

SECTION 004
SPECIFICATIONS – STANDARD PLAN CONDITIONS

The Contractor shall consider the following conditions to be part of the Project Plans and Specifications:

1. The City of Peoria has a street repair program schedule that includes milling, patching and overlay as well as heater scarification and sealcoating. Information regarding this matter can be obtained by contacting the City of Peoria Public Works Department. The Contractor shall not claim additional compensation for delays or disruptions of planned operations caused by conflicts with City of Peoria street repair operations. Additionally, the Contractor shall prioritize work conflicting with the City's planned street repair efforts and shall complete said work prior to the commencement of any street repair efforts.
2. Unless modified by the Project Specifications, all road work shall be constructed in accordance with the "Standard Specifications for Road and Bridge Construction", current edition, by the Illinois Department of Transportation and the "Supplemental Specifications and Recurring Special Provisions", current edition. All references to measurement and payment therein do not apply.
3. Prior to the receipt of proposals for the completion of the work, the Contractor shall verify all measurements and dimensions shown and shall report to the District any discrepancies which may affect the performance of the work in accordance with the Plans and Specifications.
4. Property parcel information and associated addresses shown within this set of drawings are provided as an informational courtesy. Field verification of existing site conditions shall be the responsibility of the Contractor.
5. The Contractor shall yield to the garbage collection routes of garbage and rubbish collection organizations. The Contractor shall not claim additional compensation due to delays or losses in productivity caused by conflicts with garbage or rubbish collector vehicles or routes.
6. Underground conditions at and near the site(s) of the work to be performed have not been investigated. The Contractor shall be responsible for determining underground conditions to the extent that he or she deems necessary for the successful performance of the work as shown on the Plans and called for in the Specifications. The Contractor shall assume all risks and shall claim no additional compensation for both unforeseen underground conditions and incorrect determinations of the impact of underground conditions on the completion of the work.
7. The diameters and slopes of the existing sewers shown within this set of drawings are provided as an informational courtesy. Field verification of both the sewer main diameters and slopes shall be the responsibility of the Contractor. The Contractor shall not claim either additional costs or delay for unanticipated sewer main dimensions.
8. The Contractor shall be responsible for locating manholes. Contractor costs associated with locating manholes shall be part of the contract amount.

9. The existing manhole depths shown within this set of drawings are provided as an informational courtesy. Field verification of the manhole depths shall be the responsibility of the Contractor.
The District does not have other manhole dimensions. The Contractor shall be responsible for obtaining other necessary manhole dimensions. The Contractor shall not claim additional compensation for unanticipated manhole dimensions.
10. Where permanent fencing is removed, the Contractor shall provide temporary fencing in place of that removed. The intention of temporary fencing is to minimize the inconvenience of the construction on property owners. Temporary fencing shall be constructed at locations to be determined by the affected property owners and the engineer; generally, the temporary fencing shall completely enclose a portion of the property less than that enclosed by the permanent fencing and shall be extended and accessible from structures without leaving the enclosures. The height, material and construction of temporary fencing shall match that of the existing fencing; however, temporary fencing provided shall not be less than four (4) feet in height, chain-link fencing constructed in accordance with ASTM F567-07. During construction, the Contractor shall minimize both the area removed from use by property owners as well as the duration of time that temporary fencing is necessary. Furthermore, the locations of needed temporary fencing as shown on the Plans may not represent all of the locations where temporary fencing will be required.
11. Prior to removal, the Contractor shall document the location and height of all existing fencing to be removed. Included in the documentation shall be the location of all existing posts and points of horizontal or vertical deflection. Measurements included in such documentation shall be relative to fixed references and sufficient in quantity and accuracy to allow reconstruction of removed fencing without dispute. Prior to construction, the Contractor shall take all precautions necessary to document the condition of the fencing to be deconstructed. Where necessary to allow sewer repairs and modifications, existing fencing shall be removed with care to minimize damage. After completion of construction activities, existing fencing shall be promptly reconstructed using the removed fencing, posts and accessories except where the condition of that removed is too poor to be reconstructed. Where the existing is too poor to be used in the reconstruction of removed fencing, the Contractor shall provide new replacement parts and equipment equal in all aspects to that removed except in condition. Fencing reconstruction shall be performed to the satisfaction of the owners and the engineer.
12. At all times throughout the performance of the Project, the Contractor shall provide property owners vehicular access to the driveways of their respective properties. Access restrictions shall be allowed only if approved by the engineer and the owners of the affected properties.
13. All work shall be constructed in accordance with the Greater Peoria Sanitary District's (GPSD) General Specifications for Sanitary Sewers and Appurtenances, latest edition, these Specifications and the Plans.
14. Without request for additional compensation, the Contractor shall make available supervisory personnel for meetings between GPSD personnel, Contractor representatives and persons affected by the Project.

15. Unless otherwise indicated, existing surface topography and drainage shall not be altered by construction. Contractor shall restore to original condition any drainage feature disturbed by construction and the costs thereof shall be made part of the contract amount.
16. Protection of water mains and water services (including horizontal and vertical separation of water mains and services from sewers) shall be in accordance with the provisions of Section 41-2.01 of the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition. Any costs incurred in compliance shall be considered part of the contract amount.
17. If existing power poles or utility poles will be impacted by the proposed construction, the Contractor shall coordinate with utility company to have poles protected during construction. The cost for utility pole protection shall be made part of the contract amount.
18. The Contractor is responsible for obtaining all water necessary for the performance of the work specified and all costs associated with water procurement.
19. Sewer laterals and sewer lateral connections shown on the Construction Documents, and/or referenced in provided repair descriptions on the Plans are not intended to show accurately either the number or location of all private lateral connections or those that will need to be reconnected to the sewer main. It shall be the exclusive responsibility of the Contractor to reestablish all disrupted sewer services in a timely manner in accordance with GPSD Specifications.
20. Any damage to streets due to the Contractor's operations shall be repaired to the satisfaction of, and at no expense to, the owner of the damaged pavement. No additional compensation shall be provided for such repairs.
21. The Contractor shall take reasonable precautions to protect public and private property. If, at any time, Contractor damages or destroys public or private property, the Contractor shall promptly, at its own expense, restore such property to a condition equal to that existing before such damage and to the satisfaction of the property owner and GPSD. In the event a claim or lawsuit is brought by any third party claiming damage to property, Contractor agrees to indemnify and defend GPSD from same.
22. During construction, the Contractor shall not cause sewage to be discharged from the collection system.
23. Erosion control measures shown on the Plans represent the minimal amount of measures that the Contractor must take to prevent erosion. If shown measures conflict with the directions of the governing authority with jurisdiction, the directions of the governing authority shall govern. If not conflicting, the total measures taken to prevent erosion shall be the cumulative of the measures shown and the directions of the governing authority. Decisions made by the governing authority do not exempt the Contractor from obtaining permits from other agencies and organizations that might have jurisdiction at the location(s) where the Contractor is to work. The Contractor shall obtain as the permittee all necessary permits not provided, and all costs associated with either obtaining or complying with such permits shall be made part of the contract amount.

24. The Contractor is responsible for dust and mud control. The Contractor shall protect all soil stock piles from erosion.
25. Land survey monuments (property corners, right of way markers, etc.) which are disturbed by the Contractor shall be reset by a licensed professional surveyor at the expense of the Contractor.
26. The aerial photography shown within this set of drawings is from 2015 and is provided as an informational courtesy. Field verification of existing site conditions shall be the responsibility of the Contractor.
27. The repair descriptions included on the Plans are for informational purposes only and are not intended to be a complete description of all work to be performed in the completion of necessary repairs.
28. The location, size, and type of materials of existing underground utilities indicated on the Plans are not represented as being accurate, sufficient or complete. Neither the owner nor the Engineer assumes any responsibility whatsoever in respect to the accuracy or sufficiency of the information, and there is no guarantee, either expressed or implied, that the conditions indicated are representative of those to be encountered in the construction. It shall be the Contractor's sole responsibility to determine the actual location of all such facilities, including service connections to underground utilities, prior to construction. The Contractor shall notify the utility company of his operational plans and shall obtain from the respective utility companies detailed information and, in the event, an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction. The engineer shall also be immediately notified. Any such mains and services disturbed by the Contractor's operations shall be restored to service at once
29. Residents or businesses shall be notified by the Contractor in advance if their service is to be disrupted or disconnected. If residents or businesses whose utilities have been or are going to be disrupted or disconnected are not able to be contacted during normal business hours, they shall be promptly notified by the Contractor of the disruptions or disconnection by alternative means acceptable to GPSD and the owner. Costs associated with the provisions of such notifications shall be considered part of the contract amount.
30. The Contractor shall be responsible for protecting utility property from construction operations. The Contractor shall be responsible for the adjustment or relocation of any conflicting utility that impedes the completion of the work. Utility adjustments or relocations shall be completed as allowed by the owner of the utility, by whom the utility owner specifies, and in accordance with the utility's specifications and directions. For either costs or delays caused by the process of utility relocations, the Contractor shall not claim additional compensation in either the forms of time or money
31. Traffic control shall be in accordance with the Project Specifications including any permits made a part thereof. The Contractor shall be responsible for obtaining any necessary permits not already obtained by GPSD. Road and traffic lane closures shall be allowed only upon the approval of GPSD and the governing road authority.
32. 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.

33. The Contractor shall not be allowed to claim additional compensation for costs associated with the construction of temporary roadway surfaces and their removal and replacement with permanent surfaces. Construction of temporary roadway surfaces, including allowable materials and methods, shall be in accordance with the directions of the owner of the roadway in question.
34. Easements that have been acquired are either shown on the Plans or included in the Specifications. Any additional easements or agreements for access beyond what has been acquired shall be the responsibility of the Contractor.
35. 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.
36. The Contractor shall reference the detail drawings provided within these Specifications.
37. When working within IDOT right-of-ways, the Contractor shall provide message boards as specified by IDOT, at locations specified by IDOT, displaying messages specified by IDOT and for the duration of the work to be performed including no less than two (2) days prior to the commencement of work. More detailed information about traffic control requirements can be obtained by contacting appropriate representatives of IDOT using the contact information included within the permits made part of the Specifications.
38. Unless otherwise allowed, the restoration of existing brick surfaces shall be in accordance with the detail titled "brick -special" as found on the detail titled "COP Pavement" included in the detail drawings made part of the Plans.
39. The Contractor shall not access roadways within twelve hours prior to the forecast of the start of winter precipitation. Access shall be again allowed after the winter precipitation event has ended and the winter precipitation has been removed by normal snowplow operations.
40. Roadway restorations performed after removal and replacement of manhole castings and lids shall conform to both the drawing titled "Manhole Casting and Lid Removal and Replacement Pavement Restoration" as found on Detail Drawing 095-17 included in Section 095 of these Specifications and Section 055 also found in these Specifications. "Hot-patch" PCC shall be installed throughout the full depth of the excavation and the limits of the saw-cut. Performing roadway restoration in this manner shall be allowed only when the manhole casting and lid as well as any underlying adjusting rings are being removed and replaced; if other components of a manhole, including flat-top sections and barrels are being removed and

replaced, then roadway restoration shall be performed as defined in Section 055 of these Specifications.

41. Prior to the commencement of work by the Contractor, unless specified otherwise by the Engineer, GPSD does not plan to repair or modify in any way the sewers in which CIPP will be constructed as part of the completion of this Project.
42. Inspection recordings provided as part of the Project Plans and Specifications are an informational courtesy only and not intended to be representative of existing site conditions. Field verification of existing site conditions shall be the responsibility of the Contractor.
43. As provided on the summary of quantities and items, quantities of CIPP to be installed are estimated and based upon distances measured using District mapping. Distances scaled from the Plans or taken from sewer inspections may be inconsistent with these quantities.
44. The Sanitary District has not inspected the conditions of private plumbing or private sewers to determine their adequacy for the prevention of either odor migration or sewer backups resulting from either preparations for or installations of CIPP to be installed as part of this Project. GPSD shall not be liable for damages caused by deficiencies in private sewers or private plumbing; the Contractor shall determine the adequacy of private sewers and private plumbing for the prevention of damages caused by the activities of the Contractor.
45. The Sanitary District has not verified the accuracy of the types of sanitary structures as represented on the Plans; specifically, the location of drop manholes has not been verified. Furthermore, the Sanitary District's definition of drop manholes may differ from that of Contractors. Determinations of the effects on cured-in-place pipe (CIPP) construction of differences of elevations between pipes connecting to manholes have not been made by the Sanitary District and shall be the exclusive responsibility of the Contractor responsible for CIPP construction.
46. At manholes bounding sewers in which CIPP will be constructed by the Contractor responsible for the completion of the Project, or an assigned Subcontractor, where the Contractor removes manhole castings and lids, the Contractor shall reinstall the removed castings and lids in accordance with the Specifications.
47. Conditions within the sewers designated to be inspected or cleaned and inspected as part of the completion of this Project have not been investigated by the Sanitary District. Unless specifically provided within either the Plans or these Specifications, the Sanitary District does not have any knowledge of or information about the quantity or characteristics of solids in the sewers. The Contractor shall be responsible for determining conditions within the sewers to the extent that he or she deems necessary for both the submittal of a proposal for the completion of the work and the successful performance of the work as shown on the Plans and called for in these Specifications. The Contractor shall assume all risks and shall claim no additional compensation for both unforeseen conditions within the sewers and incorrect determinations of the impact of conditions on the completion of the work.
48. At the Sanitary District's wastewater treatment plant at 2322 S. Darst St. in Peoria, IL, when disposing of solids collected as part of the completion of this Project, the Contractor shall not be assessed disposal fees.

49. The Contractor shall comply with the requirements of any Storm Water Pollution Prevention Plan (SWPPP) included within the Specifications. Any and all costs including, but not limited to, fines, fees and/or penalties imposed upon the Owner due to the Contractor's failure to comply with any provision of any applicable SWPPP will be passed on to the Contractor. This cost shall also include reasonable attorney's fees. If the Contractor fails to repair, maintain or implement erosion control and/or sediment control devices outlined in any applicable SWPPP or shown on the contract documents, the Owner reserves the right to perform the work and the Contractor shall pay all costs incurred, including reasonable attorney's fees. The Owner reserves the right to deduct the above said costs from progress payments due to the Contractor.

All erosion and sediment control measures shall remain in place and shall be maintained until the Notice of Termination (NOT) has been submitted by the GPSD to IEPA. Upon acceptance of the NOT by IEPA, the Contractor shall remove the erosion and sediment control measures to the satisfaction of the GPSD and Property Owner(s).

50. Where exploratory excavations are to be performed, the Contractor shall allow GPSD all the time necessary to adjust or modify the proposed improvements. If necessary, the Contractor shall not make claims for additional compensation for either delays or disruptions of Contractor activities resulting from design alterations or modifications.
51. Where required, exploratory excavations shall be performed and prioritized relative to other construction activities.
52. Where specified, exploratory excavations shall be performed for the purpose of obtaining the information required regardless of the number of attempts by the Contractor necessary to achieve the objective. The Contractor shall be compensated per exploratory excavation despite the number of, and extent of, excavations necessary. For instance, if exploratory excavations are necessary to identify all of the drains for a residence, the Contractors shall be compensated for one exploratory excavation independent of the number of drains for the residence, the number of attempts by the Contractor necessary to identify the location and depth of each drain, or the extent of the required excavations and restorations.
53. Existing culverts and field tiles shall be removed and replaced as necessary during the course of construction. Any culverts or field tiles damaged during construction shall be replaced both in accordance with the directions of the Engineer and using comparably-sized PVC, SDR 26, pipe bedded in CA-7 or CA-11 white rock crushed stone bedding. Crushed stone bedding shall extend from the bottom of the excavation to one (1) foot over the top of pipe. Existing storm sewers and field tiles encountered at conflicting depths with the proposed sewer shall be reconstructed.
54. In agricultural areas that are or might be cultivated, the Contractor shall remove and stockpile all existing topsoil within the limits of excavations made towards the completion of the Project. After backfilling, replace topsoil to match original ground surface.
55. The Contractor shall be solely responsible for the loading and unloading of equipment and materials as necessary to complete the work.
56. Filling of excavations shall be completed in accordance with these Project Specifications and either as shown on the Plans or in accordance with directions to be provided by the Engineer.

Throughout the Plans, the types of backfill operations required within provided limits has been shown. Backfilling operations shall be necessary within the limits of excavations made to complete the work; however, backfill shall not be required where excavations are not constructed.

57. Access to locations of work within City of Peoria rights-of-way requires the acquisition of a permit or permits from the City of Peoria. Unless included in these Specifications, as necessary to allow completion of the work specified within these Specifications and shown on the Plans, the Contractor shall be responsible for the acquisition of all permits necessary from the City of Peoria and the completion of all tasks thereto, including, but not limited to, the design and proposal of proposed traffic control measures and the completion and submittal of necessary application forms. The Contractor shall be responsible for any and all payments required as part of the application process. Information about the City's application process can be obtained from the City of Peoria Department of Public Works.

The Contractor shall recognize that the Sanitary District cannot estimate either the time or effort necessary to acquire the necessary permits from the City of Peoria. The Contractor shall not make claim for additional compensation in the forms of either contract time or contract amount for unanticipated delay or labor necessary to acquire the necessary, City of Peoria, permits.

58. The Contractor shall be responsible for obtaining any and all required building permits and associated building permit application fees.
59. The Contractor shall assure that, at all times, all work, equipment, materials, personnel and vehicles shall remain within the limits of District-owned property, temporary construction easements granted to the District specifically for the purpose of completing the work or permanent easements granted to the District. Where and as allowed by the governing authority with jurisdiction, for the purpose of completing the work, the Contractor may encroach onto public right-of-way. The Contractor shall not disturb, alter, or traverse across property outside of these limits.
60. Within the limits of District properties, including the District's facilities at 2322 S. Darst St. in Peoria, the District is not obligated to provide parking for Contractor vehicles or equipment. During all or a portion of the duration of the Project, if desired by the Contractor, the District might have space available for the short-term parking of some or all of the Contractor's vehicles or equipment. The availability of space within the limits of the District's WWTP, if any, and the duration of time that such space will be made available to the Contractor, will be determined upon request. If such a parking allowance is granted but later wholly or partially revoked by the District, the Contractor shall immediately cease the parking arrangement including the complete removal of all Contractor vehicles and equipment.
61. As represented within the profile views of the Plans, those utilities whose elevations at the represented crossings have been field verified are indicated as such using descriptions such as "Verified" or "Hydroexcavate". The provision of this information shall not relieve the Contractor from the responsibilities to both ascertain underground conditions to avoid property damage and verify the accuracy of the information provided.

Those utility crossings either represented within the plan views but not within the profile views or not described using descriptors such as "Verified" or "Hydroexcavate" have not been field verified or determined from field gathered information. Except where exploratory

excavation is required by the Engineer, it will be the responsibility of the Contractor to determine if additional vertical information is necessary and, if so, to gather the necessary information as part of the completion of the Contract.

62. Construction of concrete materials shall be in accordance with the latest version of the American Concrete Institutes (ACI) document ACI 306R, titled "Guide to Cold Weather Concreting", as reported by ACI Committee 306.
63. As an informational courtesy, in the Project Specifications, plats of subdivisions in proximity to the location(s) of work may or may not have been included. If included in the Project Specifications, the Sanitary District has not verified the accuracy or completeness of the information provided or it's representation of existing conditions.
64. If Contractor discovers (1) a subsurface or latent physical condition at the Project site that differs materially from the conditions indicated in the Contract Documents or (2) an unknown physical condition at the site of an unusual nature differing materially from the conditions ordinarily encountered or inherent in the work necessary to comply with the Contract Documents, the Contractor shall not disturb said condition. In the event Contractor discovers any condition meeting the definition of (1) or (2) above, the Contractor shall give notice of same to GPSD immediately, but in no event any later than twenty-four (24) hours, from when Contractor discovers same. Should Contractor fail to give GPSD said notice, the Contractor waives any and all rights it may have to make a claim for an adjustment to the Contract Sum.
65. Unless modified by the Project Specifications all cabling, including but not limited to, electric, communication, video, control, and/or data transfer cabling shall be installed in rigid conduit or raceways. Conduit to be constructed below finished grade shall be PVC coated hot-dip galvanized rigid steel conduit. Conduit to be constructed above finished grade shall be hot-dip galvanized rigid steel conduit. Conduit sizing shall be as specified in the plans or where not specified shall be in accordance with the National Electric Code. The National Electric Code version shall be that which is currently adopted by the Municipality of which the work is being performed within.
66. Shop drawings shall be submitted to GPSD for review prior to fabrication. All shop drawings shall be reviewed by the General Contractor before submittal. GPSD's review is to be for conformance with the design concept and general compliance with the relevant contract documents. GPSD does not relieve the contractor of the sole responsibility to review, check and coordinate the shop drawings prior to submission. The contractor remains solely responsible for the errors and omissions associated with the preparation of shop drawings as they pertain to member sizes, details, dimension, etc.

END OF SECTION