

DESIGN-BUILD CONTRACT AGREEMENT

Standard Form Agreement between Owner and Design-Builder
Final Engineering and Construction (FEC)

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AGREEMENT made as of the Eighth (8) day of September in the year of two thousand twenty six (2026).
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name and address)

City of Crest Hill
20600 City Center Boulevard
Crest Hill, IL 60403

and the Design/Builder:
(Name and address)

V3 Construction Group, Ltd.
7325 Janes Avenue, Suite 100
Woodridge, IL 60517

For the following Project:
(Include Project name, location and a summary description.)

PROJECT NAME

Division Street Watermain – Design/Build
Crest Hill, Illinois



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The Civil Engineering services described in Article 3 will be provided by the following person or entity that is lawfully licensed to practice engineering:

Name and address	Registration Number	Relationship to Design/Builder
V3 Companies of Illinois		Self

Normal structural, mechanical and electrical engineering services will be provided contractually through the Engineer except as indicated below:

Name, address and discipline	Registration Number	Relationship to Design/Builder
Not Applicable		

The Owner and the Design/Builder agree as set forth below.



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TERMS AND CONDITIONS – FEC AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 The Contract Documents consist of this Final Engineering and Construction (FEC) Agreement, inclusive of all exhibits identified herein; the Design/Builder's Proposal and written addenda to the Proposal identified in Article 14; the Construction Documents approved by the Owner in accordance with Section 3.2.3; and Modifications issued after execution of this FEC Agreement. A Modification is a Change Order or other written amendment to this FEC Agreement signed by both parties, or a Construction Change Directive issued by the Owner in accordance with Section 8.3.

§ 1.1.2 The term "Work" means the construction and services provided by the Design/Builder to fulfill the Design/Builder's obligations to deliver the site infrastructure as outlined in Section 14 of this agreement.

§ 1.2 EXECUTION, CORRELATION AND INTENT

§ 1.2.1 It is the intent of the Owner and Design/Builder that the Contract Documents include all items necessary for proper execution and completion of the Work. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Design/Builder shall be required only to the extent consistent with and reasonably inferable from the Contract Documents as being necessary to produce the intended results. Words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.2 If the Design/Builder believes or is advised by the Engineer or by another design professional retained to provide services on the Project that implementation of any instruction received from the Owner would cause a violation of any applicable law, the Design/Builder shall notify the Owner in writing. Neither the Design/Builder nor the Engineer shall be obligated to perform any act which either party reasonably believes will violate any applicable law.

§ 1.2.3 Nothing contained in this FEC Agreement shall create a contractual relationship between the Owner and any person or entity other than the Design/Builder.

§ 1.3 OWNERSHIP AND USE OF DOCUMENTS

§ 1.3.1 Drawings, specifications, and other documents and electronic data furnished by the Design/Builder are instruments of service. The Design/Builder's Engineer and other providers of professional services shall retain all common law, statutory and other reserved rights, including copyright in those instruments of service furnished by them. Drawings, specifications, and other documents and electronic data are furnished for use solely with respect to this FEC Agreement. The Owner shall be permitted to retain copies, including reproducible copies, of the drawings, specifications, and other documents and electronic data furnished by the Design/Builder for information and reference in connection with the Project except as provided in Sections 1.3.2 and 1.3.3.

§ 1.3.2 The Design/Builder hereby grants to the Owner a perpetual, irrevocable, royalties free, nonexclusive license to use the Design/Builder's consultants and other engineering and design professionals consistent with this Agreement. The license granted under this section permits the Owner to authorize future contractors, subcontractors (of any tier), and suppliers retained by Owner to reproduce applicable portions of the Instruments of Service, subject to any protocols established between Owner and Design/Builder in writing. Any use of the Instruments of Service for any purpose other than the Work set out in this FEC Agreement is for informational purposes only and at Owner's sole risk and responsibility. If Design/Builder terminates this agreement for cause based on a failure by Owner to pay Design/Builder all sums due hereunder, the license conveyed by this Section shall also terminate. Otherwise, the licenses conveyed by this Section shall survive the termination of this FEC Agreement.



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§ 1.3.3 Submission or distribution of the Design/Builder's documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights reserved in Section 1.3.1.

ARTICLE 2 OWNER

§ 2.1 The Owner shall designate, in writing, a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine documents submitted by the Design/Builder and shall render decisions in a timely manner and in accordance with the schedule accepted by the Owner. The Owner may obtain independent review of the Contract Documents by a separate architect, engineer, contractor or cost estimator under contract to or employed by the Owner. Such independent review shall be undertaken at the Owner's expense in a timely manner and shall not delay the orderly progress of the Work.

§ 2.2 The Owner may appoint an on-site project representative to observe the Work and to have such other responsibilities as the Owner and Design/Builder agree in writing.

§ 2.3 The Owner shall cooperate with the Design/Builder in securing building and other permits, licenses and inspections. The Owner shall not be required to pay the fees for such permits, licenses and inspections unless the cost of such fees is excluded from the Design/Builder's Proposal.

§ 2.4 The Owner shall furnish services of land surveyors, geotechnical engineers and other consultants for subsoil, water, and other conditions, when such services are deemed necessary by the Design/Builder to properly carry out the design services required by this FEC Agreement.

§ 2.5 The Owner shall disclose, to the extent known to the Owner without any independent duty to investigate, the results and reports of prior tests, inspections, or investigations conducted for the Project (if any) involving: structural or mechanical systems; chemical, air and water pollution; hazardous materials; or other environmental and subsurface conditions. The Owner shall disclose all information known to the Owner regarding the presence of pollutants at the Project's site, if any.

§ 2.6 The Owner shall furnish all legal, accounting, and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require for verifying the Design/Builder's Applications for Payment.

§ 2.7 Those services, information, surveys and reports required by Sections 2.4 through 2.6 which are within the Owner's control shall be furnished at the Owner's expense, and the Design/Builder shall be entitled to rely upon the accuracy and completeness thereof, except to the extent the Owner advises the Design/Builder to the contrary in writing.

§ 2.8 If the Owner requires the Design/Builder to maintain any special insurance coverage, policy, amendment, or rider, the Owner shall pay the additional cost thereof, except as otherwise stipulated in this FEC Agreement.

§ 2.9 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or nonconformity with the Design/Builder's Proposal or the Construction Documents, the Owner shall give prompt written notice thereof to the Design/Builder.

§ 2.10 The Owner shall, at the request of the Design/Builder, prior to execution of this FEC Agreement and promptly upon request thereafter, furnish to the Design/Builder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract.

§ 2.11 The Owner shall communicate with persons or entities employed or retained by the Design/Builder through the Design/Builder, unless otherwise directed by the Design/Builder.



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ARTICLE 3 DESIGN/BUILDER

§ 3.1 SERVICES AND RESPONSIBILITIES

§ 3.1.1 Design services required by this FEC Agreement shall be performed by qualified engineers and other design professionals. The contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Design/Builder for the benefit of Owner.

§ 3.1.2 The agreements between the Design/Builder and the persons or entities identified in this FEC Agreement, and any subsequent modifications, shall be in writing. These agreements, including financial arrangements with respect to this Project, shall be promptly and fully disclosed to the Owner upon request.

§ 3.1.3 The Design/Builder shall be responsible to the Owner for acts and omissions of the Design/Builder's employees, contractors, subcontractors (of any tier), and any of their respective agents and employees, and other persons, including the Engineer and other design professionals, performing any portion of the Design/Builder's obligations under this FEC Agreement.

§ 3.2 BASIC SERVICES

§ 3.2.1 The Design/Builder's Basic Services are described below and in Article 14.

§ 3.2.2 The Design/Builder shall designate a representative authorized to act on the Design/Builder's behalf with respect to the Project.

§ 3.2.3 The Design/Builder shall submit Construction Documents for review and approval by the Owner. Construction Documents may include drawings, specifications, and other documents and electronic data setting forth in detail the requirements for construction of the Work, and shall:

- .1 be consistent with the intent of the Design/Builder's Proposal;
- .2 provide information for the use of those in the building trades; and
- .3 include documents customarily required for regulatory agency approvals.

§ 3.2.4 The Design/Builder, with the assistance of the Owner, shall file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.5 Unless otherwise provided in the Contract Documents, the Design/Builder shall provide or cause to be provided and shall pay for design services, labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.2.6 The Design/Builder shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under this FEC Agreement. Design/Builder is fully responsible for the safety of all persons lawfully on the worksite.

§ 3.2.7 The Design/Builder shall keep the Owner informed of the progress and quality of the Work.

§ 3.2.8 The Design/Builder shall be responsible for correcting Work which does not conform to the Contract Documents.

§ 3.2.9 The Design/Builder warrants to the Owner those materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the construction will be free from faults and defects, and that the construction will conform with the requirements of the Contract Documents. Construction not conforming to these requirements, including substitutions not properly approved by the Owner, shall be corrected in accordance with Article 9.

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§ 3.2.10 The Design/Builder shall pay all sales, consumer, use and similar taxes which had been legally enacted at the time the Design/Builder's Proposal was first submitted to the Owner, and shall secure and pay for building and other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are either customarily secured after execution of a contract for construction or are legally required at the time the Design/Builder's Proposal was first submitted to the Owner. Any taxes avoided due to Owner's status as a tax-exempt entity shall accrue to the benefit of Owner and shall be credited against the cost of the Work.

§ 3.2.11 The Design/Builder shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

§ 3.2.12 The Design/Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this FEC Agreement. At the completion of the Work, the Design/Builder shall remove from the site waste materials, rubbish, the Design/Builder's tools, construction equipment, machinery, and surplus materials, and shall clean and restore the site to its preconstruction condition to the extent practicable.

§ 3.2.13 The Design/Builder shall notify the Owner when the Design/Builder believes that the Work or an agreed upon portion thereof is substantially completed. If the Owner concurs, the Design/Builder shall issue a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibility of each party for security, maintenance, utilities, damage to the Work and insurance, shall include a list of items to be completed or corrected and shall fix the time within which the Design/Builder shall complete items listed therein. Disputes between the Owner and Design/Builder regarding the Certificate of Substantial Completion shall be resolved in accordance with provisions of Article 10.

§ 3.2.14 The Design/Builder shall maintain for the Owner one record copy of the drawings, specifications, product data, samples, shop drawings, Change Orders, and other modifications, in good order and regularly updated to record the completed construction. These shall be delivered to the Owner upon completion of construction and prior to final payment.

§ 3.3 ADDITIONAL SERVICES

§ 3.3.1 The services described in this Section 3.3 are not included in Basic Services unless so identified in Article 14, and they shall be paid for by the Owner as provided in this FEC Agreement, in addition to the compensation for Basic Services. The services described in this Section 3.3 shall be provided only if authorized or confirmed in writing by the Owner.

§ 3.3.2 Making revisions in drawings, specifications, and other documents or electronic data when such revisions are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or electronic data.

§ 3.3.3 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

§ 3.3.4 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding, except where the Design/Builder is a party thereto.

§ 3.3.5 Providing coordination of construction performed by the Owner's own forces or separate contractors employed by the Owner, and coordination of services required in connection with construction performed and equipment supplied by the Owner.

§ 3.3.6 Preparing a set of reproducible record documents or electronic data showing significant changes in the Work made during construction.



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§ 3.3.7 Providing assistance in the utilization of equipment or systems such as preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

ARTICLE 4 TIME

§ 4.1 Unless otherwise indicated, the Owner and the Design/Builder shall perform their respective obligations as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project.

§ 4.2 Time limits stated in the Contract Documents are of the essence. The Work to be performed under this FEC Agreement shall commence upon receipt of a notice to proceed unless otherwise agreed in writing and, subject to authorized Modifications, Substantial Completion shall be achieved on or before the date established in Article 14.

§ 4.3 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 4.4 Based on the Design/Builder's Proposal, a construction schedule shall be provided consistent with Section 4.2 above.

§ 4.5 If the Design/Builder is delayed at any time in the progress of the Work by an act or neglect of the Owner, Owner's employees, or separate contractors employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipatable, unavoidable casualties or other causes beyond the Design/Builder's control, or by delay authorized by the Owner pending litigation, or by other causes which the Owner and Design/Builder agree may justify delay, then the Contract Time shall be reasonably extended by Change Order.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 The Design/Builder shall deliver to the Owner a single itemized Application for Payment at the time of substantial completion and in such detail as indicated in Article 14. If any items remain to be completed beyond substantial completion a subsequent invoice will be delivered upon completion of those items.

§ 5.1.2 Within sixty (60) days of the Owner's receipt of a properly submitted and correct Application for Payment, the Owner shall make payment to the Design/Builder.

§ 5.1.3 The Application for Payment shall constitute a representation by the Design/Builder to the Owner that the design and construction have progressed to the point indicated, the quality of the Work covered by the application is in accordance with the Contract Documents, and the Design/Builder is entitled to payment in the amount requested.

§ 5.1.4 Upon receipt of payment from the Owner, the Design/Builder shall promptly pay the Engineer, other design professionals and each contractor and subcontractor (of any tier) the amount to which each is entitled in accordance with the terms of their respective contracts. Design/Builder will submit all lien waivers from every contractor and subcontractor (of any tier) within thirty (30) days following each partial payment. For the final payment Design/Builder will submit all lien waivers from every contractor and subcontractor (of any tier) at the same time that the final payment is requested. In the event that any mechanics lien is filed against any property or funds of the Owner, Design/Builder shall secure the release of, or bond over, said lien within ten (10) days following written notice of the same.

§ 5.1.5 The Owner shall have no obligation under this FEC Agreement to pay or to be responsible in any way for payment to the Engineer, another design professional, or any contractor or subcontractor (of any tier) performing all or any portion(s) of the Work.



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§ 5.1.6 Neither progress payments nor partial or entire use or occupancy of the Project by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

§ 5.1.7 The Design/Builder warrants that title to all construction covered by an Application for Payment will pass to the Owner at the time of final inspection and acceptance of the Work consistent with Exhibit 1 (City of Crest Hill Division 100), which will happen prior to Final Payment. The Design/Builder further warrants that upon submittal of an Application for Payment all construction for which payments have been received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Design/Builder or any other person or entity performing construction at the site or furnishing materials or equipment relating to the construction.

§ 5.1.8 At the time of Substantial Completion, the Owner shall pay the Design/Builder the retainage, if any, less the reasonable cost to correct or complete incorrect or incomplete Work. Final payment of such withheld sum shall be made upon correction or completion of such Work.

§ 5.2 FINAL PAYMENTS

§ 5.2.1 Neither final payment nor amounts retained, if any, shall become due until the Design/Builder, if requested by owner, submits to the Owner: (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or Owner's property might be responsible or encumbered (less amounts withheld by the Owner) have been paid or otherwise satisfied; (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner; (3) a written statement that the Design/Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; (4) consent of surety, if any, to final payment; and (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a contractor or other person or entity entitled to assert a lien against the Owner's property refuses to furnish a release or waiver required by the Owner, the Design/Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Design/Builder shall indemnify the Owner for all loss and cost, including reasonable attorneys' fees incurred as a result of such lien.

§ 5.2.2 When the Work has been completed and the contract fully performed, the Design/Builder shall submit a final application for payment to the Owner, who shall make final payment within 30 days of receipt.

§ 5.2.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from:

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 5.2.4 Acceptance of final payment shall constitute a waiver of all claims by the Design/Builder except those previously made in writing and identified by the Design/Builder as unsettled at the time of final Application for Payment.

§ 5.3 INTEREST PAYMENTS

§ 5.3.1 Payments due the Design/Builder under this FEC Agreement which are not paid when due, and which remain unpaid and outstanding for forty-five (45) days following the later occurring of (i) the end of the period set out in Section 5.12 and (ii) written notice from Design/Builder, shall bear interest from the date due at the rate specified in Article 13.

ARTICLE 6 PROTECTION OF PERSONS AND PROPERTY

§ 6.1 The Design/Builder shall be responsible for initiating, maintaining and providing supervision of all safety precautions and programs in connection with the performance of this FEC Agreement.



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§ 6.2 The Design/Builder shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Design/Builder or the Design/Builder's contractors; and (3) other property at or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal relocation or replacement in the course of construction.

§ 6.3 The Design/Builder shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

§ 6.4 The Design/Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance provided or required by the Contract Documents) to property at the site caused in whole or in part by the Design/Builder, a contractor of the Design/Builder or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

ARTICLE 7 INSURANCE AND BONDS

§ 7.1 DESIGN/BUILDER'S LIABILITY INSURANCE

§ 7.1.1 The Design/Builder shall purchase and maintain, and shall by contract require all contractors and subcontractors (of any tier) to purchase and maintain, such insurance coverages and amounts as are required by Exhibit 1 (City of Crest Hill Division 100) from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located.

§ 7.1.2 All insurance coverages required by Section 7.1.1 shall:

- .1 include the Owner and all of its elected and appointed officials, employees, and agents as additional insureds.
- .2 provide primary and noncontributory coverage without any requirement of exhaustion as to Owner and all of its elected and appoint officials, employees, and agents.

§ 7.1.3 The insurance required by Section 7.1.1 shall be written for not less than limits of liability specified in this FEC Agreement or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

§ 7.1.4 Certificates of Insurance acceptable to the Owner shall be delivered to the Owner immediately after execution of this FEC Agreement. These Certificates and the insurance policies required by this Section 7.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the application for final payment. Information concerning reduction of coverage shall be furnished by the Design/Builder with reasonable promptness in accordance with the Design/Builder's information and belief.

§ 7.2 BUILDER'S RISK INSURANCE. The Owner shall procure builder's risk insurance coverage, acceptable to Owner, for this Project.

§ 7.3 PROPERTY INSURANCE

§ 7.3.1 The Design/Builder shall purchase and maintain, in a company or companies authorized to do business in the jurisdiction in which the principal improvements are to be located, property insurance upon the Work to the full insurable value thereof on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other

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than the Owner has an insurable interest in the property required by this Section 7.3 to be insured, whichever is earlier. This insurance shall include interests of the Owner, the Design/Builder, and their respective contractors and subcontractors in the Work.

§ 7.3.2 Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the services and expenses of the Design/Builder's Engineer and other professionals required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

§ 7.3.3 [INTENTIONALLY OMITTED].

§ 7.3.4 [INTENTIONALLY OMITTED].

§ 7.3.5 A loss insured under the Design/Builder's property insurance shall be adjusted by the Design/Builder as fiduciary and made payable to the Design/Builder as fiduciary for the Owner and all other insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 7.3.10. The Design/Builder shall pay its contractors and subcontractors (of any tier) their shares of insurance proceeds received by the Design/Builder, and by appropriate agreement, written where legally required for validity, shall require contractors to make payments to their subcontractors in similar manner.

§ 7.3.6 Before an exposure to loss may occur, the Design/Builder shall file with the Owner a copy of each policy that includes insurance coverages required by this Section 7.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Design/Builder.

§ 7.3.7 If the Owner requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Design/Builder shall, if possible, obtain such insurance, and the cost thereof shall be charged to the Owner by appropriate Change Order.

§ 7.3.8 The Owner and the Design/Builder waive all rights against each other and the Engineer and other design professionals, contractors, subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section 7.3 or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as trustee. The Owner or Design/Builder, as appropriate, shall require from contractors and subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated in this Section 7.3. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 7.3.9 If required in writing by a party in interest, the Design/Builder as trustee shall, upon occurrence of an insured loss, give bond for proper performance of the Design/Builder's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Design/Builder shall deposit in a separate account proceeds so received, which the Design/Builder shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with the order of a court or other competent authority making a final determination regarding the same. If after such loss no other special agreement is made, replacement of damaged Work shall be covered by appropriate Change Order.



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§ 7.3.10 The Design/Builder as trustee shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing, within five (5) days after occurrence of loss to the Design/Builder's exercise of this power; if such objection be made, the parties shall enter into dispute resolution under procedures provided in Article 10. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

§ 7.3.11 Partial occupancy or use prior to Substantial Completion shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design/Builder shall take reasonable steps to obtain consent of the insurance company or companies and shall not, without mutual written consent, take any action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of coverage.

§ 7.4 LOSS OF USE OF INSURANCE

§ 7.4.1 The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design/Builder for loss of use of the Owner's property, including consequential losses due to fire or other hazards, however caused.

ARTICLE 8 CHANGES IN THE WORK

§ 8.1 CHANGES

§ 8.1.1 Changes in the Work may be accomplished after execution of this FEC Agreement, without invalidating this FEC Agreement, by Change Order, Construction Change Directive, or order for a minor change in the Work, subject to the limitations stated in the Contract Documents.

§ 8.1.2 A Change Order shall be based upon agreement between the Owner and the Design/Builder; a Construction Change Directive may be issued by the Owner without the agreement of the Design/Builder; an order for a minor change in the Work may be issued by the Design/Builder alone.

§ 8.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Design/Builder shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 8.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or the Design/Builder, the applicable unit prices shall be equitably adjusted.

§ 8.2 CHANGE ORDERS

§ 8.2.1 A Change Order is a written instrument prepared by the Design/Builder and signed by the Owner and the Design/Builder, stating their agreement upon all of the following:

- .1 a change in the Work;
- .2 the amount of the adjustment, if any, in the Contract Sum; and
- .3 the extent of the adjustment, if any, in the Contract Time.

§ 8.2.2 If the Owner requests a proposal for a change in the Work from the Design/Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse the Design/Builder for any costs incurred for estimating services, design services or preparation of proposed revisions to the Contract Documents.

§ 8.2.2 As required by 720 ILCS 5/33E-9, any changes which authorize or necessitate an increase or decrease in either the cost of the contract by \$10,000 or more or the time of completion of the Work by 30 days or more may only be made upon the written authorization of the Owner and only upon the written determination of the Owner that:



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- .1 The circumstances necessitating the change were not reasonably foreseeable at the time the contract was Signed; or
 - .2 The change was not within the contemplation of the contract as signed; or
 - .3 The change order is in the best interest of the Owner.

§ 8.3 CONSTRUCTION CHANGE DIRECTIVES

§ 8.3.1 A Construction Change Directive is a written order prepared and signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both.

§ 8.3.2 Except as otherwise agreed by the Owner and the Design/Builder, the adjustment to the Contract Sum shall be determined on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including the expenditures for design services and revisions to the Contract Documents. In case of an increase in the Contract Sum, the cost shall include a reasonable allowance for overhead and profit. In such case, the Design/Builder shall keep and present an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, costs for these purposes shall be limited to the following:

- .1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 rental costs of machinery and equipment exclusive of hand tools, whether rented from the Design/Builder or others;
- .4 costs of premiums for all bonds and insurance permit fees, and sales, use or similar taxes;
- .5 additional costs of supervision and field office personnel directly attributable to the change; and fees paid to the engineers and other professionals.

§ 8.3.3 Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Design/Builder to the Owner for deletion or change which results in a net decrease in the Contract Sum will be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

§ 8.3.4 When the Owner and the Design/Builder agree upon the adjustments in the Contract Sum and Contract Time, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

§ 8.4 MINOR CHANGES IN THE WORK

§ 8.4.1 The Design/Builder shall have authority to make minor changes in the Construction Documents and construction consistent with the intent of the Contract Documents when such minor changes do not involve adjustment in the Contract Sum, extension of the Contract Time, or a reduction in the quality of the materials used. The Design/Builder shall promptly inform the Owner, in writing, of minor changes in the Construction Documents and construction.

§ 8.5 CONCEALED CONDITIONS

§ 8.5.1 If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Contract Sum shall be equitably adjusted for such concealed or unknown conditions by Change Order upon claim by either party made within 21 days after the claimant becomes aware of the conditions.



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§ 8.6 REGULATORY CHANGES

§ 8.6.1 The Design/Builder shall be compensated for changes in the construction necessitated by the enactment or revisions of codes, laws or regulations subsequent to the submission of the Design/Builder's Proposal.

ARTICLE 9 CORRECTION OF WORK

§ 9.1 The Design/Builder shall promptly correct Work rejected by the Owner or known by the Design/Builder to be defective or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Design/Builder shall bear costs of correcting such rejected Work, including additional testing and inspections.

§ 9.2 If, within one (1) year after the date of Final Acceptance by Owner of the Work by the Owner, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Design/Builder shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Design/Builder a written acceptance of such condition. Upon completion of any required repair, the one (1) year warranty period shall begin again, but only as to the work as corrected or repaired.

§ 9.3 Nothing contained in this Article 9 shall be construed to establish a period of limitation with respect to other obligations which the Design/Builder might have under the Contract Documents. Establishment of the time period of one (1) year as described in Section 9.2 relates only to the specific obligation of the Design/Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design/Builder's liability with respect to the Design/Builder's obligations other than specifically to correct the Work.

§ 9.4 If the Design/Builder fails to correct nonconforming Work as required or fails to carry out Work in accordance with the Contract Documents, the Owner, by written order may order the Design/Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the Owner's right to stop the Work shall not give rise to a duty on the part of the Owner to exercise the right for benefit of the Design/Builder or other persons or entities.

§ 9.5 If the Design/Builder defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may give a second written notice to the Design/Builder and, seven (7) days following receipt by the Design/Builder of that second written notice and without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design/Builder, the costs of correcting such deficiencies. If the payments then or thereafter due the Design/Builder are not sufficient to cover the amount of the deduction, the Design/Builder shall pay the difference to the Owner. Such action by the Owner shall be subject to dispute resolution procedures as provided in Article 10.

ARTICLE 10 DISPUTE RESOLUTION – MEDIATION AND LITIGATION

§ 10.1 Binding dispute resolution for claims arising under this FEC Agreement shall be by litigation in the Circuit Court of the Twelfth Judicial Circuit, Will County Illinois.

§ 10.2 This Agreement is and shall be governed by laws of the State of Illinois without the application of any conflicts of laws principles.

§ 10.3 The Parties, to the fullest extent permitted by law, hereby knowingly, intentionally, and voluntarily submit to the exclusive personal and subject-matter jurisdiction of the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois, over any suit, action or proceeding in any way related to or arising from this FEC Agreement. Therefore, the Parties hereby knowingly, intentionally, and voluntarily waive and forfeit any and all rights that they have, or which they may later accrue, to file any motion challenging jurisdiction or venue in said circuit court,



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including but not limited to any motion styled as a motion *forum non conveniens*, as well as their right to remove any such action to any federal court. In the event of any litigation related to this Agreement, other than litigation brought by the Owner to enforce any of the Design/Builder's defense and indemnity obligations hereunder and in which the Owner is the prevailing party, the Parties shall each be responsible for its own attorneys' fees and costs of suit.

§ 10.4 Prior to or contemporaneously with commencing any litigation over any claims, disputes, or other matters in question between the Parties to this FEC Agreement arising out of or relating to this FEC Agreement or breach thereof, either Party may request to mediate the same in writing. In the event of such a mediation request, the Parties agree to take whatever steps or actions as may be necessary to secure a stay or continuance of the binding dispute resolution for sixty (60) days to facilitate mediation. If the controversy between the Parties is not fully resolved within sixty (60) days following deliver of the request to mediate, either Party shall be entitled to stop mediating and proceed with binding dispute resolution upon written notice to the other Party.

§ 10.5 Any mediation shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect, provided that the Parties shall split all costs associated with the same 50/50.

ARTICLE 11 REGULATIONS; MISCELLANEOUS PROVISIONS

§ 11.1 [INTENTIONALLY OMITTED]

§ 11.2 SUBCONTRACTS

§ 11.2.1 The Design/Builder, as soon as practicable after execution of this FEC Agreement, shall furnish to the Owner in writing the names of the persons or entities the Design/Builder will engage as contractors for the Project.

§ 11.3 WORK BY OWNER OR OWNER'S CONTRACTORS

§ 11.3.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of insurance and waiver of subrogation identical to the provisions of this FEC Agreement. If the Design/Builder claims that delay or additional cost is involved because of such action by the Owner, the Design/Builder shall assert such claims as provided in Section 11.4.

§ 11.3.2 The Design/Builder shall afford the Owner's separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Design/Builder's construction and operations with theirs as required by the Contract Documents.

§ 11.3.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

§ 11.4 CLAIMS FOR DAMAGES

§ 11.4.1 If either party to this FEC Agreement suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ninety (90) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a claim of additional cost or time related to this claim is to be asserted, it shall be filed in writing.

§ 11.5 INDEMNIFICATION

§ 11.5.1 To the fullest extent permitted by law, the Design/Builder shall indemnify and hold harmless the Owner, Owner's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or



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destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Design/Builder, anyone directly or indirectly employed by the Design/Builder or anyone for whose acts the Design/Builder may be liable, including but not limited to the Engineer, all other engineers and design professionals engaged by Design/Builder, and any and all contractors or subcontractors (of any tier) performing work on the project, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 11.5.

§ 11.5.2 In claims against any person or entity indemnified under this Section 11.5 by an employee of the Design/Builder, anyone directly or indirectly employed by the Design/Builder or anyone for whose acts the Design/Builder may be liable, including but not limited to the Engineer, all other engineers and design professionals engaged by Design/Builder, and any and all contractors or subcontractors (of any tier) performing work on the project, the indemnification obligation under this Section 11.5 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Design/Builder under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 11.5.3 The indemnification provisions of this Section 11.4 are not intended to circumvent the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 *et seq.* and shall not be construed as such, but in such a way to affect its enforcement to the fullest extent permitted by law. Design/Builder hereby knowingly and intentionally waives the right to assert, under the case of *Kotecki v. Cyclops Welding Corp.*, 146 Ill. 2d 155 (1991) that Design/Builder's liability may be limited to the amount of its statutory liability under the Workers' Compensation Act and agrees that Design/Builder's liability to indemnify and defend the Owner is not limited by the so called "Kotecki Cap". The Design/Builder shall include this provision in each of its agreements with any contractor or subcontractor (of any tier) performing any Work under this FEC Agreement.

§ 11.6 SUCCESSORS AND ASSIGNS

§ 11.6.1 The Owner and Design/Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this FEC Agreement and to the partners, successors and assigns of such other party with respect to all covenants of this FEC Agreement. Neither the Owner nor the Design/Builder shall assign this FEC Agreement without the written consent of the other. The Owner may assign this FEC Agreement to any institutional lender providing construction financing, and the Design/Builder agrees to execute all consents reasonably required to facilitate such an assignment. If either party makes such an assignment, that party shall nevertheless remain legally responsible for all obligations under this FEC Agreement, unless otherwise agreed by the other party.

§ 11.7 TERMINATION OF PROFESSIONAL DESIGN SERVICES

§ 11.7.1 Prior to termination of the services of the Engineer or any other design professional designated in this FEC Agreement, the Design/Builder shall identify to the Owner in writing another engineer or other design professional with respect to whom the Owner has no reasonable objection, who will provide the services originally to have been provided by the Engineer or other design professional whose services are being terminated.

§ 11.8 EXTENT OF AGREEMENT

§ 11.8.1 This FEC Agreement represents the entire agreement between the Owner and the Design/Builder and supersedes prior negotiations, representations or agreements, either written or oral. This FEC Agreement may be amended only by written instrument and signed by both the Owner and the Design/Builder.

§ 11.9 ANTI-DISCRIMINATION REGULATIONS

§ 11.9.1 The Design/Builder warrants that it is familiar with and it shall comply with all applicable Federal, State, and local laws, statutes, ordinances, rules, and regulations, as well as all orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement including without limitation Workmen's Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours, and, without limitation, such other laws

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and regulations as are specifically described below. Additionally, Design/Builder warrants that it shall comply with any amendments to such Federal, State, and local laws, statutes, ordinances, rules, and regulations that are or may be enacted during the performance of the Work and under this FEC Agreement. To the extent that there are any violations of any of the applicable laws, rules, regulations and/or court orders/decrees mentioned herein, Design/Builder shall be responsible for indemnifying and holding the Owner free and harmless from all costs, fines, penalties, fees and expenses incurred, directly or indirectly and including without limitation attorneys' fees, by the Owner in responding to and complying with demands made by any of the governmental departments/agencies and/or the courts, or an aggrieved employee or person, and such amounts may be withheld from the payments to be made on the project. It is the intention of all Parties that the Owner shall suffer no loss or other additional expenses in complying with any inquiry made with regard to any compliance with the applicable laws, rules and regulations referenced herein. No plea of misunderstanding or ignorance thereof will be considered.

§ 11.9.1.1 Whenever required or upon the request of the Owner, the Design/Builder shall furnish the Owner with satisfactory proof of compliance with said Federal, State, and local laws, statutes, ordinances, rules, regulations, orders, and decrees.

§ 11.9.2 The Design/Builder shall comply with all federal, state, and local laws that prohibit discrimination, including without limitation:

§ 11.9.2.1 Equal Employment Opportunities Act, American with Disabilities Act, and Human Rights Act. The Design/Builder acknowledges that this FEC Agreement is subject to and governed by the rules and regulations of the Illinois Human Rights Act (the "Human Rights Act"), including the mandatory provisions that Design/Builder have in place written sexual harassment policies that shall include, at minimum, the information required by Section 2-105(A)(4) of the Human Rights Act, 775 ILCS 5/2-105(A)(4), as amended, or any successor statute that deals with the same subject matter. The Design/Builder agrees to fully comply with the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, including but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Design/Builder further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. 12101, *et seq.*, and rules and regulations promulgated thereunder. The parties agree that Title 44, Part 750, of the Illinois Administrative Code apply to this Agreement and that Design/Builder shall be required to comply with these provisions only if and to the extent they are applicable under the law.

§ 11.9.2.2 As required by Illinois law, in the event of the Design/Builder'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 Design/Builder may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this FEC Agreement may be canceled 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 of this FEC Agreement, the Design/Builder agrees as follows:

§ 11.9.2.2.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, marital status, national origin or ancestry, age, citizenship, physical or mental handicap or disability, military status, unfavorable discharge from military service or arrest record status: 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.

§ 11.9.2.2.2 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.



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§ 11.9.2.2.3 That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respect comply with the Illinois Human Rights Act and the Department's Rules.

§ 11.9.2.2.4 That it 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.

§ 11.9.2.2.5 That it will include verbatim or by reference the provisions of this Section 11.2.2 in every contract or subcontract it awards under which any portion of the obligations under this FEC Agreement are undertaken or assumed, so that all provisions contained herein will be binding upon such contractor or subcontractor (of any tier). In the same manner as with other provisions of this FEC Agreement, the Design/Builder will be liable for compliance with applicable provisions of this clause by such contractors or subcontractors (of any tier); and further it will promptly notify the contracting agency and the Department in the event any contractor or subcontractor (of any tier) fails or refuses to comply therewith. In addition, the Design/Builder will not utilize any contractor or subcontractor (of any tier) 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 corporation.

§ 11.10 Illinois Department of Labor Requirements and Prevailing Wage Act.

§ 11.10.1 The Contractor agrees to comply with and that this Agreement is subject to and governed by the Illinois Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*). The Contractor shall ensure that all contractors and subcontractors (of any tier) shall comply with the Illinois Prevailing Wage Act. All contractors and subcontractors (of any tier) shall include the cost for the current prevailing wage in their bids, and as changes are made in the applicable prevailing wage rates, the contractors and subcontractors (of any tier) performing work on the project will be responsible for conforming to the changes and shall have the responsibility for determining when changes are made and paying wages accordingly. No additional costs are to be incurred by the Owner as a result of changes in the prevailing wage. All record keeping requirements are the obligation of the Design/Builder, its contractors, and its subcontractors (of any tier).

§ 11.10.2 To the extent that there are any violations of the Prevailing Wage Act and any demands are made upon the Owner by the Illinois Department of Labor, or by any employee of the Design/Builder, or by any employee of any contractor or a subcontractor (of any tier) performing work on the project, the Design/Builder or the particular contractor or subcontractor shall be responsible for indemnifying and holding the Owner free and harmless from all fines, penalties, and other costs, including attorneys' fees, incurred, directly or indirectly, by the Owner in responding to and complying with demands made by the Department of Labor, or an such aggrieved employee. All such amounts may be withheld from the payments to be made on the project. It is the intention of the Parties that the Owner shall suffer no loss or other additional expenses in complying with any inquiry made with regard to the Prevailing Wage Act.

§ 11.10.3 It shall be mandatory upon the Design/Builder and upon any of its contractors and subcontractors (of any tier) to pay all laborers, workman, and mechanics employed by them not less than the prevailing wages in the locality for each craft or type of workman or mechanic needed to perform such work and the general prevailing rate for legal holidays and overtime work as ascertained by the Illinois Department of Labor and pursuant to Illinois law and statutes in such case made and provided.

§ 11.10.4 The Design/Builder and all of its contractors and subcontractor (of any tier) shall (1) make and keep, for a period not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the Project, which records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day; and (2) submit monthly, in person, by mail, or electronically a certified payroll to the Owner for review, which certified payroll shall consist of a complete copy of the records identified in



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the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Design/Builder which avers that: (i) such records are true and accurate and (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act. The Design/Builder is not prohibited from relying on the certification of its contractors and subcontractors (of any tier), provided the Design/Builder does not knowingly rely upon a false certification. The records submitted in accordance with the Prevailing Wage Act herein shall be considered public records, except an employee's address, telephone number, and social security number, and may be made available in accordance with the Freedom of Information Act.

§ 11.10.5 Upon two (2) business days' notice, the Design/Builder and each of its contractors and subcontractors (of any tier) shall make available for inspection the records identified in the Prevailing Wage Act to the Owner and to the Director of Labor and his deputies and agents. Upon two (2) business days' notice, the Design/Builder and each of its contractors or subcontractors (of any tier) shall make such records available at all reasonable hours at a location within this State.

§ 11.11 Public Contract Fraud Act. Design/Builder agrees to comply with and that this Agreement is subject to and governed by the Illinois Public Contract Fraud Act (30 ILCS 545/0.01).

§ 11.12 Public Construction Contract Act. Design/Builder agrees to comply with and that this Agreement is subject to and governed by the Illinois Construction Contract Act (30 ILCS 557/1).

§ 11.13 Public Construction Bond Act. Design/Builder agrees to comply with and that this agreement is subject to and governed by the Illinois Public Construction Bond Act (30 ILCS 550/0.01, *et seq.*). All contractors and subcontractors (of any tier) performing work on the Project shall be required to give a bond, consistent with said Act, conditioned on the completion of the contract and the full payment of all costs for material, apparatus, fixtures, and machinery used in the Work and for all labor performed in the Work. The amount of the bond shall be not less than one hundred percent (100%) of the cost of the Work associated with the portion of the Work covered by the bond. If the Design/Builder furnishes material or labor on the project, or assumes any contracts for material or labor awarded to any contractor or subcontractor (of any tier), Design/Builder first shall supply and deliver to Owner a bond consistent with this paragraph for all such Work.

§ 11.14 Employment of Illinois Workers on Public Works Act. Design/Builder agrees to comply with and that that this Agreement is subject to and governed by the Illinois Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01, *et seq.*).

§ 11.15 Public Works Contract Change Order Act. Design/Builder agrees to comply with and that this Agreement is subject to and governed by the Illinois Public Works Contract Change Order Act (50 ILCS 525/1, *et seq.*).

§ 11.16 Local Government Professional Services Selection Act. Design/Builder agrees to comply with and that this Agreement is subject to and governed by the Illinois Local Government Professional Services Selection Act (50 ILCS 510/0.01, *et seq.*).

§ 11.17 Veterans Preference Act. The Contractor agrees to comply with and that this Agreement is subject to and governed by the Illinois Veterans Preference Act (330 ILCS 55/0.01, *et seq.*) and that, in the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or by any political subdivision thereof, preference shall be given to persons who have been members of the armed forces of the United States or who, while citizens of the United States, were members of the armed forces of allies of the United States in time of hostilities with a foreign country, and have served under one or more of the following conditions: (1) the veteran served a total of at least six months, (2) the veteran served for the duration of hostilities regardless of the length of engagement, (3) the veteran served in the theater of operations but was discharged on the basis of a hardship, or (4) the veteran was released from active duty basis of a hardship, or because of a service connected disability and was honorably discharged. But such preference shall be given only to those persons who are found to possess the business capacity necessary for the proper discharge of the duties of such employment.



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§ 11.18 As used in this Section: “Time of hostilities with a foreign country” means any period of time in the past, present, or future during which a declaration of war by the United States Congress has been or is in effect or during which an emergency condition has been or is in effect that is recognized by the issuance of a Presidential proclamation or a Presidential executive order and in which the armed forces expeditionary medal or other campaign service medals are awarded according to Presidential executive order.

§ 11.18.1 “Armed forces of the United States” means the United States Army, Navy, Air Force, Marine Corps, Coast Guard. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Law 95 202 shall also be considered service in the Armed Forces of the United States for purposes of this Section.

§ 11.19 Drug Free Workplace. The Contractor certifies by the execution of this Contract that the Contractor will provide a drug free workplace in compliance with the Illinois Drug Free Workplace Act (30 ILCS 580/1, *et seq.*), including provision of providing notifications, imposing sanctions, providing assistance with counseling, and complying with all other requirements of said Act.

§ 11.20 Bid Rigging and Rotating. The Contractor certifies that the Contractor is in compliance with Illinois law and not barred from bidding on the Contract as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the Criminal Code of 1961 (720 ILCS 5/33E).

ARTICLE 12 TERMINATION OF THE AGREEMENT

§ 12.1 TERMINATION BY THE OWNER

§ 12.1.1 This FEC Agreement may be terminated by the Owner upon 14 days’ written notice to the Design/Builder in the event that the Project is abandoned. If such termination occurs, the Owner shall pay the Design/Builder for Work completed and for proven loss sustained upon materials, equipment, tools, and construction equipment and machinery, including reasonable profit and applicable damages.

§ 12.1.2 If the Design/Builder defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform the provisions of this FEC Agreement, the Owner may give written notice that the Owner intends to terminate this FEC Agreement for cause. If the Design/Builder fails to correct the defaults, failure or neglect within seven (7) days after being given notice, the Owner may then give a second written notice and, after an additional seven (7) days, the Owner may without prejudice to any other remedy terminate the employment of the Design/Builder and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Design/Builder and finish the Work by whatever method the Owner may deem expedient. If the unpaid balance of the Contract Sum exceeds the expense of finishing the Work and all damages incurred by the Owner, such excess shall be paid to the Design/Builder. If the expense of completing the Work and all damages incurred by the Owner exceeds the unpaid balance, the Design/Builder shall pay the difference to the Owner. This obligation for payment shall survive termination of this FEC Agreement.

§ 12.2 TERMINATION BY THE DESIGN/BUILDER

§ 12.2.1 If the Owner fails to make payment when due, the Design/Builder may give written notice of the Design/Builder’s intention to terminate this FEC Agreement. If the Design/Builder fails to receive payment within fourteen (14) days after receipt of such notice by the Owner, the Design/Builder may give a second written notice and, fourteen (14) days after receipt of such second written notice by the Owner, may terminate this FEC Agreement and recover from the Owner payment for Work executed and for proven losses sustained upon materials, equipment, tools, and construction equipment and machinery, including reasonable profit and applicable damages.

ARTICLE 13 BASIS OF COMPENSATION

The Owner shall compensate the Design/Builder in accordance with Article 5, Payments, and the other provisions of this FEC Agreement as described below.



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§ 13.1 COMPENSATION

§ 13.1.1 For the Design/Builder's performance of the Work, as described in Section 3.2 and including any other services listed in Article 14 as part of Basic Services, the Owner shall pay the Design/Builder in current funds the Contract Sum as follows:

One million nine hundred thirty-two thousand two hundred dollars and no cents (\$1,932,200.00)

§ 13.1.2 For Additional Services, as described in Section 3.3 and including any other services listed in Article 14 as Additional Services, compensation shall be as follows:

N/A

§ 13.2 REIMBURSABLE EXPENSES

§ 13.2.1 Reimbursable Expenses are in addition to the compensation for Basic and Additional Services, and include actual expenditures made by the Design/Builder and the Design/Builder's employees and contractors in the interest of the Project.

§ 13.2.2 FOR REIMBURSABLE EXPENSES, compensation shall be a multiple of one and one tenth (1.10) times the actual amounts expended.

§ 13.3 INTEREST PAYMENT

§ 13.3.1 The rate of interest for past due payments shall be one and one-half percent (1.5%) per month, straight interest, or the highest interest available under applicable law, whichever is lower.

ARTICLE 14 OTHER CONDITIONS AND SERVICES

§ 14.1 The Basic Services to be performed shall be commenced upon a written to proceed by Owner and, subject to authorized adjustments and delays not caused by the Design/Builder. As long as approval to proceed is issued prior to September 9, 2026, Substantial Completion shall be achieved by December 31, 2026 and shall be defined by an operational water main system as depicted on the permit drawings.

§ 14.2 The Basic Services beyond those described in Article 3 are as follows: N/A
(Identify all project parameters to be achieved by this design-build contract)

§ 14.3 Additional Services beyond those described in Article 3 are as follows: N/A

§ 14.4 The Design/Builder shall submit an Application for Payment upon substantial completion of Work as described in Article 4. Specific payment terms are as follows: Pay applications will be in accordance with Article 5 and submitted to the Owner by the 10th day of each month. Invoicing will be presented in accordance with the schedule of values as shown in Exhibit B.

§ 14.5 The Design/Builder's Proposal includes the following documents:
(List the documents by specific title and date; include any required performance and payment bonds.)

Exhibit A (City of Crest Hill, Division 100 (General Requirements and Covenants)). For the avoidance of doubt, the Parties hereby expressly agree that in the event of any conflict between the terms of (1) this Agreement or any of the other Contract Documents and (2) Exhibit A, all terms within said exhibit shall control to the extent necessary to avoid the conflict.



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Final Engineering and Construction (FEC)

Exhibit B – Cost Summary – detailed schedule of values provided by Design/Builder for use in pay applications.

Exhibit C – Design Drawings titled “Division Street Water Main Improvements” and dated 8/27/2026

This Agreement entered into as of the day and year first written above.

OWNER:

DESIGN-BUILDER:
V3 Construction Group, Ltd.

Signature

Signature

Printed Name - Title

Michael Famiglietti,
Printed Name – Title

Date

08/28/2026
Date

EXHIBIT A

TAB 1

CITY OF CREST HILL DIVISION 100

GENERAL REQUIREMENTS AND COVENANTS

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SECTION 1. DEFINITION OF TERMS

1-1 DESCRIPTION

When a standard specification number is used in the Specifications it shall be taken to mean the latest revision of that Standard Specification at the time of the Bid.

Whenever in the specifications and Contract the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

1-2 ABBREVIATIONS

The following organizations are referred to in this specification by abbreviations of the titles. Additional information noted but not detailed can be obtained from these organizations by writing to them.

ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, Pennsylvania 19103
ASSHTO	The American Association of State Highway and Transportation Officials 917 National Press Building Washington, D.C. 20004
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, Colorado 80235
NSF	National Sanitation Test Laboratory Foundation Box 1478 Ann Arbor, Michigan
ANSI	American National Standards Institute 1430 Broadway New York, New York 10018
IDOT	Illinois Department of Transportation 2300 South Dirksen Parkway Springfield, Illinois 62764
FHWA	Federal Highway Administration DOT Building, 400 Seventh St., S.W. Washington, D.C. 20590
OSHA	Occupational Safety and Health Act
MWRDGC	The Metropolitan Water Reclamation District of Greater Chicago 100 East Erie Street Chicago, Illinois 60611

CONSULTANT	ENGINEERING CONSULTANT
ISO	Insurance Services Office

1-3 ADDENDA

Written or graphic instruments issued prior to the execution of the Agreement, which modify or interpret the Contract Documents, Drawings, and Specifications by additions, deletions, clarifications or corrections.

1-4 AWARD

The decision of the City to accept the proposal of the lowest responsive, responsible bidder for the work, subject to the execution of and approval of a satisfactory Contract therefore, and bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.

1-5 BASE COURSE

The layer or layers of specified or selected material of designed thickness placed on a sub-base or a subgrade to support the surface course.

1-6 BITUMINOUS PAVEMENT

A pavement structure which maintains intimate contact and distributes loads to the subgrade and depends upon aggregate interlock particle friction and cohesion for stability, and a pavement structure which includes a bituminous concrete surface course over a bituminous concrete base course or a portland cement concrete base course.

1-7 BIDDER

Any individual, firm, partnership or corporation submitting a proposal for the Work contemplated, acting directly or through a duly authorized representative.

1-8 CONTRACT

The written agreement between the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work (the furnishing of labor and materials, and the basis of payment).

The Contract includes such of the following document parts as may be utilized. These document parts so utilized will be as fully part of the Contract as if therein set out verbatim, or, if not attached, as if attached thereto. The controlling order of priority for these documents on the project is as follows (e.g., A is controlling over B-N, etc.):

- A. Supplemental Agreements (Change Order)
- B. Addenda
- C. Special Conditions of Contract
- D. General Conditions of Contract

- E. Special Provisions to the Specifications
- F. Detailed Specifications
- G. Complete Project Plans or Drawings
- H. General Specifications
- I. Contract
- J. Contractor's Contract Bond
- K. Contractor's Proposal
- L. Notice to Proceed
- M. Notice of Award
- N. Notice to Bidders

1-9 CONTRACTOR

The Bidder awarded the Contract for the Work.

1-10 CONTRACT BOND

The approved form of security furnished by the Contractor and his surety as a guaranty that he will execute the Work in accordance with the terms of the Contract.

1-11 CORPORATION

With respect to the execution and performance of the Contract, a corporate body authorized or licensed to do business in the State of Illinois

1-12 CULVERT

A drainage structure extending across and beneath a traveled way and having a tubular or box-type cross-section open on both ends.

1-13 ENGINEER

CONSULTING ENGINEER, or an engineer of a municipality, including such assistants as are authorized to represent them, who represents the City during the construction phase activities of the Work.

1-14 FORCE MAIN

A pipe constructed or used to carry sewage under pressure.

1-15 ENGINEERING OBSERVER

The authorized representative of the City or of the Engineer assigned to observe the progress of the Work to determine only if the Work is proceeding in accordance with the technical plans and specifications.

1-16 LABORATORY

An established testing laboratory approved by the Engineer.

1-17 MANHOLE

A vertical enclosed structure providing access to a pipe line or other structure.

1-18 NOTICE TO BIDDERS

The official notice, included in the proposal form, inviting bids for the proposed improvement, including a brief description of the Work.

1-19 CITY

The governmental body, corporation, partnership or individual initiating the project, acting through its legally constituted officials, officers or employees. The Department as referenced in the State Specifications.

1-20 PAVEMENT STRUCTURE

The combination of sub-base, base course and surface course placed on a sub-grade to support the traffic load and distribute it to the roadbed.

1-21 PLANS

All official drawings or reproductions of drawings pertaining to the Work provided for in the contract.

1-22 PLUMBING

Plumbing shall be as defined in the latest adopted Illinois State Plumbing Code, copies of which are available from the Illinois Department of Public Health, Division of Engineering and Sanitation, 535 West Jefferson Street, Springfield, Illinois 62706.

1-23 PROPOSAL {BID}

The written offer of the Bidder to perform the proposed Work.

1-24 PROPOSAL GUARANTY

The security designated in the proposal to be furnished by the Bidder as a guaranty that said Bidder will enter into a Contract with the City for the acceptable performance of the Work and will furnish the required Contract Bond, if the Work is awarded to him.

1-25 RAILROAD

The Railroad or Railway Company whose property is involved in the Work.

1-26 RIGHT-OF-WAY AND EASEMENTS

The areas owned, or acquired by permanent easement; also, the areas acquired by temporary easement during the time the easement is in effect.

1-27 SEWER, COMBINED

Any sewer constructed or used for the purpose of carrying both storm water and waterborne wastes to a treatment facility.

1-28 SEWER, SANITARY

Any sewer constructed or used for the purpose of carrying waterborne wastes to a treatment facility.

1-29 SEWER, SERVICE

A branch sanitary sewer line constructed from the main sanitary sewer line to a point described in the Special Provisions or Plans or to a point established by the Engineer.

1-30 SEWER, STORM

A sewer constructed or used for carrying storm water or sub-surface water to a storm water outlet.

1-31 SPECIAL PROVISIONS

Specific directions, provisions, requirements and revisions of the Specifications peculiar to the Work under consideration which are not satisfactorily provided for in the Specifications. The Special Provisions set forth the final contractual intent as to the matter involved. The Special Provisions included in the Contract shall not operate to annul those portions of the Specifications with which they are not in conflict.

1-32 SPECIFICATIONS

The body of directions, provisions and requirements contained herein, or in any supplement to this document referred to in the Special Provisions, together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing the Work, the quantities or the quality of materials to be furnished under the contract.

1-33 STATE SPECIFICATIONS

IDOT, Standard Specifications for Road and Bridge Construction, latest edition at the time of Bid. This book outlines the general requirements and covenants to all improvements, as well as provisions referring to materials, equipment and construction requirements for individual items of work.

1-34 SUBCONTRACTOR

The individual, firm, partnership or corporation to whom the Contractor, with the written consent of the Engineer, sublets, assigns, or otherwise disposes of any part of the Work covered by the contract.

1-35 SUB-BASE

The layer or layers of specified or selected material of designed thickness placed on a sub-grade to support a base course.

1-36 SUB-GRADE

The top of surface of a roadbed upon which the pavement structure and shoulders are constructed.

1-37 SUPPLEMENTAL AGREEMENT

The written agreement executed by the City and the Contractor, with the assent of the Contractor's surety, covering modifications or alterations of the terms of the original Contract.

1-38 SUPPLIER

Any person or organization who supplies materials or equipment for the Work including that fabricated to a special design.

1-39 SURETY

The corporate body, individual or individuals which engage to be responsible for the Bidder's acts in the execution of the Contract in the event of its being awarded to him; or, which are bound with and for the Contractor to insure his acceptable performance of the Contract, his payment of all obligations pertaining to the Work, and his fulfillment of such other conditions as may be specified or otherwise required by law.

1-40 SURFACE COURSE

One or more layers of a pavement structure designed to accommodate the traffic load, the top layer of which resists skidding, traffic abrasion, and the disintegrating effects of climate. The top layer is sometimes called "wearing course".

1-41 WATER MAIN

A pipe constructed or used to carry potable water under pressure.

1-42 WATER SERVICE LINE

That line connected to the water main, which delivers potable water to the user's facilities.

1-43 THE WORK

The improvement advertised for bids, described in the Proposal form, indicated on the Plans and covered in the Specifications, Special Provisions, Contract, authorized alterations, extensions and deductions, and supplementary agreements, or any part or parts thereof.

SECTION 2. PROPOSAL REQUIREMENT AND CONDITIONS

2-1 CONTENTS OF THE PROPOSAL FORM

Bidders will be furnished with forms stating the location and description of the Work contemplated, the approximate quantities of Work to be performed, the amount of the Proposal Guarantee, requirements pertaining to labor, and the date, time and place of filing and opening Proposals. All documents bound with or attached to the proposal shall be considered a part thereof, and shall not be detached or altered.

2-2 INTERPRETATION OF ESTIMATE OF QUANTITIES

An estimate of quantities of Work to be done and materials to be furnished under the Specifications is given in the Proposal. It is given as a basis for comparison of Proposals and the award of the Contract. The City and Engineer do not expressly or by implication agree that the actual quantities involved will correspond therewith; nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities pertaining to the Work.

Payment will be based on the actual quantities of Work performed in accordance with Contract, at the Contract unit prices specified. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities. The City reserves the right to omit any item or items, or to increase or decrease any or all items as provided in Section 4-3.

2-3 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK

The bidder shall, before submitting his bid, carefully examine the Proposal, Plans, Specifications, Special Provisions, and form of Contract and bond. He shall inspect in detail the site of the proposed Work and familiarize himself with all the local conditions affecting the Contract and the detailed requirements of construction. If his Bid is accepted, he will be responsible for all errors in his Proposal resulting from his failure or neglect to comply with these instructions. The City or Engineer will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

When the Plans or Special Provisions include information pertaining to sub-surface exploration, borings, test pits, and other preliminary investigations, such information is included only for the convenience of the Bidder. The City or Engineer assumes no responsibility whatever in respect to the sufficiency of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work, or that unanticipated developments may not occur.

When the Plans or Special Provisions include information pertaining to the location of underground utility facilities, such information is only included for the convenience of the Bidder. The City or Engineer assumes no responsibility whatever in respect to the sufficiency or accuracy of the information, or lack of information, shown on the Plans relative to the location of underground utility.

facilities. It shall be the Contractor's responsibility to obtain from the respective utility companies detailed information of the location of their facilities and the work schedules of the utility companies for removing or adjusting them.

2-4 ENGINEER'S ESTIMATE

The Engineer's "Estimate of Cost" as prepared for the City for the work to be completed under this contract may or may not be available to the Bidders at the discretion of the City or the Engineer. If the "Estimate of Cost" is available, it shall be given to all prospective bidders upon request.

2-5 PREPARATION OF THE PROPOSAL

The Bidder shall submit his Proposal on the form furnished by the City. The Proposal shall be executed properly, and Bids shall be made for all items indicated in the proposal form, except that when alternate bids are asked, a Bid on more than one alternate for each item is not required, unless the Special Provisions provide otherwise. The Bidder shall indicate, in figures, a unit price or lump sum for each of the separate items called for in the Proposal; he shall show the products of respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the Proposal shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the bidder, which shall be written with ink.

If the Proposal is made by an individual, his name and post office address shall be shown. If made by a firm, joint venture, or partnership, the name and post office address of each member of the firm, joint venture, or partnership shall be shown. If made by a corporation, the Proposal shall show the names, titles, and business addresses of the president, secretary, and treasurer, certified to by the secretary.

2-6 MULTIPLE BIDS

If multiple Bids are to be received, bidding shall be in accordance with the instructions in the Special Provisions.

2-7 REJECTION OF PROPOSALS

Proposals that contain omissions, erasures, alterations, additions not called for, conditional or alternate bids unless called for, irregularities of any kind, or proposals otherwise regular which are not accompanied by the proper proposal guaranty shall be rejected as informal or insufficient. However, the City reserve the right to reject any or all Proposals and to waive such technical error as may be deemed best for the interest of the City.

2-8 PROPOSAL GUARANTY

Each proposal shall be accompanied by a bid bond, bank draft, bank cashier's check, or properly certified check for not less than ten per cent (10%) of the amount Bid unless otherwise specified in the Special Provisions.

If a multiple Bid is submitted, the bid bond, bank draft, bank cashier's check, or certified checks, which accompany the individual Proposals making up the combination, will be considered as also covering the multiple Bid.

See Paragraph 3-3 regarding return of Proposal Guaranty.

The bid bond, bank draft, cashier's checks, or certified checks accompanying Proposals shall be made payable to the City.

2-9 DELIVERY OF PROPOSALS

The City will receive bids electronically through QuestCDN and the Quest vBid (VirtuBid) online bidding system. Bidders must be registered with QuestCDN, download the bidding documents, and submit bids electronically through vBid prior to the stated closing time. Bidders must establish an "On-Line Bid ID Code" to submit bids and may be required to download all addenda prior to bid submission.

The City is not responsible for a bidder's failure to submit an electronic bid due to bidder-side hardware, software, internet connectivity, or account issues. Bidders are encouraged to submit bids well in advance of the deadline.

2-10 WITHDRAWAL OF PROPOSALS

Permission will be given a Bidder to withdraw a Proposal if he makes his request in writing before the time for opening Proposals. If a Proposal is withdrawn, the Bidder will not be permitted to submit another Proposal for the same Work at the same letting.

2-11 WITHDRAWAL OF PROPOSAL GUARANTY

See Paragraphs 3-2 and 3-3 on award of Contract and return of Proposal Guaranty.

2-12 PUBLIC OPENING OF PROPOSALS

Electronic bids shall be securely stored within QuestCDN until the bid deadline. At the bid closing time, authorized City staff will access QuestCDN letting functions to view submissions and proceed with acceptance/review and display as appropriate. City staff may mark bids as Accepted/Rejected/Under Review based on responsiveness checks before displaying bid tabs. Bid prices and tabulations may be released following an initial responsiveness review and in accordance with City award procedures. No live, in person, or virtual bid opening shall be conducted.

2-13 DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and rejection of his Proposal.

- A. More than one Proposal for the same Work from an individual, firm, partnership, or corporation under the same or different names.
- B. Evidence of collusion among bidders.
- C. Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.
- D. Failure to submit a unit price for each item of Work listed in the Proposal.
- E. If the Proposal form is other than that furnished by the City or if the form is altered or any part thereof is detached.

- F. If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the Proposal incomplete, indefinite or ambiguous as to its meaning.
- G. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- H. If the Proposal is not accompanied by the proper proposal guaranty.
- I. If the Proposal is prepared with other than ink or typewriter.
- J. Lack of competency as revealed by financial statement or experience questionnaire.
- K. Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.
- L. Uncompleted work, which, in the judgment of the City, might hinder or prevent the prompt completion of additional work.
- M. False information provided on a Bidder's "Contractor's Statement."
- N. Failure to comply with any prequalification regulations of the City.
- O. Default under previous contracts.

2-14 COMPETENCY OF BIDDERS

The Bidder, if a corporation, shall show the name of the State in which the corporation is chartered. Each Bidder shall furnish the City within two (2) weeks after request, with satisfactory evidence of his competency to perform the Work contemplated. When requested, he shall submit to the City a financial statement prepared by a Certified Public Accountant showing his financial condition at the end of his past fiscal year. The accountant who prepares the statement shall certify that he holds a valid and unrevoked certificate as a Certified Public Accountant, issued in accordance with the laws of the State in which he is licensed. The Bidder, if requested, shall also answer and submit questionnaires relating to his experience and available equipment for performing construction work similar to that for which he is offering a proposal, and shall do so within the same two weeks from the time of request.

Before an award is made, the Bidder may, at the option of the City be required to furnish a statement showing the value of all uncompleted work for which he has entered into contracts.

2-15 MATERIAL SUBSTITUTIONS

If restrictions of any governmental authority prohibit the use of certain items that are required by the Plans and Specifications, substitution for such items will be determined by the City.

Each Bidder shall base his bid on the furnishing of all items exactly as shown on the Plans and as described in the Specifications. The successful Bidder will not be authorized to make any substitutions

on his own volition, but in each and every case must obtain a properly authorized change order from the City on his Contract before installing any work in variance with the Contract requirements.

2-16 CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the City and Engineer, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

2-17 STATUS OF RIGHT-OF-WAY, EASEMENT AND CONSTRUCTION EASEMENT ACQUISITION

Each bidder is instructed to fully acquaint himself with the status of the right-of-way, easement and construction easement acquisition at the time of submission of his proposal and the possibility of the acquisition of the parcels remaining to be acquired, if any, in time so as not to interfere with the progress of his work under this contract, and the City shall not be liable to any damage that may occur to him for any and all delay through delay of the City in securing the necessary right-of-way, easement and construction easement.

The City agrees that it will make every effort to acquire any right-of-way, easement and construction easement with all speed and diligence possible.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3-1 CONSIDERATION OF PROPOSALS

The proposals received will be compared on the basis of the summation of the products of the items of Work listed and the unit prices offered. In case of discrepancy between the gross sum shown in the Proposal prices, the unit prices shall govern, and any errors found in said products shall be corrected. In awarding Contracts, the City will, in addition to considering the amounts stated in the Proposals, take into consideration the responsibility of the various Bidders as determined from a study of the data required under the previous article and from other investigations, which the City may elect to make.

3-2 AWARD OF CONTRACT

Except in cases where the City exercises the right reserved to reject any or all Proposals, the Contract will be awarded by the City, as soon as practicable after the opening of Proposals.

Unless otherwise specified, if a Contract is not awarded within forty- five (45) days after the opening of Proposals, a Bidder may file a written request with the City for the withdrawal of his bid or award date may be extended by mutual consent of the City and Bidder. The City will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's Proposal Guaranty.

3-3 RETURN OF PROPOSAL GUARANTY

The Proposal Guaranties of all except the two lowest Bidders will be returned promptly after the Proposals have been checked. Proposal Guaranties of the two lowest Bidders will be returned as soon as the Contract and Bond of the successful bidder have been properly executed and approved.

If Contracts cannot be awarded promptly, the City shall permit the two (2) lowest Bidders to substitute for the bank cashier's checks, or certified checks which they may have submitted with their Proposals as Proposal Guaranties, a bid bond executed by a corporate surety company satisfactory to the City, but such substitutions shall not be made until a period of three (3) days has elapsed after the date of opening Proposals.

3-4 REQUIREMENT OF CONTRACT BOND

The successful Bidder, at the time of the execution of the Contract, shall deposit with the City a surety bond for the full amount of the Contract. The form of bond shall be that furnished by the City, and the surety shall be acceptable to the City.

3-5 EXECUTION OF THE CONTRACT

The contract shall be executed by the successful Bidder. The bond, when required, shall be executed by the principal and the sureties, and executed Contract and Contract Bond shall be presented to the City within fifteen (15) days after the date of notice of the award of the Contract.

Each Contract must be executed in three (3) original counterparts, and there shall be executed original counterparts of the Contract Bond in equal number to the executed original counterparts of the Contract. One (1) copy each of such executed documents will be retained by the City and the Engineer, the third will be delivered to the Contractor.

3-6 FAILURE TO EXECUTE CONTRACT

Failure on the part of the successful Bidder to execute a Contract and an acceptable Contract Bond and acceptable insurance certificates as provided herein, within fifteen (15) days from the date of receipt of Contract documents from the City will be considered as just cause for the annulment of the award and the forfeiture of the proposal guaranty to the City, not as a penalty but in payment of liquidated damages sustained as a result of such failure.

SECTION 4. SCOPE OF WORK

4-1 INTENT OF THE PLANS AND SPECIFICATIONS

The intent of the contract is to prescribe a complete outline of work which the Contractor undertakes to do in full compliance with the contract, plans and specifications. The Contractor shall furnish all required materials, equipment, tools, labor, and incidentals, unless otherwise provided in the contract, and shall include the cost of these items in the unit prices bid for the several units of work. Contractor shall be solely responsible for all safety procedures and safety violations. The quantities appearing in the bid schedule of prices are estimates prepared for the establishment of pay item prices and the comparison of bids. Payment to the Contractor will be made for the actual measured quantities performed and accepted or material furnished and accepted according to the contract, and the scheduled quantities may be increased, decreased, or omitted as herein provided.

Under no circumstances shall the Contractor exceed any established pay item quantity without notification to the Engineer and receipt of written authorization as provided herein.

The latest edition of the State Specifications and Standard Specifications for Water and Sewer Construction in Illinois shall be the basis and govern this contract unless otherwise provided by special provision or exception.

4-2 SPECIAL WORK

Should any construction or requirement not covered by the Specifications be anticipated on any proposed Work, Special Provisions for the same will be prepared and included in the Proposal form, which Special Provisions shall be considered as a part of the Specifications the same as though contained fully herein.

4-3 CHANGES

The City reserves the right to make, in writing, at any time during work, changes in quantities, alterations in work, and the performance of extra work to satisfactorily complete the project. Such changes in quantities, alterations, and extra work shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the City may determine to be fair and equitable.

If alterations or changes in quantities do not significantly change the character of the work to be performed under contract, the altered work will be paid for as provided elsewhere in the contract.

The term "significant change" shall be construed to apply only when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or when a major item, defined as an item whose total original contract costs exceeds ten percent of the total original contract amount, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity.

All alterations, cancellations, extensions, and deductions shall be authorized in writing by the City before work is started. Such authorizations shall set up the items of work involved and the method of payment for each item.

The Contractor shall accept payment for alterations which result in an increase or decrease in the quantities of work to be performed according to the following:

- A. All increases in work of the type which appear in the contract as pay items accompanied by unit prices will, except as provided under paragraph (C) herein, be paid for at the contract unit prices. Decreases in quantities included in the contract will be deducted from the contract at the unit bid prices. No allowance will be made for delays or anticipated profits.
- B. Major items of work for which the quantities are increased by not more than 125 percent or reduced to not less than 75 percent of the original contract quantities will be paid for as specified in paragraph (a) above. Any adjustments for increased quantities for major items of work increased more than 125 percent shall only apply to that portion in excess of 125 percent of original contract quantities. Any adjustments made for major items of work which are decreased to less than 75 percent of the original contract quantities shall apply to the actual amount of work performed.
- C. Extra work which is not included in the contract as pay items at unit prices and is not included in other items of the contract will be paid for according to Section 9-4.

4-4 PERIODIC AND FINAL CLEANUP

From time to time or as may be ordered by the City and immediately after completion of the Work, the Contractor shall at his own expense clean up and remove all refuse and unused materials of any kind resulting from the Work. Upon failure to do so within five (5) working days after receipt of written request from the City, the Work may be done by the City and the cost thereof be charged to the Contractor and be deducted from his Contract price. Upon completion of the Work, the Contractor shall remove all his equipment and put the area of the Work in a neat and clean condition and do all other cleaning required to complete the Work in a workmanlike manner, ready for use and satisfactory to the City.

All Cleanup shall be performed as specified in the various sections of these Specifications or in the Special Provisions.

4-5 LUMP SUM CONTRACTS

On lump sum Contract, when specified in Special Provisions, or Contracts containing lump sum items, the lump sum contract price shall include the furnishing and installation of all Work described in the Specifications and/or shown on the Plans.

4-6 LOCAL ORDINANCES AND REGULATIONS

The Contractor shall keep himself fully informed of all existing laws, ordinances, and regulations of the municipality affecting the work and/or material of this Contract. If any inconsistency is discovered between the Plans, Specifications and those covered by local municipal laws, ordinances, or regulations, it shall be reported to the City and Engineer.

4-7 PREFERENCE TO VETERANS

Attention is called to assure compliance with Illinois Revised State Chapter 126 Section 23. Preference to veterans upon public works: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the state, or by any political subdivision thereof, preference shall be given to persons who were engaged in the military or naval service of the United States in time of war".

SECTION 5. CONTROL OF THE WORK

5-1 PLANS AND WORKING DRAWINGS

The Contractor shall submit to the Engineer such shop, working, or layout drawings pertaining to the construction of the Work, as may be required. These drawings shall be reviewed by Engineer for general conformance with the design concept only. This review by the Engineer does not relieve the Contractor and/or fabricator/vendor of responsibility for conformance with the Contract documents (see 1-8) and applicable codes, all of which have priority over these shop, working and layout drawings. Corrections or comments made on the shop drawings by the Engineer during this review process do not relieve the Contractor from compliance with the requirements of the Contract documents (1-8) and applicable codes.

When the Contract includes Work adjacent to a railroad and false work, cofferdams, or sheeting is required, the Contractor shall submit to the Engineer for his approval and the Railroad Engineer's approval, plans for the false work, cofferdams, or sheeting by a Registered Structural Engineer. It shall be the responsibility of the Contractor to contact the railroad to determine how to meet their requirements. The cost of meeting those requirements shall be borne by the Contractor. The plans shall be submitted sufficiently in advance of the time the Contractor intends to start work to permit checking. No such work shall be started prior to receipt by the Contractor of approval of the Plans for the false work, cofferdams, or sheeting.

The cost of furnishing such Drawings shall be incidental to the contract and no additional compensation will be allowed the Contractor for any delays resulting therefrom.

5-2 CONFORMITY WITH PLANS AND SPECIFICATIONS

It is the intent of the Specifications that all Work performed, and all materials furnished shall be in conformity with the lines, grades, cross section, dimensions and material requirements shown on the Plans or indicated in the Specifications.

In the event the Engineer finds the materials or the finished product in which the materials are used or the Work performed are not in conformity with the Engineering Plans and technical Specifications including tolerances and have resulted in an inferior or unsatisfactory product, the Work or material shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

5-3 COORDINATION OF COMPONENT PARTS OF THE CONTRACT

The Specifications, the accompanying Plans, the Proposal, the Special Provisions, and all other contract documents are intended to describe a complete Work and are essential parts of the Contract. A requirement occurring in any of them is binding. In case of discrepancy, figured dimensions shall govern over scaled dimensions, Plans shall govern over Specifications, Special Provisions shall govern over both Specifications and Plans, and quantities shown on the plans shall govern over those shown in the Proposal. Neither the City, Engineer, nor the Contractor shall take advantage of any apparent error or omission in the Plans or Specifications, and the City shall be permitted to make such minor changes or alterations as may be deemed necessary for the fulfillment of the intent of the Plans and Specifications. Any corrections or alterations so made shall be subject to the provisions of Section 4-3.

5-4 COOPERATION BY CONTRACTOR

The Contractor will be furnished necessary copies of the Plans and Special Provisions, and he shall have one copy of each available on the work at all times during its prosecution. He shall give the work his constant attention to facilitate the progress thereof, and shall cooperate with the City and Engineer in every way possible. He shall have on the Work site at all times a competent, English-speaking representative authorized to receive orders and act for him and shall not replace him without prior written notification to the City.

5-5 UTILITIES

Not all of the gas, power, telephone or cable television lines, whether above or below ground, have been shown on the drawings. The location of existing underground utilities, such as water mains, sewers gas mains, etc., as shown on the drawings, have been determined from the best available information and are given for the convenience of the Contractor. The Contractor must assume responsibility for location and protection of all utilities, whether shown or not, and must realize that the actual locations of the utilities shown on the drawings may be different from the location indicated.

It is the responsibility of the Contractor to phone the Joint Utility Locating Information for Excavators (J.U.L.I.E.) at least 48 hours before excavation starts (except Saturday, Sunday and Holidays) phone toll free 1-800-892-0123. The Contractor shall also be responsible for having the "Dig Number" assigned as a result of the phone request available at the construction site and at his office.

It is understood and agreed that the Contractor has considered in his Proposal all of the permanent and temporary utility appurtenances shown or otherwise indicated on the Plans in their present positions and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances of the operation of moving them either by the utilities company or by the Contractor; or on account of any special construction methods required in prosecuting his work due to the existence of said appurtenances.

5-6 COOPERATION BETWEEN CONTRACTORS

If separate contracts are let for Work comprising an entire improvement, each Contractor shall conduct his Work so as not to interfere with or hinder the progress or completion of the Work being performed by other Contractors.

The Contractor shall as far as possible arrange his Work, and place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same improvement. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others. In case of dispute, the latest approved progress schedule shall govern.

5-7 CONSTRUCTION STAKES

Construction stakes and/or paint will be furnished and set by the Engineer to mark the general location, alignment, elevation and grade of the Work. The Contractor shall exercise proper care in the preservation of stakes set for his use or the use of the Engineer. The Contractor shall pay for the cost of replacing stakes damaged by his operation or those stolen by others.

5-8 AUTHORITY AND DUTIES OF OBSERVERS

Observers employed by the City or by the Engineer shall be authorized to observe the progress of the Work to determine if the Work is proceeding in accordance with the technical Plans and Specifications, and to perform such other duties as may be designated by the Engineer. However, the Engineer shall not be responsible for the construction means, methods, techniques, sequences or safety procedures and precautions in connection with the work by the contractors.

5-9 ENGINEER'S FIELD OFFICE AND/OR LABORATORY

When required by the Special Provisions, the Contractor shall furnish a field office and laboratory. The field office and/or laboratory shall be a weatherproof building for the exclusive use of the Engineer. It shall be independent of any building used by the Contractor. All keys to the building shall be turned over to the Engineer. The Engineer shall designate the location of the building and it shall remain on the site until released by the Engineer.

The building shall conform to the following requirements:

Floor space, not less than	120 square feet
Height of ceiling, not less than	8 feet
Windows, not less than	3
Door, with lock approved by the Engineer	1
Instrument locker, 2 feet x 3 feet x 4 feet, with adjustable shelves	
Hinged wall table	3 feet x 6 feet

The Contractor shall provide lights, heat, and when electric power is available, summer air conditioning for the building. The conditions shall be acceptable to the Engineer.

When shown on the plans or specified in the Special Provisions, the Contractor shall furnish two (2) buildings conforming to the above requirements, one to be used as a field laboratory, and each to be located where designated by the Engineer.

With the approval of the Engineer, a mobile building or buildings of approximately the same dimensions and having similar facilities may be substituted for the above described building or buildings.

The cost of furnishing the building or buildings, light, heat, and air conditioning shall be paid for at the contract lump sum price for "FIELD OFFICE AND/OR LABORATORY". The office and/or laboratory shall remain the property of the Contractor when the Work is completed.

5-10 CONSTRUCTION OBSERVATION

All materials and each part or detail of the Work may be subject at all times to observation by the Engineer and the City, or their authorized representatives, and the Contractor will be held strictly to the true intent of the Contract documents in regard to quality of materials, workmanship and the

diligent execution of the Contract. Observations may be made at the site or at the source of material supply whether mill, plant or shop. The Engineer, or his representatives, shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make his observations and construction review. The duty of the Engineer to conduct observations and construction review of the Contractor's performance shall not include review of the adequacy of the Contractor's safety measures in, on, or near the construction site.

Engineer shall not at any time supervise, direct, or have control over any contractors' work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any Contractor to comply with laws and regulations applicable to contractors' work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. Engineer shall have no authority to stop the work of any contractor on the Project. The Engineer's efforts will be directed toward providing assurance for the City that the completed project will conform to the Plans and Specifications as prepared by the Engineer, to safeguard the City against variances and deviations from the Plans and Specifications, and to assist in a correct interpretation of the Plans and Specifications.

The Engineer shall not have control of the construction and does not have a right, duty or responsibility to stop work for any reason including any contractor's failure to follow proper safety precautions or any acts or omissions. The Engineer shall not be responsible for the acts, errors or omissions of any contractor or any of their agents or employees or any other person performing any of the Work under the Contract.

The Contractor shall, upon written notice from the City, remove or uncover such portions of the finished Work as he may direct, before the final acceptance of the same. After examination, the Contractor shall restore said portion of the Work to the standard required by the Contract documents. If the Work thus exposed or examined proves acceptable, the expenses of uncovering or removing and the replacing of the parts removed shall be paid for as Extra work, unless otherwise provided in the Contract documents, but if the Work so exposed or examined is unacceptable, the expense of uncovering or removing and the replacing of the same in accordance with the Contract documents shall be borne by the Contractor.

The Contractor shall supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction.

Any reference to "supervision" by the Engineer in the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction or any other referenced documents shall be changed to "observation."

When the State and/or Federal Government is to pay a portion of the cost of the Work covered by the Contract, the Work shall be subject to the observation of the representatives of those Governments, but such observation shall in no sense make those Governments a part of the Contract.

5-11 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

Work done without lines and grades being given, or beyond the lines shown on the Plans or as given, except as herein provided, or any extra work done without authority will be considered as unauthorized and at the expense of the Contractor, and will not be measured or paid for. Work so done may be ordered by the City to be removed or replaced at the Contractor's expense.

All work, which has been rejected, shall be remedied or removed and replaced so as to comply with the Plans and Specifications by the Contractor at his own expense. Upon failure on the part of the Contractor to comply promptly with any order of the City made under the provisions of this article, the City shall, after giving written notice to the Contractor, have the authority to cause defective work to be remedied, or removed and replaced, or to cause unauthorized work to be removed, and to deduct the cost thereof from the contract price due or become due to the Contractor.

5-12 FINAL ACCEPTANCE

The Engineer shall make final acceptance of all Work included in the Contract, as soon as practicable after notification by the Contractor that the Work is completed. If the Work is not acceptable to the Engineer, he shall inform the Contractor in writing as to the particular defects to be remedied before final acceptance can be made.

The Contractor shall be relieved of normal maintenance responsibilities for any sections of the work, which are completed and accepted by the City prior to project completion. For the remainder of the Work, the guarantee period shall be as stated in Section 7-16.

When the Contract includes work for which the County, State and/or Federal Government is to pay a portion of the cost thereof, such work shall also be subject to the inspection and approval of the representatives of those governments.

5-13 PUBLIC CONSTRUCTION BID ACT, 30 ILCS 557—1-Deleted.

SECTION 6. CONTROL OF MATERIAL

6-1 QUALITY OF MATERIALS

It is the intent of the Specifications that first-class materials shall be used throughout the Work, and that they shall be incorporated as to produce completed construction, which is workmanlike and acceptable in every detail. The cost of collecting and furnishing of samples of all test material shall be borne by the Contractor. The cost of all testing shall be borne by the City. Only materials, which conform to the requirements of these Specifications, shall be incorporated in the Work.

6-2 DEFECTIVE MATERIALS

All materials not conforming to the requirements of the Specifications shall be considered as defective and shall be removed from the Work; if in place, they shall be removed by the Contractor at his expense and replaced with acceptable materials. No defective materials, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure of the Contractor to comply forthwith with any written order of the City pursuant to the provisions of this article, the City shall have authority to remove and replace defective materials and to deduct the cost of removal and replacement from any monies due to become due the Contractor.

6-3 TESTING MATERIALS

All materials should be tested and approved by the Engineer before incorporation in the Work. The Contractor shall give sufficient advance notice of placing orders to permit tests to be completed before the materials are incorporated in the Work and the Contractor shall afford such facilities as the Engineer may require for collecting and forwarding samples and making observations.

6-4 SAND, GRAVEL AND CRUSHED STONE

The source of sand, gravel and crushed stone construction shall be approved by the Engineer prior to usage. The approval shall be based upon testing of samples furnished by the Contractor and tested by the Engineer for conformance with Specifications. Approval shall be contingent upon the Contractor using materials on the job, which conform with the samples satisfactorily tested.

6-5 CONCRETE

Samples of concrete used in construction shall be taken by the Contractor and made into test cylinders in conformance with ASTM C31. The City shall provide the services of an independent testing laboratory to collect and test the cylinders in conformance with ASTM C39, and furnish a copy of test results to the Engineer. Any concrete, which tests indicate failed to conform to the Specifications, shall be removed and replaced at Contractor's expense. At the option of the City, the concrete may be accepted and agreed upon adjustment in payment.

6-6 MISCELLANEOUS MATERIALS

Fittings, valves, castings, hydrants, house service pipes, masonry blocks, bricks, manhole sections or other miscellaneous manufactured materials used in water and sewer construction shall be furnished

with the implied guarantee that such materials conform with the requirements of the Specifications. The Engineer reserves the right to require a certified statement from the manufacturer of such materials that the specific materials have been inspected and tested and conform with the Specifications.

6-7 JOB SITE OBSERVATION

Regardless of any tests of materials made at the source, the Contractor shall carefully inspect all materials before installation and reject any materials, which have been damaged or have visible flaws. The Engineer also reserves the right to make such observation, but failure to detect irregularities does not relieve the Contractor of responsibility to remove and replace materials, which are found to be defective after installation.

6-8 STORED MATERIALS

If it is necessary to store materials, they shall be protected in such a manner as to insure the preservation of their quality and fitness for the Work. All stored materials shall be inspected at the time of use in the Work, even though they may have been inspected and approved before being placed in storage. The Contractor may use the right-of-way for storage of materials. If stockpiling is done outside the right-of-way, the additional space required shall be provided by the Contractor at his expense.

6-9 "OREQUAL" CLAUSE

Whenever, in any of the Contract Documents, an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer, or vendor, the term "or equal", if not inserted shall be implied except where the Proposal provides for alternate bids. The specific article, materials, or equipment mentioned shall be understood as indication of the type function, minimum standard or design, efficiency and quality desired and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency. The Contractor shall comply with the requirements of the Contract Documents and City's approval of materials and equipment before they are incorporated in the project.

SECTION 7. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

7-1 LAWS TO BE OBSERVED

The Contractor shall at all times observe and comply with all Federal laws, State laws, County laws, local laws, ordinances, and regulations which in any manner affect the conduct of the Work, and all such orders or decrees as exist at the time Bids are advertised, of legislative bodies or tribunals having legal jurisdiction or authority over the work and no plea of misunderstanding or ignorance thereof will be considered. The Engineer shall not be responsible for determining whether the Contractor is in compliance with these laws, ordinances and regulations.

The Contractor shall indemnify and save harmless the City, the Engineer, and all of their officers, agents, employees and servants against any claim or liability, including legal fees, arising from or based on the violation of such law, ordinance, regulation, order or decree, whether by themselves or their employees.

7-1.01 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless City and Consultants and their respective officers, agents and employees, from and against all claims, damages, losses, costs, expenses, judgments and liabilities, including but not limited to attorney's fees, costs and expenses, arising out of or in connection with Contractor's performance of or failure to perform this Agreement, provided that any such claim, damage, loss, costs, expenses, judgments or liabilities are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible personal property, including the loss of use resulting therefrom, that is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder.

Contractor shall defend, indemnify and hold harmless City, Consultants, and their respective officers, agents and employees from and against all claims, damages, losses, costs and expenses arising out of, relating to, or incurred in connection with the use by Contractor, its officers, agents, subcontractors and employees of any equipment, materials, tools, construction equipment, machinery, and/or motor vehicles owned or leased by City. The indemnification provided by this Section shall apply regardless of whether City consents to the use of equipment by Contractor.

In the event such indemnity as described above is prohibited by law, then said indemnity shall only be to the extent caused by the negligent acts or omissions of the Contractor, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, or to the extent allowed by applicable law.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Contractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Contractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Contractor agrees that a similar waiver of liability limitation will be incorporated in its agreements with subcontractors or anyone directly or indirectly employed by them. Contractor agrees that in the event it

fails to incorporate such a waiver of liability limitation in its agreements with said subcontractors and others, then it will be responsible for any additional liability arising out of said failure. The defense and indemnification obligations set forth in this provision shall survive the termination or expiration of this Agreement.

Contractor further agrees that all future contracts in furtherance of this contract between Contractor and any of its subcontractors will designate City and CONSULTANTS as intended third party beneficiaries of that contract. Contractor hereby agrees to specifically label City and CONSULTANTS as an "intended third party beneficiaries" in all contracts entered in furtherance of this contract.

7-2 INSURANCE REQUIREMENTS

7-2.01 GENERAL

The Contractor and any Subcontractors shall obtain and thereafter keep in force for the term of the contract the insurance coverage specified in 7-2.02 MINIMUM INSURANCE REQUIREMENTS.

The Contractor shall not commence work under the Contract until all the insurance required by this section or any Special Provisions has been obtained. The insurance companies must be authorized to do business in the State of Illinois.

The insurance companies providing coverage shall have a standard and poor's rating of A++ or better.

Any deductibles will be the responsibility of the Contractor and Subcontractor. The Contractor will need to demonstrate the financial capacity to fund a \$50,000 deductible amount.

The Contractor shall be solely responsible for enforcing compliance with these insurance requirements by all Subcontractors of any tier.

A. PRIMARY INSURANCE

All insurance required of the Contractor shall be specifically endorsed so that it is Primary Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If additional insureds have other applicable insurance coverage, those coverages shall be deemed to be on an excess or contingent basis.

B. NO WAIVER OF INSURANCE REQUIREMENT BY CITY

Under no circumstances shall the City be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

1. Allowing work by Contractor or any Subcontractor of any tier to start before receipt of certificates of insurance, endorsements, and other required insurance documents; or

2. Failure to examine, or to demand correction of any deficiency of, any certificate of insurance received.

The Contractor agrees that the obligation to provide insurance is solely the Contractor's responsibility and cannot be waived by any act or omission of the City.

C. *INSURANCE DOES NOT LIMIT LIABILITY*

The purchase of insurance by the Contractor under this Contract shall not be deemed to limit the liability of the Contractor in any way for damages suffered by City (e.g., in excess of policy limits, because of deductibles, or not covered by the policies purchased).

D. *NOTIFICATION OF PERSONAL INJURY/PROPERTY DAMAGE*

The Contractor shall notify the City, in writing, of any possible or potential claim for personal injury or property damage arising out of the work of this Contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.

7-2.02 *MINIMUM INSURANCE REQUIREMENTS*

The insurance coverage required of the Contractor and any Subcontractors shall be written for not less than the following, or greater if required by law:

A. *Workers' Compensation and Occupational Disease Insurance* in accordance with applicable state and federal laws, and Employer's Liability Insurance with a bodily injury per accident limit of liability of at least \$ 500,000, bodily injury by disease limit each employee of \$500,000 and bodily injury by disease policy limit of \$500,000 or such greater sum as may be reasonably required by City.

B. *Commercial General Liability Insurance* provided by ISO form CG 0001 with a combined Bodily Injury and Property Damage limit of at least \$1,000,000 per occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 general aggregate, or such greater sum as may be reasonably required by City. This shall include a 2-year tail for completion operations.

1. Completed Operations and Products liability insurance shall be maintained for a period of 2-years after completion and acceptance of the Project by City, or such longer period as may be reasonably required by the City.
2. The above policy shall include an endorsement identifying City, and any other parties as may be reasonably required by City or CONSULTANTS as Additional Insured. ISO endorsements CG 2010 and CG 2037 any edition, or equivalent forms, must be used to provide this coverage. Copies of the endorsements must be included with the certificate of insurance as required in paragraph L.

3. Claims-Made coverage triggers are not acceptable to City.
4. ISO form CG2503, Designated Construction Project(s) General Aggregate Limit or an equivalent form must be endorsed to the policy and identified on the certificate of insurance. City's and Contractors Protective Liability policy can be utilized in lieu of aggregate limits per project, (see 7-2.02O for OCP requirements)
5. The policy shall not contain a sunset provision, commutation clause or any other provision which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy.
6. The policy shall not contain any provision, definition or endorsement which would serve to eliminate third party action over claims.
7. Residential Work exclusions or limitations, in any form, are not acceptable to Contractor.

C. Comprehensive Automobile Liability Insurance covering use of all owned, non-owned and hired vehicles with Bodily Injury and Property Damage limit of at least \$1,000,000 Combined Single Limit, or such greater sum as may be reasonably required by the City. This policy shall include coverage for City, CONSULTANTS, and any other parties as may be reasonably required by City, for liability arising out of the actions of Contractor, whether by endorsement or otherwise. This policy must also include provisions that cover the vehicle and employers liability.

D. Excess or Umbrella Liability Insurance. (a) for any Contractor and any Subcontractors who perform any excavation, underground utility, trucking, directional boring, environmental/remediation or significant amount of work on the project, limits shall be not less than \$10,000,000 per occurrence for Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability, in excess of the minimum policy limits. (b) for all other Contractors and Subcontractors, limits shall be at least \$5,000,000 per occurrence for Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability, in excess of the minimum policy limits. All contractors and subcontractors shall also have excess coverage as follows:

Employer's Liability \$1,000,000/ \$1,000,000 / \$1,000,000

Commercial General Liability \$1,000,000 per occurrence

Commercial General Liability \$2,000,000 general aggregate

Commercial General Liability \$2,000,000 completed operations aggregate

Comprehensive Auto Liability \$1,000,000 combined
single limit

Excess/Umbrella coverage shall be provided as no less than Follow Form and shall name City, Consultants, and any other parties as may be reasonably required by City, as Additional Insured on a Primary and Non-Contributory basis.

E. *Pollution Liability* in the amount of \$2,000,000 per occurrence and \$2,000,000.00 in the aggregate or such higher sum as may be reasonably required by the City. This requirement covers the Contractor's use of, transportation, removal and/or disposal of hazardous materials and/or pollutants. Additionally, this requirement must apply to any disposal site receiving hazardous materials and/or pollutants. Pollution means the actual or alleged discharge, dispersal, release, seepage, migration, growth, or escape of smoke, soot, fumes, acids, alkalis, toxic chemicals, mold, mildew, spores, fungi, microbes, bacterial matter, legionella pneumophila, asbestos, lead, silica, liquids or gases, waste materials, contaminants, or other irritants, into or upon land, the atmosphere, any structure on land, the atmosphere contained within that structure, or any watercourse or body of water, including groundwater. Radioactive matter shall also be considered a pollutant, except as otherwise covered or protected by insurance or protections provided pursuant to 42 U.S.C. § 2014(w), as amended, or Section 170 of the Atomic Energy Act of 1954, as amended.

F. *Professional Liability* in the amount of \$5,000,000 per occurrence and in the aggregate or such sum as may be reasonably required by the City. This requirement covers the Contractor's duties that involve professional architectural, engineering, design or consultation work. Any applicable deductibles and/or retention's must be noted on the Certificate of Insurance. Policy exclusions are not allowed for pollution, including mold, fungi or bacteria including the vapor produced or arising therefrom. Please see the project *Special Provisions* for the project specific needs of this policy. This shall include a 2-year completion operations tail.

G. *Property and Equipment* Contractor shall purchase and maintain at its own discretion and expense, Builder's Risk/Installation Floater Insurance in an amount equal to the insurable value of the Contractor's property, whether off site or in transit, to cover any equipment, tools or tangible personal property. Contractor assumes all liability and risks, and agrees to waive all claims against City and CONSULTANTS for damage to or loss of equipment, machinery, tools, supplies and other tangible personal property owned or supplied by Contractor and utilized or intended to be utilized during the course of Contractor's Work. Any insurance carried by Contractor covering such damage or loss shall be endorsed with a waiver of subrogation in favor of City and CONSULTANTS. Any and all subcontractors agree to assume the same liabilities and risks as Contractor.

- H. Each of Contractor's** General Liability, Auto Liability, Pollution Liability, Professional Liability and Excess/Umbrella Liability policies must be endorsed as Primary and Non-Contributory as to any insurance maintained by the Additional Insured(s) and shown on the certificate of insurance.
- I. An endorsement** in favor of the Additional insured(s) waiving the Contractor's and its insurer's rights of subrogation shall be issued with respect to the Commercial General Liability, Comprehensive Auto Liability, Pollution Liability, Professional Liability and Workers' Compensation and Employers Liability policies. Evidence of this endorsement must be noted on the certificate of insurance.
- J. Self-funded** or other non-risk transfer insurance mechanisms or deductibles/self-insured retentions greater than \$25,000 per occurrence are not acceptable to City on any insurance coverage required in this agreement. If the Contractor has such a program, full disclosure must be made to City and CONSULTANTS prior to any consideration being given.
- K. Any subcontractor** employed by Contractor shall have equivalent coverage.
- I. A Certificate of Insurance**, including copies of the Additional Insured endorsements, shall be sent to City or CONSULTANTS prior to the commencement of any Work (please see the sample attached at the end of Section 7). All Certificates of Insurance and Endorsements verifying the existence of the above required insurance shall be in form and content satisfactory and acceptable to City and CONSULTANTS and shall be submitted to City or CONSULTANTS in a timely manner so as to confirm Contractor's full compliance with these insurance requirements stated herein, throughout the entire term of this Agreement.
- M.** Contractor shall provide written notice via email of any cancellation notice received by Contractor from any insurer providing insurance as required in this Agreement within two (2) business days of Contractor's receipt of such notice.
- N. Permitting Contractor** to commence Work prior to CONSULTANTS's receipt of the required certificate shall not be a waiver of the Contractor's obligation to provide all of the above insurance. Acceptance by City or CONSULTANTS of insurance submitted by Contractor shall not relieve or decrease in any manner the liability of the Contractor for its performance under this Agreement.

In the event Contractor fails to obtain or maintain any of the foregoing required coverage, the City may purchase such coverage and charge the expense thereof to the Contractor, or may terminate this Agreement.

These Insurance provisions are intended to be a separate and distinct obligation on the part of Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not the Indemnity provisions of this Agreement are determined at any time to be enforceable in the jurisdiction in which the Work covered by this Agreement is performed. The obligation of the Contractor to provide the insurance herein specified shall not limit in any way the liability or obligations assumed by the Contractor elsewhere in this Agreement.

In the event Contractor or its insurance carrier(s) defaults on any obligations under this Insurance provision, Contractor agrees that it will be liable for all reasonable expenses and attorneys' fees incurred by City in the enforcement of the terms of this provision.

O. City and Contractor's Protective Liability Insurance

If the Contractor is unable or unwilling to provide the required General Liability Additional Insured forms, a City's and Contractor's Protective Policy can be purchased as an acceptable alternate; Required limits of insurance;

1. Bodily Injury and Property Damage Combined

\$5,000,000 Each Occurrence

\$10,000,000 Annual Aggregate
2. The Contractor will furnish and maintain during the entire period of construction a City and Contractor's Protective Liability policy written in the name of the City and CONSULTANTS with not less than the limits indicated. The named insureds shall be:
 - a. City
 - b. Consultant, If Required.
3. Proof of insurance for the coverages required to be purchased by the Contractor, including the City's and Contractor's Protective Policy shall be submitted to CONSULTANTS for transmittal to the City for his approval prior to the start of construction. Proof of the City's Protective Policy shall consist of providing an entire copy of that policy to CONSULTANTS. With respect to all other coverages required to be purchased by the Contractor, proof of insurance shall consist of a Certificate of Insurance issued by the Contractor's insurance agency.
4. It is further understood that any insurance maintained or carried by City shall be in excess of any coverage provided by any Contractor or Subcontractor.

P. Railroad Protective Insurance will be required by Special Provisions if needed.

Q. Builder's Risk Insurance is not provided by the City unless specified on the Contract.. The Contractor is responsible for any loss that would be insured by such coverage. On

Contracts for construction of buildings, bridges, or other structures, all Builder's Risk coverage may be required by Special Provisions. Such coverage shall name the City, Contractor, subcontractors, and suppliers, as their interests may appear as named insureds.

7-3 PERMITS AND LICENSES

The Contractor, prior to commencing work, shall at his own expense procure all permits, licenses, and bonds necessary for the prosecution of the work, required by Municipal, County, State and Federal regulations, unless specifically provided otherwise in the Special Conditions of the Contract.

The Contractor shall also give all notice, pay all fees, and comply with all Federal, State, County and Municipal laws, ordinances, rules and regulations and building and construction codes bearing on the conduct of the Work.

7-4 PATENTS AND ROYALTIES

If any design, device, material or process covered by letters patent or copyright is used by the Contractor, he shall provide for such use by legal agreement with the City of the patent or a duly authorized licensee of such City, and shall save harmless the City and the Engineer from any and all loss or expense on account thereof, including its use by the City.

7-5 STATE AND FEDERAL PARTICIPATION

When the County, State, and/or the Federal Government pays all or any portion of the cost of the Work, the Work shall be subject to the inspection of the appropriate agency.

7-6 SANITARY PROVISIONS

The Contractor shall comply with all rules and regulations of the Federal, State, County, and local health departments, and shall take precautions to avoid creating unsanitary conditions. The City or Engineer shall not be responsible for determining whether the Contractor is in compliance with these rules and regulations.

7-7 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall notify the City at least five (5) days in advance of the starting of Work, which might in any way inconvenience or endanger traffic, so that arrangements may be made, if necessary, for closing the road and providing suitable detours. The Contractor shall at all times conduct the Work as to insure the least obstruction to vehicular and pedestrian traffic. The convenience of the general public and of residents along the roadway shall be provided for in an adequate and satisfactory manner. (See also 7-9, 7-14 and 8-6.)

If a temporary road is required for the convenience of the general public and/or residents along the roadway, temporary road requirements will not be paid for separately, but will be incidental to the Contract and no extra compensation will be allowed.

7-8 BARRICADES AND WARNING SIGNS

When any section of road is closed to traffic, the Contractor shall provide, erect, and maintain barricades, red flags, signs and lights at each end of the closed section and at all intersecting roads in accordance with the Illinois Manual of Uniform Traffic Control Devices.

If during the progress of the work, it is necessary to provide access to private property along the road, the Contractor shall provide, erect, and maintain within the closed portion of the road, such barricades, signs, flags and lights as may be necessary to protect the Work and to safeguard local traffic.

When traffic is to be permitted to use the road during construction, the Contractor shall protect the work and provide for safe and convenient public travel by providing, erecting, and maintaining such barricades, red flags, and lights as are necessary.

The Contractor's responsibility for the work, as provided in Section 7-15, shall apply, even though barricades, signs, red flags, and lights are installed as required above.

The cost of furnishing and maintaining barricades, warning signs, red flags, and lights as required herein shall be incidental to the Contract and no extra compensation will be allowed. The Engineer shall not be responsible for determining whether the Contractor is in compliance with these rules and regulations.

7-9 DEBRIS ON TRAVELED SURFACE OR STRUCTURES

Where the Contractor's equipment is operated on any portion of the traveled surface or structures used by traffic on or adjacent to the section under construction, the Contractor shall clean the traveled surface of all dirt and debris at the end of each day's operation.

The cost of this work shall be included in the unit prices bid and no additional compensation will be allowed. The Engineer shall not be responsible for determining whether the Contractor is in compliance with these rules and regulations.

7-10 EQUIPMENT ON TRAVELED SURFACE AND STRUCTURES

The traveled surface and structures on or adjacent to the work shall be protected, from damage by lugs or cleats on treads or wheels of equipment.

All equipment used in the prosecution of the work shall comply with the legal loading limits established by the statutes of the State of Illinois or local regulations when moved over or operated on any traveled surface or structure unless permission in writing has been issued by the City. Before using any equipment, which may exceed the legal loading, the Contractor shall secure a permit, allowing ample time for making an analysis of stresses to determine whether or not the proposed loading would be within safe limits. The City will not be responsible for any delay in construction operations or for any costs incurred by the Contractor as a result of compliance with the above requirements. The Engineer shall not be responsible for determining whether the Contractor is in compliance with these rules and regulations.

7-11 USE OF EXPLOSIVES

When the use of explosives is necessary for the prosecution of the Work, the Contractor shall be governed by the rules and regulations of the Department of Mines and Minerals of the State of Illinois and any local regulations, which govern the use of explosives. The Engineer shall not be responsible for determining whether the Contractor is in compliance with these rules and regulations.

7-12 USE OF FIRE HYDRANTS

If the Contractor desires to use water from hydrants, he shall make application to the proper authorities, and shall conform to the municipal ordinances, rules or regulations concerning their use. Water from hydrants or other sources shall be at the Contractor's expense unless otherwise provided in the Special Provisions

Fire hydrants shall be accessible at all times to the Fire Department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by municipal ordinances, rules or regulations, or within ten feet (10') of a fire hydrant, in the absence of such ordinances, rules or regulations.

7-13 PROTECTION AND RESTORATION OF PROPERTY

If corporate or private property interferes with the Work, the Contractor shall notify, in writing, the City of such property, advising them of the nature or disposition of such property. The Contractor shall furnish the City with copies of such notifications and with copies of any agreements between him and the property Owners concerning such protection or disposition.

The Contractor shall take all necessary precautions for the protection of corporate or private property, such as walls and foundations of buildings, vaults, underground structures of public utilities, underground drainage facilities, overhead structures of public utilities, trees, shrubbery, crops and fences contiguous to the Work, of which the Contract does not provide for removal. The Contractor shall protect and carefully preserve all official survey monuments, property marks, section markers, and Geological Survey monuments, or other similar monuments, until the City or an authorized surveyor or agent has witnessed or otherwise referenced their location or relocation. The Contractor shall take reasonable precautions to avoid disturbing any archeological and other historic remains encountered during construction. The Contractor shall notify the City of the presence of an such survey or property monuments or archeological and other historic remains as soon as they are discovered.

The Contractor shall be responsible for the damage or destruction of property of any character resulting from error, neglect, misconduct or omission in his manner or method of execution or non-execution of the Work, or caused by defective Work or the use of unsatisfactory materials, and such responsibility shall not be released until the Work shall have been completed and accepted and the requirements of the Specifications complied with.

Whenever public or private property is so damaged or destroyed, the Contractor shall at his own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If he fails to do so, the City may, after the expiration of a period of forty-eight (48) hours after giving him notice in writing, proceed to repair, rebuild, or

otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due the Contractor under his contract.

The Contractor shall remove all mailboxes within the limits of construction, which interfere with construction operations and shall erect them at temporary locations. As soon as construction operations permit, he shall set the mailboxes at their permanent locations. The Contractor shall replace at his own expense any mailbox or post which has been damaged by his operations.

The cost of all materials required and all labor necessary to comply with the above provisions will not be paid for separately, but shall be considered as incidental to the Contract, unless otherwise specified in the Special Provisions.

7-14 PROTECTION AND RESTORATION OF TRAFFIC SIGNS

Any traffic sign within the limits of construction, which interferes with construction operations, may be removed by the Contractor when authorized by the traffic sign City. Any traffic sign, which has been removed, shall be re-erected immediately by the Contractor at the temporary location designated by the traffic sign City, and as soon as construction operations permit, the sign shall be set at its permanent location. The cost of all materials required and all labor necessary to comply with this provision will not be paid for separately, but shall be considered as incidental to the contract.

The Contractor shall replace at his own expense any traffic sign or post which has been damaged due to his operations.

Any traffic sign designated as critical by the traffic sign City shall not be disturbed and no additional compensation will be allowed the Contractor for any delays, inconvenience, or damage sustained by him due to any special construction methods required in prosecuting his work due to the existence of such traffic signs.

7-15 CONTRACTOR'S RESPONSIBILITY FOR WORK

The Work shall be under the control and care of the Contractor until final acceptance or use or occupancy by the City. The Contractor shall assume all responsibility for injury or damage to the Work by action of the elements or from any other cause whatsoever, and shall rebuild, repair, restore, and make good, at his expense, all injuries or damages to the Work, except that when the Work is opened to usage by written order of the City, the provisions of this article shall not apply to damage caused by such use and not due to the Contractor's fault or negligence.

When materials are furnished to the Contractor by the City for inclusion in the work, the Contractor's responsibility for handling and installation of all such materials shall be the same as for materials furnished by him.

In case of suspension of Work by the Contractor, the Contractor shall be responsible for the Work and shall take such precautions as may be necessary to prevent damage to the Work, provide for normal drainage and shall erect any necessary temporary structures, signs, or other facilities at his expense.

7-16 GUARANTEE PERIOD

The Contractor shall warrant all Work performed for a period of one (1) year from the date of final acceptance in writing by the Engineer. In case of acceptance of a part of the work for use or occupancy prior to final acceptance of the entire Work, the guarantee for the part so accepted shall be for a period of one year from the date of such partial acceptance, in writing, by the Engineer.

In placing orders for equipment, the Contractor shall purchase same only under a written guarantee from the respective manufacturers that the equipment supplied will function satisfactorily as an integral part of the completed Work in accordance with the Plans and Specifications, and that the manufacturer will repair or otherwise make good any defects in workmanship or materials which may develop within a period of one (1) year from the date of final acceptance. Furthermore, the Contractor shall require that the manufacturer agree in writing at the time the order for equipment is placed that he will be responsible for the proper functioning of the equipment in cooperation with the Contractor, and that whenever necessary during the installation period or tuning up period following construction period, the manufacturer will supply without additional cost to the City, such superintendence and mechanical labor and any adjustments and additional parts and labor needed to make the equipment function satisfactorily, even if same was not shown on the approved shop drawings.

7-17 PERSONAL LIABILITY OF CITY'S AGENTS

In carrying out the provisions of this contract, or in exercising any power or authority granted to the City, there shall be no personal liability upon any officer or authorized agent of the City provided the City is a governmental body, it being understood that all such persons act as agents and representatives of the City.

7-18 NO WAIVER OF LEGAL RIGHTS

The City and the Engineer shall not be precluded by any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefor, from showing the true amount and character of the Work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the Work or materials do not conform in fact to the Contract. The City shall not be precluded, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and his sureties such damages as if it may sustain by reason of his failure to comply with the terms of the Contract. Neither the acceptance by the City, nor any representative of the City, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver of any portion of the Contract, or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

7-19 SAFETY

Contractor shall comply with State and Federal Safety regulations as outlined in latest revision of Federal Construction Safety Standards (Series 1926) and with applicable provisions and regulation of Occupation Safety and Health Administration (OSHA) Standards of the Williams-Steiger Occupational Health and Safety Act of 1970 (rev.). The City or Engineer shall not be responsible for determining the Contractor's compliance with these regulations.

The Contractor is solely responsible for the safety procedures, programs and methods of its employees, subcontractors of every tier, and agents. Contractor shall hold the City and the Engineer harmless for any and all damages resulting from violations thereof.

7-20 USE OF PRIVATE LAND

The Contractor shall not use any vacant lot or private land as a plant site, depository for materials, or as a spoil site without the written authorization of the City of the land (or his agent), a copy of which authorization shall be filed with the City.

7-21 USE OF WATER

Contractors desiring to use water furnished by the City will be required to make application for extension to the proper authorities and conform to the rules and regulations provided in such cases by the municipal ordinances and pay the usual water rates or fees.

7-22 COST OF SERVICES

The Contractor will be required to pay the established water rates for water obtained from the City. Large quantities of water for flushing trenches, filling mains, testing or other operations shall be drawn only at night or at times specifically authorized by the City.

The cost of all power, lighting and heating required during construction shall be paid by the Contractor and its costs merged in the contract price.

7-23 WORK IN BAD WEATHER

No construction work shall be done during stormy, freezing or inclement weather, except such as can be done satisfactorily, and to secure first-class construction throughout, and then only subject to permission of the City.

7-24 SUNDAY WORK

No work shall be performed under these specifications at night or on Sunday and legal holidays without the approval of the City. If it is found necessary to continue the work at night or on Sunday or on a legal holiday, the Contractor will be charged for the Engineering and observation at such times at the rate of Seven Hundred Fifty Dollars (\$750.00) per day of eight (8) working hours for each person doing such work on the job, and the amount will be deducted from money due to the Contractor at the time of settlement.

7-25 WATCHMEN

Watchmen are to be provided by the Contractor at the site of the project to prevent loss, damage to property, or accidents.

7-26 CONSTRUCTION DEBRIS

The Contractor shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil, the weight or volume of the debris or soil, and the location, City, and operator of the facility where the

debris or soil was transferred, disposed, recycled or treated. This documentation must be maintained by the Contractor for 3 years.

SECTION 8. PROSECUTION AND PROGRESS

8-1 SUBLETTING OR ASSIGNMENT OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or Contracts or any portion thereof, or of his right, title, or interest therein, without written consent of the City. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, Work amounting to not less than 50 per cent of the total Contract, except that any items designated in the Contract as "specialty items" may be performed by subcontract and may be deducted from the total Contract price before computing the amount of work required to be performed by the Contractor with his own organization. No subcontracts, or transfer of Contract, shall in any case release the Contractor of his liability under the Contract. All transactions of the City shall be with the Contractor; subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence.

8-2 PROGRESS SCHEDULE

Promptly after the award of the contract, if requested, the Contractor shall submit to the City a satisfactory progress schedule, which shall show the proposed sequence of work, and how the Contractor proposes to complete the various items of work within the number of days set up on the contract. The progress schedule shall be reviewed and revised periodically as working conditions warrant. The Contractor shall confer with the City in regard to the prosecution of the Work in accordance with this schedule. This schedule shall be used as a basis for establishing major construction operations, and for checking progress of the Work.

8-3 PRE-CONSTRUCTION CONFERENCE

Unless the need for a preconstruction conference is waived by the Engineer, the Contractor shall make himself and his representatives available to meet with the Engineer and other representatives of the City, prior to the start of construction to discuss scheduling, handling of materials, payments, etc.

8-4 PROSECUTION OF THE WORK

The Contractor shall begin the Work to be performed under the contract not later than ten (10) days after the execution and acceptance of the Contract, unless otherwise provided, but not prior to the execution of the Contract.

8-5 COMPLETION DATE

The Contractor shall complete all Work on or before the stipulated completion date, or on or before a later date determined as specified herein; otherwise, the City may proceed to collect liquidated damages described hereinafter.

When a delay occurs due to unforeseen causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of the public enemy, governmental acts, fires, floods, epidemics, strikes, extraordinary delays in delivery of materials caused by strikes, lockouts, wrecks, freight embargoes, governmental acts, or acts of God, the time of completion shall be extended in whatever amount is determined by the City.

An "Act of God" means an earthquake, flood, cloudburst, cyclone, or other cataclysmic phenomena of nature beyond the power of the Contractor to foresee or make preparation in defense against. A rain, windstorm or other natural phenomenon of normal intensity, based on U.S. Weather Bureau reports, for the particular locality and for the particular season of the year in which the work is being prosecuted, shall not be construed as an "Act of God", and no extension of time will be granted for the delays resulting therefrom.

8-6 LIMITATIONS OF OPERATIONS

The Contractor shall conduct his work so as to create a minimum amount of inconvenience to vehicular and pedestrian traffic. At any time when, in the judgment of the City, the Contractor has obstructed or closed the road or is carrying on operations on a greater portion of a street than is necessary for the proper prosecution of the Work, the City may require the Contractor to finish the section on which Work is in progress before the Work is started on any additional section. (See also Section 7-7).

8-7 SUSPENSION OF WORK

The City shall have authority to suspend the Work wholly or in part, for such period of time as he may deem necessary, due to conditions unfavorable for the satisfactory prosecution of the Work, or to conditions which in his opinion warrant such action; or for such time as is necessary by reason of failure on the part of the Contractor to carry out orders given, or to perform any or all provisions of the Contract. No additional compensation will be paid the Contractor because of any costs caused by such suspension, except when the suspension is ordered for reasons not resulting from any act or omission on the part of the Contractor. If it becomes necessary to stop Work for an indefinite period of time, the Contractor shall store all material in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way, take every precaution to prevent damage or deterioration of the Work performed, provided suitable drainage of the roadway, and erect temporary structures where necessary. The Contractor shall not suspend Work without written authority from the City. (See also Section 7-15).

8-8 DETERMINATION AND EXTENSION OF CONTRACT TIME FOR COMPLETION

When the time for completion of the Work contemplated is specified in the Contract, it is understood that the completion of the Work within the time specified is an essential part of the Contract. If the Contractor finds it impossible to complete the Work within the time specified in the Contract, he may, at any time prior to the last thirty (30) days of the Contract time specified, make written request to the City for an extension of Contract time. He shall set forth in full in his request the reasons, which he believes justify the granting of his request. If the City finds that the Work is delayed because of conditions beyond the control of the Contractor, or that the quantities of work done, or to be done, are in excess, he shall promptly grant an extension of time for completion, which appears reasonable and proper. The extended time for completion shall then be considered as in effect the same as if it were the original Contract time for completion.

8-9 FAILURE TO COMPLETE THE WORK ON TIME

Should the Contractor fail to complete the Work within the Contract time the Contractor shall be liable to the City in the amount shown in the following schedule of deductions, as liquidated damages, and not

as a penalty, for each day of overrun in the Contract time or such extended time as may have been allowed.

**SCHEDULE OF DEDUCTIONS FOR
EACH DAY OF OVERRUN IN
CONTRACT TIME**

Original Contract Amount		Daily Charge	
From more than	To and Including	Calendar Day	Work Day
\$ 0	100,000	\$ 475	\$
100,000	500,000	750	1,050
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,275	1,725
3,000,000	6,000,000	1,425	2,000
6,000,000	12,000,000	2,300	3,450
12,000,000	And over	5,800	8,125

8-10 DEFAULT ON CONTRACT

If the Contractor fails to begin the Work under Contract within the time specified, or fails to perform the Work with sufficient workmen and equipment or with sufficient materials to insure the completion of said Work within the Contract time, or shall perform the Work unsuitable, or shall neglect or refuse to remove materials or perform anew such Work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, the City shall give notice in writing to the Contractor and his surety of such delinquency, said notice to specify the corrective measures required.

If the Contractor, within a period of ten (10) days after said notice, shall not proceed in accordance therewith, the City shall have full power and authority to forfeit the rights of the Contractor and at its

option to call upon the surety to complete the Work in accordance with the terms of the contract, or it may take over the Work, including any or all materials and equipment on the ground as may be suitable and acceptable, and may complete the Work with his own forces, or may enter into a new agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

All costs and charges incurred by the City, together with the cost of completing the work under Contract, shall be deducted from the Contract amount. In case the expense so incurred by the City shall be less than the sum which would have been payable under the Contract if it had been completed by the Contractor, the Contractor shall be entitled to receive the difference subject to any claims for liens thereon in case such expense shall exceed the sum which would have been payable under the Contract, the Contractor and the surety shall be liable and shall pay to the City the amount of such excess.

8-11 TERMINATION OF THE CONTRACTOR'S RESPONSIBILITY

Whenever the Work called for by the Contract shall have been completely performed on the part of the Contractor and all parts of the Work have been approved and deemed to be in compliance with the Technical Plans and Specifications by the Engineer, according to the Contract, and the final estimate paid, the Contractor's obligations shall be considered fulfilled, except as set forth in his Bond, in Section 7-18 and his one-year guarantee, in Section 7-16.

SECTION 9. MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES

All Work completed under the Contract will be measured by the Engineer according to United States Standard Measures. The method of measurement shall be described in the Specifications or the Special Provisions.

9-2 SCOPE OF PAYMENT

The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools and equipment; for performing all Work contemplated and embraced under the Contract; for all loss or damage arising out of the nature of the Work or from action of the elements; for any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work until its final acceptance by the City; for all risks of every description connected with the prosecution of the Work; also, for all such expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the work as herein specified, or for any infringement of patents, trademarks, or copyrights, and for completing the Work in an acceptable manner according to the Contract Documents.

Contractor will be paid in cash and/or negotiable warrants at intervals, and in accord with the terms of the Contract. Except for subdivision contracts, the City will retain ten percent (10%) of each periodic payment until final completion and acceptance by the City of all Work included in the Contract.

The payment of any current estimate prior to final acceptance of the Work by the City shall in no way constitute an acknowledgment of the acceptance of the Work, nor in any way prejudice or affect the obligation of the Contractor, at his expense, to repair, correct, renew, or replace any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the Work under Contract and its appurtenances, nor any damage due or attributable to such defects, which defects, imperfections, or damage shall have been discovered on or before the final inspection and acceptance of the Work. Defects, imperfections, or damage, shall be determined by the Engineer observing the work for compliance with the Plans and Specifications, and the Contractor shall be liable to the City for failure to correct the same as provided herein.

9-3 INCREASED OR DECREASED QUANTITIES

Whenever the quantity of any item of Work as given in the Proposal shall be increased or decreased, payment shall be made on the basis of the actual quantity completed at the unit price for such item named in the Proposal, except as otherwise provided in Sections 4-3 or in the detailed specifications for each class of Work.

9-4 PAYMENT FOR EXTRA WORK

Extra Work which results from any of the changes as specified in Section 4-3 shall not be started, except in case of an emergency, until receipt of a written authorization or Work order from the City, which authorization shall state the items of work to be performed and the method of payment for each item. Work performed without such order will not be paid for.

Extra work will be paid for:

- A. Either at a lump sum price or at unit prices agreed upon by the Contractor and the City. {In case a Supplemental Agreement is signed between the Contractor and the City, the agreed prices pertaining thereto shall prevail).
- B. If acceptable to the Engineer, on the following force account basis:
 1. Labor. The Contractor will be paid the actual amount of wages for all labor and foreman in direct charge of the specific Work for each hour that said labor and foreman are actually engaged in such Work, to which cost shall be added twenty percent (20%) of the sum thereof.
 2. Bond, Insurance, Tax, Welfare Fund and other Payments. The Contractor will receive the actual cost of Contractor's bond, public liability and property damage insurance, workmen's compensation insurance, social security tax, welfare fund and other payments, if any, in accordance with agreements applicable to the Contract, required for force account work, to which no percentage shall be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond, insurance tax, welfare fund and other payments.
 3. Materials. The Contractor will receive the actual cost for all materials which are an integral part of the finished Work, including freight charges as shown by the original receipted bills, to which shall be added fifteen percent (15%) of the sum thereof.

The Contractor will be reimbursed for any materials used in the construction of the Work, such as sheeting, false work, form lumber, curing materials, etc., which are not an integral part of the finished Work. The amount of reimbursement shall be agreed upon in writing before such Work is begun, and no percent shall be added. The salvage value of such materials shall be taken into consideration in the reimbursement agreed upon.
 4. Equipment. Machinery and equipment, which the Contractor has on the job for use on contract items, shall be used on extra Work as deemed necessary or desirable. The Contractor will be paid for all machinery and equipment used on extra work in accordance with the latest revision of "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT CITYSHIP EXPENSE WITH OPERATING COST" as issued by the Department of Transportation, State of Illinois, for the period that said machinery and equipment are in use on such Work, to which no percent shall be added. In the event that

equipment is used which is not included in aforesaid publication, the latest edition of the "Compilation of Nationally Averaged Rental Rates for Construction Equipment" compiled by Equipment Distributors, 615

West 22nd Street, Oak Brook, Illinois 60521, shall be used to determine equipment rental rates and no percent shall be added to the rates indicated in such publication.

9-5 PAYMENT FOR SUBCONTRACTING, EXTRA WORK

Where an authorized subcontractor performs some or all of the Work qualifying as an Extra Work item and compensation is to be based on the terms of paragraph 9-4 (2), the cost of labor, bonds, material and equipment shall be the cost to the subcontractor on these items and an additional allowance to the prime Contractor of five percent (5%) of all costs as determined in paragraph 9-4 (2) shall be made in such instances.

9-6 PARTIAL PAYMENTS

Once each month, the Contractor will make an approximate estimate, in writing, of the materials in place complete, the amount of Work performed, and the value thereof, at the contract unit prices. From the amount so determined of completed work there shall be deducted ten percent (10%) to be retained until after the completion of the entire Work to the satisfaction of the City, and the balance certified to the City for payment.

In addition, an estimate may, at the discretion of the City and upon presentation of receipted bills and freight bills, be made for payment of the value of acceptable non-perishable materials delivered at the Work site or in acceptable storage places and not used at the time of such estimate. The care and storage of such material shall be the Contractor's responsibility. In the absence of receipted bills, an estimate may, at the request of the Contractor and at the discretion of the City, be made for payment of the value of materials in acceptable storage places and not used at the time of the estimate, but in such an event payment shall be made of such amounts by a check requiring the endorsement of both the Contractor and materials supplier. Endorsement of such a check by the material supplier shall be construed a waiver of lien for the cost of materials covered by the check. Such materials, when so paid for by the City, shall become the property of the City, and in the event of default on the part of the Contractor, the City may use or cause to be used such materials in the construction of the Work provided for in the Contract. The amount thus paid by the City shall be deducted from estimates due the Contractor as the material is used in the Work.

9-7 ACCEPTANCE AND FINAL PAYMENT

Whenever the Work provided for by the Contract shall have been completely performed on the part of the Contractor, and all parts of the Work have been deemed to be in substantial compliance with the Plans and Specifications by the Engineer and accepted by the City, a final estimate showing the value of the Work will be prepared by the Engineer as soon as the necessary measurements and computations can be made, all prior estimates upon which payments have been made being approximate only and subject to correction in the final payment. The amount of this estimate, less any sums that have been deducted or retained under the provisions of the Contract, will be paid to the Contractor as soon as practicable after the final acceptance, provided the Contractor has furnished to the City satisfactory evidence that all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished for the

purpose of such Work have been paid or that the person or persons to whom the same may be due have consented to such final payment.

Neither the final payment on this contract by the City nor any provisions in the contract documents shall relieve the Contractor of the responsibility for negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the extent and period provided by law or within the guarantee period of one (1) year from final acceptance of the work performed under this Contract, whichever is greater, nor of the responsibility of remedying such faulty workmanship and materials.

The acceptance by the Contractor of the final payment shall constitute a release and waiver of all claims by the Contractor except those previously made and still unsettled.

9-8 CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS

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

- A. Payments that may be earned or due for just claims for labor and materials furnished in and about the Work.
- B. For defective Work not remedied.
- C. For failure of the Contractor to make proper payments to his subcontractors.
- D. For reasonable doubt that the contract can be completed for the balance then unpaid.

The City will disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The City will render to the Contractor a proper accounting of all such funds disbursed on behalf of the Contractor.

The City also reserves the right, even after full completion and acceptance of the Work, to refuse payment of the final ten percent (10%) due the Contractor, until it is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

9-9 RELEASE OF CLAIMS AND LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the City a complete release of all claims or liens arising out of this contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the release and receipts include all the labor and materials for which a lien or claim could be filed; but the Contractor may, if a subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City to indemnify the City against any claim or lien (in cases where such payment is not already guaranteed by surety bond). If any claim or lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

EXHIBIT B



Quote To: City Of Crest Hill
20600 City Center Boulevard
Crest Hill, Illinois 60403

Date: 8/28/2026
Project: ISP Water Line Extension
Contact: Ronald Wiedeman, P.E.
Director Of Engineering

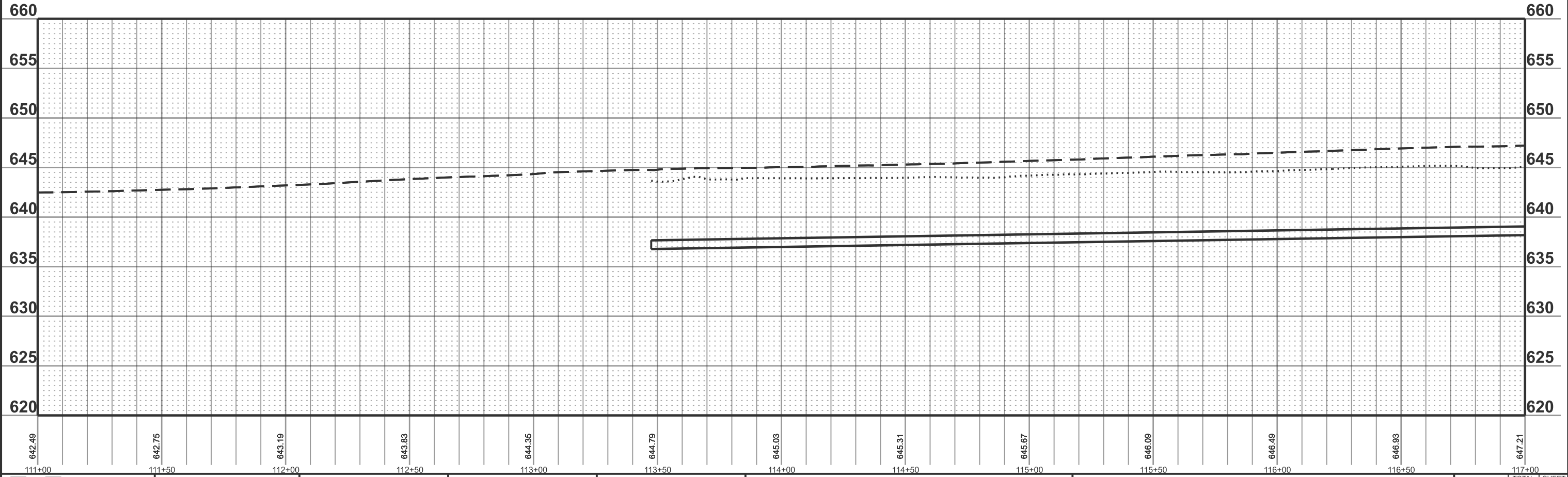
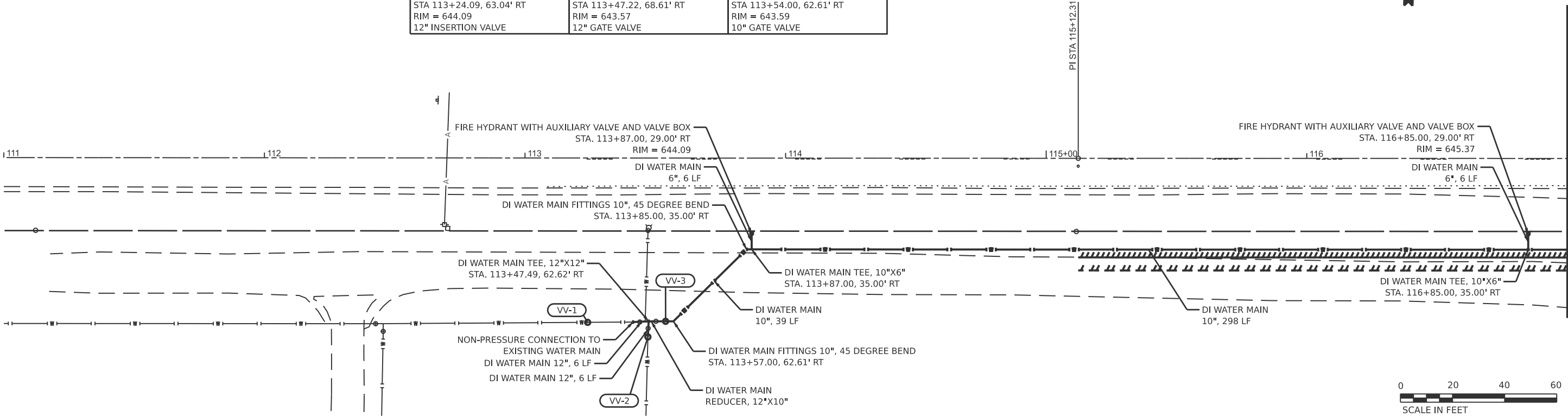
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100	Mobilization	1.00	LSUM	\$10,000.00	\$10,000.00
200	6" CL 52 TJ Ductile Iron Pipe W/Polywrap	120.00	LF	\$105.00	\$12,600.00
300	10" CL 52 TJ Ductile Iron Pipe W/Polywrap *	5,800.00	LF	\$217.00	\$1,258,600.00
400	12" CL 52 TJ Ductile Iron Pipe W/Polywrap	40.00	LF	\$450.00	\$18,000.00
500	8" CL 52 RJ Ductile Iron Pipe Directional Bore	80.00	LF	\$395.00	\$31,600.00
600	4" CL52 RJ Ductile Iron Pipe Directional Bore	80.00	LF	\$365.00	\$29,200.00
700	4" MJ Gate Valve With 60" Valve Vault	1.00	EA	\$8,000.00	\$8,000.00
800	8" MJ Gate Valve With 60" Valve Vault	1.00	EA	\$9,500.00	\$9,500.00
900	10" MJ Gate Valve With 60" Valve Vault	4.00	EA	\$11,000.00	\$44,000.00
1000	12" MJ Gate Valve With 60" Valve Vault	1.00	EA	\$14,000.00	\$14,000.00
1100	12" MJ Insertion Valve With 60" Valve Vault	1.00	EA	\$35,000.00	\$35,000.00
1200	Fire Hydrant Assembly Complete	20.00	EA	\$11,000.00	\$220,000.00
1300	Stub and Plug 10" Water Main at Rt. 53 & Division	1.00	EA	\$3,500.00	\$3,500.00
1400	Sawcutting	1.00	LS	\$1,800.00	\$1,800.00
1500	Pavement Removal	1.00	LS	\$3,700.00	\$3,700.00
1600	Pavement Replacement	1.00	LS	\$13,000.00	\$13,000.00
1700	Topsoil Strip 6"	1.00	LS	\$29,000.00	\$29,000.00
1800	Topsoil Respread 6"	1.00	LS	\$29,000.00	\$29,000.00
1900	Seed and Blanket (No Maintenance)	20,000.00	SY	\$4.50	\$90,000.00
2000	Traffic Control	1.00	LS	\$5,000.00	\$5,000.00
2100	Silt Fence	5,800.00	LF	\$4.00	\$23,200.00
2200	Pot Holing - Vactor Truck (1 Day)	1.00	LS	\$8,500.00	\$8,500.00
2300	V3 Engineering	1.00	LS	\$35,000.00	\$35,000.00
Bid Total:					\$1,932,200.00

The following is specifically excluded from this proposal:

Notes: The 10" ductile iron pipe price is based on 4,500' of directional bore and 1,300' of open cut.

EXHIBIT C

VV-1 5' DIA. VALVE VAULT TYPE A, TYPE 1 FRAME, CLOSED LID STA 113+24.09, 63.04' RT RIM = 644.09 12" INSERTION VALVE	VV-2 5' DIA. VALVE VAULT TYPE A, TYPE 1 FRAME, CLOSED LID STA 113+47.22, 68.61' RT RIM = 643.57 12" GATE VALVE	VV-3 5' DIA. VALVE VAULT TYPE A, TYPE 1 FRAME, CLOSED LID STA 113+54.00, 62.61' RT RIM = 643.59 10" GATE VALVE
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V3 Companies
7325 Janes Avenue
Woodridge, IL 60517
630 724 9200 phone
www.v3co.com

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DIVISION STREET WATER MAIN IMPROVEMENTS

CITY OF CREST HILL

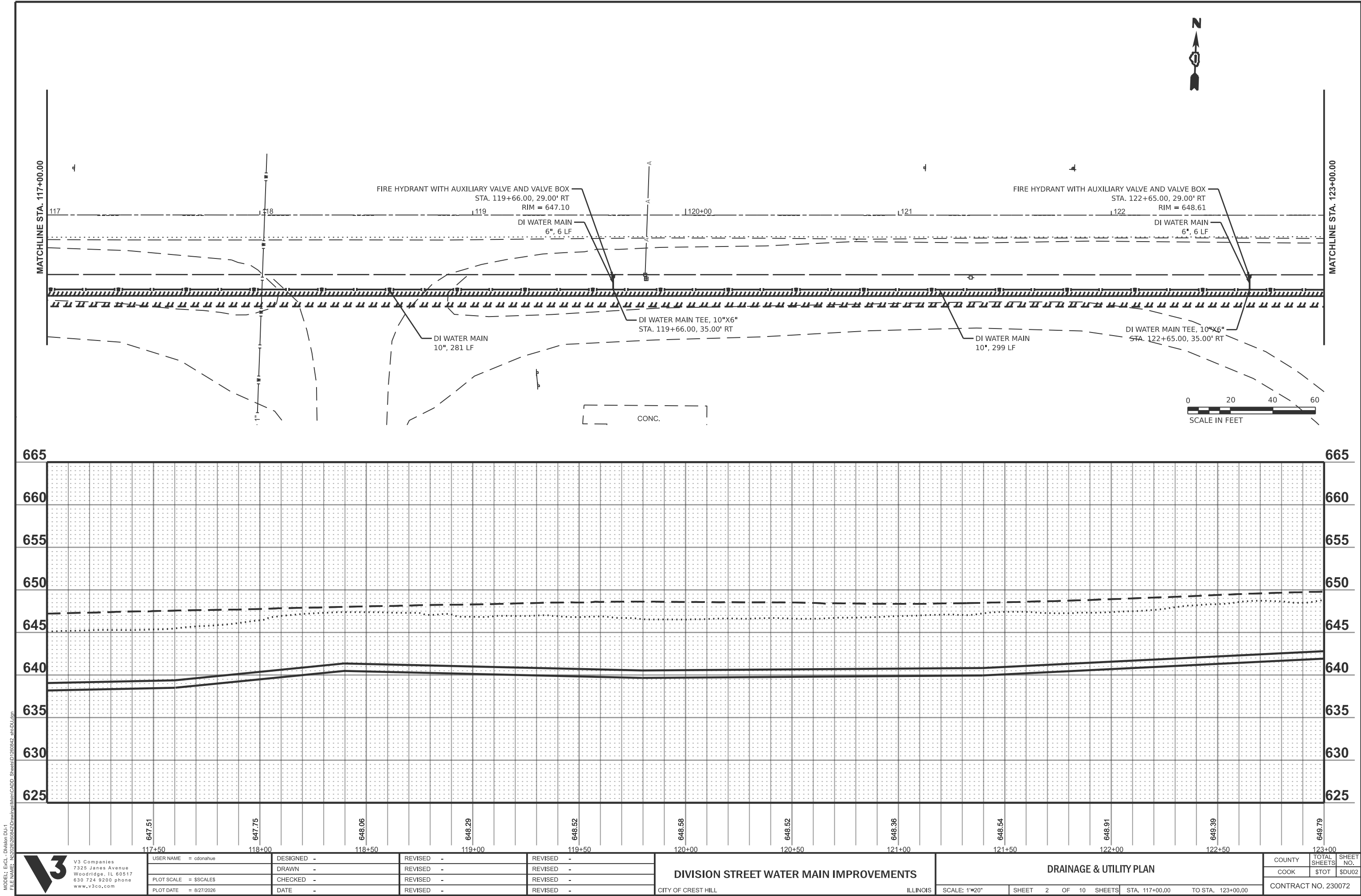
DRAINAGE & UTILITY PLAN

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SHEET 1 OF 10 SHEETS

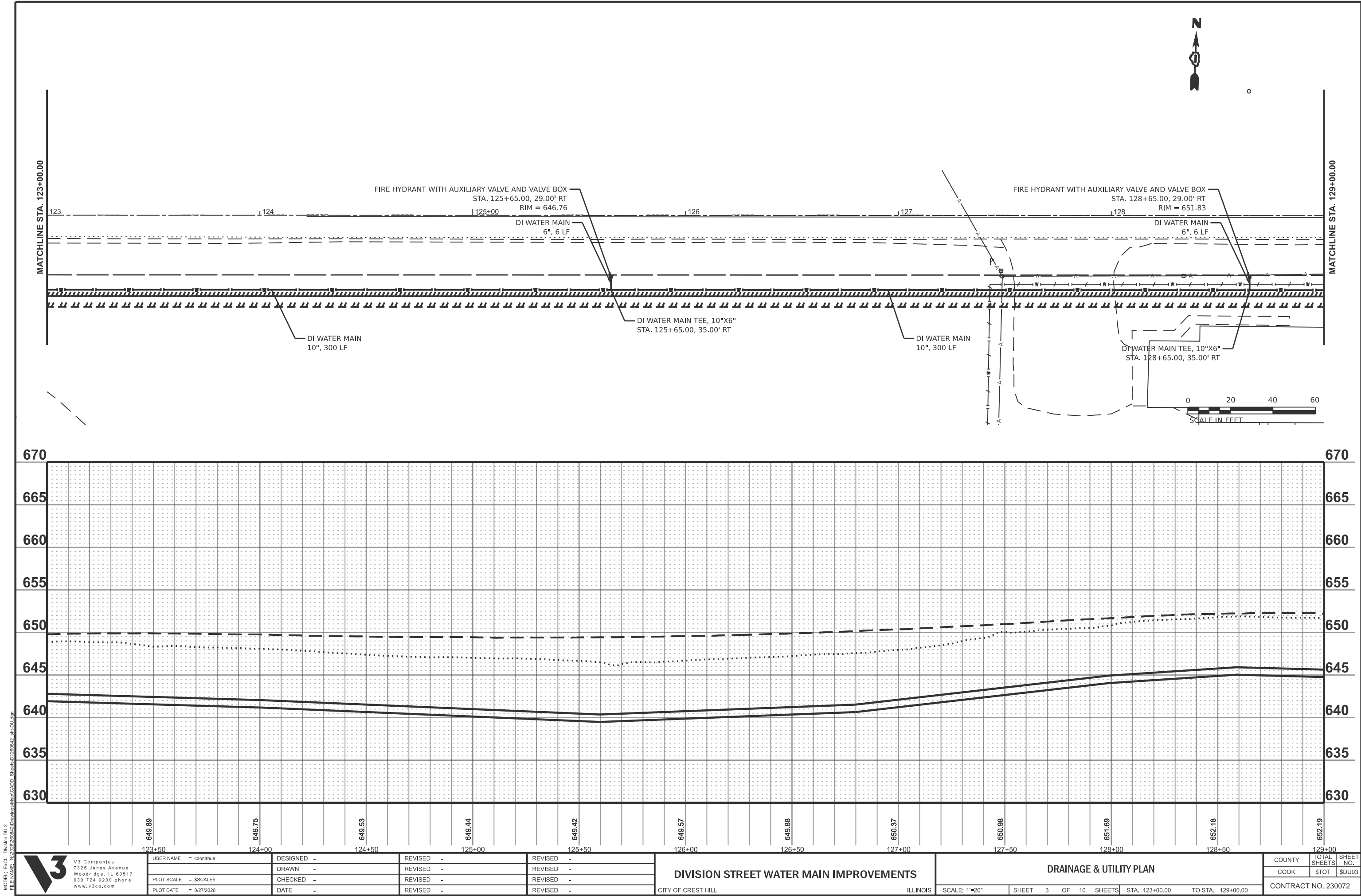
STA. 111+00.00 TO STA. 117+00.00

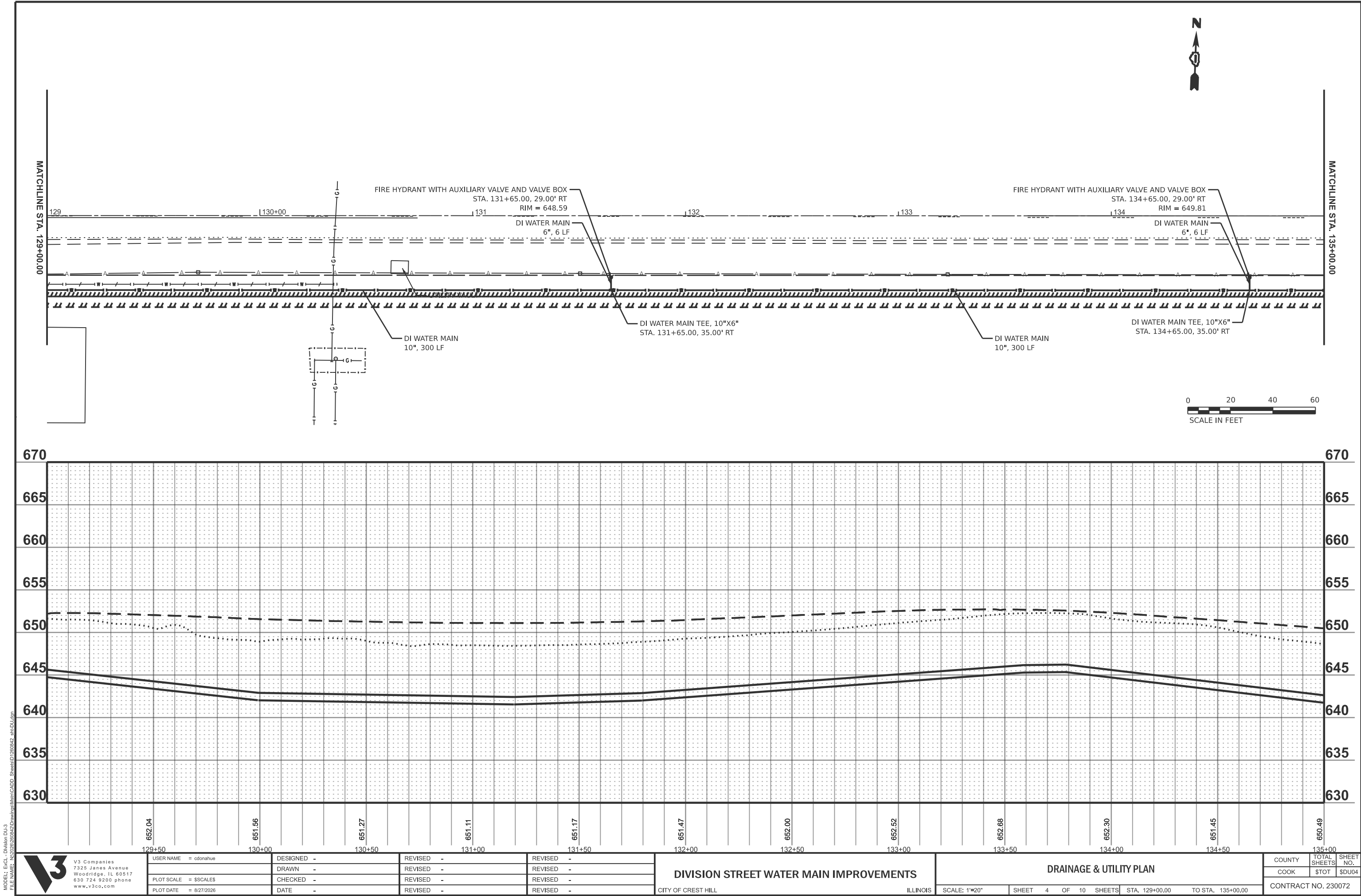
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CONTRACT NO. 230072		



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8/27/2026

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CITY OF CREST HILL						ILLINOIS	SCALE: 1"=20"	SHEET 2	OF 10 SHEETS	STA. 117+00.00	TO STA. 123+00.00		





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V3 Companies
7325 Janes Avenue
Woodridge, IL 60517
630 724 9200 phone
www.v3co.com

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	DRAWN -	REVISED -	REVISED -
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DIVISION STREET WATER MAIN IMPROVEMENTS

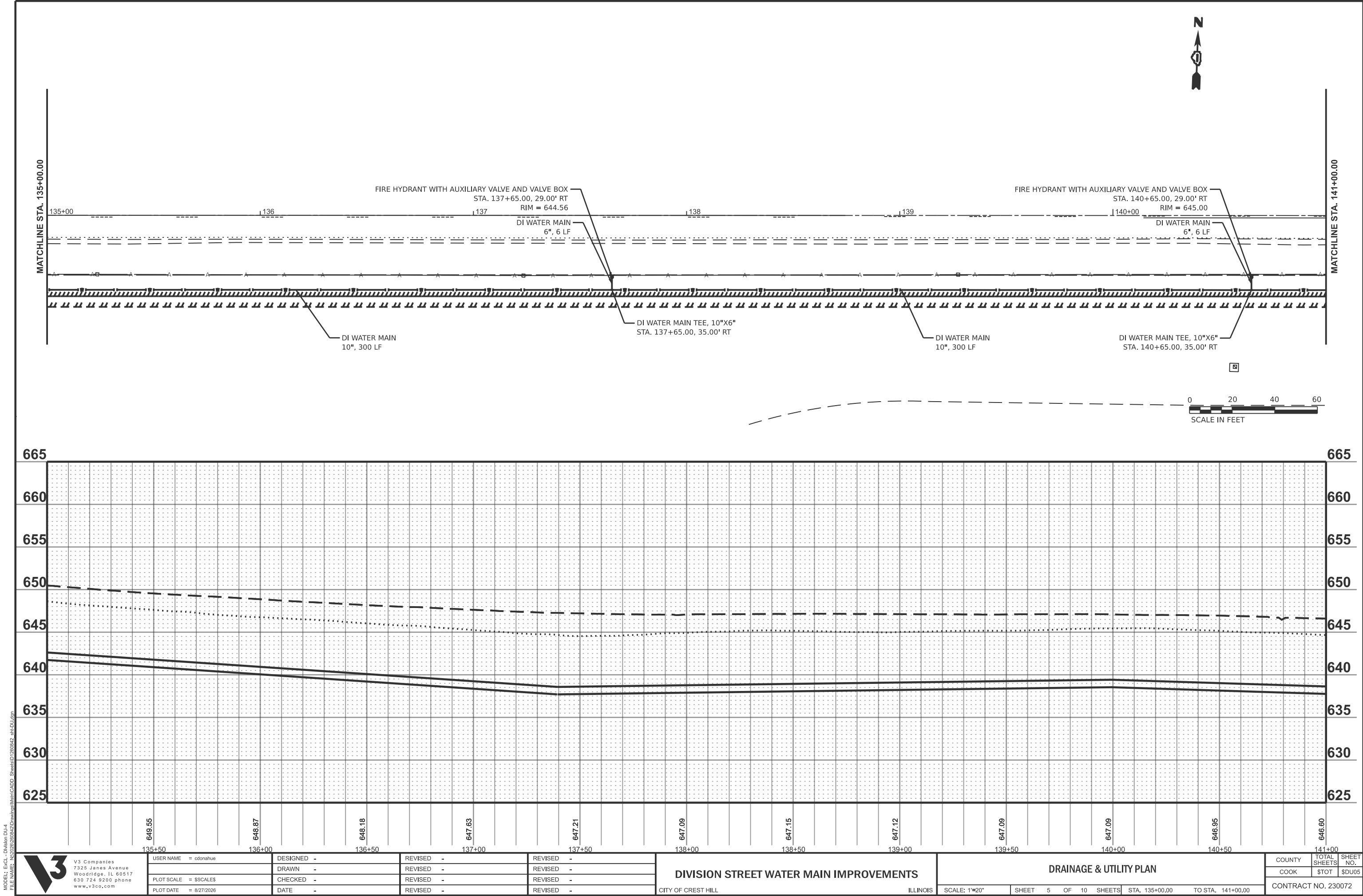
CITY OF CREST HILL

ILLINOIS

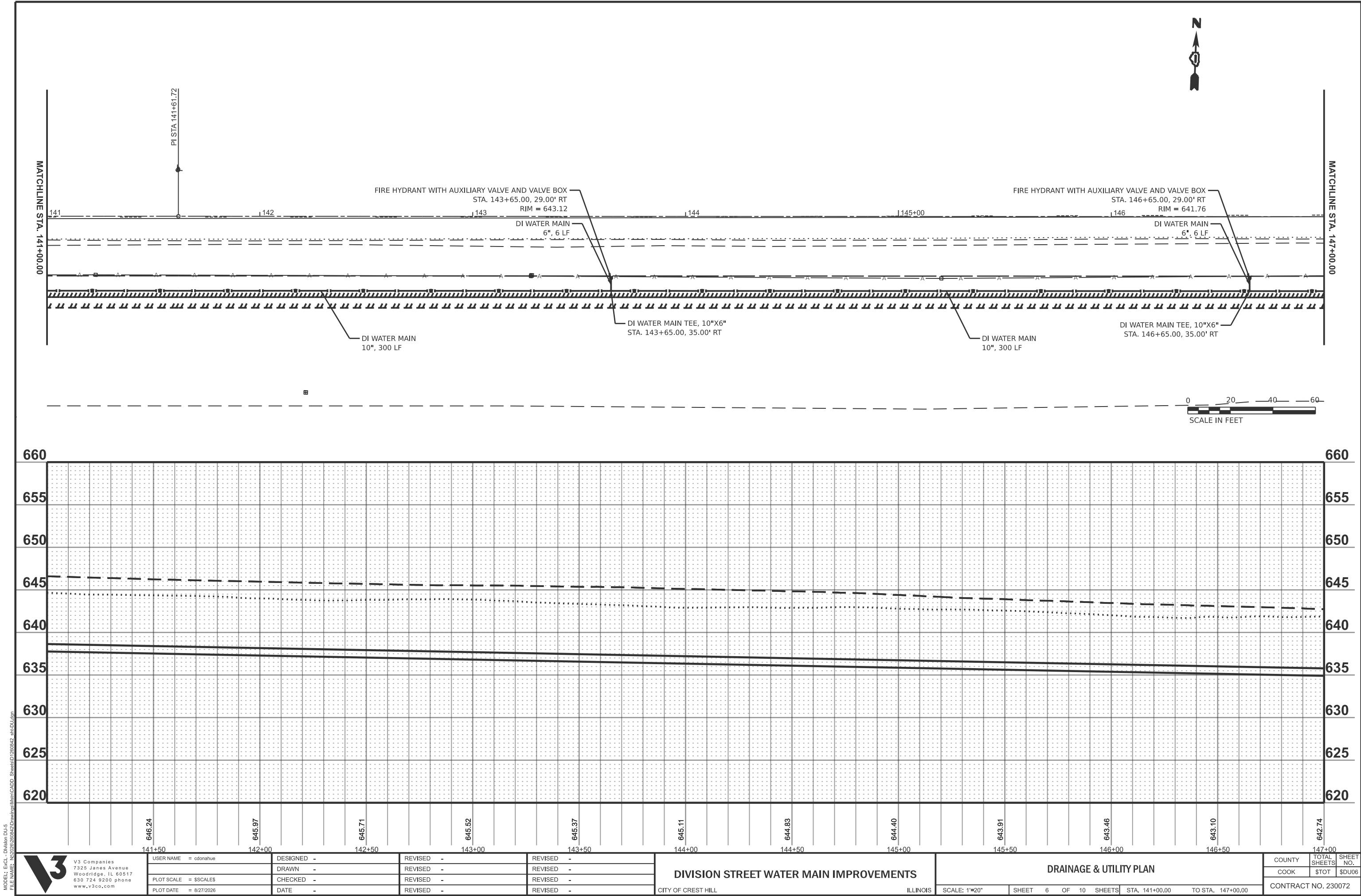
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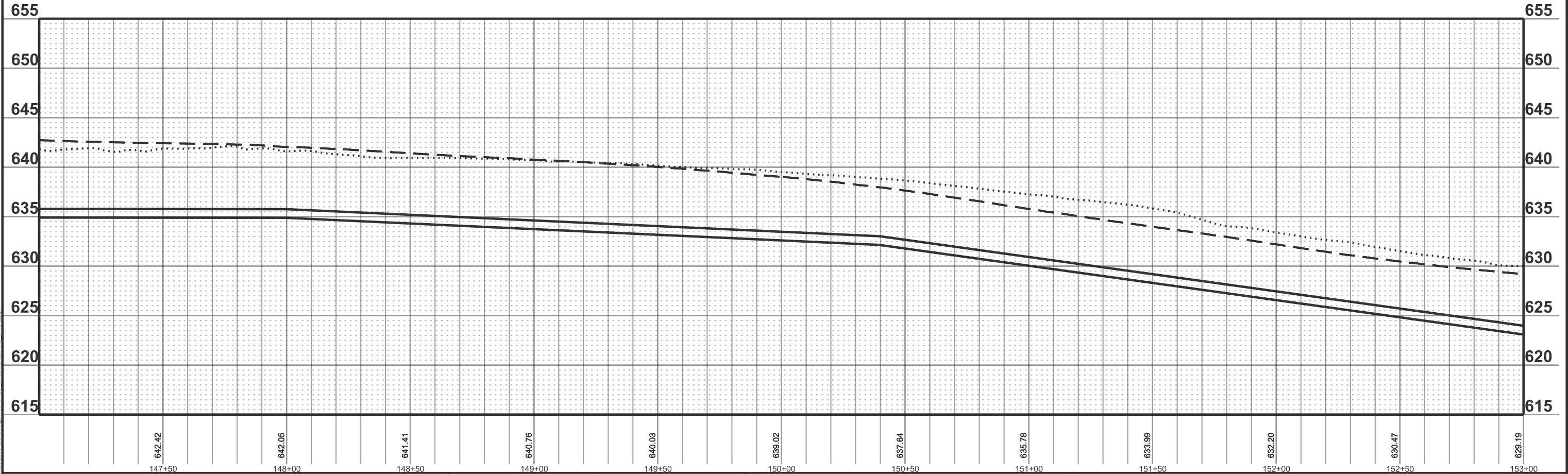
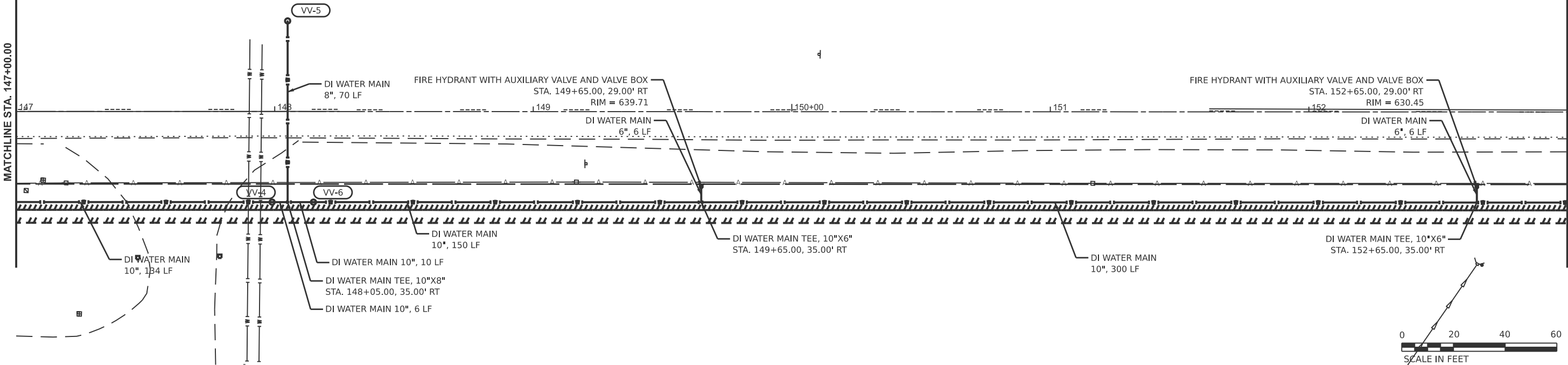
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V3 Companies
7325 Janes Avenue
Woodridge, IL 60517
630 724 9200 phone
www.v3co.com

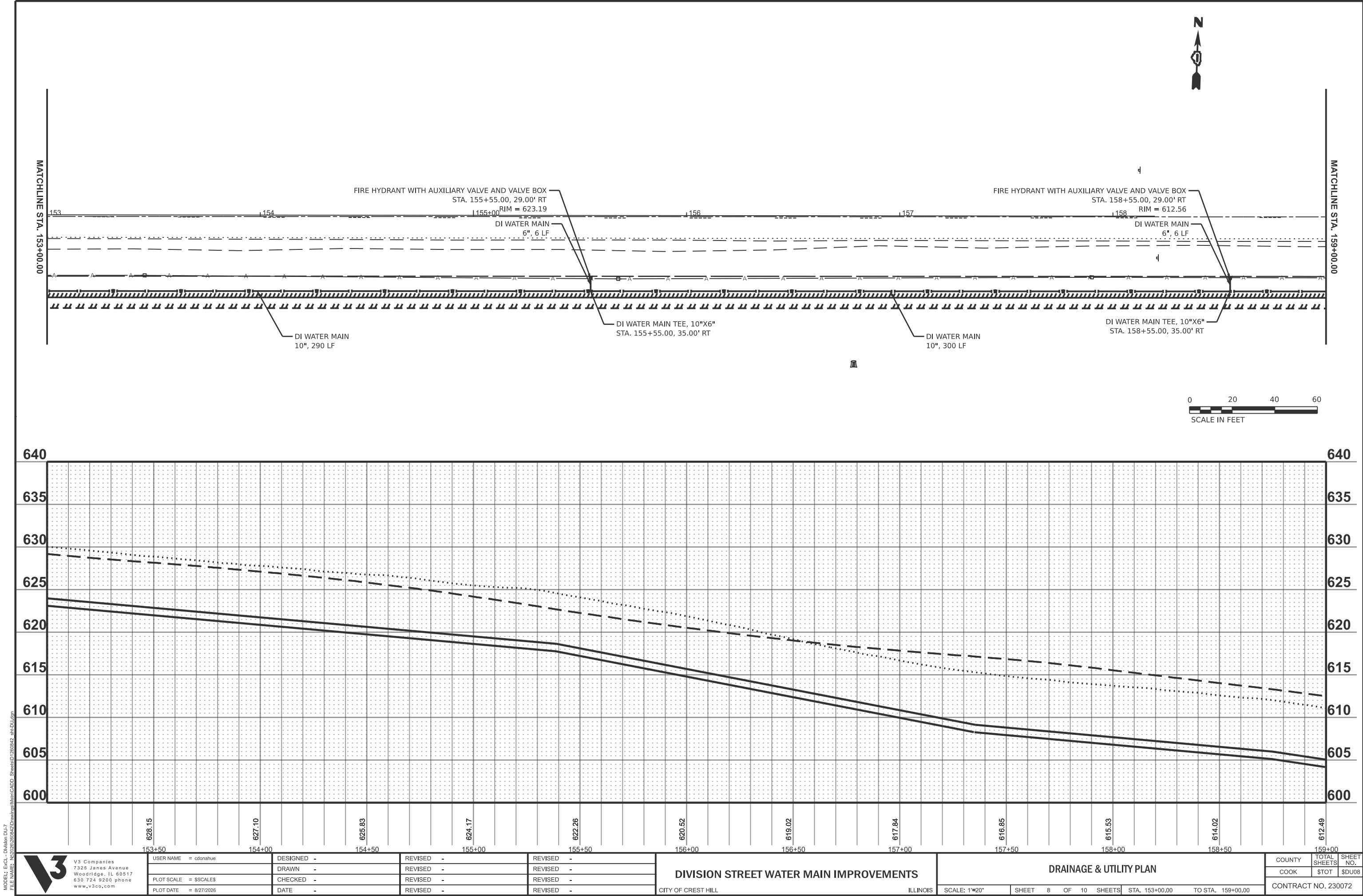


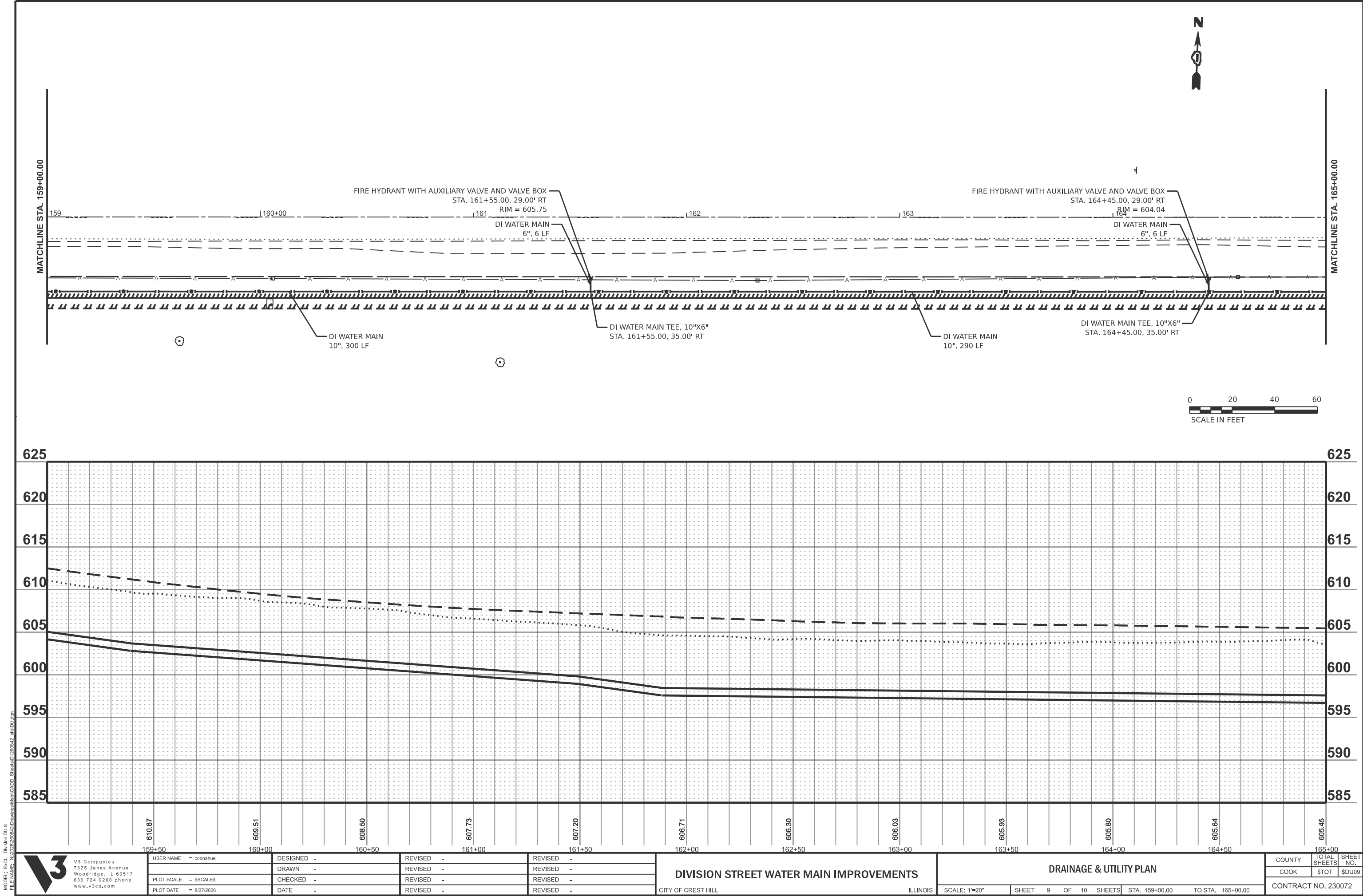
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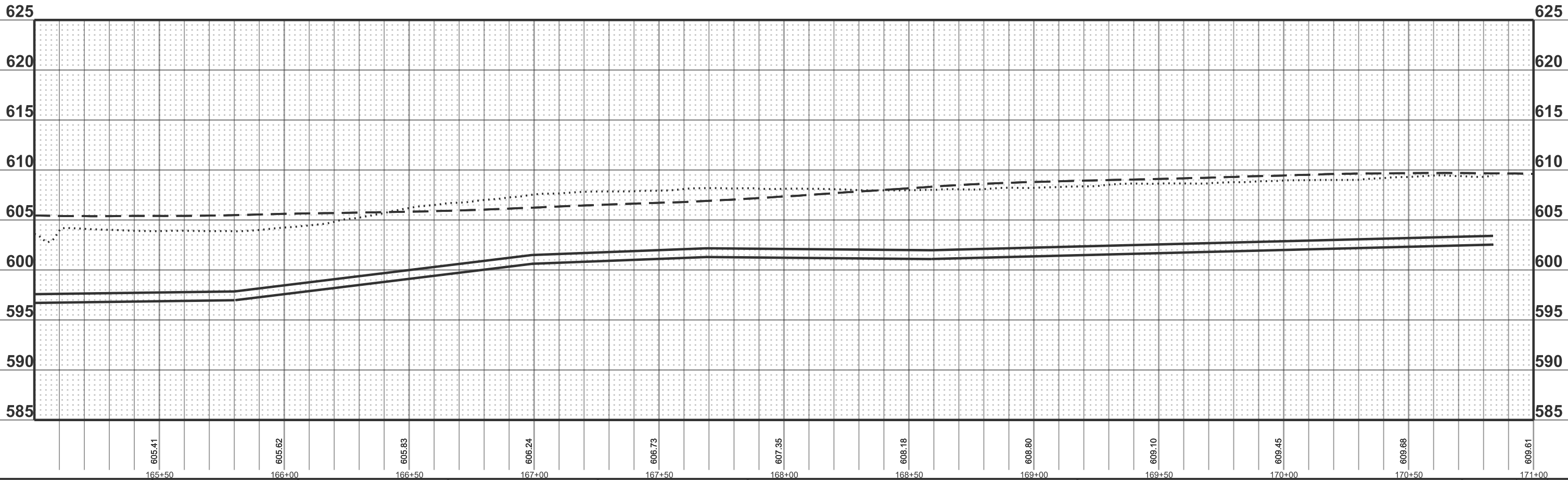
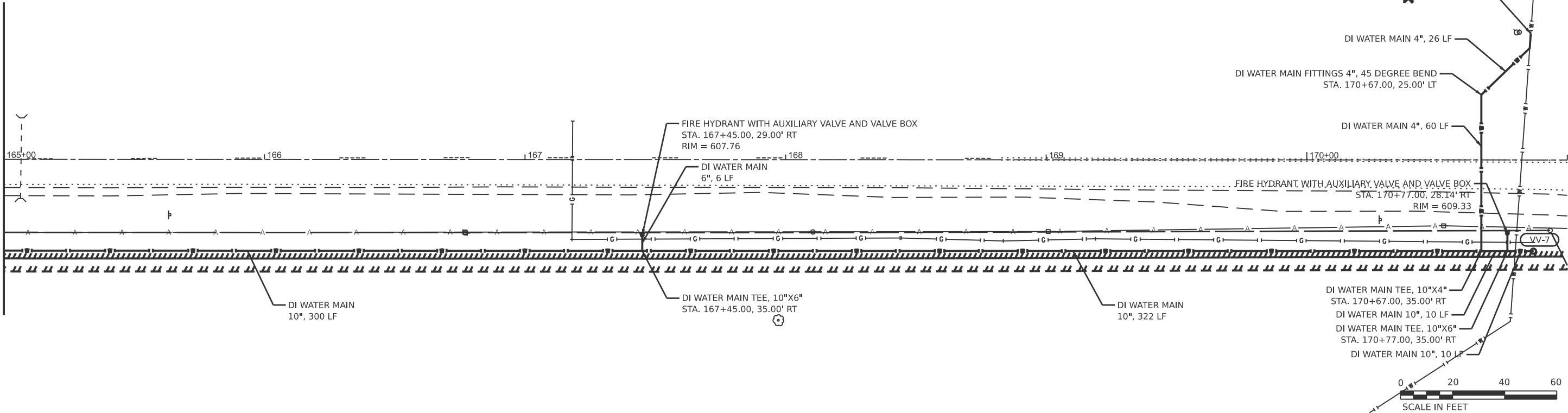
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						CITY OF CREST HILL	ILLINOIS	SCALE: 1"=20"	SHEET 7	OF 10	SHEETS	STA. 147+00.00	TO STA. 153+00.00		





MATCHLINE STA. 165+00.00



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	PLOT DATE = 8/27/2026						STA. 165+00.00 TO STA. 171+00.00						