



## Agenda Item Executive Summary

**Title:** Ash Street Pump Station Replacement - Construction Contract

**Presenter:** Steven M. Saunders, Director of Public Works/Village Engineer

**Agenda Date:** 07/15/2014

**Consent:**  YES  NO

Ordinance  
 Resolution  
 Bid Authorization/Award  
 Policy Direction  
 Informational Only

### Item History:

2014 Budget Item

### Executive Summary:

The Ash Street Pump Station located at the southeast corner of Ash and Hibbard streets has reached its design life, and warrants replacement. The Pump Station serves the sub-watershed to the east and north including Ash, Cherry, and Oak Streets between Hibbard Road and Glendale Avenue. As part of the Village-wide stormwater improvements, the Village retained the services of Christopher B. Burke Engineering, Ltd. (CBBEL) to evaluate the existing system and identify suitable improvements. The outlet from the Pump Station is restricted by downstream infrastructure, so CBBEL designed the new pumps to maximize outflow to match the outlet capacity. The upgraded capacity will provide additional protection to sub-watershed residents for low intensity rainfall events.

The project is included in the FY 14 budget for \$260,000, with construction scheduled for Fall 2014. The project consists of complete replacement of the existing pump station with a new below-grade pump station, new controls, and new electric service. The project will increase the level of protection for the "tree street" area to approximately a 1 to 2 year storm, and will allow the Village to maximize use of the existing infrastructure as part of the larger Willow Road Tunnel improvements. The proposed contract cost is \$255,150.

The project team recommends the design-build delivery method for the project. Under the design-build method, the owner (the Village) contracts with a single entity, in this case a team led by Christopher Burke Engineering. In contrast to "design-bid-build", this method consists of a single contract, which can minimize risk and compress the project schedule by overlapping the design phase and construction phase of a project. This delivery method is well suited for projects such as the Pump Station because the scope of work is well defined, the materials and equipment are readily available, and the project costs are well defined and confirmable.

### Recommendation:

Consider authorizing the Village Manager to sign a Construction Management Contract, substantially in the form attached subject to final review by the Village Attorney, with Christopher B. Burke Engineering, Ltd. for design and construction of the Ash & Hibbard Pump Station improvements, for an amount of \$255,150.

### Attachments:

1. AT Group Memorandum
2. CBBEL Construction Management Contract
3. CBBEL Final Plans



## **MEMORANDUM**

DATE: July 9, 2014

TO: Steven Saunders, P.E.  
Village of Winnetka

SUBJECT: Ash Street Pump Station

### Background

The Ash Street Pump Station located at the southeast corner of Ash and Hibbard streets has reached its design life, and warrants replacement. The Pump Station serves the sub-watershed to the east and north including Ash, Cherry, and Oak Streets between Hibbard Road and Glendale Avenue. As part of the Village-wide stormwater improvements, the Village retained the services of Christopher B. Burke Engineering, Ltd. (CBBEL) to evaluate the existing system and identify suitable improvements. The outlet from the Pump Station is restricted by downstream infrastructure, so CBBEL designed the new pumps to maximize outflow to match the outlet capacity. The upgraded capacity will provide additional protection to sub-watershed residents for low intensity rainfall events.

The project is included in the FY 14 budget for \$260,000, with construction scheduled for Fall 2014.

### Project Description

Following is a summary of the proposed workplan:

1. Proceed with final engineering and construction
2. Demolish two manholes, and install a new precast concrete wet well with connections to existing the existing inlets and outlets.
3. Furnish and install pumps and appurtenances.
4. Install conduits for power connections to the control panel, and install control panel.
5. Tree removal, and sidewalk, curb and pavement demolition.
6. Restore sidewalk, curb and gutter, pavement and landscape.
7. Provide traffic control including short term shut down of Ash. St.
8. Furnish and install 120/208, 3 phase electrical service with 200 amp main disconnect. Furnish and install pump controls.
9. Furnish and install manual transfer switch, utility meter, generator receptacle, and main disconnect.

The proposed contract cost is \$255,150.

### Delivery Method

The project team recommends the design-build delivery method for the project. Under the design-build method, the owner (the Village) contracts with a single entity, in this case a team led by Christopher Burke Engineering. In contrast to "design-bid-build", this method consists of a single contract, which can minimize risk and compress the project schedule by overlapping the design phase and construction phase of a project.

This delivery method is well suited for projects such as the Pump Station because the scope of work is well defined, the materials and equipment are readily available, and the project costs are well defined and confirmable.

The project team reviewed the proposal from CBBEL and recommends approval. Attached are the following documents:

1. CBBEL Construction Management Contract
2. CBBEL Final Plans

If you have any questions or need additional information, please call me at 847-691-9832, or send an e-mail to [jjohnson@theatgrp.com](mailto:jjohnson@theatgrp.com).





**CONSTRUCTION MANAGEMENT CONTRACT  
FOR DESIGNER-LED DESIGN-BUILD PROJECT**

OWNER: Village of Winnetka  
1390 Willow Road  
Winnetka, IL 60093

CONSTRUCTION  
MANAGER: Burke, LLC  
9575 West Higgins Road, Suite 600  
Rosemont, IL 60018-4920

PROJECT: **ASH & HIBBARD PUMP STATION**

SCOPE: Demolition of two (2) existing manholes. Installation of new precast concrete wet well. Connection to existing 12" RCP, 24" RCP and 10" PVC.

Furnish and install pumps, pump bases, rails, and brackets. Furnish and install pipe, fittings and valves for pump discharge piping and connection to existing 10" PVC forcemain. Furnish and install vent piping.

Directional bore 2" Sch. 40 PVC from panel to power pole. Excavation and backfill for UG electrical conduits.

Pour concrete pads for control panel and set panel.

Tree removal. Sidewalk, curb and pavement demolition.

Restoration of sidewalk, curb and gutter, pavement and landscape.

Traffic control including short term shut down of Ash. St.

Furnish and install 120/208, 3 phase electrical service with 200 amp main disconnect. Furnish and install pump controls in a NEMA 3R enclosure.

Furnish and install manual transfer switch, utility meter, generator receptacle, and main disconnect on unistrut mount adjacent electric service pole which is south of corner of Ash & Hibbard at mid block.

CONTRACT DATE: July 7, 2014

CONTRACT PRICE: \$255,150.00

COMPLETION DATE: December 31, 2014

## ARTICLE 1 - RELATIONSHIP OF THE PARTIES

- 1.1 Relationship. The Relationship between the Owner and the Construction Manager with regard to the Project shall be one of good faith and fair dealing. The Construction Manager agrees to provide the design, construction, management and administration services as set forth in greater detail below.
- 1.2 Engineer. The Engineer for the Project is Christopher B. Burke Engineering, Ltd., a separate company and legal entity closely affiliated with the Construction Manager.

## ARTICLE 2 - DEFINITIONS

- 2.1 Contract Documents. The Contract Documents consist of:
- .1 Change Orders and written amendments to this Contract signed by both the Owner and Construction Manager;
  - .2 This Contract;
  - .3 Surveys, geo-technical information and other information provided by the Owner pursuant to this Contract;
  - .4 The Plans and Specifications, including any Addenda thereto.

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the Documents shall govern in the order in which they are listed above.

- 2.2 Day. A "Day" shall mean one calendar day.
- 2.3 Hazardous Material. A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or cleanup.
- 2.4 Owner. The Owner for the purposes of this Contract is the Village of Winnetka, Illinois, an Illinois municipal corporation.
- 2.5 Subcontractor. A Subcontractor is a person or entity who has an agreement with the Construction Manager to perform any portion of the Work, and includes vendors or material suppliers but does not include the Engineer, any separate contractor employed by the Owner or any separate contractor's subcontractor.
- 2.5 Substantial Completion. Substantial Completion of the Work, or of a designated portion of the Work, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can begin to occupy or utilize the Project, or the designated portion, for the use for which it is intended.
- 2.6 Subsubcontractor. A Subsubcontractor is a person or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's work.

2.7 The Work. The Work consists of all of the construction, procurement and administration services to be performed by the Construction Manager and the Subcontractors under this Contract, as well as any other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

### **ARTICLE 3 - CONSTRUCTION MANAGER'S RESPONSIBILITIES**

3.1 Commencement. The Construction Manager may commence the Work upon execution of this Contract. The parties contemplate that by mutual agreement, the Construction Manager may commence certain portions of the Work, such as procurement of long lead-time items and site preparation, prior to execution of this Contract in reliance on the Price/Schedule Guarantee.

3.2 General Requirements. The Construction Manager shall perform those portions of the Work that the Construction Manager customarily performs with its own personnel. All other portions of the Work shall be performed by Subcontractors or under other appropriate agreements with the Construction Manager. The Subcontractor selection process shall be as set forth in Article 4. The Construction Manager shall exercise reasonable skill and judgment in the performance of the Work. The Construction Manager shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of this Contract which govern performance of the Work.

3.3 Schedule. The Construction Manager shall maintain in written form a schedule of the Work. The schedule shall indicate the dates for the start and completion of various stages of the construction and shall be revised as required by the conditions of the Work. The schedule may contain dates when information, decisions and approvals are required from the Owner; and both the Owner and the Construction Manager agree to use their best efforts to comply with the time requirements of the schedule.

3.4 Meetings. The Construction Manager shall schedule and conduct meetings at which the appropriate parties can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.

3.5 Reports. The Construction Manager shall provide monthly written reports to the Owner on the progress of the Work which shall include the current status of the Work in relation to the construction schedule as well as adjustments to the construction schedule necessary to meet the Substantial Completion date. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner upon reasonable advance notice.

3.6 Cost Control. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities and progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner in the monthly written reports.

3.7 Permits. The Construction Manager shall assist the Owner in securing the building permits necessary for construction of the Project.

3.8 Safety. The Construction Manager shall take necessary precautions for the safety of its employees on the Project and shall comply with all applicable provisions of federal, state and local safety laws and regulations to prevent accidents or injuries to persons on or adjacent to the Project site. The

Construction Manager, directly or through its Subcontractors, shall erect and properly maintain necessary safeguards for the protection of workers and the public. However, the Construction Manager shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from any work at the Project site being performed by someone other than the Construction Manager, a Subcontractor or Subsubcontractor. The **Engineer** shall have no responsibility for safety programs or precautions in connection with the Work and shall not be in charge of or have any control over any construction means, methods, techniques, sequences or procedures.

- 3.9 Cleanup. The Construction Manager shall keep the site of the Work free from debris and waste materials resulting from the Work. At the completion of the Work, the Construction Manager or its Subcontractors shall remove from the site of the Work all construction equipment, tools, surplus materials, waste materials and debris.
- 3.10 Hazardous Materials. The Construction Manager shall not be obligated to commence or continue Work, until any known or suspected Hazardous Material discovered at the Project site has been removed or rendered or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency. The Construction Manager shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material. The Construction Manager shall not be required to perform any Work relating to or in the area of known or suspected Hazardous Material without written mutual agreement and shall resume Work in the area affected by any Hazardous Material only upon written agreement between the parties after the Hazardous Material has been removed or rendered harmless. If the Construction Manager incurs additional costs and/or is delayed due to the presence of known or suspected Hazardous Material, the Construction Manager shall be entitled to a Change Order equitably adjusting the Guaranteed Maximum Price and/or the date of Substantial Completion. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless, regardless of fault, negligence or other liability, the Construction Manager, Engineer, all Subcontractors and Subsubcontractors, and the agents, officers, directors and employees of each of them from and against any and all claims, damages, losses, costs and expenses, whether direct, indirect or consequential, including but not limited to attorney's fees, arising out of or relating to the performance of the Work in any area affected by Hazardous Material. The terms of this indemnification shall survive completion or termination of this Contract.
- 3.11 Intellectual Property. The Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Construction Manager and incorporated in the Work. The Construction Manager shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to defend, indemnify and hold the Construction Manager harmless from any suits or claims of infringement of any patent rights arising out of any patented materials, methods or systems required or specified by the Owner.
- 3.12 Completion. At or promptly after the date of Substantial Completion, the Construction Manager shall secure required certificates of inspection, testing or approval and deliver them to the Owner; collect all written warranties and equipment manuals and deliver them to the Owner; with the assistance of the Owner's maintenance personnel, direct the checkout of utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing; provide the Owner with a set of **"As-Built"** record drawings, **both paper copies and electronically** which the Construction Manager shall have maintained throughout the Project; and prepare and forward to the Owner a punch list of items of Work yet to be completed.

3.13 Indemnification. To the fullest extent permitted by law, the Construction Manager shall defend, indemnify and hold the Owner and the Engineer harmless from all claims for bodily injury and property damage (other than to the Work itself and other property insured under the Owner's builder's risk or other property insurance) to the extent of the negligence attributed to such acts or omissions by the Construction Manager, Subcontractors, Subsubcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the Owner or the Engineer, their officials, agents and employees for their own negligent acts or omissions.

#### **ARTICLE 4 - SUBCONTRACTS**

4.1 General. Work not performed by the Construction Manager with its own forces shall be performed by Subcontractors or Subsubcontractors. The Construction Manager shall be responsible for management of the Subcontractors in the performance of their Work.

4.2 Selection. The Construction Manager shall subcontract with Subcontractors and with suppliers of materials or equipment fabricated to a special design for the Work and, shall manage the delivery of the work to the Owner. The Owner may designate specific persons or entities from whom the Construction Manager shall subcontract. However, the Owner may not prohibit the Construction Manager from subcontracting with other qualified bidders.

.1 If the Construction Manager recommends to the Owner the acceptance of a particular subcontractor who is qualified to perform that portion of the Work and has submitted a price which conforms to the requirements of the Contract Documents without reservations or exceptions, and the Owner requires that a different price be accepted, then a Change Order shall be issued adjusting the Contract Time and the Guaranteed Maximum Price by the difference between the price of the subcontract recommended by the Construction Manager and the subcontract that the Owner has required be accepted.

.2 The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has a reasonable objection.

4.3 Assignment. The Construction Manager shall provide for assignment of Subcontract Agreements in the event that the Owner terminates this Contract for cause. Following such termination, the Owner shall notify in writing those Subcontractors whose assignments will be accepted, subject to the rights of sureties, if any.

4.4 Subcontracts. The Construction Manager shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Owner's reasonable requirements or objections as to form and content.

4.5 Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

#### **ARTICLE 5 - CONSTRUCTION MANAGER'S WARRANTIES**

5.1 One-Year Warranty. The Construction Manager warrants that all materials and equipment furnished under this Contract will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials; and the Construction

Manager agrees to correct all construction performed under this Contract which proves to be defective in workmanship or materials. These warranties shall commence on the date of Substantial Completion of the Work or of a designated portion thereof and shall continue for a period of one year therefrom or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.

5.2 Materials Specified By Owner. The products, equipment, systems or materials incorporated in the Work at the direction or upon the specific request of the Owner shall be covered exclusively by the warranty of the manufacturer and are not otherwise warranted under this Contract.

5.3 Other Warranties. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

## **ARTICLE 6 - OWNER'S RESPONSIBILITIES**

6.1 Information and Services. The Owner shall provide:

- .1 All necessary information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations;
- .2 Inspection and testing services during construction as required by the law or as mutually agreed;
- .3 Any necessary approvals, rezoning, easements and assessments, permits, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including any legal and other required services; and
- .4 any other information or services stated in the Contract Documents as being provided by the Owner.

6.2 Reliance. The Construction Manager shall be entitled to rely on the completeness and accuracy of the information and services required by paragraph 6.1 above, and the Owner agrees to provide such information and services in a timely manner so as not to delay the Work.

6.3 Notice of Defect. If the Owner becomes aware of any error, omission or other inadequacy in the Contract Documents or of the Construction Manager's failure to meet any of the requirements of the Contract Documents, or of any other fault or defect in the Work, the Owner shall give prompt written notice to the Construction Manager; however, the Owner's failure to provide notice shall not relieve the Construction Manager of its obligations under this Contract.

6.4 Communications. The Owner shall communicate with the Subcontractors and Subsubcontractors only through the Construction Manager. The Owner shall have no contractual obligations to any Subcontractors or Subsubcontractors.

6.5 Owner's Representative. The Owner's Representative for this Project shall be fully acquainted with the Project; shall be the conduit by which the Owner furnishes the information and services required of the

Owner; and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice, provided, however, that the Owner's Representative shall not have authority to increase the Contract Price by more than \$10,000.00 nor to extend the Contract Time. Authority to increase the Contract Price by more than \$10,000.00 or to extend the Contract Time may only be exercised by written Change Order signed by the Owner's Village President and authorized by a due and proper vote of the Owner's Board of Trustees. If the Owner changes its representative, the Owner shall notify the Construction Manager in advance in writing.

## **ARTICLE 7 - CONTRACT TIME**

- 7.1 Execution Date. The parties contemplate that this Contract will be fully executed on or before **July 7, 2014**. A delay in the Owner's execution of this Contract which postpones the commencement of the Work may require a Change Order equitably adjusting the date of Substantial Completion.
- 7.2 Substantial Completion. The date of Substantial Completion of the Work shall be the completion date identified on the first page of this Contract, as adjusted in accordance with the provisions of this Contract. Time shall be of the essence of this Contract.
- 7.3 Delays. If causes beyond the Construction Manager's control delay the progress of the Work, then the Contract Price and/or the date of Substantial Completion shall be modified by Change Order as appropriate. Such causes shall include but not be limited to: changes ordered in the Work, acts or omissions of the Owner or separate contractors employed by the Owner, the Owner's preventing the Construction Manager from performing the Work pending dispute resolution, Hazardous Materials, differing site conditions, adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, labor disputes, or unavoidable accidents or circumstances. In the event that delays to the Project are encountered for any reason, the Owner and the Construction Manager both agree to undertake reasonable steps to mitigate the effect of such delays.

## **ARTICLE 8 - PAYMENT**

- 8.1 Guaranteed Maximum Price. The Guaranteed Maximum Price is the sum of the Cost of the Work plus the Construction Manager's Fee as identified in this Contract, subject to adjustment in accordance with the provisions of this Contract.
- 8.2 Compensation. For the Construction Manager's performance of the Work, the Owner shall pay the Construction Manager in current funds the sum of the Cost of the Work as defined in this Article.
- 8.3 Progress Payments. Prior to submitting the first Application for Payment, the Construction Manager shall provide a Schedule of Values reasonably satisfactory to the Owner consisting of a breakdown of the Contract Price by trade or appropriate category. On or before the fifteenth day of each month after the Work has been commenced, the Construction Manager shall submit to the Owner an Application for Payment in accordance with the Schedule of Values based upon the Work completed and materials stored on the site or at other locations approved by the Owner. Within thirty (30) days after receipt of each monthly Application for Payment, the Owner shall approve or disapprove the Application for Payment. When safety or quality assurance testing is necessary before consideration of the Application for Payment, and such testing cannot be completed within thirty (30) days after receipt of the Application for Payment, approval or disapproval of the Application for Payment shall be made upon

completion of the testing or within sixty (60) days after receipt of the Application for Payment, whichever occurs first. If an Application for Payment is disapproved, the Owner shall notify the Construction Manager in writing. If an Application for Payment is approved, the Owner shall pay directly to the Construction Manager the appropriate amount for which Application for Payment was made, less amounts previously paid by the Owner within thirty (30) days after approval. The Owner's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed to be an acceptance of any Work not conforming to the requirements of the Contract Documents.

.1 Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than five percent (5%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

8.4 Progress Payment Documentation. The Construction Manager shall supply and each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner:

(A) a duly executed and acknowledged sworn statement showing all Subcontractors with whom the Construction Manager has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor in the requested progress payment and the amount to be paid to the Construction Manager from such progress payment, together with similar sworn statements from all Subcontractors and, where appropriate, from sub-Subcontractors;

(B) duly executed waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the Subcontractor or material supplier of all such obligations to cover the full amount of the Application for Payment from each and every Subcontractor and suppliers of material or labor to release the Owner of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the Owner without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the Owner of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. The Construction Manager shall indemnify and save the Owner harmless from all claims of Subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work;

(C) sworn statements or lien waivers supporting the Application for Payment submitted late by the Construction Manager to the Owner will result in the Application for Payment not being processed until the following month.

8.5 Late Payments. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq.*)

8.6 Title. The Construction Manager warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner free and clear of all liens, claims, security interests or encumbrances upon receipt of such payment by the Construction Manager.

8.7 Final Payment. Final Payment shall be due and payable when the Work is fully completed. Before issuance of any final payment, the Owner may request satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Work have been or will be paid or otherwise satisfied.

In accepting final payment, the Construction Manager waives all claims except those previously made in writing and which remain unsettled. In making final payment, the Owner waives all claims except for outstanding liens, improper workmanship or defective materials appearing within one year after the date of Substantial Completion, and terms of any special warranties required by the Contract Documents.

- 8.8 Cost of the Work. The term “Cost of the Work” shall mean costs incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall be the sum of the Construction Manager’s subcontracts identified in the Schedule of Values.
- 8.9 Accounting Records. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. The accounting and control systems shall be reasonably satisfactory to the Owner. The Owner and the Owner’s accountants shall be afforded access to the Construction Manager’s records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

## ARTICLE 9 - CHANGES

- 9.1 Change Orders. Changes in the Work which are within the general scope of this Contract may be accomplished by Change Order without invalidating this Contract. A Change Order is a written instrument, issued after execution of this Contract signed by the Owner and Construction Manager stating their agreement upon a change and any adjustment in the Guaranteed Maximum Price and/or the date of Substantial Completion. The Construction Manager shall not be obligated to perform changed Work until the Change Order has been executed by the Owner and Construction Manager.
- 9.2 Costs. An increase or decrease in the Guaranteed Maximum Price resulting from a change in the Work shall be determined by one or more of the following methods:
- .1 Unit prices as set forth in this Contract or as subsequently agreed (but if the original quantities are altered to a degree that application of previously agreed unit prices would be inequitable to either the Owner or the Construction Manager, the Unit Prices shall be equitably adjusted);
  - .2 A mutually accepted, itemized lump sum;
  - .3 Time and materials.

Construction Manager’s fee shall be proportionately increased in all Change Orders that increase the Guaranteed Maximum Price, but shall not be proportionately decreased by a Change Order that decreases the Guaranteed Maximum Price. If the parties cannot agree on the price term of a Change Order, then the Change Order will be calculated on the basis of actual time and materials costs incurred. If at the Owner’s request the Construction Manager incurs substantial costs or time investigating a proposed change which is never ultimately made, the Guaranteed Maximum Cost and Contract Time shall be equitably adjusted.

- 9.3 Unknown Conditions. If in the performance of the Work, the Construction Manager finds latent, concealed or subsurface physical conditions which differ from the conditions the Construction Manager

reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Contract, then the Guaranteed Maximum Price and/or the Date of Substantial Completion shall be equitably adjusted by Change Order within a reasonable time after the conditions are first observed.

- 9.4 Claims. For any claim for an increase in the Guaranteed Maximum Price and/or an extension in the date of Substantial Completion, the Construction Manager shall give the Owner written notice of the claim within twenty-one (21) days after the Construction Manager first recognizes the condition giving rise to the claim. Except in an emergency, notice shall be given before proceeding with the Work. In any emergency affecting the safety of persons and/or property, the Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Guaranteed Maximum Price and/or Date of Substantial Completion resulting from such claim shall be effectuated by Change Order.

## **ARTICLE 10 - INSURANCE AND BONDING**

- 10.1 The Contractor's Insurance. The Construction Manager shall obtain and maintain insurance coverage for the following claims which may arise out of the performance of this Contract, whether resulting from the Construction Manager's operations or by the operations of any Subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable:

- .1 workers' compensation, disability benefit and other employee benefit claims under acts applicable to the Work;
- .2 under applicable employer's liability law, bodily injury, occupational sickness, disease or death claims of the Construction Manager's employees;
- .3 bodily injury, sickness, disease or death claims for damages to persons not employed by the Construction Manager;
- .4 usual personal injury liability claims for damages directly or indirectly related to the person's employment by the Construction Manager or for damages to any other person;
- .5 damage to or destruction of tangible property, including resulting loss of use, claims for property other than the work itself and other property insured by the Owner;
- .6 bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle;
- .7 contractual liability claims involving the Construction Manager's indemnity obligations; and
- .8 loss due to errors or omission with respect to provision of professional services under this Agreement, including engineering services.

- 10.2 The Construction Manager's Commercial General and Automobile Liability Insurance shall be written for not less than the following limits of liability:

**Commercial General Liability Insurance**

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Agg.	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage (any one fire)	\$ 100,000
Medical Expenses, each person	\$ 10,000

**Comprehensive Automobile Liability Insurance**

Combined Single Limit, each accident	\$1,000,000
or	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage (per accident)	\$1,000,000

**Worker's Compensation & Employer's Liability**

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$ 500,000 each accident
Bodily Injury by Disease	\$ 500,000 policy limit
Bodily Injury by Disease	\$ 500,000 each employee

**Commercial Umbrella/Excess Liability**

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

**Professional Liability**

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

10.3 Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy. The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Owner. Certificates of insurance showing required coverage to be in force shall be provided to the Owner prior to commencement of the Work.

Products and Completed Operations insurance shall be maintained for a minimum period of at least one year after the date of Substantial Completion or final payment, whichever is earlier.

- 10.4 Primary Insurance. The Construction Manger's insurance shall be primary insurance as respects the Owner and Engineer. Any insurance or self-insurance maintained by the Owner and Engineer shall be excess of Construction Manager's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and Engineer.
- 10.5 Acceptability of Insurers. The insurance carrier used by the Construction Manger shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule.
- 10.6 The Owner's Insurance. The Owner shall obtain and maintain property insurance in a form reasonably acceptable to the Construction Manager upon the entire Project for the full cost of replacement at the time of any loss. This insurance shall include as named insureds the Owner and Construction Manager, Engineer, Subcontractors and Subsubcontractors. This insurance shall insure against loss from the perils of fire and extended coverage, and shall include "all risk" insurance for physical loss or damage including without duplication of coverage, at least: theft, vandalism, malicious mischief, transit, collapse, falsework, temporary buildings, debris removal, flood, earthquake, testing, and damage resulting from defective design, workmanship or material. The Owner shall increase limits of coverage, if necessary, to reflect estimated replacement cost. The Owner shall be responsible for any co-insurance penalties or deductibles. If the Owner occupies or uses a portion of the Project prior to its Substantial Completion, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and the Construction Manager and to which the insurance company or companies providing the property insurance have consented by endorsing the policy or policies. This insurance shall not be canceled or lapsed on account of partial occupancy. Consent of the Construction Manager to such early occupancy or use shall not be unreasonably withheld. Upon the Construction Manager's request, the Owner shall provide the Construction Manager with a copy of all policies before an exposure to loss may occur. Copies of any subsequent endorsements shall be furnished to the Construction Manager. The Construction Manager shall be given thirty (30) days' notice of cancellation, non-renewal, or any endorsements restricting or reducing coverage. The Owner shall give written notice to the Construction Manager before commencement of the Work if the Owner will not be obtaining property insurance. In that case, the Construction Manager may obtain insurance in order to protect its interest in the Work as well as the interest of the Engineer, Subcontractors and Subsubcontractors in the Work. The Guaranteed Maximum Price shall be increased by the cost of this insurance through Change Order. If the Construction Manager is damaged by failure of the Owner to purchase or maintain property insurance or to so notify the Construction Manager, the Owner shall bear all reasonable costs incurred by the Construction Manager arising from the damage.
- 10.7 Property Insurance Loss Adjustment. Any insured loss shall be adjusted with the Owner and the Construction Manager and made payable to the Owner and Construction Manager as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause. Upon the occurrence of an insured loss, monies received will be deposited in a separate account; and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with the dispute resolution provisions of this Contract. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted for resolution pursuant to the dispute resolution provisions of this Contract.
- 10.8 Waiver of Subrogation. The Owner and Construction Manager waive all rights against each other, the Engineer, and any of their respective employees, agents, consultants, Subcontractors and Subsubcontractors, for damages caused by risks covered by insurance provided in Paragraph 10.2 to the extent they are covered by that insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager

shall require similar waivers from all Subcontractors, and shall require each of them to include similar waivers in their subsubcontracts and consulting agreements. The Owner waives subrogation against the Construction Manager, Engineer, Subcontractors and Subsubcontractors on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion. If the policies of insurance referred to in this Paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

10.9 Bonds. No Performance or Payment Bonds will be provided on this project unless specifically requested by the Owner. Construction Manager will be allowed to adjust GMP accordingly to provide requested bonds.

## **ARTICLE 11 - TERMINATION**

11.1 By the Construction Manager. Upon seven (7) days' written notice to the Owner, the Construction Manager may terminate this Contract for any of the following reasons:

- .1 if the Work has been stopped for a thirty (30) day period;
  - a. under court order or order of other governmental authorities having jurisdiction;
  - b. as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available; or
  - c. because of the Owner's failure to pay the Construction Manager in accordance with this Agreement;
- .2 if the Work is suspended by the Owner for sixty (60) days;
- .3 if the Owner materially delays the Construction Manager in the performance of the Work without agreeing to an appropriate Change Order; or
- .4 if the Owner otherwise materially breaches this Contract.

Upon termination by the Construction Manager in accordance with this paragraph, the Construction Manager shall be entitled to recover from the Owner payment for all Work executed and for any proven loss, cost or expense in connection with the Work, plus all demobilization costs and reasonable damages. In addition, the Construction Manager shall be paid an amount calculated as set forth in paragraph 11.3.

11.2 By the Owner for Cause. If the Construction Manager persistently fails to perform any of its obligations under this Contract, the Owner may, after seven (7) days' written notice, during which period the Construction Manager fails to perform or to begin to perform such obligation, undertake to perform such obligations itself. The Contract Price shall be reduced by the cost to the Owner of performing such obligations. Upon seven (7) days' written notice to the Construction Manager and the Construction Manager's surety, if any, the Owner may terminate this Contract for any of the following reasons:

- .1 if the Construction Manager persistently utilizes improper materials and/or inadequately skilled workers;
- .2 if the Construction Manager does not make proper payment to laborers, material suppliers or subcontractors and refuses or fails to rectify same;
- .3 if the Construction Manager persistently fails to abide by the orders, regulations, rules, ordinances or laws of governmental authorities having jurisdiction; or
- .4 if the Construction Manager otherwise materially breaches this Contract.

If the Construction Manager fails to cure within the seven (7) days, the Owner, without prejudice to any other right or remedy, may take possession of the site and complete the Work utilizing any reasonable means. In this event, the Construction Manager shall not have a right to further payment until the Work is completed. If the Construction Manager files a petition under the Bankruptcy Code, this Contract shall terminate if the Construction Manager or the Construction Manager's trustee rejects the Agreement or, if there has been a default, the Construction Manager is unable to give adequate assurance that the Construction Manager will perform as required by this Contract or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code. In the event the Owner exercises its rights under this paragraph, upon the request of the Construction Manager, the Owner shall provide a detailed accounting of the costs incurred by the Owner.

11.3 Termination by the Owner Without Cause. If the Owner terminates this Contract other than as set forth in Paragraph 11.2, the Owner shall pay the Construction Manager for the Cost of all Work executed and for any proven loss, cost or expense in connection with the Work, plus all demobilization costs. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. The Owner shall assume and become liable for obligations, commitments and unsettled claims that the Construction Manager has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Contract. As a condition of receiving the payments provided under this Article 11, the Construction Manager shall cooperate with the Owner by taking all steps necessary to accomplish the legal assignment of the Construction Manager's rights and benefits to the Owner, including the execution and delivery of required papers.

11.4 Suspension By The Owner For Convenience. The Owner for its convenience may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the Owner may determine to be appropriate. Adjustments shall be made for increases in the Guaranteed Maximum Price and/or the date of Substantial Completion caused by suspension, delay or interruption. No adjustment shall be made if the Construction Manager is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Contract is applied to render an equipment adjustment.

## **ARTICLE 12 - DISPUTE RESOLUTION**

12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes promptly by negotiation, as follows. Either party may give the other party written notice of any dispute not resolved in the normal course of business. Management representatives of both parties one level above the

Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to such management representatives, or if no meeting has taken place within fifteen (15) days after such referral, the dispute shall be referred to senior managers under the aforesaid procedure. If the matter has not been resolved by such senior managers, either party may initiate mediation as provided hereinafter. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and applicable state Rules of Evidence.

- 12.2 Mediation. In the event that any dispute arising out of or relating to this Contract is not resolved in accordance with the procedures provided in Section 12.1, such dispute shall be submitted to mediation with American Arbitration Association ("AAA") or JAMS/Endispute, Inc. If the mediation process has not resolved the dispute within thirty (30) days of the submission of the matter to mediation, or such longer period as the parties may agree to, the dispute shall be decided by arbitration as set forth below.
- 12.3 Arbitration. All claims, disputes and other matters in question not resolved by mediation (hereinafter referred to as a "Controversy") between the parties to this Contract arising out of or relating to this Contract or the breach thereof shall be decided by arbitration at the AAA or JAMS/Endispute, Inc. in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other party to this Contract and with the AAA or JAMS/Endispute. The demand must be made within a reasonable time after mediation has been instituted. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such Controversy would be barred by the applicable statute of limitations. Any arbitration may be consolidated with any other arbitration proceedings. Either party may join any other interested parties. The award of the arbitrator shall be specifically enforceable in a court of competent jurisdiction.
- 12.4.1 Continued Performance of the Work. In the event of any dispute, the Construction Manager shall continue to perform the Work and maintain its progress pending final determination of the dispute, provided the Owner places a sum equal to 150% of the amount in dispute in an escrow account, reasonably satisfactory to both parties, which specifies that the escrow agent shall distribute the escrow sum between the parties in accordance with any agreement, arbitration award or court judgment entered resolving the dispute.
- 12.5 Required in Subcontracts. The Construction Manager shall include the provisions of this Article 12 in all Subcontracts into which it enters.

## **ARTICLE 13 - LIQUIDATION AND LIMITATION OF LIABILITY**

- 13.1 Limitation of Liability. The Owner acknowledges that the Construction Manager is a limited liability company and agrees that any claim made by the Owner arising out of or pertaining to this Contract

shall be made against only the Construction Manager and not against any director, officer, or employee of the Construction Manager or any other company affiliated with the Construction Manager.

13.2 Consequential Damages. Notwithstanding anything to the contrary in this Contract, in no event shall the Construction Manager or any of its Subcontractors be liable for consequential loss or damage, including but not limited to loss of use or profits, and the Owner hereby releases the Construction Manager and its Subcontractors from any such liability.

**ARTICLE 14 - MISCELLANEOUS**

14.1 Project Sign. The Owner agrees that the Construction Manager and Engineer will be properly identified and will be given appropriate credit on all signs, press releases and other forms of publicity for the Project. Owner will permit the Construction Manager and Engineer to photograph and make other reasonable use of the Project for promotional purposes.

14.2 Notices. Notices to the parties shall be given at the addresses shown on the cover page of this Contract by mail, fax or any other reasonable means.

14.3 Integration. This Contract is solely for the benefit of the parties, and no one is intended to be a third party beneficiary hereto. This Contract represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral.

14.4 Governing Law. This Contract shall be governed by the laws of the State of Illinois.

14.5 Severability. The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

14.6 Assignment. Neither party to this Contract shall assign the Contract as a whole without written consent of the other, except that the Owner may collaterally assign this Contract to a lender if required to secure financing for this Project.

14.7 Existing Contract Documents. A list of the Plans, Specifications and Addenda in existence at the time of execution of this Contract is attached as an exhibit to this Contract.

Owner:  
**Village of Winnetka**  
**1390 Willow Road**  
**Winnetka, IL 60093**

Contractor:  
**Burke, LLC**  
**9575 W. Higgins Road**  
**Rosemont, IL 60018**

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

By: \_\_\_\_\_ Date \_\_\_\_\_  
Principal

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

By: \_\_\_\_\_ Date \_\_\_\_\_  
Principal

# VILLAGE OF WINNETKA

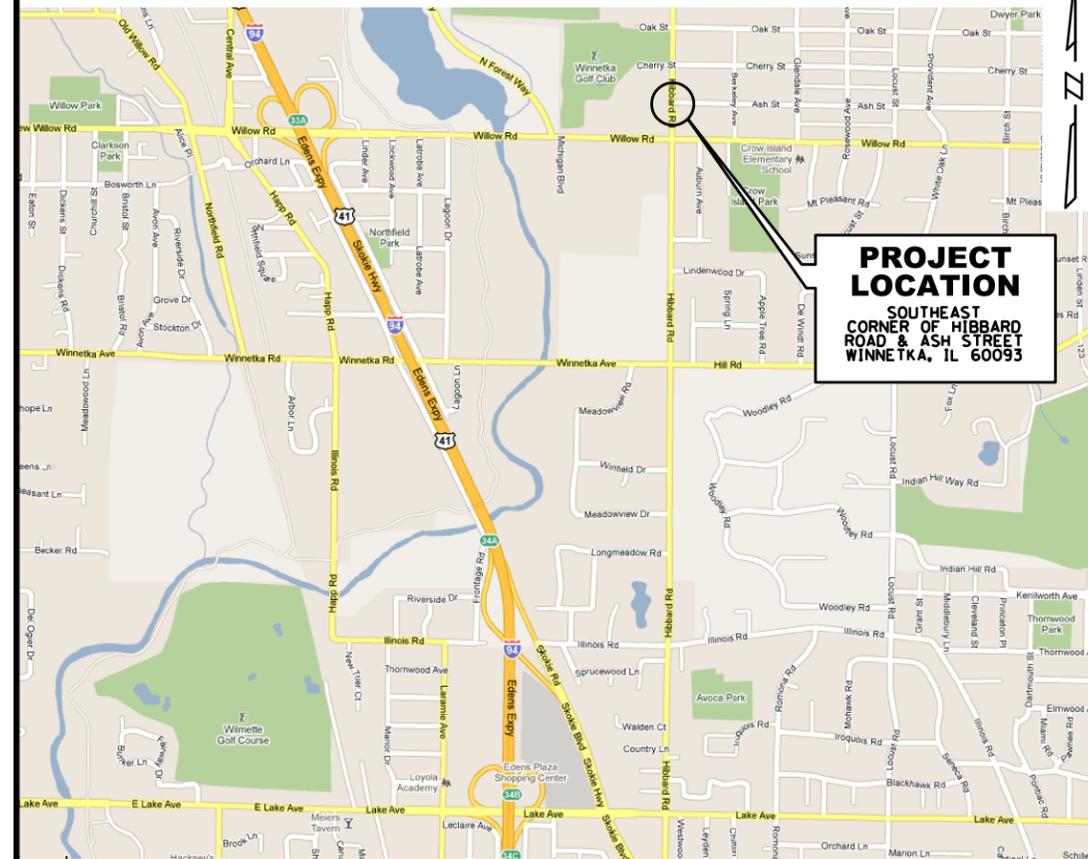
## ASH STREET STORM WATER PUMP STATION

PROJECT NO. 13-0197

### INDEX

SHT #	DWG #	DRAWING TITLE
1		COVER SHEET
2	GN1	GENERAL NOTES
3	DP1	DEMOLITION PLAN
4	SP1	SITE PLAN
5	M1	PUMP STATION SECTIONS
6	E1	ELECTIRCAL DETAILS - 1
7	E2	ELECTIRCAL DETAILS - 2

### LOCATION / VICINITY MAP



### NOTES

- DRAWINGS SHALL BE USED AS A COMPLETE SET ONLY. DO NOT SEPARATE SHEETS.
- THE VILLAGE OF WINNETKA AND CHRISTOPHER B. BURKE ENGINEERING, LTD., SHALL BE NOTIFIED IN WRITING BY THE CONTRACTOR AT LEAST THREE (3) FULL WORKING DAYS PRIOR TO CONSTRUCTION.

### DESCRIPTION OF WORK

CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF THE EXISTING PUMPING AND ELECTRICAL EQUIPMENT AND SHALL COORDINATE WITH OWNER TO DETERMINE WHAT EQUIPMENT SHALL BE SALVAGED.

THE CONTRACTOR SHALL PROVIDE ALL MATERIALS, EQUIPMENT, LABOR, AND SERVICES NECESSARY FOR THE CONSTRUCTION, INSTALLATION, AND TESTING OF A COMPLETE PUMP STATION.

### LOCATION

THE PROJECT IS LOCATED IN THE VILLAGE OF WINNETKA



CALL JULIE 811 WITH THE FOLLOWING:  
 COUNTY COOK COUNTY  
 CITY-TOWNSHIP WINNETKA-NEW TRIER  
 48 HOURS BEFORE YOU DIG. EXCLUDING SAT., SUN., & HOLIDAYS

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AS WELL AS SUPERVISION/DIRECTION AND MEANS/METHODS OF CONSTRUCTION



ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_  
 JOHN P. CARUSO, PE  
 ILLINOIS REGISTRATION No. 062-048356  
 EXPIRATION DATE: 11/30/2013

**IN PROGRESS**  
7/12/2013

CLIENT :



**VILLAGE OF WINNETKA**  
 510 GREEN BAY ROAD  
 WINNETKA, ILLINOIS 60093  
 (847) 501-6000



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
 9575 W. Higgins Road, Suite 600  
 Rosemont, Illinois 60018  
 (847) 823-0500

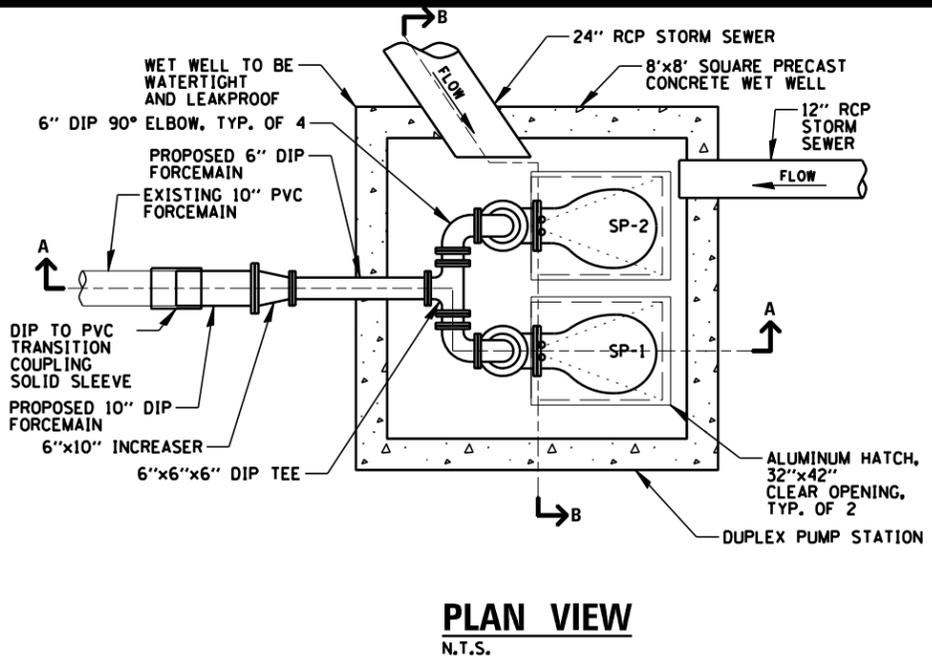
PROFESSIONAL DESIGN FIRM NO. 184-001175

SHEET 1 OF 7  
 CBBEL PROJECT NO. 13-0197

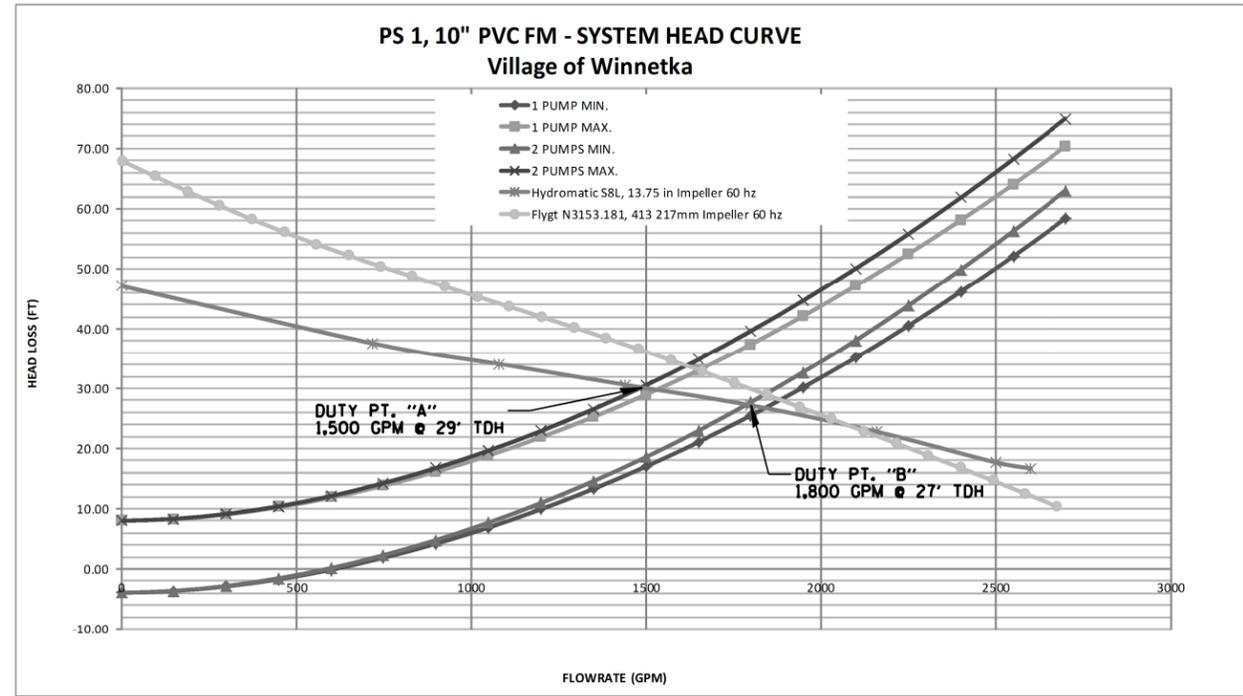






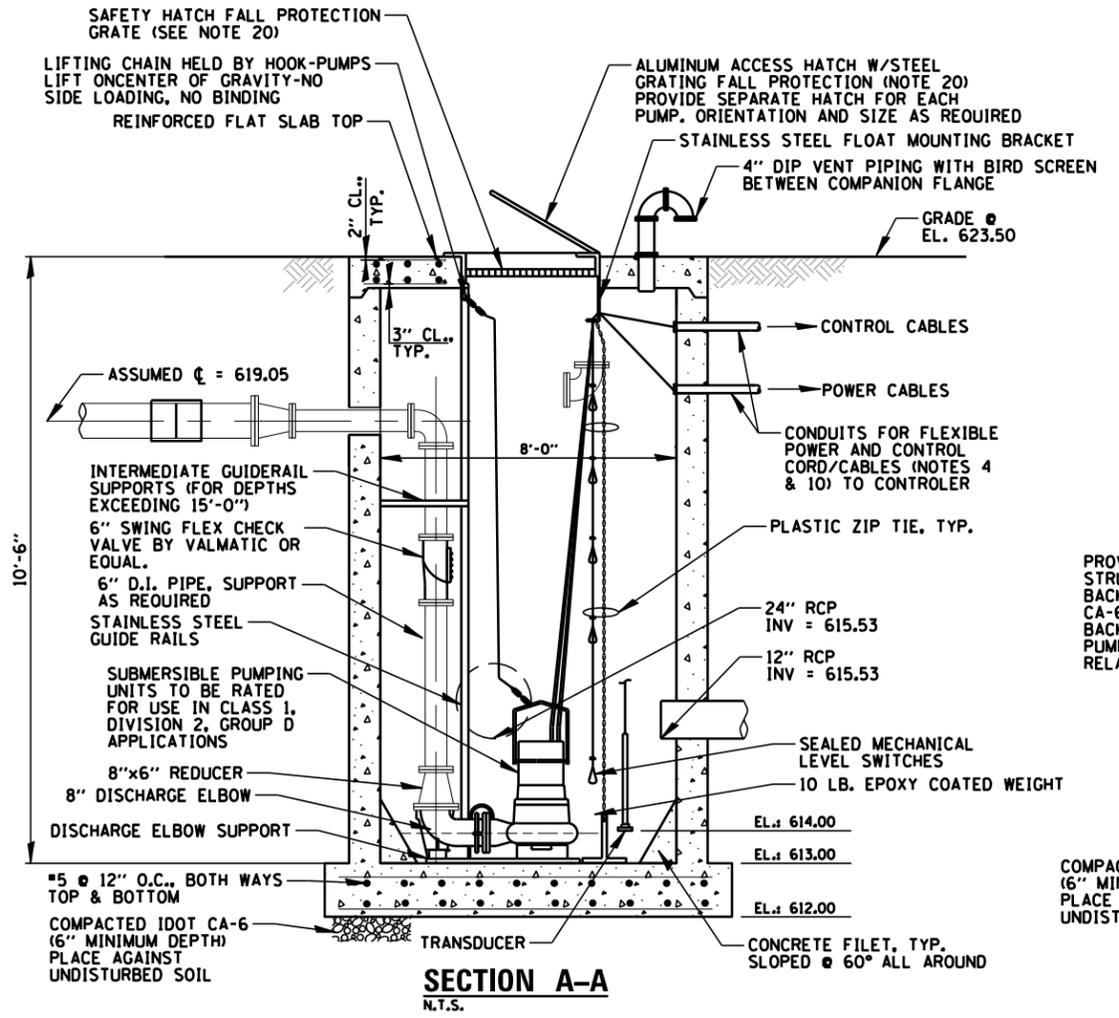


**PLAN VIEW**  
N.T.S.

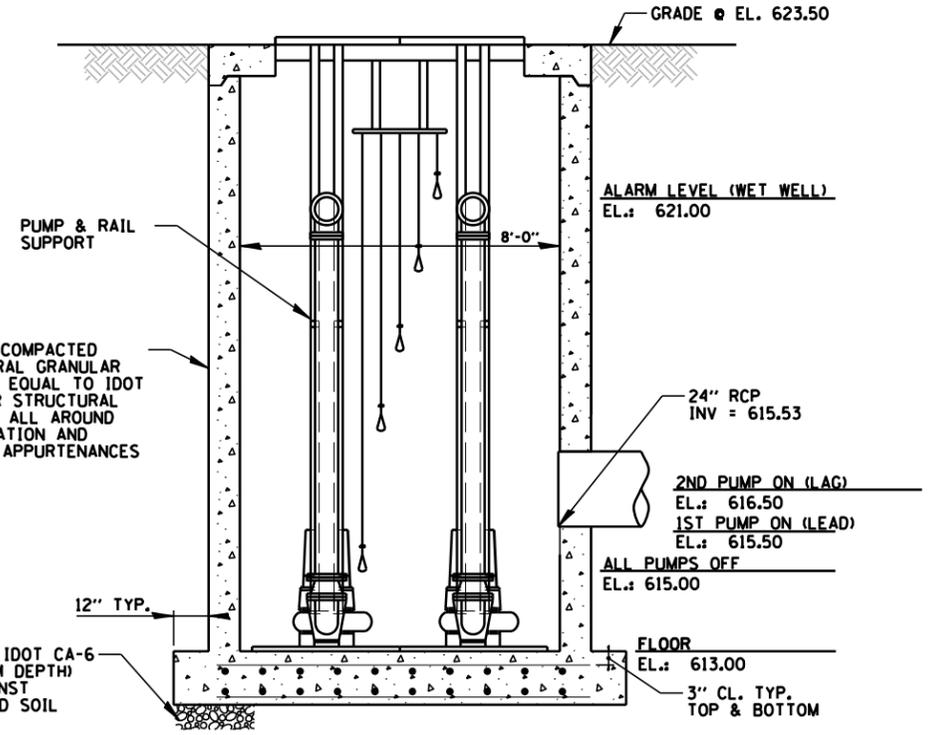


**PUMPS SYSTEM HEAD CURVE**

NOTE: PUMPS DESIGNATED SP-1 & SP-2 SHALL BE CAPABLE OF MEETING THE RATED CONDITIONS INDICATED. PUMPS SHALL ALSO BE CAPABLE OF OPERATING OVER THE OPERATING RANGE INDICATED.



**SECTION A-A**  
N.T.S.



**SECTION B-B**  
N.T.S.

**PUMP STATION NOTES**

1. ANY AND ALL DEWATERING AND/OR BY-PASS PUMPING REQUIRED DURING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. ORIENTATION OF PIPING, DUCTS/CONDUITS, EQUIPMENT ETC. MAY VARY. CONTRACTOR TO COORDINATE WITH EQUIPMENT LOCATIONS SHOWN ON OTHER SHEETS.
3. DIMENSIONING SHOWN ON THIS DRAWING IS NOT TO SCALE (NTS), DO NOT SCALE THIS DRAWING.
4. LOCATION ORIENTATION AND NUMBER OF EMBEDDED AND/OR BURIED DUCTS & CONDUITS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. MINIMUM NUMBER OF DUCTS/CONDUITS ARE SHOWN ON DUCT/CONDUIT PLAN, CABLES INTEGRALLY WIRED AND PROVIDED WITH PUMPS, FLOATS AND TRANSDUCER TO BE OF SUFFICIENT LENGTH TO CONNECT TO CONTROLLER WITHOUT SPLICING, UNLESS SPECIFICALLY SHOWN ON DRAWINGS.
5. CONTRACTOR TO COORDINATE POSITION AND SIZE OF LIFT STATION HATCHES TO ALLOW FOR PUMP REMOVAL.
6. USE OF PUMPS SUPPLIED UNDER THIS CONTRACT FOR THE PURPOSE OF DEWATERING OR BY-PASS PUMPING DURING CONSTRUCTION, WILL NOT BE PERMITTED.
7. REINFORCED FLAT SLAB TOP TO BE A MINIMUM OF 10" THICK REBARS TO BE #5 @ 12" ON CENTER BOTHWAYS, TOP AND BOTTOM, AND FULL LENGTH BARS EQUAL IN NUMBER TO THOSE BARS CUT AND LAY IN THE SAME DIRECTION AS THOSE CUT. ALL BARS TO BE EPOXY COATED. PROVIDE ADDITIONAL BARS AT CORNERS OF HATCH OPENINGS.
8. PROVIDE AUTOMATIC ALTERNATOR TO ALTERNATE (LEAD/LAG) OPERATION OF SP-1 AND SP-2 PUMPS.
9. HATCHES SHALL BE ALUMINUM WITH BRONZE AND/OR 316 STAINLESS STEEL TRIM. LOAD RATING SHALL BE 300 PSF. CONTRACTOR TO COORDINATE HATCH SIZE AND ORIENTATION AS REQUIRED.
10. PROVIDE SEPARATE DUCTS FOR EACH PUMP POWER CABLE. PROVIDE SEPARATE DUCT FOR PUMP CONTROL CABLES. PROVIDE SEPARATE DUCT FOR FLOAT AND TRANSDUCER CONTROL CABLES.
11. CONTRACTOR RESPONSIBLE FOR EQUIPMENT ORIENTATION.
12. PROVIDE 10LB. EPOXY COATED ANCHOR FOR FLOAT SWITCH AND TRANSDUCER TO PREVENT MOVEMENT.
13. ALL FASTENERS TO BE STAINLESS STEEL.
14. INTERIOR SURFACE OF THE WET WELL BELOW GRADE SHALL BE COATED WITH BITUMINOUS WATER PROOFING. TWO COATS OF COAL TAR EQUAL TO TNEC SERIES 46-465 H.B. TNECOL EACH 8 MILS THICK (DRY).
15. SEE OPERATION OF SYSTEM FOR DETAILS OF LIFT STATION OPERATION. REFER TO EQUIPMENT SPECIFICATIONS FOR ADDITIONAL DETAILS.
16. THE FLOAT SWITCH SYSTEM SHALL OPERATE AS A BACK-UP SYSTEM. A PRIMARY LEVEL MANAGEMENT SYSTEM SHALL BE PROVIDED AND SHALL CONSIST OF A PRESSURE TRANSDUCER AND CONTROLLER.
17. PROVIDE CONDENSATION HEATER AND THERMOSWITCH FOR TRAFFIC BOX ENCLOSURE. HEATER SIZE TO BE COORDINATED BY CONTRACTOR FOR SIZE OF TRAFFIC BOX ENCLOSURE.
18. PROVIDE A DUAL 20 AMP GFCI CONVENIENCE OUTLET LOCATED WITHIN THE DUPLEX CONTROLLER.
19. HATCHES SHALL BE GASKETED, ODOR RESISTANT, AND LOCKABLE. ALL LOCKS SHALL BE KEYED TO MATCH OWNERS REQUIREMENTS.
20. STEEL SAFETY GRATE SHALL SPAN THE ENTIRE OPENING OF EACH HATCH. A SINGLE SAFETY GRATE SPANNING ALL HATCHES WILL NOT BE ACCEPTABLE. GRATE SHALL BE CAPABLE OF SUPPORTING 300 PSF.
21. PRIOR TO FABRICATION CONTRACTOR TO VERIFY GRADE ELEVATIONS AS WELL AS THE INVERTS OF EXISTING SEWERS AND STRUCTURES.
22. PROVIDE SOLID SLEEVE COUPLINGS OR OFFSET FITTINGS AS REQUIRED TO ACCOMMODATE PIPING ALIGNMENTS BETWEEN WET WELL AND VALVE VAULT OR PIPING CONNECTIONS.
23. PROVIDE WATER TIGHT JOINT BY FILLING ANNULAR SPACE BETWEEN PIPE OPENING AND PIPE WITH HYDRAULIC SEALING GROUT. TYPICAL FOR ALL PIPING WHICH PENETRATES WET WELL AND/OR VALVE VAULT STRUCTURE.

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL	JPC	JFM
FILE NAME	N:\VILLAGE OF WINNETKA\3097\Mech\3097-05-M.SHT					



