

# **Rock River Water Reclamation District Rockford, Illinois**

**Bidding Requirements and Contract Forms**

**for**

**Plant Roadway Improvements 2020**

**Capital Project No. 2106**

# **Rock River Water Reclamation District Rockford, Illinois**

## **Bidding Requirements and Contract Forms and *General Provisions and Technical Specifications* for *Sanitary Sewer Construction***

**for**

# **Plant Roadway Improvements 2020**

**Capital Project No. 2106**

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# Table of Contents

## I. Bidding Requirements

### Article 1 Notice to Bidders

### Article 2 Instructions to Bidders

- 1 General
- 2 Legal Requirements
- 3 General Instructions

### Article 3 Detailed Specifications

- 1 General
- 2 Notification, Access, and Special Conditions
- 3 Erosion and Sediment Control
- 4 Clearing and Grubbing / Tree Removal
- 5 Earth Excavation
- 6 Removal and Disposal of Unsuitable Material
- 7 Furnished Excavation
- 8 Grading and Shaping Ditches
- 9 Erosion Control Blanket
- 10 Perimeter Erosion Barrier
- 11 Inlet and Pipe Protection
- 12 Temporary Erosion Control Seeding
- 13 Stabilized Construction Entrance
- 14 Stone Riprap, RR 5, 30"
- 15 Filter Fabric
- 16 Aggregate Base Course, Type B
- 17 Aggregate Subgrade Improvement
- 18 Pavement Removal
- 19 Hot-Mix Asphalt Binder Course, IL-19.0, N50
- 20 Hot-Mix Asphalt Surface Course, IL-9.5, Mix "C", N50
- 21 Portland Cement Concrete Pavement, 10" (Jointed)
- 22 Winter Protection of Concrete
- 23 Portland Cement Concrete Sidewalk, 6"
- 24 Portland Cement Concrete Sleeper Slab
- 25 Combination Concrete Curb and Gutter Removal
- 26 Combination Concrete Curb and Gutter, Type M6.18 (Modified)
- 27 Class SI Concrete (Outlet)
- 28 Pipe Culverts Removal
- 29 Pipe Culverts, Class D, Type 1, 12"
- 30 Metal Flared End Sections, 12"
- 31 Removing Catch Basins
- 32 Fire Hydrants to be Adjusted
- 33 Manholes to be Adjusted
- 34 Valve Box to be Adjusted

- 34 Chain Link Fence Removal
- 35 Chain Link Fence, 6' Special
- 36 Temporary Fence
- 37 Remove Existing Concrete Foundation
- 38 Landscape Grading & Restoration
- 39 Traffic Control and Protection, Complete
- 40 Topsoil Furnish and Place, 6" Seeding,  
Class 1 with Fertilizer Seeding,  
Class 4A with Fertilizer
- 41 Construction Layout
- 42 Cleanup

## **II. Contract Forms**

Proposal  
Affidavit of Compliance  
Bid Bond  
Agreement  
Labor & Material Payment Bond  
Performance Bond

## **III. IDOT Check Sheets**

## **IV. General Provisions and Technical Specifications for Sanitary Sewer Construction (separate document incorporated by reference)**

**Section I**  
**Bidding Requirements**

## Article 1 — Notice to Bidders

The Rock River Water Reclamation District (District) will receive signed and sealed bids for the Plant Roadway Improvements 2020, Capital Project No. 2106, at the District office located at 3501 Kishwaukee Street, Rockford, Illinois until 2:00 PM on Tuesday, August 18, 2020 at which time and place responsive / responsible bids will be publicly opened and read aloud. Please note that submitted bid packets must be date-stamped and initialed prior to placement in the bid box located in the entrance vestibule of the Steve Graceffa Administration Building (3501 Kishwaukee Street Rockford, IL).

The Plant Roadway Improvements 2020, Capital Project No. 2106, consists of the construction of approximately 2,300 SY of 10" jointed Portland Cement Concrete pavement; 2,800 LF of combination Portland Cement Concrete curb and gutter; 3,000 SF Portland Cement Concrete sidewalk; Hot-Mix Asphalt paving; pipe culvert removal and installation; riprap; chain link fence removal and replacement; earth excavation; grading and shaping ditches; adjustment of utility manholes, water valves, and fire hydrants; turf restoration and all other appurtenances as indicated on the plans and in the specifications. The project is located at the Rock River Water Reclamation District's Treatment Plant grounds (3333 Kishwaukee Street Rockford, IL).

Bidder's attention is called to Article 2 – Instructions to Bidders 3.8 requirements for Statement of Qualifications. Bidder must have a permanent business office within forty (40) miles of the District office at 3501 Kishwaukee Street in Rockford, IL.

All underground construction, paving, testing, and restoration shall be completed by December 4, 2020. Liquidated damages shall be \$300.00 per calendar day.

Bid documents may be obtained at a cost of \$50.00 per set (non-refundable) by contacting the District Engineering Department at 815.387.7660.

Plans and specifications may also be viewed at the offices of the Northern Illinois Building Contractors Association at 1111 S. Alpine Rd, Rockford, IL. For more information, visit the District website at [www.rrwrd.dst.il.us](http://www.rrwrd.dst.il.us).

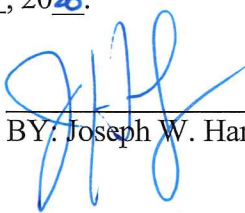
All construction shall be done in accordance with specifications on file with the District, including the *General Provisions and Technical Specifications for Sanitary Sewer Construction* (Current Edition) of the Rock River Water Reclamation District of Rockford.

Each proposal must be accompanied by the District Bid Bond form with an acceptable Bid Security attached, in the amount of five percent (5%) of the total bid price. This amount is a guarantee that, if the Proposal is accepted, a Contract will be entered into and its performance properly secured.

The successful bidder will be required to furnish a satisfactory Performance Bond in the full amount of the Bid or Proposal. No Bid shall be withdrawn without the consent of the District for a period of sixty (60) days after the scheduled time of receiving Bids.

The District, reserves the right to reject any or all bids, or any part thereof, or to accept any bid or any part thereof, or to waive any formalities in any bids, deemed to be in the best interest of the District.

Dated this 3rd day of August, 2020.

  
BY: Joseph W. Hanley, Legal Director

Not to be used for bidding purposes

## **Article 2 — Instructions to Bidders**

### **1 General**

#### **1.1 Scope and Intent**

This section of the contract documents is concerned with furnishing detailed information and requirements for preparing bids to prospective bidders, bidders' responsibility, the preparation and the submission of bids, basis for awarding the contract and other general information concerned with bidding and executing the contract.

#### **1.2 Contradictions**

If in the case of apparent contradiction between or among the Contract Documents, the Contract Documents shall be consulted in the following order: Addenda, Agreement, Supplementary Drawings, Instructions to Bidders, Detailed Specifications, Plans, District General Provisions and Technical Specifications for Sanitary Sewer Construction. The language in the first such document in which language regarding the conflict, error or discrepancy occurs shall control.

### **2 Legal Requirements**

#### **2.1 Illinois Regulations**

1. Public Act 100-1177 requires the Bidder to comply with prevailing wages in accordance with the Illinois Department of Labor Standards. The State of Illinois requires contractors and subcontractors on District projects to submit certified payroll reports via the State's Certified Transcript of Payroll Portal currently found at: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>. The Bidder is responsible for verifying current information at the State's website.
2. Public Act 83-1030 entitled "Steel Products Procurement Act" requires that steel products used or supplied in performance of this contract or subcontract shall be manufactured or produced in the United States with three exceptions.

The provisions of this Section shall not apply:

- a. Where the contract involves an expenditure of less than \$500.
  - b. Where the executive head of the public agency certifies in writing that
    - i. the specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or
    - ii. obtaining the specified products, manufactured or produced in the United States would increase the cost of the contract by more than 10%.
  - c. When its application is not in the public interest.
2. Public Act 96-929 (30 ILCS 570) provides that Illinois residents be employed on Illinois public works projects, provided there has been a period of excessive unemployment (5%) in the State of Illinois as defined in the Act; and, further, that Illinois workers are available and capable of performing the particular type work involved.
  3. Public Act 99-0933 requires that any party to a contract adopt and promulgate written sexual harassment policies that include, as a minimum, the following information:
    - a. the illegality of sexual harassment
    - b. the definition of sexual harassment under Illinois State law
    - c. a description of sexual harassment, utilizing examples



- d. my (our) organization's internal complaint process including penalties
- e. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission
- f. directions on how to contact the Department and the Commission
- g. protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act

Upon request, this information shall be provided to the Illinois Department of Human Rights and the District.

4. With regard to nondiscrimination in employment, the Contractor for this project will be required to comply with the Illinois Fair Employment Practices Commission's Rules and Regulations.
5. The Contractor for this project shall comply with the Occupational Safety and Health Act.
6. The Contractor for this project shall comply with the Federal Drug-Free Workplace Act.
7. Public Act 96-1416 requires the Certification of Clean Construction and Demolition Debris (CCDD) and uncontaminated soil prior to disposal at a CCDD fill site. The Contractor for this project shall comply with Public Act 96-1416 and be responsible for the certifications and any fees associated with the disposal at a CCDD fill site.
  - a. In the event that contaminated soil is uncovered on the project, the Contractor shall notify the District immediately. Any extra costs resulting from the presence of contaminated soil shall be evaluated in accordance with District General Provisions & Technical Specs for Sanitary Sewer Construction; General Conditions: Article 5 – Time Provisions and Article 8 – Changes.

## **2.2 Americans with Disabilities Act**

The Contractor for this project will comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA). The Contractor will hold harmless and indemnify Rock River Water Reclamation District (District) and their representatives from all:

1. suits, claims, or actions
2. costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlement
3. damages of any kind (including but not limited to actual, punitive, and compensatory damages)

relating in any way to or arising out of the ADA, to which said firm is exposed or which it incurs in the execution of the contract.

## **3 General Instructions**

### **3.1 Bidder's Responsibility**

Bidders are cautioned not to submit proposals until having carefully examined the entire site of the proposed work and adjacent premises and the various means of approach and access to the site, and having made all necessary investigations to inform themselves thoroughly as to the facilities for delivering, placing and handling the materials at the site, and having informed themselves thoroughly as to all difficulties involved in the completion of all the work under this Contract in accordance with its requirements.

Bidders must examine the Plans, Specifications and other Contract Documents and shall exercise their own judgment as to the nature and amount of the whole of the work to be done and for the bid prices must assume all risk of variance, by whomsoever made, in any computation or statement of amount or quantities necessary to complete fully the work in strict compliance with the Contract Documents. The Bidder must satisfy himself by making borings or test pits, or by such methods as he may prefer, as to the character and location of the materials to be encountered or work to be performed. No pleas of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill, in every detail, all of the requirements of the Contract Documents, or will be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

**The Contractor is responsible for verifying the location of all existing utilities in the project areas.**

The Bidder, therefore, shall satisfy himself by such means as he may deem proper as to the location of all structures that may be encountered in construction of the work.

### **3.2 Addenda and Interpretations**

No interpretation of the meaning of the Plans, Specifications, or other Contract Documents will be made to any bidder orally. Every request for such interpretation must be in writing addressed to the Rock River Water Reclamation District, 3501 Kishwaukee Street, Rockford, Illinois. To be given consideration, such request must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be sent by email, fax, or certified mail with acknowledgement of receipt requested, to all prospective bidders, at the respective addresses furnished for such purposes, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve said bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

### **3.3 Laws and Regulations**

The prospective bidder is warned that he must comply with all laws of the United States Government, State of Illinois, all ordinances and regulations of the District in the performance of the work under this contract. The Bidder's attention is specifically called to that provision of the General Conditions regarding the rate of wage to be paid on the work.

### **3.4 Quantities Estimated Only**

Bidders are warned that the estimate of quantities of the various items of work and materials, as set forth in the proposal form, is approximate only and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be less or more than so estimated, and if awarded a contract for the work specified, the Contractor further agrees that he will not make any claim for damages or for loss of profits or for an extension of time because of a difference between the quantities of the various classes of work assumed for comparison of bids and quantities of work actually performed.

### **3.5 Form, Preparation, and Presentation of Proposals**

For particulars as to the quantity and quality of the supplies, materials and equipment to be furnished, and the nature and extent of the work or labor to be done, prospective bidders are referred to the Contract Documents, which may be examined or obtained at the office of the District.

Each bid will be submitted upon the prescribed proposal form. All blank spaces for bid prices must be filled in, in ink, with the unit or total sum or both for which the proposal is made. If the proposal contains any omissions, erasures, alterations, additions or items not called for in the itemized proposal, or contains irregularities of any kind, such may constitute sufficient cause for rejection of bid. In case of any discrepancy in the unit price or amount bid for any item in the proposal, the unit price as expressed in figures will govern. In no case is the agreement form to be filled out or signed by the bidder.

***Bidders may opt to contact the District's Engineering Department at 815.387.7660 to obtain an electronic Proposal form. If used, this form must be attached to the hard copy proposal form and appropriately signed and executed with the bid.***

The bid must be verified and be presented on the prescribed form in a sealed envelope on or before the time and at the place stated in the Advertisement for Bids, endorsed with the name of the person, firm or corporation presenting it, the date of presentation, and the title of the work for which the bid is made. If forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed to Clerk of the Rock River Water Reclamation District, 3501 Kishwaukee Street, Rockford, Illinois, 61109 and be sent preferably by certified mail. The District will not accept facsimile generated bids.

### **3.6 Bid Security**

Each proposal must be accompanied by the District Bid Bond form with an acceptable Bid Security attached, in the amount specified in Article One, Notice to Bidders. This sum is a guarantee that, if the Proposal is accepted, a contract will be entered into and its performance properly secured. The District's Bid Bond Form included in the bid packet must be used. No other Bid Bond form may be substituted.

Within ten (10) days after the opening of bids, the deposits of all but the three lowest bidders will be returned. The deposits of the remaining two unsuccessful bidders will be returned within three (3) days after the execution of the contract, or, if no such contract has been executed, within sixty (60) days after the date of opening bids. The deposit of the successful bidder will be returned only after he has duly executed the contract and furnished the required bond and insurance.

### **3.7 Affidavit of Compliance**

**Each proposal must be accompanied by an executed Affidavit of Compliance.** A separate Affidavit of Compliance form is enclosed with the Proposal packet. Failure to submit an executed Affidavit of Compliance with the proposal may constitute sufficient cause for rejection of the bid.

### **3.8 Statement of Qualifications**

Each proposal must be accompanied by a Statement of Qualifications certifying that the bidder is registered to do business in the State of Illinois, has a permanent business office within forty (40) miles of the District office at 3501 Kishwaukee Street in Rockford, IL, and provides documentation that the bidder possesses the appropriate financial, material, equipment, facility and personnel resources and expertise necessary to meet all contractual obligations. The District reserves the right to request additional information as needed to evaluate bids prior to making an award.

### **3.9 Comparison of Proposals**

Bids on item contracts will be compared on the basis of a total computed price arrived at by taking the sum of the estimated quantities of each item, multiplied by the corresponding unit prices and including any lump sum bids on individual items, in accordance with the estimate of quantities set forth in the proposal form. Bids on lump sum contracts will be considered upon the basis of the lowest sum bid.

### **3.10 Acceptance of Bids and Basis of Award**

No bidder may withdraw his bid after the scheduled closing time for receipt of bids, for at least sixty (60) days.

The contract will be awarded, if at all, to the lowest responsive, responsible bidder. The Rock River Water Reclamation District also reserves the right to reject any or all bids.

The bidder whose proposal is accepted shall enter into a written contract for the performance of the work and furnish the required bonds and insurance certificate within ten (10) days after written notice by the Engineering Manager of the District has been served on such bidder personally or by mailing a postpaid wrapper to such bidder at the address given in his proposal. If the bidder to whom the contract is awarded refuses or neglects to execute it or fails to furnish the required bond and insurance within five (5) days after receipt by him of the notice, the amount of his deposit shall be forfeited and shall be retained by the District as liquidated damage and not as a penalty. It being now agreed that said sum is a fair estimate of the amount of damages that the District will sustain in case said bidder fails to enter into a contract and furnish the required bond and insurance. No plea of mistake in the bid shall be available to the bidder for the recovery of his deposit or as a defense to any action based upon the neglect or refusal to execute a contract.

#### **3.10.1 Evaluation of Responsiveness**

The responsiveness of bidders will be judged on the basis of the completeness of the bid submitted. To be responsive, a Bid must be submitted on the forms provided as part of the Bid Documents and comply with all the requirements of the Instruction to Bidders.

#### **3.10.2 Evaluation of Responsibility**

To be judged as responsible, the bidder shall:

- a. Have adequate financial resources for performance, the necessary experience, organization, technical qualifications, and facilities, or a firm commitment to obtain such by subcontracts;
- b. Be able to comply with the required completion schedule for the project;
- c. Have a satisfactory record of integrity, judgment, and performance, including, in particular, any prior performance on contracts from the District;
- d. Have an adequate financial management system and audit procedures, that provide efficient and effective accountability and control of all property, funds, and assets;
- e. Conform to the civil rights, equal employment opportunity and labor law requirements of the Bid Documents.
- f. Have satisfactorily completed no less than three (3) sanitary sewer system contracts within the past five (5) years of equal or greater value to the bid being submitted.

### **3.11 The Rejection of Bids**

The District reserves the right to reject any bid if the evidence submitted in the statement of the bidder's qualifications, or if investigation of such bidder fails to satisfy the District that such bidder is properly qualified to carry out the obligations and to complete the work contemplated therein. Any or all proposals will be rejected if there is reason to believe that collusion exists among the bidders. Conditional bids will not be accepted. The District reserves the right to reject any and all bids and to accept the bid which they deem most favorable to the interest of the District after all proposals have been examined and canvassed.

### **3.12 Insurance and Bonding**

Contractor shall provide all necessary insurance and bonds required to complete the project. No more than ten (10) calendar days subsequent to the District's issuance of an award letter, the Contractor shall provide documentation to prove that he has obtained all required insurance and bonds. The District shall be the sole judge as to the acceptability of any such proof.

Contractor shall provide and maintain all insurance and bonds as required by the District.

#### **3.12.1 General**

The Contractor shall ensure that:

1. All insurance policies shall be specific to the project.
2. The insurance certificate shall state: This certifies that the insurance coverage meets or exceeds that required for Plant Roadway Improvements 2020, Capital Project No. 2106.
3. The District shall be named as Additional Insured in all policies; this shall include the Owners Contractors Protective Policy option.
4. All completed operations coverages and bonds shall remain in force for a period of two (2) years following acceptance of the project and completed operations shall stay in force for two (2) years following completion of the project.

#### **3.12.2 Insurance**

The Contractor shall, for the duration of the contract and for two (2) years following project acceptance, maintain the following:

1. **General Liability**: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit. The Contractor shall provide "XCU" coverage.
2. **Automobile Liability**: \$1,000,000 combined single limit per accident for bodily injury and property damage including coverages for owned, hired or non-owned vehicles, as applicable.
3. **Workers' Compensation and Employers Liability**: Workers' Compensation limits as required by statute and Employers Liability limits of \$500,000 per accident and \$500,000 per disease.
4. **Umbrella**: \$2,000,000 per occurrence/aggregate for contracts valued at \$500,000 or over, or \$1,000,000 for contracts below \$500,000. \$10,000 is maximum allowable self-retained limit.
5. **Errors and Omissions**: If the Contractor performs professional services, he shall maintain errors and omissions insurance with a limit no lower than \$1,000,000 for the duration of the contract.

The policies shall contain, or be endorsed to contain, the following provisions in the General Liability and Automobile Liability Coverage's:

- a. Unless otherwise provided in paragraph "c" of this section, the District, its officers, officials, employees and volunteers shall be covered as additional insureds as respects liability arising out of activities performed by or on insured's general supervision of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees, volunteers, or agents.

- b. Unless otherwise provided in paragraph “c” of this section, the Contractor’s insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the District, its officers, officials, employees, volunteers, or agents shall be excess of the Contractor’s insurance and shall not contribute with it.
- c. As an acceptable alternative to provisions “a” and “b” of this section, the Contractor may provide owner's and contractor's protective liability insurance with coverage limits, named insureds, and in conformity with all applicable specifications of this section.
- d. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, officials, employees, volunteers, or agents.
- e. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- f. All Coverages — Each insurance policy required by this clause shall not be suspended, voided, canceled by either party, reduced in coverage, or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

### **3.12.3 Best's Ratings**

The District shall be the sole judge of whether or not said insurer's ratios are satisfactory. The District's decision shall be final and the District's bidding procedures contain no appeal provision.

1. **Alphabetical Rating:** For purposes of this Request for Bids, "insurer" shall mean any surety, insurance carrier, or other organization which proposes to provide an insurance policy or bond for the Contractor. No insurer or surety rated lower than "A-, Excellent" in the current *Best's Key Rating Guide* shall be acceptable to the District.
2. **Financial Size Rating:** Provided an insurer's alphabetical rating is satisfactory, the District will examine said insurer's financial size rating.
  - a. If Best classifies the insurer XII or larger, said insurer shall be acceptable to the District.
  - b. If Best classifies the insurer as smaller than XII, but larger than VI, said insurer shall be submitted to the District’s Business Manager and/or the District’s insurance consultant for review.

Financial Size ratings less than VII are not acceptable and will disqualify the Contractor.

### **3.12.4 Performance Bond and Labor & Materials Payment Bond Form**

The Contractor shall provide a Performance Bond and Labor & Materials Payment Bond form acceptable to the District. The performance bond shall be for either 100% of the contract price or for the Contractor’s unit price times the estimated number of units, as applicable.

This Request for Bids contains a Performance Bond and a Labor & Material Bond form for the Contractor’s use.

If the Contractor fails to provide acceptable bonds within the specified time, he shall be in default.

### **3.12.5 Correction of Contractor’s Insurance or Bond Deficiencies**

If the District determines that the Contractor’s insurance or bond documentation does not conform to these specifications, the District shall inform said Contractor of the non-conformity. If said

Contractor fails to provide conforming insurance or bond documentation within five (5) calendar days of the District's deficiency notice, he shall be in default.

**3.12.6 Indemnification Clause**

Contractor shall protect, indemnify, hold and save harmless and defend the District, its officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, officers, independent contractors, or subcontractors of the Contractor or District, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the Contractor or subcontractor, whether such loss, damage, injury or liability is contributed to by the negligence of the District or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the successful bidder shall have no liability for damages or the costs incident thereto caused by the sole negligence of the District.

The indemnification shall not be limited by a limitation on amount or type of damages payable by or for the Contractor or its subcontractor under any employee benefits act including, but not limited, to the Workers Compensation Act.

No inspection by the District, its employees, or agents shall be deemed a waiver by the District of full compliance with the requirements of the Contract. This indemnification shall not be limited by the required minimum insurance coverages in the Contract.

**3.13 Tax Exemption**

The District is exempt, by law, from paying bidder Federal Excise Tax and Illinois Retailers' Occupational Tax. Therefore, the bidder shall exclude those taxes from his bid. The District's tax exemption number is E9992-3696-06. The bidder shall include all applicable taxes in his bid price.

## Article 3 – Detailed Specifications

### 1 General

#### 1.1 General

This article contains detailed specifications relating to proposal items. The work to be done under each item is discussed along with units for payment and measurement for payment. However, the descriptions given do not necessarily outline all the work to be done under any item. In addition, all work shall conform to the *Standard Specifications for Water and Sewer Main Construction in Illinois*, current edition, the *Rock River Water Reclamation District (District) General Provisions and Technical Specifications for Sanitary Sewer Construction*, and the *Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction*, current edition ("IDOT Standard Specifications"), as applicable.

Throughout these specifications, the term "Owner" and "District" shall be synonymous.

In case of apparent contradictions between Article 3 - Detailed Specifications and the District's *General Provisions and Technical Specifications for Sanitary Sewer Construction*, these Detailed Specifications shall govern.

The Contractor shall transport all waste material, pipe, pavement, curb and gutter, sewer and debris, etc., removed during construction to an approved offsite dumping area. The Contractor shall pay all tipping fees. When the work is halted due to rain, the Contractor shall clean up the working areas before leaving the site and ensure that proper surface drainage is provided.

Utility locations shown on the plans are based on record information and are not guaranteed. The location and/or elevation of existing underground utilities, such as sanitary sewers, gas mains, water mains, electric lines, treatment plant process pipes, etc., shall be determined by the Contractor. The Contractor shall assume full responsibility for the location of all utilities and shall contact District Maintenance Division Manager Mike Christensen at 815-262-5858 five (5) days minimum prior to beginning any work to arrange for District utilities to be located on the Treatment Plant grounds. The Contractor shall exercise extreme care when excavating near underground utilities to avoid damage; any damage done to utilities and treatment plant process facilities shall be repaired or replaced at the Contractor's sole expense. The Contractor shall be solely responsible for the protection, restraint and support of all utilities.

This project involves the construction and reconstruction of pavements, curbs, and drainage ditches within the District's Treatment Plant grounds at 3333 Kishwaukee Street, Rockford, IL 61109.

All removal limits shown on the plans shall be adhered to by the Contractor. Any damages to appurtenances outside of those limits, including but not limited to pavements, curbs, drainage pipes/structures, signs, landscaped/turf areas, and/or any treatment plant facilities, shall be restored and/or repaired to the District's satisfaction at no additional cost to the Contract.

Any construction not observed by a District Inspector shall not be accepted.



No work shall be permitted on Sundays or District holidays without prior approval by the District Engineering Department.

Suppliers shall warrant their products and product components as suitable and fit for the intended purpose and that they are free from all defects in material, design and manufacture. Said warranty shall extend to the benefit of the District and shall apply to all products and product components whether supplied or cause to be fabricated by these Specifications.

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

The Contractor shall be responsible for all tests of materials and final installation required by the District. All deficiencies noted by the inspectors shall be corrected by the Contractor without cost to the District and prior to final payment.

The Contractor shall restore all disturbed areas to near original contour and state, graded and raked to a neat, well-drained condition. Upon approval of the topsoil bed by the District, all disturbed turf areas shall be seeded, as hereinafter noted. Any damage to pavement, driveways, sod, trees, bushes, fences, landscaping, structures, fixtures, etc., beyond the project limits shall be replaced or repaired, at no cost to the District.

The Contractor shall be responsible for the temporary maintenance of all roadways and drives for the duration of the project and shall maintain access to all non-closed pavements at all times. Excavated or other materials shall not be stored or cast upon the pavement.

The Contractor shall provide traffic control personnel and/or equipment, as required, to clearly delineate traffic routing through the work zones for all treatment plant personnel.

The Contractor's workforce shall include a person competent in ensuring compliance with all pertinent OSHA regulations and requirements. This person must be present on-site at all times during construction and must be deputized to take any prompt preventative or corrective actions needed to avoid, prevent or mitigate existing and potential hazardous working conditions.

## **1.2 Materials** – Not used.

## **1.3 Submittals**

The Contractor shall submit to the Engineer the items under 'Required Submittals' of each special provision prior to beginning any work. The Contractor shall:

1. Review each submittal.
2. Verify field dimensions.
3. Verify compliance with Contract documents.

4. Sign and stamp submittals to certify Contractor's review/approval.
5. Deliver reviewed submittals to the District for approval.

The Contractor shall allow two (2) weeks for the District to review most submittals. The District reserves the right to delay review of interrelated submittals until all submittal components have been received. No Contract extension will be authorized due to the Contractor's failure to provide sufficient time for the District to perform a thorough review of submittals.

The District's approval of a submittal shall not be considered an order for additional, extra, or differing work, nor a guarantee of the accuracy of the information or the effectiveness of the products outlined in the submittal.

No work shall be fabricated by order of the Contractor, unless at the Contractor's risk, until review of submittals has been completed by the District.

When the Contract Documents call for work to be performed in accordance with the manufacturers' instructions, the manufacturers' instructions shall also be considered required submittals.

Should any material be installed in the Work for which a Material Safety Data Sheet (MSDS) is required to be retained by the District under State or Federal regulations, the installing subcontractor shall submit applicable MSDS forms to the Contractor for submission to the District upon completion of the project. Three (3) MSDS forms shall be submitted for each item. Only official OSHA MSDS forms shall be used; copies will not be accepted. The Contractor shall compile the MSDS forms and bind them into the Owners Manuals.

#### **1.4 Required Submittals**

1. Project Schedule

## **2 Notification, Access, and Special Considerations**

### **2.1 General**

The Contractor shall notify the District forty-eight (48) hours minimum prior to beginning construction operations (5-day minimum notification required for District utility locates). The minimum notifications required shall apply to business days and not weekend.

Any damage caused by the Contractor's operations to areas outside of the specified project limits, including but not limited to roadway pavements, driveway pavements, drainage structures, storm sewer, underground utilities, overhead utilities, turf areas, cultivated areas, and landscaped areas shall be repaired and/or replaced by the Contractor at no additional cost to the Contract.

Contractor staging and temporary storage of equipment and materials shall be as shown on Plan Sheet 2. The designated staging/storage areas shall be the only staging/storage areas utilized by the Contractor.

Deliveries to the work site shall be received by the Contractor at the East treatment plant entrance (Guard Shack at the Kishwaukee Street entrance). The District will not coordinate or be responsible for any deliveries inadvertently made to the District inventory shop.

The Contractor shall clean up areas from which spoil has been removed at the end of each day by sweeping, washing or other approved methods. When the work is halted by rain, the Contractor shall clean up work areas before leaving the site.

The Contractor is responsible for any damages caused by his operations to existing structures above or below the ground as covered in G.C. 12:1 of the District's *General Provisions and Technical Specifications for Sanitary Sewer Construction*.

The Contractor's proposed sequence of work shall be outlined in the Project Schedule and submitted prior to beginning any work. The Contractor is responsible for developing the means, methods, and procedures for all work and is responsible for compliance with all OSHA, EPA, and DOT regulatory requirements.

The Contractor shall have a temporary concrete washout basin installed onsite at a location approved by the District. The facility shall comply with the Illinois Urban Manual Practice Standard Code 954.

The project consists of work to be performed at a North Site and a South Site, as delineated on the Plans. Construction the Sites may proceed concurrently.

All Quality Control material testing, subgrade compaction testing, subbase granular material compaction testing, and trench backfill compaction testing shall be performed by the Contractor. Costs associated with material testing by the Contractor will not be paid for separately but shall be included in the various pay items associated with the scope of work.

**Standards (IDOT, IDOT District 2, and City of Rockford) Included in this Contract:**

1. IDOT Standard 280001-07: Temporary Erosion Control Systems
2. IDOT Standard 420001-09: Pavement Joints
3. IDOT Standard 420101-06: 24' Jointed PCC Pavement
4. IDOT Standard 420701-03: Pavement Welded Wire Reinforcement
5. City of Rockford: Comb. Conc. Curb & Gutter Type M6.18 (Mod.)

**2.2 Materials** – Not used.

**2.3 Required Submittals** – Not used.

**2.4 Measurement and Payment**

No separate payment will be made for costs associated with notification, access, and special considerations.

### 3 Erosion and Sediment Control

#### **3.1 General**

The total disturbed area for this project is estimated to be more than 1.0 acre. A Notice of Intent (NOI) and a Storm Water Pollution Prevention Plan (SWPPP) has been submitted to the Illinois Environmental Protection Agency (IEPA).

The Contractor shall comply with all the requirements of the IEPA's *Illinois Urban Manual*, current edition and Section 280 of the *IDOT Standard Specification*. All disturbed areas shall be restored to original or proposed contours in accordance with the "*Seeding, Class 1 with Fertilizer and Seeding, Class 4 with Fertilizer*" Sections of these Detailed Specifications.

The erosion control devices, materials, and procedures specified in these contract documents are to be considered the minimum required. Additional devices or materials may be needed depending on existing site conditions, at the direction of the District. Any additional devices, materials, or procedures required by the District due to the Contractor's actions or negligence shall be provided at no additional cost to the District.

The Contractor shall take whatever measures the District deems necessary to eliminate excessive erosion or siltation, including but not limited to, inlet protection, seeding, sodding, erosion control blanket, silt fence, etc.

The Contractor shall keep the pavement areas free from all dirt and construction debris at all times during construction. Mud and debris shall be removed daily from roadway surfaces at the end of each workday or as necessary.

The Contractor shall remove and dispose of all temporary erosion control devices within thirty (30) days of final site stabilization and approval by the District.

#### **3.2 Materials**

In accordance with the applicable pay items.

#### **3.3 Required Submittals** – Not used.

#### **3.4 Payment**

This work will be paid for as outlined below under the Contract pay items for **Stabilized Construction Entrance, Perimeter Erosion Barrier, Inlet and Pipe Protection, Erosion Control Blanket, Temporary Erosion Control Seeding, Seeding, Class 1 with Fertilizer and Seeding, Class 4 with Fertilizer** pay items. No separate payment shall be made for erosion control beyond these pay items.

## **4 Clearing and Grubbing / Tree Removal**

### **4.1 General**

This work shall include the clearing of the areas identified on the plans and disposal of all existing materials encountered, including but not limited to, downed timber, shrubs, brush, vines, roots, stumps, undergrowth, mulch, and trees. All materials removed shall be legally disposed of at an off-site location.

### **4.2 Required Submittals** – Not used.

### **4.3 Payment**

Payment shall be made at the contract unit price per Lump Sum of **Clearing and Grubbing / Tree Removal**.

## **5 Earth Excavation, Removal and Disposal of Unsuitable Material**

### **5.1 General**

The work shall be done in accordance with Section 202 of the *IDOT Standard Specifications* and shall include the excavation and transportation of all suitable excavated materials to various locations throughout the project site, and/or the excavation, transportation, and off-site disposal of excavated material. For the purposes of this pay item, earth excavation shall include all materials to be excavated in order to properly construct the project to the lines and grades shown on the plans; said material shall include topsoil, aggregate base course, and any other soils encountered. Pavements and curbs shown to be removed on the plans shall be paid for separately under the corresponding removal pay items.

Unsuitable material that is encountered shall be excavated and removed from the site and replaced with **Aggregate Subgrade Improvement**, to the depth necessary.

### **5.2 Materials** – Not Used.

### **5.3 Required Submittals** – Not Used.

### **5.4 Measurement and Payment**

Payment shall be made at the contract unit price per Cubic Yard of **Earth Excavation and Removal and Disposal of Unsuitable Material**. Measurement can be made by agreement to Contract Quantities or Measured Quantities according to Article 202.07 of the *IDOT Standard Specifications*. Aggregate materials used to replace unsuitable material shall be paid for under the **Aggregate Subgrade Improvement** pay item.

## 6 **Furnished Excavation**

### **6.1 General**

The work shall be done in accordance with Section 204 of the *IDOT Standard Specifications* and shall consist of furnishing suitable embankment materials obtained from off-site locations approved by the District and transporting and placing the materials at various locations throughout the limits of the project.

### **6.2 Materials** – Not Used.

### **6.3 Required Submittals** – Not Used.

### **6.4 Measurement and Payment**

Payment shall be made at the Contract unit price per Cubic Yard of **Furnished Excavation**. Measurement can be made by agreement to Contract Quantities or Measured Quantities according to Article 204.07(b) of the *IDOT Standard Specifications*.

## 7 **Grading and Shaping Ditches**

### **7.1 General**

This work shall consist of grading and shaping ditches as shown on the Plans or as otherwise directed. All surplus, unstable, or excess material shall be disposed of according to Article 202.03 of the *IDOT Standard Specifications*.

Final topsoil placement and seeding of ditches shall be included in the **Topsoil Furnish and Place, 6"** and **Seeding, Class 1 with Fertilizer** pay items.

### **7.2 Materials** – Not Used.

### **7.3 Required Submittals** – Not Used.

### **7.4 Measurement and Payment**

This work will be paid for at the Contract unit price per Linear Foot for **Grading and Shaping Ditches**.

## 8 **Erosion Control Blanket**

### **8.1 General**

This work shall be in accordance with Article 251.04 of the *IDOT Standard Specifications*. Erosion control blanket shall be installed on seeded areas within twenty-four (24) hours of seed placement.

Erosion control blanket shall be installed on all seeded areas throughout the project limits.

## **8.2 Materials**

All erosion control blanket shall be in accordance with Article 1081.10(a) and/or Article 1081.10(c) of the *IDOT Standard Specifications*.

## **8.3 Required Submittals**

1. Material certifications for the erosion control blanket.

## **8.4 Payment**

Payment shall be made at the Contract unit price per Square Yard of **Erosion Control Blanket**, complete, in place.

# **9 Perimeter Erosion Barrier**

## **9.1 General**

This work shall include the installation, maintenance, and eventual removal of silt fence where indicated on the plans. All work shall be in conformance with Section 280 of the *IDOT Standard Specifications*. Silt fence shall be installed prior to excavation or stockpiling of materials. Posts shall be spaced minimum 5' on center.

Silt fence shall remain in place until the disturbed areas have been seeded and erosion control blanket is installed, unless otherwise directed by the District.

## **9.2 Materials**

Filter fabric shall be Gradation 4 or 5 in accordance with Article 1080.03 of the *IDOT Standard Specifications*. The wood posts shall be in accordance with Article 1081.15 of the *IDOT Standard Specifications* and be a minimum of 4' long with a nominal size of 2" x 2".

## **9.3 Required Submittals**

1. Material certifications for the silt fence materials.

## **9.4 Payment**

Payment shall be made at the Contract unit price per Linear Foot of **Perimeter Erosion Barrier**, installed, complete in place.

# **10 Inlet and Pipe Protection**

## **10.1 General**

This work shall be in accordance with Section 280 of the *IDOT Standard Specifications* and consist of furnishing, installing, maintaining, and final removal of drainage inlet and pipe protection devices.

Inlet protections shall consist of filters that are installed under the grate of the drainage structures. Pipe protections shall consist of straw bales or rolled excelsior logs, in accordance with the *Illinois Urban Manual*.

All inlet and pipe protections shall be installed prior to any excavation (exploratory or otherwise) beginning. All measures shall be removed upon final turf restoration.

### **10.2 Materials**

All inlet and pipe protections shall be in accordance with Article 1081.15 of the *IDOT Standard Specifications*.

### **10.3 Required Submittals**

1. Material certifications for the inlet and pipe protections.

### **10.4 Payment**

Payment shall be made at the Contract unit price per Each of **Inlet and Pipe Protection**, complete in place.

## **11 Temporary Erosion Control Seeding**

### **11.1 General**

This work shall include the installation of temporary erosion control seeding on erodible/bare areas to minimize the amount of exposed surface area at the direction of the District. All work shall be in accordance with Article 280.04(f) of the *IDOT Standard Specifications*.

### **11.2 Materials**

Temporary erosion control seed mixtures shall be in accordance with Article 1081.15(g) of the *IDOT Standard Specifications*.

### **11.3 Required Submittals**

1. Material certifications for the temporary erosion control seeding.

### **11.4 Payment**

Payment shall be made at the Contract unit price per Pound of **Temporary Erosion Control Seeding**, installed, complete in place.

## **12 Stabilized Construction Entrance**

### **12.1 General**

This work shall include the installation of a temporary construction entrance as shown on the Plans for construction traffic access to the project site and shall consist of a stabilized pad of coarse aggregate underlain with filter fabric. All work shall conform to the Illinois Urban Manual's Practice Standard "Stabilized Construction Entrance", Code 930. The minimum thickness of the aggregate shall be 6".



Unless otherwise directed by the District, the stabilized entrance shall be installed as shown on the plan sheets. The aggregate shall be removed and replaced as needed to effectively contain sediment and other material.

Removal of the stabilized construction entrance upon completion of construction will not be paid for separately but shall be included in this pay item.

### **12.2 Materials**

Coarse Aggregate shall be IDOT Gradation CA-1, CA-2, CA-3, or CA-4 per Section 1004 of the *IDOT Standard Specifications*. Broken concrete will not be allowed as a substitute for stone. Filter fabric shall be in accordance with Article 1080.03 of the Standard Specifications.

### **12.3 Required Submittals**

1. Material gradation certifications for aggregates.
2. Material certifications for the filter fabric.

### **12.4 Payment**

Payment shall be made at the Contract unit price per Square Yard of **Stabilized Construction Entrance** complete in place.

## **13 Stone Riprap, RR 5, 30"**

### **13.1 General**

This work shall be done in accordance with Section 281 of the *IDOT Standard Specifications* and shall include all excavation necessary to prepare the areas for the riprap and bedding stone. Stone riprap shall be installed as shown on the plans. Filter fabric will be required and shall be paid for separately under the **Filter Fabric** pay item. The riprap shall be IDOT Gradation RR 5 installed to a minimum thickness of 30"; the bedding stone shall be installed to a minimum thickness of 8". All surplus, unstable, or excess material excavated shall be disposed of in accordance with Article 202.03 of the *IDOT Standard Specifications*.

### **13.2 Materials**

The riprap shall be stone Gradation RR 5 with bedding, per Section 281 of the *IDOT Standard Specifications for Road and Bridge Construction*. Broken concrete will not be allowed as a substitute for stone. Filter fabric shall be in accordance with Article 1080.03 of the *IDOT Standard Specifications*.

### **13.3 Required Submittals**

1. Material gradation certifications for proposed riprap and bedding material.
2. Filter fabric material certifications.

### **13.4 Payment**

Payment shall be made at the Contract unit price per Square Yard of **Stone Riprap, RR 5, 30"** complete in place, which shall include the stone riprap, bedding material, and all excavation and preparatory work required. Filter fabric shall be paid for separately.

## **14 Filter Fabric**

### **14.1 General**

This work shall conform to Section 282 of the *IDOT Standard Specifications* and shall include furnishing and installing filter fabric on the prepared earth surface below the RR 5 riprap and bedding stone. The subgrade shall be prepared and the District shall approve of the subgrade prior to placement of any fabric. Fabric shall be installed on the prepared subgrade and immediately covered with the riprap bedding stone.

### **14.2 Materials**

Geotextile fabric shall be in accordance with Article 1080.03 of the *IDOT Standard Specifications* and may consist of woven or nonwoven filaments.

### **14.3 Required Submittals**

1. Material certification for the filter fabric.

### **14.4 Payment**

Payment shall be made at the Contract unit price per Square Yard of **Filter Fabric** installed, complete in place.

## **15 Aggregate Base Course, Type B**

### **15.1 General**

This work shall consist of placing compacted Aggregate Base Course, Type B to the depths indicated on the plans. This work shall include subgrade preparation, removal and disposal of excess material, furnishing, placing, installing and compacting course aggregate, and trimming and prepping aggregate base for subsequent pavement placement as indicated on the Typical Sections shown on the Plans. This work shall be in conformance with Section 351 of the *IDOT Standard Specifications for Road and Bridge Construction*, Current Edition.

### **15.2 Materials**

Aggregate base course shall be placed to the depths as identified on the plans. Where a 12" compacted depth is specified, the bottom 8" layer shall be Gradation CA-2 and the upper 4" layer shall be Gradation CA-6. Where a 8" compacted depth is specified, the bottom 6" layer shall be Gradation CA-2 and the upper 2" layer shall be Gradation CA-6. Where a 2" compacted depth is specified, the entire thickness shall be Gradation CA-6. Course Aggregates shall be in accordance with Article 1004.04 of the *IDOT Standard Specifications for Road and Bridge Construction*, Current Edition. Crushed concrete materials approved by IDOT and in accordance with Article 1004.04 may be allowed in lieu of virgin materials, subject to the approvals of the District for inclusion in the project.

### **15.3 Required Submittals**

1. Material gradation certifications for aggregates.

### **15.4 Measurement and Payment**

This work will be paid for at the Contract unit price per Ton for **Aggregate Base Course, Type B**, complete, in place.

## 16 Aggregate Subgrade Improvement

### **16.1 General**

This work shall consist of constructing an aggregate subgrade improvement in areas where unsuitable material has been removed.

Prior to aggregate subgrade placement, the subgrade area shall be proof-rolled and witnessed by the District Inspector. Proof-rolling shall consist of using a fully loaded tandem axle dump truck to identify locations of structurally unsuitable subgrade. Proof-rolling shall be scheduled and completed so as to avoid a rain event between proof-rolling and aggregate base course placement. At the direction of the District, the subgrade may be required to dry out for a period of time in an attempt to identify areas of unsuitable material prior to fortifying the subgrade with additional aggregate subgrade improvement.

### **16.2 Materials**

Aggregate subgrade improvement shall be gradation CA-01, CS-01, CS-02, or RR-1 aggregate capped with 3" of gradation CA-06 coarse aggregate in accordance with Article 1004.04 of the IDOT *Standard Specifications for Road and Bridge Construction*, Current Edition.

### **16.3 Required Submittals**

1. Material gradation certifications for aggregates.

### **16.4 Measurement and Payment**

This work will be paid for at the Contract unit price per Square Yard for **Aggregate Subgrade Improvement, 12"**, compacted, complete in place.

## 17 Pavement Removal

### **17.1 General**

This work shall be done in accordance with Section 440 of the *IDOT Standard Specifications* and shall involve the complete removal and disposal of the existing pavement sections where indicated on the plans, including variable depths and pavement types (including hot-mix asphalt, concrete, and aggregate surface course pavements). Maximum pay limits for the removal are shown on the plans; the Contractor shall not remove any pavement outside of these limits without receiving prior written approval from the District. Any damage done to pavements beyond these limits shall be replaced full depth by the Contractor at no additional cost to the District.

The pavement limits shall be sawcut full depth prior to removal. The remaining pavement surfaces, including pavement edges, shall be protected from all damage. All costs associated with sawcutting and pavement protection shall be included in this pay item.

All pavements shall be removed from the site in accordance with all applicable State or Federal laws and regulations. Clean Construction or Demolition Debris regulations shall be adhered to by the Contractor in disposal of all pavements removed from the site.

### **17.2 Materials** – Not used.

**17.3 Required Submittals** – Not used.

**17.4 Payment**

Payment shall be made at the contract unit price per Square Yard of **Pavement Removal**.

**18 Hot-Mix Asphalt Binder Course, IL-19.0, N50**

**18.1 General**

This work shall be in accordance with T.S. 4:3/Pavement Restoration of the *General Provisions and Technical Specifications for Sanitary Sewer Construction in the Sanitary District of Rockford*, and with Section 406 of the *IDOT Standard Specifications*. The work shall be performed to the satisfaction of the District.

Prime coat shall be MC-30 or PEP bituminous materials; all costs associated with placement of the prime coat shall be included in this pay item and will not be paid for separately.

The Contractor shall verify that the proposed Curb and Gutter has reached a minimum of 3500 PSI prior to placement of the adjacent HMA Binder Course.

An HMA Quality Control Plan, prepared by the Contractor, shall be submitted to the District for review and approval prior to placement of HMA pavement.

**18.2 Materials**

HMA Binder Course shall be mixture IL-19.0, N50 in accordance with Section 1030 of the *IDOT Standard Specifications*.

Prime coat shall be MC-30 or PEP in accordance with Section 1032 of the *IDOT Standard Specifications*.

**18.3 Required Submittals**

1. HMA Quality Control Plan.
2. HMA Mix Designs.
3. Prime Coat material certifications.

**18.4 Payment**

This work will be paid for at the contract unit price per Ton for **Hot-Mix Asphalt Binder Course, IL-19.0, N50**.

**19 Hot-Mix Asphalt Surface Course, IL-9.5, Mix “C”, N50**

**19.1 General**

This work shall be in accordance with T.S. 4:3/Pavement Restoration of the *General Provisions and Technical Specifications for Sanitary Sewer Construction in the Sanitary District of Rockford*, and with Section 406 of the *IDOT Standard Specifications*. The work shall be performed to the satisfaction of the District.

Tack coat shall be SS-1 bituminous materials; all costs associated with placement of the tack coat shall be considered included in this pay item and will not be paid for separately.

An HMA Quality Control Plan, prepared by the Contractor, shall be submitted to the District for review and approval prior to placement of HMA pavement.

### **19.2 Materials**

HMA Surface Course shall be IL-9.5, Mix “C”, N50 in accordance with Section 1030 of the *IDOT Standard Specifications*.

Prime coat shall be SS-1 in accordance with Section 1032 of the *IDOT Standard Specifications*.

### **19.3 Required Submittals**

1. HMA Quality Control Plan.
2. HMA Mix Designs.
3. Tack Coat material certifications.

### **19.4 Payment**

This work will be paid for at the contract unit price per Ton for **Hot-Mix Asphalt Surface Course, IL-9.5, Mix “C”, N50**. Surface course mixture in excess of 103% of the adjusted plan quantity will not be measured for payment. The adjusted plan quantity for surface course mixtures shall be calculated in accordance with Article 406.13(b) of the *IDOT Standard Specifications*.

## **20 Portland Cement Concrete Pavement, 10” (Jointed)**

### **20.1 General**

This work shall be in accordance with T.S. 4:3/Pavement Restoration of the *General Provisions and Technical Specifications for Sanitary Sewer Construction in the Sanitary District of Rockford*, and with Section 420 of the *IDOT Standard Specifications*. PCC Pavement may be placed via form or slip form method.

Pavement joints shall be according to IDOT Highway Standards 420001-09 *Pavement Joints* and 420101-06 24’ *Jointed PCC Pavement*. Irregular pavement panels that are within intersections and/or curves shall also contain welded wire reinforcement in accordance with IDOT Highway Standard 420701-03: *Pavement Welded Wire Reinforcement* (Type A). All manholes and other structures that are adjacent within the pavement limits shall have roundouts in accordance with IDOT Highway Standard 420111-04: *PCC Pavement Roundouts*.

Final finish shall be Type B according to Article 420.09(e)(2) of the *IDOT Standard Specifications*.

Concrete curing shall be in accordance with Section 1022 of the *IDOT Standard Specifications*.

Upon completion pavement joints shall be sealed with hot-poured joint sealer in accordance with Article 420.12 of the *IDOT Standard Specifications*.

A PCC Quality Control Plan, prepared by the Contractor, shall be submitted to the District for review and approval prior to any PCC pavement work beginning. All Quality Control and Quality Assurance testing shall follow the requirements of IDOT Check Sheet #25 *Recurring Special Provision for Quality Control /Quality Assurance of Concrete Mixtures*. All material testing and costs associated with conformance with this Check Sheet shall be included in this pay item and will not be paid for separately.

## **20.2 Materials**

All references that follow are contained within the *IDOT Standard Specifications*.

1. Portland Cement Concrete shall be Class PV in accordance with Section 1020.
2. Welded wire reinforcement and tie bars shall be in accordance with Article 1006.10.
3. Dowel bars and dowel bar assemblies shall be in accordance with Article 1006.11.
4. Poured joint sealer shall be in accordance with Article 1050.02.
5. Preformed expansion joint fillers shall be in accordance with Article 1051.09.
6. Membrane curing compounds shall be in accordance with Section 1022.

## **20.3 Required Submittals**

1. PCC Mix Designs.
2. Reinforcement material certifications.
3. Poured Joint Sealer material certifications.
4. Expansion Joint Fillers material certification.
5. Membrane curing compound material certification.
6. PCC Quality Control Plan.

## **20.4 Measurement and Payment**

This work will be paid for at the contract unit price per Square Yard for **Portland Cement Concrete Pavement, 10" (Jointed)**.

# **21 Winter Protection of Concrete**

## **21.1 General**

This work shall consist of all necessary protection required to place concrete under winter conditions as described in Article 1020.13(d) of the *IDOT Standard Specifications*. This pay item shall only be utilized should the District give the Contractor the authorization to place concrete under winter conditions. If winter conditions as described in Article 1020.13(d) are not present during concrete construction, this pay item will not be used.

## **21.2 Materials**

Additional layers of protection shall be in accordance with Article 1020.13(d).

## **21.3 Required Submittals** – Not Used.

#### **21.4 Payment**

Payment for this item shall be made at the Contract unit price per Square Yard of **Winter Protection of Concrete** and shall apply only to areas in need of additional winter protection, as determined by the District.

### **22 Portland Cement Concrete Sidewalk, 6"**

#### **22.1 General**

This work shall conform to Section 424 of the *IDOT Standard Specifications*. The subgrade shall be prepared with 2" of compacted CA-6 aggregate; said aggregate shall be paid for separately under the **Aggregate Base Course, Type B** pay item.

Expansion joints shall be installed per Article 424.07 of the *IDOT Standard Specifications*.

#### **22.2 Materials**

Portland Cement Concrete shall be Class SI mix per Article 1020.04 of the *IDOT Standard Specifications*.

Expansion Joint Fillers shall be in accordance with Section 1051 of the *IDOT Standard Specifications*.

#### **22.3 Required Submittals**

1. PCC Mix Designs.
2. Expansion Joint Fillers material certification.

#### **22.4 Payment**

Payment for this item shall be made at the contract unit price per Square Foot of **Portland Cement Concrete Sidewalk, 6"**.

### **23 Portland Cement Concrete Sleeper Slab**

#### **23.1 General**

This work shall consist of constructing an 8" load bearing slab with welded wire reinforcement as shown on the Separation Joint with Sleeper Slab Detail on Sheet 28 of the Plans. The slab shall be constructed on compacted aggregate base course material. Welded wire reinforcement shall be Type A and shall be free of heavy rust and scale; where staging is required, the reinforcement shall be overlapped twenty-four (24) inches and tied before pouring the next stage. A bond breaker consisting of a single layer of felt roofing paper or two layers of polyethylene sheeting 6 mils or greater in thickness shall be placed between the sleeper slab and the PCC pavement. Care shall be taken to strike off the sleeper slab to the grade and slope of the bottom of the PCC pavement. A smooth finish shall be provided on the sleeper slab.

When the PCC pavement is placed, a 1" preformed fiber expansion joint shall be constructed along the center of the sleeper slab. The top 1" of this joint shall be filled with hot poured joint sealer. Sleeper slabs shall be constructed of Class PV concrete and payment shall include welded wire

reinforcement, bond breaker, placing and finishing, and joint sealing. All labor, equipment, and materials to construct the sleeper slab to these specifications shall be included in this bid item.

### **23.2 Materials**

All references that follow are contained within the *IDOT Standard Specifications*.

1. Portland Cement Concrete shall be Class PV in accordance with Section 1020.
2. Welded wire reinforcement (Type A) shall be in accordance with Article 1006.10.
4. Poured joint sealer shall be in accordance with Article 1050.02.
5. Preformed expansion joint fillers shall be in accordance with Article 1051.09.
6. Membrane curing compounds shall be in accordance with Section 1022.

### **23.3 Required Submittals**

1. PCC Mix Designs.
2. Welded Wire Reinforcement material certifications.
3. Poured Joint Sealer material certifications.
4. Expansion Joint Fillers material certification.
5. Membrane curing compound material certification.

### **23.4 Basis of Payment**

This work shall be paid for at the Contract unit price per Square Yard for **Portland Cement Concrete Sleeper Slab**.

## **24 Combination Curb & Gutter Removal**

### **24.1 General**

This work shall be done in accordance with Section 440 of the *IDOT Standard Specifications* and shall involve the complete removal and disposal of the existing curbs and/or gutters where indicated on the plans. Maximum pay limits for the removal are shown on the plans; the Contractor shall not remove any curb and/or gutter beyond these limits without prior written District approval. The Contractor shall replace any adjacent curbs and gutters damaged during the course of construction at no additional cost to the Contract, unless approved in advance by the District.

The removal limits shall be sawcut full depth prior to removing curb. The remaining curbs and/or gutters shall be protected from all damage. All costs associated with sawcutting and curb protection shall be considered incidental to this pay item.

All curbs and gutters removed shall be disposed of offsite in accordance with all applicable State or Federal laws and regulations. The Contractor shall adhere to all Clean Construction or Demolition Debris disposal regulations.

### **24.2 Materials** – Not used.

### **24.3 Required Submittals** – Not used.



#### **24.4 Payment**

Payment shall be made at the Contract unit price per Linear Foot of **Curb Removal**.

### **25 Combination Concrete Curb and Gutter, Type M6.18 (Modified)**

#### **25.1 General**

This work shall conform to Section 606 of the *IDOT Standard Specifications* and consist of installation of concrete curb and gutter as shown on the plans. Curb and gutter shall include “spill-out” and “depressed” sections at the locations indicated on the plans. For payment purposes, all concrete curb and gutter sections will be regarded as the same type – no separate pay distinction will be made for standard, spill-out, or depressed curb and gutter types. Where proposed curb is to be joined to existing curb two (2) one-inch (1") diameter smooth dowels 18" long shall be drilled and epoxy grouted into the existing curb and gutter at mid-depth.

#### **25.2 Materials**

Portland Cement Concrete shall be Class SI mix per Article 1020.04 of the *IDOT Standard Specifications*.

#### **25.3 Required Submittals**

1. PCC mix designs.

#### **25.4 Payment**

Payment shall be made at the Contract unit price per Linear Foot of **Concrete Curb and Gutter, Type B6.18 (Modified)** installed, complete in place. Depressed and “spill-out” curb and gutter sections shall be paid for at the same unit price.

### **26 Class SI Concrete (Outlet)**

#### **26.1 General**

This work shall conform to Section 606 of the *IDOT Standard Specifications* and consist of installation of concrete curb and gutter outlets where shown on the plans. This work shall also conform to IDOT Region 2/ District 2 Standard 18.4: *Curb and Gutter Outlet, Special*. Curb and gutter outlets shall be tied to pavement slab with two (2)-#6 tie bars, 30" long at 30" centers. Gutter outlet and paved ditch shall be reinforced with welded wire reinforcement having a weight of at least 58 lbs./100 square feet with 6x6 mesh and #4 wire.

#### **26.2 Materials**

Portland Cement Concrete shall be Class SI mix per Article 1020.04 of the *IDOT Standard Specifications*. Welded wire reinforcement shall be 58 lbs./100 square feet, 6x6 mesh, #4 wire.

#### **26.3 Required Submittals**

1. PCC mix designs.
2. Welded wire reinforcement data sheet.

## **26.4 Payment**

Payment shall be made at the Contract unit price per Cubic Yard of **Class SI Concrete (Outlet)** installed, complete in place.

## **27 Pipe Culverts Removal**

### **27.1 General**

This work shall conform to Section 501 of the *IDOT Standard Specifications* and shall include the full or partial removal and disposal of existing culvert pipes to the lengths indicated on the plans. The existing culvert pipes are anticipated to be corrugated metal; no additional compensation shall be granted for removal of pipes of differing sizes or materials.

Disposal of the materials shall be done in accordance with Article 202.03 of the *IDOT Standard Specifications*.

### **27.2 Materials** – Not Used.

### **27.3 Required Submittals** – Not Used.

### **27.4 Payment**

Payment shall be made at the Contract unit price per Linear Foot of **Pipe Culverts Removal**.

## **28 Pipe Culverts, Class D, Type 1, 12"**

### **28.1 General**

This work shall conform to Section 542 of the *IDOT Standard Specifications* and shall include furnishing and installing pipe culverts to the line and grade as shown on the plans. All pipe shall be galvanized corrugated steel pipe. All pipe culverts to be installed under or within 2' of pavements, curbs, driveways, and/or sidewalks shall be backfilled with District-approved trench backfill material. Trench backfill shall be compacted to 95% of the standard laboratory density in accordance with Method 1 in Article 550.07(a) of the *IDOT Standard Specifications*. No additional compensation will be made for trench backfill – the costs shall be included with this pay item.

### **28.2 Materials**

Galvanized corrugated steel pipe shall be in accordance with Article 1006.01 of the *IDOT Standard Specifications*. Trench Backfill shall be in accordance with Article 1003.04 of the *IDOT Standard Specifications*.

### **28.3 Required Submittals**

1. Material certification for the galvanized corrugated steel pipe.
2. Material certification for couplings and/or fittings.
3. Gradation report for the trench backfill material.

#### **28.4 Payment**

Payment shall be made at the Contract unit price per Linear Foot of **Pipe Culverts, Class D, Type 1, 12"** installed, complete in place.

### **29 Metal Flared End Sections, 12"**

#### **29.1 General**

This work shall be done in accordance with Section 542 of the *IDOT Standard Specifications* and shall consist of furnishing and installing all labor, equipment, materials, transportation, excavation, and accessories required to construct the metal flared end sections at the locations indicated in the plans.

This work shall also include any incidental grading work in the vicinity of the end sections to promote positive drainage and ensure the existing ditches drain.

#### **29.2 Materials**

Metal flared end sections shall be constructed according to IDOT *Standard 542401-03: Metal Flared End Sections for Pipe Culverts*.

#### **29.3 Required Submittals**

1. Material certification and shop drawings for the metal end sections.

#### **29.4 Measurement and Payment**

This work will be paid for at the contract unit price per Each for **Metal Flared End Sections, 12"** installed, complete in place.

### **30 Removing Catch Basins**

#### **30.1 General**

This work shall conform to Section 605 of the *IDOT Standard Specifications* and shall include the full or partial removal and disposal of existing catch basins where shown on the plans.

#### **30.2 Materials** – Not used.

#### **30.3 Required Submittals** – Not used.

#### **30.4 Payment**

Payment shall be made at the Contract unit price per Each for **Removing Catch Basins**.

## **31 Fire Hydrants to be Adjusted**

### **31.1 General**

This work shall include the fire hydrant adjustment as shown on the plans to the proposed grades. All work shall be done in accordance with Section 564 of the *IDOT Standard Specifications*.

**31.2 Materials** – Not Used.

**31.3 Required Submittals** – Not Used.

### **31.4 Payment**

Payment shall be made at the Contract unit price per Each for **Fire Hydrants to be Adjusted**.

## **32 Manholes to be Adjusted**

### **32.1 General**

This work shall include the adjustment of existing manholes as shown on the plans to proposed grades. All work shall be done in accordance with Section 602 of the *IDOT Standard Specifications*.

### **32.2 Materials**

Adjusting rings shall be precast concrete.

### **32.3 Required Submittals**

1. Material certification for the adjusting rings.

### **32.4 Payment**

Payment shall be made at the Contract unit price per Each for **Manholes to be Adjusted**.

## **33 Valve Box to be Adjusted**

### **33.1 General**

This work shall include the adjustment of existing water valves as shown on the plans to proposed grades. All work shall be done in accordance with Section 603 of the *IDOT Standard Specifications*.

**33.2 Materials** – Not Used.

**33.3 Required Submittals** – Not Used.

### **33.4 Payment**

Payment shall be made at the Contract unit price per Each for **Valve Box to be Adjusted**.

## **34 Chain Link Fence Removal**

### **34.1 General**

This work shall involve the full removal and disposal of the existing chain link fence located at the Treatment Plant boundaries. The removed fence shall be disposed of offsite in accordance with Article 202.03 of the IDOT *Standard Specifications for Road and Bridge Construction*, Current Edition.

Fence removal limits shall be adjusted, as necessary, so that only full sections between fence posts are removed.

### **34.2 Required Submittals** – Not used.

### **34.3 Payment**

Payment shall be made at the Contract unit price per Linear Foot of **Chain Link Fence Removal**.

## **35 Chain Link Fence, 6' Special**

### **35.1 General**

This work shall consist of furnishing and installing a new 6' high chain link fence to replace the boundary fence section removed on District Treatment Plant grounds.

Chain link fence shall be constructed in accordance with Section 664 of the IDOT *Standard Specifications*, the manufacturer's recommendations, and the details on the plans (Sheet 42). The replacement fence shall be of a District-approved style and material that matches the existing fence.

### **35.2 Required Submittals**

1. Material certifications and shop drawings for the chain link fence.

### **35.3 Payment**

Payment shall be made at the Contract unit price per Linear Foot of **Chain Link Fence, 6' Special**, installed, complete in place.

## **36 Temporary Fence**

### **36.1 General**

This work involves installation of furnishing and installing temporary fencing where fence is removed to facilitate construction operations. All fencing shall be chain link fence a minimum of 6' high with stakes placed a maximum of 15' apart.

### **36.2 Materials**

All temporary fencing shall be temporary chain link fence.

### **36.3 Required Submittals.**

1. Material certification for fence.

### **36.4 Payment**

This work will be paid for at the Contract unit price per Linear Foot of **Temporary Construction Fence**, complete, installed in place. No additional payment will be made for temporary fence removal.

## **37 Remove Existing Concrete Foundation**

### **37.1 General**

This work shall be in accordance with Section 737 of the IDOT *Standard Specifications for Road and Bridge Construction* and shall consist of the removal of existing concrete foundations where shown on the plans to a depth of at least 2' below the subgrade elevation.

**37.2 Materials** – Not Used.

**37.3 Required Submittals** – Not Used.

### **37.4 Basis of Payment**

This work shall be paid for at the Contract unit price per Each for **Remove Existing Concrete Foundation**.

## **38 Landscape Grading & Restoration**

### **38.1 General**

This work shall consist of replacing and restoring any landscaping materials (including, but not limited to, landscape stone, mulch, and other materials) that are temporarily relocated or removed to facilitate construction operations.

**38.2 Materials** – Not Used.

**38.3 Required Submittals** – Not Used.

### **38.4 Basis of Payment**

This work shall be paid for at the Contract unit price per Lump Sum for **Landscape Grading & Restoration**.

## **39 Traffic Control and Protection, Complete**

### **39.1 General**

Contractor shall be solely responsible for the safety of all work operations, and shall comply with all state, local and OSHA regulations. Contractor shall retain a person competent in complying with OSHA trenching and excavation requirements on site at all times. The person shall be capable of identifying existing and probable hazards in the surroundings, or working conditions which are unsanitary, hazardous or dangerous to employees, and shall be authorized to take prompt corrective

measures to eliminate them. The methods and means to comply with construction site safety are the sole responsibility of the Contractor. District staff is not responsible for the Contractor's compliance procedures.

The Contractor shall obtain all permits required by the governing roadway agencies and shall provide detailed traffic control plans as required and implement and maintain approved traffic control measures, including detour routes, as required. Traffic control and protection shall be in accordance with the *IDOT Standards Specifications* and *IDOT Highway Standards*, current edition.

All work zone traffic control and protection shall be in compliance with the *Manual on Uniform Traffic Control Devices*, current edition.

All road closures shall be indicated by Type III barricades placed at the beginning and end of the closure, in addition to at all side intersections. Construction areas shall be further protected by barrels or Type I barricades so that plant personnel have proper visual warning. Flashers shall be in good working order so that barricades remain visible at nighttime.

### **39.2 Required Submittals**

1. Copies of approved traffic control plans.

### **39.3 Payment**

This work will be paid for at the Contract Lump Sum price for **Traffic Control and Protection, Complete**.

## **40 Topsoil Furnish and Place, 6" Seeding, Class 1 with Fertilizer Seeding, Class 4A with Fertilizer**

### **40.1 General**

This work shall include preparing areas to be seeded, furnishing and placing topsoil as required, removal and disposal of unsuitable materials, seeding, fertilizing, and maintenance until final acceptance.

All restoration shall be completed in accordance with District requirements. All restoration including, but not limited to, fences, sidewalks, all other slab work, concrete and asphalt, drainage channels, riprap, fences, turf areas and dry wells, etc., disturbed or damaged as a result of construction shall be promptly completed, equal to or better than the pre-construction conditions, as directed by the District. All restoration shall be guaranteed by the Contractor for a period of one (1) year following satisfactory completion and final acceptance of the work. Topsoil shall be as specified in T.S. 4:2c of the District's *General Provisions and Technical Specifications for Sanitary Sewer Construction*.

All drainage devices shall be cleaned of debris and replaced at original elevations. Pipes, which in the estimation of the District, have been significantly damaged by the Contractor, shall be replaced with new pipe or structures of the same diameter, length and/or type, at no added expense to the District or the Owner. All work shall be to the satisfaction of the District. When necessary, temporary restoration of roads, drives, fences, etc. will be required, all costs incidental to the Contract.

Suppliers shall be prepared to certify that their product has been satisfactorily laboratory and field tested, and that it meets all of the foregoing requirements based upon such testing.

**Guarantee:** All seeded areas shall be maintained for at least thirty (30) days after application. Scattered bare spots no larger than two square feet will be allowed up to a maximum of five percent (5%) of any seeded area.

### **Seeding**

This work shall be in accordance with Section 250 of the IDOT *Standard Specifications*. Ground surfaces including right-of-ways that were covered with grass prior to construction, shall be seeded in accordance with all applicable specifications and as directed by the District. The Contractor shall make certain that all disturbed areas have the same depth (6" minimum) and quality of approved topsoil at the surface as existed prior to construction.

Seedbed preparation shall be done according to Article 250.05 of the IDOT *Standard Specifications*.

The seeding mixture used shall be IDOT Class 1 or Class 4A as shown on the Plans.

Reference is made to the District's *General Provisions and Technical Specifications for Sanitary Sewer Construction*, T.S. 4:2, for specifications on seeding and sodding and fertilizer, and to Sections 250 and 251 of the IDOT *Standard Specifications*.

Seeding shall be placed on six-inch (6"), minimum, topsoil bed. The District shall approve the locations from which the topsoil is to be obtained. When requested by the District, a sample of the proposed topsoil shall be submitted to the District in a one-quart glass container, completely filled, with a chemical and mechanical analysis of the topsoil by an approved testing laboratory.

Seeding methods shall follow those mentioned in Article 250.06 of the IDOT *Standard Specifications*. Mowing to discourage weed growth shall be completed by the Contractor until the project is accepted by the District.

### **Fertilizing**

Fertilizer work shall be done in accordance with Article 250.04 of the IDOT *Standard Specifications* and be applied at the rate of 400 lbs./acre.



## **Mulch**

Straw mulch shall not be installed on seeded areas, instead all seeded areas shall be completed with erosion control blanket. Said erosion control blanket shall be paid for under the **Erosion Control Blanket** pay item.

### **40.2 Materials**

Topsoil utilized from off-site sources shall be in accordance with Article 1081.05(a) of the IDOT *Standard Specifications*.

The seeding mixture used shall be IDOT Class 1 or Class 4A in accordance with the IDOT *Standard Specifications* as shown on the Plans.

Fertilizer shall have 270 lbs. of nutrients per acre with an analysis of 10-10-10 and be in accordance with Article 1081.08 of the IDOT *Standard Specifications*.

### **40.3 Required Submittals**

1. Topsoil certifications (if being delivered from off-site).
2. Seed mixtures.
3. Fertilizer specifications and certifications.

### **40.4 Payment**

This work will be paid for at the Contract unit price per Square Yard for **Topsoil Furnish and Place, 6", Seeding, Class 1 with Fertilizer, and Seeding, Class 4A with Fertilizer** which cost shall include furnishing topsoil, placing topsoil, seedbed preparation, seeding, and fertilizer application.

## **41 Construction Layout**

### **41.1 General**

This work shall be in accordance with IDOT *Recurring Special Provision #10: Construction Layout Stakes* as included in this Contract, and shall consist of the Contractor providing all layout for the construction of this project to the lines and grades as shown on the plans.

The District shall perform layout checks periodically, and specifically before any PCC pavement, curb and gutter, and HMA paving is performed.

### **41.2 Materials** – Not used.

### **41.3 Required Submittals** – Not used.

### **41.4 Payment**

Payment shall be made at the Contract unit price per Lump Sum for **Construction Layout**.

## **42 Cleanup**

### **42.1 General**

Upon completion of work, the Contractor shall clean up and remove all construction debris, materials, equipment, machines, temporary concrete washouts etc., from the entire project area. All excavations shall be backfilled neatly to original grade, and any excess materials shall be hauled away to a site acceptable to the District. All roadway surfaces shall be kept free and clear of all mud and construction debris.

### **42.2 Payment**

No separate payment will be made for Cleanup, complete. All costs associated with this work shall be included in construction.

Not to be used for bidding purposes

**Section II**  
**Contract Forms**

## Proposal

**Project:** Plant Roadway Improvements 2020, Capital Project No. 2106

**Location:** Rock River Water Reclamation District Treatment Plant  
3333 Kishwaukee Street, Rockford, IL

**Completion Date:** December 4, 2020

**Liquidated Damages:** \$300/calendar day per each completion date deadline

To: Board of Trustees  
Rock River Water Reclamation District  
3501 Kishwaukee Street  
Rockford, IL 61109

From: \_\_\_\_\_  
(Individual, Partnership or Corporation, as case may be)

\_\_\_\_\_  
(Address of Individual, Partnership or Corporation)

Gentlemen:

I (We), the undersigned, hereby propose to furnish all materials, equipment, tools, services, labor, and whatever else may be required to construct and place in service the above subject Sanitary Sewer for the Rock River Water Reclamation District all in accordance with the plans and specifications, provided by the Rock River Water Reclamation District. The undersigned also affirms and declares:

1. That I (we), have, examined and am (are) familiar with all the related contract documents and found that they are accurate and complete and are approved by the undersigned.
2. That I (we), have carefully examined the site of the work, and that, from my (our) investigation, has satisfied myself (ourselves) as to the nature and location of the work, the character, quality, and quantity of materials and the kind and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, effect the work or its performance.
3. That this bid is made without any understanding, agreement or connection with any other person, firm, or corporation making a bid for the same purposes, and is in all respects fair and without collusion or fraud; and that I (we) are not barred from bidding as a result of a bid-rigging or bid-rotating conviction.

4. That accompanying the Proposal is a Bidder's Bond in the amount specified in Article 1, Notice to Bidders, payable to the Board of Trustees of the Rock River Water Reclamation District, which it is agreed, shall be retained as liquidated damages by said Rock River Water Reclamation District if the undersigned fails to execute the Contract in conformity with the contract documents incorporated in the contract documents and furnish bond as specified, within ten (10) days after notification of the award of the contract to the undersigned.
5. The Bidder is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Contract proposed to be entered into.
6. The Bidder is not in arrears to the Rock River Water Reclamation District, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the Rock River Water Reclamation District.
7. No officer or employee or person whose salary is payable in whole or in part by the District is, shall be or become interested, directly or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this Proposal, or in the performance of the Contract, or in the work to which it is relates, or in any portion of the profits thereof.
8. The Bidder which I represent complies with all applicable requirements of the Americans with Disabilities Act (ADA) and the Occupational Safety and Health Act (OSHA) and that if said bidder is awarded a contract, it will complete all OSHA-required or ADA-required employee and customer training, will make available all required information, and will hold harmless and indemnify the District and the District's representatives.  
  
In regard to participation in an approved Apprenticeship program, upon request, Contractor will be required to provide written proof of participation.
9. The undersigned, as Bidder, declares that he has adopted and promulgated written sexual harassment policies in accordance with Public Act 99-093 and will make this information available upon request.
10. The undersigned, as Bidder, declares he will comply with prevailing wages in accordance with the Illinois Department of Labor Standards. The State of Illinois requires contractors and subcontractors on public works projects (including Rock River Water Reclamation District) to submit certified payroll reports via the State's Certified Transcript of Payroll Portal found at [www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx](http://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx).
11. The undersigned, as Bidder, declares he will comply with the Federal Drug Free Workplace Act.
12. The undersigned, as Bidder, declares he will comply with Public Act 83-1030 entitled "Steel Products Procurement Act".
13. The undersigned, as Bidder, declares he will comply with Public Act 96-929 (30 ILCS 570) regarding Illinois residents' employment.
14. The undersigned, as Bidder, declares he will comply with non-discrimination in employment in accordance with the Illinois Fair Employment Practices Commissions Rules & Regulations.

15. The undersigned, as Bidder, declares that he currently participates in an apprenticeship or training program that is registered with the United States Department of Labor's Bureau of Apprenticeship and Training or other acceptable State of Illinois Department of Labor monitored program.

In submitting this bid, it is understood that the right is reserved by the Rock River Water Reclamation District to reject any and all bids. It is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.

The undersigned further declares that he (they) has (have) carefully examined the following items of work and that the cost of all the work to complete this project is given in this Proposal.

*Not to be used for bidding purposes*

Item No.	Quantity	Unit	Description	Unit Price (In Writing)	Unit Price (In Figures)	Total Price (In Figures)
1	1.0	LS	Clearing & Grubbing/Tree Removal			
2	1,601.0	CY	Earth Excavation			
3	500.0	CY	Removal & Disposal of Unsuitable Material			
4	341.0	CY	Furnished Excavation			
5	136.0	LF	Grading & Shaping Ditches			
6	3,062.0	SY	Erosion Control Blanket			
7	819.0	LF	Perimeter Erosion Barrier			
8	1.0	EACH	Inlet & Pipe Protection			
9	55.0	POUND	Temporary Erosion Control Seeding			
10	20.0	LF	Temporary Ditch Checks			
11	95.0	SY	Stabilized Construction Entrance			
12	31.0	SY	Stone Rip Rap, RR-5, 30"			
13	31.0	SY	Filter Fabric			
14	2,016.0	TON	Aggregate Base Course, Ty. B			
15	700.0	CY	Aggregate Subgrade Improvement			
16	3,249.0	SY	Pavement Removal			
17	368.0	TON	Hot-Mix Asphalt Binder Course, IL-19.0, N50			
18	195.0	TON	Hot-Mix Asphalt Surface Course, IL-9.5, Mix "C", N50			
19	2,346.0	SY	Portland Cement Concrete Pavement, 10" (Jointed)			
20	2,346.0	SY	Winter Protection of Concrete			
21	3,021.0	SF	Portland Cement Concrete Sidewalk, 6"			
22	19.0	SY	Portland Cement Concrete Sleeper Slab			
23	1,465.0	LF	Combination Curb & Gutter Removal			
24	2,789.0	LF	Combination Curb & Gutter Ty. M6.18 (Modified)			

Item No.	Quantity	Unit	Description	Unit Price (In Writing)	Unit Price (In Figures)	Total Price (In Figures)
25	2.0	CY	Class SI Concrete (Outlet)			
26	196.0	LF	Pipe Culverts Removal			
27	77.0	LF	Pipe Culverts, Class D, Type 1, 12"			
28	4.0	EACH	Metal Flared End Section, 12"			
29	3.0	EACH	Removing Catch Basins			
30	1.0	EACH	Fire Hydrants To Be Adjusted			
31	7.0	EACH	Manholes To Be Adjusted			
32	19.0	EACH	Valve Box To Be Adjusted			
33	355.0	LF	Chain Link Fence Removal			
34	355.0	LF	Chain Link Fence, 6', Special			
35	360.0	LF	Temporary Fence			
36	3.0	EACH	Remove Existing Concrete Foundation			
37	1.0	LS	Traffic Control & Protection, Complete			
38	1.0	LS	Landscape Grading & Restoration			
39	3,062.0	SY	Topsoil Furnish & Place, 6"			
40	3,012.0	SY	Seeding Class 1 & Fertilizing			
41	50.0	SY	Seeding Class 4A & Fertilizing			
42	1.0	LS	Construction Layout			
TOTAL BID PRICE:						
				(In Writing)		(In Figures)



The undersigned acknowledges receiving Addendum numbers \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and realizes that all Addenda are considered part of the contract.

Contractor Name: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

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

Not to be used for bidding purposes

# Fair Employment Practices Affidavit of Compliance

Project: Plant Roadway Improvements 2020, Capital Project No. 2106

NOTE: THE BIDDER MUST EXECUTE THIS AFFIDAVIT AND SUBMIT IT WITH ITS SIGNED BID. THE ROCK RIVER WATER RECLAMATION DISTRICT CANNOT ACCEPT ANY BID WHICH DOES NOT CONTAIN THIS AFFIDAVIT

\_\_\_\_\_, being first duly sworn, deposes and says that:  
(Name of person making affidavit)

They are: \_\_\_\_\_ of \_\_\_\_\_  
(Officer's Title) (Company Name)

that said company is and "Equal Opportunity Employer" as defined by Section 2000(e) of Chapter 21, Title 42 of the United States Code annotated and Federal Executive Orders #11375 which are incorporated herein by reference;

and that said company will comply with any and all requirements of Title 44 Admin. Code 750. APPENDIX A – Equal Opportunity Clause, Rules and Regulations, Illinois Department of Human Rights, which read as follows:

"In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance to this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizen status, age, physical or mental handicap unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.
4. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
5. That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 32 Ill. Reg. 16484, effective September 23, 2008)"

IL Dept of Human Rights Registration No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we:

\_\_\_\_\_ (hereinafter called the Principal) and

\_\_\_\_\_ (hereinafter called the Surety)

a Corporation chartered and existing under the laws of the State of \_\_\_\_\_ with its principal offices in the City of \_\_\_\_\_ and authorized to do business in the State of Illinois are held and firmly bound onto the Rock River Water Reclamation District of Winnebago County, Illinois (District), in the full and just sum of: **FIVE PERCENT (5%) OF THE TOTAL BID PRICE** good lawful money of the United States of America, to be paid upon demand of the District, to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the District, a proposal for constructing Sanitary Sewers and Appurtenances.

WHEREAS, the Principal desires to file this bond, in accordance with law, to accompany this Proposal.

NOW THEREFORE, The conditions of this obligation are such that if the Proposal be accepted, the Principal shall, within ten days after the date of receipt of a written notice of award of Contract, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth therein, in the form and manner required by the District, and execute a sufficient and satisfactory Contract Performance Bond payable to said District in an amount of one hundred percent (100%) of the Contract price (including alternates) in form and with security satisfactory to said District, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid District, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**Principal**

(Seal)

By \_\_\_\_\_

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

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

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

Attest:

\_\_\_\_\_  
Secretary

(Seal)

By \_\_\_\_\_

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

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

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

# Agreement

## 1. General

THIS AGREEMENT, made and concluded this \_\_\_\_ day of \_\_\_\_\_, 2020, between the Rock River Water Reclamation District, Rockford, Illinois (District), acting by and through the Board of Trustees, and \_\_\_\_\_, his/their executors, administrators, successors or assigns:

## 2. Scope of Work

WITNESSETH: That for and in consideration of the payments and agreements made in the Proposal attached hereto, to be made and performed by the District and according to the terms expressed in the Bond referring to these presents, the Contractor agrees with the District at his/their own proper cost and expense to do all the work, furnish all equipment, materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the District and its representative.

And it is also understood and agreed that the Bidding Requirements, Detailed Specifications, Contract Forms, General Conditions, General Requirements, Technical Specifications, Plans, Addenda, and provisions required by law are all essential documents of the contract, and are a part hereof, as if herein set out verbatim or as if attached, except for titles, subtitles, headings, table of contents and portions specifically excluded.

## 3. Contract Price

The District shall pay to the Contractor, and the Contractor shall accept, in full payment for the performance of this Contract, subject to any additions or deductions provided for hereby, in current funds, the Total Contract Price of \_\_\_\_\_ and 00/100 (\$\_\_\_\_\_).

Payments are to be made to the Contractor in accordance with and subject to the provisions of Section 7 of this Agreement, which is a part of this Contract.

## 4. Bond

The Contractor has entered into and herewith tenders a bond of even date herewith, in the penal sum of \_\_\_\_\_ and 00/100 (\$\_\_\_\_\_) to insure the faithful performance of this Contract, which said bond is hereby made a part of this Contract by reference.

## 5. Maintenance and Guarantee

The Contractor shall promptly repair, replace, restore or rebuild any imperfections that may arise and shall maintain satisfactory to the District all work for a period three years from the date of final acceptance of the Contract for trench settlement and for a period of two years all other work, except where periods of maintenance and guarantee are provided for. The Contractor shall, for this period, indemnify and save harmless the District, its officers and agents from any injury done to

property or persons as a direct or alleged result of imperfections in the Contractors' work, and shall immediately assume and take charge of the defense of such action or suits in like manner and to all intents and purposes as if said actions and suits had been brought directly against the Contractor.

If the Contractor shall fail to repair, replace, rebuild or restore such defective or damaged work promptly after receiving notice given by the District, the District shall have the right to have the work done by others and to call on the Contractor and his bondsman to pay the costs thereof.

## **6. Contract Execution**

IT IS EXPRESSLY UNDERSTOOD AND AGREED that the entire improvement shall be done in a thorough and workmanlike manner, under the direction and to the satisfaction of the District and in full compliance with all the requirements of its representative under them. All loss or damage arising out of the nature of the work to be done, or from any detention of unforeseen obstruction or difficulty which may be encountered in the prosecution of the work, or from the action of the elements, shall be sustained by the Contractor.

The Contractor will be held responsible for all accidents, and hereby agrees to indemnify and protect the District from all suits, claims, and actions brought against it, and all cost, and damages which the District may be put to by reason of an injury or alleged injury, to the person or property of another in the execution of this contract, or the performance of the work, or in guarding the same, or for any material used in its prosecution or in its construction.

Any person employed on the work who shall refuse or neglect to obey the directions of the District or its representative, or who shall be deemed by the District to be incompetent, or who shall be guilty of any disorderly conduct, or who shall commit any trespass on any public or private property in the vicinity of the work, shall at once be removed from the work by the Contractor when so requested by the District.

Any request to extend the contract completion date must be considered by the Board at the Board meeting prior to the then-existing contract termination date. Any deviation from this action will result in the liquidated damage clause in the contract to be exercised.

## **7. Payments to Contractor**

The District hereby covenants and agrees, in consideration of the covenants and agreements in this Contract, specified to be kept and performed by the Contractor and subject to the conditions herein contained, and if the District receives an acceptable invoice prior to the tenth day of the month and receives approval of the work by the District Engineering Manager, the District shall issue payment before the fifth day of the succeeding month. If the District receives an acceptable invoice on or after the tenth day of the month, the District shall issue payment before the fifth day of the second succeeding month.

The District reserves the right at all times to refuse to issue payment in case the Contractor has neglected or failed to pay any subcontractors, workmen or employee on the work.

## **8. Subcontracts**

No part of the work herein provided for shall be sublet or subcontracted without the express consent of the District, to be entered in the records, and in no case shall consent relieve the Contractor from the obligation herein entered into, or change the terms of this Agreement.

## **9. Contractor's Responsibility**

This Contract shall extend to and be binding upon the successors and assigns, and upon the heirs, administrators, executors, and legal representatives of the Contractor.

In consideration of and to induce the award of this Contract to him, the Contractor represents and warrants: that he is not in arrears to the District upon debt of the Contract and that he is not a defaulter, as surety, contractor or otherwise; that he is financially solvent and sufficiently experienced and competent to perform the work; that the work can be performed as called for by the Contract; that the facts stated in his proposal and the information given by him is true and correct in all respects, and that he is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of this Contract and that his information was secured by personal investigation and research.

The Contractor shall pay not less than the prevailing wage rate as determined by the Department of Labor, to all laborers, workmen and mechanics performing work under this Contract. Contractor shall comply with current revisions of the wage standards; as required by law. The Contractor shall be responsible for verifying the prevailing wages each month and notifying all subcontractors of the appropriate monthly rates. The State of Illinois requires contractors and subcontractors on District projects to submit certified payroll reports via the State's Certified Transcript of Payroll Portal currently found at: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>. The Contractor is responsible for verifying current website.

In regard to nondiscrimination in employment, Contractor will be required to comply with the Illinois Fair Employment Practices Commission's Rules and Regulations as provided herein.

The Contractor shall comply with the American Disabilities Act of 1990 (ADA). The Contractor will hold harmless and indemnify the District and their representatives from all:

- (a) suits, claims, or actions;
- (b) costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlement, and;
- (c) damages of any kind (including but not limited to actual, punitive, and compensatory damages)

relating in any way to or arising out of the ADA, to which said firm is exposed or which it incurs in the execution of the contract.

Contractor shall also comply with Public Act 99-0933, which requires any party to a contract to adopt and enforce a written policy regarding sexual harassment that includes, as a minimum, the following information:

- (a) the illegality of sexual harassment
- (b) the definition of sexual harassment under Illinois State law;
- (c) a description of sexual harassment, utilizing examples;

- (d) my (our) organization's internal complaint process including penalties;
- (e) through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
- (f) directions on how to contact the Department and the Commission; and
- (g) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

Upon request this information will be provided to the Illinois Department of Human Rights. Upon District award of a contract, the District will be provided this information described no more than ten working days after the District issues its award notification.

The Contractor shall comply with Article 2 of Public Act 83-1472 which provides that Illinois residents be employed on Illinois public works projects, provided there has been a period of excessive unemployment (5%) in the State of Illinois as defined in the Act; and further, that Illinois workers are available and capable of performing the particular type work involved.

The Contractor shall comply with all rules and regulations of OSHA during the execution of this Contract.

The Contractor shall comply with the Federal Drug Free Workplace Act.

The Steel Products Procurement Act, Illinois Public Act 83-1030, requires that steel products used or supplied in performance of this Contract or subcontract shall be manufactured or produced in the United States with three exceptions, as explained in the Instructions to Bidders.

The Contractor shall comply with Public Act 96-1416 regarding the disposal of CCDD and uncontaminated soil at CCDD fill sites as explained in the Instructions to Bidders.

## **10. Time**

Work under this Agreement shall be commenced upon written Notice to Proceed. The completion date for this project shall be December 4, 2020.

## **11. Liquidated Damages**

The amount of liquidated damages shall be \$300.00 per calendar day.

## **12. Counterparts**

This Agreement may be executed and recorded in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The Parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. Each of the parties (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.



### 13. Seals

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

**Rock River Water Reclamation District  
Winnebago County, Illinois**

(Seal)

By \_\_\_\_\_  
President, Board of Trustees

ATTEST: \_\_\_\_\_  
Clerk of the Board

**Contractor**

(Corporate Seal)

By \_\_\_\_\_  
Contractor's Officer

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

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

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

ATTEST: \_\_\_\_\_

## Labor & Material Payment Bond

TO: \_\_\_\_\_ Contractor Name

\_\_\_\_\_ Contractor City, State

KNOW ALL MEN BY THESE PRESENTS

That \_\_\_\_\_ (Contractor)

as Principal, and \_\_\_\_\_

a corporation of the State of \_\_\_\_\_ as Surety, are held and firmly bound unto the Rock River Water Reclamation District, as Obligee, for the use and benefit of claimants as hereinafter defined in the amount of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment where of Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ 20\_\_ Entered into a Contract with Obligee for \_\_\_\_\_ in accordance with contract documents prepared by the Rock River Water Reclamation District which Contract is by reference made a part hereof, and is hereinafter referred to as "the Contract".

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that if Principal shall promptly pay for all laborers, workers and mechanics engaged in the work under the Contract, and not less than the general prevailing rate of hourly wages of a similar character in the locality in which the work is performed, as determined by the State of Illinois Department of Labor pursuant to the Illinois Compiled Statutes 280 ILCS 130 / 1-12 et.seq. and for all material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

1. A claimant is deemed as any person, firm, or corporation having contracts with the Principal or with any of Principal's subcontractors for labor or materials furnished in the performance of the Contract on account of which this Bond is given.
2. Nothing in this Bond contained shall be taken to make the Obligee liable to any subcontractor, material man or laborer, or to any other person to any greater extent than it would have been liable prior to the enactment of The Public Construction Bond Act, approved June 20, 1931, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of the Contract shall have no right of action unless he shall have filed a verified notice of such claim with the Obligee within 180 days after the date of the last item of work or the furnishing of the last item of materials, which claim shall have been verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business within the State the principal place of business of the corporation, and in all cases of partnership the names and residences of each of the partners, the name of the Contractor

for the Obligee, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. No defect in the notice herein provided for shall deprive the claimant of its right of action under the terms and provisions of this Bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same.

3. No action shall be brought on this Bond until the expiration of 120 days after the date of the last item of work or of the furnishing of the last item of material except in cases where the final settlement between Obligee and the Contractor shall have been made prior to the expiration of the 120 day period, in which case action may be taken immediately following such final settlement; nor shall any action of any kind be brought later than 6 months after the acceptance by the Obligee of the work. Such suit shall be brought only in the circuit court of this State in the judicial district in which the Contract is to be performed.
4. Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.
5. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
6. The Principal and Surety shall be liable for any attorneys' fees, engineering costs, or court costs incurred by the Obligee relative to claims made against this Bond.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR**

**SURETY**

\_\_\_\_\_  
Contractor Firm Name

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

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

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Attorney-in-Fact Signature

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

\_\_\_\_\_  
Resident Agent

ATTEST:

\_\_\_\_\_  
Corporate Secretary (Corporations only)

## Performance Bond

**KNOW ALL MEN BY THESE PRESENTS**, that WHEREAS, the Rock River Water Reclamation District has awarded to: \_\_\_\_\_ hereinafter designated as the “Principal”, a contract, dated, \_\_\_\_\_, for the Rock River Water Reclamation District.

**WHEREAS**, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract (the “Bond”);

**NOW, THEREFORE**, we the Principal and \_\_\_\_\_, as Surety, are firmly bound unto the Rock River Water Reclamation District in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents for a performance bond. The conditions of this obligation is such that if the said Principal does well and faithfully performs all the conditions and covenants of said Contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation is to be null and void, otherwise to remain in full force and effect.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the above bounden Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, including the provisions for liquidated damages in the said Contract, any changes, additions or alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Rock River Water Reclamation District, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same and no inadvertent overpayment of progress payments shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications or of any inadvertent overpayment of progress payments. The Rock River Water Reclamation District shall be named as beneficiary on this Performance Bond.

**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**CONTRACTOR**

**SURETY**

\_\_\_\_\_  
Contractor Firm Name

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

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

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Attorney-in-Fact Signature

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

\_\_\_\_\_  
Resident Agent

ATTEST:

\_\_\_\_\_  
Corporate Secretary (Corporations only)

**Section III**  
**IDOT Check Sheets**



The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	64
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	67
3	<input type="checkbox"/> EEO	68
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	78
5	<input type="checkbox"/> Required Provisions - State Contracts	83
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	89
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal	90
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	91
9	<input type="checkbox"/> Construction Layout Stakes Except for Bridges	92
10	<input checked="" type="checkbox"/> Construction Layout Stakes	95
11	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	98
12	<input type="checkbox"/> Subsealing of Concrete Pavements	100
13	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	104
14	<input type="checkbox"/> Pavement and Shoulder Resurfacing	106
15	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	107
16	<input type="checkbox"/> Polymer Concrete	109
17	<input type="checkbox"/> PVC Pipeliner	111
18	<input type="checkbox"/> Bicycle Racks	112
19	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	114
20	<input type="checkbox"/> Work Zone Public Information Signs	116
21	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	117
22	<input type="checkbox"/> English Substitution of Metric Bolts	118
23	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	119
24	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	120
25	<input checked="" type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	128
26	<input type="checkbox"/> Digital Terrain Modeling for Earthwork Calculations	144
27	<input type="checkbox"/> Reserved	146
28	<input type="checkbox"/> Preventive Maintenance - Bituminous Surface Treatment	147
29	<input type="checkbox"/> Reserved	153
30	<input type="checkbox"/> Reserved	154
31	<input type="checkbox"/> Reserved	155
32	<input type="checkbox"/> Temporary Raised Pavement Markers	156
33	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	157
34	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	160
35	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	164

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	<b>Reserved</b>	168
LRS 2	<input type="checkbox"/> Furnished Excavation	169
LRS 3	<input type="checkbox"/> Work Zone Traffic Control Surveillance	170
LRS 4	<input type="checkbox"/> Flaggers in Work Zones	171
LRS 5	<input type="checkbox"/> Contract Claims	172
LRS 6	<input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	173
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	179
LRS 8	<b>Reserved</b>	185
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	186
LRS 10	<b>Reserved</b>	187
LRS 11	<input type="checkbox"/> Employment Practices	188
LRS 12	<input type="checkbox"/> Wages of Employees on Public Works	190
LRS 13	<input type="checkbox"/> Selection of Labor	192
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	193
LRS 15	<input type="checkbox"/> Partial Payments	196
LRS 16	<input type="checkbox"/> Protests on Local Lettings	197
LRS 17	<input type="checkbox"/> Substance Abuse Prevention Program	198
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	199



## CHECK SHEET #10

State of Illinois  
Department of Transportation

### SPECIAL PROVISION FOR CONSTRUCTION LAYOUT STAKES

Effective: May 1, 1993  
Revised: January 1, 2007

Description. The Contractor shall furnish and place construction layout stakes for this project. The Department will provide adequate reference points to the centerline of survey and bench marks as shown in the plans and listed herein. Any additional control points set by the Department will be identified in the field to the Contractor and all field notes will be kept in the office of the Resident Engineer.

The Contractor shall provide field forces, equipment, and material to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary bench marks, necessary to secure a correct layout of the work. Stakes for line and grade of pavement and/or curb shall be set at sufficient station intervals (not to exceed 50 ft (15 m)) to assure substantial conformance to plan line and grade. The Contractor will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract nor to determine property lines between private properties.

The Contractor shall be responsible for having the finished work conform to the lines, grades, elevations, and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the Department Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his/her responsibility to secure the proper dimensions, grades and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and bench marks and shall have them reset when any are damaged, lost, displaced, removed, or otherwise obliterated.

#### Responsibility of the Department.

- (a) The Department will locate and reference the centerline of all roads and streets, except interchange ramps. The centerline of private entrances and short street intersection returns may not be located or referenced by the Department.

Locating and referencing the centerline of survey will consist of establishing and referencing the control points of the centerline of surveys such as PC's, PT's and as many POT's as are necessary to provide a line of sight.

- (b) Bench marks will be established along the project outside of construction lines not exceeding 1000 ft (300 m) intervals horizontally and 20 ft (6 m) vertically.

## CHECK SHEET #10

- (c) Stakes set for (a) and (b) above will be identified in the field to the Contractor.
- (d) The Department will make random checks of the Contractor's staking to determine if the work is in conformance with the plans. Where the Contractor's work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.
- (e) The Department will set all stakes for utility adjustments and for building fences along the right-of-way line by parties other than the Contractor.
- (f) The Department will make all measurements and take all cross sections from which the various pay items will be measured.
- (g) Where the Contractor, in setting construction stakes, discovers discrepancies, the Department will check to determine their nature and make whatever revisions are necessary in the plans, including the recross sectioning of the area involved. Any additional restaking required by the Engineer will be the responsibility of the Contractor. The additional restaking done by the Contractor will be paid for according to Article 109.04 of the Standard Specifications.
- (h) The Department will accept responsibility for the accuracy of the initial control points as provided herein.
- (i) It is not the responsibility of the Department, except as provided herein, to check the correctness of the Contractor's stakes; any errors apparent will be immediately called to the Contractor's attention and s(he) shall make the necessary correction before the stakes are used for construction purposes.
- (j) Where the plan quantities for excavation are to be used as the final pay quantities, the Department will make sufficient checks to determine if the work has been completed in conformance with the plan cross sections.

### Responsibility of the Contractor.

- (a) The Contractor shall establish from the given survey points and bench marks all the control points necessary to construct the individual project elements. S(he) shall provide the Engineer adequate control in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to, line and grade stakes, line and grade nails in form work, and/or filed or etched marks in substantially completed construction work. It is the Contractor's responsibility to tie in centerline control points in order to preserve them during construction operations.
- (b) At the completion of the grading operations, the Contractor shall set stakes at 100 ft (25 m) Station intervals along each profile grade line. These stakes will be used for final cross sectioning by the Department.

**CHECK SHEET #10**

- (c) The Contractor shall locate the right-of-way points for the installation of right-of-way markers. The Contractor shall set all line stakes for the construction of fences by the Contractor.
- (d) All work shall be according to normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the Department at the completion of the project. All notes shall be neat, orderly and in accepted form.
- (e) For highway structure staking, the Contractor shall use diligent care and appropriate accuracy. Points shall be positioned to allow reuse throughout the construction process. Prior to the beginning of construction activities, all structure centerlines and pier lines are to be established by the Contractor and checked by the Engineer. The Contractor shall provide a detailed structure layout drawing showing span dimensions, staking lines and offset distances.

Measurement and Payment. This work will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT.

CHECK SHEET #25

State of Illinois  
Department of Transportation

SPECIAL PROVISION  
FOR  
QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE MIXTURES

Effective: April 1, 1992  
Revised: January 1, 2015

Add the following to Section 1020 of the Standard Specifications:

**"1020.16 Quality Control/Quality Assurance of Concrete Mixtures.** This Article specifies the quality control responsibilities of the Contractor for concrete mixtures (except Class PC and PS concrete), cement aggregate mixture II, and controlled low-strength material incorporated in the project, and defines the quality assurance and acceptance responsibilities of the Engineer.

A list of quality control/quality assurance (QC/QA) documents is provided in Article 1020.16(g), Schedule D.

A Level I Portland Cement Concrete (PCC) Technician shall be defined as an individual who has successfully completed the Department's training for concrete testing.

A Level II Portland Cement Concrete (PCC) Technician shall be defined as an individual who has successfully completed the Department's training for concrete proportioning.

A Level III Portland Cement Concrete (PCC) Technician shall be defined as an individual who has successfully completed the Department's training for concrete mix design.

A Concrete Tester shall be defined as an individual who has successfully completed the Department's training to assist with concrete testing and is monitored on a daily basis.

Aggregate Technician shall be defined as an individual who has successfully completed the Department's training for gradation testing involving aggregate production and mixtures.

Mixture Aggregate Technician shall be defined as an individual who has successfully completed the Department's training for gradation testing involving mixtures.

Gradation Technician shall be defined as an individual who has successfully completed the Department's training to assist with gradation testing and is monitored on a daily basis.

- (a) Equipment/Laboratory. The Contractor shall provide a laboratory and test equipment to perform their quality control testing.

## CHECK SHEET #25

The laboratory shall be of sufficient size and be furnished with the necessary equipment, supplies, and current published test methods for adequately and safely performing all required tests. The laboratory will be approved by the Engineer according to the current Bureau of Materials and Physical Research Policy Memorandum "Minimum Private Laboratory Requirements for Construction Materials Testing or Mix Design". Production of a mixture shall not begin until the Engineer provides written approval of the laboratory. The Contractor shall refer to the Department's "Required Sampling and Testing Equipment for Concrete" for equipment requirements.

Test equipment shall be maintained and calibrated as required by the appropriate test method, and when required by the Engineer. This information shall be documented on the Department's "Calibration of Concrete Testing Equipment" forms BMPR PCCQ01 through BMPR PCCQ09.

Test equipment used to determine compressive or flexural strength shall be calibrated each 12 month period by an independent agency, using calibration equipment traceable to the National Institute of Standards and Technology (NIST). The Contractor shall have the calibration documentation available at the test equipment location.

The Engineer will have unrestricted access to the plant and laboratory at any time to inspect measuring and testing equipment, and will notify the Contractor of any deficiencies. Defective equipment shall be immediately repaired or replaced by the Contractor.

- (b) Quality Control Plan. The Contractor shall submit, in writing, a proposed Quality Control (QC) Plan to the Engineer. The QC Plan shall be submitted a minimum of 45 calendar days prior to the production of a mixture. The QC Plan shall address the quality control of the concrete, cement aggregate mixture II, and controlled low-strength material incorporated in the project. The Contractor shall refer to the Department's "Model Quality Control Plan for Concrete Production" to prepare a QC Plan. The Engineer will respond in writing to the Contractor's proposed QC Plan within 15 calendar days of receipt.

Production of a mixture shall not begin until the Engineer provides written approval of the QC Plan. The approved QC Plan shall become a part of the contract between the Department and the Contractor, but shall not be construed as acceptance of any mixture produced.

The QC Plan may be amended during the progress of the work, by either party, subject to mutual agreement. The Engineer will respond in writing to a Contractor's proposed QC Plan amendment within 15 calendar days of receipt. The response will indicate the approval or denial of the Contractor's proposed QC Plan amendment.

- (c) Quality Control by Contractor. The Contractor shall perform quality control inspection, sampling, testing, and documentation to meet contract requirements. Quality control includes the recognition of obvious defects

## CHECK SHEET #25

and their immediate correction. Quality control also includes appropriate action when passing test results are near specification limits, or to resolve test result differences with the Engineer. Quality control may require increased testing, communication of test results to the plant or the jobsite, modification of operations, suspension of mixture production, rejection of material, or other actions as appropriate. The Engineer shall be immediately notified of any failing tests and subsequent remedial action. Passing tests shall be reported no later than the start of the next work day.

When a mixture does not comply with specifications, the Contractor shall reject the material, unless the Engineer accepts the material for incorporation in the work, according to Article 105.03.

- (1) Personnel Requirements. The Contractor shall provide a Quality Control (QC) Manager who will have overall responsibility and authority for quality control. The jobsite and plant personnel shall be able to contact the QC Manager by cellular phone, two-way radio, or other methods approved by the Engineer.

The QC Manager shall visit the jobsite a minimum of once a week. A visit shall be performed the day of a bridge deck pour, the day a non-routine mixture is placed as determined by the Engineer, or the day a plant is anticipated to produce more than 1000 cu yd (765 cu m). Any of the three required visits may be used to meet the once per week minimum requirement.

The Contractor shall provide personnel to perform the required inspections, sampling, testing, and documentation in a timely manner. The Contractor shall refer to the Department's "Qualifications and Duties of Concrete Quality Control Personnel" document.

A Level I PCC Technician shall be provided at the jobsite during mixture production and placement, and may supervise concurrent pours on the project. For concurrent pours, a minimum of one Concrete Tester shall be required at each pour location. If the Level I PCC Technician is at one of the pour locations, a Concrete Tester is still required at the same location. Each Concrete Tester shall be able to contact the Level I PCC Technician by cellular phone, two-way radio, or other methods approved by the Engineer. A single Level I PCC Technician shall not supervise concurrent pours for multiple contracts.

A Level II PCC Technician shall be provided at the plant, or shall be available, during mixture production and placement. A Level II PCC Technician may supervise a maximum of three plants. Whenever the Level II PCC Technician is not at the plant during mixture production and placement, a Concrete Tester or Level I PCC Technician shall be present at the plant to perform any necessary concrete tests. The Concrete Tester, Level I PCC Technician, or other individual shall also be trained to perform any necessary aggregate moisture tests, if the Level II PCC Technician is not at the plant during mixture production and placement. The Concrete Tester, Level I PCC Technician, plant personnel, and jobsite personnel shall have the ability to contact the

## CHECK SHEET #25

Level II PCC Technician by cellular phone, two-way radio, or other methods approved by the Engineer.

For a mixture which is produced and placed with a mobile portland cement concrete plant as defined in Article 1103.04, a Level II PCC Technician shall be provided. The Level II PCC Technician shall be present at all times during mixture production and placement. However, the Level II PCC Technician may request to be available if operations are satisfactory. Approval shall be obtained from the Engineer, and jobsite personnel shall have the ability to contact the Level II PCC Technician by cellular phone, two-way radio, or other methods approved by the Engineer.

A Concrete Tester, Mixture Aggregate Technician, and Aggregate Technician may provide assistance with sampling and testing. A Gradation Technician may provide assistance with testing. A Concrete Tester shall be supervised by a Level I or Level II PCC Technician. A Gradation Technician shall be supervised by a Level II PCC Technician, Mixture Aggregate Technician, or Aggregate Technician.

- (2) Required Plant Tests. Sampling and testing shall be performed at the plant, or at a location approved by the Engineer, to control the production of a mixture. The required minimum Contractor plant sampling and testing is indicated in Article 1020.16(g) Schedule A.
- (3) Required Field Tests. Sampling and testing shall be performed at the jobsite to control the production of a mixture, and to comply with specifications for placement. For standard curing, after initial curing, and for strength testing, the location shall be approved by the Engineer. The required minimum Contractor jobsite sampling and testing is indicated in Article 1020.16(g), Schedule B.
- (d) Quality Assurance by Engineer. The Engineer will perform quality assurance tests on independent samples and split samples. An independent sample is a field sample obtained and tested by only one party. A split sample is one of two equal portions of a field sample, where two parties each receive one portion for testing. The Engineer may request the Contractor to obtain a split sample. Aggregate split samples and any failing strength specimen shall be retained until permission is given by the Engineer for disposal. The results of all quality assurance tests by the Engineer will be made available to the Contractor. However, Contractor split sample test results shall be provided to the Engineer before Department test results are revealed. The Engineer's quality assurance independent sample and split sample testing are indicated in Article 1020.16(g), Schedule C.
- (1) Strength Testing. For strength testing, Article 1020.09 shall apply, except the Contractor and Engineer strength specimens may be placed in the same field curing box for initial curing and may be cured in the same water storage tank for final curing.

## CHECK SHEET #25

- (2) Comparing Test Results. Differences between the Engineer's and the Contractor's split sample test results will be considered reasonable if within the following limits:

Test Parameter	Acceptable Limits of Precision
Slump	0.75 in. (20 mm)
Air Content	0.9%
Compressive Strength	900 psi (6200 kPa)
Flexural Strength	90 psi (620 kPa)
Slump Flow (Self-Consolidating Concrete (SCC))	1.5 in. (40 mm)
Visual Stability Index (SCC)	Not Applicable
J-Ring (SCC)	1.5 in. (40 mm)
L-Box (SCC)	10 %
Hardened Visual Stability Index (SCC)	Not Applicable
Dynamic Segregation Index (SCC)	1.0 %
Flow (Controlled Low-Strength Material (CLSM))	1.5 in. (40 mm)
Strength (CLSM)	40 psi (275 kPa)
Aggregate Gradation	See "Guideline for Sample Comparison" in Appendix "A" of the Manual of Test Procedures for Materials.

When acceptable limits of precision have been met, but only one party is within specification limits, the failing test shall be resolved before the material may be considered for acceptance.

- (3) Test Results and Specification Limits.

- a. Split Sample Testing. If either the Engineer's or the Contractor's split sample test result is not within specification limits and the other party is within specification limits, immediate retests on a split sample shall be performed for slump, air content, slump flow, visual stability index, J-Ring, L-Box, dynamic segregation index, flow (CLSM), or aggregate gradation. A passing retest result by each party will require no further action. If either the Engineer's or Contractor's slump, air content, slump flow, visual stability index, J-Ring, L-Box, dynamic segregation index, flow (CLSM), or aggregate gradation split sample retest result is a failure; or if either the Engineer's or Contractor's strength or hardened visual stability index test result is a failure and the other party is within specification limits; the following actions shall be initiated to investigate the test failure:
  1. The Engineer and the Contractor shall investigate the sampling method, test procedure, equipment condition, equipment calibration, and other factors.



## CHECK SHEET #25

2. The Engineer or the Contractor shall replace test equipment, as determined by the Engineer.
3. The Engineer and the Contractor shall perform additional testing on split samples, as determined by the Engineer.

For aggregate gradation, jobsite slump, jobsite air content, jobsite slump flow, jobsite visual stability index, jobsite J-Ring, jobsite L-Box, jobsite dynamic segregation index, and jobsite flow (CLSM), if the failing split sample test result is not resolved according to 1., 2., or 3., and the mixture has not been placed, the Contractor shall reject the material; unless the Engineer accepts the material for incorporation in the work, according to Article 105.03. If the mixture has already been placed, or if a failing strength or hardened visual stability index test result is not resolved according to 1., 2., or 3., the material will be considered unacceptable.

If a continued trend of difference exists between the Engineer's and the Contractor's split sample test results, or if split sample test results exceed the acceptable limits of precision, the Engineer and the Contractor shall investigate according to items 1., 2., and 3.

- b. Independent Sample Testing. For aggregate gradation, jobsite slump, jobsite air content, jobsite slump flow, jobsite visual stability index, jobsite J-Ring, jobsite L-Box, jobsite dynamic segregation index, jobsite flow (CLSM), if the result of a quality assurance test on a sample independently obtained by the Engineer is not within specification limits, and the mixture has not been placed, the Contractor shall reject the material; unless the Engineer accepts the material for incorporation in the work, according to Article 105.03. If the mixture has already been placed or the Engineer obtains a failing strength or hardened visual stability index test result, the material will be considered unacceptable.
- (e) Acceptance by the Engineer. Final acceptance will be based on the Standard Specifications and the following:
- (1) The Contractor's compliance with all contract documents for quality control.
  - (2) Validation of Contractor quality control test results by comparison with the Engineer's quality assurance test results using split samples. Any quality control or quality assurance test determined to be flawed may be declared invalid only when reviewed and approved by the Engineer. The Engineer will declare a test result invalid only if it is proven that improper sampling or testing occurred. The test result is to be recorded and the reason for declaring the test invalid will be provided by the Engineer.

## CHECK SHEET #25

- (3) Comparison of the Engineer's quality assurance test results with specification limits using samples independently obtained by the Engineer.

The Engineer may suspend mixture production, reject materials, or take other appropriate action if the Contractor does not control the quality of concrete, cement aggregate mixture II, or controlled low-strength material for acceptance. The decision will be determined according to (1), (2), or (3).

(f) Documentation.

- (1) Records. The Contractor shall be responsible for documenting all observations, inspections, adjustments to the mix design, test results, retest results, and corrective actions in a bound hardback field book, bound hardback diary, or appropriate Department form, which shall become the property of the Department. The documentation shall include a method to compare the Engineer's test results with the Contractor's results. The Contractor shall be responsible for the maintenance of all permanent records whether obtained by the Contractor, the consultants, the subcontractors, or the producer of the mixture. The Contractor shall provide the Engineer full access to all documentation throughout the progress of the work.

The Department's form BMPR MI504, form BMPR MI654, and form BMPR MI655 shall be completed by the Contractor, and shall be submitted to the Engineer weekly or as required by the Engineer. A correctly completed form BMPR MI504, form BMPR MI654, and form BMPR MI655 are required to authorize payment by the Engineer for applicable pay items.

- (2) Delivery Truck Ticket. The following information shall be recorded on each delivery ticket or in a bound hardback field book: initial revolution counter reading (final reading optional) at the jobsite; if the mixture is truck-mixed; time discharged at the jobsite; total amount of each admixture added at the jobsite; and total amount of water added at the jobsite.
- (g) Basis of Payment and Schedules. Quality Control/Quality Assurance of portland cement concrete mixtures will not be paid for separately, but shall be considered as included in the cost of the various concrete contract items.

# CHECK SHEET #25

## SCHEDULE A

CONTRACTOR PLANT SAMPLING AND TESTING			
Item	Test	Frequency	IL Modified AASHTO, IL Modified ASTM, or Illinois Test Procedure <sup>1/</sup>
Aggregates (Arriving at Plant)	Gradation <sup>2/</sup>	As needed to check source for each gradation number	ITP 2, ITP 11, ITP 27, and ITP 248
Aggregates (Stored at Plant in Stockpiles or Bins)	Gradation <sup>2/</sup>	2500 cu yd (1900 cu m) for each gradation number <sup>3/</sup>	ITP 2, ITP 11, ITP 27, and ITP 248
Aggregates (Stored at Plant in Stockpiles or Bins)	Moisture <sup>4/</sup> : Fine Aggregate	Once per week for moisture sensor, otherwise daily for each gradation number	Flask, Dunagan, Pychnometer Jar, or ITP 255
	Moisture <sup>4/</sup> : Coarse Aggregate	As needed to control production for each gradation number	Dunagan, Pychnometer Jar, or ITP 255
Mixture <sup>5/</sup>	Slump Air Content Unit Weight / Yield Slump Flow (SCC) Visual Stability Index (SCC) J-Ring (SCC) <sup>6/</sup> L-Box (SCC) <sup>6/</sup> Temperature	As needed to control production	R 60 and T 119 R 60 and T 152 or T 196 R 60 and T 121 ITP SCC-1 and ITP SCC-2 ITP SCC-1 and ITP SCC-2 ITP SCC-1 and ITP SCC-3 ITP SCC-1 and ITP SCC-4 R 60 and ASTM C 1064
Mixture (CLSM) <sup>7/</sup>	Flow Air Content Temperature	As needed to control production	ITP 307

1/ Refer to the Department's "Manual of Test Procedures for Materials".

2/ All gradation tests shall be washed. Testing shall be completed no later than 24 hours after the aggregate has been sampled.

3/ One per week (Sunday through Saturday) minimum, unless the stockpile has not received additional aggregate material since the previous test.

One per day minimum for a bridge deck pour, unless the stockpile has not received additional aggregate material since the previous test. The sample shall be taken and testing completed prior to the pour. The bridge deck aggregate sample may be taken the day before the pour or as approved by the Engineer.

4/ If the moisture test and moisture sensor disagree by more than 0.5 percent, retest. If the difference remains, adjust the moisture sensor to an average of two or more moisture tests. The Department's "Water/Cement Ratio Worksheet" form (BMPR PCCW01) shall be completed, when applicable.

#### CHECK SHEET #25

- 5/ The Contractor may also perform strength testing according to Illinois Modified AASHTO R 60, T 23, and T 22 or T 177; or water content testing according to Illinois Modified AASHTO T 318.

The Contractor may also perform other available self-consolidating concrete (SCC) tests at the plant to control mixture production.

- 6/ The Contractor shall select the J-Ring or L-Box test for plant sampling and testing.

- 7/ The Contractor may also perform strength testing according to ITP 307.

*Not to be used for bidding purposes*

## CHECK SHEET #25

## SCHEDULE B

CONTRACTOR JOBSITE SAMPLING & TESTING <sup>1/</sup>			
Item	Measured Property	Random Sample Testing Frequency per Mix Design and per Plant <sup>2/</sup>	IL Modified AASHTO, IL Modified ASTM, or Illinois Test Procedure
Pavement, Shoulder, Base Course, Base Course Widening, Driveway Pavement, Railroad Crossing, Cement Aggregate Mixture II	Slump <sup>3/ 4/</sup>	1 per 500 cu yd (400 cu m) or minimum 1/day	R 60 and T 119
	Air Content <sup>3/ 5/ 6/</sup>	1 per 100 cu yd (80 cu m) or minimum 1/day	R 60 and T 152 or T 196
	Compressive Strength <sup>7/ 8/</sup> or Flexural Strength <sup>7/ 8/</sup>	1 per 1250 cu yd (1000 cu m) or minimum 1/day	R 60, T 22 and T 23 or R 60, T 177 and T 23
Bridge Approach Slab <sup>9/</sup> , Bridge Deck <sup>9/</sup> , Bridge Deck Overlay <sup>9/</sup> , Superstructure <sup>9/</sup> , Substructure, Culvert, Miscellaneous Drainage Structures, Retaining Wall, Building Wall, Drilled Shaft Pile & Encasement Footing, Foundation, Pavement Patching, Structural Repairs	Slump <sup>3/ 4/</sup>	1 per 50 cu yd (40 cu m) or minimum 1/day	R 60 and T 119
	Air Content <sup>3/ 5/ 6/</sup>	1 per 50 cu yd (40 cu m) or minimum 1/day	R 60 and T 152 or T 196
	Compressive Strength <sup>7/ 8/</sup> or Flexural Strength <sup>7/ 8/</sup>	1 per 250 cu yd (200 cu m) or minimum 1/day	R 60, T 22 and T 23 or R 60, T 177 and T 23
Seal Coat	Slump <sup>3/</sup>	1 per 250 cu yd (200 cu m) or minimum 1/day	R 60 and T 119
	Air Content <sup>3/ 5/ 6/</sup>	1 per 250 cu yd (200 cu m) or minimum 1/day when air is entrained	R 60 and T 152 or T 196
	Compressive Strength <sup>7/ 8/</sup> or Flexural Strength <sup>7/ 8/</sup>	1 per 250 cu yd (200 cu m) or minimum 1/day	R 60, T 22 and T 23 or R 60, T 177 and T 23

# CHECK SHEET #25

CONTRACTOR JOBSITE SAMPLING & TESTING <sup>1/</sup>			
Curb, Gutter, Median, Barrier, Sidewalk, Slope Wall, Paved Ditch, Fabric Formed Concrete Revetment Mat <sup>10/</sup> , Miscellaneous Items, Incidental Items	Slump <sup>3/ 4/</sup>	1 per 100 cu yd (80 cu m) or minimum 1/day	R 60 and T 119
	Air Content <sup>3/ 5/ 6/</sup>	1 per 50 cu yd (40 cu m) or minimum 1/day	R 60 and T 152 or T 196
	Compressive Strength <sup>7/ 8/</sup> or Flexural Strength <sup>7/ 8/</sup>	1 per 400 cu yd (300 cu m) or minimum 1/day	R 60, T 22 and T 23 or R 60, T 177 and T 23
Items Using Self- Consolidating Concrete	Slump Flow <sup>3/</sup> VSI <sup>3/</sup> J-Ring <sup>3/ 11/</sup> L-Box <sup>3/ 11/</sup> HVS <sup>12/</sup>	Perform at same frequency that is specified for the Item's slump	ITP SCC-1 & ITP SCC-2 ITP SCC-1 & ITP SCC-2 ITP SCC-1 & ITP SCC-3 ITP SCC-1 & ITP SCC-4
	Dynamic Segregation Index (DSI)	Minimum 1/day at start of production for that day	ITP SCC-1 and ITP SCC-6
	Air Content <sup>3/ 5/ 6/</sup>	Minimum 1/week at start of production for that week	ITP SCC-1 and ITP SCC-8 (Option C)
	Compressive Strength <sup>7/ 8/</sup> or Flexural Strength <sup>7/ 8/</sup>	Perform at same frequency that is specified for the Item's strength	ITP SCC-1, T 22 and T 23 or ITP SCC-1, T 177 and T 23
	Temperature <sup>3/</sup>	As needed to control production	R 60 and ASTM C 1064
Controlled Low- Strength Material (CLSM)	Flow, Air Content, Compressive Strength (28-day) <sup>13/</sup> , and Temperature	First truck load delivered and as needed to control production thereafter	ITP 307

<sup>1/</sup> Sampling and testing of small quantities of curb, gutter, median, barrier, sidewalk, slope wall, paved ditch, miscellaneous items, and incidental items may be waived by the Engineer, if requested by the Contractor. However, quality control personnel are still required according to Article 1020.16(c)(1). The Contractor shall also provide recent evidence that similar material has been found to be satisfactory under normal sampling and testing

## CHECK SHEET #25

procedures. The total quantity that may be waived for testing shall not exceed 100 cu yd (76 cu m) per contract.

If the Contractor's or Engineer's test result for any jobsite mixture test is not within the specification limits, all subsequent truck loads delivered shall be tested by the Contractor until the problem is corrected.

- 2/ If one mix design is being used for several construction items during a day's production, one testing frequency may be selected to include all items. The construction items shall have the same slump, air content, and water/cement ratio specifications. For self-consolidating concrete, the construction items shall have the same slump flow, visual stability index, J-Ring, L-Box, air content, and water/cement ratio specifications. The frequency selected shall equal or exceed the testing required for the construction item.

One sufficiently sized sample shall be taken to perform the required test(s). Random numbers shall be determined according to the Department's "Method for Obtaining Random Samples for Concrete". The Engineer will provide random sample locations.

- 3/ The temperature, slump, and air content tests shall be performed on the first truck load delivered, for each pour. For self-consolidating concrete, the temperature, slump flow, visual stability index, J-Ring or L-Box, and air content tests shall be performed on the first truck load delivered, for each pour. Unless a random sample is required for the first truck load, testing the first truck load does not satisfy random sampling requirements.
- 4/ The slump random sample testing frequency shall be a minimum 1/day for a construction item which is slipformed.
- 5/ If a pump or conveyor is used for placement, a correction factor shall be established to allow for a loss of air content during transport. The first three truck loads delivered shall be tested, before and after transport by the pump or conveyor, to establish the correction factor. Once the correction is determined, it shall be re-checked after an additional 50 cu yd (38 cu m) is pumped, or an additional 100 cu yd (76 cu m) is transported by conveyor. This shall continue throughout the pour. If the re-check indicates the correction factor has changed, a minimum of two truckloads is required to re-establish the correction factor. The correction factor shall also be re-established when significant changes in temperature, distance, pump or conveyor arrangement, and other factors have occurred. If the correction factor is greater than 3.0 percent, the Contractor shall take corrective action to reduce the loss of air content during transport by the pump or conveyor. The Contractor shall record all air content test results, correction factors, and corrected air contents. The corrected air content shall be reported on form BMPR MI654.
- 6/ If the Contractor's or Engineer's air content test result is within the specification limits, and 0.2 percent or closer to either limit, the next truck load delivered shall be tested by the Contractor. For example, if the specified air content range is 5.0 to 8.0 percent and the test result is 5.0, 5.1, 5.2, 7.8, 7.9, or 8.0 percent, the next truck shall be tested by the Contractor.

## CHECK SHEET #25

- 7/ The test of record for strength shall be the day indicated in Article 1020.04. For cement aggregate mixture II, a strength requirement is not specified and testing is not required. Additional strength testing to determine early falsework and form removal, early pavement or bridge opening to traffic, or to monitor strengths is at the discretion of the Contractor. Strength shall be defined as the average of two 6 x 12 in. (150 x 300 mm) cylinder breaks, three 4 x 8 in. (100 x 200 mm) cylinder breaks, or two beam breaks for field tests. Per Illinois Modified AASHTO T 23, cylinders shall be 6 x 12 in. (150 x 300 mm) when the nominal maximum size of the coarse aggregate exceeds 1 in. (25 mm). Nominal maximum size is defined as the largest sieve which retains any of the aggregate sample particles.
- 8/ In addition to the strength test, a slump test, air content test, and temperature test shall be performed on the same sample. For self-consolidating concrete, a slump flow test, visual stability index test, J-Ring or L-Box test, air content test, and temperature test shall be performed on the same sample as the strength test. For mixtures pumped or conveyed, the Contractor shall sample according to Illinois Modified AASHTO R 60.
- 9/ The air content test will be required for each delivered truck load.
- 10/ For fabric formed concrete revetment mat, the slump test is not required and the flexural strength test is not applicable.
- 11/ The Contractor shall select the J-Ring or L-Box test for jobsite sampling and testing.
- 12/ In addition to the hardened visual stability index (HVSI) test, a slump flow test, visual stability index (VSI) test, J-Ring or L-Box test, air content test, and temperature test shall be performed on the same sample. The Contractor shall retain all hardened visual stability index cut cylinder specimens until the Engineer notifies the Contractor that the specimens may be discarded.
- 13/ The test of record for strength shall be the day indicated in Article 1019.04. In addition to the strength test, a flow test, air content test, and temperature test shall be performed on the same sample. The strength test may be waived by the Engineer if future removal of the material is not a concern.



## CHECK SHEET #25

## SCHEDULE C

ENGINEER QUALITY ASSURANCE INDEPENDENT SAMPLE TESTING		
Location	Measured Property	Testing Frequency <sup>1/</sup>
Plant	Gradation of aggregates stored in stockpiles or bins, Slump and Air Content	As determined by the Engineer.
Jobsite	Slump, Air Content, Slump Flow, Visual Stability Index, J-Ring, L-Box, Hardened Visual Stability Index, Dynamic Segregation Index, and Strength	As determined by the Engineer.
	Flow, Air Content, Strength (28-day), and Dynamic Cone Penetration for Controlled Low-Strength Material (CLSM)	As determined by the Engineer

ENGINEER QUALITY ASSURANCE SPLIT SAMPLE TESTING <sup>2/</sup>		
Location	Measured Property	Testing Frequency <sup>1/</sup>
Plant	Gradation of aggregates stored in stockpiles or bins	At the beginning of the project, the first test performed by the Contractor. Thereafter, a minimum of 10% of total tests required of the Contractor will be performed per aggregate gradation number and per plant.
	Slump, Air Content, Slump Flow (SCC), Visual Stability Index (SCC), J-Ring (SCC), and L-Box (SCC)	As determined by the Engineer.
Jobsite	Slump, Air Content <sup>3/</sup> , Slump Flow, Visual Stability Index, J-Ring and L-Box	At the beginning of the project, the first three tests performed by the Contractor. Thereafter, a minimum of 20% of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design.
	Hardened Visual Stability Index	As determined by the Engineer.
	Dynamic Segregation Index	As determined by the Engineer.
	Strength	At the beginning of the project, the first test performed by the Contractor. Thereafter, a minimum of 20% of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design.
	Flow, Air Content, and Strength (28-day) for Controlled Low-Strength Material (CLSM)	As determined by the Engineer.

**CHECK SHEET #25**

- 1/ The Engineer will perform the testing throughout the period of quality control testing by the Contractor.
- 2/ The Engineer will witness and take immediate possession of or otherwise secure the Department's split sample obtained by the Contractor.
- 3/ Before transport by pump or conveyor, a minimum of 20 percent of total tests required of the Contractor will be performed per mix design and per plant. After transport by pump or conveyor, a minimum of 20 percent of total tests required of the Contractor will be performed per mix design and per plant.

*Not to be used for bidding purposes*

CHECK SHEET #25

SCHEDULE D

CONCRETE QUALITY CONTROL AND QUALITY ASSURANCE DOCUMENTS

- (a) Model Quality Control Plan for Concrete Production (\*)
- (b) Qualifications and Duties of Concrete Quality Control Personnel (\*)
- (c) Development of Gradation Bands on Incoming Aggregate at Mix Plants (\*)
- (d) Required Sampling and Testing Equipment for Concrete (\*)
- (e) Method for Obtaining Random Samples for Concrete (\*)
- (f) Calibration of Concrete Testing Equipment (BMPR PCCQ01 through BMPR PCCQ09) (\*)
- (g) Water/Cement Ratio Worksheet (BMPR PCCW01) (\*)
- (h) Field/Lab Gradations (BMPR MI504) (\*)
- (i) Concrete Air, Slump and Quantity (BMPR MI654) (\*)
- (j) P.C. Concrete Strengths (BMPR MI655) (\*)
- (k) Aggregate Technician Course or Mixture Aggregate Technician Course (\*)
- (l) Portland Cement Concrete Tester Course (\*)
- (m) Portland Cement Concrete Level I Technician Course - Manual of Instructions for Concrete Testing (\*)
- (n) Portland Cement Concrete Level II Technician Course - Manual of Instructions for Concrete Proportioning (\*)
- (o) Portland Cement Concrete Level III Technician Course - Manual of Instructions for Design of Concrete Mixtures (\*)
- (p) Manual of Test Procedures for Materials

\* Refer to Appendix C of the Department's "Manual of Test Procedures for Materials" for more information.

**Section IV**

**General Provisions & Technical  
Specifications for Sanitary Sewer  
Construction**

(Separate document incorporated by reference)