1,000,000.

5. Subcontractor's Insurance - The Contractor shall require Subcontractors, if any, not protected under the Contractor's insurance policies to take out and maintain insurance of the same nature and in the same amounts as required of the Contractor for Commercial General Liability. Subcontractors shall also be required to take out and maintain Auto Insurance in like amounts to that required of the Contractor on all vehicles operated by each Subcontractor on the site of the Work.

6. Waiver of Subrogation and Release - With respect to all insurance as required to be maintained by Contractor and/or Subcontractor as set forth hereinabove, Contractor hereby releases and

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waives, and shall cause all Subcontractors to release and waive, on behalf of themselves and their respective insurers, any and all rights of recovery against the Owner and Engineer, and their respective officials, directors, officers, employees, agents and representatives, for loss of or damage to Contractor or any Subcontractor or any third party to the extent that such loss or damage is insured against under any applicable insurance policy.

7. Owner's and Contractor's Protective (OCP) Liability Insurance - The Contractor shall purchase and maintain this coverage to cover claim demands, suits or judgements which the Owner or Engineer becomes obligated to pay as damages due to Bodily Injury or Property Damage caused by or arising out of operations performed under this contract by the Contractor. This insurance shall name the Owner and Engineer as named insureds. The Limit of Liability shall be at least \$1,000,000. each occurrence. The Policy shall be issued by an insurance company which is authorized to do insurance business in the State of Illinois, which has a Best's rating of B+ or better, and which is acceptable to the Owner. Original shall be filed with the Owner prior to commencement of any work under this contract.

8. Insured Parties - All of the insurance policies required to be purchased and maintained by Contractor and any Subcontractors set forth hereinabove (except Worker's Compensation insurance) shall name Owner and Engineer as additional insureds.

9. Certificate of Insurance - Prior to commencement of any Work, the Contractor shall cause to be delivered to Owner and Engineer, for their review and approval, certificates of insurance from the insurers, evidencing that all of the above-described insurance has been obtained by Contractor and all Subcontractors. All of such certificates of insurance shall (i) specify that the respective insurance policies shall not be canceled, modified or amended without and until thirty (30) days advance written notice is issued to Owner and Engineer, (ii) contain a specific acknowledgment of this Agreement and in the case of the certificate for the commercial general liability insurance, a specific acknowledgement of the contractual liability indemnification obligations of the insurers herein, (iii) evidence that the Owner and Engineer are additional insureds on the respective policies, and (iv) evidence the coverage amounts, deductibles and limits of each policy.

10. Indemnity Agreement - To the maximum extent permitted by law, Contractor shall indemnify, hold harmless, and defend Owner and Engineer, and their respective agents and employees, from and against any and all claims, damages (including direct, liquidated, consequential, incidental and other damages), losses and liabilities, including reasonable attorneys' fees, costs and expenses, of whatsoever kind or nature arising out of or resulting from the performance under or in connection with this contract, whether arising before or after completion of the work, provided that such claim, damage, loss or liability is attributable to bodily injury or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and provided further that the scope of this indemnity shall be limited to the extent the claim, damage, loss or liability was caused by any negligent act or omission of the Contractor, any Subcontractor of the Contractor, or anyone directly or indirectly employed by anyone for whose acts they or either of them may be liable. Owner's and Engineer's rights under this indemnification provision shall not be reduced by any sum or sums paid or payable by Contractor or others under the workers' compensation law. Nothing herein shall be construed in a manner inconsistent with the Illinois Anti-Indemnity Act.

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11. The cost of purchasing and maintaining all insurance specified herein shall be included in the bid price submitted by the Contractor for this Project. The Contractor shall submit certificates of insurance to the Engineer for review. Incomplete and/or incorrect certificates shall be sent back to the Contractor and the Contractor shall resubmit corrected certificates. For the second and subsequent certificate reviews, the Contractor shall be charged \$100.00 for each certificate reviewed. Said charge shall be deducted from the Contract price for the purpose of reimbursing the Engineer for additional reviews.

12. It shall be the Contractor's sole responsibility to notify its insurance carrier of the requirements of these conditions and of the entire contract documents, and the Contractor's non-compliance with the specified insurance requirements shall be just cause for the Owner to retain and collect the full amount of the Contractor's bid security, in addition to all other available relief. Neither the failure of the Owner or Engineer to secure the certificates of insurance or the original of the OCP policy, nor the failure to detect or to notify Contractor of any non-compliance with the insurance requirements herein, shall be treated as a waiver of any of the rights of Owner or Engineer.

13. All liability insurance which Contractor and the Subcontractors are required herein to purchase and maintain shall be on an occurrence basis and not a claims made basis. All such insurance shall be considered to be primary coverage.

14. To the extent of any conflict between the terms, provisions and conditions of these Supplemental Conditions, including but not limited to this Article C, and the terms, provisions and conditions of the General Conditions, the terms, provisions and conditions of these Supplemental Conditions shall prevail and be controlling.

ARTICLE D. GUARANTEES:

All work to be performed under this Contract shall be constructed in compliance with the Plans, Contract Documents, and standard construction codes, and must be guaranteed by the Contractor and the Surety for a period of one (1) year from date of final acceptance by Owner against defective workmanship and material of any nature. On all items of equipment to be incorporated in the completed project, the Contractor and its surety must guarantee that the type, quality, design and performance, will fully meet the requirements of the Specifications.

In placing order for equipment, the Contractor shall purchase same only under a written guarantee from the respective manufacturers that the equipment supplied will function satisfactorily as an integral part of the completed project in accordance with the Plans and Specifications, and that the manufacturer will repair, or otherwise make good any defects in workmanship or materials which may develop within a period of one (1) year from the date of final acceptance by the Owner.

Furthermore, the Contractor shall require that the manufacturer agree in writing, at the time the order for equipment is placed, that it will be responsible for the proper functioning of the equipment in cooperation with the Contractor, and that, whenever necessary, during the installation

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period or tuning-up period following construction period, the manufacturer will cooperate as may be necessary for initial successful operation, and will supply, without additional cost to the Owner, such superintendence and mechanical labor as may be necessary to make any adjustments, and supply additional parts and labor needed to make the equipment function satisfactorily, even if same was not shown on the final shop drawings reviewed by the Engineer. Two (2) copies of each guarantee and agreement shall be furnished to the Owner by the Contractor.

ARTICLE E. ANALYSIS OF BID PRICES:

Within twenty days following the execution of the Contract Documents, the Contractor shall prepare and transmit to the Owner an original and three copies of an itemized breakdown showing the unit quantities of each item and the corresponding unit prices divided between labor, material and other costs of all items of labor, equipment or supplies to be incorporated into the projects. This breakdown, when approved, will be used primarily in determining payment due the Contractor on periodical estimates.

ARTICLE F. PAYMENTS WITHHELD:

At least twenty (20) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. No lien waivers will be required with the first payment request. For the second and subsequent payment requests, the CONTRACTOR shall submit lien waivers covering the prior payment request for all work, including but not limited to suppliers and subcontractors. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and the equipment and protect the OWNER'S interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment, and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within thirty (30) days of presentation of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 10% of said estimate until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the CONTRACTOR and no additional amounts may be retained unless the ENGINEER certifies that the job is not proceeding satisfactorily, but amount previously retained shall not be paid to the CONTRACTOR. At 50% completion or any time thereafter when the progress of the WORK is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the CONTRACTOR. When the WORK has been substantially completed except for WORK which cannot be completed because of weather conditions, lack of

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materials or other reasons which in the judgement of the OWNER are valid reasons for noncompletion, the OWNER may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the WORK still be completed.

The Owner may withhold from payment to the Contractor, in addition to the retained percentage, such an amount or amounts as may be necessary to cover:

- (a) Payments that may be earned or due for just claims for labor or materials furnished in and about the Work.
- (b) For defective Work not remedied.
- (c) For failure of the Contractor to make proper payments to its Subcontractor.
- (d) Reasonable doubt that this Contract can be completed for the balance then unpaid.
- (e) Evidence of damage to another Contractor.
- (f) For untested work or work not meeting specified test requirements.
- (g) In accord with provisions of Articles C-11 and P of this Section.

ARTICLE G. SUBCONTRACTS:

The Contractor shall notify the Owner in writing of the names of the subcontractor proposed on the Contract, and shall not employ any subcontractor until the Owner's approval in writing has been obtained.

The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the General Conditions of the Contract, the Plans and Contract Documents, as far as applicable to its work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

All subcontractors shall fully cooperate with the Contractor, Owner, and Engineer. The Contractor shall schedule and coordinate the work of all subcontractors.

ARTICLE H. SPECIFICATION DIVISION:

The separation in the Specifications of any of the Contract Division of the work into Sections is merely for the convenience of reference. Although such separation may facilitate the awarding of subcontracts by the Contractor, such separations are not intended and shall not be deemed to make the Engineer an arbitrator to establish subcontract limits between the Contractor and its subcontractor.

Each subcontractor shall carefully examine the Plans and Specifications to determine in what way its Work will be affected by the Work of other trades and exactly what work it will be required to perform in connection with the Work of other subcontractors.

ARTICLE I. JOB OFFICE AND STORAGE SHEDS:

No job office required for this project.

Contractor shall provide its own storage shed as required for its work.

ARTICLE J. SUBSTITUTIONS OF MATERIALS OR PROCESSES:

Whenever in the Specifications or on the Plans any material, equipment, device or process is specified or indicated by patent or proprietary name, or by name of its manufacturer, such reference to a material, equipment, device or process has been used to establish a type and quality of material, equipment, or article.

All bidders will submit their bid based on the use of the equipment indicated in the Specifications or on the Plans. If more than one manufacturer is listed in the Specifications or on the Plans for a piece of equipment, any one of those listed will be acceptable for the bid subject to evaluation by the Engineer.

Equipment or material manufacturers or supplier intending to quote to Contractors on substitute or alternate items must submit two (2) sets of drawings together with specifications, a detailed list of equipment to be furnished and a list of similar installations utilizing the proposed equipment or material which substantiates satisfactory performance. This material must be received by the Engineer at least ten (10) days prior to the Bid Opening Date.

Failure to submit adequate prebid material as described above shall be considered grounds for rejecting that substitute or alternate item and requiring the Bidder to provide the equipment or material specified within the bid and contract price.

No equipment or material of an experimental or not proven nature will be approved for use on this project.

If the alternate equipment manufacturer cannot guarantee the operation of any equipment without revisions to the Plans it shall furnish such revisions as required for review by the Engineer. Such revisions will be built by the Contractor within the contract price and no additional compensation will be allowed the Contractor for any work or design necessitated by changes so required.

Refer to specification section on substitutions.

ARTICLE K. (Deleted):

ARTICLE L. SAFETY AND HEALTH REGULATIONS:

00800-8

"Safety and Health Regulations for Construction", and subsequent amendment thereto, as established by the Department of Labor shall govern the work to be performed under this Contract. The "Regulations" are comprised of Chapter XVII of Title 29. Code of Federal Regulations (CFR), Part 1926 (formerly Chapter XIII of Title 29, CFR, Part 1518).

Provide and maintain for project work and Engineer inspection access all scaffolding, hoists and/or temporary structures required for construction of project. Comply with Illinois Structural Work Act (Chapter 48, Illinois Revised Statutes, Sections 60-69, 1961). Take all necessary precautions for safety of employees and public and to prevent accidents. Erect and maintain all necessary safeguards for protection of persons at site, adjacent structures, and project components. Post and maintain danger signs warning of hazards.

Contractor shall be responsible for running safe job and for all safety procedures. Supervision and control of all work procedures and safety procedures shall be under the direct responsibility of the Contractor, including such procedures for the Contractor's employees and subcontractors and their employees. Neither the Owner nor Engineer, nor their agents, servants, and employees, shall be construed as having authority or responsibility to direct the working and safety procedures of the Contractor, including those procedures of the Contractor's employees and subcontractors and their employees.

ARTICLE M. MINIMUM WAGE RATES & PAYROLL RECORDS, USE OF ILLINOIS LABOR FOR PUBLIC WORKS PROJECTS:

The project shall be subject to the State of Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.) and hiring preference shall be given to Illinois citizens. Not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work under the contract, and all payment and performance bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by the contract. The Illinois Dept. of Labor prevailing wage rates for the counties in which work items are to be performed shall apply. Portions of the work are located in Marion County and in Clinton County. The current prevailing wage rates (as of the date of advertisement of this project) for Clinton and Marion Counties, Illinois are attached at the end of this section 00800.

The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the revised rate as provided by the Owner shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions.

The Contractor and each subcontractor shall make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

00800-9

The Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically if acceptable to the Owner, a certified payroll to the Owner of the project. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that:

- (i) such records are true and accurate;
- (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon 2 business days' notice, the contractor and each subcontractor shall make available for inspection the records to the Owner of the project, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

In accord with the Use of Illinois Labor for Public Works Projects (20 ILCS 605/605-390; 30 ILCS 570/0.01), the Contractor shall provide documentation to the Owner certifying that at least fifty percent (50%) of the total labor hours performed to complete the project were performed by actual residents of the State of Illinois. In periods of excessive unemployment, the contractor shall also provide to the Owner documentation certifying that it has caused to be employed at least ninety percent (90%) Illinois laborers on the project.

The contractor shall provide Worker's Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Worker's Compensation, Social Security and retirement and health benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services under this contract.

ARTICLE N. (Deleted):

ARTICLE O. TEMPORARY TOILETS:

The Contractor shall provide temporary toilet services under this Contract at the project site. The toilets shall be an approved combination toilet with urinal for construction. The toilets shall be located to be secluded from public observation, shall be weatherproof, sightproof, and sturdy. The toilets shall be ventilated to meet applicable Federal and State requirements. The Contractor shall provide toilet tissue with suitable dispenser, and shall maintain the temporary toilets in a sanitary condition on a daily basis. Remove the toilet at completion of work. Cost of temporary toilet considered incidental to the Contract, and no additional compensation will be allowed. Maintain until completion.

ARTICLE P. COMPLETION OF EXCESS COST OF FIELD ENGINEERING AND OBSERVATION:

The attention of the Contractor is directed to the following provisions covering payment of field engineering and construction observation costs on this project. The bid form and agreement form on this project includes a stated number of calendar days to be allowed from the date of the contract to the date of final completion and acceptance of all work covered in the contract.

Construction observers will be supplied for not more than one ten (10) hour shift on weekdays (excluding weekends and national holidays) during this period by the Engineer at no cost to the Contractor.

However, for each weekday that the work remains uncompleted and unaccepted beyond the number of calendar days allowed in the contract or contract as amended, and for any work in any week in excess of five ten (10) hour days, the cost of construction observers regularly assigned on this contract will be deducted from final amounts due to the Contractor. Charges for construction observers will be at the basis of \$80.00 per hour, including one way travel time from the office of the Engineer to the jobsite. For time in excess of ten (10) hours at the jobsite during any operations of the Contractor on any single day, charges for construction observers will be at the basis of \$90.00 per hour.

However, for each week day that the work remains uncompleted and unaccepted beyond the number of days allowed in the contract or contract as amended, and for any work in any week in excess of five 8-hour days the cost of resident engineers or observers regularly assigned on this contract will be deducted from final amounts due the Contractor.

ARTICLE Q. CONSTRUCTION OBSERVER:

The OWNER will engage representative of the ENGINEER to observe construction. The observer/representative does not have the authority of the ENGINEER, AND SHALL NOT HAVE AUTHORITY TO APPROVE OR MAKE CHANGES IN THE PLANS AND SPECIFICATIONS.

Any changes in the work shall be only in accordance with duly executed change orders approved by the OWNER, CONTRACTOR, and ENGINEER.

ARTICLE R. (DELETED)

ARTICLE S. CONSTRUCTION FACILITIES:

The Contractor shall provide all necessary equipment required for construction and testing.

The Contractor shall be responsible for and shall provide its own scaffolding and access methods, and shall be responsible for its own safety and that of its own personnel, and shall be responsible for determining and complying with all OSHA rules and other applicable regulations. The Contractor shall hold harmless the Owner and the Engineer in connection with injury to persons or

damage to property due to failure of scaffolding, ladders, runways, or access facilities and methods furnished and used by the Contractor and its personnel at the site.

Neither the Owner nor the Engineer are responsible for safety conditions to be maintained by the Contractor, and the presence of the Owner or Engineer at the jobsite does not imply their cognizance or acceptance of safety practices and procedures of the Contractor.

The Owner will not provide a phone for the Contractor.

If a jobsite trailer is needed by the Contractor for the project, it may be set up within the fenced area around the site as long as its location will not interfere with the project construction or with the operators access to the site. Coordinate location with Owner. No "hard-line" internet service is available at the site. The Contractor must make provisions, as needed for temporary internet or phone service.

ARTICLE T. CLEANUP:

Cleanup shall progress simultaneously with the work, and the jobsite shall be maintained in neat and orderly fashion. The Contractor shall be responsible for removing and properly disposing of any packaging materials and bracing, unused material, debris, and other items not incorporated into the work under the contract on a daily basis. The premises shall be neat and clean at the end of each work day. Cost of cleanup shall be considered incidental to the Contract, and no additional compensation will be allowed.

ARTICLE U. LIQUIDATED DAMAGES:

All of the work included in this contract shall be governed by completion of the work within the number of calendar days shown on the Bid Form.

It is understood and agreed that time is of the essence in completion of all work under this contract.

If the Contractor should fail to complete all of the work included with the contract within the stipulated calendar day contract period, the Contractor shall pay to the Owner the sum of \$100.00 per day as liquidated and ascertained damages for each calendar day that the work remains unfinished. Such damages may be deducted by the Owner from any monies due to the Contractor.

ARTICLE V. STEEL PRODUCTS:

Steel products to be used or supplied in the performance of this contract or any subcontracts thereto shall be manufactured or produced in the United States, in accord with the State of Illinois Steel Products Procurement Act (P.A. 83-1030). This requirement shall apply to all steel products.

Contractor shall notify Engineer promptly of any problems purchasing American Made Products.

ARTICLE W. VARIATIONS IN ESTIMATED QUANTITIES:

For items to be constructed on unit price basis, the quantities may be adjusted either upward or downward. The unit prices as bid may be adjusted either upward or downward if the actual quantities differ by more than twenty percent from the estimated quantities shown on the bid form. For quantity changes less than twenty percent of the amount shown on the bid form, the unit prices as bid shall apply.

Any adjustment to unit prices shall be at mutual approval of Owner and Contractor, via execution of a change order subject to approval of both parties and applicable funding agencies.

This article shall apply only to quantity adjustments which may be made after contract award and issuance of the Notice to Proceed.

ARTICLE X. BID GUARANTY

The Bid must be accompanied by a Bid guaranty which shall not be less than 5 percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a standard AIA Bid bond form. The Bid bond shall be secured by a guaranty or a surety company listed in the latest issue of the U.S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570. No bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of (Owner). Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

Certified checks or bank drafts, or the amount thereof, Bid bonds, and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

END 00800.



City of Highland

To: All Vendors and Contractors

From: City of Highland

RE: Certificate of Non-Delinquency of Tax

As a result of a recent amendment to the Illinois Municipal Code (Adding Section 11-42.1-1), the City of Highland is prohibited from entering into a contract with any individual or anyone else that is delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless that party is contesting the tax in accordance with procedure established by the particular taxing act.

Further, before awarding a contract, the City of Highland is required to obtain a statement under oath from the party with whom it's contracting that no such taxes are delinquent. If a false statement is made, it voids the contract and allows the City to recover all amounts paid to the individual in a civil action.

CERTIFICATE OF NON-DELINQUENCY OF TAX

As required by Section 11-42.1-1 of the
Illinois Municipal Code

The undersigned hereby and herewith certifies under oath that he/she/it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if delinquent, is currently contesting the liability or the amount of such tax in accordance with the procedures established by the appropriate Taxing Act.

A person is not considered delinquent in the payment of a tax for the purposes of this certification if such person has entered into an Agreement with the Illinois Department of Revenue for the payment of all taxes claimed delinquent, and is in compliance with that Agreement. If such is the case with the undersigned, the undersigned certifies that he/she/it has made such an Agreement and is in compliance therewith.

Date

Company Name

Federal I.D. Number

Address

City / State / Postal Code

Signature / Title

Signed and sworn to before me this _____ day of _____, 20__.

Notary Public

Return with Bid

CERTIFICATE THAT CONTRACTOR
IS NOT BARRED FROM CONTRACTING
WITH UNIT OF LOCAL GOVERNMENT
BECAUSE OF CONVICTION OF AN OFFENSE
RELATED TO BIDDING

The undersigned Bidder / Proposer on a Contract submitted for bids / proposals by the City of Highland, Illinois known as: _____, hereby certifies that he/she/it is not barred from bidding on the Contract as a result of violation of either Section 33E-3 (Bid Rigging) or Section 33E-4 (Bid Rotating) of Chapter 38 of the Illinois Revised Statutes.

Dated: _____, 20__

Company Name

Address

City / State / Zip Code

Signature

Print Name

Title



City of Highland

To: All Vendors

From: City of Highland

RE: Certificate of Compliance with the Substance Abuse Prevention on Public Works Projects Act

“The Substance Abuse Prevention on Public Works Projects Act” (Pub. L. 95-0635, codified as 820 ILCS 265/1 *et seq.*) became effective in the State of Illinois on January 1, 2008.

Due to the above-stated law, all bids from contractors and subcontractors for work on a public works project of the City of Highland shall be accompanied by a Certification of Compliance indicating, *first*, whether the bidder has signed collective bargaining agreements that are in effect for all of its employees and that deal with the subject matter of the above-stated Act; and, if not, *second*, that the bidder’s written substance abuse program is attached to the Certification of Compliance and that the bidder’s written substance abuse program meets or exceeds the requirements of “The Substance Abuse Prevention on Public Works Projects Act” (Pub. L. 95-0635, codified as 820 ILCS 265/1 *et seq.*).

Return with Bid

Certification of Compliance

**Substance Abuse Prevention
Program Certification**

CITY OF HIGHLAND

Letting Date: _____ Item No.: _____
Contract No.: _____
Route: _____
Section: _____
Job No. _____
County: _____

The Substance Abuse Prevention on Public Works Projects Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative Date

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative Date

**HOLD HARMLESS AND INDEMNITY AGREEMENT
CITY OF HIGHLAND, ILLINOIS**

The Contractor _____, by affixing his signature hereto agrees to the following conditions:

1. To save and keep the City (including its agents and employees) free and harmless from all liability, public or private penalties contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims, or judgments, resulting from claimed injury, damages, or judgments resulting from claimed injury, damage, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including but not limited to causes in action) arising out of or in any way connected with the performance of work or work to be performed under this permit, excepting, however, the negligence of the City and shall indemnify the City for any costs, expenses, judgments, and attorneys' fees paid or incurred, by or on behalf of the City and its agents and employees, or paid for on behalf of the City and its agents and employees by insurance provided by the City.
2. To hold harmless the City (including its agents and employees) from liability or claims for any injuries to or death of Contractor's or any Subcontractor's employees, resulting from any cause whatsoever, excluding negligence of the City, including protection against any claim of the Contractor or any Subcontractor for any expenses of or payments made by any workman's compensation insurance payments under any workman's compensation law or any carrier on behalf of said Contractor or Subcontractor and shall indemnify the City for any costs, expenses, judgments, and attorneys' fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by the City.
3. In the event the City's machinery or equipment is used by the Contractor, or Subcontractor, in the performance of the work called for by this permit, such machinery or equipment shall be considered as being under the custody and control for the Contractor during the period of such use by the Contractor or any Subcontractor, and if any person or persons in the employ of the City should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Contractor.

Signature

Date

Print Name

Title

CIPP Sewer Rehabilitation 2022, PW-02-22 is a "Public Works Construction" Project as defined in the Illinois Prevailing Wage Act 820 ILCS 130. As such, all bidders shall account for in their bids and will be subject to the general prevailing wage rates for Madison County, Illinois, currently published and as amended from time to time by the Department of Labor. Prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website.

DIVISION 1 - GENERAL REQUIREMENTS
Section 01010 - Project Summary

1. GENERAL

1.01. REQUIREMENTS INCLUDE

- A. Contractor provide all labor, materials, and equipment required to clean, install, test, and render operational cured-in-place pipe (CIPP) lining for approximately 9,070 L.F. of 8" sanitary sewer and appurtenances including any bypass pumping and traffic control.
- B. Video of pre and post condition of sewer and deliver to City in electronic format with locations and stationing labelling.
- C. Cut outs for existing sewer service laterals.

1.02. RELATED REQUIREMENTS

- A. Specified elsewhere:
 - 1. Respective Specification Sections.

1.03. DEFINITIONS. The following terms are used throughout the contract documents. The work will be governed in accord with the definitions.

- A. Fabricated: Fabricated pertains to items specifically assembled or made of selected materials or components to meet individual design requirements.
- B. Manufactured: Manufactured means standard units, usually mass produced by an established manufacturer of the respective item.
- C. Provide: Provide means furnish, install, test, calibrate, startup, place into complete and satisfactory operation.
- D. Shop fabricated or shop made: Shop fabricated or shop made refers to items made by the Contractor in the contractor's own shop.

1.04. INSURANCE, DESIGNATED PURCHASER. Contractor purchase and maintain Builder's Risk insurance.

1.05. SEQUENCING & SCHEDULING

- A. General requirement:

1. Coordinate all construction sequencing and scheduling with Owner.

B. Sequencing:

1. Submit shop drawings, certificates, etc. for Engineer's review.
2. Order materials for which shop drawings have been reviewed by the Engineer and no exceptions were taken.
3. Contractor verify size of and lengths of existing sanitary sewer mains to be lined before any work is to begin.
4. Provide cleaning and videotaping of existing sewer main before CIPP lining is to begin.
5. Provide lining of sanitary sewer mains.
6. Provide cutout of existing sewer laterals.
7. Provide post videotaping of sewer mains after lining is complete.
8. Provide cleanup of site to original condition or better.

C. Scheduling:

1. Schedule to comply with contract completion date.

1.06. CONTRACTOR USE OF PREMISES

A. Confine operations at site to areas permitted by:

1. Law.
2. Contract.
 - a. Confer with Owner's representative and obtain full knowledge of all site rules and regulations affecting work.
 - b. Conform to site rules and regulations while engaged in project construction.
 - c. Site rules and regulations take precedence over others that may exist outside such jurisdiction.
 - d. Employee list: The Owner's representative may examine Contractor's list of employees, including those of subcontractors and their agents.

e. Vehicle use - Rigidly enforce the following:

- (1). Keep all vehicles, mechanized or motorized equipment locked at all times when parked and unattended on project premises.
- (2). Do not, under any circumstance, leave any vehicle unattended with motor or engine running, or with ignition key in place.
- (3). Parking: Permitted only in areas designated by Owner.
- (4). All traffic control subject to Owner's approval.

B. Do not unreasonably encumber site with materials or equipment.

C. Do not load structure with weight that will endanger structure.

D. Assume full responsibility for protection and safekeeping of products stored on premises.

E. Move all stored products or equipment which interfere with operations of Owner or other contractors.

F. Obtain and pay for use of additional storage or work area needed for operations.

G. Use of site: Exclusive and complete, for execution of work.

1. Confine operations to public R.O.W.

2. Restore property disturbed by construction to original condition or better.

1.07. WARRANTY

A. All project components shall be guaranteed to be free from defects in material, workmanship, and operation for a period of one year from date of final acceptance by Owner.

B. Correct and make good all deficiencies noted during warranty period at no expense to Owner.

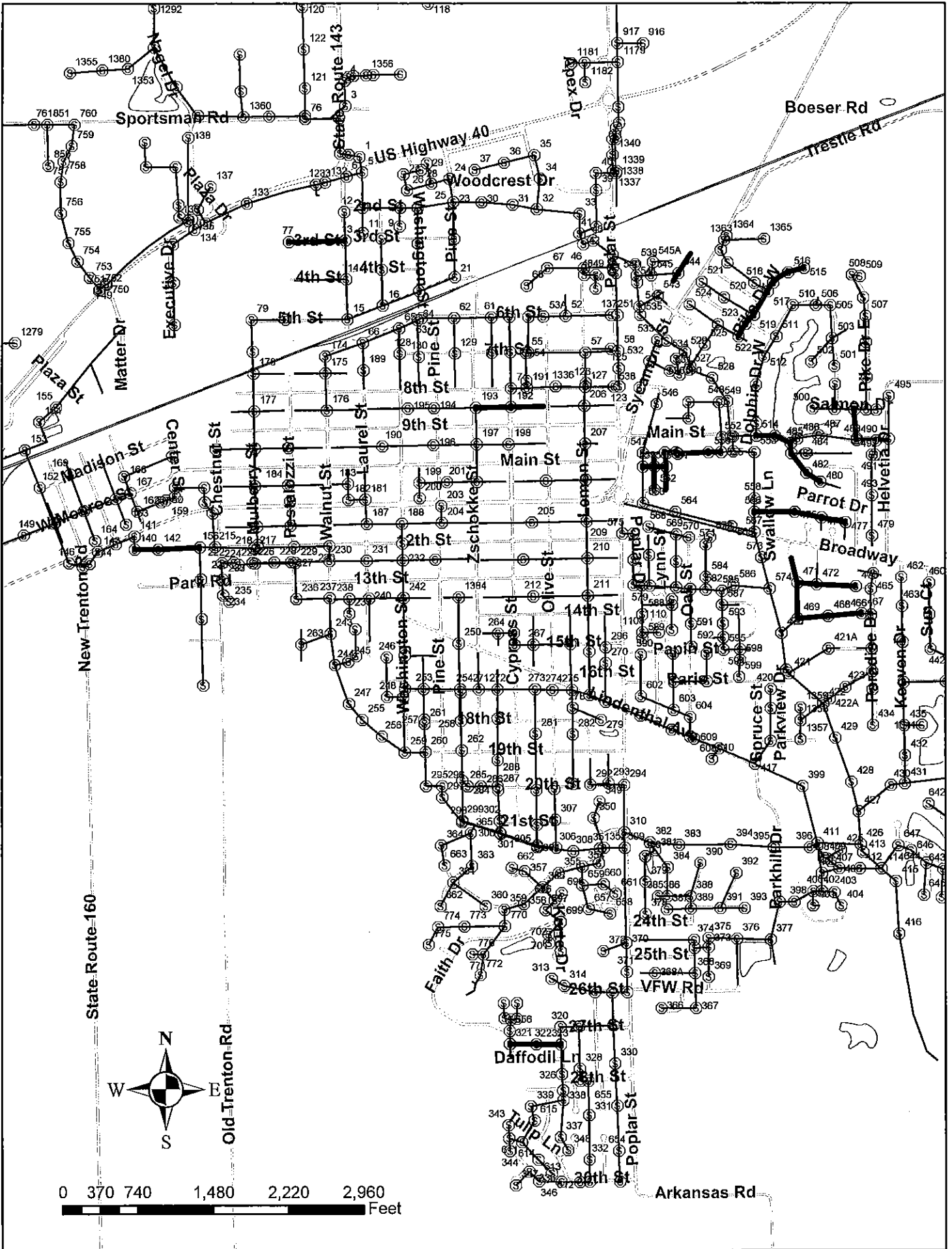
1.08. DRAWINGS (FOLLOWING THIS SECTION)

A. Lining Plan.

END 01010.

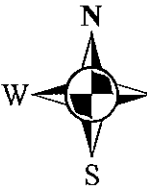
8" Cured in Place Pipe			
Street	Manhole to Manhole	Length (FT)	# of Services
Snowball CT	471 to 471A	131	5
Geneva Dr	544 to 544A	225	5
Geneva Dr	544 to 544B	225	5
		450	10
3rd St	77 to 13	557	10
Pike Dr West	515 to 516	163	4
Pike Dr West	516 to 517	282	5
Pike Dr West	517 to 519	252	4
Pike Dr West	519 to 522A	122	0
Pike Dr West	522A to 522	140	2
		959	15
Gardenia St	323 to 322	239	6
Azalea Ct	322 to 321	282	6
		521	12
Main St	557 to 556	382	3
Main St	556 to 555	124	3
		506	6
Cardianl Ln	514 to 485	347	2
Cardianl Ln	485 to 483	240	0
Cardianl Ln	483 to 482	240	2
Cardianl Ln	482 to 480	163	3
		990	7
Salmon Dr to Main St	498 to 488	299	3
Luzerne St	561 to South LH	227	4
Luzerne St	561 to North LH	101	1
Luzerne St	561 to 560	120	0
Luzerne St	560 to 559	123	2
Berne St	560 to North LH	136	1
Berne St	560 to 562	232	4
		939	12
St. Michael Ct	473 to 472	382	12
St. Michael Ct	472 to 471	200	3
St. Michael Ct	471 to 469	351	8
St. Michael Ct	469 to 468	298	8
St. Michael Ct	468 to 467	325	10
St. Michael Ct	467 to 466	94	2
		1650	43
Cypress St	192 to East LH	321	6
Cypress St	192 to 193	366	7
		687	13
Robin Ct	566 to 475	395	6
Robin Ct	475 to 476	208	5
Robin Ct	476 to 477	210	6
		813	17
Spindler Park Rd	156 to 142	336	3
Spindler Park Rd	142 to 140	232	2
		568	5
		9070	158

ESTIMATED QUANTITIES - PAYMENT WILL BE MADE ON EXACT QUANTITY INSTALLED

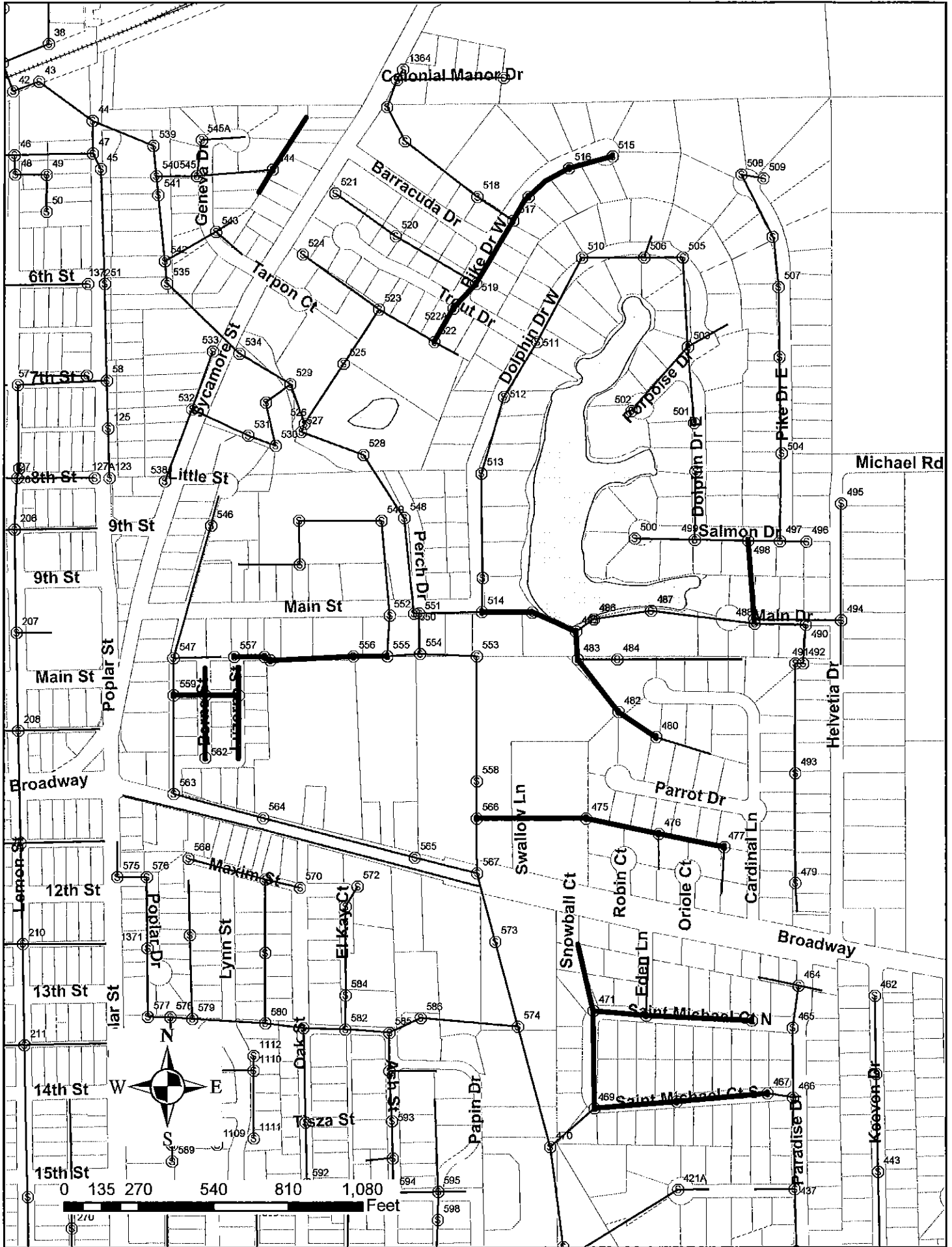


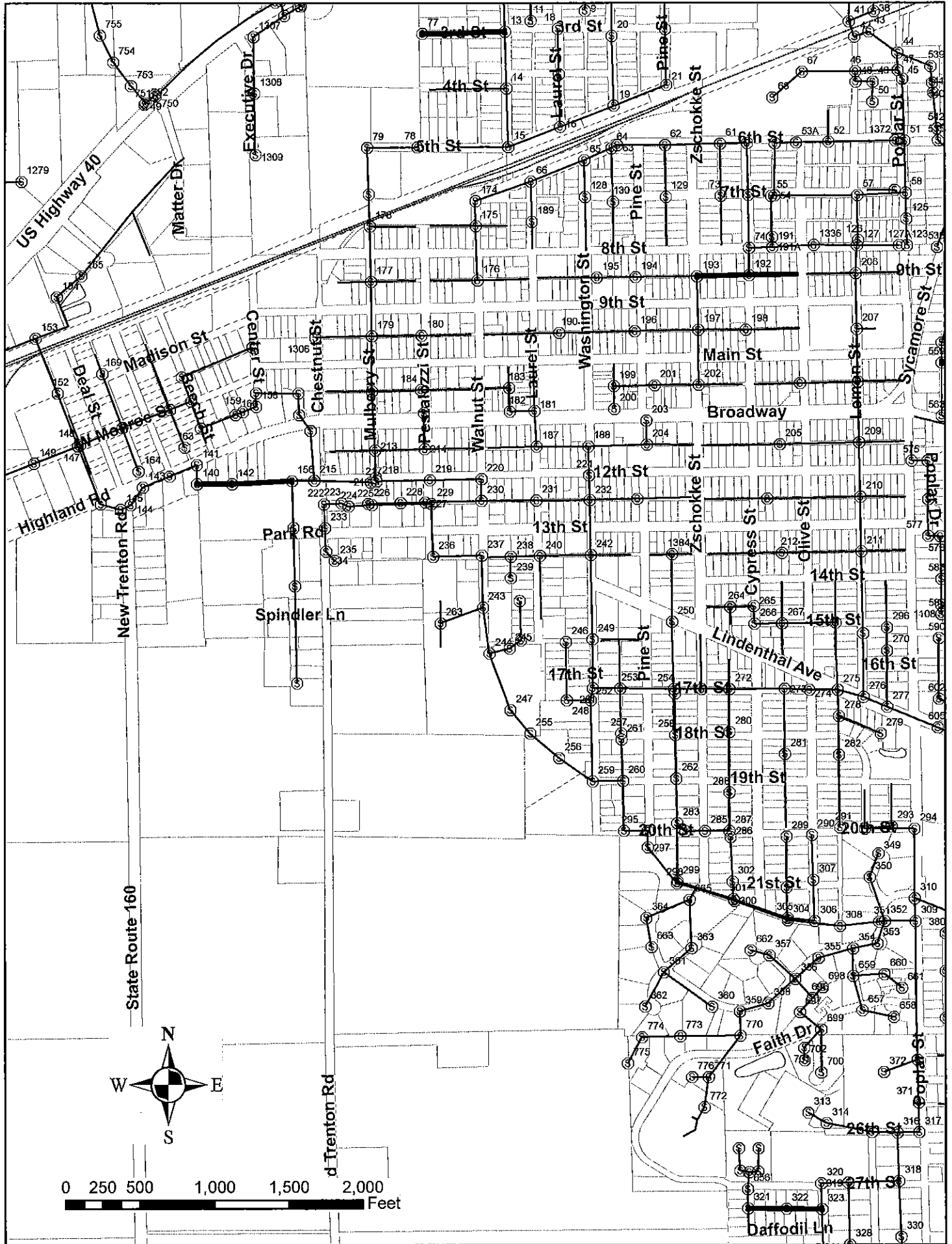
State Route 160

Old Trenton Rd



0 370 740 1,480 2,220 2,960 Feet





DIVISION 1 - GENERAL REQUIREMENTS
Section 01060 - Regulatory Requirements

1. GENERAL

1.01. REQUIREMENTS INCLUDE

- A. Contractor comply with all laws, rules and regulations governing the work.
 - 1. When Contractor observes that contract documents are at variance with specified codes, notify Engineer in writing immediately. Engineer will issue all changes in accord with General Conditions.
 - 2. When Contractor performs any work knowing or having reason to know that the work is contrary to such laws, rules and regulations and fails to so notify the Engineer, Contractor shall pay all costs arising therefrom. However, it will not be the Contractor's primary responsibility to make certain that the contract documents are in accord with such laws, rules and regulations.

1.02. RELATED REQUIREMENTS

- A. Specified elsewhere:
 - 1. 01010 - Project Summary.
 - 2. Respective Specification Sections.

1.03. DEFINITIONS & ABBREVIATIONS

- A. Definitions:
 - 1. Codes: Codes are rules, regulations or statutory requirements of government agencies.
 - 2. Standards: Standards are requirements set by authorities, custom or general consent and established as accepted criteria.

1.04. QUALITY ASSURANCE

- A. Engineer has designed the project with full knowledge of code requirements and has copies of all specified codes available for Contractor's inspection.
- B. Contractor:

1. Ensure that copies of specified codes and standards are readily available to Contractor's personnel. Copies are available at Contractor's expense from source or publisher.
2. Ensure that Contractor's personnel are familiar with workmanship and installation requirements of specified codes and standards.

1.05. REGULATORY REQUIREMENTS

A. Source and requirements:

1. IDOT:
 - a. Road and Bridge Laws, Current Edition, including all supplements.
 - b. Standard Specifications for Road and Bridge Construction, adopted April 1, 2016, including all supplements. Except where otherwise specified.
 - (1). Section 100 does not apply.
2. IEPA (Current editions at date of bidding documents.)
 - a. Air Pollution Standards.
 - b. Noise Pollution Standards.
 - c. Water Pollution Standards.
 - d. Public Water Supplies.
 - e. Solid Waste Standards.
 - f. Illinois Recommended Standards for Sewage Work.
 - g. Comply with all requirements of IEPA construction permit.
3. Illinois Purchasing Act, as amended (Illinois Revised Statutes, ch, 127, par. 132.1 et seq.).
4. STANDARDS: Accepted by Owner and complimentary to specified statutorily mandated codes and standards.
 - a. IDOT: Standard Specifications for Road and Bridge Construction, adopted April 1, 2016, including all addenda.
 - b. NFPA: National Fire Codes, 1982.
 - (1). No. 70-84, National Electrical Code.
 - (2). No. 101-81, Life Safety Code.

B. The following standards and specifications are hereby incorporated into the contract documents to the same force and effect as if repeated herein. The documents include:

1. Standard Specifications for Road & Bridge Construction, April 1, 2016, and addenda, Illinois Dept. of Transportation, as amended, hereinafter referred to as "Standard R&B Specifications." (Section 100 does not apply.) Available from:

Illinois Dept. of Transportation
2300 South Dirksen Parkway
Springfield, Illinois 62764

2. ASTM Standards
American Society for Testing Materials
100 Barr Harbor Drive
Conshohocken, PA 19428
3. Standard Specifications for Water and Sewer Main Construction in Illinois, June 2014.
4. IEPA Standards and Specifications for Soil Erosion and Sediment Control, 1987.
5. Illinois Urban Manual for erosion control.
6. Other Standards and Specifications referenced herein.

END 01060.

DIVISION 1 - GENERAL REQUIREMENTS
Section 01200 - Project Meetings

1. GENERAL

1.01. REQUIREMENTS INCLUDES

A. Contractor:

1. Attend specified meetings.
2. Ensure attendance of subcontractors and suppliers as specified or directed.

1.02. RELATED WORK

A. Specified elsewhere:

1. 01010 - Project Summary.
2. 01700 - Contract Closeout.
3. Respective Specification Sections.

1.03. PRE-CONSTRUCTION MEETING

- A. A Pre-Construction meeting will be held on site at a mutual agreeable time between Owner and Contractor.

END 01200.

DIVISION 1 - GENERAL REQUIREMENTS
Section 01530 - Barriers

1. GENERAL

1.01. REQUIREMENTS INCLUDE

A. Contractor:

1. Provide and continuously maintain suitable type barriers to prevent unauthorized personnel or public entry, and to protect the work, existing facilities and utilities from construction operations.
2. Remove when no longer needed, at completion of the work or as directed.
3. Promptly replace any traffic control signs removed or otherwise disrupted by project activities.

1.02. RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01010 - Project Summary.
2. 01620 - Storage & Protection.
3. Respective Specification Sections.

2. PRODUCTS

2.01. All barriers shall comply with Standard R&B specifications (IDOT).

3. EXECUTION

3.01. INSTALLATION

- A. Install facilities in a neat and uniform appearance, structurally adequate for required purposes.
- B. Maintain barriers and barricades during entire construction period.
- C. Relocate barriers as required by construction progress.

3.02. REMOVAL

- A. Completely remove barriers, including foundations, when construction has progressed to the point that they are no longer needed, and when authorized by the Engineer.
- B. Clean and repair damage caused by installation, fill and grade site areas to required elevations and slopes, and clean the area.

3.03. PAY ALL COSTS

- A. Cost of barriers and barricades shall be considered incidental to the Contract, and no additional compensation will be allowed.

END 01530.

DIVISION 1 - GENERAL REQUIREMENTS
Section 01540 - Security

1. GENERAL

1.01. REQUIREMENTS INCLUDE

A. Contractor:

1. Protect work, stored materials, and construction equipment from theft and vandalism.
2. Protect premises from entry by unauthorized persons.

1.02. RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01200 - Project Meetings.
2. 01530 - Barriers.
3. 01620 - Storage & Protection.
4. Respective Specification Sections.

1.03. MAINTENANCE OF SECURITY

- A. Initiate security program promptly at job mobilization.
- B. Maintain security program throughout construction period until Owner occupancy or acceptance precludes need for Contractor security.
- C. Pay costs for security personnel and facilities. Costs shall be considered incidental to contract and no additional compensation will be allowed.

END 01540.

DIVISION 1 - GENERAL REQUIREMENTS
Section 01560 - Temporary Environmental Controls

1. GENERAL

1.01. REQUIREMENTS INCLUDE

A. Contractor:

1. Provide controls over environmental conditions at the construction site and related areas under the Contractor's control. Contractor shall provide temporary environmental controls as necessary to reduce sedimentation runoff from jobsite.
2. Remove physical evidence of temporary controls at completion of work or as directed.

1.02. RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01010 - Project Summary
2. 01710 - Final Cleaning
3. Respective Specification Sections.

1.03. DUST CONTROL. Provide dust control materials to minimize dust from construction operations. Prevent air-borne dust from dispersing into the atmosphere.

1.04. WATER CONTROL

A. Control surface water to prevent damage to the project, the site or adjoining properties.

1. Control fill, grading and ditching to direct surface drainage away from excavations, pits, tunnels and other construction areas; direct drainage to proper runoff.

B. Provide, operate and maintain hydraulic equipment of adequate capacity to control surface water.

C. Dispose of and direct surface drainage in a manner to prevent flooding, erosion, silting or runoff of silt or sediment or other damage to the site or to adjoining areas. Provide control measures to minimize erosion and/or runoff of silt and mud from the construction site into adjacent areas. Utilize ditch checks, silt fence, and/or temporary seeding as necessary to prevent erosion.

1.05. DEBRIS CONTROL

01560 Temp Environmental Controls-1

12/04

- A. Maintain all areas under Contractor's control free of extraneous debris during contract period.
- B. Initiate and maintain a specific program to prevent accumulation of debris at construction site, storage and parking areas or along access roads and haul routes.
 - 1. Provide containers specified in 01561 for deposit of debris.
 - 2. Prohibit overloading of trucks to prevent spillage or deposition of debris, mud, and extraneous material onto private and public roadways and access and haul routes.
 - a. Provide daily inspection of traffic areas to enforce requirements.
- C. Scheduled collection and disposal of debris is specified in 01561.
 - 1. Provide additional collections and disposal of debris whenever regular schedule is inadequate to prevent accumulation.

1.06. POLLUTION

- A. Prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
- B. Provide equipment and personnel, perform emergency measures to contain all spillage, and to remove contaminated soils or liquids.
 - 1. Excavate and dispose of all contaminated earth off-site. Replace with suitable compacted fill and topsoil.
- C. Provide systems for control of toxic or high-level concentration atmospheric pollutants.

1.07. EROSION CONTROL

- A. Plan and execute construction in a manner to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.
 - 1. Minimize the areas of bare soil exposed at one time.
 - 2. Provide temporary control measures to prevent silting or runoff of silt or sediment from site.
- B. Periodically inspect earthwork to detect evidence of the start of erosion. Apply corrective measures to control erosion.

1.09 PAY COSTS

- A. Temporary erosion control measures shall be incidental to contract and no additional compensation will be allowed.

END 01560.

DIVISION 1 - GENERAL REQUIREMENTS
Section 01570 - Traffic Regulation

1. GENERAL

1.01. REQUIREMENTS INCLUDES

A. Contractor:

1. Provide, operate and maintain equipment, services and personnel, with traffic control and protective devices, as required to expedite vehicular traffic flow on on-site haul routes, at site entrances, on-site access roads and parking areas.
2. Remove temporary equipment and facilities when no longer required.
3. Restore grounds to original conditions.

1.02. RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01530 - Barriers.
2. Respective Specification Sections.

1.03. TRAFFIC SIGNALS AND SIGNS

- A. Provide and operate traffic control and directional signs required to direct and maintain an orderly flow of traffic in all areas under Contractor's control.
- B. Provide traffic control and directional signs, mounted on barricades or standard posts:
 1. At each change of direction of a roadway.
 2. At each crossroads.
 3. At detours.
 4. At parking areas.
- C. Maintain and immediately replace any traffic control signs disturbed by contractors' operations under contracts.

1.04. FLAGGERS. Provide qualified and suitably equipped flaggers when construction operations encroach on traffic lanes, as required for traffic regulation.

1.05. FLARES AND LIGHTS

- A. Provide flares and lights during periods of low visibility:
01570 Traffic Regulation-1

1. To clearly delineate traffic lanes and to guide traffic.
2. For use by flaggers in directing traffic.

B. Provide illumination of critical traffic and parking areas.

1.06. BARRICADES

A. Comply with Article 107.14 and Section 701 of Standard R&B Specifications.

1.07. CONSTRUCTION PARKING CONTROL

A. Control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, owner's operations or construction operations of all contractors.

B. Monitor parking of construction personnel's private vehicles.

1. Maintain free vehicular access to and through parking areas.
2. Prohibit parking on or adjacent to access roads, or in non-designated areas.

1.08. HAUL ROUTES

A. Consult with Owner. Establish public thoroughfares which will be used as haul routes and site access.

1. Comply with posted load limits on public roadways.

B. Confine construction traffic to designated haul routes.

C. Remove debris and trash twice daily during work.

D. Restore to original condition at no cost to Owner.

1.09. PAY COSTS

A. Cost of traffic regulation shall be considered incidental to the contract, and no additional compensation will be allowed.

END 01570.

DIVISION 1 - GENERAL REQUIREMENTS
Section 01600 - Material & Equipment

1. GENERAL

1.01. REQUIREMENTS INCLUDE

A. Contractor provide:

1. Specified materials and equipment.
2. Transportation and delivery.
3. Equipment and personnel at site.

1.02. RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01010 - Project Summary.
2. 01620 - Storage & Protection.
3. Respective Specification Sections.

1.03. MANUFACTURER'S INSTRUCTIONS

- A. When contract documents require that installation shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to all parties involved in the installation, including four copies to the Engineer.
- B. Maintain one set of complete instructions with the Project Record Documents at the jobsite during installation and until completion.

2. PRODUCTS

2.01. MATERIALS & EQUIPMENT INCORPORATED INTO THE WORK

- A. Conform to project specifications and standards.
- B. Comply with size, make, type and quality specified.
- C. Manufactured and fabricated products:
 1. Design, fabricate and assemble in accord with best engineering shop practices.

3. EXECUTION

3.01. TRANSPORTATION, DELIVERY & HANDLING

- A. Arrange for transportation and deliveries of materials and equipment in accord with approved current construction schedules and in ample time to facilitate inspection prior to installation.
- B. Coordinate deliveries to avoid conflict with work and conditions at site:
 - 1. Work of other Contractors or Owner.
 - 2. Limitations of storage space.
 - 3. Availability of equipment and personnel for handling products.
 - 4. Owner's use of premises.
- C. Deliver products in undamaged condition in original containers or packaging, with identifying labels intact and legible.
- D. Receive all materials delivered to site, sign bills of lading.
- E. Clearly mark partial deliveries of component parts of assemblies or equipment to permit easy identification of parts to facilitate assembly.
- F. Immediately on delivery, inspect shipment to assure:
 - 1. Product complies with Contract requirements and approved submittals.
 - 2. Quantities are correct.
 - 3. Containers and packages are intact, labels are legible.
 - 4. Products are properly protected and undamaged.
- G. File claim with shipper if items are damaged. Provide copy of damage claim to Engineer. Expedite claim settlement/item replacement to maintain project schedule and completion.
- H. Provide equipment and personnel to handle products and equipment, including those furnished by Owner. Prevent damage to products or packaging.
- I. Provide additional protection during handling to prevent scraping, marring or otherwise damaging products, equipment or surrounding surfaces.
- J. Handle products and equipment by methods to prevent bending or overstressing.
- K. Lift packages, equipment or components only at designated lift points.

01600 Material & Equipment-2

- L. Pay all transportation costs. Cost of transportation, delivery, and handling shall be incidental to contract price for that item, and no additional compensation will be allowed.

3.02. STORAGE & PROTECTION. See 01620.

END 01600.

DIVISION 1 – GENERAL REQUIREMENTS
Section 01620 - Storage & Protection

1. GENERAL

1.01. REQUIREMENTS INCLUDE

A. Contractor provide and maintain:

1. Storage for materials and equipment to be installed in Project.
2. Protection and security for stored materials and equipment, on and off site.

1.02. RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01010 - Project Summary.
2. 01600 - Material & Equipment.
3. Respective Specification Sections.

1.03. OFF-SITE AUTHORIZATION.

A. Off-site storage will be permitted only on Owner's prior written authorization in accordance with General Conditions.

1. Provide certificate of insurance.
2. Provide written description of item and storage location.
3. Provide access to Engineer.
4. Deliver to site and incorporate with project to maintain project schedule and contract completion.

2. PRODUCTS

2.01. MATERIALS & EQUIPMENT FOR PROTECTION OF STORED ITEMS.

A. May be new or used, but shall be serviceable, adequate for required purpose, and shall not create unsafe conditions nor violate applicable codes.

2.02. STORAGE SHEDS

01620 Storage & Protection-1

A. Basic requirements:

1. Number: To requirements of construction needs, as authorized by Engineer.
2. Dimensions: To storage requirements of products.
3. Ventilation: Meet specified and code requirements for all products stored.
4. Heating: Maintain temperatures specified in respective specification sections for products stored.

B. Construction:

1. Structurally sound foundation and superstructure.
2. Weathertight, with raised floors; compatible with storage requirements.
3. Temperature transmission resistance: Compatible with storage requirements.
4. Do not use storage sheds for living quarters.

2.03. PROTECTIVE MATERIALS

- A. For duration of storage period, provide materials which will provide proper protection against the elements or other harmful environmental conditions. Materials may be new or used at Contractor's option, but shall be:
1. Of sufficient strength and durability for intended use.
 2. Recommended by manufacturer of products or equipment to be protected.
 3. Non-staining.
 4. Non-hazardous.

3. EXECUTION

3.01. LOCATION.

- A. Where shown on drawings, or where authorized by Owner.

1. Engineer will resolve conflicts in storage requirements of all contractors.

3.02. PREPARATION.

- A. Fill and grade sites for temporary storage sheds to provide drainage.

3.03. INSTALLATION.

- A. Construct storage sheds on adequate foundations, with connections for required utilities.
 - 1. Raise portable buildings, if used.
 - 2. Provide steps, landings or ramps at entrances.
- B. Mount identifying signs adjacent to entrance doors, in conspicuous locations.

3.04. LIMITATIONS.

- A. Do not exceed capacity of structure.
- B. Do not inhibit use of:
 - 1. Fire exits.
 - 2. Fire lanes.
 - 3. Parking.
 - 4. Work of other contractors.
 - 5. Owner's operations.
- C. Store combustible materials in accordance with applicable regulations.

3.05. PROTECTION

- A. Protect all products and equipment from damage.
- B. Methods:
 - 1. Store moisture or water vulnerable materials off grade.
 - 2. Store finished products and equipment in an enclosed building, on or off site.
 - 3. Maintain integrity of shipping cartons until ready for installation.
 - 4. Provide separate storage for combustible and non-combustible products.
 - 5. Follow storage recommendations of product and equipment manufacturers.
 - 6. Other methods shall be subject to Engineer's review.

3.06. MAINTENANCE AND CLEANING

- A. Provide continuous maintenance for all temporary structures.
- B. Repair or refinish damaged or weathered portions of structure as required to maintain in specified condition.

- C. Repair or replace defective utility connections.
- D. Clean storage sheds or areas at least once a week.

3.07. REMOVAL

- A. Remove all temporary storage sheds, contents and utilities, at completion of construction activities, or as authorized by the Engineer.
- B. Remove foundations, debris; fill ruts and holes, grade to required elevations and clean area; restore surfaces.

3.08. PAY COSTS

- A. Include all costs for storage and protection with contract price, and no additional compensation will be allowed.

END 01620.

DIVISION 1 - GENERAL REQUIREMENTS
Section 01700 - Contract Closeout

1. GENERAL

1.01. REQUIREMENTS INCLUDE

- A. Contractor provide:
1. Substantial completion.
 2. Final completion.
 3. Closeout submittals.
 4. Application of final payment.

1.02. RELATED REQUIREMENTS

- A. Specified elsewhere:
1. 00050 - Standard Documents for Construction.
 2. 01010 - Project Summary.
 3. 01710 - Final Cleaning.
 4. Respective Specification Sections.

1.03. SUBSTANTIAL COMPLETION

- A. When Contractor considers work substantially complete, submit written declaration to Engineer that work, or designated portion thereof, is substantially complete. Include list of items to be completed or corrected.
- B. Prior to preliminary substantial completion and inspection:
1. Instruct Owner's personnel in operation and maintenance of all systems and equipment.
- C. Engineer will make a preliminary inspection within seven business days after receipt of Contractor's declaration.
- D. Upon determining that work is substantially complete, Engineer will:
1. Prepare a punch list of items to be completed or corrected, as determined by the inspection.
 2. Prepare and process a certificate of substantial completion, containing:
 - a. Date of substantial completion.
 - b. Punch list of items to be completed or corrected.

01700 Contract Closeout-1

- c. The time within which punch list items shall be completed or corrected.
- d. Date and time Owner will take occupancy of project or designated portion thereof.
- e. Responsibilities of Owner and Contractor for:

- (1). Insurance.
- (2). Utilities.
- (3). Operation and maintenance of mechanical, electrical and other systems.
- (4). Maintenance and cleaning.
- (5). Security.

- f. Signatures of:

- (1). Engineer.
- (2). Contractor.
- (3). Owner.

E. Contractor:

- 1. Complete all work listed for completion or correction within designated time.
- 2. Perform final cleaning in accord with 01710.

F. Owner will occupy project or designated portions thereof under provisions stated in certificate of substantial completion.

G. At time of inspection, should substantial completion not be certified, complete the work and resubmit declaration in accord with 1.03.A.

1.04. FINAL COMPLETION

A. Contractor:

- 1. Submit written declaration to Engineer that:
 - a. Work complies with all aspects of contract documents.
 - b. All items on substantial completion punch list have been completed or corrected.
 - c. All tools, construction equipment and surplus materials have been removed from site.

B. Contractor attend final inspection with Engineer and Owner to ensure completion of all contract requirements.

- C. When Engineer considers that all work is finally complete in accord with contract document requirements, Contractor prepare and process closeout documents.

1.05. CLOSEOUT SUBMITTALS

A. Contractor submit:

- 1. Project record documents in accord with 01720.
- 2. Deliver evidence of compliance with requirements.

1.06. APPLICATION FOR FINAL PAYMENT

A. Contractor submit duly executed:

- 1. Final Estimate.
- 2. Separate final releases of waivers of liens for all subcontractors, suppliers and others with lien rights against property of Owner together with complete list of those parties.
- 3. Final accounting statement, reflecting all adjustments to contract sum:
 - a. Original contract sum.
 - b. Additions and deductions resulting from:
 - (1). All change orders.
 - (2). Deductions for uncorrected work.
- 4. Total contract sum, adjusted.
- 5. Previous payments.
- 6. Sum remaining due.

B. Engineer will process final statement in accord with Conditions of the Contract.

END 01700.

DIVISION 1 - GENERAL REQUIREMENTS
Section 01710 - Final Cleaning

1. GENERAL

1.01. REQUIREMENTS INCLUDE

A. Contractor, provide final cleaning:

1. At completion of work, or at such other times as directed by the Engineer, remove all waste, debris, rubbish, tools, equipment, machinery and surplus materials. Clean all sight exposed surfaces; leave work clean and ready for occupancy.

1.02. RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01700 - Contract Closeout.
2. Respective Specification Sections.

1.03. SAFETY REQUIREMENTS

A. Standards: Maintain project in accord with following safety and insurance standards:

1. Applicable Federal and State requirements.
2. National Fire Protection Association (NFPA).

B. Hazards Control:

1. Store volatile wastes in covered metal containers and remove from premises daily.
2. Prevent accumulation of wastes which create hazardous conditions.
3. Provide adequate ventilation during use of volatile or noxious substances.

C. Conduct cleaning and disposal operations to comply with applicable Federal and State anti-pollution laws.

1. Do not burn or bury rubbish and waste materials on project site.
2. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.
3. Do not dispose of wastes into streams or waterways.

1.04. SUBMITTALS

- A. Manufacturer's recommendations for cleaning specified products.
- B. Proposed cleaning products for products where manufacturer's recommendations are not specified.

2. PRODUCTS

2.01. MATERIALS

- A. Select and use all cleaning materials and equipment with care to avoid scratching, marring, defacing, staining or discoloring surfaces cleaned.
- B. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

3. EXECUTION

3.01. FINAL CLEANING

- A. Employ experienced workers for final cleaning.
- B. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.
- C. Soft broom clean all exposed concrete surfaces; other paved areas with soft or stiff broom as directed.

END 01710.

DIVISION 2 - SITEWORK

Section 02224 Cured-in-Place Pipe Lining

1. GENERAL

1.01. WORK INCLUDES

- A. The work to be performed under this section of specifications shall include all labor, materials, equipment and transportation necessary for the reconstruction of existing pipelines and conduits by the installation of cured-in-place pipe (CIPP). A CIPP is formed by the insertion of a resin impregnated, flexible tube which is inverted into the existing conduit by use of hydrostatic head or air pressure. The resin is cured by circulating hot water or introducing controlled steam within the tube. The finished product is a joint less, structural pipe that is formed to the existing pipe. Each section of lining shall have 2 hydrophilic bands installed on each end at the manhole connection.
- B. Installation of the pipe liner in accordance with ASTM D1743 (Rehabilitation of Pipelines by Pulled-in-Place Installation of a Cured-in-Place Thermosetting Resin Pipe) is an acceptable installation method in this project. Pre and post-installation videos must be provided by the Contractor.

1.02. REFERENCED DOCUMENTS

- A. This specification references American Society for Testing and Materials (ASTM) F1216, D5813, ASTM D790, National Association of Sewer Service Companies (NASSCO), and American Water Works Association (AWWA) standards which are made part hereof by such reference, and shall be the latest edition and revision thereof. If there is a conflict between these standards and this specification, this specification will govern.

2. PRODUCTS

2.01. MATERIALS

- A. The tube should consist of one or more layers of flexible needled felt or an equivalent nonwoven or woven material, or a combination of nonwoven and woven materials, capable of carrying resin, withstanding installation pressures and curing temperatures. The tube should be compatible with the resin system used. The material should be able to stretch to fit irregular pipe sections and negotiate bends. The outside layer of the tube should be plastic coated with a material that is compatible with the resin system used. The tube should be fabricated to a size that, when installed, will tightly fit the internal circumference and the length of the original conduit. Allowance should be made for circumferential stretching during inversion.
- B. The resin used shall be a thermoset resin system that is compatible with the cured-in-place pipe installation. The resin shall be able to cure in the presence of

water and the initiation temperature for cure shall be less than 180 F.

- C. The CIPP system shall have the minimum structural properties given

below: CIPP STRUCTURAL PROPERTIES*

<u>PROPERTY</u>	<u>ASTM TEST METHOD</u>	<u>MIN. VALUE</u>
Flexural Strength	D790	4,500 psi
Flexural Modulus	D790	250,000 psi

*Values are for Field Inspection

- D. CIPP Field Samples - to verify physical properties, the manufacturer shall submit a minimum of 15 test results from previous field installations of the same resin system and tube materials as proposed for the actual installation.
- E. The wall color of the interior pipe surface of the CIPP after installation shall not be of a dark or non-reflective nature that could inhibit proper closed circuit television inspection.
- F. The bond between all CIPP layers shall be strong and uniform. All layers, after cure, shall be completely saturated with resin.
- G. Each CIPP section between manholes shall have 2 hydrophilic bands installed on each to ensure a watertight seal.

2.02. DESIGN PARAMETERS

- A. The required structural CIPP wall thickness shall be based as a minimum, on the physical properties in Section 2.01 and in accordance with the guidelines in the appendix of ASTM F1216, with the following design parameters (for fully deteriorated pipe condition):

Design Safety Factor	2.0
Reduction Factor for Long-Term Effects (Applied to flexural modulus)	50%
Ovality*	2%
Enhancement Factor, K	7.0
Groundwater Depth (above invert)	2/3 of Soil Depth ft.
Soil Depth (above crown)*	15 ft.
Soil Modulus**	700 psi
Soil Density	120 pcf
Live Load**	AASHTO H20
Design Condition (partially or fully deteriorated)	Fully

* Denotes information which can be provided here or in inspection video tapes or project construction plans. Multiple line segments may require a table of values.

** Denotes information required only for fully deteriorated design conditions.

*** Based on review of video logs, conditions of pipeline can be as fully or partially deteriorated. For this project the host pipe is fully deteriorated, and the wall thickness shall be taken from Table 1.

- B. Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness.
- C. Table 1 provides computes CIPP wall thickness for two design conditions.

TABLE 1

FULLY DETERIORATED
DESIGN

Size	Thickness			
	Flexural Modulus 400,000 psi Depth up to 10'	Flexural Modulus 400,000 psi Depth up to 15'	Flexural Modulus 250,000 psi Depth up to 10'	Flexural Modulus 250,000 psi Depth up to 15'
24"	0.413" (10.5mm)	0.472"(12mm)	0.472"(12mm)	0.531"(13.5m m)
15"	0.275" (7.0mm)	0.330" (8.4mm)	0.310" (7.9mm)	0.380" (9.7mm)
12"	0.227" (5.8mm)	0.275" (7.0mm)	0.265" (6.7mm)	0.322" (8.2mm)
10"	0.193" (4.9mm)	0.232" (5.9mm)	0.226" (5.7mm)	0.272" (6.9mm)
8"	0.159" (4.0mm)	0.189" (4.8mm)	0.187" (4.7mm)	0.221" (5.6mm)
6"	0.177" (4.5mm)	0.177" (4.5mm)	0.177" (4.5mm)	0.177" (4.5mm)

FD Design thickness based on:

- A. 50% long-term reduction in Flexural Modulus (Minimum 25,000 psi)
- B. Safety factor of 2
- C. Flexural strength 4,500 psi
- D. Ovality factor 3%
- E. Groundwater depth - 2/3 of soil depth
- F. Soil density - 120 lb./cu. ft.
- G. Soil modulus - 700 psi
- H. Live load - residential street wheel load of 4,000 lb.

3. EXECUTION

3.01. INSTALLATION

A. Cleaning and Inspection

1. Prior to any cleaning or inspection all home and business owners affected by the project shall have a minimum of 24 hours' notice of the proposed work.
2. Prior to entering access areas such as manholes, and performing inspection or cleaning operations, an evaluation of the atmosphere to determine the presence of toxic or flammable vapors or lack of oxygen must be undertaken in accordance with local, state, or federal safety regulations.
3. All internal debris must be removed from the original pipeline. Gravity pipes should be cleaned with hydraulically powered equipment, high-velocity jet cleaners, or mechanically powered equipment (see NASSCO recommended Specifications for Sewer Collection System Rehabilitation). Pressure pipelines must be cleaned with cable-attached devices or fluid-propelled devices as shown in AWWA Manual on Cleaning and Lining Water Mains, M28.
4. Inspection of pipelines must be performed by experienced personnel trained in locating breaks, obstacles, and service connections by closed-circuit television or man entry. The interior of the pipeline must be carefully inspected to determine the location of any conditions that may prevent proper installation of the impregnated tube, such as protruding service taps, collapsed or crushed pipe, and reductions in the cross-sectional area of more than 40%. These conditions must be noted and corrected.
5. The original pipeline must be clear of obstructions such as solids, dropped joints, protruding service connections, crushed or collapsed pipe, roots, and reductions in the cross-sectional area of more than 20% that will prevent the insertion of the resin impregnated tube. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, then a point repair excavation should be made to uncover and remove or repair the obstruction. The Engineer must see the preinstalled condition of the sewer pipe to be lined before lining will be allowed.

B. Resin Impregnation

1. The tube must be vacuum-impregnated with resin (wet-out) under controlled conditions. The volume of resin used must be sufficient to fill all voids in the tube material at nominal thickness and diameter. The volume must be adjusted by adding excess resin for the change in resin volume due to polymerization and to allow for any migration of resin into the cracks and joints in the original pipe. A roller system shall be used to uniformly distribute the resin throughout the tube.
2. The Installer shall designate a location where the CIPP will be vacuum

impregnated prior to installation. The Installer shall allow the OWNER'S representative to inspect the materials and procedures used to vacuum impregnate the tube.

C. Bypassing

1. If bypassing of the flow is required around the sections of pipe designated for reconstruction, the bypass should be made by plugging the line at a point upstream of the pipe to be reconstructed and pumping the flow to a downstream point or adjacent system. The pump and bypass lines must be of adequate capacity and size to handle the flow. Services within this reach will be temporarily out of service. Bypassing of the flow shall be incidental to the contract price.
2. Bypass pumping in other areas is at the Contractor's discretion. The Contractor is required to prevent backups into resident's homes. Any damage to resident's homes or landscape during any phase of the work is the Contractor's responsibility to repair to the satisfaction of the homeowner and Engineer, at no cost to the Owner or homeowner.
3. The Contractor shall post public advisory services as required to notify all parties whose service laterals will be out of commission and to advise against water usage until the mainline is back in service. No resident's sewer services shall be out of order for more than 8 hours.

D. Installation of CIPP

1. The wet-out tube should be inserted through an existing manhole or other approved access by means of an inversion process and the application of a hydrostatic head sufficient to fully extend it to the next designated manhole or termination point. The tube should be inserted into the vertical inversion standpipe with the impermeable plastic membrane side out. At the lower end of the inversion standpipe, the tube should be turned inside out and attached to the standpipe so that a leak-proof seal is created. The inversion head should be adjusted to be of sufficient height to cause the impregnated tube to invert from point of inversion to point of termination and hold the tube tight to the pipe wall, producing dimples at side connections. Care should be taken during the inversion so as not to over-stress the felt fiber.
2. The wet-out tube should be inserted through an existing manhole or other approved access by means of an inversion process and the application of air pressure sufficient to fully extend it to the next designated manhole or termination point. The tube should be connected by an attachment at the upper end of the guide chute so that a leak-proof seal is created and with the impermeable plastic membranes side out. As the tube enters the guide chute, the tube should be turned inside out. The inversion air pressure should be adjusted to be of sufficient pressure to cause the impregnated

tube to invert from point of inversion to point of termination and hold the tube tight to the pipe wall, producing dimples at side connections. Care should be taken during the inversion so as not to overstress the woven and nonwoven materials.

3. Tube installation forces or pressures shall be limited so as not to stretch the tube longitudinally by more than 5% of the original length.
4. Before the installation begins, the tube manufacturer shall provide the minimum pressure required to hold the tube tight against the existing conduit, and the maximum allowable pressure so as not to damage the tube. Once the installation has started, the pressure shall be maintained between the minimum and maximum pressures until the installation has been completed.
5. The existing conduit shall be dewatered for any CIPP installation that does not use an inversion method to expand the tube against the pipe wall.
6. The use of a lubricant during inversion is recommended to reduce friction. This lubricant must be poured into the water in the down tube or applied directly to the tube or inflation bladder. Lubricant shall not be used in process where impermeable coatings are perforated prior to tube installation. The lubricant used must be a nontoxic, oil-based product that has no detrimental effects on the tube or boiler and pump system, will not support the growth of bacteria, and will not adversely affect the fluid to be transported.

E. Curing

1. After installation is completed, suitable heat source and water recirculation equipment is required to circulate heated water throughout the pipe. The equipment must be capable of delivering hot water throughout the section to uniformly raise the water temperature above the temperature required to affect a cure of the resin. Water temperature in the line during the cure period should be as recommended by the resin manufacturer and the process licensor, if applicable.
 - a. The heat source must be fitted with suitable monitors to gage the temperature of the incoming and outgoing water supply. Another such gage should be placed inside the impregnated tube at the termination to determine the temperatures at the far end during cure.
 - b. Initial cure will occur during temperature heat-up and is completed when exposed portions of the new pipe appear to be hard and sound and the remote temperature sensor indicates that the temperature is of a magnitude to realize an exothermic or cure in the resin. After initial cure is reached, the temperature should be

raised to the post-cure temperature recommended by the resin manufacturer. The post-cure temperature should be held for a period as recommended by the resin manufacturer and process licensor, during which time the recirculation of the water and cycling of the boiler to maintain the temperature continues. The curing of the CIPP must take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of soil).

2. After inversion is completed, suitable steam-generating equipment is required to distribute steam throughout the pipe. The equipment should be capable of delivering steam throughout the section to uniformly raise the temperature within the pipe above the temperature required to affect a cure of the resin. The temperature in the line during the cure period should be as recommended by the resin manufacturer.
 - a. The steam-generating equipment should be fitted with a suitable monitor to gage the temperature of the outgoing steam. The temperature of the resin being cured should be monitored by placing gages between the impregnated tube and the existing pipe at both ends to determine the temperature during cure.
 - b. Initial cure will occur during temperature heat-up and is completed when exposed portions of the new pipe appear to be hard and sound and the remote temperature sensor indicates that the temperature is of a magnitude to realize an exotherm or cure in the resin. After initial cure is reached, the temperature should be raised to post-cure temperatures recommended by the resin manufacturer. The post-cure temperature should be held for a period as recommended by the resin manufacturer, during which time the distribution and control of steam to maintain the temperature continues. The curing of the CIPP must take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of soil).
3. As required by the purchase agreement, the estimated maximum and minimum pressure required to hold the flexible tube tight against the existing conduit during the curing process should be provided by the seller and shall be increased to include consideration of the external ground water, if present. Once the cure has started and dimpling for laterals is completed, the required pressures should be maintained until the cure has been completed. For water or steam, the pressure should be maintained within the estimated maximum and minimum pressure during the curing process. If the steam pressure or hydrostatic head drops below the recommended minimum during the cure, the CIPP should be inspected for lifts or delamination's and evaluated for this ability to fully meet the applicable requirements of this specification.

F. Cool-Down

1. The new pipe should be cooled to a temperature below 100°F (38°C) below relieving the static head in the inversion standpipe. Cool-down may be accomplished by the introduction of cool water into the inversion standpipe to replace water being drained from a small hole made in the downstream end. Care should be taken in the release of the static head so that a vacuum will not be developed that could damage the newly installed pipe.
2. The new pipe should be cooled to a temperature below 113°F (45°C) below relieving the internal pressure within the section. Cool-down may be accomplished by the introduction of cool water into the section to replace the mixture of air and steam being drained from a small hole made in the downstream end. Care should be taken in the release of the air pressure so that a vacuum will not be developed that could damage the newly installed pipe.

G. Inflation Bladder Removal

1. For pulled-in place installation techniques where the inflation bladder is designed to not bond to the CIPP, all portions of the bladder material must be removed from the CIPP. If the inflation bladder is intended to remain, it must be independently wet out, prior to inversion.

H. Workmanship

1. The finished pipe should be continuous over the entire length of an installation run and be free of dry spots, lifts, and delaminations. If these conditions are present, remove and replace the CIPP in these areas.
2. If the CIPP does not fit tightly against the original pipe at its termination point(s), the space between the pipes should be sealed by filling with a resin mixture compatible with the CIPP. No additional compensation will be allowed.

I. Service Connections

1. After the new pipe has been cured in place, the existing active service connections must be reconnected. This should generally be done without excavation, and in the case of non-man entry pipes, from the interior of the pipeline by means of a television camera and a remote-control cutting device. The Contractor shall certify he has a minimum of two (2) complete working cutter units plus spare key components on the site before each inversion.
2. The coupon resulting from each service reconnection shall be removed from the sewer and disposed of properly. If parts of the liner (i.e. coupons)

remain in the sewer system and damage any component of the sewer system, such as a pump, the contractor will be responsible for repairing the damaged components to the satisfaction of the City and the Engineer.

- J. Public Notification - The Contractor shall make every effort to maintain service usage throughout the duration of the project. In the event that a service will be out of service, the maximum amount of time of no service shall be 8 hours for any property served by the sewer. A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line. The Contractor shall also provide the following:
1. Written notice to be delivered to each home or business the day prior to the beginning of work being conducted on the section, and a local telephone number of the Contractor they can call to discuss the project or any problems which could arise.
 2. Personal contact with any home or business which cannot be reconnected within the time stated in the written notice.
- K. The Contractor shall be responsible for confirming the locations of all branch service connections prior to installing and curing the CIPP.

3.02. INSPECTION

- A. For each inversion length designated by the OWNER in the contract documents or purchase order, one CIPP sample shall be cut from a section of cured CIPP at an intermediate manhole or at the termination point that has been inverted through a like diameter pipe which has been held in place by a suitable heat sink, such as sandbags. In areas with limited space and larger diameter pipes, the other sampling method (Flat Plat as specified in 8.12 of ASTM F1216) shall be used.
- B. The sample should be large enough to provide a minimum of three specimens and a recommended five specimens for flexural testing and also for tensile testing, if applicable. The full CIPP sample wall thickness shall be tested, whenever possible. If the sample is irregular, distorted, or of such thickness that proper testing is inhibited, then the wall thickness shall be machined away from the inside pipe face of the sample only. Otherwise a new sample shall be cut from the installed pipe.
- C. For specimens greater than 1/2 in (12.70 mm) in depth, the width-to-depth ratio of the specimen shall be increased a minimum of 1:1.
- D. Test specimens shall be oriented on the testing machine with the interior surface of the CIPP in tension. The following test procedures should be followed after the sample is cured and removed.
1. Flexural (Bending) Properties - The initial tangent flexural modulus of

elasticity and flexural stress must be measured for gravity pipe applications in accordance with Test Method D790, Test Method I - Procedure A, and should meet the requirements of Table 1 of Section 2 as utilized for thickness determination.

2. Tensile Properties - The tensile strength should be measured for pressure pipe applications in accordance with Test Method D 638 and must meet the requirements of Section 3.3.
- E. The sewer lining Contractor shall provide to the City a post-installation video tape of all sewers lined. The post-installation video must clearly show each sewer service lateral to ensure the sewer services have been fully opened.

3.03. CLEAN-UP

- A. Upon acceptance of the installation, the Installer shall reinstate, to original conditions, the project area affected by the operations.

3.04. PRODUCT, MANUFACTURER/INSTALLER QUALIFICATION REQUIREMENTS

- A. The OWNER invites and encourages competition on all pipeline reconstruction projects. However, the OWNER must be assured that all pipeline reconstruction products installed in the OWNER'S system are of good quality, manufacturers of such products are reputable and financially sound; the installers of such products are competent and experienced. The OWNER has therefore established these standards for product quality, manufacturer soundness and integrity, and installed expertise and experience.
- B. All pipeline reconstruction products (the "Product"), manufacturers of major Product components (the "Manufacturer") and installers of such Products (the Installer") must be qualified as Commercially Acceptable or New. Submit qualifications with the bid. To be considered Commercially Acceptable, the Product, Manufacturer, and Installer must demonstrate, full compliance with the requirements in Section D, Requirements for Qualification as Commercially Acceptable. Products, Manufacturers, and Installers deemed Commercially Acceptable will be allowed to bid as specified.
- C. If a Product, Manufacturer, or Installer cannot qualify as Commercially Acceptable, consideration for bidding on a limited basis is allowed provided that such Product, Manufacturer, or Installer has qualified as New. In order to qualify for this status, such Product, Manufacturer, or Installer must demonstrate full compliance with Section 2, Requirements for Qualification as New Product, New Manufacturer, or New Installer.
- D. The OWNER recognized that certain combinations of Product, Manufacturer, and Installer may result in various degrees of acceptability. For example, a Commercially Acceptable Manufacturer and installer may propose a New Product,

or a Commercially Acceptable Product and Manufacturer may be proposed by a New Installer. Such situations can be accommodated by these pre-qualification requirements, although with limited participation.

E. Under no circumstances will a Product, Manufacturer, or Installer be allowed to bid unless each is deemed Commercially Acceptable or New. All data submitted for the Qualification process must demonstrate, to the satisfaction of the OWNER or OWNER'S Engineer, full compliance with all applicable items.

1. Requirements for Qualification as Commercially Acceptable

a. In order to be considered Commercially Acceptable, the Product, Manufacturer, and installed must each demonstrate, to the OWNER'S satisfaction, compliance with the following requirements:

i. For a "Product" to be considered Commercially Acceptable, a minimum of 100,000 feet or 100-line sections of successful wastewater collection system installation in the U.S. must be documented to assure commercial viability. The Product must be shown to comply with the requirements as listed in Sections 3, 4, 5, and 6.

ii. For a "Manufacturer" to be considered Commercially Acceptable, that Manufacturer must have produced continuously for at least three years, the materials for a Commercially Acceptable Product (as defined in 1 above). For purposes of determining Manufacturer qualification, the Commercially Acceptable Product may be the proposed rehabilitation materials to the OWNER, or it may be some other pipeline rehabilitation method using a Commercially Acceptable Product. The Manufacturer must be able to demonstrate sufficient in-house engineering support and manufacturing quality control. Furthermore, to insure the long-term protection of the OWNER, the Manufacturer shall submit two years audited financial data and must be financially sound by generally acceptable accounting principles. In addition, the Manufacturer must be shown to comply with the requirements as listed in Section 5.

iii. For an "Installer" to be considered as Commercially Acceptable, the Installer must satisfy all insurance, financial, and bonding requirements of the OWNER. In addition, the installer must have successfully installed at least 20,000 feet of the Product in wastewater collection system installations. In addition, the Installer must certify that the Installation of the Product will be done in accordance with Manufacturer's recommended procedures as detailed in Section 6.

- iv. The Manufacturer and/or Installer has submitted, upon request by the OWNER or the OWNER'S Engineer, responses to the information required in Section 6 which are, in the sole opinion of the OWNER and the OWNER'S Engineer, acceptable, responsive and provide satisfactory proof of these qualification requirements.
2. Requirements for Qualification as a New Product, Manufacturer or Installer.
- a. If a Product, Manufacturer, or Installer cannot qualify as Commercially Acceptable (as defined in Section 1 above), that Product, Manufacturer, or Installer may still qualify as New, and as such, may still be allowed to participate, on a limits basis, in pipeline reconstruction projects for the OWNER. In order to be qualified as New, the following requirements must be met:
 - i. Requirements for New "Products"
 - 1. In order for any Product that is not Commercially Acceptable to be qualified as a New Product, the Manufacturer and/or Installer of that Product must be willing to install a test section of 300 feet, minimum, under the supervision of the OWNER'S inspector for review by the appropriate OWNER officials. This test section will be at no charge to the OWNER and will be used to evaluate installation, trauma, product performance, public disruption and compatibility with the OWNER'S current standards and requirements. This requirement may be waived by the OWNER, at the OWNER'S sole discretion, in the event the Product is offered by a Commercially Acceptable Manufacturer and a Commercially Acceptable Installer.
 - 2. To evaluate the test section, the following criteria have been established:
 - a. The post-video tape will be reviewed to ensure that the finished pipe has no reverse curvature, flat spots or other shape irregularities that were not present in the host pipe and that no infiltration is observed.
 - b. Dimples must be visible for internal reinstatement of services.
 - c. Conduct leakage test as per ASTM F1216 or

ASTM F1417.

- d. Evaluate level of disruption (time limits, surface disturbance, etc.).
- e. A section of the pipe shall be excavated and removed with the following tests performed:
 - i. Verify design thickness in accordance with this specification in accordance with ASTM D3567.
 - ii. Verify design physical properties in accordance with ASTM D790.
 - iii. Measure pipe stiffens (minimum of three (3) samples) in accordance with ASTM D2412 and compare to calculations for pipe stiffness.
 - iv. Evaluate chemical resistance in accordance with ASTM F1216 and D5813.
 - v. For fiberglass reinforced products, conduct stain corrosion testing in accordance with ASTM D3681 without failure in 18 samples when exposed to 1.0 N sulfuric acid at the following strain levels for the time periods shown:

HOUR's # OF SAMPLES MIN STRAIN %

10	4	0.72
100	5	0.69
1,000	5	0.67
10,000	4	0.64

ii. Requirements for New "Manufacturers"

- 1. The Manufacturer must be able to demonstrate sufficient in-house engineering support and manufacturing quality control. Furthermore, to insure the long-term protection of the OWNER, the Manufacturer shall submit three years audited financial data and must be financially sound by generally accepted accounting principles. In addition, the Manufacturer must be shown to comply with the requirements as listed in Section 5.

iii. Requirements for New "Installers"

1. The Installer must satisfy all insurance, financial, and bonding requirements of the OWNER, and must have at least 3 years active experience in the pipeline reconstruction field or related fields. In addition, the Installer must show compliance with Section 6.

iv. General Requirements and Limitations.

1. For any New Product, New Manufacturer or New Installer, the OWNER will not permit the installation, during any 12-month period, of more than 3% of the total footage of the New Product that has been Installed and accepted in similar applications in the United States. Documentation of installation footage must be provided using the attached Installation Reference Form. In addition, any New Product will not be installed in critical or socially sensitive sewers, as determined by the OWNER, until three years of successful service in the OWNER'S Wastewater Collection System is completed. If the New Product is to be furnished by a Commercially Acceptable Manufacturer and Installer, this limitation will be dropped after the New Product (supplied by the same Manufacturer and Installer) has been in service in the OWNER'S system for at least one year.

3. "Product" Performance

- a. No product will be allowed to be bid or installed without submittal of test data supporting the following product performance requirements. Product samples used for testing shall be similar to those proposed for installation. Test samples shall be prepared so as to simulate installation methods and trauma of the product.
 - i. Chemical resistance - Tests shall be conducted in accordance with ASTM F1216, and meet the minimum guidelines listed therein. Long-term properties - Tests to confirm 50-year design values shall be conducted in accordance with ASTM D2990. As an alternative, third party testing of a 10,000 hour external loading test, conducted in a wet environment to simulate field conditions, can be used to verify long-term design values.

- ii. Flow characteristics - The in-service Product shall provide full flow capacity equal to at least 100% of the host pipe's original capacity. Manufacturer or Installer shall provide at least one in- ground flow test, verified by a third party, which measures flow characteristics of the product in unclean, in-service sewers.
- iii. Infiltration reduction - The in-service Product shall verify by third party testing, significant reductions in I/I within the mainline sewer pipe, on three projects totaling at least 5,000 L.F. each.
- iv. Strain-corrosion testing - Glass fiber reinforced products shall submit strain corrosion test data performed in accordance with ASTM D3681 without failure in 18 samples when exposed to 1.0 N sulfuric acid at the following strain levels for the time periods shown:

<u>HOUR's</u>	<u># OF SAMPLES</u>	<u>MIN STRAIN %</u>
10	4	0.72
100	5	0.69
1,000	5	0.67
10,000	4	0.64

- v. External hydrostatic pressure testing - Third party testing of external hydrostatic loading capacity of at least ten (10) restrained pile samples to verify design techniques.
- vi. Soil loading - Third party soil cell testing of the product to demonstrate structural capacity and verify design techniques.

4. Design Analysis

- a. The design method used for the product must be submitted for review and approval. Physical properties used in design equations must be validated by independent testing of product samples from ten previous projects. Physical values derived from laboratory samples will not be allowed.
- b. Any product that claims or requires bonding to the existing pipe must be installed in fully-operating pipe of at least 200 feet. This installation will be at the cost of the Manufacturer and/or Installer. The test pipe will be chosen by the OWNER or OWNER'S Engineer. Once installed, a minimum of five 10-ft. sections will be chosen at random and excavated. A suitable impact instrument will be used to crack the host pipe. Complete bonding between the new pipe and the host pipe must be evident. If any areas of incomplete bonding exist,

the product will be rejected. In the case of failure, the entire test section will be excavated, the old lined pipe removed and discarded, and a new pipe of the Engineer's choice will be installed. The manufacturer and/or installer will be responsible for the entire cost of this test regardless of the outcome.

5. Manufacturing and Quality Control

- a. Detailed information describing the method of manufacturing and the final composition of the rehabilitation materials shall be provided. This information must also include descriptions of any major components not directly provided by the Manufacturer.
- b. Documentation shall be submitted as to country of manufacture of all components used to produce the final installed product.
- c. Detailed quality control procedures for rehabilitation materials, manufacturing and installation shall be submitted. This shall include inspection requirements, testing procedures, and allowable manufacturing tolerance levels.
- d. All related ASTM standard, or any nationally recognized standards, for product manufacturing must be submitted.

6. Installation

- a. An itemized list detailing the installation procedures shall be submitted. This shall include estimated times for each task, lateral reinstatement methods, the number of required excavations and any other items unique to each process.
- b. Installer shall submit evidence of being trained to install the Product.
- c. All related ASTM standards, or any nationally recognized standards, for installation of the product shall be submitted.
- d. Detailed procedures shall be submitted for repairing the products in the event of failure or future damage. These procedures should not require specialized training and/or equipment for the OWNER'S maintenance crews.
- e. Detailed procedures shall be submitted for future tapping of service connections into the product. The procedures should not require specialized training and/or equipment for the OWNER'S maintenance crews.
- f. The sewer lining Contractor shall provide to the City a pre-installation and a post-installation video tape of all sewers lined. The pre-installation video must be viewed by the Engineer or engineer's

representative prior to commencement of any lining to ensure all debris (i.e. roots, sediment) is removed from the sewer prior to lining. The post-installation video must clearly show each sewer service lateral to ensure the sewer services have been fully opened.

7. Payment

- a. Cured in place pipe shall be paid for at the contract unit price per lineal foot of pipe installed. Included shall be all labor, equipment and materials necessary to complete the installation of the pipe.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



00900-1

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

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

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

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

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24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
 1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
 1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

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3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

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

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

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

B. *Resolving Discrepancies:*

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

3.04 *Requirements of the Contract Documents*

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

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

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

5.02 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas:

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

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

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

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

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

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

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

- 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

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

- 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
- 3) it has a proven record of performance and availability of responsive service; and
- 4) it is not objectionable to Owner.

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

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

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

- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

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

7.07 *Patent Fees and Royalties*

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

7.08 *Permits*

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

7.09 *Taxes*

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

7.10 *Laws and Regulations*

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

7.11 *Record Documents*

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

7.12 *Safety and Protection*

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

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

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

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

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provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

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

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

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

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

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8.02 *Coordination*

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

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

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9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

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

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

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

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

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 Compliance with Safety Program

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

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

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

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

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

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

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

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

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include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

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- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due:*
- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. *Reductions in Payment by Owner:*
- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
 - 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

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

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

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

16.04 *Contractor May Stop Work or Terminate*

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

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

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

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

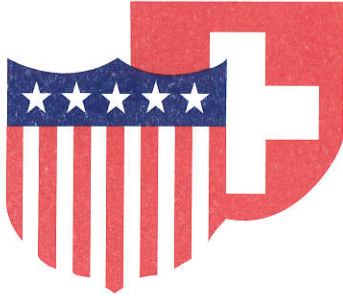
- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the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

18.07 *Controlling Law*

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

18.08 *Headings*

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



City of Highland

MEMO TO: Christopher Conrad, City Manager
FROM: Joe Gillespie, Director of Public Works
DATE: April 26, 2022
SUBJECT: CIPP Sewer Rehabilitation 2022, PW-02-22
Notice of Municipal Letting

RECOMMENDATION

I recommend that you request council approval to advertise for the above referenced NOML. The proposed bidding documents are attached.

DISCUSSION

We have identified 9,000' of clay sanitary sewer pipe that frequently causes us problems with backups. This project will use the CIPP (Cured In Place Pipe) method of rehabilitation where a softened PVC pipe is molded inside of the original pipe and cured, essentially making it a new PVC pipe. The process does not require digging and presents limited interruption to the customer. We expect the liner to last as long as a new traditional installation of PVC pipe by a trench without the mess and destruction.

FISCAL IMPACT

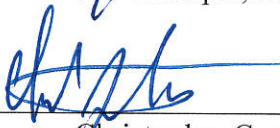
This project is budgeted in the sewer collection fund, and will reduce our maintenance hours and customer backups.

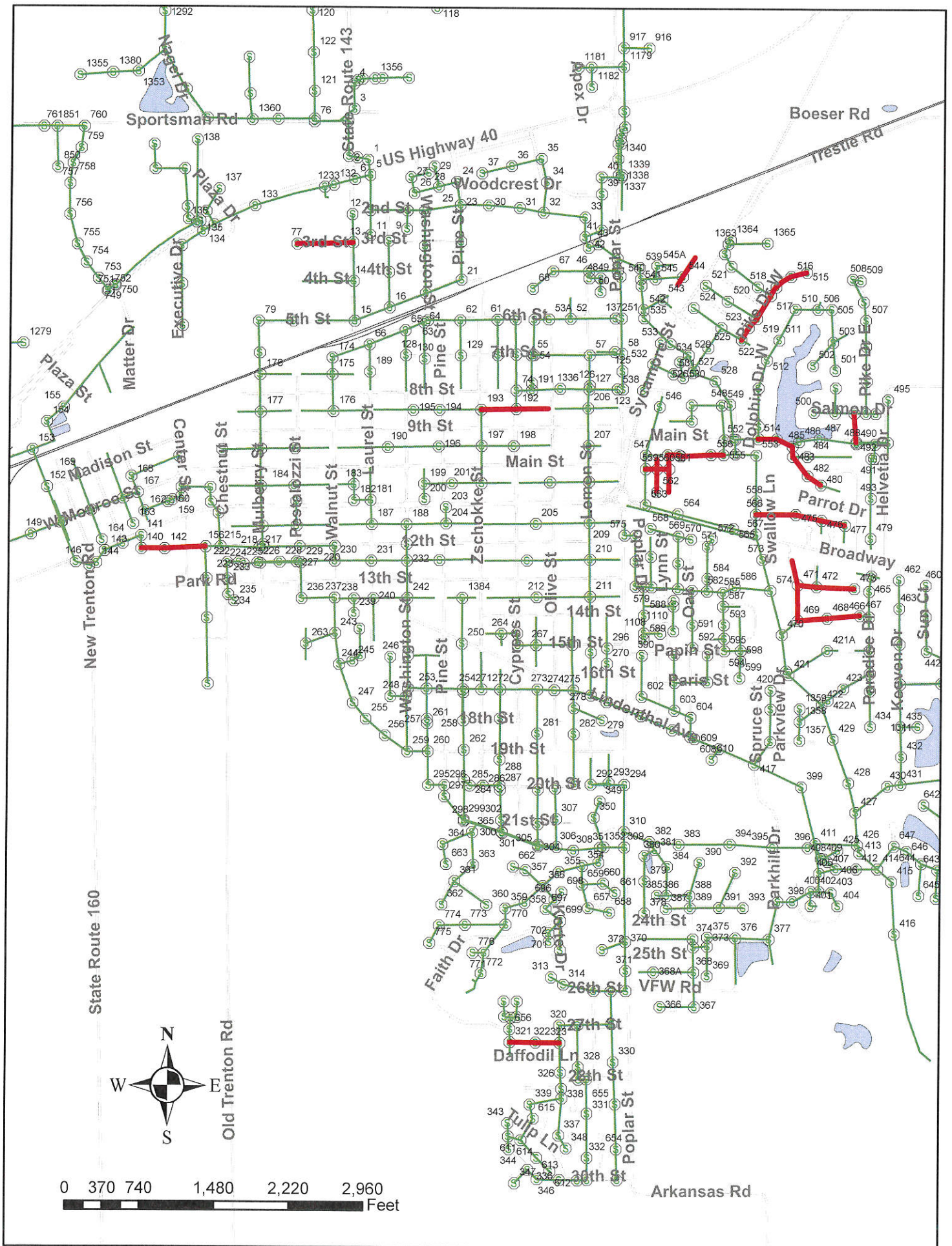
CONCURRENCE

Recommended by: _____


Joe Gillespie, Director of Public Works

Approved by: _____


Christopher Conrad, City Manager





HOTEL/MOTEL FUND APPLICATION

(For Funding Requests Equal to or Less than \$1,500)

Contact Information:

Organization Name: Highland Historical Society

Contact Person: Sharon R. Hargus

Phone: 618-651-8271

Fax: _____

Email: homesteadharvestdays@gmail.com

Event Information:

1. Name of the Event: Homestead Harvest Days

2. Date(s) of the Event: September 9, 10, 11, 2022

3. Location of the Event: Louis Latzer Homestead 1464 Old Trenton Rd. Highland, IL 62249

4. Description of the Event & Purpose of Funding Request:

A celebration of history and educational recognition of the significance of the farming community to America's growth.

On Friday, all fourth graders from the Highland Community School district attend the event for the historical tours and farming demonstrations.

5. Please state how your request for hotel/motel tax funds will help promote: 1) tourism; 2) conventions within the City; and/or 3) overnight visitors to the municipality:

We want to increase our advertising contact area to draw additional visitors to the City of Highland.

Note: Our advertising budget has been limited because of costs involved in producing the event. With additional advertising dollars, we hope to increase our attendance. We will also be taking advantage of the advertising discount offered by the Illinois South Tourism Bureau to extend our available marketing fund.

6. Funding Request Amount: \$ 1500

7. Projected Attendance for the Event: 1000

8. Expected Overnight Stays for the Event: unknown -3day/ 2 night event

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING
ALLOCATION OF HOTEL / MOTEL TAX FUNDING
(Highland Historical Society – Homestead Harvest Days)**

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City has determined applicants for hotel / motel tax funding shall fill out an application to determine whether the funding request may be granted according to 65 ILCS 5/8-3-14, which reads, in pertinent part:

The amounts collected by any municipality pursuant to this Section shall be expended by the municipality solely to promote tourism and conventions within that municipality or otherwise to attract nonresident overnight visitors to the municipality

See 65 ILCS 5/8-3-14; and

WHEREAS, City has determined the applicant has submitted a “Hotel / Motel Tax Funding Application” (*See Exhibit A*); and

WHEREAS, City has determined the applicant has requested funds for tourism and/or conventions and/or overnight visitors to City, and the applicant’s request for funds may be permitted pursuant to the spirit of 65 ILCS 5/8-3-14 (*See Exhibit A*); and

WHEREAS, the City Council finds that the City Manager should be authorized and directed, on behalf of the City of Highland, to execute whatever documents are necessary to allocate hotel / motel tax funds to the applicant pursuant to the “Hotel / Motel Tax Funding Application” (*See Exhibit A*).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Highland, Illinois, as follows:

- Section 1.* The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.
- Section 2.* The “Hotel / Motel Tax Funding Application” (*See Exhibit A*) is approved.
- Section 3.* The City Manager is directed and authorized, on behalf of the City of Highland, to execute whatever documents are necessary to allocate hotel / motel funds to applicant pursuant to applicant’s “Hotel / Motel Tax Funding Application” (*See Exhibit A*).

Section 4. This Resolution shall be known as Resolution No. 22-02-2910 and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council and approved by the Mayor of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the ___ day of _____, 2022, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

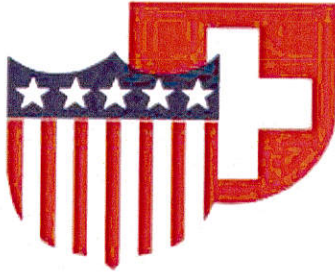
NOES:

APPROVED:

Kevin B. Hemann, Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm, City Clerk
City of Highland
Madison County, Illinois



CITY OF HIGHLAND

To: Mayor and Council Members
From: Mallord Hubbard, Economic Development Coordinator
Date: April 27, 2022
Subject: Approval of Hotel/Motel Funding for Homestead Harvest Days

RECOMMENDATION

I am recommending the Council approve Hotel/Motel funds to the Highland Historical Society for Homestead Harvest Days.

DISCUSSION

Staff has reviewed the application request and determined that it meets the requirement for Hotel/Motel tax funding.

FISCAL IMPACT

Subject to approval, funding in the amount of \$1,500 will be appropriated from the Hotel/Motel Tax Budget for this item.

Recommended by: _____

Mallord Hubbard, Economic Development Coordinator

ORDINANCE NO. _____

**AN ORDINANCE PROVIDING AUTHORITY TO THE CITY
MANAGER AND/OR MAYOR TO EXECUTE WHATEVER
DOCUMENTS ARE NECESSARY FOR A PRIVATE PLACEMENT
DEBT OBLIGATION PURSUANT TO 65 ILCS 5/8-1-3.1**

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter "City"), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 *et seq.* of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, 65 ILCS 5/8-1-3.1 states, in pertinent part:

Sec. 8-1-3.1. Borrowing from financial institutions.

The corporate authorities may also borrow money from any bank or other financial institution provided such money shall be repaid within 10 years from the time the money is borrowed. The mayor or president of the municipality, as the case may be, shall execute a promissory note or similar debt instrument, but not a bond, to evidence the indebtedness incurred by the borrowing. The obligation to make the payments due under the promissory note or other debt instrument shall be a lawful direct general obligation of the municipality payable from the general funds of the municipality and such other sources of payment as are otherwise lawfully available. The promissory note or other debt instrument shall be authorized by an ordinance passed by the corporate authorities and shall be valid whether or not an appropriation with respect to that ordinance is included in any annual or supplemental appropriation adopted by the corporate authorities.

and

WHEREAS, City has determined it is in need of the following equipment:

1. 2 Cardiac Monitors – EMS - \$76,000.00 (approximate cost)
2. Re-chassis Ambulance – EMS - \$170,000.00 (approximate cost)
3. 4 computers – EMS - \$16,000.00 (approximate cost)

Total: \$262,000.00

(hereinafter “EMS Equipment”); and

WHEREAS, the City Manger and Director of Finance have informed the City Council that City consulted with the City financing consultant about a private placement debt obligation for the EMS Equipment needed, and pursuant to 65 ILCS 5/8-1-3.1; and

WHEREAS, City has determined the City Manager, Director of Finance and City financial consultant have obtained the following rate quotes from local banks for the private placement debt obligation:

1. FCB offered a rate of 2.75%;
2. First Mid-Illinois offered a rate between 2.6-2.9% depending upon closing the loan; and
3. Busey offered a rate at 3.47%.

and

WHEREAS, City has determined time is of the essence in obtaining the private placement debt obligation for the EMS Equipment because interest rates have been rising; and

WHEREAS, City has determined the City Manager and/or Mayor need authorization from the City Council to lock in a competitive interest rate for the private placement debt obligation to purchase the EMS Equipment; and

WHEREAS, City has determined it would be in the best interests of public health, safety, general welfare, and economic welfare to give authority for the City Manager and/or Mayor to use his best judgment to obtain a competitive interest rate for a private placement debt obligation to purchase the EMS Equipment; and

WHEREAS, City authorizes and directs the City Manager and/or Mayor to execute any documents necessary to obtain a competitive interest rate for a private placement debt obligation to purchase the EMS Equipment.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Highland, Illinois, as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. Authorization for the City Manager and/or Mayor to use his best judgment to obtain a competitive interest rate for a private placement debt obligation to purchase the EMS Equipment is approved.

Section 3. The City Manager and/or Mayor is directed and authorized, on behalf of the City of Highland, to execute any documents necessary to give effect to this Ordinance.

Section 4. This Ordinance shall be known as Ordinance No. ___ and shall be effective upon its passage and approval in accordance with Illinois law.

Passed by the City Council and approved by the Mayor of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the ___ day of _____, 2022, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

APPROVED:

Kevin B. Hemann, Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm, City Clerk
City of Highland
Madison County, Illinois



City of Highland
1115 Broadway, PO Box 218
Highland, IL 62249

To: Honorable Mayor Hemann and City Council
From: Chris Conrad- City Manager
Date: April 27, 2022
Re: Financing for unbudgeted EMS capital expenses

Request: We respectfully request council approval for the City Manager to execute the necessary documents for a private placement debt obligation for the purchase of necessary equipment and capital items for the EMS Division.

Discussion: Very late in the budget process the manufacturer notified us that two of our Cardiac Monitors for our ambulances would no longer be supported as of January 1, 2024. Each monitor is estimated to cost \$38,000.00. We budgeted for the final debt payment on the last ambulance purchase (\$51,560.00) and \$35,000 for the replacement of one of the cardiac monitors as we did not have official quotes at the time of budgeting. In our budget projections, we also estimated budgeting \$170,000.00 in FY 23-24 for the re-chassis of an ambulance as our next replacement as we know we have an ambulance in need of replacement. It has also come to our attention that as part of the consolidated dispatch, we will need to employ more robust laptops to operate the common computer aided dispatch program.

At the time of finalizing the budget, I directed Chief Wilson to work with Finance Director Ohren on finding financing solutions to make these necessary capital purchases. Our primary concerns are the wild fluctuations in budgetary needs each fiscal year (for examples finding roughly \$90,000 in new money next year) combined with the need to make some of these purchases prior to the future budgets. This is the result of delayed capital purchases, deferred in previous budget years, due to the financial pressures we have seen in the EMS Revenues.



City of Highland
1115 Broadway, PO Box 218
Highland, IL 62249

In discussions with Joy Howard, our financing consultant, we examined private placement options for these purchases. We sought rates and private placements from FCB-Highland, First Mid-Illinois and Busey Bank. FCB offered a rate of 2.75%; First Mid-Illinois a rate between 2.6-2.9% depending upon when we execute the loan; and Busey came back at 3.47%. Each was for a term of 5 years which allows us to purchase both cardiac monitors, the laptops and the re-chassied ambulance while keeping our annual payments within a few thousand dollars of what we are currently budgeting. (*Exact annual payments will be determined upon loan closing.*)

Budget impact: This will not affect our current budget as we have budgeted for an annual debt payment plus the purchase of one cardiac monitor. Rather than making these purchases separately, we would roll the debt into one obligation and continue to make annual payments through successive budgets but at consistent amounts. The savings realized from re-chassing an ambulance vs. buying a complete new ambulance should reduce our debt amount to where once this obligation is met, we can return to our previous ambulance replacement schedule which had been deferred the last few years.



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 001 General Fund				
Department: 000 Balance Sheet Accounts				
8589	AMAZON CAPITAL SERVICES	QTY 24 - DEWALT DPG54-1D PROTECTIVE SAFETY GLASSES	04/22/2022	367.32
Total for Department: 000 Balance Sheet Accounts				367.32
Department: 011 General Admin				
8587	Albers Fire Prot. Equipment Inc.	FIRE EXTINGUISHER INSPECTION - CITY HALL	04/22/2022	18.00
8596	AssuredPartners Cornerstone LLC	QTY 135 - ACA REPORTING FEE - PREPARATION OF 1095 FORMS	04/22/2022	1,350.00
8611	City Utilities	UTILITIES - 1110 MAIN ST	04/22/2022	1,342.87
8627	FRONTIER	PHONE CHAGES - ALARM	04/22/2022	46.28
8637	Highland Communication Services	HCS SERVICES - CITY HALL	04/22/2022	538.95
8641	ILLINOIS STATE CHAMBER OF COMMERCE	Annual Membership Dues	04/22/2022	599.50
8651	LEWIS BRISBOIS BISGAARD & SMITH LLP	MARCH 2022 RETAINER INVOICE	04/22/2022	5,770.99
8674	QUADIENT, INC.	POSTAGE MACHINE METER RENTAL 1/1/2022- 3/31/2022	04/22/2022	223.80
8688	SPRINGBROOK HOLDING COMPANY LLC	SOFTWARE MAINTENANCE 05/2022 - 04/2023	04/22/2022	4,118.08
8699	Vantage Point Solutions, Inc	A1.0 GC GENERAL CONSULTING	04/22/2022	106.92
8700	Verizon Wireless - State	VERIZON WIRELESS CHARGES	04/22/2022	368.21
8703	Watts Copy Systems Inc.	COPIER LEASE / USAGE - LANA'S COPIER	04/22/2022	94.58
8706	WEX BANK	MARCH FUEL	04/22/2022	54.21
8715	CDW G Inc	QTY 1 - DELL 3520 17-1165G7 256/8 - R. OHREN	04/22/2022	1,043.55
8720	JASCUR	2015 FORD EDGE OIL CHANGE	04/22/2022	73.26
8726	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	04/27/2022	269.95
8727	Mastercard	MALWAREBYTES PREMIUM QTY 1	04/27/2022	243.48
8728	Southwestern Illinois Council of Mayors	SWICOM MONTHLY MEETING (CONRAD & MAYOR) 04/28/2022	04/27/2022	70.00
8729	Megan Von Hatten	PER DIEM FOR MCI SPRING SEMINAR 04/22/2022	04/27/2022	80.96
Total for Department: 011 General Admin				16,413.59
Department: 012 Police Dept				
ACH PAID	CHARLES J BECHERER	INTERIM CHIEF OF POLICE PER CONTRACT	04/19/2022	5,000.00
8590	Ameren Illinois	POLICE STATION GAS UTILITIES	04/22/2022	643.94
8604	Blue Line Learning Group, LLC	BLOODBORNE PATHOGENS TRG	04/22/2022	494.00
8611	City Utilities	POLICE STATION UTILITIES	04/22/2022	2,008.31
8615	DigitalArtz LLC	VINYL PSB LOBBY	04/22/2022	49.84
8627	FRONTIER	POLICE DEPT CREDIT FAX LINE	04/22/2022	-18.75
8635	Heros In Style	PATCH SLEEVE	04/22/2022	813.70
8637	Highland Communication Services	PSB Phone TV Internet	04/22/2022	509.97
8649	LeadsOnline LLC	LEADS ONLINE POLICE DEPT INVESTIGATION TOOL	04/22/2022	2,370.00
8651	LEWIS BRISBOIS BISGAARD & SMITH LLP	MARCH 2022 RETAINER INVOICE	04/22/2022	2,898.32
8656	Mastercard	CREDIT FOR TAXES CHARGED FOR TARGET ORDER	04/22/2022	610.33
8671	PAETEC	PD LONG DISTANCE	04/22/2022	0.03
8677	Reding Tire & Battery Inc	CAR 2 OIL LUBE AND FILTER	04/22/2022	60.90
8681	Saltus Technologies, LLC	Digiticket Software Maint and Support	04/22/2022	791.00
8699	Vantage Point Solutions, Inc	A1.0 GC GENERAL CONSULTING	04/22/2022	125.73
8700	Verizon Wireless - State	VERIZON WIRELESS CHARGES	04/22/2022	739.30
8706	WEX BANK	MARCH FUEL	04/22/2022	5,313.84
8716	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	04/22/2022	2.34
8727	Mastercard	GO DADDY.COM DOMAIN RENEWAL - 10YRS	04/27/2022	211.70
Total for Department: 012 Police Dept				22,624.50
Department: 013 Building & Zoning				
8589	AMAZON CAPITAL SERVICES	QTY 1 A-TECH 16GB DDR4 LAPTOP RAM MEMORY MODULES	04/22/2022	62.74
8590	Ameren Illinois	GAS CHARGE	04/22/2022	262.74
8598	Aviston Lumber Company	LEVER/ SQ BACKPLATE	04/22/2022	148.89
8610	City Of Highland	UTILITY CHARGE	04/22/2022	214.65
8636	HIGHLAND AUTOWASH LLC	UNLIMITED CAR WASH	04/22/2022	30.00
8637	Highland Communication Services	COMMUNICATION CHARGE	04/22/2022	397.03
8651	LEWIS BRISBOIS BISGAARD & SMITH LLP	MARCH 2022 RETAINER INVOICE	04/22/2022	3,000.92
8654	Craig Loyet	FINAL PLUMBING AT 1208 LINDENTHAL	04/22/2022	75.00
8656	Mastercard	ZOOM MEETINGS	04/22/2022	1,027.88
8669	O'Reilly Automotive Inc.	QTY 1 - BATTERY FOR 2018 FORD ESCAPE	04/22/2022	216.53
8686	Timothy Singler	FINAL PLUMBING AT 1208 LINDENTHAL	04/22/2022	75.00
8699	Vantage Point Solutions, Inc	A1.0 GC GENERAL CONSULTING	04/22/2022	25.15
8700	Verizon Wireless - State	VERIZON WIRELESS CHARGES	04/22/2022	201.49
8706	WEX BANK	MARCH FUEL	04/22/2022	126.87
8715	CDW G Inc	QTY 2 - DELL 7090 15-10505 512/16 W10P	04/22/2022	2,089.82
Total for Department: 013 Building & Zoning				7,954.71
Department: 014 Fire Dept				
8584	AEC Fire-Safety & Security Inc	INSPECT PUMP AND TOOL	04/22/2022	578.25

8590	Ameren Illinois	Utilities	04/22/2022	209.02
8601	BERRA SPECIALITY CONTRACTORS, INC.	WORK COMPLETED TO DATE - PSB APPARATUS BAY	04/22/2022	1,115.00
8618	ED M. FELD EQUIPMENT CO., INC.	EQUIPMENT MTN AND REPAIR	04/22/2022	141.00
8652	LEXIPOL LLC	ANNUAL FIRE POLICY / SUPPLEMENTAL MANUALS, FIRE PROCEDURES	04/22/2022	3,066.45
8656	Mastercard	QTY 4 - PIC HING, QTY 2 5 GALLON PA	04/22/2022	25.92
8683	SENTINEL EMERGENCY SOLUTIONS	MTN / REPARIS TO UNIT # 1530	04/22/2022	595.29
8699	Vantage Point Solutions, Inc	A1.0 GC GENERAL CONSULTING	04/22/2022	6.27
8700	Verizon Wireless - State	VERIZON WIRELESS CHARGES	04/22/2022	227.52
8706	WEX BANK	MARCH FUEL	04/22/2022	355.27
8716	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	04/22/2022	137.02

Total for Department: 014 Fire Dept 6,457.01

Department: 017 Streets / PW Admin

8587	Albers Fire Prot. Equipment Inc.	FIRE EXTINGUISHER INSPECTION	04/22/2022	26.33
8590	Ameren Illinois	Utilities	04/22/2022	201.43
8593	APEX PHYSICAL THERAPY	NEW HIRE FIT TEST FOR RYAN HELLMANN	04/22/2022	157.00
8598	Aviston Lumber Company	20 BBQ	04/22/2022	38.25
8602	BEST ONE TIRE & SERVICE OF CLINTON COUN	FRONT TIRES FOR STREET DEPT BACKHOE	04/22/2022	527.72
8611	City Utilities	Utilities	04/22/2022	1,021.56
8617	Dr. Wood Trees & Landscape	32 Hours of tree work - Sector 1	04/22/2022	3,200.00
8637	Highland Communication Services	Communication Services	04/22/2022	233.00
8647	Korte Landscaping	Emerald Green Arbor replaced in new roundabout.	04/22/2022	104.50
8651	LEWIS BRISBOIS BISGAARD & SMITH LLP	MARCH 2022 RETAINER INVOICE	04/22/2022	384.73
8656	Mastercard	MNT / REPAIRS - TRUCK # 65	04/22/2022	1,322.61
8667	OCCUPATIONAL HEALTH & WELLNESS	PHYSICALS FOR NEW HIREHELLMANN	04/22/2022	85.00
8669	O'Reilly Automotive Inc.	QTY 8 - OIL, QTY 1 - 3 OZ SILICONE	04/22/2022	184.91
8676	Red E Mix LLC	88PCCEP 32 PP-1 Ticket # 60136399, 60136402	04/22/2022	1,862.00
8678	Rhomar Industries Inc	Asphalt Cleaning Solvent - 10 Gal.	04/22/2022	551.04
8680	RIGHT WAY TRAFFIC CONTROL, INC.	Parking Signs	04/22/2022	144.00
8682	Schulte Supply Inc	Culvert connecting bands	04/22/2022	494.00
8688	SPRINGBROOK HOLDING COMPANY LLC	SOFTWARE MAINTENANCE 05/2022 - 04/2023	04/22/2022	4,118.08
8694	Tri Ford Inc	Truck 59 - The Works, Labor & Parts	04/22/2022	63.89
8699	Vantage Point Solutions, Inc	A1.0 GC GENERAL CONSULTING	04/22/2022	44.02
8700	Verizon Wireless - State	VERIZON WIRELESS CHARGES	04/22/2022	243.81
8705	WELLS FARGO VENDOR FIN SERV	Ricoh Copier IM C3500	04/22/2022	263.22
8706	WEX BANK	MARCH FUEL	04/22/2022	547.49
8708	Wissehr Electrical Contractors Inc	US 40 & IL 143	04/22/2022	331.25
8716	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	04/22/2022	334.61
8726	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	04/27/2022	1,318.62

Total for Department: 017 Streets / PW Admin 17,803.07

Total for Fund:001 General Fund 71,620.20

Fund: 007 Community Development Fund

Department: 007 Community Development

8614	CORE DISTINCTION GROUP, LLC	HOTEL FEASIBILITY STUDY	04/22/2022	6,250.00
8615	DigitalArtz LLC	QC STICKERS	04/22/2022	52.20
8651	LEWIS BRISBOIS BISGAARD & SMITH LLP	MARCH 2022 RETAINER INVOICE	04/22/2022	487.33
8656	Mastercard	MAZZIO'S - IDC MEETING	04/22/2022	67.49
8699	Vantage Point Solutions, Inc	A1.0 GC GENERAL CONSULTING	04/22/2022	6.27
8700	Verizon Wireless - State	VERIZON WIRELESS CHARGES	04/22/2022	51.14

Total for Department: 007 Community Development 6,914.43

Total for Fund:007 Community Development Fund 6,914.43

Fund: 008 Motor Fuel Tax Fund

Department: 008 Motor Fuel Tax

8608	Christ Bros Inc	HMA - SC "C" N50 -	04/22/2022	1,276.80
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Total for Department: 008 Motor Fuel Tax 1,276.80

Total for Fund:008 Motor Fuel Tax Fund 1,276.80

Fund: 009 Parks & Rec Fund

Department: 009 Korte Rec Center

8583	A I Security Specialist Inc	worked on front door handle that broke off	04/22/2022	140.00
8590	Ameren Illinois	gas utilities	04/22/2022	1,200.47
8599	Battery Specialist + Golf Cars HGD	AED batteries for Korte	04/22/2022	99.50
8607	CAROL CABAY	Partial refund for Damien Zancha's membership. We cancelled it.	04/22/2022	34.37
8613	CONTINENTAL RESEARCH CORPORATION	weed sterilizer for KRC	04/22/2022	314.66
8623	Fens Fitness, LLC	PERSONAL TRAINING (03/12, 3/14, 3/19, 03/28)	04/22/2022	163.98
8626	FOREMOST FITNESS GROUP LLC	4 SIDED FRAME W/ CABLE CROSSOVER - 2 X 170LB PLUS FRT.	04/22/2022	11,124.23
8627	FRONTIER	telephone bill	04/22/2022	159.91
8628	FROST Electric Supply	Lights and other maint supplies for lights	04/22/2022	818.64
8637	Highland Communication Services	KRC wifi	04/22/2022	326.35
8638	HILLYARD, INC	work on KRC floor scrubber	04/22/2022	200.03
8656	Mastercard	survey monkey used for surveys	04/22/2022	910.27
8657	Mazzio's Pizza	Pizzas for party rentals in March 2022	04/22/2022	1,504.00
8672	Pepsi	concession supplies	04/22/2022	379.35
8690	Switzer Food and Supplies	KRC concession supplies	04/22/2022	302.01
8691	Tech Electronics Inc	preventative maint of fire alarms at KRC	04/22/2022	418.11

8699	Vantage Point Solutions, Inc	A1.0 GC GENERAL CONSULTING	04/22/2022	37.68
8700	Verizon Wireless - State	VERIZON WIRELESS CHARGES	04/22/2022	51.14
8707	William F. Brockman Co	Korte concession supplies	04/22/2022	184.32
8716	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	04/22/2022	1,465.21
8726	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	04/27/2022	26.29
Total for Department: 009 Korte Rec Center				19,860.52
Department: 016 Parks & Recreation				
8590	Ameren Illinois	gas utilities	04/22/2022	321.33
8591	Anderson Dirt & Turf LLC	maint supplies for optimist field	04/22/2022	1,355.00
8599	Battery Specialist + Golf Cars HGD	AED batteries for Parks	04/22/2022	99.50
8606	Broadway Battery & Tire	Oil change	04/22/2022	78.23
8610	City Of Highland	QB club building utilities	04/22/2022	41.86
8621	Everlasting Etch	plaques	04/22/2022	144.00
8627	FRONTIER	telephone bill	04/22/2022	46.28
8629	St. Clair Service Company FS Turf Solutions	parks turf supplies	04/22/2022	1,684.00
8630	Gelly Excavating & Construction Inc	Hauling	04/22/2022	245.57
8637	Highland Communication Services	Brad's shed (parks) wifi	04/22/2022	10.00
8639	Home Nursery Inc	memorial trees at rinderer park/glik	04/22/2022	464.45
8648	Korte Meat Processing	senior center, senior day food	04/22/2022	100.00
8651	LEWIS BRISBOIS BISGAARD & SMITH LLP	MARCH 2022 RETAINER INVOICE	04/22/2022	230.84
8656	Mastercard	Tickets for YAH Cardinal trip May 12th game	04/22/2022	3,329.97
8664	Teri Musso	refund for 2 cancelled trips. Hannibal and Kimmswick	04/22/2022	153.00
8673	Pioneer Manufacturing Company	starline paint	04/22/2022	386.32
8699	Vantage Point Solutions, Inc	A1.0 GC GENERAL CONSULTING	04/22/2022	50.30
8700	Verizon Wireless - State	VERIZON WIRELESS CHARGES	04/22/2022	285.06
8706	WEX BANK	MARCH FUEL	04/22/2022	2,226.03
8707	William F. Brockman Co	Glik park concession supplies	04/22/2022	219.48
8709	Rosemary Zarr	refund for omnimax portion of science center trip.	04/22/2022	24.00
8716	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	04/22/2022	76.06
8726	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	04/27/2022	1,297.74
Total for Department: 016 Parks & Recreation				12,869.02
Department: 503 Swimming Pool Fund				
8637	Highland Communication Services	HCP wifi	04/22/2022	-7.25
8656	Mastercard	Anderson hospital water rescue training. We were reimbursed.	04/22/2022	105.00
8676	Red E Mix LLC	filling the baby pool	04/22/2022	2,212.25
8699	Vantage Point Solutions, Inc	A1.0 GC GENERAL CONSULTING	04/22/2022	12.54
Total for Department: 503 Swimming Pool Fund				2,322.54
Department: 715 Cemetery Fund				
8629	St. Clair Service Company FS Turf Solutions	cemetery turf supplies	04/22/2022	2,300.00
8666	Nu Way Concrete Forms Troy LLC	curb roller batt screed	04/22/2022	3,049.00
8675	R P Lumber Co Inc	plywood for cemetery	04/22/2022	119.99
8726	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	04/27/2022	778.25
Total for Department: 715 Cemetery Fund				6,247.24
Total for Fund:009 Parks & Rec Fund				41,299.32
Fund: 050 Street NHR Construction				
Department: 050 Street NHR Construction				
8676	Red E Mix LLC	88 PCCEP32-PP-1, Ticket # 60136266, 60136268	04/22/2022	1,862.00
Total for Department: 050 Street NHR Construction				1,862.00
Total for Fund:050 Street NHR Construction				1,862.00
Fund: 101 Electric Fund				
Department: 000 Balance Sheet Accounts				
ACH PAID	IMEA	MARCH PURCHASE POWER	04/18/2022	-45,738.93
8573	JOHN BRENDEL	Refund Check 022218-000	04/19/2022	23.99
8574	NOLAN CLARKE	Refund Check 022213-000	04/19/2022	17.70
8575	JASON DALLAIRE	Refund Check 022349-000	04/19/2022	73.11
8576	ALAN AND CHARIS HOFFMAN	Refund Check 011659-002	04/19/2022	220.96
8577	ALEXIS HOLZINGER	Refund Check 022018-000	04/19/2022	12.19
8578	BRANDON HUETER	Refund Check 019996-000	04/19/2022	31.25
8579	Madison County Community Development	Refund Check 007537-000	04/19/2022	115.54
8580	TIMOTHY NENNINGER	Refund Check 022520-000	04/19/2022	6.37
8581	OFFERPAD LLC	Refund Check 022663-000	04/19/2022	55.58
8582	CODY & CHASE DEJOURNETT ZOBRIST	Refund Check 021721-000	04/19/2022	0.79
Total for Department: 000 Balance Sheet Accounts				-45,181.45
Department: 101 Electric Admin				
8589	AMAZON CAPITAL SERVICES	QTY 1 - CHROME,STEEL FRONT BUMPER FACE FOR 2014-2018 RAM 1500	04/22/2022	315.99
8590	Ameren Illinois	GAS CHARGE	04/22/2022	525.47
8603	BHMG Engineers Inc	SPCC Plans	04/22/2022	9,015.69
8610	City Of Highland	UTILITY CHARGE	04/22/2022	384.18
8627	FRONTIER	COMMUNICATION CHARGE	04/22/2022	38.76
8637	Highland Communication Services	COMMUNICATION CHARGE	04/22/2022	83.00

8640	Illinois Municipal Utilities Association	IMUA SCHOLARSHIP PROGRAM	04/22/2022	100.00
8643	Itron Inc	SOFTWARE MAINTENANCE	04/22/2022	464.27
8651	LEWIS BRISBOIS BISGAARD & SMITH LLP	MARCH 2022 RETAINER INVOICE	04/22/2022	3,206.11
8658	McGinley Inc	MTN/REPAIRS TO DUMP TRUCK	04/22/2022	268.98
8688	SPRINGBROOK HOLDING COMPANY LLC	MARCH CIVIC PAY TRANSACTION FEE	04/22/2022	17,881.31
8699	Vantage Point Solutions, Inc	A1.0 GC GENERAL CONSULTING	04/22/2022	18.87
8700	Verizon Wireless - State	VERIZON WIRELESS CHARGES	04/22/2022	211.49
8706	WEX BANK	MARCH FUEL	04/22/2022	301.43
8726	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	04/27/2022	4.98

Total for Department: 101 Electric Admin 32,820.53

Department: 102 Electric Production

ACH PAID	IMEA	MARCH PURCHASE POWER	04/18/2022	710,541.26
8590	Ameren Illinois	GAS CHARGE	04/22/2022	50.02
8603	BHMG Engineers Inc	PROFESSIONAL SERVICES- EPS & ANNUAL REPORTING	04/22/2022	80.10
8610	City Of Highland	UTILITY CHARGE	04/22/2022	5,351.51
8622	Fabick Power Systems Inc	GASKET, BOLT, LOCK NUT	04/22/2022	305.08
8637	Highland Communication Services	COMMUNICATION CHARGE	04/22/2022	3.00
8699	Vantage Point Solutions, Inc	A1.0 GC GENERAL CONSULTING	04/22/2022	6.27
8706	WEX BANK	MARCH FUEL	04/22/2022	1,298.27
8726	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	04/27/2022	146.98

Total for Department: 102 Electric Production 717,782.49

Department: 104 Electric Distribution

8592	ANIXTER, INC.	J8810 Machine Bolt	04/22/2022	111.75
8595	Association of Illinois Electric Cooperatives	UNDERGROUND TRAINING- ReidF, DavidG, JasonW	04/22/2022	2,250.00
8598	Aviston Lumber Company	PROPANE	04/22/2022	38.25
8603	BHMG Engineers Inc	PROFESSIONAL SERVICES- ELECTRIC UTILITY GENERAL SERVICES	04/22/2022	525.00
8612	CONSOLIDATED ELECTRIC DIST CED 9858	SR-350-XY Splicer Reducer	04/22/2022	407.89
8619	EDWARDSVILLE MACHINE & WELDING CO. IN	POLE PULLER	04/22/2022	748.75
8625	Fletcher Reinhardt Company	#8 Solid Bare Copper Soft Drawn	04/22/2022	823.00
8640	Illinois Municipal Utilities Association	MARCH SAFETY TRAINING	04/22/2022	600.00
8656	Mastercard	RETURN - MIKE H. - BOOTS	04/22/2022	-190.99
8668	Mike Odorizzi	MARCH POLE TESTING	04/22/2022	720.00
8669	O'Reilly Automotive Inc.	BRACKETED CAL, CORE CHARGE - 2004 DODGE RAM #28 ELEC DEPT	04/22/2022	296.25
8693	Trendy Tees & More LLC	EMBROIDED 4 SHIRTS	04/22/2022	40.00
8699	Vantage Point Solutions, Inc	A1.0 GC GENERAL CONSULTING	04/22/2022	56.56
8700	Verizon Wireless - State	VERIZON WIRELESS CHARGES	04/22/2022	237.50
8706	WEX BANK	MARCH FUEL	04/22/2022	166.67
8726	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	04/27/2022	212.05

Total for Department: 104 Electric Distribution 7,042.68

Total for Fund:101 Electric Fund 712,464.25

Fund: 111 FTTP Fund

Department: 000

8624	Roger Fitterer	HCS REFUND	04/22/2022	29.77
8631	SARAH GOSHORN	HCS REFUND	04/22/2022	14.94
8632	ROSE HAESE	HCS REFUND	04/22/2022	31.14
8644	DAN JAKEL	HCS REFUND	04/22/2022	4.13
8650	AMY LEMASTER	HCS REFUND	04/22/2022	39.21
8660	VICKY MERKLE	HCS REFUND	04/22/2022	9.13
8661	PATSY MILLER	HCS REFUND	04/22/2022	3.09
8663	JOSEPH MORGAN	HCS REFUND	04/22/2022	7.48
8689	LON STONE	HCS REFUND	04/22/2022	168.85

Total for Department: 000 307.74

Department: 111

ACH PAID	ILLINOIS DEPT OF REVENUE	RT-2 TELECOMMUNICATIONS TAX RETURN MARCH 2022	04/18/2022	2,954.75
ACH PAID	INTERSTATE TRS FUND	2021-2022 OBLIGATION FOR PAYMENT 10 OF 12 (514B OBLIGATION)	04/18/2022	298.89
ACH PAID	USAC BILLING & DISBURSEMENT	SUPPORT MECHANISM CHARGES	04/18/2022	1,073.79
8588	Altec Industries Inc	Month 6 Rental of AT37G	04/22/2022	2,200.00
8609	Home Box Office Cinemax	APRIL VIDEO CONTENT FEE	04/22/2022	90.00
8611	City Utilities	UTILITIES - HCS	04/22/2022	2,094.57
8634	Home Box Office HBO	APRIL VIDEO CONTENT FEE	04/22/2022	180.00
8637	Highland Communication Services	HCS SERVICES	04/22/2022	305.11
8640	Illinois Municipal Utilities Association	MARCH SAFETY TRAINING	04/22/2022	300.00
8642	ILLINOIS TELECOMMUNICATIONS ACCESS CC	LOCAL EXCHANGE CARRIER & INTERCONNECTED VOIP & WIRELESS PROVIDE	04/22/2022	15.56
8651	LEWIS BRISBOIS BISGAARD & SMITH LLP	MARCH 2022 RETAINER INVOICE	04/22/2022	615.57
8659	MEREDITH CORPORATION	MARCH VIDEO CONTENT FEE - MMOV - MY NET	04/22/2022	6,438.39
8662	MOMENTUM TELECOM, INC.	APRIL VOICE CONTENT FEE ACCT # 325794	04/22/2022	10,284.56
8684	Showtime Networks Inc	MARCH VIDEO CONTENT FEE	04/22/2022	56.04
8685	SINCLAIR TELEVISION GROUP, INC.	MARCH SUBSCRIBER COUNTS	04/22/2022	5,909.11
8687	SNI / SI Networks LLC Inc	MARCH VIDEO CONTENT FEE	04/22/2022	77.18
8688	SPRINGBROOK HOLDING COMPANY LLC	SOFTWARE MAINTENANCE 05/2022 - 04/2023	04/22/2022	4,118.09
8699	Vantage Point Solutions, Inc	A1.0 GC GENERAL CONSULTING	04/22/2022	37.69
8700	Verizon Wireless - State	VERIZON WIRELESS CHARGES	04/22/2022	328.18
8701	VIVICAST MEDIA, LLC	VIDEO CONTENT FEE - APRIL	04/22/2022	53,764.22
8706	WEX BANK	MARCH FUEL	04/22/2022	78.35
8710	Duane E. Zobrist	APRIL SIGN RENTAL - EAST BROADWAY ACROSS FROM KAESER MUSEUM	04/22/2022	100.00
8712	4COM Inc	APRIL 2022 PROGRAMMING	04/22/2022	10,207.47
8713	Aviston Lumber Company	PROPANE FORK TRUCK	04/22/2022	38.25

8714	BALLY SPORTS ST. LOUIS	MARCH VIDEO CONTENT FEE	04/22/2022	10,155.60
8716	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	04/22/2022	44.59
8717	Drive Social Media	SOCIAL MEDIA MONTHLY SERVICE	04/22/2022	2,000.00
8718	GRAY MEDIA GROUP LLC	MARCH SUBSCRIBERS - KMOV -D1	04/22/2022	20,220.48
8719	GREAT LAKES DATA SYSTEMS	BROADHUB SOFTWARE SUPPORT	04/22/2022	1,200.00
8721	NEXSTAR BROADCASTING, INC.	FEBRUARY VIDEO CONTENT FEE - KPLR - CW	04/22/2022	8,223.67
8722	Rotary Club of Highland	3RD 2021-2022 QUARTER MEMBERSHIP DUES/ MEALS - IMMING	04/22/2022	125.00
8726	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	04/27/2022	173.31
8727	Mastercard	DREAMSTIME.COM STOCK PHOTOGRAPHY SUBSCRIPTIONS (5 IMAGES)	04/27/2022	1,023.27

Total for Department: 111 144,731.69

Total for Fund:111 FTTP Fund 145,039.43

Fund: 201 Water Fund

Department: 000 Balance Sheet Accounts

8573	JOHN BRENDEL	Refund Check 022218-000	04/19/2022	6.03
8574	NOLAN CLARKE	Refund Check 022213-000	04/19/2022	9.43
8575	JASON DALLAIRE	Refund Check 022349-000	04/19/2022	8.48
8576	ALAN AND CHARIS HOFFMAN	Refund Check 011659-002	04/19/2022	56.08
8578	BRANDON HUETER	Refund Check 019996-000	04/19/2022	11.82
8580	TIMOTHY NENNINGER	Refund Check 022520-000	04/19/2022	3.93
8581	OFFERPAD LLC	Refund Check 022663-000	04/19/2022	16.92
8582	CODY & CHASE DEJOURNETT ZOBRIST	Refund Check 021721-000	04/19/2022	0.08

Total for Department: 000 Balance Sheet Accounts 112.77

Department: 201 Water Admin

8587	Albers Fire Prot. Equipment Inc.	FIRE EXTINGUISHER INSPECTION	04/22/2022	26.33
8643	Itron Inc	SOFTWARE MAINTENANCE	04/22/2022	464.28
8656	Mastercard	Safety Meeting lunch provided	04/22/2022	91.28
8688	SPRINGBROOK HOLDING COMPANY LLC	MARCH CIVIC PAY TRANSACTION FEE	04/22/2022	6,740.72
8699	Vantage Point Solutions, Inc	A1.0 GC GENERAL CONSULTING	04/22/2022	6.27
8700	Verizon Wireless - State	VERIZON WIRELESS CHARGES	04/22/2022	51.14

Total for Department: 201 Water Admin 7,380.02

Department: 202 Water Production

8589	AMAZON CAPITAL SERVICES	QTY 1 BLACK/TRI - COLOR INK CARTRIDGES	04/22/2022	61.67
8600	Belleville Fence Co Inc	Labor, Material, Equip.- fencing at Silver Lake E. Side Spillway	04/22/2022	17,497.00
8611	City Utilities	Utilities	04/22/2022	11,095.21
8616	DPC Enterprises, L.P	Chlorine Gas	04/22/2022	580.00
8620	Energy Wise	Parts & Labor on 2 Reznor Hanging Heaters in Chemical Bldg.	04/22/2022	814.00
8633	Hawkins Inc	Fluoride	04/22/2022	956.62
8637	Highland Communication Services	Communication Services	04/22/2022	119.66
8655	Martin Industrial Site Services LLC	Labor & Travel - Services on Backwash Actuator Filter #3	04/22/2022	487.50
8665	Northtown Auto & Tractor	Fuses	04/22/2022	28.52
8670	Pace Analytical Services Inc	TOC & Field Alkalinity Pkg., Total Organic Carbon	04/22/2022	134.48
8698	Utility Service Co Inc	1,000,000 GST Ground Storage Tank, Quarterly	04/22/2022	22,841.00
8699	Vantage Point Solutions, Inc	A1.0 GC GENERAL CONSULTING	04/22/2022	25.15
8700	Verizon Wireless - State	VERIZON WIRELESS CHARGES	04/22/2022	92.96
8706	WEX BANK	MARCH FUEL	04/22/2022	221.02
8716	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	04/22/2022	505.79
8726	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	04/27/2022	249.30

Total for Department: 202 Water Production 55,709.88

Department: 203 Water Distribution

8590	Ameren Illinois	GAS CHARGE	04/22/2022	262.73
8611	City Utilities	Utilities	04/22/2022	321.04
8637	Highland Communication Services	Communication Services	04/22/2022	2.00
8699	Vantage Point Solutions, Inc	A1.0 GC GENERAL CONSULTING	04/22/2022	9.43
8700	Verizon Wireless - State	VERIZON WIRELESS CHARGES	04/22/2022	144.32
8706	WEX BANK	MARCH FUEL	04/22/2022	381.85
8726	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	04/27/2022	652.48

Total for Department: 203 Water Distribution 1,773.85

Total for Fund:201 Water Fund 64,976.52

Fund: 301 Sewer Fund

Department: 000 Balance Sheet Accounts

8573	JOHN BRENDEL	Refund Check 022218-000	04/19/2022	6.01
8574	NOLAN CLARKE	Refund Check 022213-000	04/19/2022	9.51
8575	JASON DALLAIRE	Refund Check 022349-000	04/19/2022	8.48
8576	ALAN AND CHARIS HOFFMAN	Refund Check 011659-002	04/19/2022	57.24
8578	BRANDON HUETER	Refund Check 019996-000	04/19/2022	11.79
8580	TIMOTHY NENNINGER	Refund Check 022520-000	04/19/2022	3.93
8581	OFFERPAD LLC	Refund Check 022663-000	04/19/2022	16.89
8582	CODY & CHASE DEJOURNETT ZOBRIST	Refund Check 021721-000	04/19/2022	0.09

Total for Department: 000 Balance Sheet Accounts 113.94

Department: 301 Sewer Admin

8587	Albers Fire Prot. Equipment Inc.	FIRE EXTINGUISHER INSPECTION	04/22/2022	26.34
8590	Ameren Illinois	Utilities	04/22/2022	189.15
8611	City Utilities	Utilities	04/22/2022	123.04
8651	LEWIS BRISBOIS BISGAARD & SMITH LLP	MARCH 2022 RETAINER INVOICE	04/22/2022	205.19
8656	Mastercard	Safety Meeting lunch provided	04/22/2022	91.27
8688	SPRINGBROOK HOLDING COMPANY LLC	MARCH CIVIC PAY TRANSACTION FEE	04/22/2022	6,740.72
8699	Vantage Point Solutions, Inc	A1.0 GC GENERAL CONSULTING	04/22/2022	6.27

Total for Department: 301 Sewer Admin 7,381.98

Department: 303 Sewer Collection

8590	Ameren Illinois	GAS CHARGE	04/22/2022	262.74
8611	City Utilities	Utilities	04/22/2022	321.04
8637	Highland Communication Services	Communication Services	04/22/2022	2.00
8699	Vantage Point Solutions, Inc	A1.0 GC GENERAL CONSULTING	04/22/2022	9.44
8700	Verizon Wireless - State	VERIZON WIRELESS CHARGES	04/22/2022	29.98
8706	WEX BANK	MARCH FUEL	04/22/2022	381.86
8726	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	04/27/2022	264.69

Total for Department: 303 Sewer Collection 1,271.75

Department: 304 Water Reclamation Facility

8589	AMAZON CAPITAL SERVICES	QTY 2 FIRE HOSE NOZZLE, QTY 6 LED FLASHLIGHT	04/22/2022	129.90
8611	City Utilities	Utilities	04/22/2022	10,449.10
8633	Hawkins Inc	Chlorine - 4: 150 lb. Cylinders	04/22/2022	625.00
8637	Highland Communication Services	Communication Services	04/22/2022	149.99
8653	London Shoe Shop	SAFETY BOOTS - DONOHO	04/22/2022	402.00
8679	Riechmann Bros., LLC	Parts, Supplies	04/22/2022	216.73
8692	Thole Fabrication & Welding Inc	Cut mounting plate on waste tanks	04/22/2022	150.00
8697	USA Blue Book	Phosphorus TNT + Low Range Reactive & Total 25 PK	04/22/2022	178.25
8699	Vantage Point Solutions, Inc	A1.0 GC GENERAL CONSULTING	04/22/2022	25.15
8700	Verizon Wireless - State	VERIZON WIRELESS CHARGES	04/22/2022	123.16
8702	Voegel Photography Studio	Convert transparency to digital file, Enhance files.	04/22/2022	223.00
8706	WEX BANK	MARCH FUEL	04/22/2022	258.52
8726	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	04/27/2022	89.98

Total for Department: 304 Water Reclamation Facility 13,020.78

Department: 305 WRF Pretreatment

8611	City Utilities	Utilities	04/22/2022	18.00
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Total for Department: 305 WRF Pretreatment 18.00

Total for Fund:301 Sewer Fund 21,806.45

Fund: 401 Ambulance Fund

Department: 401 Ambulance Fund

8585	AETNA	AMBULANCE REFUND	04/22/2022	78.79
8586	Airgas USA,LLC	OXYGEN	04/22/2022	233.79
8589	AMAZON CAPITAL SERVICES	QTY 1- HP OFFICEJET PRO ALL IN ONE WIRELESS PRINTER - RETURN	04/22/2022	-219.99
8590	Ameren Illinois	Utilities	04/22/2022	250.82
8597	AT&T MOBILITY	EMS AIR CARDS	04/22/2022	5.00
8605	Bound Tree Medical, LLC	EMS SUPPLIES	04/22/2022	57.09
8637	Highland Communication Services	HCS SERVICES - EMS	04/22/2022	279.20
8645	JEWELL PSYCHOLOGICAL SERVICES, LLC	PRE-EMPLOYMENT POLICE/FIRE PSYCHOLOGICAL EVAL - ALYSSA SEEGER	04/22/2022	450.00
8646	Knebel's Auto Body Inc	MTN / REPAIRS - EMS 2015 FORD SUPER DUTY	04/22/2022	155.80
8656	Mastercard	RED VOODOO TACTICAL MEDICAL FIELD PACK	04/22/2022	152.95
8667	OCCUPATIONAL HEALTH & WELLNESS	PHYSICALS FOR NEW HIRES CLARK AND HUELSMANN	04/22/2022	194.00
8695	U.S. BANK EQUIPMENT FINANCE	COPIER LEASE / USAGE	04/22/2022	138.85
8696	United Health Care Medicare Solutions	AMBULANCE REFUND	04/22/2022	215.30
8699	Vantage Point Solutions, Inc	A1.0 GC GENERAL CONSULTING	04/22/2022	44.02
8700	Verizon Wireless - State	VERIZON WIRELESS CHARGES	04/22/2022	260.42
8704	WAYSTAR	MONTHLY MANAGEMENT FEE / REMITTANCE ADVICE ACCESS FEE	04/22/2022	143.55
8706	WEX BANK	MARCH FUEL	04/22/2022	214.70
8711	Zoll Data Systems Inc	HOSTED BILLING PRO - 3YR 05/01/2022 - 05/31/2022	04/22/2022	262.12

Total for Department: 401 Ambulance Fund 2,916.41

Total for Fund:401 Ambulance Fund 2,916.41

Fund: 706 Liability Insurance

Department: 706 Liability Insurance

8652	LEXIPOL LLC	Annual Law Enforcement Policy Manual	04/22/2022	7,866.43
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Total for Department: 706 Liability Insurance 7,866.43

Total for Fund:706 Liability Insurance 7,866.43

Fund: 713 Solid Waste Fund

Department: 000 Balance Sheet Accounts

8573	JOHN BRENDEL	Refund Check 022218-000	04/19/2022	14.92
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8574	NOLAN CLARKE	Refund Check 022213-000	04/19/2022	14.81
8575	JASON DALLAIRE	Refund Check 022349-000	04/19/2022	19.73
8576	ALAN AND CHARIS HOFFMAN	Refund Check 011659-002	04/19/2022	35.47
8578	BRANDON HUETER	Refund Check 019996-000	04/19/2022	29.22
8580	TIMOTHY NENNINGER	Refund Check 022520-000	04/19/2022	8.61
8581	OFFERPAD LLC	Refund Check 022663-000	04/19/2022	41.85

Total for Department: 000 Balance Sheet Accounts 164.61

Department: 713 Solid Waste Fund

8594	ARMOR EQUIPMENT	QTY 8 - 6YD REAR LOAD CONTAINER, LIDS,FRAMES,PLUG,DECALS - RED	04/22/2022	24,889.00
8688	SPRINGBROOK HOLDING COMPANY LLC	MARCH CIVIC PAY TRANSACTION FEE	04/22/2022	281.80

Total for Department: 713 Solid Waste Fund 25,170.80

Total for Fund:713 Solid Waste Fund 25,335.41

Grand Total \$ 1,103,377.65

Accepted by City Council May 2, 2022

Mayor: _____ Clerk: _____