

GENERAL PROVISIONS

PART 1. DEFINITIONS

WHEREVER THE FOLLOWING TERMS ARE USED, THE INTENT AND MEANING SHALL BE INTERPRETTED AS FOLLOWS:

- CONTRACTOR: THE INDIVIDUAL, FIRM, PARTNERSHIP, JOINT VENTURE, OR CORPORATION CONTRACTING WITH OWNER FOR PERFORMANCE OF WORK DESCRIBED IN THESE SPECIFICATIONS AND PLAN SET.
- OWNER: THE VILLAGE OF ALGONQUIN OR ITS AUTHORIZED REPRESENTATIVE.
- PLANS AND SPECIFICATIONS: THE APPROVED PLANS, SPECIFICATIONS CONTAINED HEREIN WHICH SHOW THE CHARACTER, DIMENSIONS, AND DETAILS OF THE WORK TO BE DONE.
- WORK: SHALL MEAN THE FURNISHING OF ALL LABOR, MATERIALS, EQUIPMENT, AND OTHER INCIDENTALS NECESSARY OR CONVENIENT TO SUCCESSFUL COMPLETION OF THE PROJECT.
- LIMITS OF CLEARING: A BOUNDARY LINE FOR THE WORK AS SHOWN ON THE PLANS AND AS DESIGNATED AND DEFINED IN THE FIELD BY STAKING OR FLAGGING.

PART 2. GENERAL

WORK DESCRIBED HEREIN CONSISTS OF FURNISHING AND TRANSPORTING ALL MATERIALS AND EQUIPMENT REQUIRED FOR SELECTIVE TREE REMOVAL, GRADING, SOIL BIOENGINEERING, SLOPE PROTECTION, AND CHANNEL STABILIZATION. CONTRACTOR SHALL FURNISH, TRANSPORT AND INSTALL ALL SEED AND PERFORM ALL SOIL PREPARATION, SEEDING, MANURE, AND SUCH AUXILIARY WORK AS MAY BE NECESSARY TO COMPLETE WORK IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL FURNISH ALL REQUIRED MATERIALS, EQUIPMENT, TOOLS, LABOR, AND INCIDENTALS, UNLESS OTHERWISE PROVIDED IN THE SPECIFICATIONS OR PLANS.

EXCEPT AS SPECIFICALLY DESCRIBED IN THE PLANS AND SPECIFICATIONS, THE FOLLOWING DOCUMENTS SHALL PREVAIL:

- A. ALL PERTINENT CODES, STANDARDS, AND ORDINANCES OF THE VILLAGE OF ALGONQUIN, WHERE APPLICABLE.
- B. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (IDOT SPECIFICATIONS) ADOPTED JANUARY 1, 2007 OR LATEST EDITION BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION.
- C. 1995 ILLINOIS URBAN MANUAL, REVISED NOVEMBER, 2002 OR LATEST EDITION BY THE USDA NATURAL RESOURCES CONSERVATION SERVICE (NRCS);
- D. STORM SEWER SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, SIXTH EDITION (STANDARD SPECIFICATIONS), ADOPTED JUNE, 2003 OR LATEST EDITION.
- E. THE STATE OF ILLINOIS PLUMBING CODE, LATEST EDITION.
- F. ILLINOIS HIGHWAY DESIGN STANDARDS FOR TRAFFIC CONTROL, PUBLISHED 2003 OR LATEST EDITION BY IDOT.
- G. ILLINOIS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, PUBLISHED 2003 OR LATEST EDITION BY IDOT.
- H. HYDRAULIC DESIGN OF FLOOD CONTROL CHANNELS (EM 1110-2-1601) ADOPTED JULY 1, 1991 AND AMENDED JUNE 30, 1994 OR LATEST EDITION BY THE U.S. ARMY CORPS OF ENGINEERS.
- I. DESIGN OF RIPRAP FLEETMENT (HEC 11) PUBLISHED MARCH, 1989 OR LATEST EDITION BY THE USDOOT FEDERAL HIGHWAY ADMINISTRATION.
- J. HYDRAULIC DESIGN OF ENERGY DISSIPATORS FOR CULVERTS AND CHANNELS (HEC 14) PUBLISHED JULY, 2006 OR LATEST EDITION BY THE USDOOT FEDERAL HIGHWAY ADMINISTRATION.
- K. OSHA AND ALL OTHER APPLICABLE SAFETY STANDARDS.

IN THE EVENT OF ANY INCONSISTENCIES BETWEEN THE PLANS AND THESE SPECIFICATIONS, THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY BEFORE CONTINUING WORK SO THAT THE INCONSISTENCIES MAY BE RESOLVED.

THE CONTRACTOR SHALL HAVE AN ENGLISH SPEAKING REPRESENTATIVE ON-SITE AT ALL TIMES DURING PERFORMANCE OF CONSTRUCTION ACTIVITIES.

THE FOREGOING STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND REQUIRING SPECIAL PROVISIONS, CONSTRUCTION PLANS, AND SUBSEQUENT DETAILS ARE ALL TO BE CONSIDERED AS PART OF THE CONTRACT. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE CONSIDERED A PART OF THE CONTRACT.

NO CONSTRUCTION PLANS SHALL BE USED FOR CONSTRUCTION UNLESS SPECIFICALLY MARKED "FOR CONSTRUCTION". PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE DIMENSIONS AND CONDITIONS AFFECTING THE WORK AND NOTIFY THE OWNER IMMEDIATELY IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLANS. THE CONTRACTOR 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 WRITTEN INSTRUCTIONS FROM THE ENGINEER PRIOR TO PROCEEDING WITH ANY PART OF THE WORK AFFECTED BY DISCREPANCIES OR DISCREPANCIES. FAILURE TO SECURE WRITTEN INSTRUCTIONS FROM THE CONTRACTOR WILL BE CONSIDERED AS HIS OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTION ARISING WITH RESPECT TO THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE DECISION OF THE ENGINEER SHALL BE FINAL AND CONCLUSIVE.

PART 3. LEGAL RESPONSIBILITIES

THE CONTRACTOR SHALL AT ALL TIMES OBSERVE AND COMPLY WITH ALL FEDERAL AND STATE LAWS, LOCAL LAWS, ORDINANCES, AND REGULATIONS WHICH IN ANY MANNER AFFECT THE CONDUCT OF THE WORK AND ALL SUCH ORDERS OR ENACTMENTS THAT EXIST AT THE PRESENT AND WHICH MAY BE ENACTED LATER OF LEGISLATIVE BODIES OR TRIBUNALS HAVING LEGAL JURISDICTION WHICH MAY HAVE AN EFFECT ON THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR CONSTRUCTION.

THE ENGINEER AND OWNER ARE NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, TIME OF PERFORMANCE, PROGRAMS OR OTHER SAFETY PROCEDURES BY THE CONTRACTOR. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR EXECUTING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR SAFETY ON THE JOB SITE. THE CONTRACTOR SHALL PLAN HIS WORK BASED ON HIS OWN OBSERVATIONS, OBSERVATIONS, AND CONDITIONS AT THE LOCATION OF THE PROPOSED WORK.

ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED AGAINST ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF TWELVE MONTHS FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK BY THE OWNER AND APPLICABLE GOVERNMENTAL AGENCIES.

BEFORE ACCEPTANCE BY THE OWNER AND THE FINAL PAYMENT, ALL WORK SHALL BE INSPECTED AND APPROVED BY THE OWNER OR HIS REPRESENTATIVE. FINAL PAYMENT WILL BE MADE AFTER ALL OF THE CONTRACTORS WORK HAS BEEN APPROVED AND ACCEPTED AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

UPON AWARD OF THE CONTRACT AND WHEN REQUIRED BY THE OWNER, THE CONTRACTOR SHALL FURNISH A LABOR AND PERFORMANCE BOND IN THE PENAL SUM OF ONE HUNDRED PERCENT OF THE CONTRACT GUARANTEEING COMPLETION OF THE WORK. THE UNDERWRITER SHALL BE ACCEPTABLE TO THE OWNER.

THE CONTRACTOR SHALL FURNISH EVIDENCE OF INSURANCE ACCEPTABLE TO THE OWNER WITH THE OWNER NAMED AS ADDITIONAL NAME INSURED.

SPECIAL ATTENTION IS DRAWN TO SECTION 105 OF THE IDOT SPECIFICATIONS REQUIRING THE CONTRACTOR TO HAVE A COMPETENT SUPERINTENDENT ON THE PROJECT SITE AT ALL TIMES PRIOR TO THE START OF WORK. THE SUPERINTENDENT SHALL BE CAPABLE OF READING AND UNDERSTANDING THE PLANS AND SPECIFICATIONS. SPECIAL FULL AUTHORITY TO EXECUTE ORDERS TO EXPEDITE THE PROJECT AND SHALL BE RESPONSIBLE FOR SCHEDULING AND HAVE CONTROL OF ALL WORK AS THE AGENT OF THE CONTRACTOR. FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN SUSPENSION OF WORK AS PROVIDED IN SECTION 105.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH OSHA AND ALL OTHER APPLICABLE SAFETY STANDARDS.

PART 4. FAMILIARITY WITH JOB SITE

THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH CONDITIONS AT THE JOB SITE PRIOR TO COMMENCEMENT OF WORK. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY IF SITE CONDITIONS ARE SUCH THAT INHIBIT PROGRESS OF THE WORK.

THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE LOCATION OF ALL OVERHEAD UTILITY LINES AND BE RESPONSIBLE FOR HAVING ALL UNDERGROUND UTILITIES LOCATED BY SERVING AGENCY PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS FOR THE PROTECTION OF UTILITY FACILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE OR DESTRUCTION OF UTILITY FACILITIES RESULTING FROM NEGLIGENCE OR MISCONDUCT IN THE CONTRACTORS MANNER OR METHOD OF EXECUTION OF THE WORK, OR CAUSED BY DEFECTIVE WORK OR THE USE OF UNSATISFACTORY MATERIALS. WHENEVER ANY DAMAGE OR DESTRUCTION OF A UTILITY FACILITY OCCURS AS A RESULT OF WORK PERFORMED BY THE CONTRACTOR, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE UTILITY COMPANY AND THE OWNER. THE ENGINEER DOES NOT WARRANT THE LOCATION OF ANY EXISTING UTILITIES SHOWN ON THE PLANS. THE CONTRACTOR SHALL CALL 800-824-9123 SUFFICIENTLY IN ADVANCE OF COMMENCING WORK.

PART 5. MISCELLANEOUS

THE CONTRACTOR SHALL CONFINE OPERATIONS, INCLUDING EQUIPMENT STARTUP, TO THE HOURS OF 7:00 AM TO 8:00 PM WEEKDAYS AND 8:00 AM TO 2:00 PM WEEKENDS AND HOLIDAYS.

CONTRACTOR SHALL VIDEO TAPE THE WORK AREA PRIOR TO CONSTRUCTION FOR THE PURPOSE OF DOCUMENTING THE EXISTING CONDITIONS.

THE CONTRACTOR SHALL NOTIFY THE OWNER AND/OR HIS REPRESENTATIVE AND THE AFFECTED GOVERNMENTAL AGENCIES IN WRITING AT LEAST THREE FULL WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL NOTIFY ALL NECESSARY TESTING AGENCIES SUFFICIENTLY IN ADVANCE OF COMMENCING WORK.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR CONSTRUCTION ALONG OR ACROSS EXISTING STREETS OR HIGHWAYS. THE CONTRACTOR SHALL MAKE ARRANGEMENTS FOR THE PROPER BRACING, SHORING, AND OTHER REQUIRED PROTECTION OF ALL ROADWAYS BEFORE CONSTRUCTION BEGINS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE STREETS OR ROADWAYS AND ASSOCIATED STRUCTURES AND SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF THE OWNER.

EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY ARE SHOWN ON THE PLANS ACCORDING TO AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY SO THAT THE CONFLICT MAY BE RESOLVED.

LINE AND GRADE STAKES WILL BE SET ONE TIME AND ONE TIME ONLY BY THE SURVEYOR AT THE OWNER'S EXPENSE. CONTRACTOR SHALL NOTIFY THE SURVEYOR THAT STAKES WILL BE NEEDED AT LEAST THREE WORKING DAYS IN ADVANCE OF STARTING HIS WORK (ADDITIONAL NOTIFICATION SHALL BE PROVIDED PRIOR TO THE START OF INITIAL PROJECT CONSTRUCTION OPERATIONS). ANY AND ALL REQUIRED RESTAKING WILL BE PERFORMED BY THE SURVEYOR AT THE EXPENSE OF THE CONTRACTOR REQUIRING THE RESTAKING. IT SHALL BE THE RESPONSIBILITY OF EACH CONTRACTOR TO PROTECT STAKES PROVIDED FOR HIS USE AND TO REPORT TO THE OWNER AND/OR HIS REPRESENTATIVE ANY SPECIFIC INSTANCES OF VANDALISM OF STAKES PROVIDED.

THE PROPOSED ELEVATIONS SHOWN ON THE PLANS ARE FINISHED SURFACE ELEVATIONS UNLESS OTHERWISE SPECIFIED.

ALL TOP OF FRAMES FOR STORM SEWER MANHOLE COVERS REQUIRING ADJUSTMENT TO MEET FINAL FINISH GRADE SHALL BE SO ADJUSTED BY THE CONTRACTOR AND THE COST IS TO BE CONSIDERED INCIDENTAL TO THIS CONTRACT.

REMOVED EARTH, PIPES, PAVEMENT, SIDEWALK, CURB AND GUTTER, ETC. SHALL BE DISPOSED OF BY THE CONTRACTOR AT HIS OWN EXPENSE AT LOCATIONS APPROVED BY THE OWNER. IF ON-SITE DISPOSAL IS NOT FEASIBLE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AN OFF-SITE DISPOSAL SITE AT HIS OWN EXPENSE, INCLUDING ANY PERMIT FEES.

ALL FIELD-TIE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE KEPT INTACT, CONNECTED TO STORM SEWER, OR EXTENDED TO OUTFLOW INTO A DRAINAGEWAY. IF FIELD-TIE IS DAMAGED DURING CONSTRUCTION, THE CONTRACTOR SHALL REPAIR SIZE AND MATERIAL TO THE ORIGINAL AND PUT IN ACCEPTABLE OPERATING CONDITION. A RECORD OF THE LOCATION OF ALL FIELD-TIE OR DRAIN PIPE ENCOUNTERED SHALL BE KEPT BY THE CONTRACTOR AND TRANSMITTED TO THE RECORD DRAWINGS UPON COMPLETION OF THE PROJECT. THE COST OF THIS WORK SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

WHENEVER DURING CONSTRUCTION OPERATIONS ANY MATERIAL IS DEPOSITED WITHIN DRAINAGEWAYS SUCH THAT THE NATURAL FLOW OF WATER IS OBSTRUCTED, THIS MATERIAL SHALL BE REMOVED AT THE CLOSE OF EACH WORK DAY BY THE RESPONSIBLE PARTY. AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGEWAYS AND DRAINAGE STRUCTURES SHALL BE FREE FROM OBSTRUCTIONS AND DEBRIS. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT. DRAINAGE MAY BE ACHIEVED DURING CONSTRUCTION BY DIVERTING, PUMPING, OR ANY OTHER ACCEPTABLE METHOD. THE CONTRACTOR'S FAILURE TO PROVIDE THE ABOVE WILL PRECLUDE ANY POSSIBLE ADDED COMPENSATION REQUESTED DUE TO DELAYS OR UNSUITABLE MATERIALS CREATED AS A RESULT THEREOF.

ALL CONTRACTORS SHALL KEEP ACCESS AVAILABLE AT ALL TIMES FOR ALL TYPES OF TRAFFIC ESPECIALLY EMERGENCY VEHICLES. AT NO TIME SHALL ACCESS BE DENIED TO RESIDENCES AND BUSINESSES ADJACENT TO THE SITE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS, TRAFFIC CONTROL DEVICES, AND WARNING DEVICES TO INFORM AND PROTECT THE PUBLIC DURING ALL PHASES OF CONSTRUCTION. BARRICADES AND WARNING SIGNS SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 107 OF THE IDOT SPECIFICATIONS. ADEQUATE LIGHTING SHALL BE MAINTAINED FROM DUSK TO DAWN AT ALL LOCATIONS WHERE CONSTRUCTION OPERATIONS WARRANT OR AS DESIGNATED BY THE ENGINEER. ALL TRAFFIC CONTROL WORK SHALL BE DONE IN ACCORDANCE WITH THE IDOT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

ALL PERMANENT IMPROVEMENTS WHICH ABOUT THE PROPOSED IMPROVEMENT AND MUST BE REMOVED SHALL BE SAVED AS DIRECTED PRIOR TO REMOVAL. ALL ITEMS TO BE REMOVED SHALL BE REPLACED WITH SIMILAR CONSTRUCTION MATERIALS TO THEIR ORIGINAL CONDITION OR BETTER. PAYMENT FOR SAWING SHALL BE INCLUDED IN THE COST FOR REMOVAL OF EACH ITEM, AND REPLACEMENT WILL BE PAID UNDER THE RESPECTIVE ITEMS IN THE CONTRACT, UNLESS OTHERWISE INDICATED.

WHERE OVERHANGING BRANCHES INTERFERE WITH OPERATION OF CONSTRUCTION, SAID BRANCHES SHALL BE TRIMMED AND SEALED IN ACCORDANCE WITH SECTION 201 OF THE IDOT SPECIFICATIONS AND THE COST OF SAME SHALL BE INCIDENTAL TO THE CONTRACT. TREES SHALL BE REMOVED ONLY AFTER RECEIVING APPROVAL BY THE OWNER. THE OWNER SHALL DESIGNATE THOSE TREES WHICH ARE TO BE REMOVED. THE CONTRACTOR SHALL ALTER THE ALIGNMENT OF SEWERS AND ALTER GRADING AS SHOWN ON THE PLANS TO PRESERVE TREES. A CONTRACTOR REMOVING TREES WITHOUT OWNER'S APPROVAL WILL BE RESPONSIBLE FOR REPLACEMENT OF SAID TREES AS DIRECTED BY THE OWNER AT CONTRACTOR'S EXPENSE. IF TREES OR SHRUBS MUST BE REMOVED, THEY WILL BE PAID IN ACCORDANCE WITH THE SPECIFICATIONS.

ANY EXISTING SIGNS, LIGHTS, STANDARDS, UTILITY POLES, MAIL BOXES, ETC. WHICH INTERFERE WITH CONSTRUCTION OPERATIONS AND NOT NOTED FOR REMOVAL OR DISPOSAL SHALL BE REMOVED AND RESET BY THE CONTRACTOR AT HIS OWN EXPENSE AS DIRECTED BY THE OWNER IN ACCORDANCE WITH IDOT SPECIFICATIONS. THIS SHALL BE CONSIDERED INCIDENTAL TO THIS CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED. CONTRACTOR SHALL NOT BE RESPONSIBLE IF OWNER HAS PREVIOUSLY ARRANGED FOR SUCH REMOVAL OR RELOCATION AT OWNER'S EXPENSE. ANY DAMAGE TO THESE ITEMS SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE. ANY SIGNS NOT REQUIRED TO BE RESET SHALL BE DELIVERED TO THEIR RESPECTIVE OWNER.

THE CONTRACTOR SHALL COLLECT AND REMOVE ALL CONSTRUCTION DEBRIS, EXCESS MATERIALS, TRASH, OIL AND GREASE RESIDUE, MAGINERY, TOOLS, AND OTHER MISCELLANEOUS ITEMS WHICH WERE NOT PRESENT PRIOR TO PROJECT COMMENCEMENT AT NO ADDITIONAL EXPENSE TO THE OWNER. BURNING ON THE SITE IS NOT PERMITTED.

ALL EXISTING UTILITIES OR IMPROVEMENTS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE PROMPTLY RESTORED TO THEIR RESPECTIVE ORIGINAL CONDITION.

ANY DEWATERING, WATER TRENCHES, AND TEMPORARY SHEETING OR BRACING THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL NOT BE CONSIDERED EXTRA WORK. IN THE EVENT THAT SOFT MATERIALS ARE ENCOUNTERED IN SEWER CONSTRUCTION, THE CONTRACTOR, UPON APPROVAL OF THE OWNER AND/OR ENGINEER, SHALL OVERENCAVATE TO A DEPTH OF ONE FOOT BELOW THE BOTTOM OF THE PIPE AND BACKFILL WITH COMPACTED CRUSHED STONE, PROPERLY FORMED TO FIT THE BOTTOM OF THE PIPE.

THE CONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE OF FACILITIES EXITING AND ENTERING THE SITE AND THAT ALL DIRT AND DEBRIS TRACKED ONTO EXISTING ROADS SHALL BE PROMPTLY REMOVED IN ACCORDANCE WITH THE SOIL EROSION CONTROL PLANS AND SPECIFICATIONS.

PRIOR TO INSTALLATION OR USE OF MATERIALS, THE CONTRACTOR SHALL SUBMIT TO THE OWNER SHOP DRAWINGS INCLUDING BUT NOT LIMITED TO AGGREGATE MATERIAL, PIPE MATERIALS, ETC.

THE CONTRACTOR SHALL PROVIDE ONE HARD AND ELECTRONIC COPY OF RECORD DRAWINGS TO THE OWNER PRIOR TO ANY REQUEST FOR FINAL INSPECTION. RECORD DRAWINGS SHALL INDICATE THE FINAL LOCATION, LAYOUT, AND ELEVATION OF ALL IMPROVEMENTS AND INCORPORATE ALL FIELD DESIGN CHANGES APPROVED BY THE OWNER.

TEMPORARY EROSION CONTROL

PART 1. GENERAL

SOIL EROSION CONTROL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL AND WITH ALL APPLICABLE COUNTY AND LOCAL ORDINANCES AND REGULATIONS.

ANY SOIL EROSION CONTROL MEASURES, IN ADDITION TO THOSE OUTLINED IN THESE PLANS AND WHICH ARE DEEMED NECESSARY BY THE OWNER AND/OR ENGINEER SHALL BE IMPLEMENTED BY THE CONTRACTOR.

BEFORE COMMENCING CLEARING AND SITE GRADING WORK, A CONSTRUCTION ENTRANCE SHALL BE INSTALLED AS SHOWN ON THE PLANS. THE CONSTRUCTION ENTRANCE TO THE SITE SHALL BE STABILIZED WITH GRAVEL AS SHOWN ON THE PLANS PRIOR TO ANY WORK ON THE SITE. THE ENTRANCE SHALL BE MAINTAINED PERIODICALLY FOR ITS EFFECTIVENESS TO REMOVE DIRT WHICH COULD LEAVE THE SITE BY CONSTRUCTION VEHICLES. ALL ROADWAYS SHALL BE KEPT CLEAN AT ALL TIMES.

STREETS ADJACENT TO THE SITE SHALL BE KEPT FREE OF DIRT, MUD, AND DEBRIS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION AND MAINTENANCE OF ALL TEMPORARY AND PERMANENT EROSION CONTROL DEVICES.

THE CONTRACTOR SHALL INSPECT AND DOCUMENT EROSION CONTROL MEASURES AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND/OR WITHIN 24 HOURS OF THE END OF A STORM EVENT THAT IS 0.5 INCHES OR GREATER, OR EQUIVALENT SNOWFALL.

NO SEDIMENT SHALL BE ALLOWED TO ENTER THE EXISTING STORM SEWER SYSTEM. THE CONTRACTOR SHALL INSTALL SANDY BAGS OR APPROVED EQUIVALENT UNDER STORM STRUCTURE GRATES TO PREVENT SEDIMENT FROM ENTERING THE STORM SEWER SYSTEM.

ALL STORM SEWER, CATCH BASINS, AND SUMPS WITHIN THE PROJECT AREA ARE TO BE CLEANED AT THE END OF CONSTRUCTION OF THE PROJECT AND PRIOR TO FINAL ACCEPTANCE. CLEANING MAY ALSO BE REQUIRED DURING THE COURSE OF CONSTRUCTION OF THE PROJECT IF IT IS DETERMINED THAT THE SILT DEBRIS TRAPS ARE NOT PROPERLY FUNCTIONING AND THEIR PERFORMANCE IS IMPAIRED.

SOIL STOCKPILES SHALL BE LOCATED TO AVOID EROSION OF SAID STOCKPILE ONTO OFF-SITE AREAS OR INTO DRAINAGE WAYS/WATERWAYS. IF A STOCKPILE IS TO REMAIN IN PLACE MORE THAN THREE DAYS, IT SHALL BE FURNISHED WITH APPROPRIATE EROSION AND SEDIMENT CONTROL MEASURES SUCH AS SILT FENCES. STOCKPILES TO REMAIN FOR 30 DAYS OR MORE SHALL BE TEMPORARILY SEEDED.

THE TEMPORARY EROSION CONTROL MEASURES SHALL BE PLACED EFFECTIVELY UNTIL ALL THE PERMANENT EROSION CONTROL ITEMS ARE FULLY FUNCTIONAL.

THE GUARANTEE PERIOD SHALL BEGIN AFTER ALL THE PERMANENT EROSION CONTROL MEASURES ARE FULLY FUNCTIONAL AND ACCEPTABLE TO OWNER OR HIS REPRESENTATIVE.

UNLESS SOIL EROSION CONTROL ITEMS ARE SPECIFICALLY REFERRED TO AS BID ITEMS (SUCH AS TOPSOIL, RESPIREAD, SEEDING, ETC.), THEY ARE TO BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT.

UPON COMPLETION OF TOPSOIL RESPIREAD OPERATIONS, ALL DISTURBED AREAS SHALL BE SEEDED, GODEDED, OR LANDSCAPED AS NOTED ON THE PLAN.

SEEDING AND MULCHING SHALL BE IN ACCORDANCE WITH SECTIONS 250 AND 251 OF THE IDOT SPECIFICATIONS.

1-1 DESCRIPTION

A. TEMPORARY EROSION CONTROL SHALL INCLUDE TEMPORARY CONSTRUCTION MEASURES REQUIRED TO PREVENT THE MOVEMENT OF ERODED SEDIMENT AND CONTAMINANTS FROM THE CONSTRUCTION AREA OF THE SITE DURING CONSTRUCTION.

1-2 RELATED SECTIONS

A. SEEDING; COVER CROP SEEDING; GRADING; SLOPE PROTECTION CONSTRUCTION.

1-3 QUALITY ASSURANCE

A. QUALIFICATIONS OF WORKMEN: PROVIDE AT LEAST ONE PERSON WHO SHALL BE PRESENT AT ALL TIMES DURING EXECUTION OF THIS PORTION OF THE WORK AND WHO SHALL BE THOROUGHLY FAMILIAR WITH THE TYPE OF EQUIPMENT BEING USED AND THESE PLANS AND SPECIFICATIONS. SAID PERSON SHALL DIRECT ALL WORK PERFORMED UNDER THIS SECTION.

B. STANDARDS: ALL MATERIALS, EQUIPMENT, AND PROCEDURES USED DURING THIS PORTION OF THE WORK SHALL MEET OR EXCEED APPLICABLE FEDERAL, STATE INCLUDING ILLINOIS EPA REQUIREMENTS, COUNTY AND LOCAL LAWS AND REGULATIONS.

1-4 SUBMITTALS

A. NOT APPLICABLE.

PART 2. PRODUCTS

2-1 MATERIALS

A. SOIL EROSION AND SEDIMENTATION CONTROL MATERIALS SHALL BE OF THE MATERIALS AND CONSTRUCTION SPECIFIED BY THE IDOT SPECIFICATIONS AND THE MCHENRY COUNTY SOIL AND WATER CONSERVATION DISTRICT (SEE SOIL EROSION CONTROL DETAILS ON THE PLANS). IN THE EVENT OF AN INCONSISTENCY BETWEEN THESE TWO AGENCIES, THE MCHENRY COUNTY SOIL AND WATER CONSERVATION DISTRICT SHALL PREVAIL.

PART 3. EXECUTION

3-1 GENERAL

A. CONTRACTOR SHALL INSTALL EROSION CONTROL MEASURES WHERE SHOWN ON THE PLANS AND AS DESCRIBED IN SECTIONS 250, 251, 252, 253, 254, 250 AND 1081 OF THE IDOT SPECIFICATIONS.

B. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SILT FENCE FOR EACH PHASE OF CONSTRUCTION UNTIL SLOPES ARE STABILIZED WITH 80% COVER OF COVER CROP AND/OR PERMANENT VEGETATION.

C. SILT FENCE STAKES SHALL BE INSTALLED ON 5-FOOT CENTERS ACCORDING TO SECTION 200 OF THE IDOT SPECIFICATIONS.

3-2 CLEAN-UP, REMOVAL, AND REPAIR

A. CLEAN-UP: THE WORK AREA SHALL BE KEPT FREE OF DEBRIS BY THE CONTRACTOR. AT NO TIME SHALL TRASH OR OTHER MATERIAL BE ALLOWED TO ACCUMULATE AT THE PROJECT SITE. ALL TOOLS SHALL BE KEPT IN APPROPRIATE CARRYING GAGES, TOOL BOXES, ETC. PARKING AREAS, ROADS, SIDEWALKS, PATHS, TRAILS, AND PAVED AREAS SHALL BE KEPT FREE OF MUD AND DIRT.

B. REMOVAL: THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES UNTIL THE PERMANENT VEGETATION IS ESTABLISHED IN PERFORMANCE OF THE SPECIFICATIONS.

C. REPAIR: THE CONTRACTOR SHALL REPAIR ANY DAMAGES THAT OCCURRED DURING COMPLETION OF THE WORK DESCRIBED IN THIS SECTION. SAID DAMAGES MAY INCLUDE, BUT ARE NOT LIMITED TO, TIRE RUTS IN THE GROUND, DAMAGE TO PLANTED AREAS, DAMAGE TO TRAILS, ETC. ALL AREAS DAMAGED BY THE CONTRACTOR DURING THE EXECUTION OF THIS WORK SHALL BE REPAIRED BY CONTRACTOR AND RESTORED TO THE CONDITIONS SHOWN ON THE PLANS AT NO ADDITIONAL COST TO THE OWNER. ALL AREAS OUTSIDE OF THE CONSTRUCTION LIMITS DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO PRE-CONSTRUCTION GRADES AND STABILIZED WITH APPROPRIATE SEEDING OR PLANTING.

3-3 INSPECTION

A. AFTER INSTALLATION OF TEMPORARY EROSION CONTROL FOR EACH PHASE OF CONSTRUCTION AS SHOWN ON THE PLANS, THE CONTRACTOR SHALL SCHEDULE WITH THE OWNER A PROVISIONAL ACCEPTANCE INSPECTION OF THE WORK.

B. THE CONTRACTOR SHALL CONDUCT DAILY INSPECTIONS OF ALL FENCING TO ENSURE THAT IT IS MAINTAINED IN AN UPRIGHT POSITION.

3-4 ACCEPTANCE AND GUARANTEE

A. PROVISIONAL ACCEPTANCE: THE WORK SHALL BE CONSIDERED 80% COMPLETE UPON PROVISIONAL ACCEPTANCE BY THE OWNER. NO GRADING ACTIVITY FOR ANY PHASE OF CONSTRUCTION SHALL COMMENCE PRIOR TO PROVISIONAL ACCEPTANCE OF SOIL EROSION AND SEDIMENTATION CONTROL WORK DESCRIBED IN THIS SECTION FOR EACH PHASE OF CONSTRUCTION.

B. FINAL ACCEPTANCE: THE TEMPORARY EROSION CONTROL WORK SHALL BE CONSIDERED 100% COMPLETE AFTER THE CONTRACTOR HAS COMPLETED ALL CLEAN-UP, REMOVAL, AND REPAIR AS DESCRIBED IN 3-2 OF THIS SECTION.

TEMPORARY BARRIER FENCING

PART 1. GENERAL

1-1 DESCRIPTION

A. THIS SECTION INCLUDES THE DELINEATION OF DRAINAGE AND TEMPORARY CONSTRUCTION EASEMENTS AND GREEK ACCESS AREAS, AND THE PROTECTION OF TREES TO REMAIN, ADJACENT ROADWAYS, AND ADJACENT RESIDENCES FROM CONSTRUCTION ACTIVITY.

1-2 RELATED SECTIONS

A. GRADING; SOIL PREPARATION.

1-3 QUALITY ASSURANCE

A. QUALIFICATIONS OF WORKMEN: PROVIDE AT LEAST ONE PERSON WHO SHALL BE PRESENT AT ALL TIMES DURING EXECUTION OF THIS PORTION OF THE WORK WHO SHALL BE THOROUGHLY FAMILIAR WITH THE TYPE OF MATERIALS BEING INSTALLED AND BEST METHODS FOR THEIR INSTALLATION. SAID PERSON SHALL DIRECT ALL WORK PERFORMED UNDER THIS SECTION.

B. STANDARDS: ALL MATERIALS AND METHODS USED DURING THIS PORTION OF THE WORK SHALL MEET OR EXCEED APPLICABLE FEDERAL, STATE, COUNTY AND LOCAL LAWS AND REGULATIONS.

1-4 SUBMITTALS

A. MATERIALS: THE CONTRACTOR SHALL SUBMIT TO THE OWNER FOR APPROVAL A COMPLETE LIST OF ALL MATERIALS TO BE USED DURING THIS PORTION OF THE WORK PRIOR TO DELIVERY OF ANY MATERIALS TO THE SITE. INCLUDE COMPLETE DATA ON SOURCE, AMOUNT AND QUALITY. THIS SUBMITTAL SHALL IN NO WAY BE CONSTRUED AS PERMITTING SUBSTITUTION FOR SPECIFIC ITEMS DESCRIBED ON THE PLANS OR IN THESE SPECIFICATIONS UNLESS APPROVED IN WRITING BY THE OWNER.

B. EQUIPMENT: THE CONTRACTOR SHALL PROVIDE A LIST OF EQUIPMENT AND A DESCRIPTION AND LOCATION OF ITS INTENDED USE, AND A LIST OF SAID PERSONS PERFORMING THE WORK AND THEIR QUALIFICATIONS FOR OPERATING AND MAINTAINING THE LISTED EQUIPMENT.

PART 2. PRODUCTS

2-1 MATERIALS

A. FENCING SHALL BE USED THAT MEETS THE FOLLOWING DESCRIPTION: 40" TALL HIGH-DENSITY POLYETHYLENE (HDPE) WITH A NOMINAL MESH OPENING SIZE OF 1.25" AND SHALL BE GORDED.

B. FENCE POSTS SHALL BE METAL T-POSTS 90° ON CENTER.

C. TREE PROTECTION FENCING SHALL BE OF THE MATERIALS AND CONSTRUCTION SPECIFIED BY THE VILLAGE OF ALGONQUIN (SEE TREE PROTECTION DETAIL ON THE PLANS).

PART 3. EXECUTION

3-1 METHOD

A. FENCING SHALL BE INSTALLED WHERE SHOWN ON THE PLANS AND IN ACCORDANCE WITH SECTION 201 OF THE IDOT SPECIFICATIONS.

B. STEEL POSTS SHALL BE DRIVEN 24" INTO THE GROUND AND SPACED NOT MORE THAN EIGHT (8) FEET ON CENTER. FENCING SHALL BE SECURED TO POSTS WITH PLASTIC ZIP TIES. A MINIMUM OF TWO TIES SHALL BE USED PER FENCE POST.

C. FENCING IS TO BE MAINTAINED AS LONG AS CONSTRUCTION IS UNDERWAY. FENCING SHALL BE PROMPTLY RE-SECURED AND FENCE POSTS RE-DRIVEN AS NEEDED TO MAINTAIN FENCING IN AN UPRIGHT POSITION.

D. CONTRACTOR SHALL BE RESPONSIBLE FOR UNDERSTANDING AND IMPLEMENTING THE TRAFFIC CONTROL PLAN.

3-2 CLEAN-UP, REMOVAL AND REPAIR

A. CLEAN-UP: AFTER INSTALLATION OF FENCING IS COMPLETE, CLEAN UP ANY REMAINING MATERIALS, DEBRIS, TRASH, ETC. KEEP THE PROTECTED AREA FREE FROM CONSTRUCTION AND OTHER DEBRIS AT ALL TIMES.

B. REMOVAL: AFTER ALL WORK HAS BEEN COMPLETED REMOVE FENCING, POSTS, TIES, AND ALL OTHER DEBRIS.

C. REPAIR: THE CONTRACTOR SHALL REPAIR ANY DAMAGES THAT OCCURRED DURING COMPLETION OF THE WORK DESCRIBED IN THIS SECTION. SAID DAMAGES MAY INCLUDE, BUT ARE NOT LIMITED TO, TIRE RUTS IN THE GROUND, DAMAGE TO PLANTED AREAS, DAMAGE TO TRAILS, ETC. ALL AREAS DAMAGED BY THE CONTRACTOR DURING THE EXECUTION OF THIS WORK SHALL BE REPAIRED BY CONTRACTOR AND RESTORED TO THE CONDITIONS SHOWN ON THE PLANS AT NO ADDITIONAL COST TO THE OWNER. ALL AREAS OUTSIDE OF THE CONSTRUCTION LIMITS DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO PRE-CONSTRUCTION GRADES AND STABILIZED WITH APPROPRIATE SEEDING OR PLANTING.

3-3 INSPECTION

A. PRIOR TO THE COMMENCEMENT OF ANY OTHER WORK, THE CONTRACTOR SHALL SCHEDULE WITH THE OWNER A PROVISIONAL ACCEPTANCE OF THE WORK.

B. THE CONTRACTOR SHALL CONDUCT DAILY INSPECTIONS OF ALL FENCING TO ENSURE THAT IT IS MAINTAINED IN AN UPRIGHT POSITION.

3-4 ACCEPTANCE AND GUARANTEE

A. PROVISIONAL ACCEPTANCE: THE WORK SHALL BE CONSIDERED 80% COMPLETE UPON PROVISIONAL ACCEPTANCE BY THE OWNER. NO GRADING ACTIVITY SHALL COMMENCE PRIOR TO FINAL ACCEPTANCE OF WORK DESCRIBED IN THIS SECTION.

B. FINAL ACCEPTANCE: THE WORK SHALL BE CONSIDERED 100% COMPLETE WHEN THE CONTRACTOR HAS COMPLETED ALL MAINTENANCE, REPAIR, CLEAN-UP, AND REMOVAL AS DESCRIBED IN 3-2 OF THIS SECTION.

TREE REMOVAL AND ROOT PRUNING

PART 1. GENERAL

1-1 DESCRIPTION

A. THIS SECTION INCLUDES THE SELECTIVE REMOVAL AND DISPOSAL OF TREES AND THE ROOT PRUNING OF TREES TO REMAIN.

1-2 RELATED SECTIONS

A. GRADING.

1-3 QUALITY ASSURANCE

A. QUALIFICATIONS OF WORKMEN: PROVIDE AT LEAST ONE PERSON WHO SHALL BE PRESENT AT ALL TIMES DURING EXECUTION OF THIS PORTION OF THE WORK WHO SHALL BE THOROUGHLY FAMILIAR WITH THIS TYPE OF WORK AND THE TYPE OF MATERIALS BEING USED. SAID PERSON SHALL BE COMPLETELY FAMILIAR WITH THE IDENTIFICATION OF PLANT MATERIALS TO BE CUT AND TO BE PRESERVED DURING THE