

WORKFORCE DEVELOPMENT INITIATIVE AGREEMENT

THIS AGREEMENT ("AGREEMENT"), entered into this ____ day of _____, 2026, by and between the City of Rockford, an Illinois municipal corporation ("CITY"), and LT Construction, Inc., an Illinois corporation ("LT Construction"), and with such entities collectively referred to in this Agreement as the "Parties".

RECITALS

WHEREAS, increased unemployment and a skilled labor shortage create a unique and challenging labor market; and

WHEREAS, the City has the need to develop workforce skills for employees for City wide sidewalk improvements; and

WHEREAS, LT Construction has the requisite workforce experience, credentials, and job skill knowledge to provide training to City employees; and

WHEREAS, LT Construction has proposed to provide mentorship, experience, and workforce development skills to City employees for City wide sidewalk improvement through a Workforce Development Initiative; and

WHEREAS, the City shall make a funding commitment of up to \$700,000 for the Workforce Development Initiative.

WHEREAS, LT Construction shall coordinate the improvement of sidewalk under the Workforce Development Initiative.

NOW, THEREFORE, BE IT RESOLVED, the following duties and functions with regard to the *Workforce Development Initiative*:

I. LT CONSTRUCTION DUTIES & OBLIGATIONS

A. **Scope of Services:** In coordination with the City, LT Construction shall supervise and provide workforce education and skill development to City employees in order for employees to perform City-Wide sidewalk improvements ("Workforce Development Initiative") in various locations throughout the City of Rockford. Training shall include, but not be limited to, the following:

1. Project coordination
2. Use of hand tools
3. Work Zone/Construction safety
4. Construction standards
5. Construction layout
6. General labor
7. Concrete finishing

8. Material QA/QC
9. Site restoration

B. **Materials and Permitting:** LT Construction shall provide all materials, traffic control, site restoration, insurance, licensing, equipment, incidentals and shall be responsible for all required permitting necessary for this program.

C. **Qualifications:** All individuals conducting supervision, workforce education and skill development on behalf of LT Construction for the Workforce Development Initiative must have the requisite training experience, credentials, and job skill knowledge.

D. **Documentation:** LT Construction shall maintain documentation as required in the City Standard Specifications for all work. LT Construction shall maintain a workforce development roster including name of participant and work hours completed. LT Construction shall produce said documentation upon request from the City.

E. **Safety:** LT Construction shall be responsible for ensuring, at all times, that the activities of the Workforce Development Initiative comply with all applicable federal, state, and municipal laws, codes, and regulations aimed to protect the safety and health of City employees participating in the program.

II. CITY DUTIES & OBLIGATIONS

- A. The City shall work in partnership with LT Construction to carry out the implementation of the Workforce Development Initiative.
- B. City employees shall remain, except as otherwise set forth within this agreement, under the direction and control of the City's Public Works Department.
- C. The City shall pay LT Construction up to \$700,000 for the workforce development and skill development provided under the Workforce Development Initiative in the form of bi-monthly progress payments.
- D. The City shall waive all local permitting fees associated with the project.

III. JOINT CITY-LT CONSTRUCTION RESPONSIBILITIES

- A. A report may be delivered upon completion of training to City Council outlining the performance of the Workforce Development Initiative and what has been accomplished together with this program.
- B. Both the City and LT Construction will identify a key contact person. The key contacts will maintain frequent communication to facilitate cooperation under this Agreement and to work together to determine appropriate timelines for projects, updates and

status reports. Key contacts will keep a copy of all documents on file as it pertains to this Agreement.

IV. USE OF FUNDS & PAYMENT

- A. With cooperation from the City, LT Construction will use funding to implement the Workforce Development Initiative as follows:
 1. Provide workforce education and skill development, as outlined in the Scope of Services in Section I of this Agreement, for up to six (6) City employees from April 2026 – August 2026 for City-Wide sidewalk improvements.
- B. **Payment.** The City shall provide LT Construction bi-monthly progress payments for the work performed under this agreement. The frequency of payment periods may change based upon mutual agreement of both parties. The payments shall be based on final quantities measured in the field and accepted by the City per the specifications outlined in **Exhibit A** attached hereto. For each progress payment, the City shall prepare a written pay estimate to be reviewed and agreed upon by both parties. The City shall make the final payment for all work within 60 days of final quantity acceptance.

V. INDEMNIFICATION AND INSURANCE

- A. **Mutual Release and Indemnification:** The City and the LT Construction, their contractors, subcontractors, employees and agent(s) hereby release and covenant and agree to indemnify and hold harmless one another from any and all claims, causes of action, demands for damages, suits, either in law or in equity, or expenses or liabilities of any kind, arising out of or virtue of the execution and performance of this Agreement.
- B. **Insurance:** LT Construction shall obtain and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance, comprehensive coverage insurance and other insurance coverage as may be required by the City. All insurance policies shall name the City as an additional insured or certificate holder. All insurance required hereunder shall be with a company or companies licensed to conduct business in the State of Illinois.

VI. DEFAULT AND REMEDIES

- A. **Default by LT Construction:** Should review by the City of LT Construction's performance show material nonconformity with any terms or conditions herein, LT Construction shall be in breach of this Agreement, and the City may take appropriate actions as it deems necessary, including but not limited to temporary withholding or reduction of payments or seeking reimbursement of any and all funds paid by the City to LT Construction under this Agreement. The selection of

a remedy other than termination shall not prevent the City from subsequently terminating this Agreement as described herein.

Upon receiving written notice from the City of any failure to perform and execute the terms and conditions of the Agreement, the LT Construction shall have sixty (60) days to cure said non-performance. City and LT Construction shall agree, in writing, that terms and conditions of Agreement have been rectified and any payments withheld shall be executed within ten (10) days of rectified agreement.

B. **Default by City:** Should there be material nonconformity with any terms or conditions herein by the City, the City shall be in breach of this Agreement, and LT Construction may take appropriate actions as it deems necessary, including but not limited to temporary withholding of any services contemplated by the Agreement. The selection of a remedy other than termination shall not prevent LT Construction from subsequently terminating this Agreement as described herein.

Upon receiving written notice from LT Construction of any failure to perform and execute the terms and conditions of the Agreement, the City shall have sixty (60) days to cure said non-performance. City and LT Construction shall agree, in writing, that terms and conditions of Agreement have been rectified and any services withheld shall be performed within ten (10) days of rectified agreement.

VII. TERM AND TERMINATION

A. **Term:** The term of this Agreement shall take effect when this Agreement is duly executed and shall terminate on October 31, 2026.

B. **Events Causing Termination:** This Agreement shall terminate upon any of the following events:

1. Voluntary or involuntary dissolution of LT Construction.
2. By either party for convenience by sending written notice sixty (60) days prior to termination.
3. Termination for cause pursuant to Section VII.C below.
4. Expiration of the term of this Agreement as set forth above.

C. **Termination for Cause:** This Agreement may be terminated upon sixty (60) days prior written notice to the other party in the event of a material breach by such other party. The written notice shall specify the grounds for such termination and the effective date of such termination, which shall be no less than sixty (60) days after the date of the notice of termination. In the event that said default is cured by the breaching party to the satisfaction of the other party prior to said date, this

Agreement shall not be terminated for cause. In the event such default cannot be cured within such cure period but the parties enter into an agreement for cure of the default and the breaching party diligently proceeds to cure the same, the cure period shall be extended beyond its original length for such additional period as agreed upon by the parties. A default not cured as provided herein shall constitute a breach of this Agreement.

D. **Liabilities Upon Termination:** Upon termination of this Agreement, the City shall be obligated to pay all amounts due and owing to LT Construction for performance under this Agreement. The City may withhold any payments to LT Construction for the purpose of set off until such time as the exact amount of damages due the City from LT Construction is determined.

VIII. WAIVER

Either party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that such waiver shall be in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party under this Agreement.

IX. NON-ASSIGNMENT

It is hereby understood that the benefits and public financial assistance as described herein are not assignable or transferable unless expressly approved by the Rockford City Council.

X. COMPLIANCE WITH LAW

A. **Legal Compliance:** In all matters pertaining to this Agreement, LT Construction and the City shall conform strictly to all federal, state and municipal laws, applicable rules and regulations, and any and all amendments thereto, and to the methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies.

B. **Non-Discrimination:** LT Construction agrees to comply and assure that no discrimination against any person or group of persons on account of race, sex, creed, color, age, handicap, or national origin shall be made in the provision of services, or in any other manner in performance of this Agreement.

C. **Conflict of Interest:** The City and LT Construction hereby covenant and agree that during the term that no member of the City Council or any other public official, who exercises any functions or responsibilities with respect to this program, shall have any personal or financial interest, direct or indirect, other than the employee's salary, in any matter to be performed in connection with the Workforce Development Initiative assisted under this Agreement.

XI. ADMINISTRATION

The Director of Public Works, or his designee, on behalf of the City, shall administer the terms and provisions of this Agreement. Unless law otherwise requires, all necessary notices, submissions and approvals shall be given to or by the Director.

XII. NOTICES

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this program, shall be deemed properly given if hand delivered or sent by either United States mail, postage prepaid, or nationally recognized overnight courier service (e.g., UPS or FedEx) to the following addresses:

AS TO THE CITY:

Ken Mattson, CIP Operations Manager
City of Rockford
425 E. State Street
Rockford, Illinois 61104
Email: Ken.Mattson@rockfordil.gov

AS TO LT CONSTRUCTION:

Tank Weathers
LT Construction, Inc.
1288 Anee Drive
Rockford, Illinois 61108

Electronic mail or facsimile may also be used as a method of delivery, but only if accompanied by concurrent Notice given by one of the other designated methods of delivery set forth above.

XIII. AMENDMENTS

This Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. The City or the LT Construction may request changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation for LT Construction, which are mutually agreed upon by and between the City and LT Construction, shall be incorporated in written amendments to this Agreement.

XIV. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or

circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision hereof shall be deemed valid and be enforced to the fullest extent permitted by law.

XV. NO EMPLOYMENT RELATIONSHIP

The LT Construction shall act as an independent contractor, and not as an employee of the City, in completing the aforementioned Workforce Development Initiative. This Agreement is not intended to and shall not be construed to create an employment relationship between the City or any department thereof and LT Construction or its members, employees or contractors. No member, employee or contractor shall perform any function or make any decision reserved by law or policy to the City.

XVI. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the Ordinances of the City of Rockford.

XVII. COUNTERPARTS

This MOU may be signed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XVIII. ASSIGNMENT

This Agreement may not be transferred or assigned.

XIX. ENTIRE AGREEMENT

The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties.

XX. THIRD PARTY BENEFICIARY

Nothing contained in this Agreement or any act of the City or LT Construction shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal, or agent limited or general partnership, joint venture or any association or relationship involving the City.

XXI. AUTHORITY

A. **Actions:** The City covenants to LT Construction and agrees that the City will take such actions as may be required and necessary to enable the City to execute this Agreement and to carry out fully and perform the terms, covenants, agreements, duties, and obligations on its part to be kept and performed as provided by the teams and provisions hereof.

B. **Powers:** The City hereby represents and warrants to LT Construction that the City has full constitutional and lawful right, power, and authority under currently applicable law to execute, deliver, and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by any necessary City proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority. LT Construction hereby represents and warrants that it is a duly organized, validly existing Illinois corporation and that it has the right, power, and authority to execute, deliver, and perform the terms and obligations of this Agreement. This Agreement constitutes the legal, valid, and binding obligation of LT Construction, enforceable in accordance with its terms and provisions.

The City and LT Construction have executed this Agreement on the date above first written.

CITY OF ROCKFORD,
An Illinois Municipal Corporation

BY: _____
Thomas P. McNamara, Mayor

_____ Date

ATTEST:

BY: _____
Angela L. Hammer, Legal Director

_____ Date

LT CONSTRUCTION, INC.,
An Illinois Corporation

BY: _____
Tank Weathers, Owner

_____ Date

12/19/2025

Exhibit A

SECTION 1 – GENERAL PROVISIONS

1.1 DESCRIPTION OF WORK.

The City of Rockford requests bids from qualified companies to provide all labor, materials, equipment, and supplies necessary for **Workforce Development Program 2026** as described in these specifications. The work consists of various sidewalk repairs throughout the City. Repairs may include but are not limited to, curb repairs, sidewalk, ADA ramps, structure adjustments, and apron repairs.

A general quantity breakdown and description of each proposed project location has been included for reference; however project locations and scope are subject to change by project ownership. Reasonable effort has been made to ensure that the bid quantity breakdown sheets are accurate however, quantities in the breakdown sheets are provided only as a courtesy for bidding and are subject to change by the owner.

1.2 CONSTRUCTION LAYOUT STAKES.

The Contractor shall be responsible for setting and staking all grades as needed at no additional cost to the Owner. Any deviation from the final grading described in these specifications without written authorization from the Owner will not be accepted for payment until the Contractor has corrected the construction to the satisfaction of ownership. Project shall be constructed as "grade to drain" and must convey all storm water to approved inlets and structures.

1.3 CONTRACT SUBLetting-COOPERATION AMONG SUBCONTRACTORS.

The following is in addition to Section 108.01 of the IDOT Standard Specifications and shall read as follows:

"Total contract costs" shall equal the sum of the pay items listed in the contract. Prior to the approval of any subcontracts by the Owner, the Contractor shall designate those Pay Items that are to be subcontracted. Subcontracted pay items shall include all labor, materials and equipment to complete the pay item, as required by the contract, including purchase and delivery of materials to the job site. The determination of Contractor's own organization work shall be those pay items that are constructed at the job site with the Contractor's labor and equipment. Labor shall include all personnel working for the Contractor. The cost of that portion of "total contract cost" which is subcontracted shall be determined by multiplying the unit cost as designated in the Pay Item, times the actual units provided, as physically constructed at the job site, and finally verified by the Owner. No division of individual Pay Items between the Contractor and Subcontractor(s) shall be permitted. Any violation of this paragraph may result in disqualification of the Contractor from future bids.

It shall be the responsibility of the Contractor to ensure full cooperation among the Subcontractors doing work on the project.

All Subcontractors to be utilized by the Contractor shall provide Ownership with a Project Specific Certificate of Insurance naming City of Rockford as additional insured prior to commencement of work by said Subcontractor.

1.4 CONTROL OF WORK.

No work shall be done by the Contractor until a pre-construction meeting has been held and until a 48 hour notice has been provided to the City's Project Manager.

The Contractor and/or their sub-Contractor shall contact any resident prior to a temporary loss of access to their house a minimum of 48 hours but not more than 72 hours, prior to the commencement of these activities. The morning of the work, the Contractor will again be required to notify the residents door to door. The Contractor should provide information regarding the anticipated time that full access will be restored. Coordination between activities should allow for work to be done in a timely manner to permit access to the roadway.

1.5 CONSTRUCTION INSPECTION.

Any work performed without the presence of an Owner's designated representative to inspect said construction shall not be accepted for payment as directed by the Owner. Contractor shall notify Ownership a minimum of 24 hours in advance of the start of construction or the continuation of construction following a pause in work.

City representatives shall only be available between 7:30 am and 3:30 pm on weekdays. Inspectors will not be available on Saturdays, Sundays and official City of Rockford holidays. Except for work required to maintain warning lights, barricades and other safety/health-related systems, no work shall be performed on Saturdays, Sundays, legal holidays, or between 3:30 p.m. and 7:30 a.m. on other days without specific permission of the Owner. Additionally, no work will be allowed in certain areas of the project on days as specified by the City of Rockford.

Owner will provide services as needed for construction observation/inspection between the hours of 7:30 a.m. and 3:30 p.m., Monday through Friday, except for official City of Rockford holidays. Should the Contractor work outside these hours whether by his choice or in response to an emergency situation, Contractor shall pay for excess observation time at a rate of \$70.00 per hour per inspector for the number of construction observation/inspection hours expended by the Owner's designated representatives. The applicability of this excess engineering cost shall be determined on the basis of the representative's work hours expended **in each individual day** and shall not be predicated upon Contractor's work hours on preceding days or the Contractor's proposed schedule for completing the Project. Moneys due the Owner for excess engineering shall be deducted from the project's final application for payment.

1.6 EXISTING UTILITIES AND DRAINAGE STRUCTURES LOCATIONS.

Ownership does not guarantee the completeness or accuracy of the information shown on any plans regarding gas and water mains, sewers, inlets, buffalo boxes and power lines, poles or any

other existing utilities or drainage structures. The Contractor shall make their own investigation to verify or determine the existence, nature and location of all utilities on the site that may interfere with construction before commencing work. The Contractor shall report to the Owner any omissions or differences in location from that shown on any project plans. Care should be taken while working near these utilities to prevent their damage.

1.7 REQUIREMENTS FOR WATER MAIN VALVE SHUT OFF.

- a) Contractor shall obtain the permission of the Water Superintendent, or his designee, prior to any water main valve shut off.
- b) Contractor shall notify all water customers affected by the water main valve shut off at least 24 hours in advance, using forms supplied by the Water Division.
- c) Contractor shall notify the Water Division Operations Center Operator (779-348-5712) prior to any water main valve shut off and provide the following information (pursuant to Illinois Municipal Code 65 ILCS 5/11-20-10.5):
 - Streets and boundaries of shut down
 - Time of shut down
 - Approximate duration of shut down
 - Number of customers affected
 - If non-residential customers (hospitals, nursing homes, restaurants, etc.) are affected, a count of how many individuals affected will be provided.
- d) Contractor shall notify Water Division Operations Center Operator upon completion of repairs and restoration of water service.
- e) Contractor shall demonstrate, to the satisfaction of the Owner, that water service at each residence or business affected by the shutdown has been restored once the water service line has been reconnected.
- f) Contractor shall meet with Water Division personnel at least two (2) days prior to start of construction to coordinate exercising valves and determining valve shut off patterns during construction. The shutdown shall be allowed to proceed only after the Water Division representative has determined that the required valves are functioning. The Contractor shall be responsible for turning valves on and off during construction and accepts the responsibility for any and all damage to City property during construction.
- g) All costs of work associated with scheduled water main valve shut off shall be included in the individual bid items and no additional compensation shall be allowed.

1.8 REQUIREMENTS FOR UNSCHEDULED (EMERGENCY) WATER MAIN VALVE SHUT OFF:

- a) In the event the Contractor must perform an unscheduled water main valve shut off; the Contractor shall notify the Water Division Operations Center Operator (779-348-5712) as soon as possible.
- b) The Contractor shall notify all water customers affected by the water main valve shut off and the need to boil water as soon as possible, using forms supplied by the Water Division.
- c) The Contractor shall provide the following information (pursuant to Illinois Municipal Code 65 ILCS 5/11-20-10.5):
 - Streets and boundaries of shut down
 - Time of shut down
 - Approximate duration of shut down
 - Number of customers affected
 - If non-residential customers (hospitals, nursing homes, restaurants, etc.) are affected, a count of how many individuals affected will be provided.
- d) If the Contractor is involved in repairs, the Contractor shall notify Water Division Operations Center Operator upon completion of repairs when water service has been restored.

1.9 FAILURE TO COMPLETE WORK ON TIME.

The Schedule of Deductions for Each Day of Overrun in Contract Time shall be according to Section 108.09 of the IDOT Standard Specifications.

1.10 MAINTENANCE OF DRIVEWAYS.

Contractor shall provide vehicular access to residential or commercial/industrial driveways that shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to the extent that safe access may be provided, and the street is open to local traffic, the Contractor shall immediately clear the street and driveways and provide and maintain access. Any aggregate used to maintain access to driveways shall be considered incidental to the various bid items.

1.11 EROSION CONTROL AND NPDES COMPLIANCE.

The Contractor shall provide all materials, labor, equipment and all other incidentals to provide proper erosion control as indicated in this General Provision to this Contract.

This work shall conform to the applicable portions of section 280 of the Standard Specifications and the attached details and all requirements set forth in the General NPDES Permit No. ILR10. The management practices, controls and other provisions contained in the erosion and sediment

control plan must be at least as protective as the requirements contained in the Illinois Urban Manual.

Any deviation of installation practices from the standard details shall be submitted to the Engineer for approval prior to placement.

The Contractor shall name a person at the preconstruction meeting who shall be on the jobsite during construction and who shall be responsible for ensuring the erosion control work is completed in a timely manner.

Any disturbed areas shall be kept to a practical minimum and shall be temporarily seeded, mulched, sodded or paved within 7 calendar days; except where Construction activity will resume on a portion of the site within 14 days from when activities ceased, (e.g. the total time period that construction activity is temporarily ceased is less than 14 days) then stabilization measures do not have to be initiated on that portion of the site by the 14th day after construction activity temporarily ceased. Best management practices will be in place downslope of the disturbed areas until final stabilization has occurred.

Any excess construction materials on site must be properly disposed of. All excess concrete material must be disposed of in an approved concrete washout container. NO CONCRETE IS TO BE WASHED INTO THE PARKWAY. The type, size, location and design of the concrete washout structures may vary but each must be approved prior to use. Concrete washout structures used on this project are considered incidental to the contract and will not be considered for additional payment.

When excess topsoil and excavated material is removed from the site, the Contractor shall take special precautions to avoid tracking or spilling dirt onto the adjacent roadways. If excavated material is spilled outside of the job site, the Contractor shall remove the debris and clean the pavements to the satisfaction of the Engineer, and properly dispose of the material.

1.12 SCHEDULING OF WORK.

Contractor shall abide by the City of Rockford Construction Noise Ordinance (Sec. 17-6) for all work with the following exception. In certain areas (some commercial and/or industrial areas), the Contractor may be required to work outside of these hours. Ownership may waive specific requirements of the City of Rockford Construction Noise Ordinance on an individual case basis.

Contractor acknowledges that alterations to the construction sequencing and schedule may be required for coordination with any third-party utilities. Contractor shall be responsible for any necessary coordination with utility companies. Any delay to the contract caused directly or indirectly by third party utilities shall not be cause for adjustment to the contract sum.

Contractor shall be responsible for providing updated project schedules in the provided format to be submitted each Tuesday by the end of business hours. Schedules shall be completed electronically using the format provided. Schedules shall be completed to the quality and satisfaction of project ownership.

1.13 REMOVAL OF OLD CASTINGS.

Any manhole, handhole and inlet castings to be replaced shall be removed from the jobsite the same day that the new casting is installed. Used castings shall be disposed of at a designated location at the City Yards for recycling. The address of the City Yards is 523 S. Central Avenue, Rockford, IL 61102.

1.14 DISPOSAL OF CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD).

Per guidelines set by the Illinois Environmental Protection Agency (IEPA) (Public Act 96-1416, effective July 30, 2010) construction and disposal practices at jobsites and at CCDD sites have been changed as of July 30, 2010.

As stated by the IEPA: "Clean Construction and Demolition Debris (CCDD) is uncontaminated broken concrete without protruding metal bars, bricks, rock, stone, or reclaimed asphalt pavement generated from construction or demolition activities. When uncontaminated soil is mixed with any of these materials, the uncontaminated soil is also considered CCDD. Uncontaminated soil that is not mixed with other CCDD materials is not CCDD."

Under this contract, material to be removed from the jobsite shall be disposed of at the Contractor's expense following all applicable local, state and federal requirements as well as any requirements set forth by the Illinois Environmental Protection Agency and the Illinois State Pollution Control Board. These legal requirements specifically include but are not limited to the Illinois Environmental Protection Act (415 ILCS 5), IEPA CCDD Guidelines (Public Act 96-1416), and Title 35 of the Illinois Administrative Code.

It shall be the Contractor's responsibility to properly dispose of all material to be removed from the project limits including both CCDD and non CCDD material. Any additional costs incurred to the Contractor for the disposal of material shall be considered incidental to various excavation and removal pay items and will not be considered for additional payment of any kind. Such additional incidental costs may specifically include but are not limited to trucking and hauling, off-site material handling, over-weight permits, tipping fees, regulatory fees and surcharges, any applicable taxes, and any disposal costs including those for hazardous and non-hazardous special waste. No special pay item for Non-Special Waste Removal, Special Waste Removal, or Hazardous Waste Removal has been included in this contract, but the requirements for removal of such materials must still be in accordance with Articles 202 and 669 of the Standard Specifications for Road and Bridge Construction.

Contractor shall make every effort to re-use all excavated material on site for trench backfill, parkway restoration, or any other uses within the scope of the contract plans and specifications. Re-use of material for any reason shall be approved by the owner prior to placement of material at the jobsite.

All excavation and removal operations shall conform to Section 202 – Earth and Rock Excavation from the Standard Specifications for Road and Bridge Construction Adopted April 1, 2016.

The City of Rockford has determined that some project locations may be within a residentially zoned area and upon request will provide the Contractor with a signed copy of IEPA Form LPC-662 certifying the project site as never having been used for commercial or industrial purposes. This form may be used at the Contractor's discretion to indicate to a certified CCDD fill site, soil fill operation licensed landfill, recycling center, or other disposal site operator that the material removed from the project site was never used for commercial or industrial purposes.

Some project locations may not be covered under IEPA Form LPC-662 and in such a case, the Contractor shall still be fully responsible for proper disposal of any excavated material.

It should be noted that even with the completion of IEPA Form LPC-662, The City of Rockford does not provide any representation or guarantee as to the chemical composition of any material to be removed from the project site and additional testing may or may not be required prior to acceptance at a fill site. Any costs incurred by the Contractor for chemical testing of removed material shall be considered incidental to the various excavation and removal pay items and will not be considered for additional payment. Furthermore, the operator of any private fill site retains the right to reject any material at their discretion based on their own determination of the suitability of the material for their site. It is recommended that the Contractor take care not to stockpile or mix together material from different sites before taking that material for disposal.

1.15 EXAMINATION OF THE PROJECT SITE.

Bidders should carefully examine the project site(s), to eliminate misconceptions, verify dimensions, elevations, working conditions, transportation and storage facilities. Bidders should give due consideration to same in preparing their proposals as no exceptions will be considered after awarding the contract; nor will the Contractor be entitled to any extra compensation for their failure to verify conditions at the site.

1.16 PROTECTION OF PERSONS AND PROPERTY.

The Contractor shall assume and bear all risk of damage to the work, and all risk of any accident(s), from whatsoever cause arising, until the work herein provided for shall be fully completed and accepted by the City.

Any damage to property outside of what has been asked in these specifications shall be restored to its original state or as directed by the Engineer, at the Contractor's expense.

1.17 WORK IN RIGHT OF WAY.

All work in the public right of way shall be done in accordance with Chapter 26 of the City of Rockford Code of Ordinances.

1.18 PERMITS AND NOTICES.

The City of Rockford will issue permits for work on City property. When applicable, the Contractor is responsible for procuring permits from the Illinois Department of Transportation when working within the State Right of Way. City of Rockford permitting fees are waived for City projects.

1.19 PROPER BACKFILLING.

All trenches shall be backfilled, from the bottom of the trench to the centerline of the pipe, with granular backfill or approved native material. The backfill material shall be deposited in the trench for its full width on each side of the pipe simultaneously, distributed evenly by hand, carefully packing the backfill material under the haunches of the pipe and compacted by tamping.

All trenches shall be backfilled, from the centerline of the pipe to a depth of one (1) foot above the top of the pipe, with granular backfill or approved native material compacted by tamping. The contractor shall use special care in placing this portion of the backfill so as to avoid injuring or moving the pipes. Ag Lime materials will not be allowed for backfill material.

When the type of backfill is not indicated in the plans, or elsewhere specified, the trench shall be backfilled, from one (1) foot above the pipe to the finished grade, with native material, or other materials approved by the Engineer, in twelve (12) inch layers compacted by tamping.

Granular backfill material is required under pavements, curbs, driveways, or sidewalks planned to be constructed within one (1) year after backfill. The area requiring such granular backfill shall be indicated in the plans. Where the excavation is made through or within two (2) feet of permanent pavements, curbs, driveways, or sidewalks, or where such structures are undercut by the excavation, or where such structures may reasonably be expected to be constructed over or within two (2) feet of the excavation within one (1) year after backfilling, the entire backfill to the subgrade of the structures shall be made with granular backfill material, as approved by the Engineer, placed in six (6) inch layers, loose measurement, and compacted to not less than ninety-five (95) percent of standard laboratory density in accordance with the requirements of ASTM Standard D-698.

1.20 MOBILIZATION.

Refer to Article 671.02 of the Standard Specifications and delete this paragraph in its entirety.

Contractor acknowledges that the nature of this project requires varying scopes of work at many locations throughout a large area. As such, no additional payment will be made for mobilization for any location additions or deletions or changes in scope of work at any particular location.

There shall be no mobilization payments made on this Project.

1.21 SAWCUTTING.

Work shall consist of sawing existing pavements to such a depth that when the pavement is removed, a clean neat edge will result with no spalling of the remaining pavement. Saw cutting shall be performed at all locations where pavement is removed and will be replaced. This work item shall be considered incidental to construction and no further compensation will be allowed.

SECTION 2 – SPECIAL PROVISIONS

2.1 PARKWAY RESTORATION.

Description. This work shall conform to Section 250 of the Standard Specifications and consist of repairing disturbed areas.

Construction. Disturbed areas to be provided with 4" of topsoil and seeding. Seeding material shall be indigenous to Winnebago County, meet with the requirements of Article 1081.04. Topsoil material shall be indigenous to Winnebago County, meet with the requirements of Article 1081.05 of the Standard Specifications, and have no more than 55 percent sand content as determined in accordance with AASHTO T88. Seeding method shall consist of applying seed, fertilizer and wood mulch hydraulically on prepared seedbed in accordance with IDOT Section 250 and 251 in so far as said sections apply. Erosion control blankets must be installed at all disturbed areas and meet with the requirements of Article 1081.10 of the standard Specifications.

Any water service boxes in parkway areas to be restored must be adjusted to the proper height prior to seeding. Contractor must contact the owner prior to parkway restoration if a valve box is not adjustable or is broken. If replacement parts are required, contractor shall contact owner for supply of new parts.

Guarantee. All seeded areas shall be maintained for at least 30 days after application. Seeding that is required by the Owner after October 10 must meet the following guarantee the following spring. Scattered bare spots no larger than 0.25 square feet (6" X 6") will be allowed up to a maximum of 5% of any seeded area including 30 day maintenance and mowing.

Method of Measurement. This work will be measured for payment as one single Lump Sum.

Contractor acknowledges that the nature of this project requires varying scopes of work at many locations throughout a large area. As such, no additional payment will be made on this lump sum item for any location additions or deletions or changes in scope of work at any particular location.

Basis of Payment. This work will be paid for at the contract unit price per lump sum for PARKWAY RESTORATION.

2.2 P.C.C. APPROACH PAVEMENT, 6"

Description. This work shall consist of construction portland cement concrete driveway pavement on a prepared subgrade in accordance with Section 423 of the Standard Specifications and the details in the plans.

Construction. Aggregate base course material Type B shall be placed and compacted under the new approach pavement. Minimum thickness for this aggregate base course material shall be four (4") inches at no additional cost to the Owner.

A welded wire fabric reinforcing steel equal to or better than 6"x6" D8.0/D8.0 in all alley approaches shall be provided at no additional cost to the Owner.

Any parkway restoration required by the installation of approaches shall be considered incidental to this contract and will not be considered for additional payment.

Any water service boxes in approach areas to be replaced must be adjusted to the proper height prior to concrete placement. Contractor must contact the owner prior concrete placement if a valve box is not adjustable or is broken. If replacement parts are required, contractor shall contact owner for supply of new parts. Valve boxes to be set in concrete must have protective cone installed.

Method of Measurement. Measurement for this work will be on a per square yard basis.

Basis of Payment. This work will be paid for at the contract unit price per square yard for P.C.C. APPROACH PAVEMENT, 6" and P.C.C. APPROACH PAVEMENT, 8".

2.3 PORLAND CEMENT CONCRETE SIDEWALK, 4-INCH.

Description. This work shall consist of construction portland cement concrete sidewalk and sidewalk accessibility ramps on a prepared subgrade in accordance with Section 424 of the Standard Specifications and the details in the plans.

Subgrade Preparation: Add the following to Article 424.04 of the Standard Specifications: concrete shall not be placed on soft, muddy, frozen or non-compactated subgrade or subbase.

Finishing: The surface shall be scored according to the plan details, or if not otherwise specified, in five (5) foot squares with a directional broom finish. Tooled joints, which are at right angles to the edge of walk should be placed according to the scoring pattern as indicated on the plans, or if not otherwise specified, at five (5) foot intervals. These joints shall be at least 1 ½ inches deep and not less than 1/8 inches wide, but no more than ¼ inches wide.

Expansion Joints: Add the following to Article 424.07 of the Standard Specifications: Expansion and contraction joints shall be placed in prolongation with adjacent pavements. They shall also be placed between the new sidewalks and the existing pavements, new sidewalks and existing buildings, and at intervals at 50 feet. Asphalt joints or fiber joints with rubber joint sealer may be used.

Curing and Protection: Curing and protection shall be in accordance with Article 1020.13 of the Standard Specifications.

Cold weather protection shall be considered incidental to the contract.

Curb Ramps: Add the following to Article 424.08 of the Standard Specifications: Sidewalks at curb ramps shall be thickened to 8" and include welded wire fabric. The additional thickness for curb ramps and reinforcement shall be included in the cost and shall include all labor and materials to install the walk as shown herein and as directed by the Engineer.

Any curb and gutter needed to be modified due to ADA curb ramps shall be saw cut to depressed curb using a curb cut machine and shall be incidental to this item.

All sidewalks to be installed shall conform to all applicable laws and regulations including, but not limited to, newly revised PROWAG requirements. In cases where legal requirements may conflict, the Owner shall choose the governing regulation to follow. The Contractor must be knowledgeable of PROWAG and ADA regulations and shall provide assistance to the Owner in the design of all sidewalk installations at no additional cost to the Owner. Assistance may include but is not limited to field assistance in measuring sidewalk grades, staking and layout of curb ramps, verification of PROWAG compliance and final grade checks of formwork prior to the placement of concrete material.

Alley and Driveway Approaches: Sidewalk will be thickened to 8" and base course thickened to 4" through alley approaches and shall be reinforced with welded wire fabric reinforcing steel equal to or better than 6"x 6" D8.0/D8.0. The additional material and welded wire fabric reinforcing steel will be incidental to this item.

Utility Adjustments: Any water service boxes, valves, manholes, handholes or other utility device in sidewalk areas must be adjusted to the proper height prior to the sidewalk placement. Contractor must contact the Owner prior to concrete placement if a valve box or other utility device is not adjustable or is broken. If replacement parts are required, the Contractor shall contact the Owner for supply of new parts. Valve boxes to be set in concrete must have a protective cone installed.

Parkway Restoration: Any parkway restoration required by the installation of sidewalk shall be considered incidental to this contract and will not be considered for additional payment.

Method of Measurement. This work will be measured for payment in place and the area computed in square feet. Curb ramps will be measured for payment as sidewalk.

Basis of Payment. This work will be paid for at the contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK, of the thickness specified, which price shall include subgrade preparation and Aggregate Base Course Type B.

2.4 DETECTABLE WARNINGS

Description. This work shall consist of providing all labor, materials, tools, and equipment necessary to construct the ADA detectable warnings as indicated on the Drawings and shall conform to the applicable portions of Section 424 of the Standard Specifications.

Detectable warnings shall consist of a surface of truncated domes aligned in a square pattern (parallel alignment) or triangular pattern. Dome spacing, dome size and detectable warning location are shown in Highway Standard 424001 "Curb Ramps for Sidewalks". Detectable warning surfaces shall contrast visually with the adjacent walking surfaces by having light on dark or dark on light; and shall extend 24 inches in the direction of travel and the full width of the curb ramp, landing or sidewalk. The required texturing shall be truncated dome construction and shall consist of Federal Standard color 30166 to meet the contrast requirement.

Detectable warnings shall be manufactured products set in the poured sidewalk. Provide removable detectable warnings made of glass and carbon reinforced composite, as manufactured by ADA Solutions, Inc of N. Billerica, MA or approved equal. Box outs with poured colored concrete will not be allowed. Physical characteristics: Compressive Strength 28,900 psi (ASTM D695), Flexural Strength 29,300 psi (ASTM D790), Slip Resistance 1.18 dry/1.05 Wet (ASTM C1028).

Product samples shall be submitted to ownership for approval prior to construction.

Method of Measurement. This work will be measured for payment in place and the area computed in square feet.

Portland cement concrete sidewalk, to which it is applied, will be paid for separately.

Basis of Payment. This work will be paid for at the contract unit price per square foot for DETECTABLE WARNINGS.

2.5 COMBINATION CURB AND GUTTER REMOVAL

Description. This work shall conform to the applicable portions of Section 440 of the Standard Specifications.

This work shall include the careful removal of the concrete curb and gutter designated on the plans to be removed. The cost of sawcutting, where the removal is not to an existing joint, shall be included in the cost of the curb and gutter removal. The Contractor shall take care that a clean, neat edge is left without damaging the adjacent areas. Care must be taken such that concrete joint faces remain vertical and are protected from spalling. The area of curb and gutter removal shall be deep enough to accommodate both the new base stone and the new curb and gutter.

If the existing curb and gutter is wider than shown on the plans no additional payment will be made for removal. Contractor shall be responsible for the removal and disposal of all waste materials.

Contractor shall take special care to the parkway during removals. Any damage done to sprinkler systems or invisible fencing shall be the responsibility of the contractor and no additional payment will be made.

Method of Measurement. This work will be measured for payment in feet. The measurement will be made along the face of the curb.

Basis of Payment. This work will be paid for at the contract unit price per foot for COMBINATION CURB AND GUTTER REMOVAL.

2.6 SIDEWALK REMOVAL

Description. This work shall conform to the applicable portions of Section 440 of the Standard Specifications.

The area of sidewalk removal shall be deep enough to accommodate both the new base stone and the new sidewalk. Regrading of parkways, yards and other areas to accommodate revised sidewalk grades shall be incidental to this item and will not be considered for additional payment unless the elevation of the new sidewalk differs from the elevation of the old sidewalk by an elevation of more than 12" measured vertically. Areas near and adjacent to newly installed sidewalk shall be regarded to the satisfaction of the owner including any regarding of parkways.

In areas where the new sidewalk elevation differs from the old sidewalk elevation by more than 12", excavation of the parkways, sidewalk and any other required excavation work shall be paid for on a force account basis. IDOT force account requirements shall apply.

Care must be taken such that concrete joint faces remain vertical and are protected from spalling. In cases where drop-offs exceed 2 inches, measures such as temporary wedges may be required and the cost will be incidental to the final contract.

Contractor shall be responsible for the removal and disposal of all waste materials.

Contractor shall take special care to the parkway during removals. Any damage done to sprinkler systems or invisible fencing shall be to responsibility of the contractor and no additional payment will be made.

Method of Measurement. This work will be measured for payment in place and the area computed in square feet.

Basis of Payment. This work will be paid for at the contract unit price per square foot for SIDEWALK REMOVAL.

2.7 APPROACH PAVEMENT REMOVAL

Description. This work shall conform to the applicable portions of Section 440 of the Standard Specifications.

The area of pavement removal shall be according to the typical section that is referenced in the contract. This will include concrete surface edge milling, concrete surface butt joints and concrete surface full-width mill. Care must be taken such that concrete joint faces remain vertical and are

protected from spalling. In cases where drop-offs exceed 2 inches, measures such as temporary wedges may be required and the cost will be incidental to the final contract.

Contractor shall be responsible for the removal and disposal of all waste materials.

Contractor shall take special care to the parkway during removals. Any damage done to sprinkler systems or invisible fencing shall be to responsibility of the contractor and no additional payment will be made.

Method of Measurement. This work will be measured for payment in place and the area computed in square feet.

Basis of Payment. This work will be paid for at the contract unit price per square foot for APPROACH PAVEMENT REMOVAL.

2.8 COMBINATION CONCRETE CURB AND GUTTER, TYPE M-6.18 (MODIFIED)

Description. This work shall conform to the applicable portions of Section 606 of the Standard Specifications.

One inch (1") Ceramer expansion joint material or an Engineer approved equal, shall be installed at 100 foot intervals, at all radii and 5 feet either side of inlets when not at radii. Each expansion joint shall be finished with an Engineer approved caulking material that fills the void between the Ceramer expansion joint material and the face of the curb. Aggregate required under the curb shall be the thickness shown on the plans and shall be included in the unit cost per foot of concrete curb and gutter.

Pavement removal and replacement for combination concrete curb and gutter construction shall be included in the cost for the combination concrete curb and gutter. If sawcut is less than 4' wide from pavement edge, pavement section must be filled with concrete base course to 2" below surface and finished with a layer of hot-mix asphalt pavement. Otherwise- pavement section may match existing pavement section.

Expansion joints, aggregate under the curb & gutter (4" minimum depth), curb and gutter removal, necessary pavement removal, and pavement replacement (to an elevation two inches below the new curb and gutter flag) shall be required and shall be incidental to this item.

Replacement of curb and gutter must be completed and cured before milling operations on the adjacent bituminous pavement.

Method of Measurement. This work will be measured for payment in feet in accordance with Article 606.14(b).

Basis of Payment. This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER, TYPE M-6.18 (MODIFIED).

2.9 TRAFFIC CONTROL AND PROTECTION, SPECIAL

Description. This work shall consist of furnishing, installing, maintaining, relocating, and removing work zone traffic control and protection in accordance with Section 701 of the Standard Specifications and the standard details shown in the plans.

Equipment. This includes all signs, signals, temporary pavement markings, other required traffic control markings, barricades, warning lights, and other devices which are to be used to regulate, warn or guide traffic during construction of this improvement in addition to Article 701.03 of the Standard Specifications.

General. All work shall be in conformance with the current edition of the Illinois Department of Transportation's Manual on Uniform Traffic Control Devices for Street and Highways.

Add the following to Section 701:

The Contractor will be required to furnish all traffic control devices necessary for the convenience and protection of vehicular and pedestrian traffic. Whenever the operation of the Contractor endangers or interferes with vehicular traffic or pedestrians, as determined by the Engineer, the Contractor shall furnish any additional traffic control devices necessary to direct and protect his workmen at no extra cost to satisfy the requirements of the Engineer. The Contractor will be required to furnish the necessary flaggers as specified in the Plans or required by the Engineer on a continuous basis whenever construction operations are in progress.

Traffic control devices may not be delivered to the site more than 5 days prior to installation of the devices, and must be removed from the site within 5 days after the required installation is complete.

The Contractor will be responsible for the proper location, installation and arrangement of all traffic control devices furnished by him. Whenever operations indicate that relocation of a proposed or existing traffic control device is advisable, as determined by the Engineer, the Contractor shall remove, relocate and reinstall the device in question.

All advance warning signs for lane closure, intermediate information signs and standard signs shall be installed in accordance with Illinois Highway Standard 702001-02. Cones will not be allowed as a traffic control device.

The "WORKERS" (W21-1a(0)-48) signs shall be replaced with symbol "Right or Left Lane Closed Ahead" (W4-2R or L (0)- 48) signs.

Daily or periodic lane closures shall be erected no earlier than 9:00 AM and shall be removed no later than 3:30 PM regardless of the day of the week. In the event that a lane closure will remain for more than one calendar day, the Contractor shall notify the Engineer at least 6 hours in advance. Emergency lane closures shall be erected and removed at the explicit direction of the Engineer.

All advance warning signs and traffic control devices shall be removed or covered by the Contractor when such signs and devices are not in effect or at the direction of the Engineer.

The basic layout for traffic control devices will be in accordance with the Traffic Control Plans and Details as indicated in the Plans and Specifications

The Contractor will be responsible for the maintenance of all traffic control devices installed by him as designated in the Plans and Specifications or as required by the Engineer. The Contractor will provide surveillance of all barricades, barrels, warning signs and lights which he has installed on a 24-hour a day basis for each day of this contract. In the event of severe weather conditions, the Contractor shall be required to furnish any additional personnel required to maintain all traffic control devices as required by the Engineer. Surveillance shall mean checking control devices periodically, but not less than once every 12 hours.

The Contractor shall provide the City of Rockford with the name, address and telephone number of two (2) persons who will be responsible for maintaining the traffic control devices and who will be available to the City on an immediate basis 24 hours a day. If, for any reason, one or both of the persons become unavailable, the Contractor shall furnish the same information for other individuals who will be available.

The Contractor will be required to remove all traffic control devices which were furnished, installed or maintained by him under this contract and such devices shall remain the property of the Contractor upon said removal. All traffic control devices shall remain in place until specific authorization for removal is received from the Engineer.

During any construction, a minimum of one twelve (12) foot traffic lane in each direction shall be maintained. Any deviation from this requirement shall be approved by the Engineer, with detour signing provided by the Contractor at the request of the Engineer. No extra compensation will be allowed for detour signing.

Contractor acknowledges that the nature of this project requires varying scopes of work at many locations throughout a large area. As such, no additional payment will be made on this lump sum item for any location additions or deletions or changes in scope of work at any particular location.

Method of Measurement. This work will be measured for payment on a lump sum basis.

Basis of Payment. This work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION.

2.10 SELECTIVE TREE ROOT PRUNING AND REMOVAL >3 "

Description. This work shall include the careful pruning, removal and disposal of selective designated tree roots greater than (3) inch diameter on the plans to be removed. Selective root pruning is the removal of specific offending roots greater than three (3) inches in diameter which are directly interfering with a work area. When pruning out selective roots great care shall be given to retain as much root surface as possible.

General. Sidewalk removal shall occur prior to root pruning. Sidewalk removal shall be performed in a manner which prevents damage to tree branches, trunks and roots and / or prevents soil compaction. After sidewalk removal, the City's Forestry Department must be notified of the



locations where root pruning is required and be allowed to inspect the roots prior to any pruning occurring. Roots are to be pruned not deeper than nine (9) inches below finished grade of new sidewalk, and not more than five (5) inches out from the edge of the new sidewalk.

Method of Measurement. Measurement for this work will be per inch diameter.

Basis of Payment. This work will be paid for at the contract unit price per inch diameter for SELECTIVE ROOT PRUNING AND REMOVAL