

Design Special Provisions

Illinois Street Storm Sewer Project

The standard specifications for the Road and Bridge Construction prepared by the Department of Transportation of the State of Illinois (latest edition), Supplemental Specifications, the standard Specifications for water and sewer main construction in Illinois (latest edition) and the Illinois Urban Manual (blue book) as published by the IEPA shall govern the construction of this project.

In addition, the following special provisions supplement the said specifications, and in case of conflict with any part or parts of said specifications, these special provisions shall take precedence and shall govern.

1-Scope of Work

The proposed improvement consists of supplying all the necessary labor, material and equipment to satisfactory construct and install all improvements according to the plans designed "Illinois Street Storm Sewer Installation Improvement."

2-Construction of Underground Utilities

A. Excavation:

The slopes shall not extend below the top of the pipe, and the trench excavations below this point shall be made with vertical sides with widths not exceeding those specified herein for the various sizes of pipe.

Open-cut trenches shall be sheeted and braced as required by the governing state, federal laws and municipal ordinances, and as may be necessary to protect life, property or the work.

Where firm foundation is not encountered at the grade established, due to unsuitable soil, all such unsuitable material shall be removed and replaced with approved compacted granular material.

B. Width of Trenches: The maximum width of the trench at the top of the pipe shall be as follows:

Normal Pipe Sizes (inches)	Trench Widths (inches)
12 or smaller	30
14-18	36
20-24	42
27-30	48
33 and larger	1-1/3 times pipe O.D.

- C. Removal of Water: Contractors shall, at all times during construction, provide and maintain ample means and devices with which to remove and properly dispose of all water entering the excavations. No sanitary sewer shall be used for disposal of trench water.
- D. Bedding of Pipe: All pipe shall be installed on a bedding of approved, compacted granular material unless otherwise approved by owner's representative. The bedding material shall be installed as per the typical trench backfill detail, #6 stone 4" below to center of pipe/spring line.
- E. Trench Backfill: Whenever the excavation is in or within 2 feet of existing or proposed streets, parking areas, driveways, sidewalks or other paved areas, the trench shall be backfilled with approved selected granular material compacted in place with 6" lifts. The granular material shall consist of excavated material and extend away from the back of the curb or any edge of pavement at a 1 to 1 slope. The top 12 inches of the backfill shall be filled with road gravel or crushed stone (CA6) and maintained as a temporary surface for the normal use of the area when the trench is in existing pavements. All excess spoils shall be removed from project and considered incidental to the contract. Road District Representative will determine what excavated material will or will not be used for trench back fill.
- F. Utilities: The contractor shall notify all utilities prior to the installation of any pipelines. Where conflicts exists between underground utilities and the proposed underground pipeline requiring a revision to the plans, such construction shall not be undertaken until such changes are approved by the Owner's Representative in writing.
- G. Removal of all excess excavated materials. All trench backfill material tickets will be provided to the Road District each day.

3. Inspection

All improvements shall be subject to inspection by a duly authorized and qualified Owner's Representative both during the course of construction and after construction is complete. The Owner's Representative shall have authority over materials of construction, methods of construction and workmanship to ensure compliance with working drawings and specifications. The contractor shall provide for reasonable tests and proof of quality of material as requested by the inspector. Upon due cause, which shall include weather conditions, workmanship or non-adherence to the approved plans and specifications, the inspector shall have the authority to stop construction.

4. Storm Sewers

Storm sewers shall be of reinforced concrete pipe meeting the requirements of ASTM C-76. Pipe shall be class IV for all depths. All joints shall be completed with mastic joint materials. Manholes, Catch basins, & Inlets to be mortared inside and out and brushed smooth.

5. Traffic Control

The contractor shall obtain, erect, maintain and remove all signs, barricades, flagman, and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic. Placement and maintenance of all traffic control devices shall be as directed by the township inspector and in accordance with the applicable parts of Article 701 of the standard Specifications for Road and Bridge Construction. All traffic protection will be considered incidental to the contract. Project to be kept neat and orderly.

6. Engineer's Responsibility

The Engineer shall be responsible for the following:

- A. To visit the construction site in order to better carry out the duties and responsibilities assigned by the Owner and undertaken by the engineer.
- B. The engineer shall not, during such visits or as a result of such observations of the contractor's work in progress, supervise, direct, have control over the contractor's work, nor shall the engineer have the authority over the responsibility for the means, methods, techniques, sequences, or procedures of the construction selected by the contractor for safety precautions and programs incidental to the work of the contractor, or for any failure of the contractor to comply with the laws, rules, regulations, ordinances, codes or orders applicable to the contractor furnishing and performing his work. Accordingly, the engineer can neither guarantee the performance of the construction contracts by the contractor nor assume responsibility for the contractor's failure to finish and perform his work in accordance with the contract documents.

7. Construction Drawings/Contractor's Responsibility

No construction plans shall be used for construction unless specifically marked "For Construction". Prior to commencement of construction, the contractor shall verify all dimensions and conditions affecting their work with the actual conditions at the job site. In addition, the contractor must verify the engineer's line and grade stakes. If there are any discrepancies from what is shown on the construction plans, he must immediately report same to the engineer before doing any work, otherwise, the contractor assumes full responsibility. In the event of disagreement between the construction plans, standard specifications and/or special details, the contractor shall secure in written instructions from the engineer prior to proceeding with any part of the work effected by omissions or discrepancies. Failing to secure such instructions, the contractor will be considered to have proceeded at his own risk and expense. In the event of any doubt or question arising with respect to specifications, the decision of the engineer shall be final and conclusive.

8. Indemnification

The contractor shall indemnify and hold harmless the Nunda Township Road District and J. Condon & Associates, Inc. from and against all claims, damage, losses and expenses, including attorney's fees arising out of or resulting from the performance of the contractor's work. In any and all claims against

the owner or J. Condon & Associates, Inc., by any employee of the contractor, or anyone directly or indirectly employed by the contractor, or anyone for whose acts the contractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable by or for the contractor under Worker's Compensation acts, disability benefit acts or any other employee benefit acts.

9. Preconstruction Conference

A Preconstruction conference for representatives of the developer, township and contractor will be held before the contractor proceeds with construction, at a time and place convenient for all parties, for review of the contractor's construction schedules, to establish procedures for handling shop drawing and other submittals and to establish a working understanding among the parties to the contract work.

10. Project Quantities

The quantities given by the engineer are intended as a guide for the contractor in determining the scope of the completed project. It is the contractor's responsibility to determine all material quantities and appraise himself of all site conditions. The contract price submitted by the contractor shall be considered as lump sum for the completed project. No claims for extra work will be recognized unless ordered in writing by the owner. Final footage as measured in place will determine final payment.

11. Insurance Requirements

The contractor shall purchase and maintain Comprehensive General Liability and other insurance set forth below which will provide protection from the claims which may arise out of or resulting from the performance of work by anyone directly or indirectly employed by the contractor or by anyone for whose acts the contractor may be liable.

- A. Worker's Compensation and Employer's Liability insurance in any amount not less than statutory limits required by law.
- B. Comprehensive General Liability insurance including coverage in the amount of \$500,000 per accident for property damage and \$1,000,000 per person and \$2,000,000 aggregate per accident for bodily injury, sickness or disease, or death of any person.
- C. Comprehensive Automobile Liability insurance covering all automobiles, trucks trailers and any other motorized equipment owned or leased by the contractor.

12. Certificate of Insurance

- A. The contractor shall not commence work until he has filed with the Owner's Representative a certificate of insurance showing complete coverage of all insurance required, signed by the insurance companies or their authorized agents. Each certificate shall provide that coverage shall not be terminated or reduced without 30 days advance written notice to the Owner's Representative. The contractor shall name the Nunda Township Road District and J. Condon & Associates, Inc. as additional insureds on the Comprehensive General Liability and Automobile Liability policies.
- B. Waivers both material and labor will be required before payment.