



**DIRECTOR OF ENGINEERING REPORT**

**October 18, 2023**

District Engineering manages projects, consultants, contractors, and equipment suppliers. Consultant reports and Project Managers reports are included in this section along with details regarding the status of the associated study, design, or construction projects.

**ACTIVE PROJECTS**

**22ENG44 East Headworks Grit Classifier Replacement:**

SCOPE: Removal and replacement of the east headworks grit classifiers, grit removal conveyor and all appurtenances necessary to deliver a fully functioning integrated grit washing and removal system. SDD has pre-purchased grit washers, the removal conveyor, and grit dumpster distribution sweep plate. Contractor will assume responsibility for coordinating receiving, unloading, and staging equipment from the manufacturers.						
Contractor: Christy-Foltz, Inc				Original Contract Price: \$169,950.00		
Engineer: SDD						
R.E. Inspector: SDD						
Advertise	Pre-bid	Bid Open	Final Award	Notice to Proceed	Pre-Construction	Contract Completion Dates
05/10/23	05/30/23	06/15/23	06/21/23	9/21/23	9/21/23	1/29/24

**Key Activities:** Grit removal conveyor arrived in August and is stored at SDD site. The anticipated mid-October delivery of the Grit Classifiers has been postponed to mid-November by the manufacturer. Bodine Electric began work on control upgrades for the new classifiers this period.

**21CMP04 Fermentation Reactor Pilot:**

SCOPE: The construction of a pilot fermenter system which will include installation of a new primary sludge pump in the existing Primary Clarifier Control Structure (Structure 210) and associated piping; piping modifications downstream of existing waste activated sludge (WAS) pump in the WAS Pump Station (Structure 112); a new compressed air mixing system; a steel frac tank that has been fabricated as a fermenter (Temporary Structure 100) and requires connections to primary sludge, WAS, compressed air mixing system, odorous air treatment system, and Primary Effluent Channel (Structure 022).						
Contractor: Burdick				Original Contract Price: \$956,796.00		
Engineer: Black and Veatch						
R.E. Inspector: SDD						
Advertise	Pre-bid	Bid Open	Final Award	Notice to Proceed	Pre-Construction	Contract Completion Dates
03/24/23	04/04/23	05/09/23	06/21/23	07/31/23	07/24/23	12/21/23 Subst 01/20/24 Final

**Key Activities:** Procurement of materials for the Frac Tank are still on track for the pilot project to start January 2024. I&C is coordinating SCADA work and plc programs for the 210, 112, and 009 buildings with Farnsworth Engineering.

**NON-CONSTRUCTION ACTIVITY**

Staff Attended the WEFTEC conference in Chicago this last period.



**DESIGN - 22ENG31 ADMINISTRATIVE OFFICE COMPLEX:**

Phase 1 - Schematic Design (10 weeks) is in process and will focus on:

1. Confirm programming of interior spaces and adjacencies
2. Review public access and site security concerns.
3. Conduct a preliminary code analysis.
4. Develop conceptual designs for the building layout and site orientation.
5. Identify major laboratory equipment.
6. Establish building security requirements.
7. Develop conceptual HVAC system options.
8. Confirm existing electrical utilities and power capacity.
9. Review energy efficient design strategies for net zero goals.
10. Review available site utilities, including potable water, non-potable water, sanitary, gas, and electric.
11. Perform siting evaluation based on existing utility locations, potential roadway improvements, and public access.
12. Perform and prepare topographic survey of the proposed site.
13. Evaluate drainage and detention requirements.
14. Evaluate parking requirements.
15. Develop a schematic design level cost opinion.

This last period staff had a kickoff meeting with AEX. We anticipate meeting every other week (Mondays @ 9am) to keep Phase 1 work progressing.

The staff completed negotiations with Black and Veatch for assistance with the design of the laboratory. *The agreement is before the board for consideration under old business.*

**DESIGN - 22ENG02 Lost Bridge Force Main Renewal**

The designer is Clark Deitz Engineers (CDI). Soil borings along the proposed boring route were completed this last month and we are awaiting the final boring report from the geotechnical engineer.

Schedule:

Geotech report and boring contractor coordination	Nov 23
Alternatives evaluation and survey	Dec 23
ROW reviews	Dec 23
60% Design	Dec 23
90% Design	Mar 24
Advertise	Apr 24
Targeted Award Date	May 24

**Dewatering Well Cleaning (North Final Clarifiers)**

Cleaning of the dewatering wells began this last period. We expect the work to be completed the week of 10/20/23. An additional well by clarifier #6 has been added to the cleaning schedule to facilitate maintenance required to make an electrical repair on the clarifier.

**STUDY - Collection System Master Plan - Resiliency Evaluation**

This scope of work is focusing on the NE Quadrant of Decatur.

Schedule:

Develop Master Plan Outline	Oct 23
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## DIRECTOR OF ENGINEERING REPORT

October 18, 2023

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Develop sewer system gravity capacities report	Oct 23
Develop maps of sewer system condition assessment	SDD
Develop pumping station capacity reports	Nov 23
Develop “higher risk” capacity bottleneck report	Nov 23
Incorporate previous master plans into report	Dec 23
Incorporate discussion on ADM Service Partners	Dec 23
Prepare final report	Dec 23

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### **UPCOMING PROJECTS:**

#### **DESIGN – Final Clarifier Upgrades Project**

Similar to previous projects, staff is utilizing drafting services from Clark Dietz for preparing drawings necessary for this project. The project includes replacement of 3 isolation gates on the influent channels, painting 2 carbon steel clarifiers, performing maintenance work on the clarifier floors, and repairing 8 isolation gates in the nitrification aeration tanks.

Final plan drawings have been received this last period. Technical specification development is ongoing.

### **INTERGOVERNMENTAL ACTIVITIES**

Staff has continued participating in meetings with the CITY and ADM for the “NE quadrant work group” looking at water and wastewater needs in this corridor. This last period a review of the work performed was presented to the steering committee.

From the SDD perspective, the work reviewed was the location of the pump station, a short section of feeder gravity sewer, and the force main routing to and around the Damon PS. The CITY presented their work on water supply development.

Additionally, staff held our quarterly meeting with the CITY. The CITY updated us on:

1. Plans for bidding the relocation of the SDD 18” sewer South of Faries Parkway (tree clearing has begun).
2. Approach to their storm sewer separation project at Fairview Park flow control structure.
3. Status of their Allen Bend/Route 51 pump station rebuild projects (IEPA approved last week)

If there are questions, please contact me at 422-6931 ext 216, or by email at [DonM@sddcleanwater.org](mailto:DonM@sddcleanwater.org).



**PROJECT MANAGER REPORT**

**October 9<sup>th</sup>, 2023**

District Engineering manages projects, consultants, contractors, and equipment suppliers. Consultant reports and Project Managers reports are included in this section along with details regarding the status of the associated study, design, or construction projects.

**ACTIVE PROJECTS**

**22ENG45 Primary Clarifier #5 Replacement Project:**

SCOPE: Removal and replacement of the existing primary clarifier. Work will include the procurement, installation and commissioning of a new circular primary clarifier and appurtenances. Painting of UV light exposed and submerged carbon steel components, and miscellaneous electrical adjustments to facilitate the removals and commissioning of the new process unit.						
Contractor: Plocher			Original Contract Price: \$1,155,600.00			
Engineer: SDD			Sum of Change Orders: \$0			
R.E. Inspector: SDD			Total Value: \$1,155,600.00			
Advertise	Pre-bid	Bid Open	Final Award	Notice to Proceed	Pre-Construction	Contract Completion Dates
09/16/22	09/27/22	11/01/22	11/17/22	11/30/22	Feb 2024 (tentative)	330 days-Substantial 360 days - Final

**Key Activities:** No Update

**21ENG40 Replacement of Sludge Transfer Pump:**

SCOPE: Remove and replace the existing Abel Sludge Transfer Pump (south) that has reached the end of its useful life.						
Contractor: Burdick Plumbing and Heating			Original Contract Price: \$303,574.00			
Engineer: SDD			Sum of Change Orders: \$0			
R.E. Inspector: SDD			Total Value: \$303,574.00			
Advertise	Pre-bid	Bid Open	Final Award	Notice to Proceed	Pre-Construction	Contract Completion Dates
09/21/22	10/11/22	11/03/22	11/17/22	01/09/23	12/20/22	180 days-Substantial 210 days - Final

**Key Activities:** Abel Pump start-up and start-up training occurred on 10/05. This project is complete.

**22ENG08 Roof Replacement and Maintenance Project**

SCOPE: Wet Insulation replacement and wood nailer replacement. EPDM roofing maintenance throughout complex buildings. Modified Bituminous Membrane roofing repair and replacement as needed. Metal roof panel installation and replacement of roofing system. Fluid Applied Roofing repair and replacement as needed. Miscellaneous shingles to be fixed, and granular roofs to be touched up.						
Contractor: TBD			Original Contract Price: \$TBD			
Engineer: SDD			Sum of Change Orders: \$0			
R.E. Inspector: SDD			Total Value: \$TBD			
Advertise	Pre-bid	Bid Open	Final Award	Notice to Proceed	Pre-Construction	Contract Completion Dates
08/24/23	09/07/23	09/28/23	TBD	TBD	TBD	90 days-Substantial 120 days - Final

**Key Activities:** This project work has been bid twice.



**PROJECT MANAGER REPORT**

**October 9<sup>th</sup>, 2023**

Bids were initially rejected due to only 1 of 3 roofing contractors bidding the work and that bid was much higher than anticipated (\$364,460). Clarification was added to the specifications to ensure bid quantities were understood and the work was readvertised and rebid. Additional follow-up calls to plan holders were made to attempt to get additional competing bids. Bids were opened a second time on September 28<sup>th</sup>, with three contractors bidding the work. Bidders were Top Quality, Kreiling Roofing, and Henson Robinson; respectively their bids were \$289,040, \$396,719, \$328,100. Staff has reviewed the bids and considers them to be too costly for the anticipated effort and is not recommending proceeding with this contract.

**23ENGXX Sidewalk and Stairs Replacement Project**

SCOPE: Base Bid includes the installation of a 4” overlay of the steps, replacement of the handrail, and replacement of sections of sidewalk. Alternate 1 was included in the bid to confirm a cost if it was determined that the steps had to be removed in their entirety.						
Contractor: TBD			Original Contract Price: \$TBA			
Engineer: SDD			Sum of Change Orders: \$0			
R.E. Inspector: SDD			Total Value: \$TBA			
Advertise	Pre-bid	Bid Open	Final Award	Notice to Proceed	Pre-Construction	Contract Completion Dates
09/08/2023	09/14/2023	10/05/2023	TBD	TBD	TBD	90 days-Substantial 120 days - Final

**Key Activities:** Bid Open was October 5<sup>th</sup>, with one contractor bid being received.

Plocher Construction, Christy Foltz, Oshea, and Vector were plan holders for this project. One bid was received from Christy Foltz in the base bid amount of \$54,178 and an adder for the alternate of \$18,000 if removal/replacement is required. Staff anticipated a removal and replacement cost of \$52,000. *There is recommendation before the board for consideration under old business.*

**Future projects being investigated and bid packages being produced.**

1. Damon Avenue Pump Station Upgrades
  - a. (Electrical service upgrades, and Pump #2 Replacement)
2. Nitrification Clarifier Coatings
  - a. Specifications
3. Sodium Bisulfite Building Block Work
  - a. Updating Specifications



October 12, 2023

Mr. Don Miller, P.E.  
Sanitary District of Decatur  
501 S. Dipper Lane  
Decatur, IL 62522

Re: Monthly Progress Update  
CD Project No. D0540060  
**Northeast Sewer Master Plan**  
**Invoice No. 3 (439040)**

Dear Mr. Miller:

This letter summarizes Clark Dietz's work for the Sanitary District of Decatur that was performed from August 26 through September 29, 2023.

**Work Completed this Month**

- Held a progress meeting with Clark Dietz and the District.
- Prepared capacity calculations for interceptors completed and send to the District.
- Reviewed the District's existing GIS information on interceptor condition.
- Prepared the Master Plan outline and shared it with the District.

**Work Anticipated for Next Month**

- Prepare a high-level summary of the interceptor conditions. Work with the District on obtaining additional statistical and mapping information for the interceptor conditions.
- Schedule a meeting to discuss system risk assessment.

**Schedule**

Per the agreement we have until the end of the year to complete the draft Master Plan report. We anticipate pushing this schedule up and having a draft plan by the end of November.

Please call me at 217-373-8933 if you have any questions.

Very Truly Yours,  
Clark Dietz, Inc.

Andrea W. Bretl, P.E.  
Project Manager



October 10, 2023

Mr. Donald Miller  
Sanitary District of Decatur  
501 S. Dipper Lane  
Decatur, IL 62522

Re: On-Call Drafting – Task Order Project  
Clark Dietz Project No. D0540040  
Monthly Progress Update

Dear Mr. Miller:

This letter summarizes the work of the On-Call Drafting – Task Order Project for the period from August 26, 2023, through September 29, 2023. This project is providing drafting and document development based upon input from Sanitary District staff.

This month:

- Tasks:
  - Continued work on 100% submittal drawings for project 23ENG99, which includes gate rehabilitation at the Nitrification Aeration Tanks, Nitrification Aeration Tank Effluent Channel, Nitrification Clarifier Dewatering Wells, Nitrification Tank Distribution Structures, and Coating of Two (2) Nitrification Clarifiers.
  - Review Comments on 90% review plans from SDD via in person meeting on 9/19/23.
  - 100% Review Plans submitted to SDD via OneDrive on 9/21/23.
- Meetings:
  - 90% Plan Review Mtg. in person on 9/19/23.
- Schedule: Project is on schedule. Latest information provided by SDD was intent to bid project in October. Any additional plan modifications will be addressed once received. At this time, no additional work is anticipated for this specific task order, but staff is available if need arises.

In the coming month we anticipate the following:

- District to finalize Bid Documents, distribute plans, answer any questions, and open bids.
- No additional tasks for project 23ENG99.
- Continued coordination with SDD staff for upcoming work.

Please call me at 217-369-4653 if you have any questions.

Very Truly Yours,  
Clark Dietz, Inc.

Chad W. Larimore  
Project Manager

SANITARY DISTRICT OF DECATUR, IL  
Project: Admin Sidewalk and Stairs Replacement

CONTRACT / AGREEMENT

FOR

2023

Admin Sidewalk and Stairs  
Replacement



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This Contract is by and between The Sanitary District of Decatur, IL (Owner) and  
Christy-Foltz Co., Inc (Contractor).

Owner and Contractor hereby agree as follows:

## ARTICLE 1 - THE WORK

### 1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
  - 1. **Admin Sidewalk Replacement** which includes: **Removing existing sidewalk, stairs, and handrail along the east side of the administration building. Replacing sidewalk, stairs, and handrail. Stairs to have embeds and concrete overlay once top section of stairs are removed.**
  - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located at the Sanitary District of Decatur's Main Treatment Plant.

## ARTICLE 2 - CONTRACT DOCUMENTS

### 2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. The Plans and Specifications are intended to be explanatory of each other. Any work indicated on the plans and not in the specifications, or vice versa, shall be executed as if indicated in both.
- C. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- D. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

- E. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
  - 1. This Contract.
  - 2. Specifications listed in the Specifications Index.
  - 3. Drawings as listed on the Drawing Sheet Index.
  - 4. Addenda.
  - 5. Exhibits to this Contract (enumerated as follows):
    - a. **Record Drawings (1 page)**
    - b. **Project Plans (6 pages)**
  - 6. The following which may be delivered or issued on or after the Effective Date of the Contract:
    - a. Work Change Directives
    - b. Change Orders.
    - c. Field Orders.

**ARTICLE 3 - ENGINEER**

3.01 Engineer

- A. The Engineer for this Project is **Sanitary District of Decatur Engineering Director, Donald Miller, P.E.**

**ARTICLE 4 - CONTRACT TIMES**

4.01 Contract Times

- A. The Work will be substantially completed within **90** days after the Effective Date of the Contract and completed and ready for final payment within **120** days after the Effective Date of the Contract.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **\$225** for each day that expires after the Contract Time for substantial completion.

4.03 Progress Schedules

- A. The Contractor is solely responsible for the planning, supervision, and direction of the work. The Contractor has the authority to determine the means, methods, techniques, sequences and procedures of the construction except in those instances where the Owner specifies in the Contract a means, method, technique, sequence or procedure for construction of a particular aspect of the work. The Contractor shall prepare a progress schedule that clearly indicates a comprehensive plan for completing the work within the allotted time.
- B. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- C. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

4.04 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price.
  - 1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment.
    - a. Being Essential to Contractor's ability to complete the Work within the Contract Times.
    - b. Not resulting from Contractor's failure to coordinate the work with the Owners Representative.
    - c. Contractor must notify the Owners Representative at time of occurrence.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

**ARTICLE 5 - CONTRACT PRICE**

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Removal of Existing Concrete Stairs for Concrete Overlay (4'wide. Includes removal of Handrail)	L.S.	1	\$ 4000.00	\$ 4000.00
2	Concrete Overlay of Stairs (4' wide)	L.S.	1	\$ 26,922.00	\$ 26,922.00
3	Removal of Existing Concrete Sidewalk (4'x4")	L.F.	92	\$ 34.00	\$ 3128.00
4	Installation of Concrete Sidewalk (4'x4")	L.F.	92	\$ 34.00	\$ 3128.00
5	Installation of New Handrail and Slip Plates	L.S.	1	\$ 17,000.00	\$ 17,000.00
<b>Total of all extended prices for Estimated Quantities of Work</b>					<b>\$ 54,178.00</b>

Alternate 1. Add to Base Bid

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Removal of Existing Concrete Stairs in their Entirety (4'wide. Includes removal of Handrail)	L.S.	1	\$ 4000.00	\$ 4000.00
2	Installation of Concrete Stairs (4' wide)	L.S.	1	\$ 14,000.00	\$ 14,000.00
<b>Total of all extended prices for Estimated Quantities of Work</b>					<b>\$ 18,000.00</b>

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

**ARTICLE 6 - BONDS AND INSURANCE**

6.01 Bonds

- A. No bonds required for this project.

6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A or better or a comparable rating by another generally accepted rating company, and shall be issued on an occurrence basis. Such insurance shall be primary to any insurance that the Owner has or may have covering the matters outlined, and shall be non-contributory as to the Company's other coverage, and all policies shall be so endorsed; notwithstanding any conflicting "Other Insurance" or similar provision contained in the applicable policies. The Owner's insurance coverage shall be considered excess or secondary.
- B. During the progress of the work and while any of the employees of the Contractor or its subcontractors remain at the site, the Contractor shall maintain the following types and amounts of insurance, and shall furnish the Owner with its certificates and the certificates of its listed subcontractors therefore, in substantially the same form as the certificate attached hereto, prior to commencement or continuation of any work at the site.
- C. Contractor shall provide insurance in accordance with the following:
  1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:
    - a. **Workers' Compensation:** Workers' Compensation Insurance (including Employer's Liability – Coverage B) for all of the Contractor's employees employed in connection with the contract, work order and/or purchase order. This insurance shall include borrowed servant or alternate employer endorsement stating that an action brought against the Owner by an employee of the Contractor under the theory of "Borrowed Servant" or "Alternate Employer" will be treated as a claim against the Contractor. Any subrogation rights and indemnification rights and any and all liens related to Workers' Compensation payment shall be waived as to any claim or suit by anyone against the Owner, Engineer, and/or City of Decatur, and the Contractor shall obtain Workers' Compensation Insurance that specifically provides for said waiver, unless specifically prohibited by applicable Law. Employer's Liability – Coverage B shall have limits of at least \$1,000,000 for any one occurrence of bodily injury (including, but not limited to, death). In the event any of the work shall be on, located at, or otherwise related to railroads, the Contractor shall maintain FELA coverage having limits of at least \$5,000,000 for any one occurrence.
    - b. **Commercial General Liability:** Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following minimum coverages and endorsements:
      - 1) Products and completed operations coverage maintained for three years after final payment;
      - 2) Blanket contractual liability coverage to the extent permitted by law;
      - 3) Broad form property damage coverage; and

- 4) Severability of interest which provides that the insurance applies separately to each insured and that the policy covers claims for suits by one insured against the other;
- 5) Underground, explosion, and collapse coverage; personal injury coverage.

General Aggregate	\$ <u>2,000,000.00</u>
Products - Completed Operations Aggregate	\$ <u>2,000,000.00</u>
Personal and Advertising Injury	\$ <u>1,000,000.00</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000.00</u>
Fire Limit	\$ <u>300,000</u>
Medical Expense Limit	\$ <u>5,000</u>

- c. **Automobile Liability:** Automobile Liability Insurance (caused by an owned, non-owned, or rented vehicle) shall be primary as to the Owner for bodily injury (including, but not limited to, death) and/or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis

Single Limit:	\$ <u>1,000,000.00</u>
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- d. **Excess or Umbrella Liability:**

Per Occurrence	\$ <u>5,000,000.00</u>
General Aggregate	\$ _____

Coverage shall be in excess of the Employer's Liability, Automotive Liability and General Liability policies, subject to industry-standard exclusions, unless one of the following is checked by two authorized representatives of the Owner and if so the limit shall be:

\$3,000,000	_____	_____	District Representatives
\$2,000,000	_____	_____	District Representatives

The coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy..


- e. **Contractor's Pollution Liability:**

Each Occurrence	\$ <u>N/A</u>
General Aggregate	\$ <u>N/A</u>

- D. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to the insured and additional insured.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. These policies identified shall expressly provide primary coverage to all insureds, and shall contain a Cross Liability or Severability of Interest Clause which provides that the insurance applies separately to each insured and that the policy covers claims for suits by one insured against the other. **ALL ADDITIONAL INSURED'S SHALL BE COVERED ON A PRIMARY AND NON-CONTRIBUTORY BASIS FOR ALL OF THE COVERAGE REQUIRED HEREIN.**
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. **Builders Risk Insurance:** The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
1. The Builders Risk insurance shall provide "All Risk" coverage which names the Owner as an additional insured. The Contractor shall be responsible for any deductible under the policy.
  2. The deductible shall not exceed \$2,500 and the deductible amount shall be the responsibility of the contractor. Coverage provided by the contractor shall be limited and defined by the actual terms and conditions of the policy.
- G. **Owners Protective Liability Insurance.**
1. The Contractor shall maintain Owners Protective Liability Insurance coverage name the OWNER with a minimum single limit of \$1,000,000.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.



**SAMPLE INSURANCE CERTIFICATE**

		<b>(SAMPLE) CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY)														
<p><b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</b></p>																		
<p><b>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</b></p>																		
<p><b>PRODUCER</b></p>	<p><b>CONTACT NAME:</b> _____</p> <p><b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____</p> <p><b>E-MAIL ADDRESS:</b> _____</p>																	
<p><b>INSURED</b></p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>				INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b>		<b>REVISION NUMBER:</b>														
<p><b>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</b></p>																		
INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS											
	<p><b>GENERAL LIABILITY</b></p> <p><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</p> <p><input checked="" type="checkbox"/> Owner's &amp; Contractor's Prot.</p> <p><input checked="" type="checkbox"/> Contractual Liability</p> <p>GEN'L AGGREGATE LIMIT APPLIES PER:</p> <p><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC</p>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				<p>EACH OCCURRENCE \$ 1,000,000</p> <p>DAMAGE TO RENTED PREMISES (Ea. occurrence) \$</p> <p>MED EXP (Any one person) \$ 5000</p> <p>PERSONAL &amp; ADV INJURY \$ 1,000,000</p> <p>GENERAL AGGREGATE \$ 2,000,000</p> <p>PRODUCTS - COM/OP AGG \$ 2,000,000</p> <p>FIRE DAMAGE \$ 300,000</p>											
	<p><b>AUTOMOBILE LIABILITY</b></p> <p><input checked="" type="checkbox"/> ANY AUTO</p> <p><input type="checkbox"/> ALL OWNED AUTOS</p> <p><input checked="" type="checkbox"/> HIRED AUTOS</p> <p><input type="checkbox"/> SCHEDULED AUTOS</p> <p><input checked="" type="checkbox"/> NON-OWNED AUTOS</p>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				<p>COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000</p> <p>BODILY INJURY (Per person) \$</p> <p>BODILY INJURY (Per accident) \$</p> <p>PROPERTY DAMAGE (Per accident) \$</p> <p>\$</p>											
	<p><input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR</p> <p><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE</p> <p>DED <input type="checkbox"/> RETENTION \$</p>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				<p>EACH OCCURRENCE \$ 5,000,000</p> <p>AGGREGATE \$</p> <p>\$</p>											
	<p><b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b></p> <p>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)</p> <p>If yes, describe under DESCRIPTION OF OPERATIONS below</p> <p style="text-align: right;">Y/N <input type="checkbox"/> N/A <input checked="" type="checkbox"/></p>						<p><input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER</p> <p>E.L. EACH ACCIDENT \$ 1,000,000</p> <p>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000</p> <p>E.L. DISEASE - POLICY LIMIT \$ 1,000,000</p>											
<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)</p> <p>Re: Work performed at all Sanitary District of Decatur premises and/or job sites. The Certificate Holder is named as an Additional Insured on a Primary and Non-contributing basis on the General Liability, Automobile, and Umbrella policies (and any other specified coverage). A Waiver of Subrogation and Lien in favor of Certificate Holders applies to Workers Compensation and all other policies.</p>																		
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>														
<p>Sanitary District of Decatur</p> <p>Attn.: Kent B. Newton, Director of Administration</p> <p>501 Dipper Lane</p> <p>Decatur, Illinois 62522</p>				<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>														
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## **ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES**

### **7.01 Supervision and Superintendence**

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

### **7.02 Other Work at the Site**

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- B. Contractor shall coordinate all work with the Owners Representative and Owners daily operations. The Contractor work shall not adversely impact Owners business activity.

### **7.03 Services, Materials, and Equipment**

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

### **7.04 Subcontractors and Suppliers**

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

### **7.05 Quality Management**

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, Inspection Reports, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work 1 printed copy and 1 electronic copy.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. All persons on the Site or who may be affected by the Work;
  - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract

Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

- D. 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 Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval.
- H. Contractor shall direct Owners specific attention in writing to scope revisions other than the corrections called for by Engineer on previous submittals.
- I. Shop drawings are not Contract Documents.

#### 7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

**ARTICLE 8 - OWNER'S RESPONSIBILITIES**

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- F. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- G. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

## **ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION**

### 9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

## **ARTICLE 10 - CHANGES IN THE WORK**

### 10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

### 10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.

- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

#### **ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS**

##### **11.01 Differing Conditions Process**

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made.

#### **ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION**

##### **12.01 Claims Process**

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction in Macon County, IL. unless the Owner and Contractor both agree to an alternative dispute resolution process.

**ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK**

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

**ARTICLE 14 - PAYMENTS TO CONTRACTOR**

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work



have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall retain **10** % of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is incomplete or defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion

thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
  - 1. All documentation called for in the Contract Documents; 1 written copy and 1 electronic copy
  - 2. Consent of the surety to final payment;
  - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
  - 4. A list of all disputes that Contractor believes are unsettled; and
  - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

#### 14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

### **ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION**

#### 15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

#### 15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.

- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
  - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
  - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

## **ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS**

### 16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
    - a. The cost, progress, and performance of the Work;
    - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
    - c. Contractor's safety precautions and programs.
  5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 17 - MISCELLANEOUS**

### 17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise

imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

**ARTICLE 18 - WAGE RATES**

18.01 All contracts for this project are subject to the Illinois Prevailing Wage Act (**820 ILCS 130 et seq.**), therefore the following conditions will be required:

- A. Not less than the prevailing rate of wages as found by the (public body) or Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under this Contract. These prevailing rates of wages are included in this Contract at the end of the Special Conditions section.
- B. The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each person.
- C. The submission by the Contractor and each subcontractor of payrolls, or copies thereof, are required. However, the Contractor and each subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this contract.
- D. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this Contract, but such revisions shall not be considered a valid claim by the Contractor for increased compensation.

**ARTICLE 19 - CONTRACTOR SAFETY**

- 19.01 The General Contractor assumes and has full responsibility and liability for the safety of all its employees and full responsibility for safety compliance by its subcontractors. The Contractor shall maintain the jobsite and perform all work in a manner which meets the Owner’s responsibility under statutory and common law for the provisions of a safe work environment. The contractor shall perform work in such a manner as to never put the general public at risk
- 19.02 The Contractor, Subcontractors, and contracted workers shall abide by federal regulations 29 CFR Part 1910, “OCCUPATIONAL SAFETY AND HEALTH STANDARDS” and 29 CFR PART 1926, “OCCUPATIONAL SAFETY AND HEALTH REGULATIONS FOR THE CONSTRUCTION INDUSTRY”, and all other federal, state, local safety, environmental, and health laws and regulations. In any instance where this document is in conflict with state, federal, or local laws or regulations, the more stringent law shall supersede this document.
- 19.03 Contractors and subcontractors shall abide by the Illinois Substance Abuse Prevention on Public Works Act (**820 ILCS 265 et seq.**). Employee substance abuse is prohibited on this project, all contractors and subcontractors upon request by Owner must provide verification that they have implemented a substance abuse prevention program that is in compliance with the above Act.
- 19.04 Personal Protective Equipment (PPE) shall be furnished by the Contractor or subcontractor and will be determined by the contractor or subcontractor Safety Officer with the following exceptions:
- A. Owner may determine “Hard Hat” areas
  - B. Owner may determine “Safety Glasses” areas
  - C. Owner may determine “Safety Shoes” areas
- 19.05 Owner equipment, forklifts, bobcats, backhoes, trucks, etc. shall not be used by contractors, subcontractors or their employees.
- 19.06 Contractor shall immediately report any unsafe condition, injury, and emergency to the Owner’s representative or Safety Officer. In case of emergencies, Contractor may contact any Sanitary District personnel in the area.
- 19.07 PRIOR TO STARTING THE WORK, CONTRACTOR SHALL INITIATE A PRE-CONSTRUCTION CONFERENCE DURING WHICH THE FOLLOWING ITEMS, AT A MINIMUM, SHALL BE COVERED:**
- A. WRITTEN CONSTRUCTION SCHEDULE / PLAN
  - B. WRITTEN SUBMITTAL LISTING
  - C. WRITTEN SAFETY PLAN
  - D. WRITTEN ENVIRONMENTAL PROTECTION PLAN (SWPPP as required)

**ARTICLE 20 - EMPLOYMENT PRACTICES**

- 20.01 The Contractor, during the performance of this contract, agrees to comply with Employment of Illinois Workers on Public Works Act (**30 ILCS 570 et seq.**).

SANITARY DISTRICT OF DECATUR, IL  
Project: Admin Sidewalk and Stairs Replacement

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

\_\_\_\_\_

**Christy-Foltz Co., Inc**

\_\_\_\_\_

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

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

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

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

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

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

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

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

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

Address for giving notices:

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License No.: \_\_\_\_\_  
(where applicable)

## **SCOPE OF SERVICES AND COMPENSATION**

### **NEW LABORATORY DESIGN SUPPORT**

#### **OBJECTIVE**

The objective of this scope of services is to provide a summary of the tasks Black & Veatch (BV) will own for the new laboratory design within the new Administration Building for the Sanitary District of Decatur (SDD).

#### **OVERVIEW OF SCOPE OF SERVICES**

Black & Veatch will provide laboratory design services to the Sanitary District of Decatur as part of their new Administration Building currently under design with Architectural Expressions, LLP (AEX). BV's scope of work will include design coordination with AEX and the District to produce final architectural detailed design drawings and specifications for the laboratory. The laboratory design documents provided by BV will be standalone documents that AEX will include as "reference documents" in their final construction documents.

#### **SCOPE OF WORK**

BV's scope of work from conceptual design through detailed design, will include the following:

1. BV will work with the Sanitary District of Decatur to establish design criteria for their new laboratory. This effort includes a questionnaire for District's lab staff, virtual coordination meetings with the District and AEX, review of current lab layout and components, review of current testing procedures, and review of future testing possibilities.
2. BV will conduct a one-day site visit to the facility. This assumes two (2) BV team members. The site visit will include interviews with SDD staff as applicable.
3. BV will provide conceptual and detailed architectural design drawings for the laboratory. Drawings anticipated but not limited to include the following:
  - a. Overall Laboratory Floor Plan.
  - b. Enlarged Laboratory Floor Plans (3-4 drawings total).
  - c. Laboratory Cabinetry Elevations (3-4 drawings total).
  - d. Laboratory Furnishings Schedule (includes cabinetry, sinks, faucets, fume hoods, and all other laboratory components built-in to the cabinetry).
4. BV will provide specifications covering the laboratory cabinetry and equipment (two separate specification sections).
5. BV's design input will be limited to spaces directly related to the function of the laboratory (general lab rooms, lab storage, walk-in coolers, DI water supply, lab offices, and sample receiving).

The following items are not included in BV's laboratory design scope and are expected to be covered by AEX (BV to provide input/recommendations as necessary for coordination):

1. Doors/hardware, windows, and louvers associated with the lab spaces.
2. Wall, floor, and ceiling materials/finishes.
3. Electrical, HVAC, and Plumbing (supply and drain lines). BV's laboratory drawings will show locations for outlets but will defer to AEX for routing power throughout the lab. BV's laboratory drawings will show plumbing fixtures and model numbers but will defer to AEX for routing water supply and drain lines throughout the lab.



## **SCHEDULE**

Black & Veatch anticipates a schedule duration of six to nine months.

## **ASSUMPTIONS**

1. Per the Space Needs and Building Utilization Report by AEX (dated 9/14/2021), the overall laboratory space is anticipated to be between 5,500 and 8,000 gross square feet in an entirely new building.
2. BV drawings will be produced in Revit software (3D model).
3. Maximum of 3 client deliverables (conceptual, 60%, and 100%). Internal BV QC reviews will occur prior to each client deliverable. Each deliverable includes a virtual review meeting to discuss comments and revisions.
4. Maximum of 2 conceptual laboratory layout revisions included.
5. Interior realistic 3D renderings are not included.
6. Color boards are not included.
7. Cost estimating for laboratory cabinetry/equipment is not included.
8. All review meetings will be held virtually

## **SUPPLEMENTARY SERVICES**

1. Construction phase services
2. Laboratory equipment procurement assistance
3. Signing/sealing documents for permitting/bid/construction

## **COMPENSATION**

For the services covered by this agreement, Owner agrees to pay Engineer as follows

- A. Services provided by Engineer's employees shall be invoiced by Engineer and paid by Owner based on the actual time billed to the project at hourly billing rates specified for personnel performing the services plus approved reimbursable expenses in an amount not to exceed seventy-one thousand six hundred Dollars (\$71,600).
- B. The Owner shall reimburse Engineer's expenses, including costs for travel, printing and reproduction, postage and shipping, safety items, laboratory services, and subcontracts, plus a 5% fee.
- C. Billing rates shall be adjusted effective January 1 of each successive year during the term of this agreement.
- D. If a supplemental service is identified, it shall be specifically authorized by the Owner and a not to exceed price shall be established before the additional services begins.
- E. Monthly payments shall be made to Engineer by Owner based on Engineer's statement.
- F. The entire amount of each statement shall be due and payable upon receipt by Owner. Carrying charges of 1 percent per month from the invoice date shall be due for accounts that are not paid within 45 days after the invoice date.