

SECTION 021  
GENERAL CONDITIONS

The Contractor shall complete all work in accordance with the Specifications including the conditions detailed in this Section.

The Contractor shall be responsible for his entire work until completed and accepted by the Sanitary District.

The Contractor is responsible to provide a complete and operational system as shown in the construction plans, called for in the Specifications or directed by the Engineer.

The Contractor shall furnish all power, light, water and other utilities required for any purposes in the work, except as otherwise noted within these Specifications.

The Owner reserves the right to award other contracts in connection with the work if the Owner deems it expedient to do so.

1.0 Specifications

The work shall be executed in strict conformity with the Specifications including any Plans made thereof, and the Contractor shall do no work without proper instructions. The District or the Owner will furnish the Contractor all copies of the Specifications reasonably necessary to carry out the work.

Specifications are on file at the office of The Greater Peoria Sanitary and Sewage Disposal District, 2322 S. Darst Street, Peoria, Illinois.

The contract documents are complimentary, and what is required by any one shall be as binding as if required by all. Any differences between Specifications and questions as to meaning of the Specifications shall be interpreted by the Engineer, whose decision shall be final and binding on all parties concerned. The Contractor will not be allowed to take advantage of any errors or omissions in the Specifications. The Engineer will provide full instructions when errors or omissions are discovered.

Should discrepancies occur in or between specifications, Contractor is deemed to have estimated on the more expensive method of completing work unless he shall have, prior to submission of proposal, obtained written decision of Engineer as to which method or materials will be required.

Where detailed information is lacking or errors occur, before proceeding with work, refer matter to Engineer for information or assume full responsibility for and make good any resulting defects or damage.

2.0 Materials, Workmanship and Inspection

The entire improvement and all the appurtenances shall be constructed in a good and workmanlike manner and under the direction of the Engineers of The Greater Peoria Sanitary and Sewage Disposal District or their agents.

The Engineer and his assistants shall have at all times free access to every part of the work and to all points where material to be used in the work is manufactured, procured or stored and shall be allowed to examine any material furnished for use in the work under this Project.

The Contractor shall take all necessary precautions so as to cause no unauthorized interruption in any essential part of sewage collection and treatment operations. Sewage collection and treatment operations must be maintained at the same level during construction as existed prior to construction. Shutdowns for construction

work shall be scheduled in advance, carefully planned, and shall be carried out in close cooperation with the Owner. The Owner shall retain the authority to require the cessation of construction activities and return to service of any component of the system should the need arise.

Generally, the inspection of any and all material furnished for use in work to be performed under this contract shall be made at the site of the work after delivery of the material; however, the Engineer may at his option perform, or have performed, inspection of material at points other than at the site of the work. In any case the Contractor shall pay to the Owner the extra cost of such inspection, including the necessary expenses of the inspector and the salary of the inspector for the extra time expended in performing any such inspection at said other points.

The Contractor shall give notice in writing to the Engineer sufficiently in advance of his intention to commence the manufacture or preparation of materials especially manufactured or prepared for use in or as part of the permanent construction. Such notice shall contain a request for inspection, the date of commencement and the expected date of completion of the manufacture or preparation of materials. Upon receipt of such notice, the Engineer will arrange to have a representative present at such times during the manufacture as may be necessary to inspect the materials or he will notify the Contractor that the inspection will be made at a point other than the point of manufacture, or he will notify the Contractor that inspection will be waived. The Contractor must comply with these provisions before shipping any material.

When inspection is waived or when the Engineer so requires, the Contractor shall furnish to him authoritative evidence in the form of Certificates of Conformance that the materials to be used in the work have been manufactured and tested in conformity with the Contract Documents. These certificates shall include copies of the results of physical tests and chemical analyses where necessary, that have been made directly on the product, or on similar products of the manufacturer.

All field inspection and testing of materials furnished under this Contract will be performed by the Contractor or his duly authorized inspection engineers and be considered as incidental to the contract. The Engineer shall direct when testing is required.

Tests to determine the quality and strength and acceptability of the various materials and pipe to be used in the construction of the work may be ordered by the Sanitary District. Tests will be in accordance with, and the acceptability of materials determined by the standard current specifications of The American Society of Testing Materials, or other standard specifications, referred to in these Specifications, as far as they apply. Other tests to determine acceptability under these Specifications may be ordered by the District, as may be necessary and such tests shall include all necessary expense attending the same to be paid for by the Contractor.

The entire improvement and all the appurtenances shall be constructed in a good and workmanlike manner and under the direction of the Sanitary District. Employees of the Contractor whose work is unsatisfactory to the Owner or Engineer, or are considered by the Engineer to be careless, incompetent, unskilled, or otherwise objectionable shall be dismissed from the work upon notice from the Engineer.

All materials and workmanship of whatsoever kind used in the work shall be subject to the inspection and approval of the Engineer and shall be subject to the constant inspection before acceptance. Any imperfect work that may be discovered before its final acceptance shall be corrected immediately, and any unsatisfactory materials used in the work or delivered at the site shall be rejected and removed on the requirement of the Engineer. The inspection of any work shall not relieve the Contractor of any of his obligations to perform proper and satisfactory work, as herein specified, and all work which during the progress and before its final acceptance, may become damaged for any cause, shall be removed and replaced by good and satisfactory work, without extra charge therefore.

If the Contractor does not correct condemned work and remove rejected materials within a reasonable time, fixed by written notice, the District may remove them and charge the expense to the Contractor.

Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire work to make any examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any material respect, due to fault of the Contractor, or his Subcontractors, he shall defray all the expense of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus fifteen (15) percent, shall be paid the Contractor by the Owner.

If any defects or omissions in said work are hidden or concealed so that a reasonably careful inspection at the time of acceptance of said work would not have disclosed them, and such defects or omissions appear or are disclosed within two (2) years after Final Payment of the work, then the Contractor agrees, on notice given him in writing by the Engineer that such defects or omissions exist, to immediately correct and make good the same, and in the event that he fails, refuses or neglects to do so, then the Sanitary District may correct and make good the same, and the Contractor hereby agrees to pay on demand the cost and expense of doing such work.

### 3.0 Subcontracting

The Contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this Project without the consent of the District. If the Contractor shall sublet any part of this Project, the Contractor shall be as fully responsible to the District for the acts and omissions of his Subcontractor and of the persons either directly or indirectly employed by his Subcontractor, as he is for the acts and omissions of persons directly employed by himself.

### 4.0 Permits and Compliance with Laws

The Contractor shall keep himself fully informed of all existing Sanitary District ordinances, local regulations and ordinances, and state and national laws in any manner affecting the work herein specified. The Contractor shall give all notices, pay all fees, and comply with all law, ordinances, rules and regulations bearing on the conduct of the work. The Contractor shall pay for all permits and licenses necessary for the prosecution of the work unless otherwise specifically provided. Before the Contractor commences work in any private drive, alley, street, roadway or highway, he shall first secure a permit from the municipality, person or persons having jurisdiction of these rights of way. If necessary permits have been acquired by the Owner, the Contractor shall complete the work in conformance with the conditions and requirements expressed therein.

### 5.0 Protection of Work

The Contractor shall continuously and at his own expense maintain adequate protection of all his work from damage and shall protect the Owner's and adjacent property from injury arising in connection with the Project.

To secure the protection of the work, the adjacent streets, buildings or other improvements, the Contractor must furnish and put in place at his own expense, braces, sheeting, etc., as may be necessary for the safety of the work, the public, or adjacent property. The sheeting and bracing shall be removed as the work progresses in such a manner as to prevent the caving in of the sides of the excavation or damaging any adjacent improvements. While being drawn, all vacancies left shall be carefully filled with flowable backfill or fine sand that is rammed by special tools or puddled as directed. The Engineer may order sheeting and bracing left in place, when in his opinion it is necessary for the protection of the work, the public, or adjacent property.

## 6.0 Use of Job Site and Boundaries of Work

The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workmen to limits indicated by law, ordinances, permits or directions of the Owner and the District and shall not encumber other premises with his materials. No ground outside the limits of rights of way or easements acquired for the sewers or appurtenances thereto, or ground outside the limits of property upon which the Owner may by law have the right to construct said improvement, shall be entered or occupied by personnel, tools, materials, or equipment without the consent of the owner in control of such land. The Contractor shall be responsible for making arrangements with property owners to gain access to the various job sites.

## 7.0 Damages, Indemnity and Hold Harmless

Said Contractor covenants and agrees to pay all damages for injury to real or personal property, for any injury sustained by any person growing out of any act or deed of said Contractor, its employees or agents that is in the nature of a legal liability. The Contractor further agrees to indemnify and hold the Sanitary District, the City of Peoria and their agents harmless against all claims, demands, citations, losses, causes of action, damage, lawsuits, judgments, including attorney's fees and costs against said Sanitary District, City of Peoria and/or their agents for, or on account of the actions or omissions of the Contractor, its employees or agents, including but not limited to injuries to real or personal property, injuries received or sustained by any person or persons caused by said Contractor, its employees or agents in the execution of said work by or in consequence or for claims made for violations of the Occupational Safety and Health Act of 1970, as amended.

## 8.0 Notifications by Contractor

Sufficient notice (at least one week, and, if possible, longer) shall be given by the Contractor to all utilities, private corporations and governmental entities whose pipes, poles, tracks, wires or conduits or other structures may be affected by the work, in order that they may adjust, remove or rebuild them. The Contractor shall likewise notify the dispatcher of the local fire and police departments twenty-four (24) hours in advance of any temporary blocking of any street and convey the anticipated time and duration of said blocking.

## 9.0 Superintendence

The Contractor shall give his personal superintendence to the work or have at the site of the work at all times a competent foreman, superintendent, or other representative satisfactory to the District and having authority to act for the Contractor, and to receive and execute orders from the Engineer, who shall receive shipments and material to the Contractor, and who shall see that the work is executed in accordance with the specifications and the orders of the Engineer thereunder. The Engineer shall have the right to suspend the work under the conditions of the Notice to Suspend Work when in his opinion competent superintendence is not present to direct the work.

## 10.0 Workers

The Contractor shall employ competent superintendence, foremen and laborers, and shall discharge, at the request of the Engineer, any incompetent or unfaithful workers in his employ. None but workers expert in their respective branches of work shall be employed where special skill is required.

## 11.0 Resident Project Representative

Duties and responsibilities of the District's Resident Project Representatives will include the following:

- 1) Review the progress schedule, schedule of shop drawing submissions and schedule of values

prepared by the Contractor and consult with the Engineer concerning their acceptability;

- 2) Arrange a schedule of progress meetings and other job conferences as required in consultation with the Engineer and notify those expected to attend in advance. Attend meetings, maintain and circulate copies of minutes thereof;
- 3) Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assisting him in understanding the intent of the Specifications and Contract Documents. Assist Engineer in serving as District's liaison with Contractor when Contractor's operations affect the District's on-site operations. As requested by Engineer, assist in obtaining additional details or information at the job site for proper execution of the work;
- 4) Receive and record date of receipt of shop drawings and samples, receive samples which are furnished at the site by Contractor and notify Engineer of their availability for examination. Advise the Engineer and Contractor of any work requiring a shop drawing or sample submission if the submission has not been approved by the Engineer;
- 5) Conduct on-site observations of the work in progress to assist Engineer in determining if the work is proceeding in accordance with the Specifications and Contract Documents and that completed work will conform to the Specifications and Contract Documents;
- 6) Report to Engineer whenever he/she believes that any work is unsatisfactory, faulty or defective or does not conform to the Specifications and Contract Documents, or does not meet the requirements of any inspection, test or approval required to be made or has been damaged prior to final payment. Advise the Engineer when he/she believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval;
- 7) Verify that test, equipment and system start-ups are conducted as required in the Specifications and Contract Documents;
- 8) Accompany, visitors, inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to the Engineer;
- 9) Transmit to Contractor clarification and interpretation of the Specifications and Contract Documents;
- 10) Consider and evaluate Contractor's suggestions for modifications of both the Plans and the Specifications and Contract Documents and report them with recommendation to the Engineer for his acceptance or rejection;
- 11) Maintain at the job site orderly files for correspondence, report of job conferences, shop drawings and samples submissions, reproduction of original Specifications and Contract Documents including all addenda, change orders, field orders and additional drawings issued subsequent to the execution of the contract. Keep a diary or logbook recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufactures, fabricators, suppliers and distributors, daily activities, decisions, observation in general and specific observation in more detail as in the case of observing test procedures. Send copies to Engineer. Record names, addresses and telephone number of all Contractors, subcontractors, and major suppliers of material and equipment;
- 12) Furnish Engineer periodic reports as required of progress of the work and Contractor's compliance

with the approved progress schedule and schedule of Shop Drawing submissions. Consult with the Engineer in advance of scheduled major tests, inspection or start of important phases of the work. Report immediately to Engineer upon the occurrence of any accident;

- 13) Review application for payment with Contractor for compliance with the established procedure for their submission and forward the application for payment with recommendations to Engineer, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work;
- 14) Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction. Conduct final inspection in company of Engineer and Contractor and prepare a final list of items to be completed or corrected. Verify that all items on final list have been completed and make recommendation to Engineer concerning acceptance;

The Resident Project Representative's authority shall be limited as follows except upon written instructions of the Engineer:

- 1) Shall not authorize any deviation from the Specifications and Contract Documents or approve any substitute materials or equipment;
- 2) Shall not exceed limitations on Engineer's authority as set forth in the Specifications and Contract Documents;
- 3) Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Specifications and Contract Documents;
- 4) Shall not advise or issue directions as to safety precautions and programs in connection with the work;
- 5) Shall not authorize District acceptance of the Project in whole or in part;
- 6) Shall not participate in specialized field or laboratory tests.

#### 12.0 Lines and Grades

During construction, the Engineer or Owner shall furnish the Contractor with the necessary lines, grades and measurements needed unless a pay item for Construction Layout is provided. The Contractor shall check the lines and grades by such means as he may deem necessary and before using them shall call the Engineer's attention to any inaccuracies. Failure to notify the Engineer or his assistant of such inaccuracies shall make the Contractor solely responsible for the cost of repairing or replacing any or all work done in error.

The care of the stakes, markings and the lines and grades shall be the duty of the Contractor and LOST OR DISTURBED STAKES WILL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

When specifically called for in the Specifications, the Contractor shall be required to perform construction layout and staking for this Project. The Sanitary District or Owner will provide adequate reference points to the centerline of survey and bench marks as listed herein. Any additional control points set by the Sanitary District or Owner will be identified in the field to the Contractor and all field notes will be kept in the office of

the Engineer or his Representative.

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

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

Responsibility of the Sanitary District or Owner

- (a) The Sanitary District or Owner will reference the centerline of the Project. Referencing the centerline of survey will consist of establishing and referencing the control points of the centerline of surveys.
- (b) Bench marks will be established along the Project outside of construction lines.
- (c) Stakes set for (a) and (b) above will be identified in the field to the Contractor.
- (d) The Sanitary District or Owner will make random checks of the Contractor's staking to determine if the work is in substantial compliance with the Engineer's directions. Where the Contractor's work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.
- (e) The Sanitary District or Owner will make all measurements from which the various pay items are to be measured.
- (f) Where the Contractor, in setting construction stakes, discovers discrepancies, the Sanitary District or Owner will check to determine their nature and make whatever revisions are necessary. Any additional restaking required by the Engineer will be the responsibility of the Contractor.
- (g) The Sanitary District or Owner will accept responsibility for the accuracy of the initial control points as provided herein.
- (h) It is not the responsibility of the Sanitary District or Owner, except as provided herein, to check the correctness of the Contractor's stakes; however, any errors that are apparent will be immediately called to the Contractor's attention and he/she shall be required to make the necessary correction before the stakes are used for construction purposes.

### Responsibility of the Contractor

- (a) The Contractor shall establish from the given survey points and bench marks all the control points necessary to construct the individual Project elements. He/She shall provide the Engineer adequate control in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to line and grade stakes, line and grade nails in form work, and/or filed or etched marks in substantially completed construction work. The maximum distance along the sewer route between permanent and/or temporary benchmarks shall be 800 feet.

It is the Contractor's responsibility to tie in centerline control points in order to preserve them during construction operations.

- (b) All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the Sanitary District or Owner at the completion of the Project. All notes shall be neat, orderly, and in accepted form.

### 13.0 Structures and Utilities Encountered

The location of various underground and surface structures may or may not be provided. The location and dimensions of such structures where given do not purport to be absolutely correct. The Contractor shall determine in the field the exact location of all public and private existing utilities and other structures.

The Contractor shall notify J.U.L.I.E. at (800) 892-0123 prior to commencing any excavation.

The Contractor shall be entirely responsible for damage to existing utility and transportation infrastructures as well as existing features at the site(s), including, but not limited to, the following: water pipes and accessories such as control valves; existing drains, whether subsurface or above-ground; existing sewers and sewer structures such as manholes, inlets, etc.; utility poles carrying cables, wires, conduits, etc.; above-ground and subsurface utility wires, cables, conduits, etc., including those intended to serve telephone, telegraph, electrical and traffic control interests; railroad bridges, tracks and interests; streets, pavements, sidewalks, curbs, fences, culverts, field tile, buildings, trees or other structures of any kind met with during the prosecution of the work; and shall be liable for damages to public or private property resulting therefrom which amount may be deducted from any moneys due him for work done.

When it is necessary to build under, across or near any existing tracks, roads, fences or other structures, the Contractor shall make the necessary arrangements with the parties responsible for same, and shall bear all expenses for protecting the property and the structures from possible loss or injury. The Contractor shall provide temporary structures where necessary. Permanent restoration of structures shall be equal to the original. Such arrangements shall be subject to the approval of the Engineer.

The Contractor shall care for and maintain all field tile, sewers, drains, water and gas pipes, conduits, culverts, bridges, buildings and foundations encountered, together with the services therefrom, and shall maintain or otherwise provide for the service of water, gas, electricity and other utilities disturbed. Whenever such structures are interfered with, the Contractor shall, if necessary, provide temporary facilities to maintain such service. The Contractor shall promptly repair all damaged items and in case of such repairs are not made promptly or satisfactorily, the Sanitary District may have the repairs made and may deduct the cost thereof from any moneys due or to become due the Contractor.



No such sewers, drains, culverts, water pipe, gas pipe, poles or other structures shall be moved without the consent of the Engineer; and where such structures cross or extend within the work of the Contractor, these pipes or structures shall be securely hung, braced and supported in place until the work is completed.

The Contractor shall be responsible for and repair utilities damaged as a result of construction operations. The respective utility shall be notified immediately whenever any of their lines are damaged. Immediately restore pipes, conduits, service lines, wires, and other utilities to their full and permanent service condition in a manner approved by the Engineer and the affected utility company. No extra compensation shall be allowed for the repair of any utilities or structures damaged by Contractor construction operations. Residential sanitary sewer services shall be repaired in accordance with the Sanitary District specifications titled "General Specifications for Sanitary Sewers and Appurtenances", latest edition, and "Building Sewer Regulations", latest edition.

#### 14.0 Pedestrians and Traffic

Excavated material, other materials, equipment and tools, shall be so piled and located that free access may be had at any time to all parts of the work; and so as to inconvenience public travel or adjoining tenants as little as possible. Walkways shall be kept clean and unobstructed. Neither the materials excavated nor the materials or plant used in the construction of the work shall be so placed as to prevent free access to all fire hydrants, water valves, gas valves, manholes, fire alarm or police call boxes in the vicinity.

The Contractor shall make provision so far as practicable in the opinion of the Engineer at all cross streets, private driveways, and along streets carrying traffic, for the free passage of vehicles and foot passengers by building temporary roads, bridges, or as otherwise directed by the Engineer. No special allowance shall be made for this temporary construction unless so specified in these Specifications.

Where such temporary construction is impracticable or unnecessary in the opinion of the Engineer, the Contractor shall make arrangements, satisfactory to the Engineer, for the diversion of traffic, and shall at his own expense provide all material and perform all work necessary for the construction and maintenance of roadways and bridges for such diversion of traffic.

The Contractor shall provide for protection of the public by installing and maintaining traffic control signs and barricades. The State of Illinois Standards, location of traffic control equipment, should be considered the minimum required for road closures and lane reductions. However, if on roadways which are not IDOT right-of-ways any permits obtained from the governing jurisdiction (City of Peoria, etc.), which dictate traffic control measures different from those required by IDOT Standards, shall govern traffic control measures at that particular work site. Traffic Control Standards are included in Section 099 of these Specifications.

Contractors shall notify the Sanitary District and all agencies having jurisdiction over the affected right-of-ways in question at least one (1) week in advance of any road closures.

Street intersections may be blocked only one-half at a time and at all times the Contractor shall maintain suitable roadways or walks to properly accommodate traffic. Gutters and water courses shall be kept clear for the passage of storm water, or other provisions shall be made to care for it. Proper provisions shall be made for the protection of traffic and the public. The Contractor shall provide and maintain proper barricades, sign boards, fences, signal lights and watchmen to properly protect the work, persons, animals, vehicles and property against injury. These statements of specific duties on the part of the Contractor shall not be considered as a limitation on the general duties imposed by the Project or specifications.

The Sanitary District reserves the right to remedy any neglect on the part of the Contractor as regards the protection of the work, property, or public after twenty-four (24) hours notice in writing, except in case of emergency when it shall have the right to remedy any neglect without notice, and in either case bill the cost of such remedy to the Contractor.

### 15.0 Bulkheads

The Contractor shall build, inside the sewers constructed under this Project, suitable wooden, brick, or pneumatic plug bulkheads to protect his work against the entrance of dirt or water and also to protect adjacent work built under other Projects.

These bulkheads shall be constructed at such points and in such manner as ordered and directed by the Engineer and, when so ordered, the Contractor shall remove them. Prior to the removal of such bulkheads, or prior to the joining up of adjacent work to the work built under this Project, the Contractor shall at his own expense remove all water which has collected behind such bulkheads and which may in any way affect their satisfactory removal or interfere with adjoining work.

### 16.0 Temporary Sewer Connections

When existing sewers or drains have to be taken up or removed, or where special connections are made, the Contractor shall provide and maintain temporary outlets and connections for all private or public drains, culverts, sewers or catch basins. He shall also take care of all sewage and drainage which will be received from these drains, culverts, sewers and catch basins; and for this purpose he shall provide and maintain, at his own expense, adequate pumping facilities and temporary outlets or diversions. He shall construct such troughs, pipes or other structures as may be necessary and shall be prepared at all times to dispose of the drainage and sewage received from these temporary connections until such time as the permanent connections are built and in service. Existing sewers and connections, and tile or other drains, are to be kept in service and maintained except where specified or ordered in writing to be abandoned by the Engineer.

### 17.0 Locations for Stub Sewers

The Contractor shall assume all responsibility for the location and connection to building inlets and risers for six (6) inch stub sewers. At the Contractor's request the Engineer may assist in the location of said inlets or risers but under no circumstances shall the Engineer be held liable for errors resulting in time lost or materials used locating said inlets. All time lost or materials used shall be at the expense of the Contractor.

In the event that a building inlet or riser cannot be found, the Engineer may order the Contractor to tap the line using an approved saddle to form the building inlet.

### 18.0 Correction of Work

Neither the final acceptance nor any provision in the Project document shall relieve the Contractor of the responsibility for negligence, faulty materials or faulty workmanship which shall appear within two (2) years after date of completion and acceptance. Upon written notice, he shall correct such defects at his own expense and shall pay for any damages that may occur as a result of the faulty work. This correction shall also apply to surface areas where restoration or original conditions are not complete or satisfactory during the two (2) year guarantee period.

Failure of the Contractor to correct faulty work within seven (7) days of receipt of written notice shall result in the work being corrected by others selected by the District and all costs so incurred shall be reimbursed to the Owner by the Contractor. If the Owner deems it expedient to accept work injured or not done in accordance with the contract, an equitable adjustment will be made with a proper deduction from the contract price for unsatisfactory work.

## 19.0 Sales Tax

The Greater Peoria Sanitary and Sewage Disposal District and the City of Peoria are exempt from paying State Sales Tax and Contractor shall be exempt from paying State Sales Tax on materials and services purchased for the Project.

## 20.0 Sanitation

The Contractor shall introduce and enforce among his employees such regulations in regard to cleanliness and the disposal of garbage and wastes, which will tend to prevent the inception and spread of contagious and infectious diseases, and shall take such means as the Engineer may direct to effectually prevent the creation of a nuisance to any part, streets or adjacent property affected by the work. Necessary sanitary conveniences for the use of the laborers on the work, properly secluded from public observation, shall be constructed and maintained by the Contractor in such manner and at such points as approved, and their use shall be strictly enforced.

## 21.0 Final Cleaning and Final Inspection

Upon completion of the work built under this Project, or a part thereof, the Contractor promptly and without delay, shall thoroughly and systematically clean and make any further needed repairs to the sewers or other structures. He shall at his own expense remove and properly dispose of all water, dirt, rubbish, bulkheads, or any other foreign substances.

The Contractor shall avoid introducing water in amounts determined to be excessive by the Engineer, or excessive or foreign solids, materials and substances into sewers. In the judgment of the Engineer, any such introductions into either storm or sanitary sewer systems shall be stopped and the costs of any such corrections shall be exclusively that of the Contractor.

When the Contractor has cleaned and inspected the whole, or any portion of the work, he shall notify the Engineer in writing that he is ready for an inspection of the whole, or a portion of the work, and the Engineer will thereupon inspect the work. If the work is not found satisfactory, the Engineer may require further cleaning or repairs and when these are completed, the Engineer will inspect the work.

During the final inspection the sewer shall be clean and free from water. In no case will the acceptance be final until the Contractor has complied with all the requirements set forth and the Engineer has made his final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily constructed, in accordance with the requirements of the Specifications.

Inspection of sewers after construction may be accepted by the use of closed circuit television, air testing, or such other procedures as may be selected at the option and direction of the District.

## 22.0 Cleaning Up

The Contractor shall at all times keep the site of the work free from accumulations of waste material or rubbish caused by his employees or work and at the completion of the work he shall remove all his rubbish from and about the work and all his tools, equipment, scaffolding and surplus materials and shall leave his work clean and ready for use. Marred surfaces shall be patched or repaired and touched up to match adjoining surfaces. All damaged grass areas shall be restored and reseeded. In case of dispute, the District may remove the rubbish and surplus materials and tools and charge the cost to the Contractor. The Contractor shall instruct haulers of concrete to clean the truck mixers at a location specified by the Engineer or his Representative.

Where the Contractor's equipment is operated on any portion of the pavement used by traffic on or adjacent to

the section under construction, the contractor shall clean the pavement of all dirt and debris every four hours, at the end of each day's operation, and at other times as directed. The Contractor shall also clean, as directed, all other areas of pavement that are impacted by construction activities and debris.

In accordance with Public Act 90-761, which amends the Environmental Protection Act concerning general construction or demolition 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, owner, 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 three (3) years. All costs shall be the responsibility of the Contractor.

### 23.0 Rights of the Sanitary District

The Owner reserves the right to withhold a sufficient amount of any payment otherwise due to the Contractor to cover claims as follows:

- (a) Payments that may be earned or due for just claims for labor or materials furnished in and about the performance of the work under this contract;
- (b) Defective work not remedied or contract items not wholly completed;
- (c) Failure of the Contractor to make proper payments to his Subcontractor or Suppliers.

The Sanitary District shall 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 Sanitary District will render to the Contractor a proper accounting of all such funds disbursed on behalf of the Contractor.

The Contractor shall furnish the Engineer reasonable facilities for obtaining information regarding the progress and execution of the work and the character of the materials, including all information necessary to determine the cost of the work, such as the number of personnel employed, their pay, the time during which they have worked on the various phases of construction, the cost of repairs to machinery, or other information required by the Engineer. The Contractor shall, on request, furnish the Engineer with copies of expense bills for transportation charges on all machinery, material and supplies shipped to or from the work under this contract.

### 24.0 Termination for Breach

In the event that any of the provisions of this Contract are violated by the Contractor or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and the Surety of their intention to terminate such contract, such notice to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangements for correction be made, the contract shall, upon expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within thirty (30) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract for the account and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the District thereby, and in such event the District may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

## 25.0 Definition of Notice

Where in any of the contract documents there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given when in accordance with the following: as to the Sanitary District, when written notice shall be delivered to the Engineer of the Sanitary District, or shall have been placed in the United States mail addressed to the Executive Director of the District at the Office of the District, 2322 S. Darst St., Peoria, Illinois; as to the Contractor, when a written notice shall be delivered to the chief representative of the Contractor at the site of the work or by mailing such written notice in the United States mail addressed to the Contractor at the place stated in the papers prepared by him to accompany his proposal as the address of his permanent place of business; as to the Surety on the performance bond, when a written notice is placed in the United States mail addressed to the Surety at the home office of such Surety or to its agent or agents who executed such performance bond in behalf of such Surety.

## 26.0 Extra, Additional or Omitted Work

The Owner, upon proper action by its governing body, through a written notice signed by its Engineer, may authorize additions to or deductions from the work to be performed in accordance with the following:

- (a) By unit prices contained in the Contractor's original bid and incorporated in the construction contract;
- (b) By a supplemental schedule of prices contained in the Contractor's original bid and incorporated in the construction contract;
- (c) By an acceptable lump sum proposal from the Contractor.

If the value of such additions or deductions does not exceed twenty-five percent (25%) of the value of the original scope of work, the Contractor shall make no claim for adjustment or invalidation of the unit prices made part of the contract and shall accept the valuation of additions or deductions based on unit prices made part of the contract.

## 27.0 Liens

If at any time during the progress of said work the said Contractor shall fail or neglect to pay for any labor performed, material furnished, or tools, machinery, appliances, fuel provisions, or supplies of any sort or kind used or consumed in, upon or on account of said work for thirty (30) days after payment for same shall have become due, then the said Owner shall have the right to pay for such labor, or for materials, tools, machinery, appliances, fuel, provisions, or supplies, and the amount so paid shall be retained out of the money due or to become due to said Contractor. The Owner may refuse to make payment hereinafter mentioned to the extent of such indebtedness until satisfactory evidence, sealed and in writing, has been furnished that said indebtedness has been discharged.

The Owner is hereby authorized and empowered by said Contractor to ascertain by the Engineer the amount due or owing from said Contractor to any laborer or laborers, or to any person or persons, or corporation, for labor, equipment, materials, tools, machinery, appliances, fuel, provisions, or supplies of any sort or kind consumed upon, in or on account of the work covered by this contract in such manner and upon such proofs as the said Engineer may deem sufficient.

The Owner is authorized to require from the Contractor evidence satisfactory to the Engineer, of payments made by the Contractor to entities, including persons or corporations, amounts due or owing from said

Contractor in or on account of the work covered by this contract. Prior to each payment to the Contractor, the Contractor shall submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment. Partial waivers shall be in writing, sealed and include an original signature of an authorized agent of the entity granting the waiver (grantee); waivers shall include the amounts paid to date as well as the amounts due from the Contractor to the grantee for work or materials associated with the Project. When all amounts due to an entity for work or materials associated with the Project have been fully paid, submit final a final waiver(s). The owner reserves the right to designate which entities must submit waivers. Waivers forms must be acceptable to the Engineer and executed in a manner acceptable to the Engineer.

The Contractor shall submit a General Contractor waiver for the full amount of the current payment.

28.0 Liquidated Damages

It is understood and agreed that time is of the essence of this contract, and that a failure on the part of said Contractor to complete the work herein specified within the time specified will result in loss and damages to the Owner, and that on account of the peculiar nature of such loss or damage, it is difficult, if not impossible, to accurately ascertain and definitely determine the amount thereof.

It is therefore covenanted and agreed that in case the said Contractor shall fail or neglect to complete the work herein specified on or before the date hereinbefore fixed for completion, the said Contractor shall and will pay to the Owner such actual costs as can be verified by the District or the sum of not less than that given below:

Original Contract Amount From More Than	To and Including	Charge per Calendar Day
\$0	\$100,000	\$675
\$100,000	\$500,000	\$1,050
\$500,000	\$1,000,000	\$1,425
\$1,000,000	\$3,000,000	\$1,725
\$3,000,000	\$6,000,000	\$2,000
\$6,000,000	\$12,000,000	\$3,450
\$12,000,000	and over	\$9,525

Damage shall be assessed for each and every calendar day the Contractor shall exceed the "Time of Completion" as specified in this Contract.

Said sum of actual Owner cost, but not less than the sums given in the chart above is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages which said District will suffer by reason of such defaults, and not by way of a penalty. In case the said Contractor does not complete the work covered by this contract on or before the time specified herein for the completion of the said work, the Engineer shall decide the number of days the said Contractor is in default, and the decision of said Engineer shall be final and binding upon both parties hereto. It is further agreed that if the Owner shall accept any work or make any payments shall not in any respect constitute a waiver or modification of any of the provisions hereof, and particularly the provisions in regard to TIME AND LIQUIDATED DAMAGES for delays.

### 29.0 Notice to Suspend Work

The Contractor shall delay or suspend the progress of the work, or any part thereof, whenever he shall be so required by written order of the Engineer, and for such periods of time as the Engineer may order, provided that in the event of such delay or delays or of such suspension or suspensions, time shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions, but such order of the Engineer shall not otherwise modify or invalidate in any way any of the provisions of this contract, and said Contractor shall not be entitled to any damages or compensation, except as stated in the following paragraph, from the Owner on account of such delay or delays, suspension or suspensions.

### 30.0 Unavoidable Delays

Should the Contractor be obstructed or delayed in the commencement, prosecution or completion of the work by any act or delay of the Owner, or by riot, insurrection, war, pestilence, acts of public authorities, fire, lightning, earthquakes, cyclones, floods, or through any default or delay of other parties under contract with the District, or by strikes, or other causes, which causes of delay mentioned in this article, in the opinion of the Engineer are entirely beyond the control of the Contractor, then the time herein fixed for the completion of the work so delayed shall be extended for a period equivalent to the time lost by reason of any of the causes aforesaid, but no such allowance shall be made unless the Engineer is notified by the Contractor, verbally at the commencement of the delay and in writing before the fifth of each succeeding month of all delay occurring in the preceding month.

It is further expressly agreed that said Contractor shall not be entitled to any damage or compensations from the Owner on account of any delays resulting from any of the causes above specified in this article except compensation for wages for extra time for any necessary watchmen and for extra premiums on his bond, actually paid by said Contractor on account of said additional time so required to complete all work hereunder, due only to delays caused by the Owner or by other parties under contract with the District. The Engineer shall decide the number of days that said Contractor has been so delayed and his decision shall be final and binding upon both parties hereto.

### 31.0 Assignment of Contract

No assignment by the Contractor of any principal construction contract or any part thereof, or of the funds to be received thereunder by the Contractor, will be recognized by the Owner unless such assignment has had the approval of the Owner, and the Surety has been given due notice of such assignment in writing in accordance with the terms of its bond.

No assignment will receive approval unless the instrument of assignment contains a clause to the effect that it is agreed that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

### 32.0 General Requirements Relating to Rights of Way

All work in rights-of-way shall be in accordance with the regulation of the Department or Agency having jurisdiction in the area or as directed by the Engineer. The Contractor shall secure such permits and approval as may be necessary and conform to conditions therein.

#### 32.1 Special Requirements Relating to Sewers Constructed in Township Highways

The Contractor shall advise all Township Highway Commissioners having jurisdiction in the areas where

the work is to be performed and shall secure such permits or approval as may be required.

Restoration of Township Highways shall be approved by the Highway Commissioner before receiving final payment for the work from the District.

### 32.2 Special Requirements Relating to Sewers Constructed in County Highways

Before the Contractor commences work on the construction of the sewers in the County right of way, he shall secure a permit from the County Highway Department based on the following conditions and restrictions:

1. The Contractor and the Engineer from the County Highway Department shall inspect the condition of the streets before commencement of any construction work so that there will be no disagreement as to the existing condition of the right of way.
2. The Contractor shall furnish all material, do all work, pay all costs and shall, as soon as a section of sewer is completed in any part of the County rights of way, restore said streets to a condition similar or equal to that existing before the commencement of the work. Replacement shall be made as required in the conditions and restrictions issued by the County Superintendent of Highways.
3. The Contractor shall not unreasonably interfere with or obstruct traffic. All traffic and warning devices shall comply with the State of Illinois Manual of Uniform Traffic Control Devices for Streets and Highways. The Contractor shall furnish, at his expense, the necessary flagmen, barricades, flares, signs or any other necessary precautions as required by the County Engineer.
4. The Contractor shall remove all excess dirt and leave shoulders, ditches and backslopes in a presentable condition. All areas where existing sod has been disturbed during prosecution of the above work shall be reseeded and fertilized in accordance with the specifications of the County Highway Department.
5. In case it is necessary to remove any guard posts during construction, the Contractor shall replace posts to the alignment and grade established by Peoria County Highway Department. If necessary to remove any highway signs, mailboxes, etc., the Contractor shall reset them immediately in their original position after preliminary backfilling is done. The above mentioned items are to be adjusted to their former elevation and position after the final backfilling and leveling and prior to final inspection and acceptance has been made.
6. The Contractor shall not trim, cut or in any way disturb any trees or shrubbery along said highway without the approval of the County Superintendent of Highways or his duly authorized representative.
7. In certain sections of the right of way, the Contractor shall remove all excavated materials from the excavations and backfill the trench with granular material or flowable backfill, all work to be in accordance with said permit.
8. The Contractor shall assume all risk and liability for accidents and damages that may accrue to persons or property on account of the work and shall reimburse the County for any repairs the County deems necessary to the existing highway on account of said work in



case of emergency or neglect by said Contractor.

9. Wherever rock or shale is encountered in the ditch excavation at the flowline or above, the Contractor shall backfill that area of rock or shale excavation with State Highway Specification porous granular backfill to a depth of one foot above the top of the shale or rock in the ditch. The balance of the excavation may be backfilled with material removed from the excavation if the material used will compact in a satisfactory manner or as approved by the Superintendent of Highways of Peoria County.

### 32.3 Special Requirements Relating to Sewers Constructed in Illinois State Highways

Where required, the Sanitary District will secure a permit(s) from the Illinois Department of Transportation (IDOT). The Contractor shall perform all work in accordance with the conditions of the permit(s).

No earth will be allowed to be stored or cast upon the pavement, and proper precautions shall be taken at all times to safeguard traffic by the use of lights, barricades, and warning signs along open trenches. All traffic control shall be in accordance with IDOT permits obtained to allow the performance of said work.

Flaggers shall be employed at all times to safeguard traffic when construction equipment is working close to or upon the pavement. At no time will the pavement be completely closed to traffic.

If any trenching is performed between the edge of the pavement and the centerline of the ditch, it will be necessary that the excavated earth be hauled away and the trench shall be backfilled in accordance with IDOT standards.

The Contractor shall notify the IDOT District Engineer after completion of restoration within the right of way and acceptance of the work for final payment by the District. Final payment shall be contingent upon the approval of the IDOT District Engineer. Notification of IDOT personnel shall be as specified in any issued IDOT permits.

### 32.4 Special Requirements Relating to Sewers Constructed in Railroad Property

The installation, repair, or modification of sewer pipe, including the digging and filling of any trench, and the time and manner of doing all of the work upon the Railroad Company's right of way, shall be as indicated by its Chief Engineer, or his authorized representative.

All of the work shall be done in a good and workmanlike manner and submitted for approval to the Railroad Company's Chief Engineer, or his authorized representative. No work shall be started prior to receipt of such notice and approval from the Railroad Company.

Ample notice in writing, or by other means acceptable to the Railroad Company's Chief Engineer, to the Railroad Company shall be made by the Contractor of the time when work will commence so that, if so desired, the Railroad Company may have its representative present for the purpose of inspecting or directing the work in a manner satisfactory to the Railroad.

### 32.5 Special Requirements Relating to Sewers Constructed in Airport Property

All work performed within the premises of the Airport property shall be in full accord with the rules for safety of the Airport, the Illinois Department of Aeronautics, and the Federal Aviation Agency.

No work shall be undertaken by the Contractor at any time without first obtaining the Airport's written

approval as to time and place in a manner not to endanger users of said public airport; that day and night marking of all equipment, excavation or disturbance of the earth shall be as specified in Section 60, entitled "Legal Relations and Responsibilities to Public" of the Federal Aviation Agency publication, STANDARD SPECIFICATIONS FOR CONSTRUCTION OF AIRPORTS, latest edition, as amended; that the earth shall be replaced promptly and so no settlement can occur that could in any way endanger aircraft or airport users and no structure of any kind, on the surface or otherwise shall be permitted that could endanger the premises use as an airport.

### 33.0 Future Streets

Future streets constructed over sewer trenches must rest on compacted or flowable backfill with proper pavement sub-grade as indicated in the City Standard Specifications for Subdivision Development. Before any pavement is laid on any streets in the City, the sanitary sewer services shall be stubbed beyond the paved surface on all lots having frontage on said streets.

### 34.0 Temporary Structures

All false work, scaffolding, ladders, hoistways, braces, shields, trestles, roadways, sheeting, forms, barricades, drains, flumes and the like, any of which may be needed in the construction of any part of the work must be furnished, set, maintained and removed by the Contractor, and he shall be solely responsible for the safety and efficiency of such works and for any damage that may result from their failure or from their improper construction, maintenance or operation.

In accepting the Contract, the Contractor assumes full responsibility for the sufficiency and safety of all temporary structures and work and for any damage which may result from their failure or their improper construction, maintenance or operation and will indemnify and save harmless the Sanitary District and the City, and its employees, from all claims, suits or actions and damages or costs of every description arising by reason of failure to comply with the above provisions.

### 35.0 Storage

The Contractor shall protect materials and equipment stored at the site against damage from the weather. When directed by the Engineer, the Contractor shall store materials on platforms or well drained paved surfaces and provide weatherproof covers when directed. Materials shall be stored in a manner to facilitate prompt inspection.

### 36.0 Shop Drawings

Within fifteen (15) days of execution of the Contract, the Contractor shall submit to the Engineer for review a complete list of all material, equipment and manufacturers proposed to be used in the Project. Based on approved list, the Contractor shall prepare and submit to the Engineer for review six (6) copies of detailed shop drawings and descriptive literature of proposed equipment and materials. The Contractor shall promptly submit shop drawings as to cause no delay in the progress of the work. The Contractor shall check and approve shop drawings and verify all field measurements before submission to the Engineer.

All items of material and equipment must be approved by the Engineer prior to their use towards the completion of the Project.

### 37.0 Reference Standards

Except as otherwise noted, any references to known standard specifications shall be to the latest edition of such

specifications as adopted and published to date of invitation to submit proposals.

Reference to technical society, organization or body is made in the specifications in accordance with the following abbreviations:

AASHTO .....American Association of State Highway and Transportation Officials;  
ACI..... American Concrete Institute;  
ASTM .....American Society for Testing Materials;  
AWWA ..... American Water Works Association;  
IDOT ..... Illinois Department of Transportation Specifications for Road and Bridge Construction.

### 38.0 Interference Drawings

Where space is limited for installation of equipment and appurtenances, piping, conduits, ducts, panel boxes, valves, etc., the Contractor shall coordinate such work, and if necessary he shall prepare composite drawings of such conditions showing accurately exact locations of such items with respect to building construction. The Contractor shall submit drawings to Engineer for approval prior to installation.

### 39.0 Manufacturer's Directions

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, conditioned as per manufacturer's printed directions unless specified to the contrary. The Contractor shall obtain and submit such directions to the Engineer prior to time of installation for use in supervising work.

Furnish at least three (3) copies of manufacturer's operating and maintenance instructions for equipment and systems which in the opinion of Engineer require such instructions. The Contractor shall obtain a receipt(s) for the same. When so specified or instructed, mount operating instructions in approved frame with glass cover; locate where directed.

### 40.0 Project Record Documents

The Contractor shall maintain at the job site one copy of all Specifications, addenda, approved shop drawings, change orders, and other contract modifications. Each of these Project record documents shall be clearly marked "Project Record Copy", shall be maintained in good condition, shall be available at all times for inspection by the Engineer and shall not be used for construction purposes. Project-record drawings shall be marked up to show significant changes made during construction progress. Project-record drawings shall be kept current and no work shall be concealed until required information has been recorded. Record-documents shall be submitted, in satisfactory condition, to the Engineer at the completion of the Project.

### 41.0 Patents, Trade Secrets, Copyrights

The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work or in the incorporation in the work of any invention, design, process, product or device which is the subject of patent rights, trade secrets protection rights, or copyrights held by others. The Contractor shall indemnify and hold harmless the Sanitary District and the City, the Engineer and anyone directly or indirectly employed by the Sanitary District and the City from and against all claims, damages, losses and expenses (including attorney's fees and court and arbitration costs) arising out of any infringement of patent rights, trade secrets protection rights, or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

## 42.0 Contractor Safety

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to: all persons on the Project site or who may be affected by the Project; all the Project work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction. Contractor shall designate a qualified and experienced safety representative at the Project site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

The duty of the Owner, Engineer or Owner's consultant to observe Contractor's performance does not include any review of the adequacy of Contractor's safety measures in, on, or near the Project site or sites. Owner, Engineer and Owner's consultant have not been retained or compensated to provide design and construction review services relating to Contractor's safety precautions required for Contractor to perform the work. Neither the Owner, nor any official or employee of the Owner, nor the Engineer, or any authorized assistant or agent of any of them, shall be responsible for safety precautions and programs in connection with the Project or any liability arising therefrom.

All structures to be provided by the Contractor, (except those structures for which details are shown on the Plans), that require structural design shall be designed and constructed under the observation of a structural engineer, registered in the State of Illinois, acting for and retained by the Contractor. Drawings and calculations for such structures shall be prepared and sealed by the structural engineer and submitted to the Owner for record. A clear outline of the proposed construction procedure shall be shown on the drawings. A statement in writing by the structural engineer attesting that said engineer has visited the Project site or sites, that the design does satisfy the conditions as actually encountered and that the actual construction conforms to the drawings and calculations, as submitted, must be submitted to the Owner before the work related to such structures will be considered complete. All temporary structures, including sheeting and bracing for excavations, that affect the safety of the public, workmen, inspectors, or Owner's or Engineer's personnel shall be regarded as structures that require structural design.

Contractor shall comply with all applicable Federal, State and Local Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground facilities and other utility owners when prosecution of the Project may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property whether located on or off site caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the work on the Project, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Owner's consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). Contractor's duties and responsibilities for safety and for protection of the Project's work shall continue until such time as the Project is completed and Engineer has issued a notice to the Contractor that the work is acceptable. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Project site in accordance with Laws

or Regulations.

In emergencies affecting the safety or protection of persons or the Project or property at the Project site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Project or variations from the Contract Documents have been caused thereby or are required as a result thereof.

The Contractor shall review the District's safety policy prior to beginning any work and shall sign a statement of understanding before being allowed to begin work at the treatment plant or on the collection system. The Contractor shall read the policy included in the appendices, initial each section and sign and date the form.

#### 43.0 Inspections of Constructed, Repaired or Modified Sewers

For quality assurance purposes, GPSD will perform one complete inspection of each sewer after completion of all sewer and manhole construction, modification or repair. If defects are found, the Contractor will be notified of said defects for their repair. GPSD will perform a complete inspection of affected sewers after completion of repairs. If, after the initial repair of defects, additional repairs are necessary, subsequent inspections shall be performed in accordance with GPSD Specifications and at the expense of the Contractor. Inspection recordings performed at the expense of the Contractor shall become the property of GPSD and provided to the District promptly.

#### 44.0 Job Site Posters

The Contractor shall construct and provide a job site poster at each and every site that the Contractor performs work towards the completion of the Project. Job site posters and the documents thereon shall be publicly visible and accessible at all times while work is being performed at each and every site represented in these Plans. Job site posters shall be fully enclosed and secured to protect documents within from weather and large enough to allow display of each required document without overlap. Throughout the duration of the Project, the Contractor shall maintain enclosures, job site posters and documents within including restocking when needed.

Job site posters shall include all documents required to be posted as determined by governing authorities including any federal agencies that have contributed funding towards the completion of the Project. Where federal funding is not utilized, documents included shall be those required by the Illinois Department of Transportation.

END OF SECTION