

**CONTRACT BETWEEN  
THE VILLAGE OF LA GRANGE  
AND *INSITUFORM TECHNOLOGIES USA, INC.*  
FOR THE CONSTRUCTION  
OF THE *MASON DRIVE STORM SEWER LINING PROJECT***

Contract Number: P2010-017

**COPY**

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ADDENDUM NO. 1

DATE: July 22, 2011

FROM: Village of La Grange

TO: Planholders of record for the Work titled:

VILLAGE OF LA GRANGE  
MASON DRIVE STORM SEWER LINING PROJECT

The Bidding Documents are amended as follows:

1. SPECIFICATIONS

A. Section 33 01 30.75:

Pages 2 & 3, paragraph 1.5.B.1, Scope of Work Description:

- Remove the following language, "testing of CIPP for watertightness by exfiltration method."
- Add the following sentence to the end of the paragraph, "Scope of work does not include trimming tree branches over manholes for inversion access; this work will be completed in advance by the Village of La Grange."

B. Section 33 01 30.75:

Page 4, paragraph 2.2.A.2.b.(1), Post-rehabilitation inspections:

- Remove this paragraph and replace with the following language, "Inspections shall be conducted in digital format (.mpg, .avi, or other approved format) and two (2) copies submitted on separate (minimum two (2)) USB flash drives or USB 2.0 hard drives or DVDs. Include pre-rehabilitation inspections on same drives or DVDs."

Nothing in this Addendum shall be construed as changing other requirements of the Bidding Documents. Each Bidder shall acknowledge receipt of this Addendum where indicated in the Bid Form.

END OF ADDENDUM NO. 1

ADDENDUM NO. 1

00 91 13-1



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**CONTRACTOR'S CERTIFICATION**

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**ATTACHMENT B** - Specifications

**ATTACHMENT C** - List of Drawings

**APPENDIX 1** - Prevailing Wage Ordinance

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THE VILLAGE OF LA GRANGE  
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FOR THE CONSTRUCTION  
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Contract Number: P2010-017

In consideration of the mutual promises set forth below, the Village of La Grange, 53 South La Grange Road, La Grange, Illinois, 60525, a public corporation ("Owner"), and *INSITUFORM TECHNOLOGIES USA, INC., 17988 EDISON AVENUE, CHESTERFIELD, MO*, a *CORPORATION* ("Contractor"), make this Contract as of the 15<sup>TH</sup> day of *AUGUST, 2011*, and hereby agree as follows:

**ARTICLE I: THE WORK**

**1.1 Performance of the Work**

Contractor must, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.
2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
4. Taxes. Pay all applicable federal, state, and local taxes.
5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing

## SECTION 01 66 11

### STORAGE AND PROTECTION OF MATERIAL AND EQUIPMENT

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Protect products scheduled for use in the Work by means including, but not necessarily limited to, those described in this Section.
- B. Related work:
  - 1. Additional procedures also may be prescribed in other Sections of these Specifications.

##### 1.2 QUALITY ASSURANCE

- A. Include within the Contractor's quality assurance program such procedures as are required to assure full protection of work and materials.

##### 1.3 MANUFACTURERS' RECOMMENDATIONS

- A. Except as otherwise approved by the Engineer, determine and comply with manufacturers' recommendations on product handling, storage, and protection.

##### 1.4 PACKAGING

- A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.
  - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
  - 2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the Owner.
- B. The Engineer may reject as non-complying such material and products that do not bear identification satisfactory to the Engineer as to manufacturer, grade, quality, and other pertinent information.

##### 1.5 STORAGE AND PROTECTION

- A. Comply with the requirements of this Section for off-site storage.
  - 1. The Engineer reserves the right to inspect the off-site storage areas.
- B. Store equipment and materials in accordance with the manufacturer's instructions.

- C. Provide temporary weathertight enclosures to protect products from damage by the elements.
- D. Protect finished surfaces through which equipment and materials are handled.
- E. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the Owner.

1.6 REPAIRS AND REPLACEMENTS

- A. In event of damage, promptly make replacements and repairs to the approval of the Engineer and at no additional cost to the Owner.
- B. Additional time required to secure replacements and to make repairs will not be considered by the Engineer to justify an extension in the Contract Time of Completion.

END OF SECTION

## SECTION 01 74 23

### FINAL CLEANING

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Throughout the construction period, maintain the buildings and site in a standard of cleanliness as described in this Section.
- B. Related work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
  - 2. In addition to standards described in this Section, comply with requirements for cleaning as described in other pertinent Sections of these Specifications.

##### 1.2 QUALITY ASSURANCE

- A. Conduct daily inspection, and more often if necessary, to verify that requirements for cleanliness are being met.
- B. In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.

#### PART 2 - PRODUCTS

##### 2.1 CLEANING MATERIALS AND EQUIPMENT

- A. Provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

##### 2.2 COMPATIBILITY

- A. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

#### PART 3 - EXECUTION

##### 3.1 PROGRESS CLEANING

- A. General:
  - 1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing required protection of materials.

2. Do not allow accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
  3. At least twice each week, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.
  4. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the environment.
- B. Site:
1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.
  2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site. Restack, tidy, or otherwise service arrangements to meet the requirements of Paragraph 3.1 A.1. above.
  3. Maintain the site in a neat and orderly condition at all times.
- C. Structures:
1. Weekly, and more often if necessary, inspect the structures and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.
  2. Weekly, and more often if necessary, sweep interior spaces clean.
    - a. "Clean," for the purpose of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and a hand-held broom.
  3. As required preparatory to installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using equipment and materials required to achieve the necessary cleanliness.
  4. Following the installation of finish floor materials, clean the finish floor daily (and more often if necessary) at all times while work is being performed in the space in which finish materials are installed.
    - a. "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from foreign material which, in the opinion of the Engineer, may be injurious to the finish floor material.

### 3.2 FINAL CLEANING

- A. "Clean", for the purpose of this Article, and except as may be specifically provided otherwise, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials.
- B. Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described in Paragraph 3.1 above.
- C. Site:
1. Unless otherwise specifically directed by the Engineer, broom clean paved areas on the site and public paved areas adjacent to the site.
  2. Completely remove resultant debris.

D. Structures:

1. Exterior:

- a. Visually inspect exterior surfaces and remove all traces of soil, waste materials, smudges, and other foreign matter.
- b. Remove all traces of splashed materials from adjacent surfaces.
- c. If necessary to achieve a uniform degree of cleanliness, hose down the exterior of the structure.
- d. In the event of stubborn stains not removable with water, the Engineer may require light sandblasting or other cleaning at no additional cost to the Owner.

2. Interior:

- a. Visually inspect interior surfaces and remove all traces of soil, waste materials, smudges, and other foreign matter.
- b. Remove all traces of splashed material from adjacent surfaces.
- c. Remove paint droppings, spots, stains, and dirt from finished surfaces.

- E. Schedule final cleaning as approved by the Engineer to enable the Owner to accept a completely clean Work.

3.3 CLEANING DURING OWNER'S OCCUPANCY

- A. Should the Owner occupy the Work or any portion thereof prior to its completion by the Contractor and acceptance by the Owner, responsibilities for interim and final cleaning shall be as determined by the Engineer in accordance with the General Conditions of the Contract.

END OF SECTION



SECTION 32 92 00.19

LAWNS AND GRASSES

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide topsoil, sodding, and care of grass during establishment period for a complete surface restoration of lawns, parkways, and other areas disturbed as a result of the construction.

PART 2 - PRODUCTS

2.1 TOPSOIL

- A. Provide a mixture of black dirt having at least 90 percent passing a No. 10 sieve, free of large roots, brush, sticks, weeds, stones larger than 1/4-inch in diameter, and any other debris.

2.2 LIME

- A. Provide agricultural grade dolomitic limestone, ground sufficiently fine so that at least 80 percent will pass through a No. 8 sieve, containing not less than 80 percent calcium carbonate equivalent. Moisture content at time of delivery not exceeding 8 percent.

2.3 FERTILIZER

- A. Provide standard commercial grade organic fertilizer, OMRI listed, having 10 percent nitrogen, 6 percent phosphorus, and 4 percent soluble potash.

2.4 SOD

- A. Provide field or nursery grown sod that is native to the locality of the Project.
- B. Provide sod that will not break, crumble or tear during handling and placing, free of stones, crab grass, noxious weeds, and other objectionable plants or substances injurious to plant growth.
- C. Provide sod having at least 1-inch of soil adhering firmly to the roots and cut in rectangular pieces with the shortest side not less than 12 inches. At the time of cutting sod, mow the grass height not less than 2 inches nor more than 4 inches.
- D. Do not use sod cut for more than 48 hours.

## PART 3 - EXECUTION

### 3.1 TOPSOIL PLACEMENT

- A. Scarify the compacted subgrade to a depth of 3 inches to receive the topsoil.
- B. Spread at least 4 inches of prepared topsoil in areas of new grading raked smooth and level.
- C. Grade flush with walks, curbs, and paving.

### 3.2 PREPARATION FOR SODDING

- A. Do not start preparation until all other site and utility work and finished grading within the areas to be sodded have been completed.
- B. Till topsoil to a depth of at least 3 inches and smooth out all surface irregularities resulting therefrom. Leave area free of rocks or hard soil clods which will not pass through the tines of a standard garden rake.
- C. At least 7 days before applying fertilizer, spread lime uniformly in sufficient quantity to produce in the soil a pH of 6.5. Work lime thoroughly into topsoil to a depth of 3 inches.
- D. Apply fertilizer uniformly at a rate of 20 lbs. per 1,000 sq.ft. Work fertilizer into soil prior to sodding.

### 3.3 SODDING

- A. Provide sod in developed areas that were grassed prior to construction and as indicated on the Drawings. Sodding shall also be used in ditches and drainage swales and on all embankment slopes steeper than 3 to 1 unless protection is provided against erosion of seeding. At the Contractor's option, sodding may be substituted for seeding, but at no additional cost.
- B. Place sod with the edges in close contact and alternate courses staggered. Lightly tamp or roll to eliminate air pockets. On slopes 2 to 1 or steeper, stake sod with not less than 4 stakes per square yard and with at least one stake for each piece of sod. Stakes shall be driven with the flat side parallel to the slope. Do not place sod when the ground surface is frozen or when air temperature may exceed 90 degrees F. Water the sod thoroughly within 8 hours after placement and as often as necessary to become well established.
- C. In ditches, the sod shall be placed with the longer dimension perpendicular to the flow of water in the ditch. On slopes, starting at the bottom of the slope, the sod shall be placed with the longer dimension parallel to the contours of the ground.
- D. All exposed edges of sod shall be buried flush with the adjacent turf.

### 3.4 WATERING

- A. Immediately begin watering and continually keep moist until the sod has firmly knit itself to the topsoil.

### 3.5 PROTECTION OF WORK

- A. Protect newly sodded areas from all traffic by erecting temporary fences and signs. Protect slopes from erosion. Properly and promptly repair all damaged work when required.

### 3.6 APPLICATION OF FERTILIZER

- A. Six weeks after completion of sodding apply granular fertilizer over all areas at the rate of 2 lbs. of nitrogen nutrients per 1,000 sq.ft. of area.

### 3.7 CLEAN-UP

- A. At the time of final inspection of work, but before final acceptance, remove from sodded areas all debris, rubbish, excess materials, tools, and equipment.

### 3.8 MAINTENANCE

- A. Provide watering, mowing, and replanting and continue as necessary until a close healthy stand of specified grasses is established.
- B. Replace lawns not showing a close uniform stand of healthy specified grasses at the end of the guaranty period and maintain until acceptance.

END OF SECTION

with the same result as the first case.

It is clear that the same result is obtained if the first case is considered.

The same result is obtained if the first case is considered.

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The same result is obtained if the first case is considered.

ATTACHMENT C

**LIST OF DRAWINGS**

<u>SHEET NOS.</u>	<u>SHEET TITLES</u>	<u>DATE LAST REVISED</u>
1 of 1	623 Mason Drive, 30" CIPP Liner	5-4-11



sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

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

## 1.2 Commencement and Completion Dates

Contractor must commence the Work not later than the "Commencement Date" set forth on Attachment A and must diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

## 1.3 Required Submittals

A. Submittals Required. Contractor must submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and must, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details must include, but are not limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor must provide three complete sets for each Required Submittal. All Required Submittals, except drawings, must be prepared on white 8-1/2 inch by 11 inch paper. Two blueline prints and one sepia transparency of each drawing must be provided. All prints of drawings must be folded to 8-1/2 inches by 11 inches, or less. All drawings must be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals must be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner will have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals will, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any

submittal may be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal will be for the sole purpose of examining the general management, design, and details of the proposed Work, does not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and may not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor is responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

#### **1.4 Review and Interpretation of Contract Provisions**

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor must, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned is understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor must promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract governs is final, and any corrective work required does not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

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

#### **1.5 Conditions at the Work Site; Record Drawings**

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to

## CONTRACT

Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor is solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor must check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor must lay out the Work in accordance with this Contract and must establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor must verify and be responsible for dimensions and location of such pre-existing work. Contractor must notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor must carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor must submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the drawings identified in Attachment C.

### **1.6 Technical Ability to Perform**

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

### **1.7 Financial Ability to Perform**

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

### **1.8 Time**

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

**1.9 Safety at the Work Site**

Contractor is solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement applies continuously and is not limited to normal working hours. Contractor must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor must conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way are rendered unsafe by Contractor's operations, Contractor must make such repairs or provide such temporary ways or guards as are acceptable to the proper authorities.

**1.10 Cleanliness of the Work Site and Environs**

Contractor must keep the Work Site and adjacent areas clean at all times during performance of the Work and must, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

**1.11 Damage to the Work, the Work Site, and Other Property**

The Work and everything pertaining thereto is provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor is fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor must, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor will have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor must, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

**1.12 Subcontractors and Suppliers**

A. Approval and Use of Subcontractors and Suppliers. Contractor must perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor must be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract does not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract is subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor must immediately upon notice from Owner terminate such subcontractor or supplier. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

**1.13 Simultaneous Work By Others**

Owner has the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor must make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor must afford Owner and other contractors reasonable opportunity for the execution of such other work and must properly coordinate the Work with such other work.

**1.14 Occupancy Prior to Final Payment**

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

**1.15 Owner's Right to Terminate or Suspend Work for Convenience**

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, Contractor must, as and to the extent directed, stop Work

under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner must pay Contractor (1) such direct costs, excluding overhead, as Contractor has paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment may be offset by any prior payment or payments and is subject to Owner's rights to withhold and deduct as provided in this Contract.

## ARTICLE II: CHANGES AND DELAYS

### 2.1 Changes

Owner has the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time must be made within two business days following receipt of such Change Order, and may, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order will entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

### 2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor must, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time will be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, may be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

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

**3.1 Inspection; Testing; Correction of Defects**

A. Inspection. Until Final Payment, all parts of the Work are subject to inspection and testing by Owner or its designated representatives. Contractor must furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work must be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner must pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor must pay such cost.

C. Correction. Until Final Payment, Contractor must, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

**3.2 Warranty of Work**

A. Scope of Warranty. Contractor warrants that the Work and all of its components will be free from defects and flaws in design, workmanship, and materials; must strictly conform to the requirements of this Contract; and will be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed is in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor must, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty may be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work may be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and may not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner is a precondition to Final Payment and does not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

**3.3 Owner's Right to Correct**

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

**ARTICLE IV: FINANCIAL ASSURANCES**

**4.1 Bonds**

Contemporaneous with Contractor's execution of this Contract, Contractor must provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor must, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

**4.2 Insurance**

Contemporaneous with Contractor's execution of this Contract, Contractor must provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies must be in a form, and from companies, acceptable to Owner. Such insurance must provide that no change, modification in, or cancellation of any insurance becomes effective until the expiration of 30 days after written notice thereof has have been given by the insurance company to Owner. Contractor must, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

**4.3 Indemnification**

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of it elected officials, officers, employees, attorneys, agents, and representatives against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or

not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused solely by the negligence of Owner.

## ARTICLE V: PAYMENT

### 5.1 Contract Price

Owner must pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

### 5.2 Taxes and Benefits

Owner is exempt from and will not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

### 5.3 Progress Payments

A. Payment in Installments. The Contract Price must be paid in monthly installments in the manner set forth in Attachment A ("Progress Payments").

B. Pay Requests. Contractor must, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request must be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request must include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

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

**5.4 Final Acceptance and Final Payment**

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor must notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion must be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("Punch List Work").

B. Punch List and Final Acceptance. The Work may be finally accepted when, and only when, the whole and all parts thereof have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner must make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner must make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor must submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner must pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment must be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment will operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

**5.5 Liens**

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

B. Waivers of Lien. Contractor must, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor

performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor must, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner will have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

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

## 5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner will have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

**ARTICLE VI: DISPUTES AND REMEDIES****6.1 Dispute Resolution Procedure**

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor must, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor is conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor will be held to resolve the dispute. Within three business days after the end of the conference, Owner must render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it must, within three business days, give Owner notice thereof and, in such notice, must state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor will be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

**6.2 Contractor's Remedies**

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor will be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

**6.3 Owner's Remedies**

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner will have the right, at its election and

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without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

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

**6.4 Owner's Special Remedy for Delay**

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

**6.5 Terminations and Suspensions Deemed for Convenience**

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified will automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

**ARTICLE VII: LEGAL RELATIONSHIPS  
AND REQUIREMENTS**

**7.1 Binding Effect**

This Contract is binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party is deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

**7.2 Relationship of the Parties**

Contractor will act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract may be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

**7.3 No Collusion/Prohibited Interests**

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it is found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner's option, be null and void.

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Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

### **7.4 Assignment**

Contractor may not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval will not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

### **7.5 Confidential Information**

All information supplied by Owner to Contractor for or in connection with this Contract or the Work must be held confidential by Contractor and may not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

### **7.6 No Waiver**

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

### **7.7 No Third Party Beneficiaries**

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor may be made or be valid against Owner.

**7.8 Notices**

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

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

	<u>with a copy to:</u>
Village of La Grange	Holland & Knight LLP
53 South La Grange Road	131 South Dearborn Street, 30th Floor
La Grange, Illinois 60525	Chicago, Illinois 60603
Attention: Ryan Gillingham, P.E.	Attention: Mark Burkland

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

**INSITUFORM TECHNOLOGIES USA, INC.**  
**17988 EDISON AVENUE**  
**CHESTERFIELD, MO 63005**

**ATTN: MR. H. DOUGLAS THOMAS**

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

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

**7.9 Governing Laws**

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

**7.10 Changes in Laws**

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

**7.11 Compliance with Laws**

A. Compliance Required. Contractor must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section) (a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Contract); any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act [of 1970, 15 USC §§ 651 et seq.].

B. Liability for Fines, Penalties. Contractor is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

C. Prevailing Wage Act. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"), must submit to the Village a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that (A) such records are true and accurate, (B) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (C) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor may rely on the certification of a subcontractor, provided that Contractor does not knowingly rely on a subcontractor's false certification. Upon two business days' notice, Contractor and each subcontractor must make available for inspection the records required to be made and kept by the Act (i) to the Village and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

D. Required Provisions Deemed Inserted. Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

**7.12 Compliance with Patents**

A. Assumption of Costs, Royalties, and Fees. Contractor will pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

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

**7.13 Time**

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days is construed to refer to calendar days.

**7.14 Severability**

The provisions of this Contract will be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract is held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract will be in any way affected thereby.

**7.15 Entire Agreement**

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

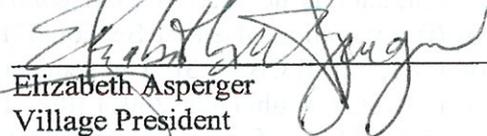
**CONTRACT**

**7.16 Amendments**

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

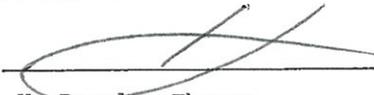
IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

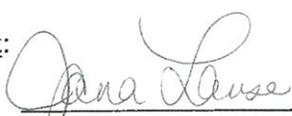
**VILLAGE OF LA GRANGE**

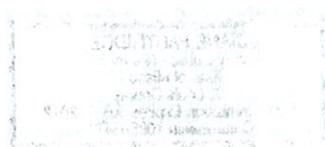
By:   
Elizabeth Asperger  
Village President

Attest:   
By: \_\_\_\_\_  
Name: Thomas Morsch  
Title: Village Clerk

***INSITUFORM TECHNOLOGIES USA, INC.***

By:   
Name: H. Douglas Thomas  
Title: Vice President

Attest:   
By: \_\_\_\_\_  
Name: Jana Lause  
Title: Contracting & Attesting Officer



STATE OF ~~ILLINOIS~~ )  
MISSOURI ) SS  
COUNTY OF ST. LOUIS )

CONTRACTOR'S CERTIFICATION

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

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED this 26 day of August 2011.

**INSITUFORM TECHNOLOGIES USA, INC.**

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

Name: H. Douglas Thomas

Title: Vice President

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

By: Jana Lause

Name: Jana Lause

Title: Contracting & Attesting Officer

Subscribed and Sworn to before me this 26 day of August 2011.

My Commission expires: July 8, 2012

Diane Partridge  
Notary Public

(SEAL)



ATTACHMENT A

**SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS**

*[Check applicable boxes and insert required information.]*

1. **Project:**

Project Name: "Mason Drive Storm Sewer Lining Project"

The proposed construction consists of approximately 335 lineal feet of 30-inch storm sewer cast in place lining, pavement and landscape restoration, traffic control and protection, and other miscellaneous items of work.

2. **Work Site:**

The storm sewer to be lined is located in an easement between houses of 623/629 Mason Drive and 624/630 Glenwood Drive.

3. **Permits, Licenses, Approvals, and Authorizations:**

Contractor must obtain all required governmental permits, licenses, approvals, and authorizations, except:

**[IDENTIFY PERMITS, LICENSES, AND APPROVALS OBTAINED, OR TO BE OBTAINED, BY OWNER]**

---

No Exceptions

4. **Commencement Date:**

the date of execution of the Contract by Owner

\_\_\_\_\_ days following execution of the Contract by Owner

\_\_\_\_\_, 200\_

5. Completion Date:



60 days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract



\_\_\_\_\_, 20\_\_\_\_, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

6. Insurance Coverages:

A. Worker’s Compensation and Employer’s Liability with limits not less than:

(1) Worker’s Compensation: Statutory;

(2) Employer’s Liability:

\$ 500,000 injury-per occurrence

\$ 500,000 disease-per employee

\$ 500,000 disease-policy limit

Such insurance must evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$ 1,000,000 for vehicles owned, non-owned, or rented.

All employees must be included as insureds.

C. Comprehensive General Liability with coverage written on an “occurrence” basis and with limits no less than:

(1) General Aggregate: \$ 2,000,000

(2) Bodily Injury:

\$ 1,000,000 per person

\$ 1,000,000 per occurrence

(3) Property Damage:

\$ 1,000,000 per occurrence, and

\$ 2,000,000 aggregate.

(4) Other Coverages: \_\_\_\_\_

Coverages must include:

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

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

Railroad exclusions must be deleted if Work Site is within 50 feet of any railroad track.

All employees must be included as insured.



D. Builders Risk Insurance. This insurance must be written in completed value form, must protect Contractor and Owner against “all risks” of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and must be designed for the circumstances that may affect the Work.

This insurance must be written with limits not less than the insurable value of the Work at completion. The insurable value must include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance must include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance must include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company's consent.



E. Owner's and Contractor's Protective Liability Insurance. Contractor, at its sole cost and expense, must purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$\_\_\_\_\_.

F. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.



G. Deductible. Each policy must have a deductible or self-insured retention of not more than \$\_\_\_\_\_.



H. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:

Worker's Compensation; Motor Vehicle Liability, CGL

The Additional Insured endorsement must identify Owner as follows:

The Village of La Grange and its boards, commissions, committees, authorities, employees, agencies, officers, voluntary associations, and other units operating under the jurisdiction and within the appointment of its budget.



I. Other Parties as Additional Insureds. In addition to Owner, the following parties must be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
Baxter & Woodman, Inc.	CGL

7. Contract Price:A. LUMP SUM CONTRACT

For providing, performing, and completing all Work, the total Contract Price of:

Forty-six thousand one hundred sixty-one Dollars and zero Cents  
(in writing) (in writing)

\$46,161 Dollars and \$0.00 Cents  
(in figures) (in figures)

8. Progress Payments:

A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.

B. Value of Work. The Value of the Work will be determined as follows:

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

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

C. Application of Payments. All Progress and Final Payments made by Owner to Contractor will be applied to the payment or reimbursement of the costs with respect to which they were paid and will not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

9. **Per Diem Administrative Charge:**

\_\_\_\_\_ dollars (\$ \_\_\_\_\_)

No Charge

ATTACHMENT B  
**SPECIFICATIONS**



## SECTION 33 01 30.75

### CURED IN PLACE PIPE

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Provide storm sewer pipeline cleaning, televising, and cured-in-place pipe where shown on the Drawings, specified herein, and as needed for a complete and proper rehabilitation of the sewer.
- B. Provide labor, materials, tools, and equipment necessary to perform all work specified in this Section.

##### 1.2 SUBMITTALS

- A. Comply with pertinent provisions of the Contract.
- B. Submit shop drawings, including:
  - 1. Technical data sheet for each product to be used including manufacturer's recommended installation procedures and written certification of compliance with ASTM standards for all materials.
  - 2. Material Safety Data Sheets (MSDS) for resin to be used.
  - 3. Project specific guidelines and recommendations.
  - 4. Cured-in-place pipe design calculations, including manufacturer's validation of contractor's design calculations or manufacturer's design worksheet for each separate liner to be installed.
  - 5. Manufacturer's recommendation for the following:
    - a. Minimum and maximum temperature to be maintained in the cured-in-place pipe during the cure period and post-cure period.
    - b. Minimum and maximum pressures to be maintained in the cured-in-place pipe during the inversion and during the cure period.
- C. Submit at the preconstruction meeting for review and approval by Owner and Engineer:
  - 1. Plan for bypassing of storm water.
  - 2. Traffic control plans.
- D. Submit prior to installation of the cured-in-place pipe:
  - 1. Pre-rehabilitation television inspection videos and written logs.
    - a. The cleaning and televising must be completed and submitted no more than seven days and no less than three (3) days prior to installing the liner.
    - b. Comply with paragraph 2.2 of this Specification for television inspection format.

- E. Submit after installation of the cured-in-place pipe, but before submitting application for final payment:
  - 1. Wet-out report for each separate liner including quantity of resin impregnated.
  - 2. Written log of pressure readings during the inversion and cure periods.
  - 3. Written log of temperatures for each thermocouple used during the cure period and post-cure periods.
  - 4. Written log of water loss during the curing process, if applicable.
  - 5. Post-rehabilitation television inspection videos and written logs.
  - 6. Comply with paragraph 2.2 of this Specification for television inspection format.
    - a. Provide one set of DVDs of the pre and post-rehabilitation videos in addition to USB media.
    - b. Provide one set of a professionally prepared index listing the contents of each disc and a bound document containing the written logs grouped by disc content.

### 1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Certifications:
  - 1. Furnish manufacturer's certificate of compliance stating the contractor is certified to perform the work.
  - 2. Provide manufacturer's certification that the proposed resin system and cure schedule are appropriate for the proposed application and have been tested in laboratory and field conditions.
  - 3. The product shall have a minimum of 250,000 feet installed and shall have been in successful service in the United States for a minimum of 5 years.
  - 4. Installer must have successfully installed a minimum of 50,000 feet of the proposed CIPP product.

### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Maintain the manufacturer's recommended temperature range between the wet-out procedure and immediately before installation.
  - 1. Provide a refrigerated transport vehicle for liners impregnated off-site.

### 1.5 SPECIAL REQUIREMENTS

- A. Contractor to receive permission from Village prior to starting lining work in event of pending storms.
- B. Scope of Work Description:
  - 1. The work of the Pay Item consists of the installation of approximately 325 lineal feet of a 30-inch cured-in-place-pipe (CIPP) within an existing storm sewer complete in place located in an easement between 623/629 Mason Drive and 624/630 Glenwood Lane, including protection of staging areas;

protection, repair, or replacement of existing utilities and pipelines; bypass pumping of storm water around work areas; preparatory cleaning and television inspection of sewer, including root cutting and removal; delivery of final television inspection DVD to Engineer prior to installation of CIPP; installation of CIPP; traffic control and protection; testing of CIPP for watertightness by exfiltration method; sample testing by independent laboratory; final television inspection; and restoration of all paved areas, lawns, trees and shrubbery of same type and size, and parkways disturbed as a part of construction.

2. This Pay Item includes determination of areas where grouting of voids above sewer from the surface is required.

C. Basis of Payment:

1. The work will be paid for at the Contract Lump Sum Price for CURED-IN-PLACE-PIPE (MH TO MH) for manhole sections noted. The length of sewer noted in the contract is approximate and no additional payment will be considered if the sewer is found to be shorter or longer in the field.
2. No payment will be made until after the liner is successfully installed and the Engineer reviews the post-rehabilitation videos and finds no defects, and reviews and accepts the third party testing results.

## PART 2 - PRODUCTS

### 2.1 PREPARATORY CLEANING EQUIPMENT

A. General:

1. Provide equipment capable of removing all debris in preparation for televising and installation of CIPP.

B. High-Velocity Jet (Hydrocleaning) Equipment:

1. Provide equipment with a selection of 2 or more nozzles capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned.
2. Provide equipment capable of producing a minimum of 2,000 psi at 65 gpm for light cleaning.
3. Provide higher capacity cleaning equipment for large diameter pipes and heavy cleaning.
4. Accessories:
  - a. Provide a root cutter or a sand nozzle if the condition of the sewer necessitates.

### 2.2 INTERNAL SEWER INSPECTION EQUIPMENT

A. General:

1. Provide a closed circuit television (CCTV) and audio-video recording system for internal inspection of mainline sewer capable of producing picture quality to the satisfaction of the Owner's representative.

2. Provide the following formats for media for the television inspections.
    - a. Pre-rehabilitation inspections:
      - (1) Inspections shall be conducted in digital format (.mpg, .avi, or other approved format) and submitted on one USB flash drive or USB 2.0 hard drive.
    - b. Post-rehabilitation inspections:
      - (1) Inspections shall be conducted in digital format (.mpg, .avi, or other approved format) and two (2) copies submitted on separate (minimum two (2)) USB 2.0/3.0 portable hard drives, each with a minimum capacity of 1 terabyte (1 Tb). Include pre-rehabilitation inspections on same drives.
  3. Label each video file by the MH-MH number followed by either "pre" or "post" to correspond with the state of rehabilitation.
- B. Television Camera:
1. Provide a digital color television camera designed and constructed for sewer inspection with the following capabilities:
    - a. High-resolution color-chip camera and monitor capable of producing a minimum of 650 lines of resolution.
    - b. Adequate and adjustable directional lighting to allow a clear picture of the entire periphery of the pipe.
    - c. Provide auxiliary lighting for sewers larger than 12-inch diameter.
    - d. Operable in 100 percent humidity conditions.
    - e. Use a camera that has a 360 degree radial by 270 degree pan-and-tilt viewing field.
    - f. Remote or manually propelled.
    - g. Electronic footage counters accurate to less than 1 percent error over the length of the particular sewer being inspected.
    - h. Skids or floatation device where it is necessary to raise the camera in large sewers specifically sized for each pipe diameter to position the camera in the center of the pipe.
- C. Audio-Video Recording System:
1. Provide the total audio-video recording system and procedures as required to produce a high quality digital video and audio production of bright, sharp, clear pictures with accurate colors, free from distortion. The audio portion shall have proper volume and clarity and shall be free from distortion.
  2. Record inspections electronically and create DVDs directly from digital content without an intermediate analog conversion.

### 2.3 BYPASS PUMPING EQUIPMENT

- A. Provide all pumps, hoses, temporary piping, and plugs required to bypass flow around sewer sections to be rehabilitated.
  1. Size equipment to transport peak flow rates and to prevent excessive surcharging in the upstream sewer.
  2. Provide ramps for street and driveway crossings, barricades, and traffic control.
- B. Provide portable generators to power temporary bypass pumping.

## 2.4 CURED-IN-PLACE PIPE (CIPP)

### A. General:

1. Provide flexible/resin-impregnated polyester felt tube sized to provide a tight fitting liner within the existing sewer when cured.
2. Provide product that complies with all requirements of ASTM F1216-09.

### B. Material:

1. Provide a tube consisting of one or more layers of flexible needle felt or an equivalent nonwoven or woven material capable of carrying resin, withstanding installation pressures and curing temperatures. The outside layer of the tube shall be coated with an impermeable, flexible membrane that will contain the resin and allow the resin impregnation (wet-out) procedure to be monitored.
  - a. Comply with ASTM F1216-09, Section 5.1.
  - b. The wall color of the pipe liner after installation shall not be of a dark color or a non-reflective nature that could inhibit proper closed circuit television inspection.
  - c. Material will allow resin migration between new lining and host pipe.
2. Provide a tube with relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design CIPP wall thickness.
3. Mark the tube for distance at regular intervals along its entire length, not to exceed 5 feet.
4. Provide a styrene-based, thermoset resin and catalyst system or an epoxy resin and hardener that is compatible with the inversion process.
  - a. Comply with ASTM F1216-09, Section 5.2.

### C. Design Parameters:

Pipe Condition	Fully deteriorated
Depth to pipe invert	Per Exhibit
Design life (yrs)	50
Safety factor	2
Groundwater level	At surface
Ovality circumference	5%
Soil modulus	1000 psi
Soil density	120 lbs/cu. ft.
Poisson's Ratio	0.3

### D. Minimum Structural Properties:

1. Flexural strength: 4500 psi per ASTM D-790.
2. Flexural modulus: 250,000 psi per ASTM D-790.
3. Final structural properties: Determined by basis of design.
4. Thickness: Comply with ASTM F-1216, Appendix X1.
  - a. Provide a minimum pre-cured thickness of 6mm for all CIPP installed regardless of calculations showing thinner wall thickness is adequate.

- b. Provide a minimum post-cured thickness of at least 85-percent of the pre-cured thickness, or the minimum required thickness based on the design parameters, whichever is greater.
- E. Acceptable manufacturers:
- 1. Insituform.
  - 2. Inliner.
  - 3. National Liner.
  - 4. Premier.
  - 5. CIPP.

## PART 3 - EXECUTION

### 3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.
- B. Provide protective sheeting under wheel tracks of all vehicles entering grassed areas unless otherwise directed by the Engineer.
- C. Protect utilities in area of construction.
  - 1. Contact JULIE at any locations where excavation is required.
- D. Restore all areas of construction to preconstruction condition, including streets, sidewalks, curbs, trees and shrubbery of same type and size, and lawns and parkways.

### 3.2 EXISTING PIPING

- A. Protect existing piping throughout the area of proposed work.
  - 1. All existing piping to remain in use unless a change is approved by the Engineer.

### 3.3 PUBLIC NOTIFICATION

- A. Implement a public notification program for all users affected by the rehabilitation work.
  - 1. Deliver a written notice to each home or business the day prior to the beginning of work being conducted on the section of sewer. As a minimum, include a description of the work, special instructions for the users, and a local telephone number of the Contractor.

### 3.4 PREPARATORY CLEANING

- A. Provide preparatory cleaning of the sewer section to be lined prior to installing CIPP.
  - 1. Completely remove all grease, debris and roots with high velocity jet.
  - 2. Remove all mineral deposits to within 1/4-inch of the pipe wall.

3. Trim protruding service laterals to within ½-inch of the pipe wall.
  4. Report all unforeseen conditions to the Engineer immediately.
  5. Remove and dispose of existing debris and debris resulting from the cleaning operation from the downstream manhole of the sewer section. Passing of debris through subsequent sections is not permitted.
  6. Flush each sewer again to remove accumulated debris immediately before installing CIPP.
- B. The Owner will provide water at no cost to the Contractor for preparatory cleaning.
1. The Contractor may fill his tank truck at approved fire hydrants adjacent to the work sites. The contractor will need to obtain a meter with Department of Public Works, which will require a deposit for the meter.
  2. Provide a backflow prevention device approved by the Owner when connecting to the water supply system.
  3. The Contractor can fill up any trucks at the Public Works yard at 320 East Avenue without the need for obtaining a meter.
  4. Open and close hydrants slowly to minimize disruption in the water mains and to prevent water hammer.
  5. Open the hydrant fully when withdrawing water.
  6. After closing, allow water to drain back down the hydrant barrel before re-installing the cap.
  7. Meter the amount of water taken from the Owner's system and provide a written water use log to the Owner at the end of the project.
  8. Report any hydrant malfunctions to the Owner.

### 3.5 CORRECTION OF EXISTING CONDITIONS

- A. Bring to the attention of the Engineer sections of pipe where voids exist above the pipe and you believe grouting of voids above sewer is warranted.
1. Obtain Engineer's approval to add sections of grouting to the Contract.
- B. Bring to the attention of the Engineer sections of collapsed pipe, displaced joints, or pipe ovality that is severe to a point that the CIPP can not be properly installed.
1. Obtain Engineer's approval to add locations for excavation and replacement repair to the Contract.

### 3.6 INTERNAL SEWER INSPECTION

- A. Begin each inspection with written and **verbal explanation** of the current date, project name, and Owner; followed by the general locations, manhole segment and direction of viewing and beginning footage count superimposed on the video signal. Provide continuous footage counter and manhole segment throughout the entire video recording.
- B. Conduct the inspections from the upstream to the downstream manhole. Utilize "reverse" direction inspections only if television equipment encounters an impassible obstruction that requires the camera to be inserted in downstream manhole in order to complete the inspection.

1. The cost to reset the televising equipment for a reverse setup is considered incidental to the cost of that section.
  2. **All inspections shall begin at the center of the beginning manhole** and conclude at the center of the ending manhole. Sewer inspections begun within sewer segments will not be accepted.
  3. Maintain **continuous verbal commentary** of the sewer inspection for entire length of inspection. This is utilized as a cross-check against written logs and is useful as a reminder of which sewer section is being televised.
- C. Move the camera, at a speed no greater than 30 feet per minute.
- D. Inspect the entire length of the sewer section.
- E. Use air blowers, fans, or other means to evacuate steam from the sewers if such conditions exist.
- F. Stop at all service connections, pan and look up service, and note items such as type of connection, plugs, leaks, type of material, etc.
1. Adjust focus and lighting as needed to obtain a bright clear view of the connection and service pipe.
  2. Position the camera to view as far up the service as possible.
- G. Stop camera and pan and look up in all manholes.
- H. Stop televising if camera becomes submerged.
1. Use high-pressure jetting or other means to lower water level to a point below camera.
  2. Provide temporary plugs if necessary, or directed by the Owner's representative.
  3. Perform by-pass pumping if necessary, or directed by the Owner's representative.
- I. Documentation:
1. Inspection Logs:
    - a. Provide inspection logs with the following information:  
 Owner's Name.  
 Inspector's Name.  
 Crew Chief's Name.  
 Date.  
 From MH No.\_\_\_\_ .  
 To MH No.\_\_\_\_ .  
 Direction of Flow.  
 Type of Pipe.  
 Section Length.  
 Pipe Size.  
 Depth of Upstream and Downstream Manholes.  
 Direction of Inspection (camera movement).
    - b. Document the footage and clock orientation of all building service connections.
    - c. Use terminology generally accepted by the industry.

- d. Provide computer generated entries on inspection logs.
  - e. Complete inspection log in the field.  
Provide an audio track describing all information documented in the Inspection Log.
- J. Submit pre-rehabilitation and post-rehabilitation inspection video to the Engineer as specified in paragraph 2.2 A.

### 3.7 CURED-IN-PLACE PIPE (CIPP)

- A. Conduct operations in strict accordance with applicable OSHA standard involving scaffolding and working in confined spaces.
- B. Do not install CIPP in any sewer where the Engineer has not reviewed and approved the liner thickness calculations and the pre-rehabilitation inspection.
- C. Provide by-pass pumping of storm water around section of sewer being repaired if pumping is necessary to properly perform the work.
- D. Provide the necessary quantity of resin to meet the design structural and thickness requirements.
  - 1. Allow for polymerization shrinkage and the potential loss of resin during installation through cracks and irregularities in the pipe wall.
- E. Install wet-out tube by the inversion process and the application of hydrostatic head, or air pressure, sufficient to extend CIPP to next installation point, hold pipe tight to existing sewer wall and prevent damage to the tube.
  - 1. Resin and impregnated felt shall be stored as per manufacturers requirements.
  - 2. Maintain pressure in accordance with manufacturer's requirements.
  - 3. Monitor gauge pressure during the inversion and curing process.
  - 4. Shape to match existing pipe prior to insertion.
    - a. Maximum 15% out-of-round.
    - b. Maximum 5% deficiency in design thickness of liner.
- F. Cure the CIPP by raising the water or steam temperature in the CIPP to a point necessary to properly cure the pipe.
  - 1. The temperature required will be determined by the resin/catalyst system employed. Maintain temperature during cure period and post-cure period in accordance with manufacturer's requirements.
  - 2. Provide monitors to gauge temperature of incoming and outgoing water supply, or steam.
  - 3. Provide thermocouples to measure the temperature underneath the impregnated tube in the installation manhole, termination manhole, and all intermediate manholes.
  - 4. Cool CIPP to a temperature below 100 degrees F for water cure and 113 degrees F for steam cure prior to reducing static head. Slowly drain so as not to create a vacuum in the newly hardened CIPP.
  - 5. No visual defects, including delamination, pinholes, un-impregnated or cured spots, or foreign bodies are acceptable.

- G. Obtain a representative restrained sample from each liner installed.
1. For pipe sizes 18 inches and smaller, use a minimum one (1) foot long piece of PVC pipe of the same size as the host pipe in the downstream manhole.
  2. For pipe sizes greater than 18 inches, use a plate sample apparatus a minimum of 12 inches square.
  3. Cure the samples along with the liner.
  4. Provide all materials and equipment for the sampling work.
  5. Mark each sample with the date taken and the MH to MH section using a permanent marker.
  6. Cut and store each sample as directed by the Engineer.
  7. Send samples selected by the Engineer to a State certified laboratory approved by the Engineer.
    - a. Test for Modulus of Elasticity, Flexural Strength, and thickness.
    - b. Direct laboratory to send results directly to the Engineer.
    - c. All samples that fail to meet the structural requirements will require an additional sample to be submitted and tested at no additional cost to the Owner.

### 3.8 RESTORATION

- A. Restore all areas of work to pre-construction conditions.

END OF SECTION

SECTION 01 45 29

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section describes testing to be provided by an independent testing laboratory service.
- B. Related work:
  - 1. Requirements for specific tests will be described in various Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Provide the services of a testing laboratory approved by the Engineer.
- B. Upon completion of each test and/or inspection, promptly distribute copies of test or inspection reports to the Engineer, to governmental agencies requiring submission of such reports, and to such other persons as directed by the Engineer.

1.3 TESTING AGENCY DUTIES AND LIMITS OF AUTHORITY

- A. Cooperate with the Engineer and the Contractor; provide qualified personnel and equipment to perform the scope of testing work outlined.
- B. Acquaint the Engineer and the Contractor with testing procedures for special conditions encountered at the site.
- C. Perform specified monitoring, sampling, and testing of the materials and construction.
  - 1. Comply with specified standards, ASTM, other authorities, and as specified.
  - 2. Ascertain compliance with the Contract Documents.
  - 3. Obtain written acknowledgment of sampling or testing.
- D. Give prompt written notice to the Engineer and the Contractor of irregularities or deficiencies of work which are observed during performance of service.
- E. The Laboratory is not authorized to release, revoke, alter or enlarge the Contract requirements, nor to approve or accept any portion of the work, nor to perform the duties of the Contractor.

## PART 2 - PRODUCTS

### 2.1 PAYMENT FOR TESTING

- A. Include within the Contract Price an amount sufficient to cover all testing required of the Contractor under pertinent Sections of these Specifications, and to cover all testing and inspecting required by governmental agencies having jurisdiction.
- B. The Owner will pay for all testing and inspecting specifically requested by the Engineer over and above those described in Paragraph 2.1 A. above.
- C. When tests indicate noncompliance with the Contract Documents, all testing and subsequent retesting occasioned by the noncompliance shall be performed by the same testing laboratory and the costs thereof shall be paid by the Contractor.

## PART 3 - EXECUTION

### 3.1 TAKING SPECIMENS

- A. Except as may be specifically otherwise approved by the Engineer, have the testing laboratory secure and handle all samples and specimens for testing.

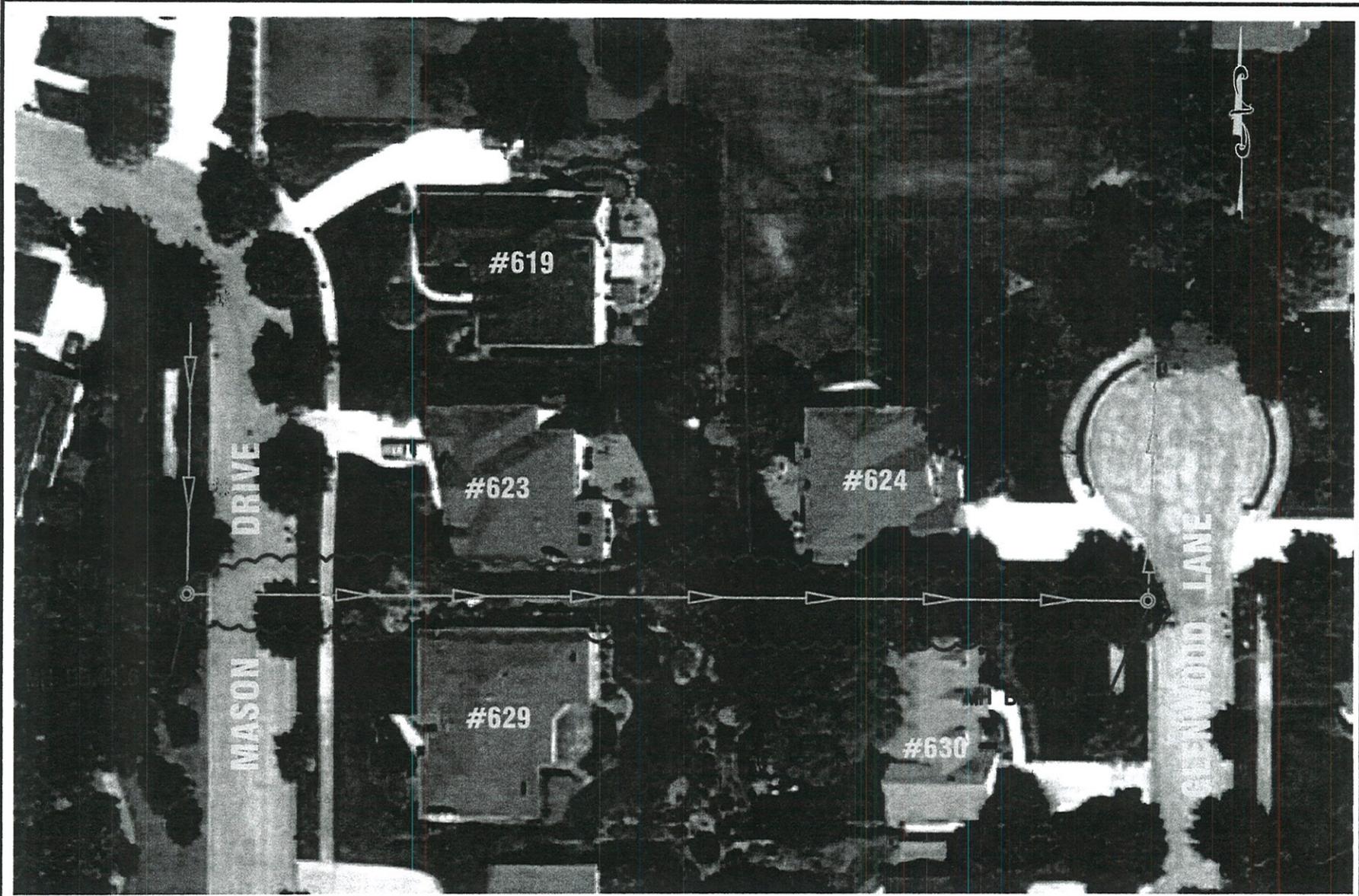
### 3.2 COOPERATION WITH TESTING LABORATORY

- A. Provide access to the Work at all times and at all locations where the Work is in progress. Provide facilities for such access to enable the laboratory to perform its functions properly.
- B. Furnish casual labor and facilities:
  - 1. To obtain and handle samples at the site or at the source of the product to be tested.
  - 2. To facilitate testing operations.
  - 3. For laboratory's exclusive use for storage and curing of test samples on site.
- C. Notify the testing agency sufficiently in advance of operations to allow for assignment of personnel and scheduling of its operations.
- D. Provide the testing laboratory with copies of approved relevant shop drawings.

END OF SECTION

I:\MOKEVA\LAGRV\110242-MASON SEWER\CADD\DRAWINGS\110242-AERIAL EXHIBIT.DWG EXHIBIT

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 Chicago, Illinois 312.578.0500

**VILLAGE OF LA GRANGE, ILLINOIS**

623 MASON DRIVE  
 30" STORM SEWER CIPP LINER

EXHIBIT A

DESIGNED BY ASA	SCALE 1" = 50'
DRAWN BY TJB	PROJECT NO. 110242.10
CHECKED BY DJW	SHEET NO.
DATE 5-4-11	1 OF 1



APPENDIX 1

**PREVAILING WAGE ORDINANCE**

# 4014619\_v2



VILLAGE OF LA GRANGE

ORDINANCE NO. O-11- 14

AN ORDINANCE ASCERTAINING THE PREVAILING RATE OF WAGES  
FOR LABORERS, MECHANICS, AND OTHER WORKERS  
FOR VILLAGE OF LA GRANGE PUBLIC WORKS PROJECTS IN 2011

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, effective July 1, 1941, and codified as amended at 820 ILCS 130/1 *et seq.* (the "Act"); and

WHEREAS, the Act requires that the Village of La Grange (the "Village") investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics, and other workers in the locality of the Village who are employed in performing construction of public works for the Village;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange, County of Cook and State of Illinois, as follows:

Section 1. Recitals. The foregoing recitals are hereby incorporated into this Ordinance as findings of the President and Board of Trustees.

Section 2. Ascertainment and Application of Prevailing Wages. To the extent and as required by the Act, the general prevailing rate of wages in this locality for laborers, mechanics, and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County area as determined by the Department of Labor of the State of Illinois as of June 2011, a copy of that determination being attached hereto and incorporated herein by reference as Exhibit A. As required by the Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June 2011 determination and apply to any and all public works construction undertaken by the Village.

Section 3. Contractors' Responsibility. Each contractor or subcontractor engaged in construction of public works for the Village to which the general prevailing rate of hourly wages are required by the Act to be paid shall submit to the Village a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Act. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor that certifies that (A) such records are true and accurate, (B) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (C) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor may rely on the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon two business days' notice, the contractor and each subcontractor shall make available for inspection the records required to be made and kept by the Act (i) to the Village and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

Section 4. Definitions: Applicability. The definition of any term appearing in this Ordinance that also is used in the Act shall be the same as in the Act. Nothing herein contained shall be construed to apply to the general prevailing rate of wages for Cook County as herein ascertained to any work or employment except public works construction of the Village conducted in Cook County to the extent required by the Act.

Section 5. Posting and Inspection Notices. The Village Clerk shall publicly post or keep available for inspection by any interested party in the main office of the Village this determination or any revisions to the prevailing rate of wages for Cook County. A copy of this determination or of any revised determination of prevailing rate of wages for Cook County then in effect shall be attached to all public works construction contract specifications. When a public work project has been awarded with the use of a public bid, contract, or project specification, then reference to the rates stated in Exhibit A must be included in the bid, contract, or specification, and when a public work project has been awarded without the use of a public bid, contract, or project specification, then written notice must be included on a purchase order related to the work or on a separate document that not less than the rates stated in Exhibit A must be paid to all laborers, workers, and mechanics performing work on that public work project.

Section 6. Filing. The Village Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois.

Section 7. Publication. The Village Clerk shall cause a copy of this Ordinance to be published in a newspaper of general circulation within the area within 30 days after its filing with the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois, and such publication shall constitute notice that this determination is effective and that this is the determination of the Village.

Section 8. Mailing upon Request. The Village Clerk shall mail a copy of this determination to any employer, and to any association of employers, and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 9. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

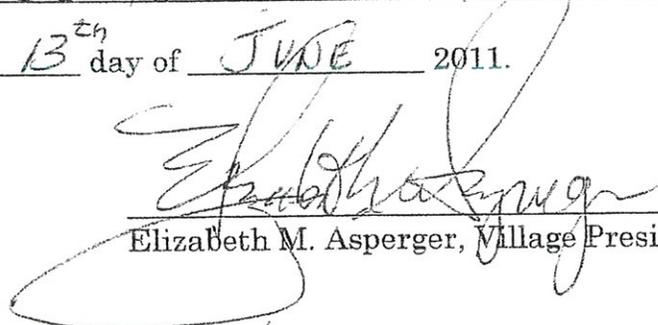
PASSED this 13<sup>th</sup> day of JUNE 2011.

AYES: TRUSTEES HOLDER, LANGAN, NOWAK AND PALERMO

NAYS: -0-

ABSENT: TRUSTEES HORVATH AND KUEHLER

APPROVED this 13<sup>th</sup> day of JUNE 2011.

  
Elizabeth M. Asperger, Village President

ATTEST:

  
Thomas Morsch, Village Clerk

**EXHIBIT A**

Illinois Department of Labor Prevailing Wages for Cook County  
June 2011

#0-11-14

## Cook County Prevailing Wage for June 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	10.63	8.570	0.000	0.450
ASBESTOS ABT-MEC		BLD		32.290	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.620
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON		ALL		41.850	43.850	2.0	1.5	2.0	9.850	10.06	0.000	0.220
CERAMIC TILE FNShR		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMM. ELECT.		BLD		36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRIC PWR GRNDMAN		ALL		31.860	46.430	1.5	1.5	2.0	8.010	10.13	0.000	0.240
ELECTRIC PWR LINEMAN		ALL		40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRICIAN		ALL		40.400	43.000	1.5	1.5	2.0	13.83	7.420	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		47.410	53.340	2.0	2.0	2.0	10.53	10.71	2.840	0.000
FENCE ERECTOR		ALL		32.660	34.660	1.5	1.5	2.0	10.67	10.00	0.000	0.500
GLAZIER		BLD		38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000	0.790
HT/FROST INSULATOR		BLD		43.050	45.550	1.5	1.5	2.0	10.82	11.86	0.000	0.620
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	12.45	17.09	0.000	0.300
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	10.63	8.570	0.000	0.450
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	10.63	8.570	0.000	0.450
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	10.63	8.570	0.000	0.450
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	3	44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	4	36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	1	43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	2	42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	4	39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER		ALL		40.200	42.450	2.0	2.0	2.0	10.67	14.81	0.000	0.500
PAINTER		ALL		38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS		BLD		32.770	36.800	1.5	1.5	1.5	2.600	2.620	0.000	0.000
FILEDRIVER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER		BLD		44.050	47.050	1.5	1.5	2.0	8.460	13.85	0.000	1.820
PLASTEREP		BLD		39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER		BLD		44.000	46.000	1.5	1.5	2.0	9.860	7.090	0.000	1.030
ROOFER		BLD		37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER		BLD		40.460	43.700	1.5	1.5	2.0	9.830	16.25	0.000	0.630
SIGN HANGER		BLD		28.960	29.810	1.5	1.5	2.0	4.700	2.880	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	8.500	8.050	0.000	0.450

#0-11-14

STEEL ERECTOR	ALL	40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STONE MASON	BLD	39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.430
TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

## Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)  
 OSA (Overtime is required for every hour worked on Saturday)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays)  
 H/W (Health & Welfare Insurance)  
 Pensn (Pension)  
 Vac (Vacation)  
 Trng (Training)

## Explanations

### COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed

#0-11-14

products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all

#0-11-14

material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including 3/4 cu yd.) .

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Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including  $\frac{3}{4}$  cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABC Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

#### OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for

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transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

