

**CONTRACT DOCUMENTS
AND PROJECT SPECIFICATIONS
FOR**

Reynolds East District Tile Rehabilitation Project Phase 1

Rob Roy Drainage District No. 2

September 19, 2012

Consultant:
WBK Associates, Ltd.
116 W. Main Street Suite 201
St. Charles, IL 60174
630-443-7755

I hereby certify that these documents were prepared under my direct supervision

(original signed and sealed for District files only)_____

John Wills, P.E.
Illinois Registered Professional Engineer
No. 062-041816
Expires 11/30/13

Project No. 11-0158

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NOTICE TO BIDDERS

Sealed bids submitted in a sealed envelope with the words "Reynolds East District Tile Rehabilitation" clearly marked on it, will be received by the Rob Roy Drainage District No. 2 until **5:00 pm local time., Tuesday, October 9, 2012** at the Sugar Grove Township Assessor's Office, 54 Snow Street, Sugar Grove, IL. The Bids will be opened and publically read out loud at 5:30 pm, prior to the scheduled Drainage District Board Meeting on October 9, 2012

The scope of work includes:

- Installation of Catch Basins with closed lids on the existing District tile
- Field Tile repairs as uncovered in the Field and directed by the Engineer
- Restoration and disposal of excess excavated Material

This work shall be done in accordance with the plans and specifications as prepared by Wills Burke Kelsey Associates, Ltd. Copies of the plans and specifications may be obtained by download from the website of the Sugar Grove Township Assessor in Adobe .pdf file format. All Bidders downloading plans must send an e-mail with the name, mailing address and e-mail address of the authorized contact person for the company to rrdd2clerk@gmail.com. All communications regarding questions or addendum notifications will be by e-mail only.

A 5% Bid Bond, Certified or Cashier's check, or Bank Draft made payable without condition to the Rob Roy drainage District No. 2 is required as a condition of the bid submittal.

Bidders may be required to submit a statement of qualifications and experience to be considered as responsive and qualified.

The Contractor and sub-contractors shall pay not less than the current prevailing wages at the time of the signing of the contract as found by the Department of Labor or as determined by the Court of Appeal, to all his/her employees performing work under the Contract. A signed certification stating the above as well as the fact that the bidder is not barred from bidding as a result of a violation of either Section 33E-3 or 33E-4 of Chapter 38, Illinois Revised Statutes, 1987 (as amended) must be submitted by the successful bidder as part of this contract.

The Rob Roy Drainage District No. 2 reserves the right to reject any or all bids and waive technicalities. In addition, the District reserves the right to hold all bids for up to 45 days after opening.

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS.

The term "Bidder" means one who submits a Bid directly to Owner (Rob Roy Drainage District No. 2), as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" (who may also be the lowest Bidder) means the Bidder who on the basis of Owner's evaluation as hereinafter provided is qualified, responsible and responsive to whom Owner makes an award. The term "Bidding Documents" includes the Notice to Bidders, Instructions to Bidders, the Proposal and Bid Form, the proposed Contract Documents and Project Specifications (including all Addenda issued prior to receipt of Bids), and the plans prepared by the "Engineer" (Wills Burke Kelsey Associates, Ltd.).

2. COPIES OF BIDDING DOCUMENTS.

2.1. Complete sets of the Bidding Documents are available for download as stated in the Notice to Bidders at no cost.

2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS.

To demonstrate qualifications to perform the Work and to be considered responsive and to consider the proposal as complete, each Bidder must be prepared to submit, if requested by e-mail, **with the Bid Form**, written evidence of the Bidder's ability to perform the Work. The submittal should be prepared using the Affidavit of Experience provided hereafter. The submittal shall consist of, but not be limited to: previous experience, present commitments, current key personnel and equipment, tentative subcontractors, and a listing of similar projects completed by the Contractor with appropriate references. Additionally the following qualifications shall be demonstrated:

- 3 projects with similar scope, quantities and contract amount performed within Illinois
- A list of personnel anticipated to be involved with this project
- A list of equipment to be used on the project indicating if the equipment is owned or leased

Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

4.1. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify the Owner of all conflicts, errors or discrepancies in the Contract Documents, in writing, five days prior to the bid opening.

4.2. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and Engineer do not assume responsibility for the accuracy or completeness thereof. The Districts Tile System is very old and its location and condition were depicted in the plans based on limited field investigation, and no complete record of the existing system exists.

4.3. Before submitting a Bid each Bidder will be responsible to make or obtain such explorations, tests and data concerning physical conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents. A bidder by submitting a bid represents that it has visited the site and become familiar with all the conditions under which work is to be performed. No extra compensation will be allowed by reason of any matters or things concerning the project which the bidder did not inform itself of prior to bidding

4.4. On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations. Limited investigation of subsurface conditions at the proposed site of work has been made for the purpose of design. The Rob Roy drainage District No. 2 and Wills Burke Kelsey Associates, Ltd. assume no responsibility whatever with respect to the sufficiency or accuracy of these preliminary investigations, nor their interpretation, and there is no guarantee, either expressed or implied that conditions indicated on the plans are representative of those existing throughout the work or any part of it, or that unforeseen developments will not occur. Investigation of subsurface conditions at the site is the responsibility of the bidder. The contractor should expect wet subsoils and dewatering work as part of his bid price.

4.5. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

4.6. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA.

5.1. All questions about the meaning or intent of the Contract Documents are to be directed to the Owner. Interpretations or clarifications considered necessary by the Owner in response to such questions will be issued by Addenda e-mailed to all parties recorded by the Owner as having downloaded the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Questions answered by e-mail or a formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. BID SECURITY.

6.1. Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety.

6.2. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within ten (10) days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh (7th) day after the Effective Date of the Agreement or the ninety-first (46th) day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within fourteen (14) days after the Bid opening.

6.3. Attorneys-in-fact who sign Bid Bond must file with the Bond a certified and effective dated copy of their power-of-attorney.

7. CONTRACT TIME.

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

8. LIQUIDATED DAMAGES.

Provisions for liquidated damages, if any, are set forth in the Special Provisions.

9. SUBSTITUTE OR "OR-EQUAL" ITEMS.

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to the Owner, application for such acceptance will not be considered by the Owner until after the Effective Date of the Agreement.

10. BID FORM.

10.1. All Bids must be made on the required Bid Form. The Bid Form is included with the Bidding Documents.

10.2. All blanks on the Bid Form must be completed in ink or typed.

10.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be

affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

10.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10.5. All names must be typed or printed below the signature.

10.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

10.7. The address and telephone number and e-mail address for communications regarding the Bid must be shown.

10.8. A Bid price shall be made for all items of work and materials indicated in the bid schedule for each section of work. When alternative bids are included in the Bid Form, a bid price shall be submitted for all alternatives described in the documents as provided in the Bid Form. A Bid price shall be totaled for the bid items and alternative bid items shown on the Bid Form. The Owner shall select which alternate, if any, will be awarded.

10.9. When the Bid Form includes an item for cash allowances, the Bid price shall include such amounts as the bidder deems proper for overhead and profit on account of cash allowances named in the Contract Documents as provided in the Standard Specifications.

11. SUBMISSION OF BIDS.

Bids shall be submitted at the time and place indicated in the Notice to Bidders and shall be enclosed in an opaque sealed envelope, marked with the Project title and if applicable, the designated portion of the Project for which the Bid is submitted, and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. The Following must be submitted for a bid to be considered:

- Proposal with signature page
- Schedule of pay items and prices
- Bid bond or other security
- Certification for Bid
- Certification for Drug Free Workplace
- Subcontractor/supplier list (if requested by the Engineer)
- Affidavit of Experience (if requested by the Engineer)

12. MODIFICATION AND WITHDRAWAL OF BIDS.

12.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

12.2. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a

material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

13. OPENING OF BIDS.

Bids will be opened and (unless obviously non-responsive) read aloud publicly at a time and place in accordance with the Notice to Bidders. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

14. BIDS TO REMAIN SUBJECT TO ACCEPTANCE.

All bids will remain subject to acceptance for forty-five days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

15. AWARD OF CONTRACT.

15.1. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of and Bidder if Owner believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

15.2. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award. It is the intent of the District to award the contract to the lowest qualified, responsible and responsive bidder, based on the combination of base bid and bid alternates yielding the lowest overall project cost. Bidders who have not submitted qualifications with the Bid Form when requested will not be considered responsive or qualified.

15.3. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Contract Documents. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

15.4. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

15.5. If the contract is to be awarded, it may be awarded to the lowest but will be awarded to a qualified Bidder who has fully complied with bid requirements and whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project. If the lowest bidder happens to be best qualified bidder to perform the work he or his firm will be the Successful Bidder.

15.6. If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within three days after the day of the Bid opening. Should there be reasons the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and Bidder.

16. CONTRACT SECURITY.

16.1. Performance and Payment bonds must be provided by the successful bidder in amounts each equal to 100% of total bid amount including any/all alternates chosen by the Owner. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

16.2. Attorneys-in-fact who sign performance and payment bonds must file with each bond a certified and effective dated copy of their power-of-attorney.

16.3. The date of all bonds and certifications shall be coordinated with Owner to coincide with the date of the Agreement.

17. SIGNING OF AGREEMENT.

17.1. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within three days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within one day thereafter Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

17.2. In case of failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default, in which case the Bid Security accompanying the proposal shall become the property of the Owner.

18. SALES AND USE TAXES.

Under Rule No. 40 of the Illinois Retailer's Occupation Tax Rules, issued April 15, 1965, sales to governmental bodies are exempt from State and Local Retailer's Occupation Tax, State and Local Service Occupation Tax, Use Tax and Service Use Tax.

19. APPLICABLE LAWS, ORDINANCES, RULES, AND REGULATIONS

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.

20. PREVAILING WAGE & CERTIFIED PAYROLL.

As set forth in the Kane County Prevailing Wage for September 2012, the general prevailing rate of wages in the locality for each craft or type or worker or mechanic needed to execute the Contract or perform such work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the public body or by the Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work, and it shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor under him,

and where the public body performs the work, upon the public body, to pay not less than the specified rates to all laborers, workers and mechanics employed by them in the execution of the Contract or such work.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, in connection with said public work, and showing also the actual hourly wages paid to each of such persons, which record shall be open at all reasonable hours to the inspection of the public body awarding the Contract, its officers and agents, and to the Director of Labor and his deputies and agents. **Furthermore the Contractor and all Subcontractors shall submit Certified Payroll documentation in accordance with Illinois Department of Labor requirements on a monthly basis and/or with any pay request.**

21. BIDDING CERTIFICATE.

A statement certifying that the Bidder is not barred from bidding on the Project Specifications as a result of a violation of either Section 33E-3 or 33E-4 of Chapter 38, Illinois Revised Statutes, 1987 (as amended) shall be submitted with the Bid prior to the time of the Bid opening. The certificate form is attached to the Project Specifications.

22. PHOTOCOPIED BID PROPOSAL

The Contractor shall submit the original bid documents along with a copy of the bid proposal which can be removed from the original documents. The copy shall be a photocopy of the original and be placed in the designated location in the Bid Documents.

23. CONTRACT QUANTITIES

Any discrepancies or disagreement with the plan quantities must be provided to the District in writing, prior to or at the bid opening.

The Rob Roy Drainage District No. 2 has limited funds available to complete this project. Therefore, the Contractor is herein notified that the Drainage District reserves the right to add or delete items and delete sections of the improvement from this Contract as deemed necessary. The aforementioned deletions or additions shall not alter the contract unit prices for this improvement.

PROPOSAL

The following proposal is hereby made to the **Rob Roy Drainage District No. 2**, hereinafter called the Owner. Proposal is submitted in duplicate by _____

The undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform all work associated with the Reynolds East District Tile Rehabilitation Phase 1 Project in accordance with the Specifications and procedural documents attached, and other contractual documents, including the plans.

In submitting this proposal the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein and that the Proposal is made without collusion with any other person, firm, or corporation.

The Undersigned acknowledges receipt of the following Addenda.

<u>Addendum No.</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Undersigned declares that he has examined the Contract Documents and is familiar with the local conditions at the site where the work is to be performed and with the conditions affecting the Contract and the requirements of the construction and understands that in making this Proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further agrees to begin work not later than 3 days after the issuance date of the notice to proceed unless otherwise provided and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will insure its completion by the completion date, it being understood and agreed that the completion within the time limit is an essential part of the Contract.

Any discrepancies or disagreement with the plan quantities must be provided to the District in writing, prior to or at the bid opening.

PROPOSAL FORM - SCHEDULE OF PAY ITEMS AND PRICES

BASE BID

SPECIAL PROVISION	ITEM	QNTY	UNIT	UNIT PRICE	AMOUNT
SP-17	1. CATCHBASIN TYPE A, 4'- DIAMETER, SPECIAL FRAME CLOSED LID	20	EACH		
SP-17	2. FIELD TILE CONNECTION PIPE, PVC SDR-26 SOLID, 30" DIAMETER	20	LIN. FT		
SP-17	3. FIELD TILE CONNECTION PIPE, PVC SDR-26 SOLID, 24" DIAMETER	380	LIN. FT.		
SP-18	4. FIELD TILE REPAIR, PVC SDR-26 SOLID, 30" DIAMETER	20	LIN FT		
SP-18	5. FIELD TILE REPAIR, PVC SDR-26 SOLID, 24" DIAMETER	500	Lin. Ft.		
SP-18	6. LATERAL CONNECTION	10	EACH		
SP-19	7. CONSTRUCTION STAKING AND LAYOUT	1	LUMP SUM		
SP-20	8. AS-BUILT DRAWINGS	1	LUMP SUM		

TOTAL = _____

Total in words

SUBCONTRACTOR / SUPPLIER LIST

(Submit if requested by e-mail)

The following information gives the name, business address, and portion of work (description of work) for each subcontractor and equipment supplier listed below that will be used in the work if the bidder is awarded the Contract. Each listed discipline must be completed prior to the time of the bid opening. Failure to complete this section may result in the Bid being declared non-responsive.

(Additional supporting data may be attached to this page. Each page shall be sequentially numbered, e.g., 00430-2, and headed "Subcontractor / Equipment Supplier List" and shall be signed.)

SUBCONTRACTOR LIST

Name	Business Address	Description of Work
_____	_____	Restoration
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EQUIPMENT SUPPLIER LIST

_____	_____	HDPE Pipe
_____	_____	Precast Conc. Manhole
_____	_____	Seed
_____	_____	Blanket
_____	_____	_____

Signature of Bidder

END 00430

AFFIDAVIT OF EXPERIENCE

(Submit if requested by e-mail)

STATE OF _____)

)SS

COUNTY OF _____)

_____ being duly sworn, that he is

_____, of _____
(Sole owner, member of firm, corporate official) (Individual, firm, or corporate name)

which has done work for the following parties of the general kind and approximate magnitude under this contract:

<u>Name of Owner</u>	<u>Job Description/Location</u>	<u>\$ Amount</u>	<u>Year</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

and that _____ will utilize the following equipment:
(the, said firm, said corporation)

<u>Machine</u>	<u>Year & Owned / Leased</u>	<u>Machine</u>	<u>Year & Owned / Leased</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

and that _____ will be assigned to work
(Name of Superintendent)

under this contract, and that his experience in this kind of work is as follows:

<u>Name of Job</u>	<u>Engineer or Owner</u>
_____	_____
_____	_____
_____	_____

and that _____ will be subcontracted to perform the following work
(Name of Superintendent)

under this contract, and that his experience in this kind of work is as follows:

<u>Name of Subcontractor</u>	<u>Work Scope</u>	<u>References</u>

Signature: _____

Subscribed and sworn to before me this _____ day of _____ 20____.

Notary Public

RETURN WITH BID

Route _____
County Kane
Local Rob Roy Drainage District
Section Reynolds easy Phase 1

Signature of _____
Business _____

(If an individual)

Firm _____

Signed By _____

Business _____

Insert
Names and
Addresses of
All Partners



(If a partnership)

Corporate _____

Signed By _____

Business _____ President

Insert
Names of
Officers



President _____
Secretary _____
Treasurer _____

(If a corporation)

Attest _____
Secretary

BLR 12223 (Rev. 7/05)

CERTIFICATION FOR BID

The undersigned, as a duly-authorized representative of the Bidder do hereby certifies to The Rob Roy Drainage Districe No. 2, Kane County, Illinois, that the bidder is not barred from bidding upon the Bid Specifications for the Project known as Reynolds East District Tile Rehabilitation Phase 1, as a result of a violation of either Section33E-3 or33E-4 of Chapter 38, Illinois Revised Statutes, 1987 (As Amended).

All laborers, mechanics and any other workers employed in this Public Work contract, whether employed by the Contractor or any Sub-contractors, shall be paid in accordance with the prevailing wages accepted and approved by the Rob Roy Drainage District No.2 as attached to the Contract Documents and Project Specifications.

NAME

COMPANY

DATE

**ROB ROY DRAINAGE DISTRICT NO. 2
BID BOND**

We, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the ROB ROY DRAINAGE DISTRICT NO.2, a Drainage District in the State of Illinois, in the sum of _____ Dollars (\$_____). We hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Principal has hereby submitted to the Rob Roy Drainage District No. 2 a certain Bid attached hereto and hereby made a part hereof for the Project described as:

Reynolds East District Tile Rehabilitation Phase 1

If Principal fails to execute a contract and furnish a performance bond and a labor and materials or payment bond as provided for in its bid or otherwise fails to perform any of the obligations created by the acceptance of said bid, Principal's bid deposit shall become and be the property of the Rob Roy Drainage District No. 2 as and for reasonable liquidated damages, which shall not be construed as a penalty, but as an actual estimate of damages.

If such Bid is rejected because of death, disability, or clearly apparent clerical error, Principal's bid bond shall be returned to Principal.

Surety, for value received, the sufficiency of which is hereby acknowledged, hereby agrees that its obligations and this bond shall in no way be impaired or affected by an extension of the time in which the Rob Roy Drainage District No. 2 may accept such bid and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and have caused this bond to be signed by their proper officers on this ____ day of _____, 20__

CONTRACTOR AS PRINCIPAL

SURETY

(Signature)

(Signature)

Name and Title)

(Name and Title)

SEAL

SEAL

Kane County Prevailing Wage for September 2012
(See explanation of column headings at bottom of wages)

Trade Name Trng	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====
=====											
ASBESTOS ABT-GEN 0.500			ALL	36.200	36.700	1.5	1.5	2.0	12.78	9.020	0.000
ASBESTOS ABT-MEC 0.720			BLD	32.850	0.000	1.5	1.5	2.0	10.82	10.66	0.000
BOILERMAKER 0.350			BLD	43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000
BRICK MASON 0.970			BLD	40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000
CARPENTER 0.530			ALL	41.520	43.520	1.5	1.5	2.0	13.19	11.76	0.000
CEMENT MASON 0.500			ALL	41.550	43.550	2.0	1.5	2.0	9.500	13.76	0.000
CERAMIC TILE FNSHER 0.610			BLD	34.440	0.000	2.0	1.5	2.0	9.700	6.930	0.000
COMMUNICATION TECH 0.450	N		BLD	35.770	37.870	1.5	1.5	2.0	12.07	9.370	0.000
COMMUNICATION TECH 1.090	S		BLD	36.390	38.490	1.5	1.5	2.0	10.02	10.19	0.000
ELECTRIC PWR EQMT OP 0.270			ALL	35.400	48.110	1.5	1.5	2.0	5.000	10.97	0.000
ELECTRIC PWR GRNDMAN 0.210			ALL	27.380	48.110	1.5	1.5	2.0	5.000	8.490	0.000
ELECTRIC PWR LINEMAN 0.320			ALL	42.390	48.110	1.5	1.5	2.0	5.000	13.14	0.000
ELECTRIC PWR TRK DRV 0.220			ALL	28.350	48.110	1.5	1.5	2.0	5.000	8.790	0.000
ELECTRICIAN 0.540	N		ALL	43.080	47.380	1.5	1.5	2.0	12.06	11.41	0.000
ELECTRICIAN 1.310	S		BLD	43.560	47.920	1.5	1.5	2.0	10.02	12.20	0.000
ELEVATOR CONSTRUCTOR 0.000			BLD	48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.910
FENCE ERECTOR 0.400			ALL	44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000
GLAZIER 0.840			BLD	39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000
HT/FROST INSULATOR 0.720			BLD	43.800	46.300	1.5	1.5	2.0	10.82	11.86	0.000
IRON WORKER 0.400			ALL	44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000
LABORER 0.500			ALL	36.200	36.950	1.5	1.5	2.0	12.52	9.280	0.000
LATHER 0.530			ALL	41.520	43.520	1.5	1.5	2.0	13.19	11.76	0.000
MACHINIST 0.000			BLD	43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850
MARBLE FINISHERS 0.620			ALL	29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000

MARBLE MASON 0.730	BLD	39.880	43.870	1.5	1.5	2.0	9.550	11.75	0.000
MATERIAL TESTER I 0.500	ALL	26.200	0.000	1.5	1.5	2.0	12.52	9.280	0.000
MATERIALS TESTER II 0.500	ALL	31.200	0.000	1.5	1.5	2.0	12.52	9.280	0.000
MILLWRIGHT 0.530	ALL	41.520	43.520	1.5	1.5	2.0	13.19	11.76	0.000
OPERATING ENGINEER 1.250	BLD 1	45.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900
OPERATING ENGINEER 1.250	BLD 2	43.800	49.100	2.0	2.0	2.0	15.70	10.55	1.900
OPERATING ENGINEER 1.250	BLD 3	41.250	49.100	2.0	2.0	2.0	15.70	10.55	1.900
OPERATING ENGINEER 1.250	BLD 4	39.500	49.100	2.0	2.0	2.0	15.70	10.55	1.900
OPERATING ENGINEER 1.250	BLD 5	48.850	49.100	2.0	2.0	2.0	15.70	10.55	1.900
OPERATING ENGINEER 1.250	BLD 6	46.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900
OPERATING ENGINEER 1.250	BLD 7	48.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900
OPERATING ENGINEER 1.250	HWY 1	43.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900
OPERATING ENGINEER 1.250	HWY 2	42.750	47.300	1.5	1.5	2.0	15.70	10.55	1.900
OPERATING ENGINEER 1.250	HWY 3	40.700	47.300	1.5	1.5	2.0	15.70	10.55	1.900
OPERATING ENGINEER 1.250	HWY 4	39.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900
OPERATING ENGINEER 1.250	HWY 5	38.100	47.300	1.5	1.5	2.0	15.70	10.55	1.900
OPERATING ENGINEER 1.250	HWY 6	46.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900
OPERATING ENGINEER 1.250	HWY 7	44.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900
ORNAMNTL IRON WORKER 0.400	ALL	44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000
PAINTER 1.250	ALL	40.880	42.880	1.5	1.5	1.5	9.650	8.200	0.000
PAINTER SIGNS 0.000	BLD	33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000
PILED RIVER 0.530	ALL	41.520	43.520	1.5	1.5	2.0	13.19	11.76	0.000
PIPEFITTER 1.660	BLD	41.000	43.000	1.5	1.5	2.0	10.75	14.59	0.000
PLASTERER 0.550	BLD	40.250	42.670	1.5	1.5	2.0	10.85	10.94	0.000
PLUMBER 1.660	BLD	41.000	43.000	1.5	1.5	2.0	10.75	14.59	0.000
ROOFER 0.430	BLD	38.350	41.350	1.5	1.5	2.0	8.080	8.220	0.000
SHEETMETAL WORKER 0.780	BLD	41.660	43.660	1.5	1.5	2.0	9.540	11.57	0.000

SIGN HANGER 0.000	BLD	26.070	27.570	1.5	1.5	2.0	3.800	3.550	0.000
SPRINKLER FITTER 0.450	BLD	49.200	51.200	1.5	1.5	2.0	10.25	8.200	0.000
STEEL ERECTOR 0.400	ALL	44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000
STONE MASON 0.970	BLD	40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000
TERRAZZO FINISHER 0.400	BLD	35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000
TERRAZZO MASON 0.550	BLD	39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000
TILE MASON 0.710	BLD	41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000
TRAFFIC SAFETY WRKR 0.000	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000
TRUCK DRIVER 0.150	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000
TRUCK DRIVER 0.150	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000
TRUCK DRIVER 0.150	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000
TRUCK DRIVER 0.150	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000
TUCKPOINTER 0.940	BLD	40.950	41.950	1.5	1.5	2.0	8.180	10.82	0.000

Legend:

RG (Region)

TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

KANE COUNTY

ELECTRICIANS AND COMMUNICATIONS TECHNICIAN (NORTH) - Townships of Burlington, Campton, Dundee, Elgin, Hampshire, Plato, Rutland, St. Charles (except the West half of Sec. 26, all of Secs. 27, 33, and 34, South half of Sec. 28, West half of Sec. 35), Virgil and Valley View CCC and Elgin Mental Health Center.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation,

installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security systems, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials;

field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including $\frac{3}{4}$ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including $\frac{3}{4}$ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep

Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted

crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

CERTIFICATION FOR DRUG FREE WORK PLACE

The undersigned, as a duly-authorized representative of the Contractor do hereby certifies to The Rob Roy Drainage District No. 2, Kane County, Illinois, that the Contractor ensures that he/she will operate a work environment which is free of any and all illegal drugs in accordance with the Drug Free Workplace Act of January, 1992. In addition, any prescribed drugs that will impair an employee's judgment or ability to work safely should not be allowed on the work site or on any satellite location.

NAME

COMPANY

DATE

SPECIAL PROVISIONS
Rob Roy Drainage District No. 2
Reynolds East District Tile Rehabilitation Phase 1 Project

SP-1. GENERAL

The following Special Provisions; the “Standard Specifications for Road and Bridge Construction,” adopted January 1, 2012, (hereinafter referred to as the Standard Specifications), the Standard Specifications for Water and Sewer Main Construction in Illinois (latest edition), the latest edition of the “Manual on Uniform Traffic Control Devices for Streets and Highways” (MUTCD), the “Manual of Test Procedures of Material” in effect on the date of invitation for bids, the “Illinois Urban Manual” latest edition published by the NRCS and the Supplemental Specifications and Recurring Special Provisions shall apply to and govern the construction of Reynolds East District Tile Rehabilitation Phase 1 Project. In case of conflict with any part or parts of said specifications, the Special Provisions shall take precedence and shall govern. In addition, these Special Provisions shall supersede any conflict with Division 100 of the Standard Specifications.

These Special Provisions supplement the Standard Specifications. In case of any conflict these Special Provision shall precede and govern.

The Contractor is required to submit a Construction Schedule at the pre-construction meeting.

All work as described by the BASE BID shall be completed by November 30, 2012. Should the Contractor fail to obtain completion or substantial completion within the time stipulated or within such extended time as may have been allowed, the Contractor shall be liable to the Rob Roy Drainage District No.2 in the amount of \$500 per calendar day. This is not as a penalty but rather liquidated damages, for each day of overrun in the Contract Time or such extended time as may have been allowed.

From the date of final payment, the District shall have a one-year maintenance warranty on all work under this Contract. The Contractor shall secure a maintenance bond for this purpose for 10% of the awarded Contract amount. No additional compensation will be allowed for this work within the one (1) year warranty period.

Construction activities shall be limited to the hours between 7:00 a.m. and 7:00 p.m. each working day. No work is to be performed on Sundays and holidays observed in the State of Illinois. However, work may be performed on Saturdays if allowed by the Owner. A forty-eight hours written notice must be submitted and approved. A work-schedule for the day must also be submitted for approval along with the intended start-time and stop-time. **Any day that work is not allowed heavy equipment shall NOT be started, cleaned, serviced, removed from or dropped off on the job site.**

The Contractor shall designate, at the pre-construction meeting, the employee to be assigned as Project Superintendent. The Project Superintendent, at the time of the pre-construction meeting, shall supply the District with two telephone numbers by which he or she can be contacted in cases of emergency or when otherwise necessary. The cost of these items shall not be paid for separately, but shall be incidental to the Contract. The Project Superintendent shall be required to assume the responsibility for general supervision of the Contractor and Subcontractors’ operations. **THE ROB ROY DRAINAGE DISTRICT NO. 2 RESERVES THE RIGHT TO REJECT ANY PROJECT SUPERINTENDENT, FOREMAN OR OTHER EMPLOYEE DUE TO PAST PERFORMANCE, CONFLICTS OR THE INABILITY TO PROPERLY PERFORM THE WORK REQUIRED.** The Project Superintendent and the Engineer shall work together to

properly control and complete the work for the proposed improvements. The Engineer shall be provided 48 hours notice of all work items requiring layout or inspection. The Engineer will field measure, and mark all pay items slated for removal & replacement prior to their removal, and shall be called by contractor for inspection and approval of same before it is replaced. No payment will be made for any item of work, which has not been field measured, marked, inspected and approved by the Engineer before it is replaced. No additional payment will be made for removal and/or replacement beyond field markings unless specifically authorized by the Engineer.

SP-2. DEFINITIONS

"District" or "Owner" is the Rob Roy Drainage District No. 2 and its agents and/or representatives.

"Engineer" is Rob Roy Drainage District No. 2 Engineer (Wills Burke Kelsey Associates Ltd.), his representative and/or his agents.

All definitions stated in Section 101 of the Standard Specifications shall apply to this Contract, unless superseded by these Special Provisions or Instructions to Bidders.

SP-3. INCIDENTAL CONSTRUCTION

The Contractors shall perform all work indicated or implied in the Contract Documents. All work not specified, but required to complete the project in a satisfactory manner, shall be performed by the Contractor. All items of work not listed in the Bid Items shall be considered as incidental work to the Contract and no additional compensation will be allowed.

SP-4. CONSTRUCTION SCHEDULE

The Contractor is required to coordinate all work activities with Engineer and shall submit a Construction Schedule within 10 days of execution of the contract or at the preconstruction meeting. Normal weather conditions for the area shall not be an acceptable reason for an extension of the Contract Time. Any work on Saturdays must be authorized by Owner at least 48 hours in advance.

At the preconstruction meeting, the Contractor shall present, in writing, a detailed construction schedule. Said schedule shall contain information as the Engineer deems necessary, including sequencing of work and dates for starting and completing construction operations, location of off-site disposal areas, access routes to be used, and location of equipment and material storage sites. Once approved, the Contractor must adhere to the schedule. If the schedule is changed or is behind more than two weeks, the Contractor shall submit a revised schedule in writing to the District.

The Contractor shall be required to notify the Engineer at least 72 hours prior to starting work on this project. The contractor shall obtain authorization from the Engineer before beginning work.

All public roadways shall remain open to traffic at all times during the course of this project. The Contractor, shall furnish, erect, remove and maintain all construction signs, barricades and other traffic control devices including flaggers required to maintain the traffic as part of and incidental to all other pay items. Flaggers in non-emergency situations shall all be certified. At the pre-construction meeting the contractor shall supply the District with a current list of names of their employees who have been certified as Flaggers that will be

working on this project. The safety of all residents and the general public must be paramount. All Highway Standards and effort to ensure their safety must be employed.

The Owner shall provide a written punch-list to the Contractor prior to the scheduled completion date. Failure to complete the punch-list items within that time will result in liquidated damages in the amount of \$500.00 per calendar day. If additional time is needed to complete the work the contractor must make a formal request in writing for a contract extension. This request shall state the reason extra time is needed and a new completion date will be given if a contract extension is granted. A new work schedule must also be supplied. This request may not be honored if the Engineer's opinion the Contractor did not make an earnest effort to complete the project on time. Normal weather conditions for the area will not be an acceptable reason to grant a contract extension.

SP-5. CLEAN UP AND DISPOSAL

The Contractor shall maintain all public streets and access roads drives in a clean and orderly manner. The District understands that the flow of traffic may be slowed because of the work in progress however, other than intermittently; the flow of traffic shall not be stopped. Debris and surplus material removal shall be performed at the end of each day's work. All excess material and any debris disposal by the Contractor shall be incidental and no additional compensation will be allowed. If the streets are not kept free of debris the Engineer may direct the Contractor to stop all other work and clean the street. The Contractor shall dispose of debris and surplus material off-site and is responsible to acquire any permit required for such disposal.

SP-6. CONSTRUCTION LIMITS & FIELD ACCESS

The Contractor shall confine his operations and shall minimize disturbance and compaction of the field. The contractor shall provide a specific access to work areas route utilizing the work shown on the overall plan as the primary point of access. This provision shall be strictly adhered to as damage and additional expense will result. The contractor is responsible for any expense incurred by the Rob Roy drainage District as a result of any compaction or damage outside of the limits described above. This is not limited to physical damage but may include penalties and fines. All disturbance and compaction outside the agreed upon route and limits shall be repaired at the Contractor's expense.

SP-7. SAFETY AND PROTECTION

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with his work. The Engineer does not have the authority or the obligation to stop work based on unsafe work practices. The 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 employees on the work site and other persons and organizations who may be affected thereby;
2. All of the work and materials and equipment to be incorporated therein, whether in storage on or off site; and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground facilities and of utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, shall be remedied by Contractor. The Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and the Contractor has issued a notice to the Owner that the work is acceptable.

The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.

The Contractor shall prepare and maintain on the job site a Construction Site Safety Plan in accordance with the current Occupational Safety and Health Agency (OSHA) Standards and Procedures. The safety plan shall be acceptable to OSHA and contain the name of the individual in the employ of the Contractor responsible for the Construction Site Safety.

SP-8. CONSTRUCTION PERMITS AND BONDS

The Contractor shall procure and all permit to mobilize equipment to and from the site.

SP-9. APPLICATION FOR PAYMENT

Application for Payment to the Contractor shall be done in accordance with the applicable Articles of Section 109 of the Standard Specifications and with this Special Provision. Written application for payment for the work completed shall be submitted to the Engineer not more than once monthly on the 20th calendar day unless the 20th calendar day is on a Saturday or Sunday in which case the Contractor may submit the application on the Friday before or the Monday after, the 20th calendar day.

Beginning with the second application for payment, the Contractor must submit partial waivers of lien from all subcontractors and suppliers for all materials and labor involved, in the amount of the sum total of the previous application for payment. When the request for final payment is made, final waivers of lien shall be supplied by the Contractor, subcontractors and all firms which supplied materials or services under this contract, agreeing that said contract has been performed, constructed, finished and delivered to the District free from all claims, liens or charges in the nature of mechanics' liens either in favor of the Contractor or any party, firm or corporation entitled to such lien. The Contractor shall also furnish an affidavit stating that all waivers submitted are the total amount of waivers required to be submitted. Applications for payment shall NOT be accepted or processed unless the required waivers are supplied.

If the Engineer finds that all waivers of lien are in order, the application for payment shall be submitted to the Wasco Sanitary District for processing and payment. Failure of the Contractor to submit correct waivers of lien at the required time may cause a delay in payment. The issuance of payments for work performed shall in no way lessen the responsibilities of the Contractor.

The District reserves the right to withhold or deny partial and final payments to the Contractor for failure to expedite completion of the project, failure to respond to directives from the District and failure to perform quality work, and any other actions deemed not be in the best interest of the District and its customers.

In the event that the Contractor does not pay fines for failure to conform to the requirements of the Special Provision, the District reserves the right to deduct such fines from amounts due to the Contractor.

SP-10. INSURANCE REQUIREMENTS

The Contractor shall not start or allow his subcontractor to start any work under this contract until all insurance required by Section 107 of the Standard Specifications has been secured and that such insurance has been approved by the District. Such insurance, after the date filed, shall be maintained during the remaining life of the contract. The Contractor shall submit, on forms satisfactory to the District, a certificate of insurance showing the required coverage.

The Certificate of Insurance shall name the Rob Roy Drainage District No. 2 and Wills Burke Kelsey Associates, Ltd. as additional insured. In addition, the certificate of insurance will state, “the coverage and limits conforms to the minimums required by Article 107.27 of the Standard Specifications”. All costs associated with meeting these requirements shall be considered incidental to the Contract.

Revise Article 107.27 of the Standard Specifications and Supplemental Specifications so that “Department” will be replaced by “District” and its representatives and add the following:

A. SAFETY: In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. These requirements will apply continuously and not be limited to normal working hours.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor’s responsibility for payment of damages resulting from his operations under this Contract.

Add to Article 107.27(b):

The coverage provided shall be sufficiently broad to insure the provisions entitled, “Indemnification,” as discussed in the paragraph below.

B. INDEMNIFICATION: The Contractor shall defend, indemnify, keep and save harmless the Rob Roy dRainage District No. 2 and Wills Burke Kelsey Associates, Ltd., and their employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including attorney’s fees, caused by, growing out of, or incidental to, the performance of the work under the contract by the Contractor or his subcontractors to the full extent as follows by the laws of the State of Illinois and not beyond any extent which would render these provisions void or unenforceable.

SP-11. MATERIAL CERTIFICATION

The manufacturer and/or supplier of all materials used on the job shall certify in writing to the Engineer that inspections and tests have been made and the results thereof comply with the requirements of the Standard

Specifications, the Supplemental Specifications & Recurring Special Provisions and/or these Special Provisions.

SP-12. MAINTENANCE & CLEANING OF ADJACENT ROADWAYS DURING CONSTRUCTION

The Contractor shall be responsible for sweeping and cleaning adjacent roadways to the satisfaction of the Engineer during the construction process.

A mechanical sweeper, meeting the requirements of Article 1101.03 of the Standard Specifications and any other applicable part of Section 1101 shall be used. Compressed air may be used providing the weather conditions and the road surface are damp enough that its use will not cause excess dust to be blown into the atmosphere. Handwork with a shovel and broom may be utilized to provide clean working conditions and a clean finished product. A vacuum type sweeper may be required if mechanical methods produce insufficient results. It shall be the Contractor's responsibility to find an appropriate dumpsite or landfill to dispose of the swept material and dirt.

Any and all cost/charges to the contractor, whether public or private, associated with proper maintenance and cleaning of the roadway during construction will be incidental. However, any costs incurred by the District for maintaining the work area because of noncompliance by the contractor will be deducted from the contract.

SP-13. RESTRICTED STREET USE

All access to the site shall be from a single location to Jericho Road for construction traffic. Any work associated with this provision shall be considered incidental to the Contract. The Contractor shall also be required to obtain overweight permits from all highway jurisdictions for all appropriate vehicles.

Failure to comply with the above will result in a charge of \$100.00 per incident.

SP-14. PROTECTION OF PUBLIC & PRIVATE PROPERTY

The contractor shall exercise reasonable care to protect all existing features within the Farm fields and in the public right-of-way scheduled to remain including landscaping, fences, sprinkler systems, drain lines, power lines, and any other public or private property.

Any item damaged due to negligence on private property or in the ROW shall be repaired or replaced in kind by the contractor as directed by the Engineer at no additional cost to the Contract.

SP-15. PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION

An extensive drain tile system exists within the boundaries of the project. The existing drainage facilities shall remain functional and flows shall be facilitated during construction. Existing on-site drainage facilities are intended to remain fully functional and off-site flows shall be facilitated and remain unimpeded during construction.

All drainage structures are to be kept free of any debris resulting from the Contractor's operations. All work and material necessary to prevent accumulation of debris in the drainage structure will be considered as incidental to the Contract. Any accumulation of debris in the drainage structures resulting from the Contractor's operations shall be removed at the Contractor's expense with no extra compensation. The

Contractor and Engineer shall conduct a pre and post-construction survey of all structures within the limit of the project to determine the condition of each structure with respect to debris. At this time a decision will be made on which structures will be adjusted, replaced or reconstructed.

During construction, if the Contractor encounters or otherwise becomes aware of any drain tiles within the limits of construction not previously identified he shall field probe the full extent of the tile and determine the depth. The Contractor shall provide this information to the Engineer, who shall determine the extent of removal necessary or identify provisions for connection. It shall be the Contractor's responsibility to direct the work and protect the facilities from damage during construction.

SP-16. EXISTING UTILITIES

Prior to commencing work, the Contractor shall contact the owners of all utilities and/or JULIE (1-800-892-0123) and obtain the horizontal and vertical field locations for their utilities within the limits of the proposed construction.

The Contractor will be required to cooperate with all utility companies involved in connection with the removal, temporary relocation, reconstruction or abandonment by these agencies of any and all services or facilities owned or operated by them within the limits of the construction.

Before doing any work which will damage, disturb or leave unsupported or unprotected any utility lines or appurtenances encountered, the Contractor shall notify the respective owner thereof, who will make all arrangements for relocating, adjusting, or otherwise maintaining or abandoning service on lines that fall within the limits of the proposed construction without cost to the Contractor, including the removal of all cables, manhole covers and other appurtenances which the owner desires to salvage. After such arrangements have been made the Contractor will proceed with the work as directed by the Engineer. All utility lines and appurtenances, which are abandoned by their owner, in the immediate work area shall be removed and disposed of by the Contractor.

It shall be the responsibility of the Contractor to facilitate the prompt and timely removal, relocation, reconstruction or abandonment of facilities by any utility company involved, and the coordination of the Contractor's work with the aforementioned agencies' work.

No extra compensation will be allowed the Contractor for any expense incurred by complying with these requirements, or because of delays, inconvenience or interruptions in his work resulting from the failure of the utility company to remove, relocate, reconstruct or abandon their services.

All systems will be tested subsequent substantial completion of the work (95%) and a punch list of repair items provided to the Contractor. The Contractor shall make all repairs to the satisfaction of the District. Upon completion of repairs the system will be re-tested by the District. Additional items may result which shall be repaired / resolved at the Contractor's expense until all items are repaired to the District's satisfaction. If the system cannot be tested until the following year the contractor shall remain responsible for repair of any damaged facilities.

Prior to commencing work, the Contractor, at his own expense, shall determine the exact location of all existing irrigation facilities, which are within the proposed construction limits. It shall be the Contractor's responsibility to direct the work and protect all irrigation facilities from damage during construction.

SP 17. CATCH BASIN AND CONNECTION PIPES

This work shall consist of constructing new catch basins of the type and size indicated in the plans along with frames and lids and 2' dia. riser pipe, excavating and replacing excavated material and the topsoil in its original configurations, removal of a section of the existing tile and reconnecting the existing tile using new PVC pipes to the catch basins. This work will be done in accordance with Section 602 of the Standard Specifications except as modified herein.

All equipment and methods shall be reviewed and approved by the Owner or the Owner's Representative prior to the start of work. The Contractor shall utilize only Low Ground Pressure tracked equipment (< 8psi) when performing this work.

The Catch basin sump shall be one foot, and the ground shall be over excavated by 1-foot below the base of the catchbasin. The over excavation shall be backfilled with porous granular backfill meeting the requirements of Article 1004.05 of the Standard Specifications, gradation CA-18.

Steps will be required in the catch basin and a step will be required in the 2 foot riser pipe placed above the cone as per the plan detail. Steps shall be in accordance with Section 602.08 of the Standard Specifications.

The casting shall be placed on the 2 foot riser section for the plan detail with the rim elevation 6 inches above the existing grade. A marker post of 4 inch by 4 inch treated lumber 8 foot long and painted white shall be placed a minimum of 3 feet into the ground adjacent to the riser and casting.

Excavation and backfill shall be in accordance with Section 602.12 except that the topsoil shall be stripped and stockpiled separately and replaced above the excavation for the catch basin and connecting pipes. The sub-soils below the A horizon of topsoil shall not be mixed with the topsoil, and the topsoil shall be reasonably free of stones or debris from the construction operations.

A section of existing tile shall be removed for placement of the new catch basin and enough additional tile shall be removed up to a maximum of 10 feet in either direction of the catch basin in order to connect to the existing drain tile, utilizing SDR-26 PVC (solid pipe) and Fernco non-shear couplers (or equal) that can accommodate pipe sizes that are dissimilar. The pipe shall be measured for payment separately, and such measurement shall include the use of the couplers to make the connection from the new PVC to the existing drain tile pipe.

To backfill the catch basin, it shall be over excavated a minimum of one foot and that volume replaced with porous granular backfill in order to create a stable sub-grade for the construction of the catch basin. The entire excavation, for both the connecting pipes and the catch basin itself, shall then be backfilled with CA-6 aggregate up to the spring line of the new connecting pipes. The excavated material shall then be used as backfill and the topsoil placed to the finished grade. Excess excavated material shall be respread at locations designated by the adjacent landowners, or hauled off-site and properly disposed of at the Contractor's expense.

Method of Measurement: the work of installing new catchbasins will be paid for on an each basis. The connecting pipes up to a ten foot maximum length in each direction will be measured for

payment and paid for separately. Porous granular backfill, CA-6 aggregate backfill, wood marker posts and couplers will not be measured separately for payment.

Basis of Payment: This work will be paid for at the Contract unit price per each for CATCH BASIN, TYPE A, 4'-DIAMETER, SPECIAL FRAME AND SOLID LID, which price shall include all tools, labor, equipment and materials as necessary to complete the work as described and as shown in the plans, including but not limited to porous granular backfill, existing pipe removal, special handling of topsoil and removal and disposal of excess excavated material and any required dewatering. Reconnecting the existing tile to the catchbasin will be paid for at the contract unit price per linear foot for FIELD TILE CONNECTION PIPE, PVC SDR-26 SOLID, of the diameter specified which price shall be payment in full for all tools, labor, equipment and materials necessary to complete the work as shown in the plans and as specified herein, including but not limited to non-shear couplers, backfill and bedding with CA-6 aggregate, disposal of excess excavated material and any dewatering necessary.

SP 18. TILE REPAIR AND LATERAL CONNECTION

Description: This work will consist of de-watering and excavating existing drain tile locations as directed in the field for the purpose of repairing the existing drain tile based upon conditions uncovered in the field at the time of the work. The existing 20 inch drain tile will be repaired by use of 24 inch diameter PVC SDR 26 pipe for drain tiles that measure up to 20 inches in diameter and PVC SDR 26 pipe of 30 inch diameter for drain tiles measuring 24 inches in diameter. Where drain tile repairs connect to existing drain tile, such connections shall be made by means of Fernco non-shear couplers, or equal. The couplers shall not be measured for payment, but shall be considered incidental to the length of pipe measured for repair.

All lateral pipes encountered shall be connected to the repaired pipe in a manner that is approved by the engineer, and the locations of laterals shall be surveyed and noted on the as-built drawings. Damaged pipe will be replaced with new PVC SDR-26 pipe with appropriate fittings, tees and wyes into the repair pipe. The lateral connection pipe shall be either of the same diameter of the lateral or the next larger commercially available diameter.

When excavating for a repair, existing topsoil shall be preserved separately and not mixed with underlying subsoil. The tile repair section shall be backfilled using CA-6 aggregate backfill to at least six inches below the pipe invert and then up to the spring line. Above the spring line, the excavation shall be backfilled with excavated material and topsoil placed to grade. Excess excavated material shall be respread at locations designated by the adjacent landowners, or hauled off-site and properly disposed of at the Contractor's expense.

Method of Measurement: This work will be measured in place per lineal foot. All repair locations shall be a minimum length of 10' with limits determined in the field by the Engineer. Excavation, backfill, dewatering, CA-6 backfill shall not be measured separately for payment. Connection of laterals will not be measured for payment but will be paid for as an "each item, regardless of the diameter of the lateral.

Basis of Payment. The main tile repair work will be paid for at the contract unit price per linear foot for FIELD TILE REPAIR, PVC SDR-26 SOLID, of the diameter specified which price shall be

payment in full for all tolls, labor, equipment and materials necessary to complete the work as indicated in the plans and as specified herein, including but not limited to CA-6 backfill, disposal of excess excavated material, and any dewatering necessary. The connection of laterals will be paid for at the contract unit price per each for LATERAL CONNECTION, regardless of diameter or length of pipe and fittings required, which price shall be payment in full for all tools, labor, equipment and materials necessary, including but not limited to pipe, fittings, wyes and tees into the repaired mainline, and dewatering.

SP-19. CONSTRUCTION STAKING AND LAYOUT

The CONTRACTOR shall be required to furnish and place construction layout stakes for this project. **The CONTRACTOR shall review all layouts with the ENGINEER and receive approval prior to the start of construction, mobilization of any equipment or delivery of any material.** The OWNER reserves the right to change the extent of the project and layout based on field conditions at the time of layout. The CONTRACTOR shall restake the revised layout without additional charge to the OWNER.

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

The CONTRACTOR shall be responsible for having the finished work substantially conform to the lines and dimensions called for in the plans. Any inspection or checking of the CONTRACTOR'S layout by the ENGINEER and the acceptance of all or any part of it shall not relieve the CONTRACTOR of his/her responsibility to secure the proper dimensions. The CONTRACTOR shall exercise care in the preservation of stakes and benchmarks and shall have them reset at his/her expense when any are damaged, lost, displaced or removed or otherwise obliterated.

Responsibility of the ENGINEER:

- a. The DESIGN ENGINEER may provide a CAD file to be used by the CONTRACTOR.
- b. The ENGINEER will make all arrangements and take all areas and lengths from which the various pay items are to be measured.
- c. Where the CONTRACTOR, in setting construction stakes, discovers discrepancies, the ENGINEER will check to determine their nature and make whatever revisions are necessary in the plans. Any additional re-staking required by the ENGINEER will be the responsibility of the CONTRACTOR. The additional re-staking done by the CONTRACTOR will not be paid for in as an additional item but is considered in the cost of this item.
- d. It is not the responsibility of the ENGINEER, except as provided herein, to check the correctness of the CONTRACTOR'S stakes; however, any errors that are apparent will be immediately called to the CONTRACTOR'S attention and the CONTRACTOR shall be required to make the necessary correction before the stakes are used for construction purposes.

Responsibility of the CONTRACTOR:

- a. The CONTRACTOR shall establish from the given survey points and benchmarks all the control points necessary to construct the individual project elements. The CONTRACTOR shall provide the ENGINEER adequate control in close proximity to each individual element to allow adequate checking of construction operations.
- b. All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the ENGINEER at the completion of the project. All notes shall be neat, orderly and in accepted form.
- c. The CONTRACTOR shall determine the location and elevation of all field tile to which the project will connect and which proposed field tile will cross.

METHOD OF MEASUREMENT & BASIS OF PAYMENT

This item of work shall not be measured for payment but shall be paid for on a lump sum basis for CONSTRUCTION STAKING & LAYOUT which price shall be payment in full for all material, labor and any other items required to complete the work..

SP-20. AS-BUILT DRAWINGS

At the completion of construction, the CONTRACTOR will be responsible to prepare as-built drawings of the existing field tile removed, all field tile (corrugated polyethylene tubing) installed, including all appurtenances to field tile installation and all conflicts and repairs to the irrigation system. The drawings will note the horizontal extent of the drainage system, the depth from ground surface to invert of pipes installed and the location of manholes, clean outs and observation ports on the system. Additionally, topography of areas where topsoil fill is depicted shall be surveyed and depicted on an as-built plan. The extent of fill as well as one foot contours shall be depicted on top of the final engineering plan.

METHOD OF MEASUREMENT & BASIS OF PAYMENT

This item of work shall not be measured for payment but shall be paid for on a lump sum basis for AS-BUILT DRAWINGS which price shall be payment in full for all material, labor and any other items required to complete the work.