

CITY OF EVANSTON
SPECIFICATIONS AND BID DOCUMENTS
Construction Bid with Sub-contractors

BID NUMBER: 25-26

For

2025 Alley and Sidewalk Improvements
May 1, 2025



BID DUE DATE: 2:00 P.M., Tuesday, June 3, 2025

VIRTUAL BID OPENING: 2:15 P.M., Tuesday, June 3, 2025
Google Meet ID:
meet.google.com/erk-vjyw-pza
Phone Numbers:
(US) [+1 617-675-4444](tel:+16176754444)
PIN: 491 020 418 0044#

BID BOND: 5% of Contract Amount

**PERFORMANCE/MATERIAL
& LABOR PAYMENT BOND:** 100% of Contract Amount

CONTRACT PERIOD: Contract award through November 21, 2025

ELECTRONIC BID SUBMITTAL:

Bid responses will only be accepted electronically
via E-bidding through DemandStar (WWW.DEMANDSTAR.COM)
**It is highly recommended that new DemandStar users complete the account
setup process prior to project due date/time.**

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***NOTE: THE SELECTED BIDDER WILL BE SUBJECT TO THE REGULATIONS CONTAINED IN CITY OF EVANSTON ORDINANCE 60-O-14 AMENDMENTS TO THE LOCAL EMPLOYMENT PROGRAM (LEP)**

**CITY OF EVANSTON
NOTICE TO BIDDERS**

The City's Purchasing Office will receive bids until 2:00 P.M. local time Tuesday, June 3, 2025 and will be publicly read virtually via Google Meets at 2:15 P.M. Interested parties can use the following link: meet.google.com/erk-vjyw-pza or join by phone 617-675-4444 PIN: 491 020 418 0044# to access the virtual bid opening. Responses will only be accepted electronically via E-bidding through DemandStar (www.demandstar.com). Although registration is required, vendors can download solicitations and upload responses for free. Bids shall cover the following:

2025 Alley and Sidewalk Improvements
Bid Number: 25-26

Work on this project includes all labor, equipment, and materials for alley improvements, pedestrian crossing improvements, sidewalk improvements, including installation of new sidewalk and removal and replacement of existing sidewalk, and installation of speed humps and alley bumps. Bidders must be prequalified by the Illinois Department of Transportation (IDOT) and present an IDOT issued "Certificate of Eligibility" with the bid proposal.

The above item shall conform to the Invitation for Bids on file in the Purchasing Office. Parties interested in submitting a bid should contact the Purchasing Office to receive a copy of the bid or see the City's website at: www.cityofevanston.org/business/bids-proposals/ or DemandStar at: www.demandstar.com.

The City of Evanston (the City) in accordance with the laws of the State of Illinois, hereby notifies all Bidders that it will affirmatively ensure that the contract(s) entered into pursuant to this Notice will be awarded to the successful Bidders without discrimination on the ground of race, color, religion, sex, age, sexual orientation, marital status, disability, familial status or national origin. The State of Illinois requires under Public Works contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with The Prevailing Wage Act (820 ILCS 130) as amended. The City of Evanston reserves the right to reject any or all submittals or to accept the submittal(s) deemed most advantageous to the City.

The Evanston City Council also reserves the right to award the contract to an Evanston firm if that firm's bid is within 5% of the low bid.

Each Bidder shall be required to submit with their bid a disclosure of ownership interest statement form in accordance with the provisions of City Code Section 1-18-1 *et seq.* Failure to submit such information will result in the disqualification of such bid.

Cheryl Stuart
Purchasing Specialist

INSTRUCTIONS TO BIDDERS/REQUIREMENTS FOR BIDDING (CONTRACTS OVER \$25,000)

1. ON-LINE NOTIFICATION OF SOLICITATIONS

The City is utilizing Demandstar.com (www.demandstar.com) for on-line notification purposes only for sealed bids when it is anticipated that the amount of the resulting contract will be in excess of its formal bid limit of \$25,000, such as this requirement. Interested Bidders are required to submit a sealed bid to the City by the date/time indicated for this requirement on the forms provided by the City.

2. SUBMISSION OF BIDS

- A. The City of Evanston will no longer accept hard copy paper submittals for any solicitation. Responses will only be accepted electronically via E-bidding through DemandStar (WWW.DEMANDSTAR.COM). Although registration is required, vendors can download solicitations and upload bid responses for free. **Please refer to attached DemandStar E-bidding documents.**
- B. ANY BIDS RECEIVED AFTER THE TIME AND DATE SPECIFIED FOR THE RECEIPT OF BIDS WILL NOT BE ACCEPTED. It is the sole responsibility of the Bidder to ensure that his or her bid is delivered by the stated bid opening time. THE CITY IS NOT RESPONSIBLE FOR INCOMPLETE UPLOADED SUBMITTALS.
- C. Bids will be opened on the date and time stated.
- D. Any Bidder may withdraw his or her bid by letter or with proper identification by personally securing his or her bid at any time prior to the stated bid opening time. No telephone request for withdrawal of bids will be honored.

3. PREPARATION OF BIDS

The Bidder must prepare the bid on the attached bid forms. Unless otherwise stated, all blank spaces on the bid form or pages must be filled in. Either a unit price, lump sum price, or a "no-bid", as the case may be, must be stated for each and every item and must be either typed in or written in ink.

4. SIGNING OF BIDS

- A. Bids which are signed for a partnership should be signed in the firm's name by all partners or in the firm's name by Attorney-in-Fact. If signed by Attorney-in-Fact, there should be attached to the bid a Power of Attorney evidencing authority to sign the bid, dated the same date as the bid and executed by all partners of the firm.
- B. Bids which are signed for a corporation should have the correct corporate name thereon and signature of an authorized officer of the corporation manually written below the corporate name following words "By: " _____ " title of office held by the person signing for corporation, which shall appear below signature of an officer.
- C. Bids which are signed by an individual doing business under a fictitious name should

be signed in the name of the individual "doing business as. _____."

- D. The name of each person signing the bid shall be typed or printed below his or her signature.

5. CONSIDERATION OF BIDS

The Purchasing Specialist shall represent and act for the City in all matters pertaining to this bid and the contract in conjunction therewith.

6. WITHDRAWAL OF BIDS

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days. When contract approval is required by another agency, such as the Federal Government or the State of Illinois, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days.

7. ERRORS IN BIDS

Bidders are cautioned to verify their bids before submission. Negligence on the part of the respondent in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, unit prices will govern.

8. ADDENDA

- A. Any and all changes to the specifications/plans are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating on the Bid form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the bid therein. Failure to acknowledge any addenda may cause the bid to be rejected.
- B. Addenda information is available over the internet at: [City of Evanston Notices to Bidders](#) or www.demandstar.com, or by contacting the Purchasing Office.

9. RESERVED RIGHTS

The City of Evanston reserves the right at any time and for any reason to cancel his or her solicitation, to accept or reject any or all bids or any portion thereof, or to accept an alternate response. The City reserves the right to waive any immaterial defect in any response. The City may seek clarification from any respondent at any time, and failure to respond within a reasonable time period, or as otherwise directed, will be cause for rejection.

10. AWARD

It is the intent of the City to award a contract to the lowest responsible Bidder meeting specifications. The City reserves the right to determine the lowest responsible Bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interest of the City. Award will be based on the

following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the Bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

11. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidder's shall promptly notify the City of any ambiguity, inconsistency, or error that they discover upon examination of the bidding documents. Interpretations, corrections, and changes will be made by addendum. Each Bidder shall ascertain prior to submitting a bid that all addenda have been received and are acknowledged in the bid.

12. INCONSISTENCIES AND OMISSIONS

These specifications and the accompanying plans, if any, are intended to include all information necessary for the work contemplated. If, by inadvertence or otherwise, the plans or specifications omit some information necessary for that purpose, the contractor shall, nevertheless, be required to perform such work at no additional cost to the City so that the project may be completed according to the true intent and purpose of the plans and specifications.

13. CONDITIONS

Bidders are advised to become familiar with all conditions, instructions, and specifications governing his or her bid. Once the award has been made, failure to have read all the conditions, instructions and specifications of this contract shall not permit the Bidder to amend contract or to request additional compensation.

14. VERIFICATIONS OF DATA

- A. It is understood and agreed that the unit quantities given in these specifications are approximate only, and the contractor shall verify these quantities before bidding as no claim shall be made against the City on, or account of, any excess or deficiency in the same.
- B. The contractor shall have visited the premises and determined for itself, by actual observation, boring, test holes, or other means, the nature of all soil and water conditions (both above and below ground in the line of work) that may be encountered in all construction work under this contract. The cost of all such inspection, borings, etc. shall be borne by the contractor, and no allowance will be made for the failure of the contractor to estimate correctly the difficulties attending the execution of the work.

15. SPECIFICATIONS

Reference to brand names and numbers is meant to be descriptive, not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided

the Bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the Bidder specifies otherwise, it is understood the Bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The City reserves the right to determine whether a substitute offer is equivalent to, and meets the standard of quality indicated by the brand name and number.

16. SAMPLES

When samples of items are called for by the specifications, samples must be furnished free of expense, and if not destroyed in the evaluation process will be returned at the Bidder's expense upon request. Request for the return of samples must accompany the sample and must include a UPS/Fed-Ex Pickup Slip, postage, or other acceptable mode of return. Individual samples must be labeled with Bidder's name, invitation number, item reference, manufacturer's brand name and number.

17. REGULATORY COMPLIANCE

Each Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and containers for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State, and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture, or use for their intended purpose of said goods or services. Each Bidder must furnish a "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act when required.

18. PRICING

The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, materials or service costs, patent royalties, and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

19. DISCOUNTS

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

20. INSPECTION

Materials or equipment purchased are subject to inspection and approval at the City's destination. The City reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.

21. BIDS AND PLAN DEPOSITS

- A. When required on the cover sheet, all bids shall be accompanied by a bid deposit in the amount specified. Bid deposits shall be in the form of cash, a certified check, or cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the City of Evanston. Bid Bonds are also acceptable. All bids not accompanied by a bid deposit, when required, will be rejected.
- B. The City will return the bid deposits of all but the 3 lowest qualified Bidders, whose deposit will be held until contract award or at the expiration of the sixty-day or ninety-day period for bid award.
- C. The bid deposit of the successful Bidder will be retained until contract documents have been executed and the Contractor has submitted all the required information. Failure to comply with the terms of this specification may be cause for forfeiture of said deposit.
- D. When required, plan deposits will be refunded should the plans be returned in good condition within 10 days of the bid opening.

22. DISPUTES

Any dispute concerning a question of fact arising under this bid shall be decided by the Purchasing Specialist, who shall issue a written decision to the Bidder. The decision of the Purchasing Specialist shall be final and binding.

23. CATALOGS

Each Bidder shall submit, when requested by the Purchasing Specialist, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the material or work proposed to be furnished.

24. TAXES

- A. Federal Excise Tax does not apply to materials purchased by the City of Evanston by virtue of Exemption Certificate No. A-208762, Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Evanston by virtue of Statute.
- B. The City of Evanston is exempt from Illinois Sales Tax by virtue of Exemption Identification number E9998-1750.
- C. The City's federal tax ID number is 36-6005870.

25. PERMITS & FEES

All Bidders awarded a contract must secure and pay for any licenses required by the City of Evanston. Necessary building permits will be required, but all permit fees will be waived and moneys for same must not be included in any bid.

26. ROYALTIES & PATENTS

Seller must pay all royalties and license fees. Seller must defend all suits or claims for infringement of any patent, copyright or trademark rights, and must hold the City harmless from loss on account thereof.

27. LOCAL PREFERENCE POLICY

The Evanston City Council reserves the right to award the contract to an Evanston firm if the firm's bid is within five (5%) percent of the low bid of a non-Evanston firm.

28. POWER OF ATTORNEY

An Attorney-In-Fact, who signs any and all of the bond or contract bonds submitted with this bid, must file with each bond a certified and effectively dated copy of their Power of Attorney. These dates should be the same or after the date of the contract.

29. WARRANTY

- A. The contractor warrants that all goods and services furnished to the City shall be in accordance with specifications and free from any defects of workmanship and materials: that goods furnished to the City shall be merchantable and fit for the City's described purposes, and that no governmental law, regulation, order, or rule has been violated in the manufacture or sale of such goods.
- B. The contractor warrants all equipment furnished to be in acceptable condition, and to operate satisfactorily for a period of one (1) year from delivery of, or the completion of installation, whichever is latest, unless stated otherwise in the specifications, and that if a defect in workmanship and/or quality of materials are evidenced in this period, the Seller shall remit full credit, replace, or repair at City's discretion immediately, such equipment and/or parts that are defective at no additional cost to the City.
- C. The contractor warrants to the City that each item furnished hereunder, and any component part thereof, will be new and in conformity with the specifications in all respects, unless otherwise specified, and is of the best quality of its respective kind, free from faulty workmanship, materials, or design, and installed sufficiently to fulfill any operating conditions specified by the City.
- D. The contractor shall repair or replace any item or component part thereof found not to be in conformity with this paragraph provided the City notified the Seller of such nonconformity within one (1) year after initial use or within eighteen (18) months after delivery, whichever occurs first. In the event Seller fails to proceed diligently to so replace or repair within a reasonable time after receipt of such notice, the City may undertake or complete such replacement or repair for Seller's account, and the seller will be responsible for any additional costs. Acceptance shall not relieve the seller of its responsibility.

30. INCURRED COSTS

The City will not be liable for any costs incurred by Bidders in replying to this invitation for bids.

31. VARIANCES

Each Bidder must state or list by reference any variations to specifications, terms and/or conditions set forth herein with its bid.

32. INDEMNIFICATION

- A. The awarded Bidder/Contractor shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Contractor or Contractor's sub-contractors, employees, agents or sub-contractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.
- B. Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Contractor shall be liable for the reasonable costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*
- C. At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Project by Contractor must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.
- D. To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Illinois Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

- E. The Contractor shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its sub-contractors' work. Acceptance of the work by the City will not relieve the Contractor of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom.
- F. All provisions of this Section 32 shall survive completion, expiration, or termination of this Agreement.

33. DEFAULT

Time is of the essence as to the awarded contract and, of delivery or acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with all losses incurred. The City shall be entitled to recover its attorney's fees and expenses in any successful action by the City to enforce this contract.

34. GOVERNING LAW

This contract shall be governed by and construed according to the laws of the State of Illinois. In the event of litigation, the venue will be Cook County, Illinois.

35. EQUAL EMPLOYMENT OPPORTUNITY

- A. In the event of the contractor's noncompliance with any provision of the Illinois Human Rights Act or Section 1-12-5 of the Evanston City Code, the contractor may be declared non-responsible and therefore ineligible for future contracts or sub-contracts with the City of Evanston, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by Statute or regulation.
- B. During the performance of this contract, the contractor agrees as follows:
 - 1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, or age or physical or mental handicap that does not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Contractor shall comply with all requirements of City of Evanston Code Section 1-12-5.
 - 2. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.

3. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine that availability (in accordance with the Fair Employment Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Fair Employment Practices Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Commission's Rules and regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency, the City Manager, the Commission and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contract.
7. That it will include verbatim or by reference the provisions of subsections (A) through (G) of this clause in every performance sub-contract as defined in Section 2.10(b) of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such sub-contractor; and that it will also include the provisions of subsections (A), (E), (F), and (G) in every supply sub-contract as defined in Section 2.10(a) of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such sub-contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its sub-contractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in

the event any sub-contractor fails or refuses to comply therewith. In addition, no contractor will utilize any sub-contractor declared by the Fair Employment Practices Commission to be non-responsible and therefore ineligible for contracts or sub-contracts with the State of Illinois or any of its political subdivisions or municipal corporations.

36. M/W/D/EBE GOAL

The City of Evanston has a goal of awarding 25% of its contracts to Minority-Owned, Women-Owned, Disadvantaged Enterprise and Evanston-based businesses (M/W/D/EBEs). All Bidders must state the proposed involvement of M/W/D/EBEs in completing a portion of the services required by the City by completing the attached M/W/D/EBE forms. Any questions regarding M/W/D/EBE compliance should be submitted in writing to Tammi Nunez, Purchasing Manager at tnunez@cityofevanston.org.

37. LOCAL EMPLOYMENT PROGRAM REQUIREMENTS

In an effort to increase hiring of economically disadvantaged Evanston residents on certain City construction projects, the contractor shall comply with the provisions of the City of Evanston's Local Employment Program Ordinance (LEP) set forth in Section 1-17-1 (C) of the Evanston City Code. The intent of the LEP is to have Evanston residents employed at the construction site as laborers, apprentices and journeymen in such trades as electrical, HVAC, carpenters, masonry, concrete finishers, truck drivers and other construction occupations necessary for the project. Any questions regarding LEP compliance should be submitted in writing to Jessica Cooper, the Workforce Development Coordinator at jcooper@cityofevanston.org or Tammi Nunez Purchasing Manager at tnunez@cityofevanston.org.

NOTE: CITY OF EVANSTON ORDINANCE 60-O-14 AMENDMENT LOCAL EMPLOYMENT PROGRAM (LEP) available on the City website at: Ordinance 60-O-14 Amendment LEP

38. QUESTIONS

All questions related to this bid document should be submitted in writing to Cheryl Stuart, Purchasing Specialist at cstuart@cityofevanston.org with a copy to Bridget Nash at bnash@cityofevanston.org. Only inquiries received a minimum of seven (7) working days prior to the date set for the opening of bids, will be given any consideration.

39. COORDINATION OF EXISTING SITE WITH DRAWINGS

- A. Before submitting a bid, bidders shall carefully examine the drawings and specifications, visit the site, and fully inform themselves as to all conditions and limitations.
- B. Should a bidder find discrepancies in, or omissions from the drawings or specifications, or should be in doubt as to their meaning, the bidder should at once notify the Purchasing Specialist, who will issue necessary instructions to all bidders

in the form of an addendum.

40. AFFIRMATIVE ACTION IN SUB-CONTRACTING (EXCERPT FROM RESOLUTION 59-R-73)

“Contractor agrees that he shall actively solicit bids for the sub-contracting of goods or services from qualified minority businesses. At the request of the City, Contractor shall furnish evidence of his compliance with this requirement of minority solicitation.

Contractor further agrees to consider the grant of sub-contracts to said minority bidders on the basis of substantially equal bids in the light most favorable to said minority businesses. Contractor further affirms that in obtaining his performance and bid bonds, he will seek out and use companies who have records of, and/or who will make commitments to, the bonding of minority contractors on a rate basis comparable to their bonding of similar non-minority contractors. The contractor may be required to submit this evidence as part of the bid or subsequent to it.”

41. COMPLIANCE WITH LAWS

The bidder shall at all times observe and comply with all laws, ordinances and regulations of the Federal, State, Local and City Governments, which may in any manner affect the preparation of bids or the performance of the contract.

42. QUALIFICATION OF BIDDERS

- A. All bidders must be qualified in accordance with the instructions, procedures and methods set forth in this specification.

- B. In awarding contract, City may take into consideration, skill, facilities, capacity, experience, ability, responsibility, previous work, financial standing of bidder, amount of work being carried on by bidder, quality and efficiency of construction equipment proposed to be furnished, period of time within which proposed equipment is furnished and delivered, necessity of prompt and efficient completion of work herein described. Inability of any bidder to meet requirements mentioned above may be cause for rejection of the bid. In addition, if the project covered by this contract is a minority set-aside project, the contractor's qualifications as a minority firm will determine the eligibility of the contractor to bid.

43. COMPETENCY OF BIDDER

- A. No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City of Evanston upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous contract with the City.

- B. The bidder, if requested, must present within forty eight (48) hours evidence satisfactory to the Purchasing Manager of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

44. PREFERENCE TO CITIZENS

The Contractor shall abide by the Illinois Preference Act, 30 ILCS 570 et seq., which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident) Other laborers may be used IF Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the project engineer.

GENERAL CONDITIONS

1. BASIS OF AWARD

The City of Evanston reserves the right to award a contract to a responsive and responsible Bidder(s) who submits the lowest total bid, or to reject any or all bids and bidding, when in its opinion the best interest of the City will be served by such action. The City reserves the right to consider the specified alternates in its evaluation of the bids.

2. BIDS

A. UNIT PRICE BID

1. The Bidder is to submit a unit price bid for each bid line on the Bid Form which includes all costs incidental to performing the specified work.

2. It is understood and agreed that the unit quantities given in the supporting pages are approximate only and the Bidder shall verify these quantities before bidding as no claim shall be made against the City on account of any excess or deficiency in the same.

3. Unit prices given in the supporting pages shall be used by the Owner and the Contractor for any subsequent changes in the contract.

4. The quantities provided in the bid documents are approximate only and are subject to increase or decrease. Actual compensation to the CONTRACTOR shall be based upon the actual quantities multiplied by the unit prices bid for each item. The unit prices submitted herewith is for the purpose of obtaining a gross sum, and for use in computing the value of additions and deductions and for the purpose of determining the lowest BIDDER. Should there be a discrepancy between the gross sum bid and that bid resulting from summation of quantities multiplied by their respective unit prices, the latter shall apply.

3. QUANTITIES

Any quantities shown on the Bid Form are estimated only for bid canvassing purposes, the City has made a good faith effort to estimate the quantity requirements for the Contract term. The City reserves the right to increase or decrease quantities ordered under this contract.

4. CONTRACT TERM

Bidder must fully complete the work within the period specified herein after award of the contract by the City.

5. NOTICE TO PROCEED/ PURCHASE ORDER/ CONTRACT

A. The City issued Purchase Order serves as the City official Notice to Proceed. No work will be allowed prior to Contractor receipt of the City issued Purchase Order.

- B. Upon approval of the required bonds and insurance documents, the City will issue a Purchase Order to the Contractor for the contract amount. All Applications for Payment must reference the Purchase Order number.
- C. When it is necessary to issue a Change Order that increases/decreases the contract amount, a Change Order form will be issued and a modified Purchase Order will be issued reflecting the revised contract amount.
- D. When it is necessary to issue a Change Order that only increases/decreases the contract period, only a Change Order form will be issued establishing the revised contract period.
- E. Upon Award the contractor shall execute the Contractor Services Agreement.

6. PAYMENT

- A. Progress payments will be made in accordance with “Applications for Payment” and “Project Closeout” sections of the specifications, less a 10% retainage for each payment, which will be held until final acceptance of the work by the City. Certification of each Application for Payment will be made by the City’s representative.
- B. All payments will be made in accordance with *Illinois Local Government Prompt Payment Act*.

7. DECISIONS TO WITHHOLD CERTIFICATION FOR PAYMENT

- A. The City may not certify payment and may withhold payment in whole or in part, to the extent reasonably necessary to protect the City, if the quality of the work is not in accordance with the contract documents. If the City is unable to certify payment in the amount of the invoice, the City will promptly issue payment for the amount of the Work completed in accordance with the contract documents. The City may not certify payment due to any contractor negligence or contract non-compliance.
 - a. Defective work not remedied
 - b. Third party claims filed or reasonable evidence indicating probable filing of such claims
 - c. Failure of Contractor to make payments properly to Sub-contractors for labor, materials or equipment
 - d. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum
 - e. Damage to the City or another contractor
 - f. Reasonable evidence that the work will not be completed within the Contract period and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay
 - g. Persistent failure to carry out work in accordance with the Contract Documents.

8. CHANGES IN WORK

- A. The City reserves the right to make changes in the plans and specifications by

altering, adding to, or deducting from the work, without invalidating the contract. All such changes shall be executed under the conditions of the original contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

- B. No change shall be made unless a written Change Order and/or modified Purchase Order is issued by the City stating that the City has authorized the change, and no claim for an addition to the contract shall be valid unless so ordered.
- C. If such changes diminish the quantity of work to be done they shall not constitute a claim for damage or anticipated profits on the work, such increase shall be paid in one or more of the following ways:
 - 1. by estimate and acceptance in lump sum
 - 2. by unit prices named in the contract's bid form or subsequently agreed upon
- D. Whenever the quantity of any pay item as given in the proposal shall be increased or decreased, payment shall be made on the basis of the actual quantity completed at the unit price for such pay item named in the proposal.

9. DEDUCTION FOR UNCORRECTED WORK

If the City deems it expedient to correct work damaged or not done in accordance with the contract, the difference in value, together with a fair allowance for damage shall be deducted from the contract amount due. The value of such deduction shall be determined by the City.

10. CITY'S RIGHT TO TERMINATE CONTRACT

The City reserves the right, in addition to other rights to termination, to terminate the contracts in accordance with all provisions of the executed contract.

11. LIENS

- A. Neither the final payment nor any part of any retained percentages, shall become due until the contractor, if required, delivers to the City, a complete release of all liens arising out of this contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed. If any lien remains unsatisfied after all payments are made the contractor shall refund to the City all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and attorney's fees.

12. SEPARATE CONTRACTS

- A. The City reserves the right to let other contracts in connection with this work. The contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his or her work with theirs. If any part of the contractor's work

depends on proper execution or results upon the work of any other contractor, the contractor shall inspect and promptly report to the City any defects in such work that render it unsuitable for such proper execution and results. His or her failure to so inspect and report shall constitute an acceptance of other contractor's work as fit and proper.

- B. To insure the proper execution of his or her subsequent work, the contractor shall measure work already in place and shall at once report to the City any discrepancy between the executed work and the drawings which will affect his or her work.

13. PROTECTION & SAFEGUARDS

- A. Unless otherwise specified, the contractor, as a part of this contract, shall provide, erect and maintain temporary roads, fences, bracing, lights, warning signs, barricades, etc. necessary for the protection of the construction materials, adjacent property and the public.
- B. The contractor shall contact all utilities which will be affected by its operations and notify the owners of the utilities of its operations and their limits within forty-eight (48) hours prior to beginning construction. The contractor shall be responsible for damage to utilities and shall, at his or her own expense, restore such property to a condition equal to that which existed before its work, as may be directed by the owners.
- C. The contractor shall protect all work and unused materials of this contract from any and all damage and shall be solely responsible for the condition of such work and materials.

14. MATERIAL STORAGE

- A. On-site areas may be designated for material/equipment storage. The contractor will assume all risk and liability associated with the storage of material/equipment at on-site locations.

15. CLEANING UP

- A. The contractor shall at all time keep the premises free from accumulation of waste material or rubbish caused by its employees or work and at the completion of the work it shall remove all its rubbish, tools, and surplus materials from the premises, leaving the area in a neat and workmanlike condition. In case of dispute, the City may remove the rubbish and charge the cost to the contractor.
- B. Contractor recognizes that proper cleanup and removal of construction debris is an important safety consideration. The Contractor shall be solely responsible for daily construction site/area cleanup and removal of all construction debris in accordance with City-approved disposal practices. Contractor shall be solely responsible for identifying and removing at its expense all hazardous material and waste which it uses and generates.

16. RESTORATION OF SITE

- A. Prior to final payment, contractor shall fully restore all property disturbed or damaged during the course of this work. This includes, but is not limited to public property, (walks, curbs, roadways, trees, etc.) private property, and utilities. This shall also include removal of temporary facilities erected during the course of this contract and restoration of these areas.
- B. All restoration work shall be subject to the approval of the City and shall restore the property to a condition at least equal to that existing prior to the start of this contract.
- C. All restoration work of property damaged by contractor shall be accomplished at the sole expense of the contractor.

17. PREVAILING WAGE

- A. Prospective Bidders shall thoroughly familiarize themselves with the provisions of the above-mentioned Act and shall prepare any and all bids/bids in strict compliance therewith.
- B. **Effective September 1st - All work performed on new and existing projects must be submitted to Illinois Department of Labor through the certified transcript of payroll portal.** You may access the portal here: [Certified Transcript of Payroll Portal](#)

All contractors and sub-contractors on public works projects ***must submit and upload certified payrolls*** on a monthly basis to the **IDOL** online portal, provide a pdf copy to the City's project manager and business work force development coordinator, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records her or she knows to be false is a Class B misdemeanor.

- C. The certified payroll record must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.
- D. All certified payrolls shall be submitted in electronic format, preferably a PDF file.
- E. As a condition of receiving payment, Contractor must (i) be in compliance with the Agreement, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window

washing, building and grounds services, site technician services, natural resource services, security guard and food services). Contractor is responsible for contacting the Illinois Dept. of Labor 217-782-1710; <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevaling-wage-act.aspx> compliance with prevailing wage requirements), (iii) pay its suppliers and sub-contractors according to the terms of their respective contracts, and (iv) provide lien waivers to the City upon request.

18. CONTRACTOR REQUIREMENTS

- A. The Contractor shall abide by and comply with all local, State and federal laws and regulations relating to contracts involving public funds and the development/construction of public works, buildings, or facilities. The scale of wages to be paid shall be obtained from Illinois Department of Labor and posted by the Contractor in a prominent and accessible place at the project work site.
- B. The Contractor certifies it has not been barred from being awarded a contract with a unit of State or local government as a result of bid rigging or bid rotating or any similar offense (720 ILCS 5/33 E-3, E-4).
- C. The Contractor certifies, pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), that it has a written sexual harassment policy that includes, at a minimum, the following information: (1) the illegality of sexual harassment, (2) the definition of sexual harassment under State law, (3) a description of sexual harassment utilizing examples, (4) the Contractor's internal complaint process including penalties, (5) legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (6) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.
- D. The Contractor shall abide by the "Illinois Preference Act" which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident) Other laborers may be used IF Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the project engineer.

19. SUB-CONTRACTORS

- A. The term "sub-contract" means any agreement, arrangement or understanding, written or otherwise between a Contractor and any person (in which the parties do not stand in the relationship of an employer or an employee) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one

or more Contracts under which any portion of the Contractor's obligation under any one or more Contracts is performed, undertaken or assumed.

- B. The Bidder is specifically advised that any person, firm or party, to whom it is proposed to award a sub-contract under this contract must be acceptable to the City. Approval for the proposed sub-contract Award cannot be given by the City until the proposed Sub-contractor has submitted evidence showing that it has fully complied with any reporting requirements to which it is, or was, subject.
- C. The contractor, shall, within ten (10) days after award of the Contract, submit to the City in writing, names and addresses and respective amounts of money for proposed contracts with Sub-contractors/major suppliers. The City will review and may direct the Contractor that they shall not employ any that are not acceptable as provided above.
- D. The sub-contractor shall abide by and comply with all local, State and federal laws and regulations relating to contracts involving public funds and the development/construction of public works, buildings, or facilities.

20. PAYMENTS TO SUB-CONTRACTORS

- A. Within seven days after the receipt of amounts paid by the City for work performed by a sub-contractor under this contract, the Contractor shall either:
 - 1. Pay the sub-contractor for the proportionate share of the total payment received from the City attributable to the work performed by the sub-contractor under this contract; or,
 - 2. Notify the City and sub-contractor, in writing, of his intention to withhold all or a part of the sub-contractor's payment and the reason for non-payment.
- B. The Contractor shall pay interest to the sub-contractor on all amounts owed that remain unpaid beyond the seven day period except for amounts withheld as allowed in item 2 above.
- C. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.
- D. The Contractor shall include in each of its sub-contracts a provision requiring each Sub-contractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier sub-contractor.
- E. The Contractor's obligation to pay an interest charge to a sub-contractor pursuant to this provision may not be construed to be an obligation of the City.

21. BOND – PERFORMANCE, MATERIAL, & LABOR

- A. When required by the specifications herein, the successful Bidder or Bidders shall, within ten (10) calendar days after acceptance of the Bidder's bid by the City, furnish a performance bond for 100% of the full amount of the contract from insurance companies having not less than A+ Policyholders Rating from the most recent Alfred M. Best and Co., Inc. listing available. Certification of the insurance company's rating shall be provided prior to contract implementation and quarterly thereafter until contract completion. Should such rating fall below the required A+ level during performance of the contract, it will be the contractor's responsibility to notify the City and provide a new bond from an insurance company whose rating meets the City's requirements.
- B. When required by the specifications herein, all Bidders shall submit with the bid a bid bond. A letter of credit may be furnished in lieu of a bid bond only if the following conditions are met: 1) An irrevocable letter of credit must be obtained from an accredited bank which shall include an agreement that the bank will honor a demand by the City for payment due to Plaintiff failure to complete the project. 2) An irrevocable letter of credit must be in writing and signed by an authorized representative of the bank. 3) The irrevocable letter of credit must expressly state that it is irrevocable until the bid has been awarded. 4) The letter of credit must be for the percentage specified in the bid documents.
- C. The City may reject the use of an irrevocable letter of credit if the financial soundness of the issuing bank is found to be unacceptable.
- D. In the event that the Bidder fails to furnish a performance bond in said period of ten (10) calendar days after acceptance of the Bidder's bid by the City, the City may withdraw its acceptance of the bid and retain the Bidder's deposit as liquidated damages and not as a penalty.
- E. If the contractor has more than one project for which there is a contract with the City of Evanston the contractor shall provide a separate Performance Bond for each project.

22. INDEMNITY

- A. The Contractor shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Contractor or Contractor's sub-contractors, employees, agents or sub-contractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

- B. Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Contractor shall be liable for the reasonable costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*
- C. At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Project by Contractor must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.
- D. To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Worker Compensation Act, the Illinois Pension Code or any other statute.
- E. The Contractor shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its sub-contractors' work. Acceptance of the work by the City will not relieve the Contractor of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom.

23. CONTRACTOR'S LIABILITY INSURANCE

- A. THE CONTRACTOR SHALL NOT COMMENCE WORK UNDER THIS CONTRACT UNTIL THEY HAVE OBTAINED ALL INSURANCE REQUIRED HEREIN AND SUCH INSURANCE HAS BEEN APPROVED BY THE CITY. Nor shall the contractor allow any sub-contractor to commence work until all similar insurance required of the sub-contractor has been so obtained.
- B. The City of Evanston shall be named as an additional insured on the policy of the contractor for whatever the policy limits are for the contractor, but in no event shall the Comprehensive General Liability limits be less than \$3,000,000.00.
- C. If the contractor has more than one project for which he has a contract with the City

of Evanston there shall be separate Certificates of Insurance naming the City as an additional insured on each separate policy.

- D. In the event of accidents, injuries, or unusual events, whether or not any injury occurred, the contractor shall promptly furnish the City with copies of all reports of such incidents.
- E. The contractor shall furnish one (1) copy of a certificate, with the City named as an additional insured, showing the following minimum coverage with insurance company acceptable to the City.

24. PRE-CONSTRUCTION MEETING

- A. A pre-construction meeting will be scheduled for the successful Contractor at a date immediately following awarding of the Contracts.

25. LIQUIDATED DAMAGES

- A. The Contractor must commence work within 10 days of notice from the City and the work must be completed by November 21, 2025. In the event the work is not substantially completed by the interim completion dates in the specifications, then in addition to any remedies available to the City, the Contractor will pay to the City the sum of **One Thousand Two Hundred Seventy Five Dollars** per day for each calendar day beyond those dates, until substantial completion of the work has been achieved. This payment is for liquidated damages, in addition to any other damages that may be incurred by the City, and not as a penalty. All such liquidated damages may be set-off against any moneys that may be due the contractor.
- B. Substantial Completion shall be defined as the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the work for its intended use. Substantial Completion will be certified by the issuance of a Certificate of Substantial Completion, to be issued by the City's representative, when the Contractor has satisfied the above statement and billed the City for a minimum of 90% of the total value of the work.

26. EXTENSION OF TIME

- A. Delays due to causes beyond the control of the contractor other than such as reasonable would be expected to occur in connection with or during the performance of the work, may entitle the contractor to an extension of time for completing the work sufficient to compensate for such delay. No extension of time shall be granted, however, unless the contractor shall notify the City in writing thereof, within ten (10) days from the initiation of the delay and unless he shall, within ten (10) days after the expiration of the delay, notify the City in writing of the extension of time claimed on account thereof and then only to the extent, if any, allowed by the City.

27. DEFAULT

- A. The City may, subject to the provisions of this section, by written notice of default to Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
1. if the Contractor fails to perform the services within the time specified herein, or any extension thereof; or
 2. if the contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure failure within a period of 10 days (or such other extended period as the City may authorize in writing) after receipt of notice from the City specifying such failure
- B. In the event the City terminates this contract in whole or in part as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar to those so terminated, and the Contractor will be liable to the City for any excess costs for such similar services.
- C. The Contractor will not be liable for any excess of costs if acceptable evidence has been submitted to the City that the failure to perform the contract was due to causes beyond the control and without fault or negligence of the Contractor.
- D. Contractors who default may not be considered for awards of future City contracts.

28. USE OF PREMISES

- A. The contractor shall confine his apparatus, the storage of materials and the operations of his workers, to limits indicated by law, ordinances, permits or directions of the City.

29. DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)

- A. The City of Evanston's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the City of Evanston requires all Bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the Bidder and the City of Evanston, its officials, and/or employees. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in its bid, identifying the name of the City of Evanston official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence

of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Bidder from consideration. Information provided by Bidders in this regard will allow the City of Evanston to take appropriate measures to ensure the fairness of the bidding process.

The City of Evanston requires all bidders to submit a certification, enclosed with this bid packet, that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all Bidders acknowledge and accept that if the City of Evanston discovers an undisclosed potential or actual conflict of interest, the City of Evanston may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

INSURANCE REQUIREMENTS

<u>TYPE OF INSURANCE</u>	<u>MINIMUM</u>	<u>INSURANCE</u>	<u>COVERAGE</u>
	Consequent Death		Bodily Injury and Property Damage
	Each Occurrence		Aggregate
Commercial General Liability including:	\$3,000,000		\$3,000,000
1. Comprehensive form			
2. Premises - Operations			
3. Explosion & Collapse Hazard			
4. Underground Hazard			
5. Products/Completed Operations Hazard			
6. Contractual Insurance – With an endorsement on the face of the certificate that it includes the "Indemnity" paragraph of the specifications.		<u>Insurance Certificate Must State: The City Of Evanston is Named as Additional Insured</u>	
7. Broad Form Property Damage - construction projects only			
8. Independent contractors			
9. Personal Injury			
Automobile Liability Owned, Non-owned or Rented	\$1,000,000		\$1,000,000
Workmen's Compensation and Occupational Diseases As required by applicable laws. Employer's Liability			\$500,000

Thirty day notice of cancellation required on all certificates.

EXHIBIT A – BID FORM
For
2025 Alley and Sidewalk Improvements
(BID #25-26)

1.01 BID TO:

THE CITY OF EVANSTON
909 Davis Street
Evanston, Illinois 60201

Hereinafter called "OWNER".

1.02 BID FROM:

(Hereinafter call "BIDDER")

Address

Telephone Number

Fax Number

1.03 BID FOR: **2025 Alley and Sidewalk Improvements**

1.04 ACKNOWLEDGEMENT:

A. The Bidder, in compliance with the Invitation for Bids, having carefully examined the Drawings and Project Manual with related documents and having visited the site of the proposed Work, and being familiar with all of the existing conditions and limitations surrounding the construction of the proposed project, including the structure of the ground, subsurface conditions, the obstacles which may be encountered, local restrictions, and all other relevant matters concerning the Work to be performed, hereby PROPOSES to perform everything required to be performed, and to provide all labor, materials, necessary tools and equipment, expendable equipment, all applicable permits and taxes and fees, and provide all utility and transportation services necessary to perform and complete in a workmanlike

manner the Project in accordance with all the plans, specifications and related Contract Documents as prepared by the City of Evanston.

- B. The undersigned hereby acknowledges receipt of Invitation of Bids, Instruction to Bidder, the Project Manual, Drawings, and other Contract Documents and acknowledges receipt of the following Addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

1.05 GENERAL STATEMENTS

- A. The undersigned has checked all of the figures contained in this proposal and further understands that the Owner will not be responsible for any errors or omissions made therein by the undersigned.
- B. It is understood that the right is reserved by the Owner to reject any or all proposals, to waive all informality in connection therewith and to award a Contract for any part of the work or the Project as a whole.
- C. The undersigned declares that the person(s) signing this proposal is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all the conditions and provisions thereof.
- D. It is agreed that no person(s) or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the Contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.
- E. It is agreed that the undersigned has complied and/or will comply with all requirements concerning licensing and with all other local, state and national laws, and that no legal requirement has been or will be violated in making or accepting this proposal, in awarding the Contract to him, and/or in the prosecution of the Work required hereunder.
- F. To be considered a bona fide offer, this proposal must be completed in full and accompanied by a bid deposit or a bid bond when required by Contract Documents or Addenda.

1.06 ALTERNATES

- A. When alternate proposals are required by Contract Documents or Addenda thereto, the undersigned proposes to perform alternates for herein stated additions to or deductions from hereinbefore stated Base Bid. Additions and deductions include all modifications of Work or additional Work that the undersigned may be required to perform by reason of the acceptance of alternates.

1.07 ALLOWANCE

A. N/A

1.08 AGREEMENT

- A. In submitting this Bid, the undersigned agrees:
1. To hold this Bid open for sixty (60) days from submittal date.
 2. To enter into and execute a Contract with the Owner within ten (10) days after receiving Notice of Award from the Owner.
 3. To accomplish the work in accordance with the Contract Documents.
 4. To complete the work by the time stipulated in the General Conditions
- B. The Owner reserves the right to reject any and all Bids and to waive any informalities in Bidding.

1.09 SCHEDULE

A. See General Conditions for required schedule of completion dates.

1.10 PROPOSED PRICES

A. The Bidder hereby proposes to furnish all labor, materials, equipment, transportation, construction plant and facilities necessary to complete, in a workmanlike manner and in accordance with the contract documents, the contract of work bid upon herein for compensation in accordance with the following prices:

TOTAL BID AMOUNT: \$ _____

1.11 UNIT PRICING LIST

The undersigned submits the following UNIT PRICING LIST to be performed as shown on the Plans and/or described in the Specifications, and agrees that items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part of the work for which a unit price is given, and understands that no additional payment will be made for such incidental work from the estimated quantities shown below. Unit prices for individual line items shall be used for the project's schedule of values, pay applications and will also be used to determine the amount to ADD TO or DEDUCT FROM the contract LUMP SUM PRICE for properly authorized additional or deducted work. In the event of a change to the contract the contractor shall be limited to markup percentages as indicated in Section 01028, 1.05, A. Bidders shall examine plans and determine actual work items and quantities for the work involved for bid analysis by the Owner.

SCHEDULE OF PRICES

(For complete information covering these items, see Plans and Contract Specifications)

PROJECT	TOTAL COST
Alley North of Payne Street, East of Crawford Avenue	\$
Alley North of Grant Street, East of Hartrey Avenue	\$
Alley North of Lincoln Street, East of Hartrey Avenue	\$
Colfax Street Sewer Extension	\$
Pedestrian Crossings	\$
Sidewalk Gap Infills	\$
Downtown Sidewalk Improvements	\$
Greenwood Park Picnic Pads	\$
Traffic Calming Speed Humps and Alley Bumps	\$
Transit Stops	\$
BIDDER'S PROPOSAL FOR TOTAL BASE BID SCOPE:	\$

ALLEY NORTH OF PAYNE STREET, EAST OF CRAWFORD AVENUE

Item No.	Item	Unit	Quantity	Unit Price	Cost
1	EARTH EXCAVATION	CU. YD.	204		
2	TRENCH BACKFILL	CU. YD.	117		
3	SUB-BASE GRANULAR MATERIAL, TYPE B	CU. YD.	10		
4	AGGREGATE BASE COURSE, TYPE B, 4"	SQ. YD.	712		
5	INCIDENTAL HOT-MIX ASPHALT SURFACING	TON	5		
6	PORTLAND CEMENT CONCRETE PAVEMENT, 8"	SQ. YD.	687		
7	STORM SEWERS, SPECIAL, 8" (D.I.P. / CL 50)	FOOT	386		
8	STORM SEWERS, SPECIAL, 10" (D.I.P. / CL 50)	FOOT	12		
9	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	2		
10	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1		

11	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1		
12	COMBINATION CONCRETE CURB AND GUTTER, TYPE B 6.12	FOOT	100		
13	CONCRETE CURB, TYPE B	FOOT	50		
14	PAVEMENT REMOVAL	SQ. YD.	38		
15	DRIVEWAY PAVEMENT REMOVAL	SQ. YD.	94		
16	COMBINATION CURB AND GUTTER REMOVAL	FOOT	100		
17	SIDEWALK REMOVAL	SQ. FT.	73		
18	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT - 6"	SQ. YD.	107		
19	PORTLAND CEMENT CONCRETE SIDEWALK - 5"	SQ. FT.	73		
20	PROTECTIVE SEALER	SQ. YD.	794		
21	CRUSHED STONE, CA-16	TON	20		
22	FURNISHING AND PLACING TOPSOIL, 3"	SQ. YD.	105		
23	SODDING, SALT TOLERANT	SQ. YD.	105		
24	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT DIA.	12		
25	HOT-MIX ASPHALT SURFACE REMOVAL	SQ. YD.	18		
26	TEMPORARY FENCE	FOOT	150		
27	CONSTRUCTION LAYOUT AND STAKING	LUMP SUM	1		
28	STREET SWEEPING	EACH	3		
29	CLOSED CIRCUIT TV INSPECTION	LUMP SUM	1		
30	PRE-CONSTRUCTION SURFACE VIDEO TAPING	LUMP SUM	1		
31	REMOVING AND RESETING PAVERS	SQ. FT.	159		
32	EPOXY PAVEMENT MARKING LINE - 6" YELLOW	FOOT	80		
ALLEY NORTH OF PAYNE STREET, EAST OF CRAWFORD AVENUE TOTAL:					

ALLEY NORTH OF GRANT STREET, EAST OF HARTREY AVENUE

Item No.	Item	Unit	Quantity	Unit Price	Cost
1	EARTH EXCAVATION	CU. YD.	432		
2	TRENCH BACKFILL	CU. YD.	420		
3	SUB-BASE GRANULAR MATERIAL, TYPE B	CU. YD.	15		

4	GRANULAR CRADLE MATERIAL, CA-11	TON	110		
5	AGGREGATE BASE COURSE, TYPE B, 4"	SQ. YD.	1,120		
6	INCIDENTAL HOT-MIX ASPHALT SURFACING	TON	10		
7	PORTLAND CEMENT CONCRETE PAVEMENT, 8"	SQ. YD.	1,102		
8	STORM SEWERS, SPECIAL, 8" (D.I.P. / CL 50)	FOOT	142		
9	STORM SEWERS, 12", TYPE 2 (R.C.P. / CL III)	FOOT	420		
10	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	1		
11	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1		
12	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	2		
13	COMBINATION CONCRETE CURB AND GUTTER, TYPE B 6.12	FOOT	200		
14	CONCRETE CURB, TYPE B	FOOT	100		
15	PAVEMENT REMOVAL	SQ. YD.	104		
16	DRIVEWAY PAVEMENT REMOVAL	SQ. YD.	225		
17	COMBINATION CURB AND GUTTER REMOVAL	FOOT	200		
18	CURB REMOVAL	FOOT	100		
19	SIDEWALK REMOVAL	SQ. FT.	310		
20	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT - 6"	SQ. YD.	335		
21	PORTLAND CEMENT CONCRETE SIDEWALK - 5"	SQ. FT.	310		
22	PROTECTIVE SEALER	SQ. YD.	1,437		
23	CRUSHED STONE, CA-16	TON	30		
24	FURNISHING AND PLACING TOPSOIL, 3"	SQ. YD.	140		
25	SODDING, SALT TOLERANT	SQ. YD.	140		
26	DETECTABLE WARNINGS	SQ. FT.	80		
27	TREE REMOVAL (6 TO 15 INCH DIA.)	UNIT DIA.	5		
28	HOT-MIX ASPHALT SURFACE REMOVAL	SQ. YD.	30		
29	TEMPORARY FENCE	FOOT	150		
30	CONSTRUCTION LAYOUT AND STAKING	LUMP SUM	1		
31	STREET SWEEPING	EACH	3		
32	CLOSED CIRCUIT TV INSPECTION	LUMP SUM	1		

33	PRE-CONSTRUCTION SURFACE VIDEO TAPING	LUMP SUM	1		
34	REMOVING AND RESETTING PAVERS	SQ. FT.	20		
35	EPOXY PAVEMENT MARKING LINE - 6" YELLOW	FOOT	90		
ALLEY NORTH OF GRANT STREET, EAST OF HARTREY AVENUE TOTAL:					

ALLEY NORTH OF LINCOLN STREET, EAST OF HARTREY AVENUE

Item No.	Item	Unit	Quantity	Unit Price	Cost
1	EARTH EXCAVATION	CU. YD.	212		
2	TRENCH BACKFILL	CU. YD.	792		
3	SUB-BASE GRANULAR MATERIAL, TYPE B	CU. YD.	15		
4	GRANULAR CRADLE MATERIAL, CA-11	TON	177		
5	AGGREGATE BASE COURSE, TYPE B, 4"	SQ. YD.	1,154		
6	INCIDENTAL HOT-MIX ASPHALT SURFACING	TON	10		
7	PORTLAND CEMENT CONCRETE PAVEMENT, 8"	SQ. YD.	1,134		
8	STORM SEWER REMOVAL 8"	FOOT	635		
9	REMOVING MANHOLES	EACH	2		
10	REMOVING CATCH BASINS	EACH	2		
11	STORM SEWERS, SPECIAL, 8" (D.I.P. / CL 50)	FOOT	338		
12	STORM SEWERS, 12", TYPE 2 (R.C.P. / CL III)	FOOT	394		
13	STORM SEWERS, 15", TYPE 2 (R.C.P. / CL III)	FOOT	238		
14	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	1		
15	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1		
16	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	4		
17	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1		
18	COMBINATION CONCRETE CURB AND GUTTER, TYPE B 6.12	FOOT	100		
19	CONCRETE CURB, TYPE B	FOOT	20		
20	PAVEMENT REMOVAL	SQ. YD.	1,314		
21	DRIVEWAY PAVEMENT REMOVAL	SQ. YD.	767		
22	COMBINATION CURB AND GUTTER REMOVAL	FOOT	100		

23	SIDEWALK REMOVAL	SQ. FT.	440		
24	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT - 6"	SQ. YD.	818		
25	PORTLAND CEMENT CONCRETE SIDEWALK - 5"	SQ. FT.	440		
26	PROTECTIVE SEALER	SQ. YD.	1,952		
27	CRUSHED STONE, CA-16	TON	30		
28	FURNISHING AND PLACING TOPSOIL, 3"	SQ. YD.	120		
29	SODDING, SALT TOLERANT	SQ. YD.	120		
30	DETECTABLE WARNINGS	SQ. FT.	20		
31	HOT-MIX ASPHALT SURFACE REMOVAL	SQ. YD.	15		
32	TEMPORARY FENCE	FOOT	120		
33	CONSTRUCTION LAYOUT AND STAKING	LUMP SUM	1		
34	STREET SWEEPING	EACH	3		
35	CLOSED CIRCUIT TV INSPECTION	LUMP SUM	1		
36	PRE-CONSTRUCTION SURFACE VIDEO TAPING	LUMP SUM	1		
37	REMOVING AND RESETTING PAVERS	SQ. FT.	140		
38	CLASS B PATCHES, SPECIAL 9" (HES)	SQ. YD.	15		
39	EPOXY PAVEMENT MARKING LINE - 6" YELLOW	FOOT	60		
ALLEY NORTH OF LINCOLN STREET, EAST OF HARTREY AVENUE TOTAL:					

COLFAX STREET SEWER EXTENSION

Item No.	Item	Unit	Quantity	Unit Price	Cost
1	TRENCH BACKFILL	CU. YD.	446		
2	GRANULAR CRADLE MATERIAL, CA-11	TON	90		
3	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	38		
4	STORM SEWERS, 12", TYPE 2 (R.C.P. / CL III)	FOOT	358		
5	STORM SEWERS, SPECIAL, 8" (D.I.P. / CL 50)	FOOT	48		
6	REMOVE STORM SEWER 8"	FOOT	45		
7	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2		
8	CLASS B PATCHES, SPECIAL 9" (HES)	SQ. YD.	328		

9	ADJUSTING SANITARY SEWER SERVICE LINE	EACH	6		
10	CONSTRUCTION LAYOUT AND STAKING	LUMP SUM	1		
11	STREET SWEEPING	EACH	2		
12	PRE AND POST CONSTRUCTION SUB-SURFACE VIDEOTAPING	LUMP SUM	1		
13	CLOSED CIRCUIT TV INSPECTION	LUMP SUM	1		
COLFAX STREET SEWER EXTENSION TOTAL:					

PEDESTRIAN CROSSINGS

Item No.	Item	Unit	Quantity	Unit Price	Cost
1	EARTH EXCAVATION	CU. YD.	5		
2	TOPSOIL FURNISH AND PLACE 3"	SQ. YD.	100		
3	SODDING SALT TOLERANT	SQ. YD.	100		
4	AGGREGATE BASE COURSE, TYPE B 4"	SQ. YD.	230		
5	INCIDENTAL HOT-MIX ASPHALT SURFACING	TON	10		
6	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ. FT.	550		
7	DETECTABLE WARNINGS	SQ. FT.	100		
8	PAVEMENT REMOVAL	SQ. YD.	185		
9	COMBINATION CURB AND GUTTER REMOVAL	FOOT	40		
10	SIDEWALK REMOVAL	SQ. FT.	395		
11	CLASS B PATCHES, SPECIAL 9" HES	SQ. YD.	15		
12	FRAMES AND GRATES TO BE ADJUSTED	EACH	1		
13	CONCRETE CURB, TYPE B	FOOT	355		
14	COMB. CONC. CURB & GUTTER, TYPE B6.12	FOOT	180		
15	CONCRETE MEDIAN SURFACE 4"	SQ. FT.	1,005		
16	CONSTRUCTION LAYOUT	LSUM	1		
17	STREET SWEEPING	EACH	4		
18	DOUBLE-SIDED PEDESTRIAN CROSSWALK SYSTEM	EACH	8		
19	SIGN PANEL - TYPE 1	SQ. FT.	130		
20	RELOCATE SIGN ASSEMBLY - TYPE A	EACH	1		

21	REMOVE AND RETURN SIGN PANEL ASSEMBLY	EACH	2		
22	TELESCOPING STEEL SIGN SUPPORT	FOOT	120		
23	TUBULAR FLEXIBLE DELINEATOR	EACH	8		
24	THERMOPLASTIC PAVEMENT MARKING LINE - 12"	FOOT	370		
25	THERMOPLASTIC PAVEMENT MARKING LINE - 8"	FOOT	200		
26	THERMOPLASTIC PAVEMENT MARKING LINE - 6"	FOOT	150		
27	THERMOPLASTIC PAVEMENT MARKING LINE - 4"	FOOT	265		
28	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ. FT.	300		
PEDESTRIAN CROSSINGS TOTAL:					

SIDEWALK GAP INFILLS

Item No.	Item	Unit	Quantity	Unit Price	Cost
1	TREE REMOVAL (LESS THAN 15 INCH DIA)	UNIT DIA.	60		
2	TEMPORARY FENCE	FOOT	950		
3	TREE ROOT PRUNING	FOOT	200		
4	EARTH EXCAVATION	CU. YD.	150		
5	TOPSOIL FURNISH AND PLACE, 3"	SQ. YD.	300		
6	SODDING, SALT TOLERANT	SQ. YD.	300		
7	TREE, AESCULUS FLAVA (BUCKEYE), 2" CALIPER, BALLED AND BURLAPPED	EACH	1		
8	AGGREGATE BASE COURSE, TYPE B 4"	SQ. YD.	1,046		
9	CRUSHED STONE, CA-16	TON	5		
10	INCIDENTAL HOT-MIX ASPHALT SURFACING	TON	9		
11	PCC DRIVEWAY PAVEMENT, 6 INCH	SQ. YD.	78		
12	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ. FT.	9,156		
13	DETECTABLE WARNINGS	SQ. FT.	235		
14	DRIVEWAY PAVEMENT REMOVAL	SQ. YD.	118		
15	HOT-MIX ASPHALT SURFACE REMOVAL	SQ. YD.	42		
16	COMBINATION CURB AND GUTTER REMOVAL	FOOT	581		
17	CURB REMOVAL	FOOT	25		

18	SIDEWALK REMOVAL	SQ. FT.	4,200		
19	COMB. CONC. CURB & GUTTER, TYPE B-6.12	FOOT	581		
20	CONCRETE CURB, TYPE B	FOOT	55		
21	NON-SPECIAL WASTE DISPOSAL	CU. YD.	150		
22	SOIL DISPOSAL ANALYSIS	EACH	3		
23	CONSTRUCTION LAYOUT	LUMP SUM	1		
24	STREET SWEEPING	EACH	3		
25	FENCE REMOVAL	FOOT	150		
26	THERMOPLASTIC PAVEMENT MARKING LINE - 6"	FOOT	190		
27	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ. FT.	63		
SIDEWALK GAP INFILLS TOTAL:					

DOWNTOWN SIDEWALK IMPROVEMENTS

Item No.	Item	Unit	Quantity	Unit Price	Cost
1	TREE REMOVAL (LESS THAN 15 INCH DIA)	UNIT DIA.	90		
2	TREE TRUNK PROTECTION	EACH	41		
3	TREE ROOT PRUNING	FOOT	100		
4	TOPSOIL FURNISH AND PLACE, 3"	SQ. YD.	109		
5	SODDING, SALT TOLERANT	SQ. YD.	109		
6	TREE, PRUNUS SARGENTII (SARGENT CHERRY), 2" CALIPER, BALLED AND BURLAPPED	EACH	6		
7	TREE, GYMNOCLADUS DIOCUS (KENTUCKY COFFEE), 2" CALIPER, BALLED AND BURLAPPED	EACH	1		
8	TREE, CELTIS OCCIDENTALIS (HACKBERRY), 2" CALIPER, BALLED AND BURLAPPED	EACH	2		
9	AGGREGATE BASE COURSE, TYPE B 4"	SQ. YD.	2,538		
10	INCIDENTAL HOT-MIX ASPHALT SURFACING	TON	2		
11	PCC DRIVEWAY PAVEMENT, 8 INCH	SQ. YD.	1,485		
12	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ. FT.	17,548		
13	DETECTABLE WARNINGS	SQ. FT.	290		
14	DRIVEWAY PAVEMENT REMOVAL	SQ. YD.	1,485		
15	FRAMES AND GRATES TO BE ADJUSTED	EACH	16		

16	COMBINATION CURB AND GUTTER REMOVAL	FOOT	29		
17	COMB. CONC. CURB & GUTTER, TYPE B-6.12	FOOT	71		
18	CONCRETE CURB, TYPE B	FOOT	12		
19	CONSTRUCTION LAYOUT	LUMP SUM	1		
20	STREET SWEEPING	EACH	2		
21	BRICK PAVER BANDING	SQ. FT.	3,412		
22	TREE GRATES AND FRAMES	EACH	18		
23	REMOVE EXISTING BRICK PAVERS	SQ. FT.	22,507		
24	SUPPLEMENTAL WATERING	UNIT	10		
DOWNTOWN SIDEWALK IMPROVEMENTS TOTAL:					

GREENWOOD PARK PICNIC PAD

Item No.	Item	Unit	Quantity	Unit Price	Cost
1	TEMPORARY FENCE	FOOT	500		
2	TREE ROOT PRUNING	FOOT	100		
3	EARTH EXCAVATION	CU. YD.	34		
4	TOPSOIL FURNISH AND PLACE, 3"	SQ. YD.	200		
5	SEEDING, CLASS 2A	SQ. YD.	56		
6	SODDING, SALT TOLERANT	SQ. YD.	200		
7	AGGREGATE BASE COURSE, TYPE B 4"	SQ. YD.	167		
8	CRUSHED STONE, CA-16	TON	5		
9	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ. FT.	1,020		
10	PORTLAND CEMENT CONCRETE SIDEWALK, 6 INCH	SQ. FT.	479		
11	DETECTABLE WARNINGS	SQ. FT.	10		
12	SIDEWALK REMOVAL	SQ. FT.	936		
13	NON-SPECIAL WASTE DISPOSAL	CU. YD.	34		
14	SOIL DISPOSAL ANALYSIS	EACH	1		
15	CONSTRUCTION LAYOUT	LUMP SUM	1		
16	STREET SWEEPING	EACH	1		

17	THERMOPLASTIC PAVEMENT MARKING LINE - 4"	FOOT	131		
18	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ. FT.	28		
19	METAL POST - TYPE B	FOOT	16		
20	SIGN PANEL - TYPE 2	SQ. FT.	4		
21	ADA PICNIC TABLE	EACH	1		
22	ADA CHARCOAL GRILL	EACH	1		
23	OUTDOOR TRASH BIN	EACH	1		
24	OUTDOOR RECYCLING BIN	EACH	1		
GREENWOOD PARK PICNIC PAD TOTAL:					

TRAFFIC CALMING SPEED HUMPS AND ALLEY BUMPS

Item No.	Item	Unit	Quantity	Unit Price	Cost
1	SPEED HUMPS (VARIOUS STREETS)	FOOT	400		
2	SPEED BUMPS (VARIOUS ALLEYS)	FOOT	80		
3	SPEED HUMPS AND BUMPS REMOVAL AND REPLACEMENT (ASPHALT)	FOOT	250		
TRAFFIC CALMING SPEED HUMPS AND ALLEY BUMPS TOTAL:					

TRANSIT STOPS

Item No.	Item	Unit	Quantity	Unit Price	Cost
1	TREE ROOT PRUNING	FOOT	100		
2	EARTH EXCAVATION	CU. YD.	60		
3	TOPSOIL FURNISH AND PLACE, 4"	SQ. YD.	170		
4	SODDING, SALT TOLERANT	SQ. YD.	170		
5	AGGREGATE BASE COURSE, TYPE A 4"	SQ. YD.	383		
6	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ. FT.	3,500		
7	SIDEWALK REMOVAL	SQ. FT.	1,500		
8	SIGN PANEL - TYPE 1	SQ. FT.	40		
9	RELOCATE SIGN ASSEMBLY - TYPE A	EACH	6		
10	RELOCATE SIGN ASSEMBLY - TYPE B	EACH	3		

11	RELOCATE SIGN PANEL - TYPE 1	SQ. FT.	4		
12	METAL POST - TYPE A	FOOT	200		
13	CONSTRUCTION LAYOUT	LUMP SUM	1		
TRANSIT STOPS TOTAL:					

1.12 BID SECURITY

If required by the bid documents, a scanned copy of the bid bond must be included with the bid electronic submission. The City is currently not able to accept a certified check, bank cashier's check or electronic bid bond at this time.

- A. The City of Evanston is unable to receive in person drop-off and it is closed to the public. The original bid bond must be mailed within ten (10) days after the due date, to the City of Evanston Purchasing Department, 909 Davis Street, Evanston, Illinois 60201 Attention Purchasing Manager using the USPS (certified or priority), UPS or FedEx mail options in order to have a tracking number.
- B. Accompanying this electronic submittal is a scanned copy of a bank draft, bid bond, Cashier's check or Certified check as surety in the amount of not less than five percent (5%) of the Total Bid payable to the City of Evanston.

The amount of the check or draft is: \$ _____

If this bid is accepted and the undersigned shall fail to execute a contract and contract bond as required it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof, shall become the property of the City and shall be considered as payment of damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond; otherwise said check or draft shall be returned to the undersigned.

In the event that one check or draft is intended to cover two or more bids, the amount must be equal to the sum of the project proposal guarantees of the individual sections covered.

If the check or draft is placed on another project proposal, state below where it may be found, as follows: The check or draft will be found in the project proposal for: _____.

1.13 PERFORMANCE/PAYMENT BOND

The undersigned bidder agrees to provide Performance Bond and Payment Bond executed in accordance with Contract Performance Bond form furnished by and acceptable to the Owner written with _____

in the amount of 100% of the Contract Sum (Total Base Bid and all accepted alternatives and adjustments) the cost of which is included in the Bid.

Cost of bond for change order is _____ percent of change order cost.

1.14 LIQUIDATED DAMAGES

The undersigned Bidder understands and agrees to the provisions stated under "LIQUIDATED DAMAGES" in the General Conditions and shall be assessed at the specified daily rate for each calendar day or partial calendar day until completion as defined herein.

1.15 MATERIAL SUBSTITUTION SHEET

The following is a schedule of substitute materials I propose to furnish on this job, with the difference in price being added to or deducted from the Base Bid. The Base Bid is understood to include only those items which are definitely specified by trade names or otherwise.

I understand that if no price difference is indicated, then the selection of materials is optional with the Owner, and approval or rejection of the substitution below will be indicated prior to signing of Contracts.

<u>PRODUCT NAME AND/OR MANUFACTURER</u>	<u>ADD</u>	<u>DEDUCT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

1.16 PROPOSAL SIGNATURE (REQUIRED)

A. SOLE PROPRIETOR

Signature of Bidder: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__

Notary Public

Commission Expires: _____

B. PARTNERSHIP

Signature of All Partners: _____

Name (typed or printed)

Name (typed or printed)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20__

_____ Commission Expires: _____

Notary Public

C. CORPORATION

Signature of Authorized Official: _____

Title: _____

Name above (typed or printed): _____

(If other than the president, attach a certified copy of that section of corporate by-laws or other authorization by the Corporation which permits the person to execute the offer for the Corporation.)

(Corporate Seal)

Attest: _____

Secretary

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20__

_____ Commission Expires: _____

Notary Public

1.17 DISCLOSURE

- A. The undersigned duly sworn deposes and says on oath that the bidder has withheld no disclosures of ownership interest and the information provided herein to the best of its knowledge is current and said undersigned has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price named in said proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders and has not disclosed to any person, firm or corporation the terms of this bid or the price named herein.

Bidder: _____

Business Address: _____

Telephone Number: _____

1.18 CONTACTS

- A. In the event the Evanston City Council approves this bid response, list the name, address, telephone, and fax number of the person to be contacted:

Bidder: _____

Address: _____

Telephone Number: _____

Fax Number: _____

1.19 REFERENCES

A. Provide three (3) references for which your firm has completed work of a similar scope in the past.

1. Name: _____

Address: _____

Contact Person: _____

Phone: _____

Contract Value: _____

Contract Dates: _____

2. Name: _____

Address: _____

Contact Person: _____

Phone: _____

Contract Value: _____

Contract Dates: _____

3. Name: _____

Address: _____

Contact Person: _____

Phone: _____

Contract Value: _____

Contract Dates: _____

EXHIBIT B

City of Evanston M/W/D/EBE Policy

A City of Evanston goal is to provide contracting and sub-contracting opportunities to Minority Business Enterprises, Women Business Enterprises, Disadvantaged and Evanston Business Enterprises. The goal of the Minority, Women, Disadvantaged and Evanston Business Enterprise Program (M/W/D/EBE) is to assist such businesses with opportunities to grow. To assist such growth, the City's goal is to have general contractors utilize M/W/D/EBEs to perform no less than 25% of the awarded contract.

Firms bidding on projects with the City must work to meet the 25% goal or request a waiver from participation. It is advised that bidders place advertisements requesting sub-contractors and that they email or contact individual firms that would be appropriate to partner in response to the project. For samples of possible advertisements, see the City of Evanston's Business Diversity Section <http://www.cityofevanston.org/business/business-diversity/> ([Sample Advertisement](#)). If you request a paper copy of the additional documents, it will be available free of charge from the Purchasing Office, 909 Davis Street, Evanston, IL 60201.

If a bidder is unable to meet the required M/W/D/EBE goal, the Bidder must seek a waiver or modification of the goal on the attached forms. Bidder must include:

1. A narrative describing the Bidder's efforts to secure M/W/D/EBE participation prior to the bid opening.
2. Documentation of each of the assist agencies that were contacted, the date and individual who was contacted, and the result of the conversation (see form)
3. A letter attesting to instances where the bidder has not received inquiries/proposals from qualified M/W/D/EBEs
4. Names of owners, addresses, telephone numbers, date and time and method of contact of qualified M/W/D/EBE who submitted a proposal but was not found acceptable.
5. Names of owners, addresses, telephone numbers, date and time of contact of at least 15 qualified M/W/D/EBEs the bidder solicited for proposals for work directly related to the Bid prior to the bid opening (copies must be attached).

If a bidder is selected with a Sub-contractor listed to meet the M/W/D/EBE goal, a "monthly utilization report" will be due to the City prior to each payment being issued to the Contractor. This report will include documentation of the name of the firm hired, the type of work that firm performed, etc. Should the M/W/D/EBE not be paid according to the schedule proposed in this document, the City reserves the right to cancel the contract. Examples of this monthly form can be found on the City's website: <http://www.cityofevanston.org/business/business-diversity/> ([MWDEBE Monthly Utilization Report](#)).

EXHIBIT C

M/W/D/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that

_____ (Name of firm) intends to participate as a Subcontractor or General Contractor on the project referenced above.

This firm is a (check only one):

- _____ Minority Business Enterprise (MBE), a firm that is at least 51% managed and controlled by a minority, certified by a certifying agency within Illinois.
- _____ Women's Business Enterprise (WBE), a firm that is at least 51% managed and controlled by a woman, certified by a certifying agency within Illinois.
- _____ Disadvantaged Business Enterprise (DBE), a firm that is at least 51% managed and controlled by a disadvantaged, certified by a certifying agency within Illinois.
- _____ Evanston Based Enterprise (EBE), a firm located in Evanston for a minimum of one year and which performs a "commercially useful function".

Total proposed price of response \$ _____

Amount to be performed by a M/W/D/EBE \$ _____

Percentage of work to be performed by a M/W/D/EBE _____%

Information on the M/W/D/EBE Utilized:

Name _____

Address _____

Phone Number _____

Signature of firm attesting to participation _____

Title and Date _____

Type of work to be performed _____

Please attach:

1. Proper certification documentation if applying as a M/W/D/EBE and check the appropriate box below. This M/W/D/EBE will be applying with documentation from:

- | | |
|--|--|
| <input type="checkbox"/> Cook County | <input type="checkbox"/> State Certification |
| <input type="checkbox"/> Federal Certification | <input type="checkbox"/> Women's Business Enterprise National Council |
| <input type="checkbox"/> City of Chicago | <input type="checkbox"/> Chicago Minority Supplier Development Council |

2. Attach business license if applying as an EBE

EXHIBIT C

M/W/D/EBE UTILIZATION SUMMARY REPORT

The following Schedule accurately reflects the value of each MBE/WBE/DBE/EBE sub-agreement, the amounts of money paid to each to date, and this Pay Request. The total proposed price of response submitted is _____.

MBE/WBE/DBE/EBE FIRM NAME	FIRM TYPE (MBE/WBE/ DBE/EBE)	SERVICES PERFORMED	AMOUNT OF SUB- CONTRACT	PERCENT OF TOTAL CONTRACT AMOUNT
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
TOTAL			\$	

EXHIBIT D

M/W/D/EBE PARTICIPATION WAIVER REQUEST

I am _____ of _____, and I have authority to
(Title) (Name of Firm)

execute this certification on behalf of the firm. I _____ do
(Name)

hereby certify that this firm seeks to waive all or part of this M/W/D/EBE participation goal for the following reason(s):

(CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE ATTACHED.)

_____ 1. No M/W/D/EBEs responded to our invitation to bid.

_____ 2. An insufficient number of firms responded to our invitation to bid.

For #1 & 2, please provide a narrative describing the outreach efforts from your firm and proof of contacting at least 15 qualified M/W/D/EBEs prior to the bid opening. Also, please attach the accompanying form with notes regarding contacting the Assist Agencies.

_____ 3. No sub-contracting opportunities exist.

Please attach a written explanation of why sub-contracting is not feasible. Please provide details supporting your request.

_____ 4. M/W/D/EBE participation is impracticable.

Please attach a written explanation of why M/W/D/EBE participation is impracticable. Please provide details supporting your request.

Therefore, we request to waive _____ of the 25% utilization goal for a revised goal of _____%.

Signature: _____
(Signature)

Date: _____

EXHIBIT E

Construction Contractors' Assistance Organizations ("Assist Agencies") Form

AGENCY	DATE CONTACTED	CONTACT PERSON	RESULT OF CONVERSATION
Association of Asian Construction Enterprises (AACE) 5500 Touhy Ave., Unit K Skokie, IL. 60077 Phone: 847-5259693 Perry Nakachii, President			
Black Contractors United (BCU) 400 W. 76th Street Chicago, IL 60620 Phone: 773-483-4000; Fax: 773-483-4150 Email: bcunewera@ameritech.net			
Chicago Minority Business Development Council 105 West Adams Street Chicago, Illinois 60603 Phone: 312-755-8880; Fax: 312-755-8890 Email: info@chicagomsdc.org Shelia Hill, President			
Evanston Minority Business Consortium, Inc. P.O. Box 5683 Evanston, Illinois 60204 Phone: 847-492-0177 Email: embcinc@aol.com			
Federation of Women Contractors 5650 S. Archer Avenue Chicago, Illinois 60638 Phone: 312-360-1122; Fax: 312-360-0239 Email: FWCChicago@aol.com Contact Person: Beth Doria Maureen Jung, President			
Hispanic American Construction Industry (HACIA) 901 W. Jackson, Suite 205 Chicago, IL 60607 Phone: 312-666-5910; Fax: 312-666-5692 Email: info@haciaworks.org			
Women's Business Development Ctr. 8 S. Michigan Ave, Suite 400 Chicago, Illinois 60603 Phone: 312-853-3477 X220; Fax: 312-853-0145 Email: wbdc@wbdc.org Carol Dougal, Director			

PLEASE NOTE: Use of Construction Contractor's Assistance Organization (Assist Agencies") Form and agencies are for use as a resource only. The agencies and or vendors listed are not referrals or recommendations by the City of Evanston.

EXHIBIT F

CITY OF EVANSTON LOCAL EMPLOYMENT PROGRAM (LEP) COMPLIANCE

Effective Date January 1, 2015

City of Evanston Ordinance 60-O-14, Local Employment Program (LEP) New Penalties:

- **Ordinance 60-O-14**, Amendment to the MWDEBE/LEP revising the penalty section from a \$100/per day to a 1.0% of total project value penalty can be found at: Ordinance 60-O-14 Amendment MWEDBE LEP of the Evanston City Code Section 1-17-1 (C) can be found at Municode Library. The following are excerpts from Ordinance 60-O-14, Amending City Code Section 1-17-1(C) (11): Penalty.

If the contractor or sub-contractor fails to comply: The City may impose a fine up to one percent (1.0%) of the approved project price in total. Contractors or sub-contractors that are out of compliance due to a resident termination or resignation shall immediately notify the Business Workforce Compliance Coordinator of this occurrence within two (2) business days. Subsequently, the contractor or sub-contractor shall have five (5) additional business days to replace a terminated or resigned worker with another resident.

If the contractor or sub-contractor fails to comply: If the contractor or sub-contractor fails to make the replacement or to notify the Business Workforce Compliance Coordinator of this occurrence, the offending party will also be subject to a penalty up to one percent (1.0%) of the approved project price. If the noncompliant contractor makes a good faith effort to replace the resident, the fine may be waived.

If the contractor or sub-contractor fails to comply: At the sole discretion of the City, a contractor or sub-contractor that has violated the terms of the Local Employment Program within a three-year period may be determined a non-responsible bidder and excluded from bidding on future projects for a period of not less than one year.

If the employee (LEP Evanston resident) fails to comply: At the sole discretion of the City, an employee that has been hired through the LEP may be removed from the program for a period of not less than one year for failing to adhere to program guidelines or due to termination by the contractor for cause. Such termination process will be reviewed by the Workforce Development Coordinator.

****Detailed Local Employment Program Instructions “How to Comply” can be found at: [Local Employment Program Detailed Instructions](#)**

Local Employment Program or Exhibit F Questions: City staff is available for assistance to help with compliance. Submit questions in writing to Jessica Cooper, the Workforce Development Coordinator at jcooper@cityofevanston.org or Tammi Nunez, Purchasing Manager at tnunez@cityofevanston.org.

EXHIBIT F
LOCAL EMPLOYMENT PROGRAM COMPLIANCE
CITY CODE SECTION 1-17-1(C): LOCAL EMPLOYMENT PROGRAM

I have read and understood the requirements of the City of Evanston Local Employment Program (“LEP”) as set forth in City of Evanston Code Section 1-17-1(C): Local Employment Program. I intend to comply with the program as follows:

Estimated total labor cost = \$ _____ 15% of total labor cost = \$ _____

- _____ My total bid, including all alternates, is under \$250,000, and the LEP does not apply.
- _____ My total bid, including all alternates, is equal to or greater than \$250,000, and I already employ, and will continue to employ for the duration of the contract for which I am submitting this bid, Evanston residents (residing in zip codes 60201 or 60202) for at least 15% of all hours worked at the construction site by construction trade workers.
- _____ My total bid, including all alternates, is equal to or greater than \$250,000, and I will employ, for the duration of the contract for which I am submitting this bid, through use of the City of Evanston database or otherwise, Evanston residents (residing in zip codes 60201 or 60202) for at least 15% of all hours worked at the construction site by construction trade workers.
- _____ My total bid, including all alternates, is equal to or greater than \$250,000, and I have been unable to comply with the LEP requirements but am willing to work with the City to achieve compliance.
- _____ My total bid, including all alternates, is equal to or greater than \$250,000, and after having made sincere attempt to comply as noted below, I seek a waiver on a portion or all of the LEP requirements on this contract. Complete next section “Reasons for Waiver Request” below.

I UNDERSTAND THAT FAILURE TO COMPLY WITH THE LEP, REGARDLESS OF INTENT, MAY RESULT IN MAXIMUM PENALTY AS SET FORTH IN CITY CODE SECTION 1-17-1(C)(11), AS AMENDED.

WAIVER WILL BE GRANTED ONLY AFTER SINCERE ATTEMPT TO COMPLY*

REASONS FOR WAIVER REQUEST: PLEASE CHECK ALL THAT APPLY AND COMPLETE INFORMATION REQUESTED:

1. I have made sincere attempt as otherwise indicated below, but have nonetheless been unable to comply.
 - a. I do or will employ Evanston residents for the project, but such employment amounts to ____% of total labor cost.
2. The nature of the job is so technical that after having made sincere attempt as otherwise indicated below, I have been unable to locate any Evanston residents qualified to perform any aspects of the work. Please describe applicable job requirements/qualifications. Attach separate sheet if necessary:

*THE FOLLOWING DEMONSTRATE **SINCERE ATTEMPT TO COMPLY**: PLEASE CHECK EACH BOX COMPLETED, AS APPLICABLE:

3. I have utilized the local resident database and otherwise worked with the City in attempt to hire Evanston residents in compliance with LEP on this project, and have nonetheless been unable to comply;
4. I have placed one or more ads in a local newspaper seeking to hire Evanston residents in compliance with LEP on this project, and have nonetheless been unable to comply; and
5. If I am utilizing union labor, I have contacted Chicagoland labor unions to request Evanston residents for employment in compliance with LEP on this project and have nonetheless been unable to comply.

I have read The City of Evanston, Local Employment Program (LEP) requirements as set forth in City Code Section 1-17-1(C): Local Employment Program. I understand and will comply with the LEP requirements for this project with respect to the job and/or any waiver, as applicable. **I UNDERSTAND THAT IF MY APPLICATION IS NOT COMPLETE, MY BID MUST BE REJECTED.**

SIGNED:

 Signature Printed Name and Title Date
 On behalf of Company: _____

 Signature Printed Name and Title Date

On behalf of Company: _____

EXHIBIT H

DISCLOSURE OF OWNERSHIP INTERESTS

City of Evanston Ordinance 15-0-78 requires all persons (APPLICANT) seeking to do business with the City to provide the following information with their bid. Every question must be answered. If the question is not applicable, answer with "NA".

APPLICANT NAME: _____

APPLICANT ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

APPLICANT is (**Check One**)

- 1. Corporation ()
- 2. Partnership ()
- 3. Sole Owner ()
- 4. Association ()
- 5. Other () _____

Please answer the following questions on a separate attached sheet if necessary.

SECTION I - CORPORATION

1a. Names and addresses of all Officers and Directors of Corporation.

1b. (Answer only if corporation has 33 or more shareholders.) Names and addresses of all those shareholders owning shares equal to or in excess of 3% of the proportionate ownership interest and the percentage of shareholder interest. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material required herein.)

- 1c. (Answer only if corporation has fewer than 33 shareholders.) Names and addresses of all shareholders and percentage of interest of each herein. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material requested herein.)

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

- 2a. The name, address, and percentage of interest of each partner whose interests therein, whether limited or general is equal to or in excess of 3%.

- 2b. Associations: The name and address of all officers, directors, and other members with 3% or greater interest.

SECTION 3 - TRUSTS

- 3a. Trust number and institution.

- 3b. Name and address of trustee or estate administrator.

3c. Trust or estate beneficiaries: Name, address, and percentage of interest in total entity.

SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

4a. Specify which, if any, interests disclosed in Section 1, 2, or 3 are being held by an agent or nominee, and give the name and address of principal.

4b. If any interest named in Section 1, 2, or 3 is being held by a "holding" corporation or other "holding" entity not an individual, state the names and addresses of all parties holding more than a 3% interest in that "holding" corporation or entity as required in 1(a), 1(b), 1(c), 2(a), and 2(b).

4c. If "constructive control" of any interest named in Sections 1, 2, 3, or 4 is held by another party, give name and address of party with constructive control. ("Constructive control" refers to control established through voting trusts, proxies, or special terms of venture of partnership agreements.)

I have not withheld disclosure of any interest known to me. Information provided is accurate and current.

Date

Signature of Person Preparing Statement

Title

ATTEST: _____
Notary Public

(Notary Seal)

Commission Expires: _____

EXHIBIT I

ADDITIONAL INFORMATION SHEET

Bid/Proposal Name: _____

Bid/Proposal Number #: _____

Company Name: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Telephone/FAX: # _____

E-mail: _____

Comments: _____

EXHIBIT J

**CERTIFICATE OF COMPLIANCE
WITH PREVAILING WAGE RATE ACT**

The undersigned, upon being first duly sworn, hereby certifies to the City of Evanston, Cook, County, Illinois, that all work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, 820 ILCS 130 *et seq*, and as amended by Public Acts 86-799 and 86-693 and our current city ordinance, with rates to be paid in effect at time work is performed. Contractors shall submit monthly certified payroll records to the city.

Name of Contractor: _____

By: _____

By: State of _____, County of _____

Subscribed and sworn to before me this _____ day

of _____, _____.

Notary Public

EXHIBIT L

CONFLICT OF INTEREST

_____, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the Bidder, its owners and employees and any official or employee of the City of Evanston.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Bidder/proposer has not disclosed any actual or potential conflict of interest, the City of Evanston may disqualify the bid/proposal.

(Name of Bidder/proposer if the Bidder/proposer is an Individual)
(Name of Partner if the Bidder/proposer is a Partnership)
(Name of Officer if the Bidder/proposer is a Corporation)

The above statements must be subscribed and sworn to before a notary public.
Subscribed and Sworn to this _____ day of _____, 20

Notary Public

(Notary Seal)

Commission Expires: _____

EXHIBIT M

SIGNATURE FORM

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and attached service agreements, and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this document, the proposer hereby certifies that they are not barred from bidding on this contract as a result bid rigging or bid rotating or any similar offense (720 ILCS 5/33 E-3, E-4).

Authorized Signature: _____

Company Name: _____

Typed/Printed Name: _____

Date: _____

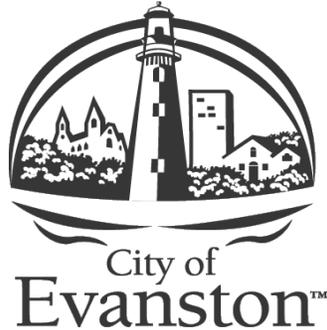
Title: _____

Telephone Number: _____

E-mail _____

Fax Number: _____

Exhibit N



CONTRACTOR SERVICES AGREEMENT

The parties referenced herein desire to enter into an agreement for professional services for

**2025 Alley and Sidewalk Improvements
(BID #25-26)**

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is entered into between the City of Evanston, an Illinois municipal corporation with offices located at 909 Davis Street, Evanston Illinois 60201 (hereinafter referred to as the “City”), and *[Insert Contractor name here]*, with offices located at *[Insert Contractor address here]*, (hereinafter referred to as the “Contractor”). Compensation (the “Compensation”) for all basic services provided by the Contractor pursuant to the terms of this Agreement shall not exceed *[\$Insert fee here]*.

Revision March 2020

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RECITALS

WHEREAS, the City intends to retain the services of a qualified and experienced contractor for the following:

2025 Alley and Sidewalk Improvements

WHEREAS, this Agreement shall include the following documents which are attached hereto:

- a) City of Evanston Bid 25-26, attached as Exhibit A.
- b) Contractor's response to Bid 25-26, attached as Exhibit B.
- c) Any sub-contractor sub-contracts related to this Agreement, attached as Exhibit C.
- d) Project Fee Schedule and hourly rates, attached as Exhibit D *(if appropriate)*.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1 Services and Duties of the Contractor

1.1 The Contractor shall perform professional services and provide equipment (the "Work") in accordance with Exhibits A, B, C and D. The Contractor retains the right to control the manner of performance of the services provided for in this Agreement and is an independent contractor and not agent or an employee of the City. All employees and sub-contractors of the Contractor shall likewise not be considered to be employees of the City. Contractor is solely responsible for the means and methods of all work performed under the terms of this Agreement for this Project ("the Project"). Contractor is an independent Contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker's Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Contractor acknowledges and agrees that should Contractor or its sub-contractors provide false information, or fail to be or remain in compliance with this Agreement; the City may void this Agreement.

1.2 The Contractor warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Contractor's work and all indemnity and insurance requirements. Contractor further affirms that it has visited the Project site and has become familiar with all special conditions, if any, at the Project site. Contractor shall perform the Work and its obligations under this Agreement in accordance with and subject to the Contract Documents to the full extent that each such provision is applicable to the Work. Contractor shall take necessary precautions to properly protect the Work of others, if any, from damage caused by operations under this Agreement. In addition, Contractor shall protect the work during normal and adverse weather conditions until the Project is complete and accepted by the City, or until the Contractor has fully completed its work under this Agreement. Contractor's obligations include, but are not limited to, placing and adequately maintaining at or about all locations of Project work,

EXHIBIT N

sufficient guards, barricades, lights, and enclosures to protect the Work.

1.3 The Contractor shall not have any public or private interest and shall not acquire directly or indirectly any such interest which conflicts in any manner with the performance of its services under this Agreement.

1.4 The Contractor shall designate, in writing, a person to act as its Project Manager for the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Contractor's policies and decisions with respect to the work covered by this Agreement.

1.5 The Contractor shall employ only persons duly licensed by the State of Illinois to perform the professional services required under this Agreement for which applicable Illinois law requires a license, subject to prior approval of the City. The Contractor shall employ only well qualified persons to perform any of the remaining services required under this Agreement, also subject to prior approval of the City. The City reserves the right to require replacement of Contractor, sub-contractor, or supplier personnel for any reason. Contractor will replace the unacceptable personnel at no charge to the City. For all solicitations or advertisements placed by or on behalf of Contractor for employees for this Project it will state that the Contractor is an Equal Opportunity Employer.

1.6 Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Contractor's control, the Contractor shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Contractor shall cooperate to determine what records are subject to such a request and whether or not any exemption to the disclosure of such records, or part thereof, is applicable. Contractor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Contractor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

1.7 The Contractor shall obtain prior approval from the City prior to sub-contracting with any entity or person to perform any of the work required under this Agreement. The Contractor may, upon request of the City, submit to the City a draft sub-contractor agreement for City review and approval prior to the execution of such an agreement. Any previously entered into sub-contractor agreement(s) are attached as Exhibit C. If the Contractor sub-contracts any of the services to be performed under this Agreement, the sub-contractor agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent. The Contractor shall be responsible for the accuracy and quality of any sub-contractor's work.

EXHIBIT N

1.8 The Contractor shall cooperate fully with the City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by OSHA relative to this Project, as necessary. Contractor shall cooperate with the City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

1.9 The Contractor acknowledges that it shall enforce and comply with all applicable Occupational Safety and Health Administration standards (OSHA) for this Project in effect as of the date of the execution of this Agreement, or as otherwise promulgated by OSHA in the future taking effect during the pendency of this Project. Contractor shall enforce all such standards and ensure compliance thereto as to its own agents and employees, and as to the agents and employees of any sub-contractor throughout the course of this Project. Contractor is solely responsible for enforcing and complying with all applicable safety standards and requirements on this Project, and is solely responsible for correcting any practices or procedures which do not comply with the applicable safety standards and requirements for this Project. Any Project specific safety requirements applicable to this Project must be followed by Contractor and any sub-contractor(s) on the Project. Additionally, all such safety requirements shall be made a part of any sub-contractor agreement.

1.10 The Contractor shall submit to the City a progress report each month this Agreement is in effect. The report shall include the following items:

- a) A summary of the Contractor's project activities, and any sub-contractor project activities that have taken place during the invoice period;
- b) A summary of the Contractor's project activities and any sub-contractor project activities, that shall take place during the next invoice period;
- c) A list of outstanding items due to or from the City; and
- d) A status of the Project schedule.

1.11 The Contractor shall perform the work required under this Agreement pursuant to high quality industry standards expected by the City. The Contractor shall apply for and receive all appropriate permits before performing any work in the City. The Contractor shall also provide the appropriate permit drawings for Building Permits to be issued for the Project, if said permits are obligated by the Project. The City will assist the Contractor with obtaining the appropriate building and right-of-way permits.

1.12 The Contractor shall provide drawings of record, in the following 3 electronic formats for all locations where equipment has been installed and/or work has been performed. The electronic formats required by this Section 1.12 are Auto Cad Version 2007, ArcView and PDF.

1.13 Contractor recognizes that proper cleanup and removal of construction debris is an important safety consideration. The Contractor shall be solely responsible for daily construction site/area cleanup and removal of all construction debris in accordance with City-approved disposal practices. Contractor shall be solely responsible for identifying and removing at its expense all hazardous material and waste which it uses and generates.

EXHIBIT N

1.14 To the extent that there is any conflict between a provision specified in this Agreement, with a provision specified in any of the other Contract Documents, as defined in Section 1.15, this Agreement shall control. The City and the Contractor may amend this Section 1.14 as provided by Section 15 herein.

The Contractor acknowledges and agrees that the City has no retained control over any of the Work done pursuant to this Agreement, and that the City is expressly exempt from the retained control exception as defined in the Restatement of Torts, Second, Section 414. This provision shall survive completion, expiration, or termination of this Agreement.

1.15 The Contract Documents for this Project consist of:

- a) This Agreement;
- b) The City's RFP/RFQ, and the plans, specifications, general conditions, drawings addenda, and modifications thereto;
- c) The Contractor's response to the RFP/RFQ/Bid;
- d) Other exhibits and schedules, if any, listed in this Agreement;
- e) Amendments or Other Contract Documents, if any; and
- f) Amendments/Modifications to this Agreement issued after execution thereof.

1.16 As a condition of receiving payment, Contractor must (i) be in compliance with the Agreement, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). Contractor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> to ensure compliance with prevailing wage requirements), (iii) pay its suppliers and sub-contractors according to the terms of their respective contracts, and (iv) provide lien waivers to the City upon request.

2 Standard Certifications

Contractor acknowledges and agrees that compliance with this section and each subsection for the term of the Agreement is a material requirement and condition of this Agreement. By executing this Agreement, Contractor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to sub-contractors used on this Agreement. Contractor shall include these Standard Certifications in any sub-contract used in the performance of the Agreement.

If this Agreement extends over multiple fiscal years, Contractor and its sub-contractors shall confirm compliance with this section in the manner and format determined by the City by the date specified by the City and in no event later than January 1 of each year that this Agreement remains in effect.

If the City determines that any certification in this section is not applicable to this Agreement, it may be stricken, subject to sole approval by the City, without affecting the remaining subsections.

2.1 As part of each certification, Contractor acknowledges and agrees that should Contractor or its sub-contractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the Agreement may be void by operation of law,
- the City may void the Agreement, and
- Contractor and its sub-contractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

2.2 By signing this Agreement, the Contractor certifies that it has not been barred from being awarded a contract with a unit of State or local Government as a result of bid rigging or bid rotating or similar offense, nor has it made any admission of guilt of such conduct that is a matter of public record. (720 ILCS 5/33 E-3, E-4).

2.3 In the event of the Contractor's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared non-responsible and therefore ineligible for future contracts or sub-contracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

2.4 During the term of this Agreement, the Contractor agrees as follows:

- a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.
- b) That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

2.5 The Contractor certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2105 *et. seq.*), that it has a written sexual harassment policy that includes, at a minimum, the following information:

- a) The illegality of sexual harassment;
- b) The definition of sexual harassment under State law;

- c) A description of sexual harassment utilizing examples;
- d) The Contractor's internal complaint process including penalties;
- e) Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and
- f) Protection against retaliation as provided to the Department of Human Rights.

2.6 In accordance with the Steel Products Procurement Act (30 ILCS 565), Contractor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.

2.7 Contractor certifies that it is properly formed and existing legal entity and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

2.8 If Contractor, or any officer, director, partner, or other managerial agent of Contractor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Contractor certifies at least five years have passed since the date of the conviction.

2.9 Contractor certifies that if more favorable terms are granted by Contractor to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms will be applicable under this Agreement.

2.10 Contractor certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

2.11 The Contractor certifies that all Design Professionals performing the Work under this Agreement will ensure that the Project shall be designed in conformance with the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101, *et seq.*, and all regulations promulgated thereunder. Design Professional means any individual, sole proprietorship, firm, partnership, joint venture, corporation, professional corporation, or other entity that offers services under the Illinois Architecture Practice Act of 1989 (225 ILCS 305/), the Professional Engineering Practice Act of 1989 (225 ILCS 325/), the Structural Engineering Licensing Act of 1989 (225 ILCS 340/), or the Illinois Professional Land Surveyor Act of 1989 (225 ILCS 330/).

2.12 The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements now in force or which may be in force during the term of this Agreement. The Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 *et. seq.*, Title VII of the Civil Rights Act of 1964, and the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et. seq.*

3 Additional Services/Change Orders

3.1 If the representative of the City responsible for the Project verbally requests the

Contractor to perform additional services, the Contractor shall confirm in writing that the services have been requested and that such services are additional services. Failure of the City to respond to the Contractor's confirmation of said services within thirty (30) calendar days of receipt of the notice shall be deemed a rejection of, and refusal to pay for the additional services. Contractor shall not perform any additional services until City has confirmed approval of said additional services in writing. If authorized in writing by the City, the Contractor shall furnish, or obtain from others, additional services of the following types, which shall be paid for by the City as set forth in Section 9 of this Agreement:

- a) Additional Services due to significant changes in scope of the Project or its design, including, but not limited to, changes in size, complexity or character of construction, or time delays for completion of work when such delays are beyond the control of the Contractor;
- b) Revisions of previously approved studies, reports, design documents, drawings or specifications;
- c) Preparation of detailed renderings, exhibits or scale models for the Project;
- d) Investigations involving detailed consideration of operations, maintenance and overhead expenses for the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material and labor, and material audits or inventories required for certification of force account construction performed by the City;
- e) Services not otherwise provided for in this Agreement.

3.2 The City may, upon written notice, and without invalidating this Agreement, require changes resulting in the revision or abandonment of work already performed by the Contractor, or require other elements of the work not originally contemplated and for which full compensation is not provided in any portion of this Agreement. Any additional services, abandonment of services which were authorized by the City, or changes in services directed by the City which result in the revision of the scope of services provided for in Exhibits A, B, C, and D that cause the total Compensation due Contractor under this Agreement to exceed \$25,000 or more, or increase or decrease the contract duration by more than 30 days are subject to approval by the Evanston City Council. These actions must be addressed either in a written Change Order or in a written amendment to this Agreement approved by both parties.

3.3 Contractor acknowledges and agrees that the Public Works Construction Change Order Act, 50 ILCS 525/1 et seq. shall apply to all Change Orders for the Project. It is expressly understood and agreed to by Contractor that it shall not be entitled to any damages or Compensation from the City on account of delay or suspension of all or any part of the Work. Contractor acknowledges that delays are inherent in construction projects and Contractor assessed that risk and fully included that risk assessment within its contract sum specified in its Response to the City Bid for this Project. The City shall not compensate Contractor for work that is more difficult than the contract sum specified in its Response would reflect. Delays to minor portions of the Work will not be eligible for extensions of time.

Delays to the Project caused by labor disputes or strikes involving trades not directly related to the Project, or involving trades not affecting the Project as a whole will not be eligible for an

extension of time.

The City will not grant an extension of time for a delay by the Contractor's inability to obtain materials unless the Contractor first furnishes to the City documentary proof. The proof must be provided in a timely manner in accordance with the sequence of the Contractor's operations and accepted construction schedule.

In addition to any other changes requested by City (as described in Sections 3.1 and 3.2), the Company shall be entitled to request (and the City may grant) Change Orders with respect to:

- (a) The City-caused delays;
- (b) Change in Law;
- (c) Force Majeure Events.

The foregoing events shall entitle the Contractor to a change in the Compensation for this Project, if the Contractor demonstrates that it will unavoidably incur reasonable costs as a result thereof and the Contractor provides reasonable and detailed documentary support with respect to any such price impact.

The parties agree to reasonably confer regarding any such disputes with respect to the issuance of a Change Order.

Any payment for compensable delay will only be based upon actual costs excluding, without limitation, what damages, if any, the Contractor may have reasonably avoided. The Contractor understands that this is the sole basis for recovering delay damages and explicitly waives any right to calculate daily damages for office overhead, profit, or other purported loss.

All Contractor Change Orders authorized under this Section 3 shall be made in writing. In remitting a Change Order, the Contractor must first show in writing that:

- (a) The work was outside the scope of this Agreement,
- (b) The extra work was not made necessary due to any fault of Contractor;
- (c) The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Agreement was signed;
- (d) The change is germane to the original Agreement; and
- (e) The Change Order is in the best interest of the City and authorized by law.

Any person who fails to first obtain the City's written authorization for a Change Order commits a Class 4 felony. The written determination and the written Change Order resulting from that determination shall be preserved in the contract's file which shall be open to the public for inspection.

The City reserves all rights and causes of action, at law or equity, to seek redress against entities or persons who violate the requirements of this Section 3. By initialing below, Contractor hereby acknowledges that it is bound by this Section 3.

EXHIBIT N

Contractor's Initials: _____

3.4 The Contractor is required to include the City of Evanston as a reference whenever and wherever the Contractor provides references for similar projects for a period of one (1) year from the date of Final Acceptance by the City of the Work for this Project.

4 Bonds

4.1 Before the Scheduled Construction Commencement Date, the Contractor is required to furnish unconditional performance and payment bonds in the amount of 100% of the Compensation as security for the faithful performance and completion of all the Contractor's obligations under the Contract Documents and covering the payment of all materials used in the performance of this Agreement and for all labor and services performed under this Agreement. All Bonds shall be issued on a form acceptable to the City. The bonds must be for the entire term of the Agreement. Failure to provide these bonds shall constitute a breach of Contractor's obligations under this Agreement. Each surety providing the Bonds must have a Best's rating not less than A/X and be licensed in Illinois and shall be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 as published in the Federal Register and available on the website of the U.S. Department of the Treasury, Financial Management Service, at www.fms.treas.gov/c570/c570.html. All Bonds signed by an agent must be accompanied by a certified copy of his or her authority to act. It shall be the duty of the Contractor to advise the surety or sureties of any Change Orders that result in an increase to the Compensation and to ensure that the amounts of the Bonds are updated to reflect and cover any such increases throughout the course of the Project. The cost of such Bonds shall be included within the Compensation.

4.2 If the surety behind any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State or it ceases to meet any of the requirements of this Contract, the Contractor shall, within [5] five days thereafter, substitute another Bond of equivalent value and surety, both of which must be acceptable to the City. In addition, no further progress payments under the Agreement will be made by the City until the Contractor complies with the provisions of this Agreement. The Contractor shall furnish to the City proof of any required bonds and proof of required insurance as one of the conditions precedent to payment under the Agreement. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment or performance of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or authorize a copy to be furnished. All surety Bonds provided for in this Section shall incorporate by reference this Agreement, and any language that may be in any such surety Bond which conflicts with the provisions of this Agreement that define the scope of the surety('s) duty(ies) shall be of no force and effect.

5 Liquidated Damages in the Event Contractor Fails to Complete the Work

5.1 The parties agree that failure of Contractor to timely complete the Work required by this Agreement constitutes a default. The parties agree that this default will result in damage and injury to City. The parties further agree, however, that actual damages incurred by City as result of such default is difficult if not impossible to ascertain with any degree of certainty or accuracy.

EXHIBIT N

Accordingly, the parties have negotiated and have agreed that for each calendar day after written notice is delivered to Contractor and Contractor fails to cure such default, that Contractor will pay City, as and for liquidated damages, and not as a penalty, the sum of **One Thousand Two Hundred Seventy Five Dollars per day**. Contractor shall reimburse the City for all costs, expenses and fees (including, without limitation, attorneys' fees), if any, paid by the City in connection with such written demand by City. Contractor stipulates and agrees that the sums payable by Contractor under this Section are reasonable under the circumstances existing as of the execution of this Agreement. This Section 5.1 is not intended to limit any direct damages that may be recoverable by City related to the Contractor's failure to complete the Work in accordance with this Agreement. There shall be no early completion bonus if the Work is completed before the substantial completion date. The City, at its option, may withhold liquidated damages from progress payments payable to Contractor before the substantial completion date.

6 The City's Responsibilities

6.1 The City may evaluate the Contractor's and any sub-contractor's performance (interim and final). Timeliness in meeting the Project schedule and the overall relationship with the Contractor are factors that will be considered in the Contractor's performance rating. An unfavorable performance rating may be a factor when future assignments are being considered.

6.2 The City makes no representation or warranty of any nature whatsoever as to the accuracy of information or documentation provided by the City to the Contractor which were generated or provided by third parties.

7 Period of Service

7.1 The Contractor shall commence work on the Project after supplying the City with the Contractor's performance and payment bonds and all required insurance documents before starting its Work on this Project. The City shall determine when the Contractor has completed the Work required pursuant to this Agreement, and shall determine the date of Final Acceptance. Contractor recognizes time is of the essence regarding its performance on this Project. Contractor shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

7.2 Each phase of the project shall be completed in accordance with the activities outlined in the City's Bid 25-26, Exhibit A. Contract phases are specified in the Contract Special Provisions.

8 Payment for Services and Reimbursements

8.1 Within the first five (5) business days of each month, the Contractor shall invoice the City for Work completed during the previous month. The Contractor shall provide a detailed invoice that relates invoiced items to the Contractor's response to Bid 25-26 in both quantity and unit cost. Any discrepancies in the monthly invoice shall be promptly brought to the attention of the Contractor by the City Project Manager and efforts shall be made to promptly resolve said discrepancies between the City and Contractor. In the event the City and Contractor cannot resolve invoice discrepancies, items in dispute will be removed from the invoice and the City shall approve

the remainder of the invoice. Payment will be made as soon as possible following the City Council meeting in which the item appeared on the bills list, and in accordance with all applicable laws and rules of the City of Evanston and the State of Illinois.

8.2 In the event of termination by the City of this Agreement pursuant to paragraph 9.1 after completion of any phase of the basic services, fees due the Contractor for services rendered through such phase shall constitute final payment for such services, and no further fees shall be due to the Contractor. In the event of such termination by the City during any phase of the basic services, the Contractor shall be paid for services rendered on the basis of the proportion of work completed on the phase to date of termination.

8.3 The City shall have the right to withhold payment to the Contractor due to the quality of a portion or all of the work performed hereunder which is not in accordance with the requirements of this Agreement, or which is unsatisfactory, or is due to the Contractor's failure or refusal to perform any of its obligations hereunder. Compensation in excess of the total contract amount specified in this Agreement will not be allowed unless justified in the City's sole judgment and authorized in advance as provided for in Section 3 of this Agreement. Compensation for improper performance by the Contractor is disallowed.

8.4 Upon completion of the Work performed by the Contractor, prior to the submission of a request for final payment, the City and Contractor shall perform a final acceptance test and review of the Work performed and/or equipment installed pursuant to the Agreement. A punch list of items outstanding will be jointly developed by the City and Contractor. In addition, the Contractor shall submit drawings of record for the Project for the City to approve. The Contractor shall promptly resolve all punch list items to the satisfaction of the City, and shall transmit to the City in writing confirmation that all punch list items have been resolved. The City will review, and the Contractor shall modify, as necessary, any drawings of record to the satisfaction of the City. Punch list items and drawings of record must be approved by the City prior to the Contractor submitting its final invoice for payment.

8.5 The Contractor shall submit an Affidavit and a final waiver of its lien, and all final waivers of liens of any sub-contractors, suppliers, and sub-sub-contractors, if applicable, with its final invoice, stating that all obligations incurred in performance of the professional services have been paid in full. The Affidavit will also include a statement stating that the professional services were performed in compliance with the terms of the Agreement. The Affidavit and all final lien waivers shall be on a form acceptable to the City.

8.6 All Project invoices shall be sent to:

City of Evanston
ATTN: Bridget Nash, Public Works Agency
909 Davis Street
Evanston, Illinois 60201

EXHIBIT N

9 Notice and Cure/Termination

9.1 In furtherance of Contractor's Work on this Project, the City and the Contractor agree that the following Notice and Cure provision in this Section 9.1 shall apply during the duration of Contractor's work on this Project, in addition to the reserved rights of the City enumerated in this Agreement as follows:

- 5.1 Liquidated Damages;
- 8.3 City's right to withhold payment;
- 16.2 Contractor's duty to revise and correct errors; and
- 16.3 Contractor's duty to respond to City's notice of errors and omissions.

The City may notify Contractor of its intent to terminate this Agreement within (7) seven calendar days of issuance by the City of written notice to Contractor's Project Manager regarding defects in the Project or in Contractor's Work. The City shall specify any such nonconforming Work or defects in the Project in its notice to Contractor under this Section 9.1. Contractor will have the opportunity to cure the non-conforming Work within (7) seven calendar days after receipt of the written notice issued by the City. All such curative work done shall be performed and completed to the City's satisfaction. Nothing in this Section 9.1 shall otherwise affect the City's right to exercise its rights in Section 9.2.

9.2 The City shall have the right to terminate this Agreement upon fifteen (15) days written notice for any reason. Mailing of such notice shall be equivalent to personal notice and shall be deemed to have been given at the time of receipt.

Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City's obligations hereunder shall cease and there shall be no penalty or further payment required.

9.3 Within thirty (30) days of termination of this Agreement, the Contractor shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCAD Version 2007, ArcView, PDF, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Work herein. Upon receipt of said items, the Contractor shall be paid for labor and expenses incurred to the date of termination as provided in Section 8.2. This Agreement is subject to termination by either party if either party is restrained by a state or federal court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations through the date of termination. No lien shall be filed by the Contractor in the event of a termination of this Agreement by the City.

9.4 If, because of death or any other occurrence, including, but not limited to, Contractor becoming insolvent, it becomes impossible for any principal or principals of the Contractor to render the services set forth in this Agreement, neither the Contractor, nor its surviving principals shall be relieved of their obligations to complete the professional services. However, in the event of such an

occurrence, the City at its own option may terminate this Agreement if it is not furnished evidence that competent professional services can still be furnished as scheduled.

9.5 In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right to terminate this Agreement without prior written notice.

10 Insurance

10.1 The Contractor shall, at its own expense, secure and maintain in effect throughout the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or sub-contractors. Contractor acknowledges and agrees that if it fails to comply with all requirements of this Section 10, the City may void the Agreement.

The Contractor must give to the City Certificates of Insurance identifying the City to be an Additional Insured for all Work done pursuant to this Agreement before City staff recommends award of the contract to City Council. Any limitations or modifications on the Certificate(s) of Insurance issued to the City in compliance with this Section that conflict with the provisions of this Section 10 shall have no force and effect.

After award of the Contract to Contractor (contracts over \$500,000 in value or if the project is deemed high risk) the Contractor **shall** give the City a certified copy (ies) of the insurance policy (ies) evidencing the amounts set forth in Section 10.2, and copies of the Additional Insured endorsement to such policy (ies) which name the City as an Additional Insured for all Work done pursuant to this Agreement before Contractor does any Work pursuant to this Agreement. Contractor's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the City. Contractor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies.

The policies and the Additional Insured endorsement must be delivered to the City within two (2) weeks of the request. All insurance policies shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of not less than A-VII according to the A.M. Best Company. Should any of the insurance policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the City. The Contractor shall require and verify that all sub-contractors maintain insurance meeting all of the requirements stated herein.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

10.2 Contractor shall carry and maintain at its own cost with such companies as are

EXHIBIT N

reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Contractor, and insuring Contractor against claims which may arise out of or result from Contractor's performance or failure to perform the Services hereunder:

- a) Worker's compensation in statutory limits and employer's liability insurance in the amount of at least five hundred thousand dollars (\$500,000);
- b) Comprehensive general liability coverage which designates the City as an additional insured for not less than three million dollars (\$3,000,000) combined single limit for bodily injury, death and property damage, per occurrence;
- c) Comprehensive automobile liability insurance covering owned, non-owned, and leased vehicles for not less than one million dollars (\$1,000,000) combined single limit for bodily injury, death, or property damage, per occurrence; and

Contractor understands that the acceptance of Certificates of Insurance, policies, and any other documents by the City in no way releases the Contractor and its sub-contractors from the requirements set forth herein.

Contractor expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects the City. Contractor expressly agrees that its insurance coverage is required to be primary by this Agreement, that its insurance coverage shall be on a primary and non-contributory basis, and that it and its insurance carrier are estopped from denying such coverage is primary. In the event Contractor fails to purchase or procure insurance as required above, the parties expressly agree that Contractor shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy, or reimbursement, at law or in equity, against Contractor.

11 Indemnification

11.1 The Contractor shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Contractor or Contractor's sub-contractors, employees, agents or sub-contractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

11.2 Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Contractor shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Project by Contractor must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

11.3 The Contractor shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its sub-contractors' work. Acceptance of the work by the City will not relieve the Contractor of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom.

11.4 All provisions of this Section 11 shall survive completion, expiration, or termination of this Agreement.

12 Drawings and Documents

12.1 Any drawings, survey data, reports, studies, specifications, estimates, maps, plans, computations, and other documents required to be prepared by the Contractor for the Project shall be considered Works for Hire and the sole property of the City.

12.2 The Contractor and its sub-contractor shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the City and the federal funding entity, if applicable, and the Contractor agrees to cooperate fully with any audit conducted by the City and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this Subsection shall establish a presumption in favor of the City for recovery of any funds paid by the City under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

13 Successors and Assigns

13.1 The City and the Contractor each bind themselves and their partners, successors,

executors, administrators, and assigns to the other party of the Agreement and to the partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the City and the Contractor.

14 Force Majeure

14.1 Whenever a period of time is provided for in this Agreement for the Contractor or the City to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation:

- a) Acts of nature;
- b) Acts or failure to act on the part of any governmental authority other than the City or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement;
- c) Acts of war;
- d) Acts of civil or military authority;
- e) Embargoes;
- f) Work stoppages, strikes, lockouts, or labor disputes;
- g) Public disorders, civil violence, or disobedience;
- h) Riots, blockades, sabotage, insurrection, or rebellion;
- i) Epidemics or pandemics;
- j) Terrorist acts;
- k) Fires or explosions;
- l) Nuclear accidents;
- m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities;
- n) Major environmental disturbances; or
- o) Vandalism.

If a delay is caused by any of the *force majeure* circumstances set forth above, the time period shall be extended for only the actual amount of time said party is so delayed. Further, either party claiming a delay due to an event of *force majeure* shall give the other party written notice of such event within three (3) business days of its occurrence or it shall be deemed to be waived.

15 Amendments and Modifications

15.1 Except as otherwise provided herein, the nature and scope of Work specified in this Agreement may only be modified by a written Change Order, or a written amendment to this Agreement, approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modifications shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

16 Standard of Care & Warranty

16.1 The Contractor shall perform all of the provisions of this Agreement to the satisfaction of the City. The City shall base its determination of the Contractor's fulfillment of the scope of the work in accordance with generally accepted professional standards applicable to the Work for this Project. The Contractor shall perform all of the provisions of this Agreement with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions.

16.2 The Contractor shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The City's acceptance of any of the Contractor's professional services shall not relieve the Contractor of its responsibility to subsequently correct any such errors or omissions. If a Contractor has provided the City with specifications for this Project which are determined to be incorrect or which require revision during the solicitation process (including but not limited to Requests for Proposals, Requests for Qualifications, or bids), the Contractor shall make such corrections or revisions to the specifications at no cost to the City. Further, upon receipt of an invoice from the City, the Contractor shall promptly reimburse the City for the reasonable costs associated with the preparation and dissemination of said corrections or revisions to appropriate parties, including but not limited to preparation of the corrected or revised documents, and printing and distribution costs.

16.3 During the pendency of its Work on this Project, the Contractor shall respond to the City's notice of any errors or omissions within twenty-four (24) hours. The Contractor shall be required to promptly visit the Project site(s) if directed to by the City.

16.4 The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

16.5 Contractor guarantees and warrants to the City that:

- a) All materials and equipment furnished under this Agreement shall be of good quality and new, unless otherwise required or permitted by the Contract Documents;
- b) The Work of this Agreement shall be free from defects which are not inherent in the quality required; and
- c) The Work shall comply with the requirements set forth in the Contract Documents.

This warranty and guarantee shall be for a period of one (1) year from the date of completion and Final Acceptance of the Work by the City, or as otherwise provided in the Contract Documents.

If, within the one year warranty period, after the Contractor has received a final payment under this Agreement, any of the Work is found to be not be in accordance with the requirements of this Agreement, or where defects in materials or workmanship may appear, or be in need of repair, the Contractor shall correct non-conforming and/or defective work or materials promptly after receipt of written notice from the City. Contractor shall immediately at its own expense repair,

replace, restore, or rebuild any such Work. This remedy is in addition to any other legal or equitable remedies the City may have under this Agreement or the law.

This guarantee and warranty shall not relieve Contractor of liability for latent defects, and shall be in addition to the City's rights under the law or other guarantees or warranties, express or implied.

16.6 The provisions of this Section 16 shall survive the completion, expiration or termination of this Agreement.

17 Savings Clause

17.1 If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions, or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

18 Non-Waiver of Rights

18.1 No failure or delay by the City to exercise any power given to it hereunder or to insist upon strict compliance by Contractor with its obligations hereunder, nor any payment made by the City under this Agreement, shall constitute a waiver of the City's right to demand strict compliance with the terms hereof, unless such waiver is in writing and signed by the City.

19 Entire Agreement

19.1 This Agreement sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of *contra proferentem* shall not apply.

20 Governing Law

20.1 This Agreement shall be construed in accordance with and subject to the laws and rules of the City of Evanston and the State of Illinois both as to interpretation and performance. Venue for any action arising out of or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute related to this Agreement. The City does not waive tort immunity by entering into this Agreement.

21 Ownership of Contract Documents

21.1 Contractor is specifically prohibited from using in any form or medium, the name or logo of the City for public advertisement, unless expressly granted written permission by the City.

EXHIBIT N

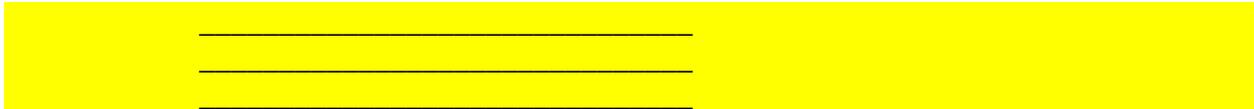
Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with this Project is not to be construed as publication in derogation of the City's reserved rights.

22 Notice

22.1 Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this Subsection:

City of Evanston
ATTN: Bridget Nash, Public Works Agency
909 Davis Street
Evanston, Illinois 60201

if to the Contractor:

A large yellow rectangular redaction box covers the contractor's address information. Three horizontal lines are visible within the redacted area, indicating where the address lines would be.

22.2 Mailing of such notice as and when provided above shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

23 Severability

23.1 Except as otherwise provided herein, the invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the other provisions, and this Agreement shall continue in all respects as if such invalid or unenforceable provision had not been contained herein.

24 Execution of Agreement

24.1 This Agreement shall be signed last by the City Manager.

25 Counterparts

25.1 For convenience, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

26 Authorizations

26.1 The Contractor's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Contractor's board of directors or its bylaws to execute this Agreement on its behalf. The City Manager affirms that he/she has been lawfully authorized to execute this Agreement. The Contractor and the City shall deliver upon request to each

EXHIBIT N

other copies of all articles of incorporation, bylaws, resolutions, ordinances, or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

27 Time of Essence

27.1 Time is of the essence with respect to each provision hereof in which time is a factor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives. The effective date of this Agreement will be the date this Agreement is signed by the City Manager.

CONTRACTOR

By: _____

Name: _____

Its: _____

Date: _____

CITY OF EVANSTON

By: _____

Luke Stowe

Its: City Manager

Date: _____

Approved as to form:

By: _____

Alexandra B. Ruggie

Its: Corporation Counsel

Revision: April 2021

EXHIBIT O

BID BOND SUBMITTAL LABEL

CUT AND ATTACH LABEL ON OUTSIDE OF SEALED BID BOND SUBMITTAL



BID SUBMITTAL NUMBER: _____

BID SUBMITTAL NAME: _____

BID SUBMITTAL DUE DATE/TIME: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY TELEPHONE #: _____



If required by the bid documents, a scanned copy of the bid bond must be included with the bid electronic submission. The City is currently not able to accept a certified check, bank cashier's check or electronic bid bond at this time.

The original bid bond (in the amount of 5% of the original bid amount) must be mailed within ten (10) days after the bid due date, to the City of Evanston Purchasing Department, 909 Davis Street, Evanston, Illinois 60201 Attention Purchasing Manager using the USPS (certified or priority), UPS or FedEx mail options in order to have a tracking number; which sum shall be forfeited in case the successful bidder fails to enter into a binding contract and provide a properly executed contract and surety bond within 15 days after the date the contract is awarded by the City.

STATE OF ILLINOIS

City of Evanston

CONTRACT SPECIFICATIONS

For

2025 Alley and Sidewalk Improvements

Bid Number: 25-26

**CITY OF EVANSTON
SPECIAL PROVISIONS**

2025 Alley and Sidewalk Improvements
Bid Number: 25-26

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**CITY OF EVANSTON
SPECIAL PROVISIONS**

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, Adopted January 1, 2022, (herein after called “the Standard Specifications”), the latest edition of the “Watershed Management Ordinance” of the Metropolitan Water Reclamation District of Greater Chicago, the latest edition of the “Standard Specifications for Water and Sewer Construction in Illinois”, the latest edition of the “Manual of Uniform Traffic Control Devices for Streets and Highways”, the “Manual of Test Procedures of Materials” in effect on the date of invitation of bids, and the IDOT Supplemental Specifications and Recurring Special Provisions which apply to the govern the construction of:

2025 Alley and Sidewalk Improvements
Bid Number: 25-26

and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

PROJECT DESCRIPTION

This project includes providing all necessary materials, equipment, and services for the following improvements throughout the City:

Alley Improvements

- North of Payne Street, East of Crawford Avenue
- North of Grant Street, East of Hartrey Avenue (includes sewer extension on Colfax Street)
- North of Lincoln Street, East of Hartrey Avenue

Pedestrian Improvements

- Dodge Avenue and Lee Street
- Dodge Avenue and Monroe Street
- Sheridan Road and Clinton Place
- Sheridan Road and Keeney Street

Sidewalk Gap Infill and Sidewalk Improvements

- Greenwood Street from McDaniel Avenue to Fowler Avenue
- Lee Street from Dodge Avenue to Florence Avenue
- Dempster Street Beach Office

Downtown Sidewalk Improvements

- Benson Avenue from Davis Street to Clark Street
- Clark Street from Benson Avenue to Sherman Avenue

Picnic Pad Improvements

- Greenwood Park

Installation of Speed Humps and Alley Bumps

- Various locations throughout the City

Installation of Transit Stops

- Ridge Avenue from Brummel Street to Lake Street (16 stops)
- Lake Street from Dodge Avenue to Ridge Avenue (4 stops)

COMPLETION DATES

A contract is anticipated to be awarded by the City of Evanston on June 23, 2025. This contract has a final completion date of **November 21, 2025**.

Each alley location shall have an interim substantial completion date of 20 working days. Working days will be charged the first day the alley is closed to traffic. Substantial completion shall be accomplished when the alleys are reopened for use and all items of work are complete except punch list work. **The three alley locations shall have a substantial completion date of October 17, 2025.**

The following sidewalk and pedestrian improvements are located on school walk routes and must be completed while schools are out of session. The interim substantial completion date for these project locations is **August 22, 2025**:

- Greenwood Street from McDaniel Avenue to Fowler Avenue
- Lee Street from Dodge Avenue to Florence Avenue
- Pedestrian Crossing at Dodge Avenue and Lee Street

The downtown sidewalk improvements must be completed prior to a separate street resurfacing project that will follow this contract. The interim substantial complete date for these project locations is **August 29, 2025**:

- Benson Avenue from Davis Street to Clark Street
- Clark Street from Benson Avenue to Sherman Avenue

All speed humps and alley bumps shall be completed by **September 26, 2025**.

Work at the following locations cannot begin until **after** Labor Day, **September 1, 2025**:

- Dempster Street Beach Office Sidewalk Gap Infill
- Greenwood Park Picnic Pad

MATERIAL TESTING/INSPECTION

Add the following paragraphs to Article 106.01:

All materials incorporated in this Contract are to be inspected according to IDOT's non-QC/QA programs per the Project Procedures Guidelines (PPG). The latest version is available on the IDOT website at: <http://www.idot.illinois.gov/Assets/uploads/files/Doing-Business/Manuals-Guides-&-Handbooks/Highways/Materials/PPG.pdf>.

- Q/C for PCC and HMA incorporated into the project will be provided by the City.

All material incorporated into the work shall originate from IDOT approved sources (as required by PPG) and/or be accompanied by sufficient IDOT approved evidence of material inspection. All mix designs for PCC and HMA shall be submitted to the Engineer for review and approval.

DEFINITION OF TERMS

Add the following sentences to Article 101.16:

"The Engineer will have the rights and authority assigned in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents."

Add the following sentence to Article 101.28:

“The terms ‘Plans’ and ‘Drawings’ have like meaning and are used interchangeably in the Contract Documents.”

Add the following sentence to Article 101.29:

“The terms ‘Proposal’ and ‘Bid’ have like meaning and are used interchangeably in the Contract Documents.”

Add the following sentence to Article 101.30:

“The terms ‘Proposal Guaranty’ and ‘Bid Bond’ have like meaning and are used interchangeably in the Contract Documents.”

Add Article 101.56, which shall read as follows:

“101.56 Addenda. Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings, and Specifications, by additions, deletions, clarifications or corrections.”

Add Article 101.57, which shall read as follows:

“101.57 Award Authority. The terms ‘State, Department, Council, City, Village, Owner, Municipality’ or other words used to describe the Awarding Authority in these documents and the Specifications shall be interpreted to mean the City of Evanston.”

Add Article 101.58, which shall read as follows:

“101.58 Bonds. Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.”

Add Article 101.59, which shall read as follows:

“101.59 Change Order. A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE OR CONTRACT TIME.”

Add Article 101.60, which shall read as follows:

“101.60 Contract Price. The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.”

Add Article 101.61, which shall read as follows:

“101.61 Drawings. The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared by or approved by the ENGINEER.”

Add Article 101.63, which shall read as follows:

“101.63 Purchase Order. Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.”

Add Article 101.64, which shall read as follows:

“101.64 Project. The undertaking to be performed as provided in the CONTRACT DOCUMENTS.”

Add Article 101.65, which shall read as follows:

“101.65 Shop Drawings. All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.”

Add Article 101.66, which shall read as follows:

“101.66 Substantial Completion. That date as certified by the Engineer when the construction of the Project is sufficiently completed, in accordance with the Contract Documents, so that the Project can be utilized for the purposes for which it is intended. For this project, substantial completion shall be accomplished when all work is completed except placement of sod and punch list items.

Add Article 101.67, which shall read as follows:

“101.67 Supplemental Standard Specifications. Modifications to the Standard Specifications.”

Add Article 101.68, which shall read as follows:

“101.68 Supplier. Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.”

Add Article 101.69, which shall read as follows:

“101.69 Written Notice. Any notice to any party of the Agreement relative to any part of the Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.”

ADVERTISEMENT, BIDDING, AWARD AND CONTRACT EXECUTION

Delete Article 102.01 and replace it with the following:

“102.01 Procedures to be in Accordance with Rules. The procedures for the advertisement, bidding, award and contract execution shall be in accordance with these Specifications.”

Add Article 102.02, which shall read as follows:

“102.02 Examination of Site. There is no warranty or guaranty, either expressed or implied, that the provided subsurface information will disclose the actual conditions which will be encountered during the progress of the Work. Bidders shall examine the site, interpret or disregard subsurface information as they see fit, and arrive at their own conclusions regarding the nature, character, quality, and quantity of subsurface conditions likely to be encountered. By submitting their Bids, Bidders attest that they have fully complied with these requirements and made their own conclusions regarding subsurface conditions, which are reflected in their Bids. Bidders further attest that, should they be awarded construction Contract(s) for the Project, they shall neither have nor assert against the Owner or Engineer any claims for damages, for extra work, or for relief from any obligation of this Contract based upon deficiencies in the subsurface information provided or failure by the Owner to furnish other subsurface information or knowledge in Owner's or Engineer's possession, if any.

Bidders will be permitted to make test borings, test pits, soundings, or other investigations on the site of the Work which they so desire subject to approval by the Owner. Bidders wishing to make such investigations shall coordinate the intended site investigations with the City's project manager forty-eight (48) hours' notice prior to the intended investigation will be required. Bidders shall be responsible for coordination with JULIE and other utility companies, and shall be required to have an insurance coverage as indicated in the specifications with the Owner and Engineer as additional insured on a non-contributory basis. It shall be understood that the party or parties receiving such approval shall assume all risks and liability contingent thereto, and shall be responsible for

restoring the site to its original condition before the investigation, including site clean-up.”

SCOPE OF WORK

Delete Article 104.04 and replace it with the following:

“104.04 Maintenance of Detours. Maintenance of Detours that may be required in the Work shall be performed by the Contractor. Work shall be performed in accordance with Section 107 of the Standard Specifications and as modified by the Special Provisions. The Owner must approve all detours and road closures. Such approval will not be unreasonably withheld, but all requests must be submitted with supporting data such as the projected duration of the closure and detour routes. The Owner may require the use of signage with specific street names identifying the detour route.”

Delete Article 104.05 in its entirety.

Add Article 104.08, which shall read as follows:

“104.08 Intent of Plans and Specifications. Any minor work not specifically mentioned in the Specifications or not shown on the Plans, but necessary for the proper completion of the Work shall be considered as being a part of and included in the Contract and shall be executed in the proper manner, and the Contractor shall not be entitled to extra or additional compensation for the same. The Work quantities listed on the Bid Schedule, Drawings, Attachment A Schedule and elsewhere in the Contract Documents are approximate and are intended for comparison of Bids only and do not constitute a "guaranty" of the amount of Work to be performed. Actual Work quantities may vary significantly. Payment shall be made only for the amount of each Payment Item quantity actually installed. Measurement and payment for Work shall be in accordance with the Standard Specifications as modified herein by Special Provision. The price Bid for each Payment Item shall include all work required to complete the Item including a proportionate allocation of Contractor overhead and profit, and shall not include costs more properly allocated to other Payment Items.”

Add Article 104.09, which shall read as follows:

“104.09 Record Plans (Record Drawings). The Contractor shall keep a complete up-to-date record of the actual construction of the Work in accordance with the special provision for Submittals.”

CONTROL OF WORK

Add the following paragraph to Article 105.01

“The Engineer shall have no authority to suspend the Work, wholly or in part, for any reason. All rights conferred onto the Engineer for suspending the Work by Standard Specification Articles 105.01 and 108.07 shall be the sole right of the Owner.”

Delete Article 105.05 and replace with the following:

“The documents forming the Contract Documents, as listed in the Agreement, are complementary, and the work called for by one is as binding upon the parties as if it was called for by all. In the event of conflict between the Contract Documents, the interpretation of the Engineer shall govern. Generally, the Engineer will resolve conflicts in a manner which will yield the greater quality in the Work. In the interpretation of any conflict between the Contract Documents, the following order of precedence shall govern:

- Evanston General Conditions
- Bid Form
- Addenda

- Instruction to Bidders
- Special Provisions
- Drawings/Plans
- Standard Specifications – Illinois Department of Transportation
- Other Referenced Specifications
- Other documents included in the Contract Documents by specific reference in the Agreement.”

Delete the first paragraph of Article 105.06 and replace it with the following:

“The Contractor will be furnished, free of charge, 2 full-size sets of Drawings, and 2 sets of the Contract Documents. Any additional full size sets or random sheets will be furnished at a cost of \$3.00 per drawing sheet and \$0.50 per Contract Document sheet. The IDOT Standard Specifications will not be furnished and the Contractor shall obtain those specifications on his own directly from IDOT.”

Add the following paragraphs to Article 105.06:

“On or within fifteen (15) calendar days from the date on the Purchase Order, the Contractor shall identify the person who will act as Project Superintendent in writing to the OWNER. The Project Superintendent is required to attend monthly meetings to discuss the Project status.”

Add the following sentences to the first paragraph of Article 105.07:

“The Drawings depict the locations of various existing underground utilities, including gas mains, electric duct lines, telephone lines, cable TV lines, sewers, and water mains. The information shown on the Drawings has been determined from the best available information, including field surveys and/or the records of the parent utility companies. Such information may or may not be accurate. Other underground utilities may also be present. As such, the Owner and Engineer assume no responsibility in the event that, during construction, utilities other than those shown are encountered or that actual locations of those utilities shown are different from the locations designated on the Drawings.

Delete Article 105.09 of the Standard Specifications and replace it with the following:

“105.09 Survey Control Points. The primary vertical and horizontal control points for the Work are shown on the Drawings. Using this reference control, the Contractor shall take the necessary topography, locate all earthwork and structures, and establish all grades necessary for the accomplishment of the Work. The Contractor shall carefully preserve all marks, reference points and stakes established, and, in the case of their destruction, such points, marks or stakes shall be replaced by the Contractor at his expense. The Contractor shall also be responsible for any mistakes caused by their loss or disturbance.

Any monuments that are disturbed by construction operations shall be reset by the Contractor in accordance with generally accepted engineering and surveying practice. Property corners, fences, or any other indications of property lines shall be referenced by the Contractor prior to construction and reset by the Contractor after completion of construction in accordance with generally accepted engineering and surveying practice.

Prior to establishing the working control, the Contractor shall provide, at the Engineer's request, sufficient copies of an illustration of the working control relative to pertinent construction. The Engineer will check all forms prior to placing concrete. All checking by the Engineer will be independent. The sole intent of the Engineer's checking of working controls, forms and other

references shall be to provide greater assurance to the Owner that the Work, when completed, will be in General conformance with the Contract Documents. The Contractor shall be solely responsible for the correctness and adequacy of Work controls.”

Delete Article 105.10 and replace it with the following:

“105.10 Authority of Engineer. The Engineer, as the Owner’s representative, will administer the Contract and observe, survey, monitor, and judge the performance of the Contractor. The Engineer will perform technical inspections of work performed by the Contractor and shall have authority to reject, in writing, all work and materials which do not comply with the Contract Documents.

The Engineer, as the Owner’s representative, will interpret the Contract Documents. The Engineer will decide questions which arise in the execution of the Work or in the interpretation of the Contract Documents. The Engineer’s decision or interpretations shall be final, unless the Contractor appeals to the Owner in writing within fifteen (15) calendar days after the decision or interpretation.

Neither the Engineer’s authority to act under this Section, or elsewhere in the Contract Documents, nor any decision made by the Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor; any Subcontractor; any supplier, manufacturer, fabricator, distributor, vendor, or any other person or organization performing any of the Work, or to any surety for any of them.

The use of terms, such as, but not limited to: “approval”, “judgment”, “requirement”, or “direction” shall not be effective to assign to the Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions herein; shall not be construed in any manner to relieve the Contractor of any of its responsibilities under the Contract Documents; nor, shall be construed to create duties on the part of the Engineer or the Owner toward the Contractor.

The Engineer will not be responsible for the Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and the Engineer will not be responsible for the Contractor’s failure to perform or furnish the Work in accordance with the Contract Documents.

The Engineer will not be responsible for the acts or omissions of the Contractor or of any Subcontractor; any supplier, manufacturer, fabricator, distributor, vendor, or of any other person or organization performing or furnishing any of the Work. It is agreed and understood that the Contractor is solely responsible for supervising the Work and for safety at the site of the Work as provided for in Article 105.14.”

Delete Article 105.11 in its entirety.

Add the following paragraph to Article 105.12:

“The Contractor agrees that representatives of the Owner, Engineer, Illinois Environmental Protection Agency, and the Metropolitan Water Reclamation District of Greater Chicago shall have access to the Work whenever it is in preparation or progress and that the Contractor shall provide facilities for access and inspection.”

Add Article 105.14, which shall read as follows:

“105.14 Job-Site Safety. The Contractor is solely responsible at all times for safety at the job site. The Contractor shall implement whatever protection measures are necessary to fully protect his

work forces, the work forces of his suppliers and subcontractors, and the general public from construction activities. Any and all safety regulations and other provisions of applicable Federal, State and local laws and building and construction codes shall be observed.

The Drawings do not include standards or guidelines for construction safety. The Contractor shall be responsible for the adequacy and safety of all construction methods and the safe prosecution of the Work, including, but not limited to: forms, falsework, scaffolding, trench protection, protective barricades, protective rails, and warning lights. It is expressly stipulated that any examination and/or approval by the Engineer of the Contractor's plans for such items as well as for any other items needed for the prosecution of the Work will cover only general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Such examination and/or approval by the Engineer shall not relieve the Contractor from full and complete responsibility for safe prosecution of the Work at all times and for obtaining satisfactory results. Requirements for safety-related work tasks presented in Project Drawings and Specifications, such as traffic control, represent the minimum level of protection which must be implemented. Depending on the Contractor's means and methods, these protection measures may or may not be fully adequate to protect Project work forces or the general public. As such, the Contractor is solely responsible for and is required to implement whatever additional protection measures may be necessary to fully protect the Project work force and the general public.

Nothing in the foregoing paragraphs shall be construed as relieving the Contractor from full responsibility for safe prosecution of the Work at all times. In the event the Owner, Engineer or their representatives are held by a court or administrative body to be liable for personal injuries or damages to property arising from deficiencies in job-site safety, the Contractor shall promptly indemnify and hold them harmless there from."

Add the following Article 105.15, which shall read as follows:

"105.15 Official Contact. All official notices required to be delivered to the City of Evanston under the terms of this Contract shall be sent to the following representative of the City:

City of Evanston
ATTN: Bridget Nash, Public Works Agency
909 Davis Street
Evanston, IL 60201
(847) 448-8102

CONTROL OF MATERIALS

Add the following to Article 106.03:

"106.03 Samples, Tests, Cited Specifications

(a) General

The City will provide the services of an independent testing laboratory to perform the testing required by the specifications for soils, backfill, aggregates, concrete, and asphalt or concrete paving. All costs associated to testing will be paid for by the City of Evanston. Raw materials testing shall be performed sufficiently in advance of delivery to the job site to permit the Engineer to review test results. Use of materials prior to Engineer's review of raw material test results shall be at Contractors sole risk. Materials thus used and later found not to be in conformance with the Contract documents shall be removed and replaced by the Contractor at his own expense. Tests of material placement effectiveness, such as backfill compaction density, shall begin as soon as practical after initial material installation.

i. Contractor's Responsibilities

- a. Notify Engineer at least 48 hours in advance of time and place of tests to be made at point of manufacture, assembly, or fabrication to permit Engineer to witness tests if he so desires.

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Delete the first paragraph of Article 107.04 and replace it with the following:

“Owner will obtain approvals of the construction plans from the Metropolitan Water Reclamation District of Greater Chicago (MWRD or MWRDGC) and the Illinois Environmental Protection Agency (IEPA). The Contractor shall at his own expense obtain all required construction permits, licenses, insurance, and other appurtenant approvals or permissions for the execution of this Work; give all necessary notices; pay all fees required; fulfill all permit requirements, including construction standards, bond requirements, and insurance requirements; and, comply with all rules, regulations, ordinances, and laws relating to the Work and to the preservation of public health and safety.”

Add the following sentences to Article 107.08:

“Suitable toilet facilities shall be provided at the job site. The facilities and the location of same shall be approved by the Owner and shall be kept in a clean and sanitary condition. Sanitary sewer manholes or construction trenches may not be used for toilet facilities.”

Delete the first sentence of Article 107.09 and replace it with the following:

“The Contractor shall notify the Engineer at least thirty (30) days in advance of the starting of any construction work which might in any way inconvenience or endanger traffic, so arrangements can be made, if necessary, for closing the road and providing suitable detours.”

Add the following paragraphs to Article 107.09:

“The Contractor shall identify and obtain, at their own expense, other sites for storage of materials and equipment. Sites shall be approved by the Owner and shall conform to City zoning and land use regulations.

Contractors shall confine all work activities to the public right-of-ways, except areas designated as tree protection zones. If, for their convenience, Contractors wish to conduct work activities outside public right-of-ways, including storage of equipment and materials, Contractors shall obtain written permission from affected property owners prior to proceeding with these work activities. Costs of obtaining permission, permits, easements, site preparation, site maintenance, site restoration, and all other expenses associated with work outside right-of-ways and easements shall be borne by the Contractors at no additional expense to the Owner.

Construction materials may not be placed or stored along City streets and other public areas more than five (5) calendar days prior to their planned incorporation into the Project. Excess materials to be incorporated into the Project, including pipe, backfill materials, and other construction materials, not incorporated into the Project shall be removed from the construction site by the end of each day and shall be disposed of in accordance with these Specifications. Temporary storage of materials shall not interfere with curb line storm drainage. Reclaimed construction materials shall be moved to the Contractor's storage areas. Excess spoils shall be removed at the end of each day.

Excess construction equipment not actively engaged in daily work operations shall be stored only

in the Contractor's storage areas and not along City streets. Tracked construction equipment shall be moved from place to place in the City only on rubber-tired trailers. "Walking" of tracked equipment between construction areas is expressly prohibited. Refueling trucks shall not be parked on City streets and shall be returned to the Contractor's storage area when not in use. The Contractor shall provide off-street parking for personal vehicles belonging to his employees, supplier's employees, and subcontractor's employees. These vehicles may not be parked along City streets or in Work areas. No trailers and/or connex containers will be allowed to be stored on/in the City of Evanston R.O.W.

Electrical power for construction operations outside normal project hours shall be obtained through temporary power drops from Commonwealth Edison facilities. The Contractor shall not use engine-driven generators for power at work sites or use other engine-driven equipment outside normal project work hours, including, but not limited to: pumps and compressors, except in emergency situations.

The Contractor shall provide receptacles as necessary at construction areas for depositing waste paper and garbage; and, shall empty these receptacles regularly. The Contractor shall keep the construction site and his storage sites neat and shall promptly clean up any debris that accumulates. All waste materials shall be hauled to a legal waste disposal site of the Contractor's choice.

The Contractor shall conduct his operations so that access to homes and other buildings is maintained at all times when Contractor is not working at that specific location. The Contractor shall cooperate in efforts to notify home and other building owners as to when direct vehicular access to their property will be curtailed and the approximate length of time of such curtailment. Written and/or vocal notification shall be given to affected residents or tenants of the properties not less than 24 hours prior to access curtailment. The Contractor shall maintain access for emergency vehicles to all parts of the construction area at all times.

Where water service connections are made, the Contractor shall not place spoil on the parkway.

The Contractor shall provide for and maintain the flow in all sewers, drains, building or inlet connections and all water-courses which may be met with during the progress of the Work. He shall not allow the contents of any sewer, drain, or inlet connection to flow into trenches, sewers, or other structures to be constructed under the Contract and shall immediately remove and cart away from the vicinity of the Work all offensive matter. The Contractor shall not disrupt the function of individual sanitary services for more than four continuous hours. If construction operations are anticipated to disrupt individual services for more than four hours, the Contractor shall provide for temporary sanitary service for the duration of the disruption.

The Contractor shall provide for and maintain the flow in all water mains or services which may be met with during the progress of the Work. When water mains or services are to be disturbed to the extent that the water will be shut-off, the City of Evanston Utilities Department and all parties being served by the lines involved shall be notified in accordance with Article 561.03, giving them the time and duration of the shut-off period. In cases involving disruption of fire hydrants, the City of Evanston Fire Department shall also be notified in accordance with Article 561.03. The Contractor shall not disrupt the function of individual water services for more than four continuous hours. If construction operations are anticipated to disrupt individual services for more than four hours, the Contractor shall provide for temporary water service for the duration of the disruption.

The Contractor shall promptly notify the proper utility company and all other effected parties of any

damage to water, gas, electric, telephone, sewer, and other utility lines and connections caused by the Contractor's operations. The damage shall be immediately repaired at the Contractor's expense. In the case of an accidental breaking of a water main or service line, the repairs of such a break shall have priority over all other operations. The parties whose services are affected by the break shall be notified at once and all assistance given to supply emergency water where necessary by temporary lines, tank truck, or other means. The Contractor shall maintain an appropriate inventory of the materials for emergency repairs. In the case of an accidental breakage of a street light cable, the Contractor shall submit for approval a licensed electrical contractor to repair any and all damage to the existing street light cables.

The Contractor shall not allow travel upon any street, park, roadway, or alley to be hindered or inconvenienced needlessly, nor shall the same be wholly obstructed without the written permission of the Owner thereof. No construction vehicles shall be driven through or shall be parked in alleys unless so approved by the Engineer. Construction traffic shall be routed on major City through-streets. Construction traffic on minor streets shall be limited as much as is practical. All street closures must be approved by Engineer.

When traffic must be obstructed, the Contractor shall provide proper traffic control as accepted by the Engineer and Owner by placing clearly worded signs announcing such fact with proper barricades, at the nearest cross-streets on each side of such obstructed portion, where travel can pass around the obstruction in the shortest and easiest way. "No parking" signs must be approved by the Engineer and must be POSTED AND DATED at least 48 hours before the intended date of use. "No Parking" signs are to be purchased from the Owner. If vehicles are still parked in "No Parking" areas identified by the Contractor, the Contractor shall notify the Engineer who will contact the Evanston Police to have the vehicles towed away. No towing of vehicles shall be done by the Contractor.

Driveways to fire department buildings, driveways to medical buildings, and driveways to businesses required for continuance of their commerce shall be kept open and maintained in passable conditions at all times unless modified by agreement between the Contractor and the property owner. All agreements between the Contractor and private property owners must be in writing to be considered binding. The Contractor shall give reasonable notice to the owners of all private driveways before interfering with them. Daily construction operations shall be terminated at such locations that the operations of driveways are not obstructed. Driveways shall be passable between the hours of 6:00 p.m. and 9:00 am.

Delete Article 107.17 and replace it with the following:

"107.17 Use of Explosives

(a) General

Blasting and other uses of explosives will not be permitted under this Contract."

Delete Article 107.18 and replace it with the following:

"107.18 Use of Fire Hydrants. If the Contractor desires to use water from hydrants, he shall fill out an application to the City of Evanston Utilities Department and shall conform to the municipal ordinances, rules, or regulations concerning their use. The Contractor shall obtain a use permit for each hydrant, and shall operate the hydrant properly. The Contractor is required to use an RPZ or appropriate back flow prevention device subject to approval of the City. There is a \$300 deposit on the fire hydrant and all borrowed equipment. Water shall be furnished from hydrants at no cost to the Contractor. However, the Contractor shall restore any damage to the hydrant caused by his

use, including settlement.

Fire hydrants shall be accessible at all times to the Fire Department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by municipal ordinances, rules or regulations, or within five (5) feet of a fire hydrant, in the absence of such ordinances, rules or regulations.”

Add the following paragraphs to Article 107.20:

“All existing roadway ditches or swales disturbed during construction operations shall be restored to their original cross-section and longitudinal grade, as approved by the Engineer. Any settlement caused by sewer or water main trenches shall be refilled and the original grades maintained by the Contractor for a period of one year from the date of final completion of the Project. Any property damage caused by trench excavation or augering operations, including settlement, shall be restored at Contractor's expense.”

Existing roadways, driveways, sidewalks, curbs, utilities, structures, landscaping, site objects, and other site improvements not indicated to be removed and/or replaced as part of the Project which are damaged by Contractor's operations shall be repaired to a condition equal or better than that prior to the start of construction; or, if deemed un-repairable by the Owner, removed and replaced by the Contractor at no cost to the Owner in accordance with the terms of the Project specifications, Drawings, applicable codes, ordinances, and technical standards.

The correction of defects in the Work performed by the Contractor shall be done at no additional cost to the Owner and in accordance with the terms of the Project specifications, Drawings, applicable codes, ordinances, and technical standards.

Add the following paragraph to Article 107.25:

“Prior to commencement of construction operations, the Contractor shall prepare a written inventory of existing traffic control and other signage along the routes of construction. This inventory shall list the location, wording, and general condition of signage. This inventory shall be submitted to the Engineer upon completion and before any signage is removed for construction activities. The Contractor shall remove all existing traffic control signs, store these signs in a manner, which prevents damage, and reinstall them as soon as possible following installation of new sewers as coordinated by the Engineer.”

Delete Article 107.27 and replace it with the following:

Extension of Indemnification to Third Parties. In the event that some of the Work is to be completed on property that is not owned by the Owner, the Contractor shall provide the indemnification and save harmless protection to the owner of such property. The Contractor shall also provide the indemnification and save harmless protection to owners of adjacent properties that may be affected by his operations.

Claims and disputes by third parties arising from work on this Contract, including augering and directional drilling or excavation work shall be resolved in accordance with the procedures hereinafter specified. This provision does not change, modify or alter the Contractor's responsibility to follow the insurance requirements of the Contract. Neither does this provision change, modify or alter the Contractor's responsibility to defend, indemnify and hold harmless the Owner and the Engineer from all types of claims that may arise out of or in consequence of the performance of this work by the Contractor or which may result in any way there from as that duty is stated in Section 107. Furthermore, this provision does not change, modify or alter the Contractor's responsibility to follow the provisions requiring a Contractor's Performance Bond.

The Contractor agrees to follow the procedure described following in resolving all property damage disputes that arise during the performance of the Work under the Contract. The Contractor agrees that the following procedure is the way the Contractor will hold the City of Evanston, MWRD and Engineer harmless for property damage claims:

i. Procedure for Resolving Property Damage Disputes

If the Contractor receives a claim for property damage allegedly caused by his performance of the Work under this Contract, the Contractor shall, within five (5) calendar days of receipt of such claims:

Acknowledge the claim to the property owner.

Send a copy of the said claim and acknowledgment to Engineer.

If the claim is not settled (or the Contractor does not agree to settle the claim) within five (5) calendar days, the Contractor shall:

Forward the claim to the Contractor's insurance carrier.

Require his insurance company to forward to Engineer an acknowledgment of receipt of the claim.

The Contractor and insurance carrier shall either settle or deny claims within sixty (60) calendar days of initial receipt of the claims. The insurance carrier and Contractor shall notify the Engineer of claims settled and denied, including the terms of the settlement or reasons for denial. The Contractor shall advise property owners of the decision to deny their claims and shall include in the Notice of Denial the name and address of the person authorized to accept service of process on behalf of the Contractor.

When a claim is allowed in any amount, Contractor shall, within thirty (30) calendar days of the award, pay to the property owner the amount of the award. If the Contractor does not make these payments to the property owner within the thirty (30) calendar day period, the Owner shall be authorized to make these payments for the Contractor and then deduct the amounts paid from the next payment due the Contractor under this Contract.”

Add the following paragraphs to Article 107.30:

“The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner, and if any of it is damaged or destroyed from any cause, the Contractor shall replace it at his own expense.

The Contractor shall indemnify and save harmless the Owner against any liens filed for nonpayment of his bills in connection with the Contract work. The Contractor shall furnish the Owner satisfactory evidence that all persons who have done work or furnished materials, equipment or service of any type under this Contract have been fully paid prior to the acceptance of the Work by the Owner.

The Contractor shall erect and maintain such barriers and lights and/or watchmen as will protect and warn pedestrians and vehicles, and prevent access of unauthorized persons to the site so as to prevent accidents as a consequence of his work.

The Contractor shall indemnify and hold harmless the Owner, the Owner's employees, the Engineer, and the Engineer's employees from any and all liability, loss, cost, damages and claims, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage arising out of, or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose, which shall insure the interests of the Owner and Engineer as the same may appear, and shall file with the Owner and Engineer certificates of such insurance.

The Contractor shall protect the Owner's property and adjacent property from injury or loss resulting from his operations. Objects sustaining such damage shall be replaced to the satisfaction of the Owner and Engineer; the cost of such repairs shall be borne by the Contractor.

The Contractor shall be completely responsible for protecting his work from vandalism. Any vandalized concrete shall be repaired and/or replaced as directed by the Engineer and at the Contractor's expense."

Delete the second and fourth paragraphs of Article 107.35.

Delete Article 107.40 in its entirety and replace with the following:

Unknown Utilities. The requirements stated in Article 107.37 for known utilities shall apply to unknown utilities. No additional compensation will be allowed for any delays, inconveniences, or damages sustained by the Contractor due to the presence of any claimed interference from unknown utility facilities or any adjustment of them, except as specifically provided in the contract.

Definition. An unknown utility is defined as an active or inactive underground transmission facility (excluding service connections) which is either:

- (1) Located underground and (a) not shown in any way in any location on the plans; (b) not identified in writing by the City to the Contractor prior to the letting; or (c) not located relative to the location shown in the contract within the tolerances provided in 220 ILCS 50/2.8 or Administrative Code Title 92 Part 530.40(c).
- (2) Located above ground or underground and not relocated as provided in the contract

Add Article 107.42, which shall read as follows:

"107.42 Traffic Control and Protection. Special attention is called to the following Highway Standard Details and Section 701 relating to Traffic control:

STANDARDS

701301, 701501, 701602, 701606, 701611, 701701, 701801, 701901, 780001

If requested by Contractor, one-block-long road closures will be allowed by the Owner in areas deemed necessary by the Engineer. No more than one lane of other streets may be closed at any time. Traffic control shall be in accordance with the applicable sections of the Standard Specifications, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, any Special Provisions, any Supplemental Standard Specifications and any special details and Highway Standards contained herein.

At the Pre-Construction Meeting, the Contractor shall furnish the name, and a 24-hour telephone number of the individual in his direct employ, who is responsible for the installation and maintenance of the traffic control for the Project. In accordance with Article 108.01, if a

subcontractor is to provide this aspect of the work, consent of the Engineer is required. This shall not relieve the Contractor of the foregoing requirement for an individual in his direct employ to superintend the implementation and maintenance of the traffic control.

The Contractor shall furnish, install, maintain, relocate, and remove all traffic cones, signs, barricades, warning lights and other devices which are to be used for the purpose of controlling pedestrian and vehicular traffic. The traffic control requirements presented in the Contract documents represent the minimum level of control which shall be provided. The Contractor is solely responsible for implementing all other traffic control measures required to fully protect pedestrians, vehicles, and his work forces.

The Contractor is responsible to ensure that all barricades, warning signs, lights and other devices installed for traffic control are in place and operational twenty-four hours each calendar day this Contract is in effect. In particular, the Contractor shall make sure that warning lights are functioning during night-time hours. Warning lights shall be checked each calendar day to verify functioning, replace batteries/bulbs, and/or replace light assemblies as necessary.

All areas of work shall be protected each night by Type II drum-type or sawhorse-type barricades at not greater than fifty (50) foot centers.

Drum-type and sawhorse barricades shall be equipped with working flashing lights and highly visible reflectors, reflective tape or reflective paint. At least six reflectors shall be visible from any viewing angle. Tape or paint shall cover at least 30 percent of the barricade from any viewing angle and shall conform to Section 700 of the Standard Specifications. Arrow boards shall be silent type powered by electricity or battery packs. No engine/generator-powered arrow boards are permitted.

The Contractor shall place "No Parking" signs a minimum of two (2) calendar days prior to curb replacement, patching or resurfacing operations. All "No Parking" signs must have the approval of, affixed, and displayed to the satisfaction of the Engineer. Posting of signs on trees shall be done in such a manner to facilitate removal; stapling or nailing of signs to trees is prohibited. Contractor shall keep a log of all posted "No Parking" signs and shall submit the log to the Engineer promptly upon request.

School busses and emergency vehicles shall have access to all premises at all times."

Add Article 107.43, which shall read as follows:

"107.43 Maintenance of Roads. Contractor shall maintain roads for all weather conditions and at all times in compliance with state and local regulations. Upon completion of construction, Contractor shall return all roads to their original condition as described in Section 442. With the Owner's approval, roadways and drives may be closed temporarily in the immediate area of the work. However, roadways and driveways shall be reopened as soon as is practical following the completion of installation and/or restoration. All roadways shall be maintained open to local traffic between the hours of 6:00 p.m. and 9:00 am or at other times when Contractor is not actively engaged in sewer and/or water main installation. Roadways shall be open to through traffic whenever practical. Roadways shall be open to emergency vehicles at all times. Temporary pavements specified by Engineer or Owner shall be placed on the same day as sewer and/or water main installation and shall be maintained as necessary until final roadway restoration. Contractor shall promptly remove all loose material spilled on roadways during the execution of the Work.

Temporary pavements shall consist of aggregate, cold mix, hot mix, or steel plates as specified or as directed by the Engineer. Hot mix shall be used for all IDOT and arterial streets and all intersections, and shall be compacted to the satisfaction of the Engineer by a steel drum roller. Aggregate surface course shall be used for other streets, alleys and driveways, unless otherwise directed by the Engineer. Steel plates shall be used to close construction work shafts and shall be set with their surfaces flush with existing roadways.

Temporary pavements for trenches crossing roadways and sewer and/or water main structures in through traffic lanes shall be hot mix when specified or as directed by Engineer. Temporary pavements around structures not located in through traffic lanes shall be aggregate surface course as specified or as directed by the Engineer.”

Add Article 107.44, which shall read as follows:

“107.44 Water Control. The Contractor shall perform grading and other operations to maintain site drainage. Surface water shall not be allowed to accumulate in excavations. The Contractor shall dispose of surface and subsurface water in a legal manner. He shall not allow mud, silt, or debris to flow into any surface water area or body other than in compliance with the State Water Quality Standards. Where the Contractor's operations disturb existing combined sewers, the Contractor shall provide temporary bulkheads and pumping facilities as necessary to maintain the combined sewers, connected building services and storm water inlet leads in full operation, including transport of the maximum dry-weather and wet-weather flow of which the existing sewer is capable. Combined wastewater shall not be permitted to flow along streets, public right-of-ways, private property, trench areas or inactive relief sewers. All earthworks, moving of equipment, water control of excavations, and other operations likely to create silting, shall be conducted so as to minimize pollution to watercourses or water storage areas. Under no circumstances shall the Contractor discharge pollutants into any watercourse or water storage area.”

Add Article 107.45, which shall read as follows:

“107.45 Overnight Protection of Work. The Contractor shall adequately backfill, cover with appropriate plates, or suitably fence and barricade all open excavations at the completion of each day's work. Open-cut excavations shall be reduced to a maximum length of thirty feet overnight. Excavations shall not block roadways or driveways. Open ends of sewers being installed shall be bulk-headed overnight with watertight plugs to prevent entrance of soils, entrance of groundwater, and/or entrance by the public. The Contractor shall protect all excavations from public access. All shafts for open-cut work shall be fully covered during non-working hours and during working hours when not being actively used for that day's construction.”

Add Article 107.46, which shall read as follows:

“107.46 Guarantees and Warranties. All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Owner before the final voucher on the Contract is issued.”

PROSECUTION AND PROGRESS

Add the following to Article 108.01:

“The Owner may approve the use of second tier subcontractors on a case by case basis after the Prime Contractor initiates a request for approval of same. The Prime Contractor is responsible for compliance with all the provision of the contract and is also responsible for providing that all of the pertinent provisions and requirements of the prime contract are incorporated into the second tier subcontracts. The Prime Contractor shall provide a copy of the second tier subcontract, second tier subcontractor insurance certificates, and shall provide waivers from the second tier subcontractors as required for the processing of pay estimates. The second tier subcontractor

shall not commence work until approval is granted by the Owner”

Add the following to Article 108.02:

“Prior to commencing construction operations, the Project Superintendent shall meet with the Owner and Engineer and submit his Progress Schedule.

The construction schedule shall reflect that no work will be performed on Saturdays, Sundays, Holidays, and the days listed below as modified in Art. 108.03 Section 108. Calendar day is defined as: “Any calendar day between April 1 and November 30 inclusive, except Saturdays, Sundays or legal holidays. If the City approves work on Saturday, the Contractor will not be charged a calendar day for work done on that Saturday.”

The Contractor shall submit to the Engineer monthly updates of the schedules required per these specifications. Schedule updates shall reflect the progress to date by providing actual start dates for activities started, actual finish dates for completed activities, and identifying out of sequence work, schedule logic changes, and any circumstances or events impacting the current schedule. The updates shall also contain the Contractor’s best estimate of the remaining duration for activities not complete as of the date of the update. All graphic presentations and reports shall be submitted with the monthly partial payment requests.

The Contractor shall prepare and submit daily reports containing, among other items, the following information:

1. A description of work activities performed.
2. A description of obstructions encountered.
3. Temperature and weather conditions.

The reports shall be submitted on a daily basis, by the end of the next business day.

Information provided on the daily report shall not constitute notice of delay or any other notice required by the Contract Documents.

Failure to provide the updated schedule every month may be cause to withhold any partial payment due to the Contractor during the course of the Contract until the deficiency has been remedied.”

Delete the second paragraph of Article 108.03 and replace it with the following:

“The Contractor shall notify the Owner and Engineer at least 72 hours before beginning work. The Contractor shall give a minimum of 24 hour notice, not including Saturdays, Sundays or legal holidays, prior to suspension of construction activities for any non-weather related reason. Suspension of work for non-weather related reasons must be pre-approved by the Engineer. The Contractor must be in advance of the Controlling Item as indicated by his submitted Construction Schedule as a condition of the Engineer’s granting of authorization to suspend work. In addition, the suspension shall not affect the completion date of the Project. The Contractor shall notify the Engineer at least 24 hours, not including Saturdays, Sundays or legal holidays, prior to the resumption of work. The site must be left in a clean and neat manner, acceptable to the Engineer, prior to the authorization of the suspension.

The Contractor shall perform the Work in accordance with the following scheduling requirements:

- a. The Contractor will be required to discuss their operations and get verbal and / or

written permission at least twenty-four (24) hours in advance in order to work on the following dates:

Friday, July 4, 2025	Independence Day
Monday, September 1, 2025	Labor Day
Tuesday, September 23, 2025	Rosh Hashanah
Thursday, October 2, 2025	Yom Kippur

Delete Article 108.04 and replace it with the following:

“108.04 Normal Work Hours. Normal work hours shall be Monday through Friday (excluding legal holidays) between 7:00 am and 5:00 p.m. local time during the calendar dates specified in Article 108.03. 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 5:00 pm and 7:00 am on other days without specific permission of the Owner.

No work, except maintenance of warning lights, barricades and other safety/health-related systems, may be performed unless the Engineer is available to observe/inspect construction activities. Owner will provide the services of the Engineer as needed for construction observation/inspection between the hours of 7:00 am and 5:00 p.m., Monday through Friday, except legal holidays, in accordance with the calendar dates specified in Article 108.03. Prohibited work activities outside of normal work hours include but are not limited to the warming up of any piece of equipment or turning on engines. Any violation for working hours will incur a \$500.00 fine for each occurrence.

If at any time during the project the Contractor elects to work on a Saturday, they must obtain written permission from the Capital Planning and Engineering Bureau, Senior Project Manager and/or City Engineer/Bureau Chief, Public Works Agency. Contractor shall request this at least twenty-four hours in advance of Saturday work. The contractor is required to estimate any Saturday work and include that in the bid amount.

If at any time during the project the Contractor elects to work past the normal working hours, the Engineer shall invoice the Contractor for Engineering Services at a rate of \$75.00 per hour for Engineering Services provided beyond the normal working hours at the conclusion of each month. Engineering Services will be paid for at the contract unit price of \$75.00 per hour. Administrative accounts payable, overhead, and profits costs shall be included in the various contract items and no additional compensation will be allowed.

Delete Article 108.05 and replace it with the following:

“108.05 Project Completion Times:

The Project Completion Time and Substantial Completion Times shall be as specified in the Contract Documents. Liquidated damages, as indicated in Article 108.09 shall apply for failure to achieve any of the listed Partial Completion Dates, Substantial Completion Dates, Project Completion Dates, and other specific Work task completion requirements. Calendar day is defined as: “Any calendar day between April 1 and November 30 inclusive, except Saturdays, Sundays or legal holidays. If the City approves work on Saturday, the Contractor will not be charged a calendar day for work done on that Saturday.” Claims for extension or shortening of the Substantial Completion Times and Project Completion Time shall be based on written notice delivered by the party making the claim to the other party and to the Engineer promptly, but, in no event, later than thirty (30) calendar days after the occurrence of the event giving rise to the claim and stating the nature of the claim.”

Add the following paragraph to Article 108.07

“The Engineer shall have no authority to suspend the Work, wholly or in part, for any reason. All rights conferred onto the Engineer for suspending the Work by Standard Specification Articles 105.01 and 108.07 shall be the sole right of the Owner.”

MEASUREMENT AND PAYMENT

Add the following paragraphs to Article 109.02:

“All the requirements of the Supplemental Standard Specifications pertaining to Sections 100 to 109 of the Standard Specifications are considered incidental to the Work, and no separate or additional payment will be made, except as otherwise indicated, for complying with said requirements. The Owner has the authority to withhold any payment if satisfactory progress is not made by Contractor to complete any work on the Contract.

The cost of removal of any temporary surfaces, trench backfill or other temporary materials above the subgrade level in areas where final surface restoration is to be performed shall be incidental to the Contract and no additional separate payment will be made except as indicated on the Plans.

Existing facilities or property damaged by construction activities, including settlement, whether through result of Contractor's negligence or as a normal result of the means and methods employed by the Contractor, shall be restored to original condition. Restoration of damaged areas will be considered incidental to the Work and the cost shall be included as part of the unit or lump sum price item to which the restoration pertains.

Payment for each item will be made at the unit or lump sum price bid for that item. The cost of all other related or incidental work required by the plans and specifications shall not be measured or paid for as a separate item, but shall be included as part of the unit or lump sum price item to which the work pertains. Failure to list all such related or incidental work for the bid items shall not invalidate this stipulation.”

Delete Article 109.07 and replace it with the following:

“**109.07 Partial Payments and Retainage.** The Owner will pay the Contractor monthly for Work completed in accordance with the Contract Documents. Applications for Payment from the Contractor (and subcontractors) shall be prepared and submitted by the Contractor with all supporting documents to the Engineer. Supporting documents to be submitted with Applications for Payment shall include, but are not limited to:

Documents to be Submitted With Applications for Partial Payment

- (a) MBE/WBE/EBE Monthly Utilization Report
- (b) All delivery tickets for concrete and asphalt.
- (c) Lien Waivers
- (d) Construction Schedule Update
- (e) Certified payrolls for general contractor and sub-contractors

Failure to submit any of the above documents may cause the payment application to be rejected.

Lien waivers shall accompany each Application for Payment and shall reflect the amount paid to each subcontractor, and supplier, and their respective supporting lien waivers. Contractor's lien waivers submitted with interim Applications for Payment shall reflect all costs up to the date of the Application. Lien waivers from subcontractors, suppliers and others accompanying interim Applications for Payment may be submitted one month in arrears. Lien waivers submitted with the final Application for Payment shall reflect the full values of Contractor's efforts; and, all subcontracts, materials purchases, and other Project costs.

Applications for Payment shall be reviewed by the Engineer within ten (10) calendar days of the submittal and returned to the Contractor for correction or forwarded to the Owner for approval, as appropriate. Engineer and Contractor must agree to quantities forwarded to the Owner. Any disputed quantities not included in the Application for Payment must be resolved within thirty (30) calendar days with any adjustments from disputed quantities to be included on the following Application for Payment. Applications for Payment certified by the Engineer must be in the City offices by the close of business on the last working day of each month. The Owner will pay the Contractor within thirty (30) calendar days of receipt of Applications for Payment certified by the Engineer.

Retainage shall be withheld as follows:

"There shall be deducted from the amount so determined for the first 50 percent of the completed work a sum of ten percent to be retained until after the completion of the entire work to the satisfaction of the Engineer. After 50 percent or more of the work is completed, the City may, at its discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent of the total adjusted contract price."

Delete the first, third, and fourth paragraphs of Article 109.08 and add the following:

"Final payment will be made within sixty (60) calendar days after the Work is fully completed and accepted by the Owner and the Contract fully performed. Request for final payment shall be prepared by the Contractor and accompanied by the documentation hereinafter listed. Quantities for this Contract shall be subject to the contract unit price applied to final measured quantities.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and in either case, an affidavit that so far as he has the knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify the Owner against any lien. If any liens remain unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the Owner may be compelled to pay in discharging such liens, including all costs and Attorney's fees.

With his final payment request, the Contractor shall submit the following data:

**Documents to be Submitted With
Application for Final Payment**

- (a) MBE/WBE/EBE
Utilization Final Report

(b) Contractor prepared Record - Drawings

Add the following as the first two paragraphs of Article 109.09:

“The Contractor shall notify the Engineer immediately when the Contractor becomes aware of any circumstances which the Contractor believes may lead to a claim for extra cost. Where possible, the Contractor shall delay proceeding with work which may result in the claim for extra cost until the Engineer has had a reasonable opportunity to review the situation, unless such delay will materially disrupt the prosecution of the Work or unless immediate Contractor action is required to resolve an emergency which endangers life or property. The purposes of the Engineer's review are: to verify that a claim for extra cost may be warranted, to make modifications to the Work to avoid or minimize the extra cost, and/or to monitor the Contractor's performance of the work generating the extra cost. For those situations where the Engineer is not notified prior to the Contractor performing work which causes the claim, the amount of extra cost to which the Contractor is entitled shall not include costs which, in the Engineer's sole opinion, could reasonably have been avoided if the Contractor had notified the Engineer prior to proceeding with the Work.

The Contractor shall submit, in writing, claims for extra cost to the Engineer as soon as possible after the occurrence of the event(s) giving rise to the claim, but not more than thirty (30) calendar days thereafter. Claims shall include appropriate supporting documentation as specified in following paragraphs to justify the extra cost claimed. This documentation shall include, as a minimum: a description of the circumstances which generated the claim, prior notifications provided to the Engineer, and a detailed breakdown of costs incurred by the Contractor. In the event that this documentation cannot be assembled within thirty (30) calendar days or if the extra cost is ongoing, the Contractor shall submit, in writing, whatever partial information is available to keep the Engineer informed of the Contractor's progress. Extra costs incurred by the Contractor solely because of the particular means and methods which the Contractor chooses to perform the Work will not be considered. Claims submitted more than thirty (30) calendar days after the occurrence of the event(s) giving rise to the claim will not be considered.”

Delete the first, second and third paragraphs of Article 109.09 sub-paragraph (e) and replace them with the following:

“(e) Procedure. All claims and supporting documentation shall be submitted to the Engineer. The Engineer shall review each claim and advise the Owner of the Engineer's opinion of the relative merit of each claim and the dollar and/or time adjustment which the Engineer believes is warranted, if any. The Owner shall make a determination of the merit of each claim and the dollar and/or time adjustment, if any, which is appropriate for resolution of the claim. If Contractor is dissatisfied with the Owner's decision regarding merit, dollar adjustment, and/or time adjustment associated with a claim, the Contractor may request arbitration in accordance with the following:

- All claims, counter-claims, disputes and other matters in question between the Owner and the Contractor arising out of, or relating to this Agreement or the breach of it, will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State.
- Notice of the demand for arbitration shall be filed in writing with the other party to the Contract Documents and with the American Arbitration Association, and a copy shall be filed with the Engineer. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.

- The Contractor will carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.”

SUBMITTALS

This section includes general requirements and procedures related to the Contractor's responsibilities for preparing and transmitting submittals to the Engineer to demonstrate that the performance of the Work will be in accordance with the Contract requirements. Submittals include schedules, Contractor's Drawings, calculations, samples, manuals, methods of construction, and record drawings. Other requirements for submittals are specified under applicable sections of the Standard Specifications.

SUBMITTAL REQUIREMENTS

Not later than three days after the pre-construction conference, submit in writing a list of submittals and a list of materials and equipment that will be purchased giving name, address and telephone number of supplier, manufacturer or processor. No material shall be incorporated into the Work until approval of the source has been given by Engineer. Delivery of materials to the Contract site prior to approval is made at the Contractor's risk and subject to immediate removal at no cost to the Owner, when it is determined that the source is not acceptable.

CONTRACTOR'S DRAWINGS AND OTHER SUBMITTALS

Contractor's drawings shall be neat in appearance, legible and explicit to enable proper review relative to Contract compliance. They shall be complete and detailed to show fabrication, assembly and installation details, catalog data, pamphlets, descriptive literature, and performance and test data. They shall be accompanied by calculations or other sufficient information to provide a comprehensive description of the structure, machine or system provided and its intended manner of use.

Contractor's Responsibility

Each Contractor's drawing submitted by the Contractor shall have affixed to it the following Certification Statement, signed by the Contractor:

"Certification Statement: By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and I have checked and coordinated each item with other applicable approved drawings and all Contract requirements."

The review and approval of Contractor's drawings by the Engineer shall not relieve the Contractor from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error and omission are assumed by the Contractor, and the Engineer will have no responsibility therefore.

No portion of the Work requiring a Contractor's drawing shall be started nor shall any materials be fabricated, delivered to the site, or installed prior to the approval or qualified approval of such item. Fabrication performed, materials purchased or on-site construction accomplished which does not conform to approved Contractor's drawings and data shall be at the Contractor's risk. The Owner will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.

Contract Work, materials, fabrication, and installation shall conform with approved Contractor's drawings.

Identification

Data - All submittals for approval shall have the following identification data, as applicable, contained thereon or permanently adhered thereto.

1. Owner Contract Number.
2. Project name and location.
3. Submittal Numbers. Re-submittals shall bear original submittal number and be lettered.
4. Product identification.
5. Drawing title, drawing number, revision number, and date of drawing and revision.
6. Applicable Contract drawing numbers and specification section and paragraph numbers.
7. Subcontractor's, vendor's, and/or manufacturer's name, address and phone number.
8. Contractor's certification statement.

Catalog Data - Each submittal of catalog data shall have the identification required as hereinbefore stated.

1. Catalogs or brochures submitted in packages of multiple items for approval need the identification only on the exterior. In such instances the identification shall include page and catalog item numbers for items submitted for approval. If one or more of the items in such a submittal are not approved, re-submittal of only the unapproved items is required.
2. Catalog cuts containing various products, sizes and materials shall be highlighted to show particular items being submitted.

Space - Vacant space of approximately 3-1/2-inches high by 4-inches wide shall be provided adjacent to the identification data to receive the Engineer's status stamp.

Shop Drawings

Shop drawings shall show types, sizes, accessories, weights, layouts including plans, elevations and sectional views, component, assembly and installation details, and all other information required to illustrate how applicable portions of the Contract requirements will be fabricated and/or installed. Include manufacturer's certified performance curves, catalog cuts, pamphlets and descriptive literature, as required.

Working Drawings

Submit working drawings as required for changes, substitutions, contractor design items, and designed methods of construction. Requirements for working drawings will be listed in appropriate Specification Sections and/or in Special Provisions. Drawings shall be accompanied by calculations or other information to completely explain the structure, and describe its intended use. Working drawings and calculations as submitted shall be sealed, dated and signed by a Professional Engineer, and/or Structural Engineer as appropriate,

registered in the State of Illinois.

Review and approval of such drawings by the Engineer shall not relieve the Contractor from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error are assumed by the Contractor and the Engineer shall have no responsibility therefore.

Catalog Data

Submittals - 6 copies of catalog data are required for the original submittal and each subsequent re-submittal that may become necessary.

Manufacturer's equipment data shall be certified and shall include materials type, performance characteristics, voltage, phase, capacity, and similar data. Provide wiring diagrams when applicable. Indicate catalog, model and serial numbers representing specified equipment. Provide complete component information to verify all specified required items.

Data Identification - Each submittal shall have all pertinent data contained therein that are applicable to the item submitted for approval, adequately and prominently designated.

Approval Process

Original Submittal - Copies of catalog data specified in Item F and one reproducible sepia and six legible prints of all shop and working drawings shall be submitted to the Engineer for approval in accordance with the Contractor's drawings submission schedule, with all fabrication and installation requirements, allowing at least 30 calendar days for checking and appropriate action by the Engineer. Three copies of all Contractor's drawings will be returned.

Contractor's drawings will be returned, stamped with one of the following classifications:

APPROVED

No corrections, no marks.

APPROVED AS CORRECTED

Minor corrections are required as noted on the submittal. All items may be fabricated as marked without further resubmission. Resubmit corrected copy to the Engineer.

REVISE AND RESUBMIT

Make the necessary corrections and resubmit drawings as per original submission. Thirty (30) calendar days will be allowed for checking and appropriate action by the Engineer. Only one stamped drawing will be returned.

NOT APPROVED

Requires corrections or is otherwise not in accordance with the Contract Documents. Correct and resubmit drawings as per original submission. Thirty (30) calendar days will be allowed for checking and appropriate action by the Engineer. Only one stamped drawing will be returned. Incomplete submittals or submittals not in conformance with this Specification will not be reviewed, but will be returned to the Contractor as "not approved".

INFORMATION ONLY

Items not reviewed or items for which submittals are not required.

Review and approval of Contractor's drawings by the Engineer shall not relieve the Contractor in any way from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error are assumed by the Contractor and the Engineer shall have no responsibility therefore.

Excessive Reviews of Contractor Drawings and Other Submittals

The Owner's cost for Engineer's effort to review Contractor drawings or other submittals which have been returned two or more times stamped "REVISE AND RESUBMIT" or "NOT APPROVED" shall be borne by the Contractor at a rate of \$120.00 per labor hour for services provided in 2010. Upon completion of each subsequent review, the Engineer will provide the Contractor a summary total of hours expended in performing the review. Moneys due the Owner for Engineer's cost for third and additional reviews of Contractor drawings and other submittals will be deducted from the next regular payment due the Contractor. The cost for these services shall be deducted from the "Amount Earned to Date" from the next regular payment due the Contractor.

RECORD DRAWINGS

The Contractor shall keep one record copy of all Contract Documents, reference documents, and all submittals at the site in good order and annotated to show all revisions made during the construction process. Such annotations shall be kept updated on a single set of Contract Drawings and will be inspected monthly. Failure to maintain current record drawings will be cause to delay progress payments. Record drawings shall be available to the Engineer at all times during the life of the Contract.

All drawings and Contractor's submittals shall be made a part of the record drawings and shall include the following:

Contract Drawings - Contractor shall annotate or redraft, as required, to show all revisions, substitutions, variations, omissions and discrepancies made or discovered during construction concerning location and depth of utilities, piping, duct banks, conduits, manholes, pumps, valves, vaults and other equipment. Revisions shall be made and shown on all drawing views with actual dimensions established to permanent points.

Contractor's Drawings - Same as above. Include, for example, piping layouts; and duct layouts. Sections and details shall be added as required, for clarity. Prior to preliminary inspection, furnish a reproducible of the record drawings. At the completion of the Contract and before final payment is made, furnish the Engineer one set of reproducible of the finally approved record drawings reflecting all revisions herein described.

The Contractor shall keep a complete to-date record of the actual construction of all work called for under the Plans and Specifications of this contract and as ordered by the Engineer.

Upon completion of this contract, the Contractor shall furnish to the Engineer record contract plan drawings where changes from the original plans have occurred.

The Engineer will make available to the Contractor one set of full size prints of the original contract drawings on which the Contractor shall make the necessary changes to indicate the major changes. The changes shall be made with opaque Higgins carmine red ink, or approved

equal, using standard drafting procedures.

Record drawings on Mylar will be prepared by the Engineer based on the changes indicated by the Contractor. All record drawings on Mylar for this contract shall be signed by the Contractor certifying to its major corrections.

PAYMENT

No separate payment will be made for the work in this section; all the costs of such work shall be considered incidental to the items of work to which they pertain.

SAW CUTS

The Contractor shall full-depth saw cut for the removal of existing curb, sidewalk, all structure work, and for all pavement patches. The concrete saw shall be equipped with a diamond blade of sufficient size to saw pavements full-depth and be capable of accurately maintaining cutting depth. All saw cuts shall be parallel or perpendicular to the curb & gutter, edge of sidewalk, or the edge of pavement, with straight, clean, edges, to the satisfaction of the ENGINEER. This item shall be included with curb & gutter, sidewalk, structure work, and pavement removal. The slurry resulting from the saw cutting work shall be immediately washed away using water to prevent tracking by vehicles or pedestrians to the satisfaction of the ENGINEER.

When removing pavement, curb and gutter, shoulder, and/or any other structures, the use of any type of concrete breakers which might damage the underground public or private utilities or property will not be permitted. Pavement openings must be initiated with hydraulic impact/air hammers and the use of excavator buckets to strike and break pavement is strictly prohibited and will result in an immediate deficiency deduction.

Saw cuts for all work will not be measured for payment and shall be considered as included in the related contract pay item. No separate payment will be made for saw cuts.

If additional surface is damaged or removed due to negligence on the part of the Contractor, the additional work will not be measured for payment but shall be done at the Contractor's expense. It is Contractor's responsibility to determine the thickness of the existing pavement and whether or not it contains reinforcement.

FIBER OPTIC UTILITIES

If the JULIE system locates a City of Evanston fiber optic communication utility, the Contractor/permit holder shall be required to visually expose fiber optic lines by hand digging within three (3) feet of either side of JULIE locate on all construction projects and permit work. This work will not be paid for separately. The cost of this work shall be included in the unit prices bid for various pay items.

CLEARING, TREE REMOVAL AND PROTECTION, CARE AND REPAIR OF EXISTING PLANT MATERIALS

Add the following paragraphs to Article 201.01:

"Trees and shrubs recommended for removal for performance of the Work are so designated on the Drawings. It is not anticipated that any other trees or shrubs will need to be removed for performance of the Work. Should the Contractor recommend removing additional trees or shrubs, the Contractor shall notify the Owner for approval prior to removing any trees or shrubs and seek a tree removal permit per City code. To receive permission for removal of trees or shrubs, the Contractor must demonstrate that there is no other practicable way to complete the Work, including augering or hand-excavation. Contractor shall work with the Engineer to seek a tree preservation

permit or review for any excavation that will occur within 25 feet of any public or private tree. Permit fees are waived. Trees removed on either public or private property shall be replaced with one tree 2 inches in diameter, with a species approved by the City arborist.

Owner recognizes that some tree branches will need to be pruned to provide clearance for construction equipment. However, the Contractor shall secure the express permission of the City Arborist to trim specific overhanging branches of trees. All tree trimming, pruning, and repair of wound surfaces shall be performed by a licensed arborist approved by the Owner and will be within standards generally recognized as best practice by industry professionals. The Owner will provide appropriate staff to observe tree trimming operations. The Contractor shall provide at least 72-hour notice to the Owner of trimming operations. No trimming shall be done unless Owner's staff is available to observe trimming. Trimming shall be performed to the satisfaction of Owner's staff. The Contractor shall provide proper tree guards to protect trees from damage due to construction equipment and operations.

Trees and shrubs damaged due to construction operations or removed without approval shall be replaced, at Contractor's expense, with trees or shrubs of like species and size, to a maximum trunk size of 2-inches diameter as directed by the City Arborist. If trees larger than 6-inches diameter are irreparably damaged or destroyed, the Contractor shall replace these trees with trees 2-inches in diameter, and with a species chosen by the City Arborist. Contractor may be subject to additional mitigation and/or fees and penalties, per City code. Tree trimming, pruning, repair of wound surfaces, removal of trees and shrubs requested by Contractor, replacement of trees and shrubs irreparably damaged, and mitigation costs and/or penalties for damage, shall be incidental to the items of work to which they pertain."

Parkway and Private Tree Protection

Prospective contractors are advised that it is the express intent of the City of Evanston to minimize trimming of and other impacts to trees in the work corridors and to vigorously protect the health and quality of the urban forest on both public and private property. The equipment and methods used to perform any and all portions of the work must be the size and nature that results in the least disruption to the existing environment. The City of Evanston reserves the right to limit the size of the equipment used on the project.

The Contractor shall at all times demonstrate to the satisfaction of the City of Evanston that suitable precautions and due diligence are being observed to protect the natural and improved features of the area. Special and continuing attention will be paid to the maintenance of tree protection fencing and the appropriate observance of tree protection areas as delineated by the fencing.

To ensure compliance with the City of Evanston's intent to minimize area disturbances, the following procedures and actions will be followed: When the City arborist determines that a tree is improperly protected, the Contractor shall be notified. If the contractor fails to rectify the deficiency immediately, the Engineer will impose a daily monetary deduction for each 24-hour period (or portion thereof) the deficiency exists. This time period will begin with the time of notification to the Contractor and end with the Engineer's acceptance of the corrections. The cost of the daily deduction will be \$250 per occurrence per calendar day. In addition, the Contractor will be liable and responsible for any and all corrective and remedial actions required to restore the area or item to comparable pre-project conditions as well as any additional fines and fees as stated in the tree protection requirements in these specifications, including a potential penalty of \$500 per occurrence per calendar day.

Care of Existing Plant Material. If construction is planned within the critical root zone of existing plant material, root pruning and plant care will be required, as hereinafter specified. All pruning shall be performed by a certified arborist approved by the City and with appropriate qualifications.

The Contractor shall be responsible for taking measures to minimize damage to any part of any public and private trees, including limbs, trunks, and roots at each work site. All such measures shall be included in the contract price for other works except that payment will be made for Temporary Fence and Earth Saw Cut of Tree Roots as separate pay items.

A. Earth Saw Cut of Tree Roots (Tree Root Pruning):

1. Whenever the proposed excavation falls within the drip-line of a tree, the contractor shall:

a. Root prune 6-inches behind and parallel to the proposed edge of trench a neat, clean vertical cut to a minimum depth directed by the City Arborist through all the affected tree roots.

b. Root prune to a maximum width of 4 inches using a "Vermeer" wheel matching the following criteria. The root pruner wheel shall be 60" diameter (188" circumference) carrying 28 pair (56 total) stump cutter teeth with tooth spacing at 6.7" on center. The cutting depth shall be 24" and shall utilize a 65hp tractor. Trenching machines will not be permitted.

c. Exercise care not to cut any existing utilities.

d. If during construction it becomes evident that additional tree roots will require root pruning, the City Arborist and the Contractor shall have the root pruning sub-contractor return to the site to properly root prune the tree at the location directed by the City Arborist. The contractor will be paid for the additional root pruning as described below; however, no additional compensation will be made for remobilization to the construction site.

e. For locations where root pruning is performed for the purpose of curb and gutter removal and replacement, the contractor shall root prune 6-inches behind the curbing so as to neatly cut the tree roots.

f. Depth of cut shall be 12 inches for curb removal and replacement and 24 inches for structural work. Any roots encountered at a greater depth shall be neatly saw-cut at no additional cost.

g. The Engineer or City Arborist will mark locations where earth saw cutting of tree roots is required in the field.

2. All root pruning cuts shall be immediately backfilled with material side cast from the earth-sawing procedure, so that the ground surface is even and no tripping potential exists.

3. All root pruning work is to be performed through the services of a certified arborist approved by the City Arborist.

TREE ROOT PRUNING shall be used to protect trees on both public and private property within 25 feet of any excavation within the project limits or as directed by the City arborist and the Engineer, and is dependent on the size, location, and species of each tree. This work will be paid for at the Contract unit price per FOOT for TREE ROOT PRUNING measured in place.

The Contract unit price per FOOT for TREE ROOT PRUNING shall be payment in full for all

materials, labor and equipment required for: tree root pruning as shown on plan details; and all related work which is not included under other Payment Items.

B. Temporary Fence:

1. The Contractor shall erect a temporary fence around all trees within the construction area to establish a "tree protection zone", as established by City arborist, before any work begins or any material is delivered to the jobsite. No work is to be performed (other than root pruning), materials stored, or vehicles driven or parked within the "tree protection zone" at any time during the course of construction.

2. The exact location and establishment of the "tree protection zone" fence shall be approved by the City Arborist prior to setting the fence. The fence shall be 48 inches high, plastic poly-type or any other type of highly visible barrier in an open-weave type pattern with large openings. The type, color and pattern of the fence shall be approved by the Engineer prior to erection. This fence shall be properly maintained in an upright manner and shall remain up until final restoration, unless the Engineer directs removal otherwise. Tree fence shall be supported using T-Post style fence posts with a maximum of 8' spacing. T-posts must be at least six feet in length, two feet of which must be set in the ground. The fence shall be attached to posts and secured with a minimum of three nylon locking ties per post. Utilizing re-bar as a fence post will not be permitted.

3. The fence shall be installed 18" behind and parallel to the curb and between the curb and sidewalk. Fence shall be erected on a minimum of three sides with the fourth sidewalk side being optional. Fence shall be installed at the tree protection zone of the tree or at a minimum of 8 feet from the center of the tree.

4. Parking or maneuvering of machinery, stockpiling of materials or any other use will not be allowed upon unpaved areas within 10 feet of the trunk of trees designated to be protected.

5. Construction area is defined as all areas within 10 feet of any excavation.

6. All work within the "tree protection zone" shall have prior approval of the City Arborist. All slopes and other areas not re-graded should be avoided so that unnecessary damage is not done to the existing turf, tree root system, or ground cover.

7. The grade within the "tree protection zone" shall not be changed unless approved by the Engineer prior to making said changes or performing the work.

8. U-shaped, non-uniform, or other fencing around multiple trees is permitted and encouraged as approved by the City arborist or Engineer.

9. If excavation is within 5 feet of the trunk of the tree such that protection fencing is not possible, Contractor shall protect the trunk using boards, as detailed below.

TEMPORARY FENCE shall be used to protect all trees within the public right-of-way of the project limits or as directed by the Engineer. This work will be paid for at the Contract unit price per FOOT for TEMPORARY FENCE measured in place.

The Contract unit price per FOOT for TEMPORARY FENCE shall be payment in full for all materials, labor and equipment required for: providing snow fence as shown on plan details; and all related work which is not included under other Payment Items.

When improvements are required within the “tree protection zone”, tree trunk protection will be required.

C. Tree Trunk Protection:

The Contractor shall provide 2 in. by 8 in. by 8 ft. boards banded continuously around each trunk to prevent scarring of trees shown on the plans or designated by the Engineer. For multi-stem trees, saplings, and shrubs to be protected within the area of construction, temporary fencing may be used for trunk protection

TREE PROTECTION shall be used to protect all trees within the public right-of-way of the project limits or as directed by the Engineer. This work will be paid for at the Contract unit price per EACH for TREE PROTECTION measured in place.

The Contract unit price per EACH for TREE PROTECTION shall be payment in full for all materials, labor and equipment required for: installation of trunk boards in accordance with Supplemental Standard Specifications; and all related work which is not included under other Payment Items.

D. Tree Pruning:

Tree pruning shall consist of pruning branches to protect the health of the tree, protect the canopy from damage, maintain the structural integrity of the tree, to ensure public safety, and to preserve the aesthetic qualities of the urban forest, or as directed by the City arborist or Engineer. All pruning shall be done according to the current ANSI A300 (part 1) pruning standard. Trees selected for pruning will be cleaned of dead, diseased, or broken branches, thinned appropriately to reduce density of branches, raised to provide vertical clearance for pedestrian and vehicular traffic, and if warranted by species tolerance and specimen needs limbs will be reduced to promote a central leader and good structure. Pruning to provide clearance over the street will be allowed up to 14 feet above the pavement. If additional clearance is needed a request in writing shall be submitted to the City Arborist. All branch pruning to American elm and oak trees will be done between when the trees are dormant. Dormancy is generally between November and March, but will vary by year and will be defined the City arborist.

Under pruning to provide clearance over the street will be allowed up to 14 feet above the pavement. If additional clearance is needed a request in writing shall be submitted to the City Arborist.

TREE PRUNING will be paid for at the contract unit price per EACH for TREE PRUNING, which price shall include under pruning branches to provide clearance over the street, to protect the health of the tree, protect the canopy from damage, maintain the structural integrity of the tree, to ensure public safety, and to preserve the aesthetic qualities of the urban forest.

EARTH EXCAVATION

This work shall consist of the excavation or removal and satisfactory disposal of only that volume of material, regardless of its nature, which must be excavated or removed to construct the improvement to the lines, grades and cross sections shown in the plans or required by the Engineer.

Earth Excavation shall not include excavation necessary for top soil and sod placement or

incidental in the construction of new sidewalks, driveways, curb, vaults, catch basins, manholes, inlets, storm sewers of all types, house drains or other new structures included in the construction for which the contract unit price includes the cost of excavation.

Earth Excavation shall be measured for payment in cubic yards. The volume shall be determined by the Engineer by the method of average end areas, supplemented by measurements to determine the volume of excavation.

This work will be paid for at the contract unit price per CUBIC YARD for EARTH EXCAVATION as herein specified.

DISPOSAL OF EXCAVATED MATERIAL

This work shall consist of meeting IEPA requirements for the disposal of excavated material including, but not limited to, clean construction or demolition debris (CCDD), uncontaminated soil, and/or contaminated soil. Excavated materials must be removed from the site by the end of each day.

The Contractor will be responsible to provide CCDD and soil fill site operators with all testing information and fees as required by the IEPA and fill site operators.

Excavated material identified by the City or during the course of construction as not conforming to CCDD requirements shall be sampled, analyzed, and screened for disposal site acceptance by the Contractor in accordance with Section 669 of the Standard Specifications. This work will be paid for at the contract unit price per EACH as SOIL DISPOSAL ANALYSIS for each test taken and at the contract unit price per CUBIC YARD for NON-SPECIAL WASTE DISPOSAL.

TRENCH BACKFILL

Delete Section 208 in its entirety and replace it with the following:

Description. Trench backfill includes the furnishing, transporting, and placing of material for the backfilling of trenches from pipe spring line to the existing surface at time of installation.

208.02 Case I - Trench Backfill in Paved Areas. Case I applies to excavation in any area which has or which is proposed to have under this Project a permanent type street, sidewalk, curb and gutter, bituminous paved parking lot, or is within 2 feet of a paved surface. Trench backfilling shall be performed in accordance with Article 550.07. Where backfilling a trench containing a single longitudinal pipe, Contractor shall use new (imported) granular material conforming to IDOT Fine Aggregate Classification FA-6 (Virgin/Natural Sand). Granular trench backfill shall be compacted to a minimum of 95% Standard Proctor Density as per ASTM-D698. Where native subsoils excavated from trenches meet the gradation, quality, and other requirements of Article 1003.04, this material shall be used to backfill trenches in lieu of new FA-6 material.

Use of native soil for backfill shall be incidental to the cost of the sewer or water main installation and no separate payment shall be made. Use of native soils for backfill that has been transported between different locations on this project shall be incidental to the cost of the sewer or water main installation unless otherwise approved in advance by the Engineer.

Trenches shall be backfilled with FA-6 (Virgin/Natural Sand) granular material, or native subsoils meeting FA-6 requirements, up to the existing surface within the standard trench width.

When specified by the Engineer, roadways shall receive a temporary pavement consisting of 3-inches of hot-mix asphalt (HMA) placed and compacted with a steel drum roller over the trench backfill. The trench backfill shall be re-graded and compacted as necessary to permit the surface of the HMA to be flush with existing hard-surface pavements. HMA shall be placed and compacted with a steel drum roller as soon as practical after backfilling the trench. HMA temporary pavement will not be paid for separately but shall be considered at included in the various sewer work contract pay items.

The Contractor shall maintain the granular trench backfill and HMA temporary paving free from, ruts, potholes or other displacements and provide means for dust control until such time as the permanent pavement is placed. Should settlements occur in excess of 1½ inches below the street grade, the Contractor shall furnish and install additional temporary paving material to maintain the surface at street grade. Maintenance of temporary paving shall be incidental to the contract and no separate payment shall be made.”

GRANULAR CRADLE MATERIAL – CA-11

This item shall consist of furnishing and transporting coarse aggregate for pipe bedding placed as a granular cradle in accordance with the TYPICAL DETAIL FOR INSTALLATION as specified in the CONTRACT PLANS.

Prior to the placement of all pipes, excluding all ductile iron pipe, a minimum four inch (4") or 1/4 O.D. thick coarse aggregate bedding shall be placed on the trench bottom. After installing the pipe on the bedding and the joint made, backfilling to the bottom of the centerline shall be accomplished by hand to form a granular cradle. Backfilling by hand shall mean the placement of material that has been spaded or "shovel-sliced" so that the haunch areas are filled and supported, encasing the pipe to the limits as indicated. The coarse aggregate shall be placed in layers not exceeding six inches (6") in thickness and carried up at the same levels on both sides of the pipe to the bottom of its centerline. Each layer shall be thoroughly compacted and tamped under and around the pipe to the satisfaction of the ENGINEER. The pipe shall be laid so that it will be uniformly supported for the entire length of its pipe barrel fully bearing on the coarse aggregate cradle. No blocking of any kind will be permitted to adjust the pipe to grade.

The bedding shall consist of gravel, crushed gravel or crush stone. As a minimum, this material shall conform to the requirements of Section 1004 of the "Standard Specifications for Road and Bridge Construction" of the State of Illinois. All gradation shall conform to CA-11 of the IDOT Standard Specifications.

All coarse aggregate placed to bed and cradle the pipe shall be to at least the minimum dimensions as indicated in the TYPICAL DETAILS on the CONTRACT PLANS. Sufficient quantities of coarse aggregate will be supplied such that the pipe can be laid to grade, properly aligned and jointed in a firm dry trench bottom condition. The depth of excavation and ultimate quantity of coarse aggregate backfill below the bottom of the centerline of the pipe necessary to provide a proper installation shall be at the direction of the ENGINEER. No additional compensation will be made for materials placed beyond the minimum limits indicated by the TYPICAL DETAILS on the CONTRACT PLANS unless authorized by the ENGINEER.

All calculations for payment purposes shall be determined by the number of tons in place as calculated by the unit rate of tonnage provided for in accordance with the BEDDING PAYMENT SCHEDULE as indicated below and included in the TYPICAL DETAILS on the CONTRACT PLANS.

All measured lengths used for the purpose to calculate payment quantities will be based on the length of the trench, considered 3 inches from the outside wall of the base of the structure. The above method of payment shall be in conformance with Sections 602.15 of the SSRBC. A course aggregate cradle will not be required for Ductile Iron Pipe. Any course aggregate placed will be for the Contractor's convenience at his expense. All ductile iron will be placed on a minimum 4" bed of fine aggregate trench backfill.

Trench backfill used to bed ductile iron pipe from the spring line down will be considered incidental to the price bid per lineal foot of ductile iron pipe.

BEDDING PAYMENT SCHEDULE PIPE SIZE (INCH DIAMETER)	UNIT RATE PER LINEAL FOOT (TONS)
8	0.19
10	0.22
12	0.25
15	0.33
18	0.41
21	0.48
24	0.57
27	0.64

This work will be paid for at the contract unit price per ton for GRANULAR CRADLE MATERIAL CA-11 or POROUS GRANULAR BACKFILL, measured as specified herein.

TOPSOIL FURNISH AND PLACE

Add the following paragraph to Article 211.04:

“Topsoil shall be pulverized. A minimum thickness of 3-inches of topsoil shall be placed over the full width of disturbed areas to be sodded.”

Topsoil used to backfill concrete work will not be paid for but shall be considered as included in the various contract items.

SEEDING

Add the following to Section 250 of the Standard Specifications:

“This work includes the installation and maintenance of all seeded areas as shown on the plans. All materials specified are to be new, clean, and free from defects. Contractor shall submit certifications of Seed Mixtures. All grass seed is to be Blue Tag Certified and guaranteed to be 100% free of bentgrass and poa annua (Annual Bluegrass) seed.

Seed Mixture shall be LEGEND Athletic Seed Mix as supplied by Conserv FS or approved equal. Seed mixture to be applied at a rate of eight (8) lbs per 1,000 square feet.

Hydromulch shall be Re-Fiber mix with Tac, or approved equal meeting the same specifications as follows: 67.9% wood fiber blended with 29.1% recycled newsprint, contains a minimum 3% viscous polymer tackifier, and contains an acrylic co-polymer gel to enhance the water-holding capacity of the fiber mulch matrix.

ROOTS 2 Root Growth Biostimulant shall be mixed in the hydroseed ‘charge’ at the time of seeding at a rate of two (2) gallons per acre.

A complete fertilizer such as Parex Starter or approved equal shall be applied. A starter fertilizer with a 1-2-1 ratio shall be applied at time of seeding at such a rate that the following minimum nutrients will be provided.

1. 43.56 lbs of actual nitrogen per acre.
2. 87.12 lbs of actual phosphorous per acre.
3. 43.56 lbs of actual potassium per acre.

Apply starter fertilizer over prepared topsoil turf beds in accordance with manufacturer's instructions. Work fertilizer into soil to a depth of at least two (2) inches.

Apply fertilizer by mechanical rotary or drop type distributor, thoroughly and evenly. Fertilize areas inaccessible to power equipment with hand tools and incorporate it into soil.

SODDING, SALT TOLERANT

Add the following paragraph to Article 252.01:

"All grassed areas disturbed by Contractor's operations shall be restored by sodding, unless otherwise noted. To be acceptable, the sod shall be in a live, healthy condition and be knitted to the soil. Sod shall be growing in place for forty-five (45) calendar days prior to measurement. Only living sod that is acceptable will be measured for payment."

Add the following paragraph to Article 252.02:

"On major roadways (arterial streets, main streets, State and County routes, etc.) sod for public parkway areas and other areas within 25 feet of public roadways shall be salt-tolerant. The sod for most residential streets does not have to be salt-tolerant, at the Engineer's discretion. Sod for other areas shall be native sod matching the species, color, and texture of adjoining grass areas as approved by the Engineer."

Add the following to Article 252.03:

"Sod bed preparation shall include the placement of top soil, including excavating and grading the areas to be sodded to a depth of at least 3-inches below a line connecting the top of the curb and the top of the sidewalk, disposing of the material removed and placing pulverized topsoil on the space so prepared, raked and ready for sodding. The topsoil shall be free from quack grass and weeds and shall be approved by the Engineer before placing. One rolling of the entire surface of the soil shall be made. Existing sidewalks, curbs and trees, and the like, which are not to be removed, shall be protected from damage during the placement of topsoil. Placement of topsoil shall be incidental to the cost of sodding and no separate payment shall be made."

Add the following paragraph to Article 252.04:

"The Contractor is encouraged to refrain from placing sod during the months of July and August, when possible within the required construction schedule. No sod may be placed between November 1 and March 1 unless approved by the Engineer. Regardless of the time of placement and subsequent climatic conditions, the Contractor shall water sod sufficiently to maintain it in a healthy condition until accepted by the Owner. Sod shall be in a moist condition at the time of cutting and shall be kept in a moist condition until it is placed. Sod cut less than 24 hours before placement is preferred. Sod cut more than 48 hours before placement shall not be used."

Add the following to Article 252.06:

"The placement of sodding shall consist of preparing the ground surface and furnishing, transporting, and placing sod and fertilizer required in the sodding operations. Fertilizer having an

analysis of 10-6-4 or having a different analysis but still meeting the 5-3-2 ratio requirements, shall be applied at such a rate that each acre to be sodded shall receive a total of 160 pounds of the three nutrients specified in Article 1081.08. The fertilizer nutrient will not be paid separately but shall be incidental to the cost of sod placement.”

Delete the first paragraph of Article 252.08 and replace it with the following paragraphs:

“Within eight hours after sod has been placed five gallons of water per square yard shall be applied and the entire surface of sod rolled. Thereafter, on days designated by the Engineer, additional water shall be applied to sodded areas at the rate of three gallons per square yard. The number of additional applications shall not exceed ten and these applications will be required within a forty-five (45) calendar day growing period after the sod has been placed. The cost of this watering program shall be incidental to the cost of sodding.

The Contractor shall perform additional watering to maintain sod in a healthy condition. The cost of **additional watering** shall be incidental to the cost of sodding. Any sodding that does not survive will be replaced by the Contractor at his own expense.”

This work will be paid for at the Contract unit price per SQUARE YARD for SODDING, measured in place for the quantity actually installed within the pay limits shown on the Drawings, as hereinafter specified, or as directed by Engineer. Grassed areas to be restored by SODDING include parkways and all other turf areas which have been disturbed by construction activities.

SUB-BASE GRANULAR MATERIAL, TYPE B

Add the following to Division 300 of the Standard Specifications:

If the existing base/sub-grade material is unsuitable as determined by the Engineer, removal and replacement of the existing base to a depth as determined by the Engineer will be paid for as EARTH EXCAVATION and SUBBASE GRANULAR MATERIAL, TYPE B.

The coarse aggregate shall be gravel, crushed gravel, crushed stone, or crushed concrete gradation CA-6.

AGGREGATE BASE COURSE

Section 351 shall apply with the following modifications:

The Contractor shall furnish and place 4 inches or greater coarse aggregate conforming to Article 1004.04 and Article 311.05 (Type B) with a gradation number of CA-6 for use as the base course for driveways and curb and gutter, as shown on the Drawings and as directed by the Engineer. Aggregate base course for pavement patching, driveways, curb, curb and gutter, and sidewalk is incidental to the various contract pay items. Base course shall be placed on the prepared sub-grade. **The coarse aggregate shall be gravel, crushed gravel, crushed stone, or crushed concrete. Crushed slag and grindings from PCC or HMA surface removal operations will NOT be allowed.**

INCIDENTAL HOT-MIX ASPHALT SURFACING

This work shall consist of the preparation of the base, the application of bituminous priming material and the construction of the Hot-Mix Asphalt surface for driveway pavements and speed humps.

The Hot-Mix Asphalt for the Incidental Hot-Mix Asphalt surface shall meet the requirements of Section 406 of the Standard Specifications for Road and Bridge Construction. Areas where the Incidental Hot-Mix Asphalt surfacing will be placed shall have the base primed. The rate of

application of prime will be as specified in Article 406.05.

The Hot-Mix Asphalt mixture may be spread and finished by approved hand methods or a finishing machine approved by the Engineer.

The Hot-Mix Asphalt mixture shall be rolled and compacted to the satisfaction of the Engineer with tandem roller meeting the requirements of Article 1101.01 of the Standard Specifications for Road and Bridge Construction.

This work will be paid for at the contract unit price per ton for "INCIDENTAL HOT-MIX ASPHALT SURFACING", which price shall include all labor, materials and equipment necessary to complete the work. Saw cutting, HMA surface removal, and preparation of the surface for speed hump will not be paid for separately but shall be considered as included in the contract unit price for incidental HMA surfacing.

The cost of Bituminous Materials (Tack Coat) will not be paid for separately but shall be incidental to the unit price per TON for INCIDENTAL HOT-MIX ASPHALT SURFACING.

PORTLAND CEMENT CONCRETE PAVEMENT

General

Portland Cement Concrete Pavement shall be constructed in accordance with Section 420 of the "Standard Specifications", except that the final finish shall be obtained by the use of two (2) separate burlap drags, having a double thickness, be at least four (4) feet wide and two (2) feet longer than width of slab under construction. The burlap shall be attached to a bridge riding on pavement forms and be kept saturated while in use. It shall be laid on the pavement surface and dragged in the direction pavement is being laid, with approximately two (2) feet of width in contact with the pavement surface. The burlap drag shall be kept clean and free of hardened concrete. The Engineer may require changes in belting, burlapping and equipment to produce desired final surface texture. The Portland cement concrete mixture used shall be in accordance with Section 420 except with a cement ratio that will attain 3,500 PSI in 7 days.

Longitudinal Center Joints

The concrete pavement shall be built so as to have a longitudinal center joint. Said longitudinal joint shall extend along the center line of the pavement the entire length of the improvement. The joint shall be made by installing a specially fabricated dowel bar assembly. Deformed steel tie bars one-half (1/2) inch diameter and two and one-half (2-1/2) feet in length shall be placed through the longitudinal joint. Each bar shall be held in rigid horizontal position with an approved dowel bar assembly. It can be identical assembly as one used for transverse contraction joints. The entire length of the longitudinal joint will be sawed and filled with hot-poured joint sealer of the type for joints in concrete, S.S-5-164.

Furnishing all material, labor and equipment for installing of said longitudinal joint and tie bars assembly shall not be paid for directly, but shall be considered incidental to the construction of the Portland Cement Concrete Pavement.

Transverse Expansion Joints

Transverse expansion joints shall be placed throughout the entire improvement across the concrete pavement at right angles to the center thereof and at intervals of sixty feet (60') measured along said center line. The expansion joints shall be made by placing and leaving in place prior to laying the concrete mixture for the pavement, bituminous pre-molded joint filler conforming to the requirements of Article 751.03 of the "Standard Specifications". Said joint filler

shall be one inch (1") in thickness and shall extend vertically from a point one inch (1") below the top of the subgrade to a point one-half inch ($\frac{1}{2}$ ") below the finished grade of the pavement. The intervening space between the top of said joint filler and the finished grade of the pavement shall be filled with Asphalt P.A.F.-3.

Load transfer across said expansion joints shall be accomplished by installation of one inch (1") round, pre-coated, smooth steel bars eighteen inches (18") long at twelve inch (12") center through said joint filler, or by other load transfer device approved by the Engineer. One end of each of said steel bars shall be furnished with a metal or fiber cap to provide one inch (1") of expansion space. Said steel bars shall be maintained rigidly in proper alignment by approved means.

All manhole frames and other fixed objects, with the expansion of frames otherwise mentioned in those specifications, shall be separated from the concrete pavement by a joint filler of the same thickness and character as hereinbefore specified for expansion joints, which joint filler shall extend through the entire thickness of the pavement. Said joint filler shall be placed in such a manner as to form a square whose sides will be fifteen inches (15") from the upper outside edges of the frames.

Furnishing all labor, equipment, and materials for installation of said expansion joints, load transfer devices and reinforcing steel shall not be paid for directly, but will be considered incidental to the construction of the Portland Cement Concrete Pavement.

Contraction Joints

Sawed contraction joints or other type of contraction joints which may be approved by the Engineer but all with the pre-coated, smooth dowel bar assembly, shall be placed throughout the entire improvement across the concrete pavement at right angles to the center thereof at intervals of fifteen feet (15') between expansion joints or as directed by Engineer in accordance with the detail shown on plans. All saw contraction joints shall be filled with hot-poured joint sealer. Furnishing all labor, equipment and materials for the installation of said contraction joints including dowel bar assembly shall not be paid for directly, but will be considered incidental to the construction of the Portland Cement Concrete Pavement.

Mixing and Placing Concrete

Concrete shall be mixed and placed in accordance with the requirements of Section 420 of the "Standard Specifications", insofar as the same may apply. While being placed, the concrete shall be vigorously vibrated by the use of a mechanical vibrating device, and spaded to eliminate voids or honeycomb pockets and bulkheads. The concrete shall be struck off, so that the upper surface shall conform to and be a sufficiently higher than the contour herein specified for the upper surface of the finished pavement, to give the specified thickness of pavement herein required. The strike board shall be moved forward with a combined longitudinal and transverse motion, and so manipulated as to tamp the concrete thoroughly. A slight excess of material shall be kept in front of the cutting edge at all times. The entire area of the pavement shall be struck off and tamped, so executed as to insure maximum compaction.

Finished Concrete

After the vibrating and the tamping has been completed, the pavement shall be rubbed smooth of all ridges and depressions and brought to a true and even surface by the use of wooden floats. A split float, shaped on the underside to conform to the contour of the pavement, shall be used for finishing the concrete on both sides of the longitudinal joints, hereinbefore specified.

The edges adjoining the transverse expansion joint and the form shall be tooled with an edging tool having a radius of one-quarter inch ($\frac{1}{4}$ ").

After the floating has been completed, the surface of the pavement shall be tested with a notched straight edge, ten feet (10') in length. This straight edge shall be placed over the transverse joints and between the same at frequent intervals, parallel to the center line of the pavement and moved across from side to side. Any vibration in excess of one-eighth inch ($\frac{1}{8}$ ") above or below the general established contour of the pavement shall be rubbed with a long handled float and the irregularities corrected until the straight edge shall show a bearing for its entire length.

Workmen shall not walk on freshly laid concrete and no one shall be allowed on the concrete after it has been worked into form and shape until it has entirely hardened. The entire surfacing of the concrete pavement shall be done from a bridge, not less than one foot (1') in width which shall not come in contact with the concrete pavement at any point. Two (2) of said bridges shall be provided for each concrete mixing gang. Two bridges shall be maintained in constant readiness to be immediately moved into position, to provide access for finishing, tooling and edging joints, adjusting and refinishing damaged portions of the finished surface.

Protection and Curing

Protection and curing shall comply with the requirements of Section 420 of the "Standard Specifications". The contractor will be required to use polyethylene sheeting method for curing the pavement.

Backfilling

All pavements shall be backfilled prior to opening the alley. Backfill shall consist of topsoil or crushed stone gradation CA-16 as directed by the Engineer. Topsoil backfill and preparation of the adjacent surfaces prior to backfilling will not be paid for separately. Crushed stone will be paid for at the contract unit price per TON for CRUSHED STONE, CA-16.

Basis of Payment

Payment for Portland Cement Concrete Pavement - 8" will be paid for at contract unit price per square yard and shall be based on P.C.C. pavement cross-section with an eight inch (8") uniform thickness. The unit price shall include payment for all materials, labor, tie and dowel bars, expansion joints, saw cutting and equipment necessary for construction of 8" thick Portland Cement Concrete Pavement.

INTEGRATED PORTLAND CEMENT CONCRETE SPEED CONTROL BUMP

This item shall consist of constructing speed control bumps which are fully integrated and monolithic with the construction of Portland Cement Concrete alley pavement at locations as directed by the Engineer.

The integrated speed bumps shall be built at the same time as the construction of the alley pavement. The speed bumps shall be constructed to form a height of 2" above the finished grade of the alley pavement. The edge of the speed bump shall be one (1') foot from the edge of alley pavement. The width shall be as shown in the detail drawings and dependent on the finished width of alley pavement.

Transverse expansion joints shall be placed on each side of the speed bump. Said joint filler shall be one inch (1") in thickness and shall extend vertically from a point (1") below the top of sub grade to a point one-half ($\frac{1}{2}$ ") below the finished grade of the pavement.

Installation of one inch (1") round, pre-coated, smooth steel bars eighteen inches (18") long at twelve inch (12") center shall be done through said joint filler. One end of each of said steel bars shall be furnished with a metal or fiber cap to provide one inch (1") expansion space.

Depending on the length of PCC Pavement, two to four control bumps will be installed per alley. Exact locations will be determined with the engineer.

Basis of Payment

The work will not be paid for separately but will be incidental to the various pay items.

PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT

Add the following paragraphs to Article 423.01:

"Materials: - Materials for concrete shall be in accordance with Section 420 as applicable. Class SI concrete shall be used. Forms shall be a minimum of 2" x 8" lumber or its approved equal, held in place by stakes or braces with the top edges true to line and grade. The driveway pavement shall be six (6") inches or eight (8") inches thick. Three-quarter (3/4") inch thick expansion joint material shall be placed between the curb and the full width of the proposed driveway. Contraction joints shall be provided.

"Aggregate Base Course required for necessary grading will not be paid for separately and constructed in accordance with section 351 of the Standard Specifications."

Curing and Protection: Curing shall be in accordance with Article 1022.01. Curing compound shall be Type III. Protect all surfaces from sun. During hot weather, keep temperature of concrete below 90 degrees Fahrenheit. During cold weather, keep temperature of concrete between 50 degrees F and 70 degrees F for 3 to 5 days. Protect from frost and rapid drying for 6 days. The Contractor shall be solely responsible for protecting his work from vandalism. **All vandalized concrete work shall be removed and replaced at the Contractor's expense.**"

This work will be paid for at the Contract unit price per SQUARE YARD for PORTLAND CEMENT CONCRETE (PCC) DRIVEWAY PAVEMENT, of the thickness specified, measured in place. Payment shall be made for the quantity of pavement actually installed within the pay limits shown on the Drawings or as directed by Engineer.

The Contract unit price for PCC DRIVEWAY PAVEMENT shall be payment in full for all materials, labor, and equipment required for: final grading of aggregate base course; reinforcement, if required; pavement placement, curing, and protective coating; and all related work required to complete the installation which is not included under other Payment Items. Earth excavation and/or addition of coarse aggregate to driveway subgrade and final grading will not be paid for separately but shall be considered as included in the contract unit price for concrete driveways.

PCC DRIVEWAY PAVEMENT installation outside the limits shown on the Drawings due to damage caused by Contractor's operations or for Contractor's purposes shall be considered incidental to combined sewer, relief sewer, storm sewer, and sanitary sewer, construction and no separate payment shall be made.

PROTECTIVE SEALER

To reduce the penetration of salt, the number one cause of repair corrosion, spalling and cracking, a protective surface treatment consisting of Chem-Trete BSM 20 or equal shall be

applied to the surface of the Portland Cement Concrete Pavement. Before the surface treatment mixture is applied, the concrete surface shall have a minimum curing period of 28 calendar days. Prior to the application of the mixture pavement surface shall be cleaned to remove all oil, grime, and loose particles which would prevent the mixture from penetrating the concrete. If Chem-Trete BSM 20 will be used for protective surface treatment, Sodium Silicate Curing Compound shall be applied for concrete curing. Unless otherwise directed by the Engineer, the temperature of concrete and the air shall be 50 deg. F or higher at the time of application.

Working days will not be charged to the Contractor during curing period of Portland Cement Concrete Pavement.

Contractor will be required to apply protective coat to concrete curb and sidewalk. This work will not be paid for separately but shall be considered incidental to the respective pay items. This work will be paid at the contract unit price per square yard, measured in place, for PROTECTIVE SEALER, which price will be payment in full for cleaning the surface of the concrete pavement and appurtenances and for the applications of Protective Sealer.

PORTLAND CEMENT CONCRETE SIDEWALK

Add the following sentences to Article 424.01:

“The Work shall also include adjustments to surface elements such as buffalo boxes, valve covers, manhole covers, vault covers, etc. to final grades.”

Add the following sentences to Article 424.02:

“Curing shall be in accordance with Article 1022.01. Curing compound shall be Type III. Protect all surfaces from sun. During hot weather, keep temperature of concrete below 90 degrees Fahrenheit. During cold weather, keep temperature of concrete between 50 degrees F and 70 degrees F for 3 to 5 days. Protect from frost and rapid drying for 6 days.” The Contractor shall be solely responsible for protecting his work from vandalism. **All vandalized concrete work shall be removed and replaced at the Contractor's expense.**”

Add the following sentences to Article 424.04:

“Earth excavation and/or addition of coarse aggregate to sidewalk subgrade and final grading will not be paid for separately but shall be considered as included in the contract unit price for concrete sidewalk.”

Add the following paragraphs to Article 424.06:

“Concrete placement will be permitted if air temperature is 40 degrees Fahrenheit or higher. Concrete pours shall be ended at expansion or control joints. Partial slabs shall not be allowed. The surface shall be divided by control joints extending to the depth of the slab. Control joints shall be tooled first, saw-cut to proper depth and shall be spaced at 5-foot or other uniform intervals as directed by the Engineer. All edges and intermediate joints of sidewalks shall be shaped with an edging tool having a ½ inch radius. Surfaces of sidewalks shall have a light broom finish, except handicapped ramps at intersections, which shall be finished as shown on the Drawings.

All sidewalk removed shall be formed within 3 working days of removal. New sidewalk shall be poured within 1 working day of being formed. The forms shall be removed within 1 working day after the concrete pour and the restoration adjacent to new sidewalk shall be done with 24 hours after removal of the forms. All low areas shall be filled in to match the surrounding grades within 72 hours of the sidewalk being poured.

The Contractor shall be solely responsible for protecting his work from vandalism. All vandalized concrete work shall be removed and replaced at the Contractor's expense”

Add the following paragraphs to Article 424.09:

“The product used for detectable warnings shall be Prefabricated Detectable Warning Panels (Red Brick) (5 feet x 2 feet; other sizes of detectable warning tiles shall be pre-approved by the Engineer) manufactured by one of the following:

- > Access Products, Inc. (888-679-4022)/ Supplier (630-689-7574)
- > Armorcast Products Company (818-982-3600)
- > Detectable Warning Systems, Inc. (866-999-7452)
- > www.TUFTILE.com (888-960-8897).”

HOT-MIX ASPHALT SURFACE REMOVAL

In addition to the requirements of Section 440 of the Standard Specifications, the Specifications shall be modified to include the following:

This work shall consist of removing the existing bituminous surface and underlying HMA base, PCC base, brick base, or aggregate base at varying depths to the limits specified on the plans and/or as directed by the Engineer in accordance with the applicable portions of Section 440 of the Standard and Supplemental Specifications. The provisions of Article 440.03 of the Standard Specification should be modified to include the following:

Pavement patching shall be completed after the pavement is milled. The ENGINEER will inspect the milled pavement and identify the areas which will require pavement patching. If new curb and gutter is part of the project, the curb and gutter shall be constructed prior to the start of the milling operation.

HMA Surface Removal, Variable Depth shall include any additional passes of the milling machine required to remove an existing quarter crown and establish the proposed pavement cross slope as shown on the plans. These operations shall be considered incidental to the work, and no separate payment shall be made.”

This work will be paid for at the Contract unit price per SQUARE YARD for HOT MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH outside of the standard trench width, but within the payment limits for full-width street resurfacing shown on the Drawings and/or as directed by the Engineer.

Basis of Payment: This work will be paid for at the Contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL, which price shall include all labor, material and equipment necessary to perform the work as specified herein.

Cold milling outside the pay limits specified to repair damage caused by Contractors operations or which have been removed/replaced for Contractor's purposes shall be considered incidental to combined, relief, storm, and sanitary sewer construction and no separate payment shall be made.

REMOVAL OF EXISTING DRIVEWAY PAVEMENT AND SIDEWALK

This work shall consist of the removal and satisfactory disposal of all existing pavement, base course, stabilized sub-base including driveway pavement and sidewalk.

Refer to Article 440 of the Standard Specifications for Road and Bridge Construction.

Driveway Pavement Removal shall be paid for at the CONTRACT unit price per square yard and Sidewalk Removal shall be paid for at the CONTRACT unit price per square foot and include all costs of breaking, saw-cutting where necessary or as directed by the Engineer, removing and disposing of said pavement or sidewalk.

DRIVEWAY PAVEMENT REMOVAL shall include removal of brick and curb/gutter and preparation of the sub-grade for the placement of top soil and sodding. Placement of Top Soil and Sodding is paid separately.

PAVEMENT PATCHING

Add the following paragraph to Article 442.01:

“Class B (also called Type B on the Drawings) patches shall conform to Section 353-Portland Cement Concrete Base Course and Class D (also called Type D on the Drawings) patches shall conform to Section 355 – Hot-Mix Asphalt (HMA) Base Course. Existing pavement is to be removed and replaced in accordance with the Drawings. The quantification sub-types: I, II, III, and IV, shall not apply.”

Delete Note 1 of Article 442.02 and replace with the following:

“Note 1. For Class B pavement patches, Early Strength Patching Mixture as specified in Article 1020.05(g)(1) shall be utilized.”

Add the following sentences to the first paragraph of Article 442.05:

“The Contractor shall saw-cut existing pavements to full depth, along the line of the maximum allowable trench width as showing on the Drawings. All excavated material including paving bricks shall be properly disposed of off-site. No drop hammer and/or guillotine-type concrete breakers/cutters shall be utilized for pavement removal. **No earth saw shall be utilized to saw-cut pavement.**”

Add the following sub-paragraph to Article 442.06 Paragraph (a) Subparagraph (2):

“On streets having a concrete base and HMA overlay, PCC concrete base patches will be 2 inches below existing pavement surface.

Add the following to Article 442.08 - Class D Patching:

“(e) Hot-Mix Asphalt Mixture for Patching Potholes (Hot Mix and Cold Mix). This work shall consist of the removal of loose and broken pavement and the construction of a temporary HMA concrete patch on the existing roadway to be used to maintain traffic during construction as specified at locations designated by the Engineer. Between April 15 and December 1, Hot Mix shall be applied and the MHA mixture shall conform to Section 406. Between December 16 and April 14, Cold Mix may be used.”

This work will be paid for at the Contract unit price per SQUARE YARD for CLASS B PATCHES (HIGH EARLY STRENGTH), 9” and CLASS D PATCHES of the thickness shown on the Drawings, measured in place. Payment shall be made for the quantity of patch actually installed within the pay limits shown on the Drawings or as directed by Engineer.

These Contract unit prices shall be payment in full for all materials, labor and equipment required for: saw-cutting (full depth), removal, and disposal of existing pavement and sub-base to proposed subgrade; furnishing, placement and final grading of aggregate base course, new paving materials and installation; furnishing and installing contraction joints, dowel bars, and expansion joints as required; finishing and additional reinforcement where required for concrete

pavement; and related work required to complete the installation which is not included in other Payment Items.

STORM (COMBINED) SEWERS

Delete Article 550.01 and replace it with the following:

“550.01 Description. This work shall consist of constructing combined, relief, and storm sewers of the required inside diameter with necessary fittings and appurtenances.”

Delete Article 550.03 and replace it with the following:

“550.03 Pipe Material Requirements. Pipes used in sewer construction shall be as follows and as indicated on the drawings. Pipes shall be of uniform material and structural class between structures:

- (a) Combined sewers 4 to 15 inches in diameter and more than 5 feet deep; relief sewers 4 to 15 inches in diameter and more than 5 feet deep; and sanitary service connection piping other than specified in Paragraph d following - Poly-vinyl chloride (PVC) pipe conforming to ASTM D-3034 having joints conforming to ASTM D-3212. Pipe shall be a solid wall product not thinner than SDR 26 with minimum stiffness of 115 psi. Where minimum separation requirements between sewer pipe and water main are not met, the use of Poly-vinyl chloride (PVC) pipe conforming to AWWA C-900 and rated for 150 psi (DR18) having joints conforming to ASTM-3139 and ASTM F-477 is required.
- (b) Combined sewers 16 to 24 inches in diameter and more than 5 feet deep; and, relief sewers 16 to 24 inches in diameter and more than 5 feet deep (alternate bid item) - Poly-vinyl chloride (PVC) pipe conforming to ASTM F-679 having joints conforming to ASTM D-3212 and a solid wall not thinner than SDR26 with minimum stiffness of 115 psi may be used in lieu of DR25 pipe at Contractor's option. Where minimum separation requirements between sewer pipe and water main are not met, the use of Poly-vinyl chloride (PVC) pipe conforming to AWWA C-905 and rated for 165 psi (DR25) having joints conforming to ASTM-3139 and ASTM F-477 is required.
- (c) Catch basin and inlet leads; relief sewers 4 to 24 inches in diameter and 5 feet or less in depth or where indicated on drawings; sanitary sewer service connection piping crossing under other utilities; and, combined sewers 4 to 24 inches in diameter where indicated on drawings - Ductile iron pipe conforming to ANSI 21.51 (AWWA - C151); of a minimum thickness Class 50 as designed per ANSI A21.50 (AWWA - C150) except as designated on the Contract Drawings; tar (seal) coated per ANSI A21.4(AWWA - C104); and, with push-on joints per ANSI A21.11(AWWA - C111).”

Add the following paragraphs to Article 550.04:

“The width and depth of trench excavation for all pipes shall be as shown on the Drawings. Along the proposed pipe alignments indicated on the Drawings, Contractor shall remove the surface materials only to such widths as will permit a trench to be excavated, which will afford sufficient room for efficient and proper construction. Where sidewalks, driveways, pavements, and curb/gutter are encountered, care shall be taken to protect such against fracture or disturbance beyond these working limits.

Prior to the placement of all pipes, bedding shall be placed on the trench bottom, compacted and

shaped to receive the pipe. Bedding shall consist of crushed gravel or crushed limestone conforming to CA-7, CA-11, or CA-13 of Section 1004 for RCP and DIP sewers, and ASTM D2321 Class IB for PVC Sewers. Geotextile filter fabric, Trevira 1114 or equal, shall be provided to encase the pipe bedding and initial pipe cover in trenches through wet, soft, and/or granular native soils and elsewhere as directed by Engineer. The geotextile fabric shall be placed as shown on the Drawings.

The trench shall be excavated to the alignment and depth required and may be advanced up to 50 feet ahead of the pipe laying operation during working periods and up to 20 feet ahead of pipe laying operations during non-work periods. Trenching operations shall be terminated at the end of each day's work in locations which do not obstruct roadways, alleys or driveways. In general, the length of open trench shall not exceed 70 feet from the forward cut to the completely backfilled trench nor shall more than one street crossing be obstructed by the same trench at any one time. Open cut excavations shall be reduced to a maximum length of 30 feet for overnight protection.

Roadway restoration activities, except installation of final HMA surface course, shall be carried out such that no more than 1,000 lineal feet of permanent roadway is removed at any one time for each open-cut pipe installation operation; no more than 1,000 feet of permanent roadway is removed per active mainline sewer or water main installation crew; and, such that the period that the permanent roadway removed at any location does not exceed thirty (30) calendar days, without the approval of the Engineer. In no case, however, shall the total length of permanent roadway removed exceed 2,500 lineal feet regardless of the number of open-cut sewer or water main construction operations (active mainline crews) underway. Roadways shall be reinstated as soon as possible after sewer and water main installation.

Contractor shall conduct dewatering as necessary to maintain the water table level below the trench bottom prior to and during pipe laying, jointing and backfilling. The dewatering operation, however accomplished, shall be carried out so that it does not destroy or weaken the strength of the soil under or alongside the trench.

Contractor shall divert all sanitary flow around the construction area by means of flumes or temporary by-pass pumping systems. Pumping shall be sufficient such that no backing up of sanitary flow will occur. Contractor shall be responsible for all damage resulting from negligence in creating restrictions to flow within the sewer system. Contractor shall not interrupt the flow from individual sanitary services for more than four hours. Sanitary flows shall not be diverted into catch basins or relief sewers.

Open-cut trenches shall be supported as required to fully protect life, existing utilities, adjacent structures, pavements, and the Work. Trench support is an integral part of the Contractor's means and methods. The Contractor shall employ the services of a registered (Illinois) Structural Engineer, registered (Illinois) Professional Engineer, Geotechnical Engineer, and other professionals as necessary to prepare designs of support systems. The support systems shall conform to Federal laws, State laws and municipal ordinances. The minimum protection shall conform to the recommendations in O.S.H.A. Safety and Health Standards for Construction. A sand box or trench shield may be used as permitted by O.S.H.A.

For sewers located in unpaved areas, augering construction shall be made where the sewer passes within a distance of tree diameter times 8 or 8 feet, whichever is greater, from trees. For sewers located in paved areas, augering construction shall be made where the sewer passes within a distance of tree diameter times 5 or 8 feet, whichever is greater, from trees. The auger shall be approximately 6 inches larger than the outside diameter of the pipe bell and extend not

less than 10 feet or as shown on drawings, whichever is greater, from the base of the tree in both directions. The annular space between pipe and auger wall shall be filled with granular material. Augering work shall be considered incidental to the construction of sewers and no separate payment shall be made.”

Delete the first paragraph of Article 550.05 and replace it with the following:

“Sewers designated on the Drawings to be abandoned shall be filled with Controlled Low-Strength Material (CLSM), unless otherwise specified by the Engineer. CLSM shall meet the following requirements:

- (a) **Materials.** CLSM shall consist of a mixture of portland cement, fly ash, fine aggregate, and water proportioned to provide a backfill material that is self-compacting and capable of being excavated with hand tools if necessary at a later date. All materials shall meet the following requirements:

Portland Cement, Type I	Section 1001
Water	Section 1002
Fine Aggregate (Natural Sand)	Section 1003.02
Fly Ash	Section 1010.02

- (b) **Proportioning.** Materials for CLSM shall be proportioned as follows:

Portland Cement	50 lbs.
Fly Ash	300 lbs. (if Type F) or 200 lbs. (if Type C)
Fine Aggregate (Saturated Surface Dry)	2900 lbs.
Water	45-65 gallons

These quantities will yield approximately one cubic yard of CLSM of the proper consistency. The flowability shall be observed by the Engineer and the water content adjusted within the specified limits to produce desired results. The CLSM shall be ready-mixed as specified in Section 1020.11 of the Standard Specifications. Sufficient mixing capacity shall be provided to permit the CLSM to be placed without interruption. The mixer drum shall be completely emptied prior to the initial batch of CLSM to ensure that no additional cement fines are incorporated into the mix.

- (c) **Placement.** The CLSM shall be discharged directly from the truck into the space to be filled, or by other methods approved by the Engineer.”

Add the following paragraphs to Article 550.06:

“Laying of sewer pipe shall be accomplished to line and grade in the trench only after it has been dewatered and the foundation and/or bedding have been prepared. Mud, silt, gravel, and other foreign material shall be kept out of the pipe and off joint surfaces. All pipe laid shall be retained in position so as to maintain alignment and joint closure until sufficient backfill has been completed to adequately hold the pipe in place.

Pipe alignment shall not deviate by more than 0.5 inch or 0.25 inch per foot of diameter, whichever is greater, from true vertical alignment; or 2.0 inches or 0.5 inch per foot of diameter, whichever is greater, from true horizontal alignment, prior to and following placement and compaction of backfill. Sewers found to vary from these alignment criteria shall be excavated and relayed or otherwise corrected as approved by the Engineer.

Contractor shall check line and grade of each pipe section installed with laser beam; and, in the

event they do not meet specified limits described hereinafter, the work shall be immediately stopped, the Engineer notified, and the cause remedied before proceeding with the Work.

Installation of PVC sewers shall conform to ASTM D2321. After installing any sewer on the bedding and the joint made, backfilling to one foot above the crown of the pipe shall be placed to form a granular encasement. The pipe shall be laid so that it will be uniformly supported for the entire length of its pipe barrel fully bearing on the aggregate cradle. No blocking of any kind will be permitted to adjust the pipe to grade.

All branch sewer connections shall meet the structural, jointing, and water-tightness requirements for the mainline pipe to which they are made. Break-in-connections will not be allowed. Connections of pipe 18-inches in diameter or smaller to RCP may be made using cast-in or cored-in flexible couplings meeting ASTM C-923, or precast wye or tee fittings as approved by Engineer. Connections of pipe larger than 18-inch diameter to RCP shall be with pre-cast wye or tee fittings as approved by Engineer. Connections to PVC or DIP shall be made using factory-made wye or tee fittings. Tapping saddles may NOT be used for connections to PVC pipe. Connections may be tees or wyes at Contractor's option, unless shown otherwise on the Drawings.

Plugs for pipe branches, stubs, or other open ends, which are not to be immediately connected, shall be made of an approved material and shall be secured in place with a joint comparable to the main line joint. Stoppers may be of an integrally cast breakout design.

Shear resistant couplings as manufactured by Fernco Inc. or approved equal shall be used for connections of new pipe to existing pipe, and where dissimilar pipe and joint materials are encountered. Connections may not be made with only stainless steel shear rings. An associated bushing is required at all connections."

Add the following paragraphs to Article 550.07:

"Covering of the pipe to a depth of one-foot over the top of the pipe shall be performed by a method which assures that materials fill and support the haunch areas of the pipe, encasing the pipe to the limits as indicated. The aggregate shall be placed in layers not exceeding six inches (6") in thickness and carried up at the same levels on both sides of the pipe. Each layer shall be thoroughly compacted and tamped under and around the pipe.

Cover and backfill shall be compacted in accordance with Method 1 or Method 3, and shall achieve a Standard Proctor Density of not less than 95 percent as tested in accordance with Section 106. To facilitate compaction by Method 3, the Contractor shall provide a well point/pump system, sump pits and pumps, or other proactive procedures approved by the Engineer for extracting the water used for backfill compaction from the pipe bedding material. The spacing between extraction points shall be sufficient to assure adequate water velocities for the jetting process and to assure that the backfill and/or bedding will not become over-saturated such that compaction is lost. In any case, jetting water extraction points shall be located not more than 400 feet apart.

Following completion of the backfilling process, the final layer of backfill shall also be inundated with water in accordance with Method 2. The Contractor shall repair any subsidence which occurs prior to paving by adding additional backfill material and compacting in accordance with Method 1.

Contractor shall repair any subsidence greater than 1½ inches which occurs following paving by removing paving, installing additional backfill, compacting in accordance with Method 1, and re-installing paving. Contractor shall repair any subsidence 3-inches or less which occurs following base course paving by installing additional leveling binder immediately prior to installation of the

bituminous surface course. Contractor shall repair any subsidence, which occurs following installation of bituminous surface course by installation of additional surface course. The unsettled pavement surrounding the subsidence area shall be milled to a depth of 1½ inches for at least the full lane width each way of the subsidence transverse to the direction of traffic and 20-feet each way of the subsidence longitudinal to the direction of traffic.

Concrete pavement displaced more than ½ inch by subsidence shall be removed and replaced to the nearest contraction joints, expansion joints, curbs, or transitions to other pavement types, as applicable. The cost of correcting subsidence, including additional paving, shall be borne by the Contractor at no additional cost to the Owner, whether that subsidence is caused by the Contractor's failure to adequately compact backfill or otherwise perform the Work, or is inherent in the construction methods utilized, including tunneling.”

Add Article 550.11 which shall read as follows:

“Contractor shall be responsible for all on-site and off-site testing for the Work performed under this Section. Contractor shall retain the services of an independent certified testing laboratory to perform all testing. All testing shall be in accordance with Section 106 of this Specification and the Standard Specifications. Copies of all on-site and off-site test reports shall be submitted to the Engineer. Certified test reports will be acceptable for material proposed to be incorporated into the Work; however, final acceptance will be based on the material as it is actually incorporated into the Work. Testing shall including the following:

Pre-construction and Post-construction Sub-surface Videotaping. Prior to commencing construction and following completion of construction, Contractor shall conduct a closed-circuit internal television inspection of existing mainline combined, storm and sanitary sewers along the routes of the proposed relief sewer, combined sewer, and water mains. The purpose of the televising is to document the condition of the existing sewers prior to the start of the construction and any change in condition, which occurs as a result of construction. Following completion of sewer and water main installation, infiltration/exfiltration testing, backfill compaction testing, and deflection testing, but before final restoration and placing sewers in service, the Contractor shall conduct an internal television inspection of all new mainline sewers 48 inch in diameter or smaller. Inspection of new mainline sewers shall be performed in the presence of the Engineer.

The closed circuit camera and other televising equipment used shall be specifically designed for sewer line inspection. The camera shall be cable drawn. The camera shall be high-resolution color and shall be equipped with a lighted, pivoting head to view branch connections. For sewers 24-inches and larger, the camera shall be mounted on an appropriately sized skid so that the camera is centered in the sewer. Camera pull speed through the mainline pipe shall not exceed 30 feet per minute, the camera should be paused at every connection, and the camera panned to view the full interior of the connection. Crawler-type cameras shall not be used unless the sewer cannot be televised using cable drawn equipment, such as dead-end sewers or sewers so obstructed that pulling cables cannot be installed. If, during the internal inspection, the camera cannot pass through the entire sewer from a single set-up, the sewer internal inspection shall be completed using a reverse set-up from an adjacent manhole. If the sewer cannot be inspected over the remainder of its full length using the reverse set-up, Contractor shall notify the Engineer immediately while the camera remains in the sewer.

Contractor shall record the internal inspection on DVD format. Each DVD made shall be labeled and shall be consecutively numbered. An index of each videotape shall be provided which includes tape number, street/alley location (including names of end-blocks), beginning manhole number, ending manhole number, length of sewer, diameter of sewer, beginning and ending tape

counter numbers. Contractor shall utilize the Owner's manhole numbering system (available through Engineer) to identify the existing sewer sections televised. For post-construction inspection of new sewers, the manhole numbering system shown on the Drawings, prefaced by "City of Evanston, 2025 Alley and Sidewalk Improvements" or other project designation, shall be utilized. The upstream manhole number, downstream manhole number and footage from beginning manhole shall be superimposed on the video image.

Contractor shall also prepare a written report for each section of sewer televised. Each report shall be labeled "City of Evanston, 2025 Alley and Sidewalk Improvements" and shall be coordinated with the DVD. For each sewer section televised, the report shall include: date of inspection, videotape reference number including counter readings, street location (including names of end-blocks), beginning manhole number, ending manhole number, length of sewer, diameter of sewer, and pipe material. The report shall note the locations (as a distance from the beginning manhole) the locations, orientations (o'clock position) and appropriate size parameters of: service and other connections; pipe defects, such as cracks, offsets, sags, deformations and break-in connections; water infiltration; mineral, grit, and grease build-ups; root intrusions; and, other irregularities.

This work shall be paid for at the contract unit price per LUMP SUM as PRE AND POST SUB-SURFACE VIDEOTAPING.

Internal Television Inspection: Following completion of open-cut sewer installation, infiltration/exfiltration testing, backfill compaction testing, and deflection testing, but before final surface is installed, the Contractor shall conduct an internal television inspection of all mainline sewers installed. The television camera used shall be high resolution color, shall be equipped with a revolving head capable of viewing up service connections, and shall be equipped with a footage counter which records on the videotape. For televising pipes 54-inches and smaller, the camera shall be stopped at each lateral connection and the camera head rotated to give a full view of the interior of the lateral. DVD format shall be made of the internal inspections and given to the Owner. This work will be measured and paid for at the contract unit price LUMP SUM as CLOSED CIRCUIT TV INSPECTION, which price includes all labor, material and equipment necessary to complete the work.

The contractor shall furnish the CCTV tape within three (3) working days after the completion of the sewer work in each alley. The alley may not be paved until acceptance of the sewer work.

Storm sewers and combined sewers shall be paid on a Contract unit price basis per LINEAR FOOT of sewer of the diameter, material, and strength class actually installed. Payment items are defined below for the various sizes, classes, and materials used, including RCP (reinforced concrete pipe), DIP (ductile iron pipe), and PVC (poly-vinyl chloride) pipe.

The Contract unit prices for RCP, DIP, and PVC sewers shall be payment in full for all materials, labor, and equipment required for: site preparation, including removal, replacement and/or repair of fences and other site objects; trench excavation, including removal and disposal of existing sewer pipes, structures, and excess excavated materials; protection, support and repair of damage to existing utilities; support of trench walls, including shoring and bracing; dewatering of trenches; temporary pumping of flows in existing and new sewers; sewer pipe, including fittings, fittings as necessary to reconnect catch basin outlet leads, risers, adapters, couplings, collars and other components; connection of existing sewers to the proposed sewer; abandonment of existing sewers where called out on the Drawings, including filling and placement of required plugs; deflection testing of sewers; correction of defects; and, other

related work required to complete the installation which is not included under other Payment Items.

Measurement of this Payment Item shall include all straight sections of pipe and all bends and other fittings, including wyes, tees, reducers and rubber check valves actually installed. The measurement for relief and combined sewers of the materials and sizes specified shall not include the distance through base tee manholes, other manholes, and drop structures. In the case of cast-in-place structures, the distance not included in relief and combined sewer measurement shall be the length from outside of the structure wall on the upstream side of the structure to the outside of the structure wall on the downstream side of the structure as shown on the Drawings. In the case of precast structures, the distance not included in relief and combined sewer measurement shall be the distance between the first joints in standard pipe sections upstream and/or downstream of the structure. Measurement and payment for manholes, base tee sections and other structures shall be made under the appropriate Payment Items for these structures.

This item shall not include the costs of installations and adjustments of sanitary and water services, which shall be paid for in accordance with the appropriate Payment Items. Adjustment of other existing house service utilities, including gas, electric, cable TV and telephone services, shall be considered incidental to the Work and no separate payment shall be made.

This item shall not include the cost of pavement, sidewalk, driveway, and curb/gutter removal and disposal within the pay limits shown on the Drawings. Roadway, sidewalk, driveway, and curb/gutter removal/replacement within pay limits or as directed by the Engineer shall be paid for in accordance with the appropriate Payment Items.

Roadway, sidewalk, driveway, and curb/gutter removal/replacement outside the pay limits shown on the Drawings required for completion of the Work or for Contractor's purposes shall be incidental to combined sewer, relief sewer, storm sewer, and sanitary sewer construction and no separate payment shall be made.

ADJUSTING SANITARY SEWERS AND WATER SERVICE LINES

Add the following subparagraphs to Article 563.01.

(a) Adjusting and Reconnecting Sanitary Sewer Services. Work under the Payment Item "ADJUSTING SANITARY SEWER SERVICE" shall consist of installation of a new tee or wye fitting at the proposed or existing mainline combined sewer, if necessary, and installation of new sanitary sewer service pipe from the combined sewer to the existing sanitary sewer service line 2 feet beyond the outer face of curb, as shown on the Drawings and/or as directed by the Engineer. Work under the Payment Item "ADJUSTING SANITARY SEWER SERVICES" shall consist of adjusting and reconnecting sanitary sewer services where required by the replacement of the existing combined sewer and/or installation of a new relief sewers, using new service pipe, fittings, and couplings as necessary.

(b) Water Service Line Disconnection and Replacement. Work under the Payment Item "ADJUSTING WATER SERVICES" shall consist of rerouting the existing water service lines because of new sewer installation using new service pipe, fittings, and couplings as necessary. The Contractor shall make every reasonable effort to protect existing services. In some locations, however, it may be necessary to reroute services. Where approved by the Engineer, the Contractor may remove and reroute water services within trench lines to provide adequate clearance from new facilities. The existing water services shall be cut at both sides of the trench for the proposed sewer pipe, and replaced by new copper service lines which shall be

connected to the existing water lines adjacent to or above the proposed sewer pipe or as directed by the Engineer. No reconnection joints shall be located directly above or below the proposed sewer. The City system contains a range of service sizes and materials. The Contractor shall maintain a suitable inventory of proper service piping and fittings so as to minimize the time required for making re-connections.

Add the following subparagraphs to Article 563.02 - Materials.

“(a) Sewer Services. Any existing system components, including fittings, which are damaged by the Contractor due to his negligence, shall be replaced by him at his own expense. Material used for replacement shall be equal to that used for reconnection of existing sanitary building services in conformance with this Specification.

- (i.) Eight-inch diameter or smaller individual building services. Service pipe material shall be PVC or ductile iron pipe as specified in Section 550. Where service pipes run beneath other major utilities which are likely to place a structural load on the service pipe, such as beneath new relief sewers, ductile iron service pipe shall be used. At other locations, PVC service pipe shall be used.
- (ii.) Services shall be connected to PVC or VCP mainline sewers by means of factory-made wye fittings of strengths equal to or greater than the mainline sewer. Tapping saddles may NOT be used for connection of services to PVC or VCP mainline sewers.
- (iii.) Connectors for reconnection of service pipes to RCP mainline sewers 24-inch and larger shall be KOR-N-TEE or equal meeting ASTM C-923, sized to match the diameter and material of service.

(b) Water Service Line Reconnection

- (i.) Service pipe and system components. Material shall be as specified in Section 562
- (ii.) Water Service Line Sleeve. Sleeves for water service lines shall be Schedule 40 PVC pipe conforming to ASTM D-1785.

Shop drawings for system components shall be submitted for approval as soon as possible, but not less than thirty (30) calendar days prior to the time when the components are intended to be installed.”

Add the following paragraph to Article 563.03:

“If the Contractor damages any sanitary service line not requiring adjustment, or any other underground structure or utility, he shall replace or repair it as required by the Engineer and no additional compensation will be allowed. When a sanitary sewer is to be adjusted, the Contractor shall remove it carefully to prevent damage to the existing pipe which will remain.”

Add the following paragraph to Article 563.04:

“All openings into RCP sewer main shall be clean, machine-cored openings which will not damage the structural integrity of the pipe. Break-in connections are prohibited. Service connections shall be at least two 2 feet apart. All reconnection of new service pipes to existing service pipes shall be by means of an approved flexible coupling.”

Add the following paragraphs to Article 563.05:

“The Contractor shall take all precautions to keep the existing and new water service line clean from all debris and shall flush the new copper service line prior to reconnecting to the existing service. After each service is connected, the Contractor shall verify that the water service is supplying adequate water. The Contractor will be charged for any labor and materials used by the Water Department to correct any problems that arise due to Contractor's efforts.

All water services, which pass below or within 18 inches above combined, storm, sanitary, and relief sewers and services, shall be sleeved using a PVC casing pipe. The water service sleeve shall be of adequate diameter to accommodate the copper water service line and shall extend a minimum of 10 feet either side of the sewer. The ends of the PVC casing pipe shall be sealed with class SI concrete or as approved by Engineer.”

Sanitary services shall be paid for at the Contract unit price per EACH service connection for SANITARY SEWER SERVICE to 2 feet beyond the outer face of curb, up to 8 inches in diameter, counted in place.

The Contract unit price for SANITARY SEWER SERVICE shall be payment in full for all materials, labor and equipment required for: site preparation; including removal, replacement and/or repair of fences and other site objects; excavation, removal and disposal of existing pipes, structures, and excess excavated materials; protection, support and repair of damage to existing utilities; support of trench walls; shoring and bracing; dewatering of trenches; pipe joint materials and fittings, including wyes/tees, couplings, and bends; connections to existing piping; pipe bedding and cover; backfill placement, compaction and compaction testing; correction of defects; and related work required to complete the installation which is not included under other Payment Items. The Contractor is advised that specific liquidated damages apply to disruptions of individual sanitary services as indicated in Bid Form of Contract Documents.

Adjustments shall be paid for at the Contract unit price per LINEAR FOOT for ADJUSTING WATER SERVICES up to 2 inches in diameter; SLEEVES FOR ADJUSTING WATER SERVICES, and ADJUSTING SANITARY SEWER SERVICE up to 8 inches in diameter; measured in the field. These Contract unit prices shall be payment in full for all materials, labor and equipment required for: site preparation; the cost of all joint materials; all connections; excavation; disposal of excess excavated materials; bedding; installation, including connections to existing systems; backfill placement, compaction and compaction testing; machine tapping of holes into pipe; system components, including wyes, tees, adapters, couplings, bends, concrete encasement, service line sleeves, pipes and tubing; testing; correction of defects; and other related work required to complete the installation which is not included under other Payment Items. The Contractor is advised that specific liquidated damages apply to disruptions of individual water and sanitary services as indicated in Bid Form of Contract Documents.

These items shall not include the cost of pavement, sidewalk, driveway, and curb/gutter removal and disposal within the pay limits shown on the Drawings. Roadway, sidewalk, driveway, and curb/gutter removal/ replacement within pay limits or as directed by the Engineer shall be paid for in accordance with the appropriate Pay Items.

Roadway, sidewalk, driveway, and curb/gutter removal/replacement outside the pay limits shown on the Drawings required for completion of the Work or for Contractor's purposes shall be incidental to combined sewer, relief sewer, storm sewer, and sanitary sewer construction and no separate payment shall be made.

CATCH BASIN, MANHOLE, INLET, DRAINAGE STRUCTURE AND VALVE VAULT CONSTRUCTION, ADJUSTMENT AND RECONSTRUCTION

Delete Article 602.01 and replace it with the following:

“602.01 Description. This work, as shown on the Drawings, shall consist of:

- (a) Removing and disposing of existing manholes, inlets and catch basins designated to be abandoned.
- (b) Replacing existing manholes, catch basins, inlets, and valve vaults.
- (c) Adjusting or partially reconstructing existing manholes, catch basins, inlets, or valve vault structures in order to rehabilitate the utility structure and/or establish the utility structures at final finished grades.
- (d) Constructing new valve vaults, including bases, barrel sections, transition cone sections or flat slab tops (if required), and required frames and lids.
- (e) Constructing new combined sewer and relief sewer manholes, catch basins and inlets, including placing precast reinforced concrete sections together with flat slab tops (if required), transition sections, precast monolithic bases, frames and lids.
- (f) Installing new frames/lids on existing utility structures to meet grades shown on the Drawings, to match existing grades, or as directed by Engineer.”

Add the following paragraph and subparagraphs to Article 602.02:

“In addition to the requirements of the Standard Specifications previously cited, manhole catch basin, inlet and valve vaults materials shall conform to the following additional requirements, which, in case of conflict, shall take precedence over the Standard Specifications:

- (a) **Materials for Reconstructing Existing Structures.** Concrete brick or precast reinforced concrete sections.
- (b) **Materials for Constructing New Structures.** Precast reinforced concrete sections only.
- (c) **Final Grade Adjustments for Structures.** Tapered precast reinforced concrete adjustment rings shall be used for final grade adjustment of existing and new structures. Adjustment rings shall be laid on a full bed of mortar. A minimum of one and a maximum of two rings shall be used for final grade adjustment at each structure. The total height of final adjustment shall not exceed 11-inches for any structure. The use of brick for final structure adjustment is not permitted.
- (d) Frames, covers and grates shall conform to Section 604.
- (e) **Inlets.** Inlets shall be precast reinforced concrete conforming to INLET, TYPE A – IDOT STANDARD 602301 with the following exceptions: 1) Instead of a 16” depth, the depth shall be 34” unless otherwise specified on the drawings. 2) Instead of the 3” Sand Cushion, a minimum 6” deep granular material (CA-11) base will be required.

- (f) **Catch Basins.** Type A catch basins shall be precast reinforced concrete conforming to CATCH BASIN TYPE A – IDOT STANDARD 602001 with the following exceptions: 1) Instead of a 34” sump, a 48” sump will be required. 2) Instead of the 3” sand cushion, a minimum 6” deep granular material (CA-11) base will be required.
- (g) **Valve Vaults.** Valve vault sections shall be precast reinforced concrete conforming to ASTM C-478. All top sections for precast reinforced concrete valve vaults shall be precast reinforced concrete concentric cones or slab tops of the same quality as the barrel of the vault. Valve vaults shall be supplied with factory-formed openings to accommodate the various size water mains such that a minimum 12 inches of clearance between the top of the vault base and bottom of the main can be provided. Bases for replacement vaults on existing water mains shall be separate, one-piece precast units having a minimum thickness of 6 inches. No slab or split bottom shall be used. Valve vaults for new valves shall be 4-foot, 5-foot, or 6-foot diameter.
- (h) **Manholes.** Storm, sanitary, combined, and relief sewer manhole barrel sections shall be precast reinforced concrete conforming to the requirements of ASTM C-478. Pipe connections shall conform to ASTM C-923. No steps shall be installed in manholes. All top sections for precast reinforced concrete manholes shall be precast reinforced concrete eccentric cones or slab tops of the same quality as the manhole barrel. Except where otherwise indicated on the drawings, manholes shall have a precast monolithic base with a factory-installed bench and otherwise be in conformance with Illinois Department of Transportation Highway Standards MANHOLE TYPE A – IDOT STANDARD 602401. Where indicated on the drawings, manholes supplied for 48” and larger pipes shall be of a “T”-pipe base-style fabrication. The pipeline portion of the base “T” section shall conform to ASTM C-76 and be of the same pipe class as connected sewer pipe. The riser section shall conform to ASTM C-478.
- (i) **Gasket Materials for Joints Between Precast Concrete Sections.** 100 percent butyl rubber rope-type gasket having a square cross-section of 1-inch nominal size conforming to the physical properties of Federal Specifications SS-S00210 as sold under the trade name E-Z Stik or equal.

Shop drawings for system components shall be submitted for approval as soon as possible, but not less than thirty (30) calendar days prior to the time when the components are intended to be installed.”

Delete Article 602.03 in its entirety.

Delete Article 602.07 and replace it with the following:

“602.07 Precast Reinforced Concrete Sections. Base, barrel, cone and top sections shall be set as shown on the Drawings. The joints between precast concrete base sections, barrel sections, cone sections, and top slab sections in manholes, vaults, catch basins and inlets shall be sealed with two rings of 100 percent butyl gasket in rope form having a square cross-section of 1-inch nominal size. Adjusting rings and frames shall be set in full-width beds of cement mortar.

For valve vault reconstruction, the precast bottom slab should be placed directly on level, undisturbed earth. Sand may be used for final leveling off the bottom of the excavation, but

thickness shall be kept to a practical minimum. In no case, shall the thickness of sand used for leveling exceed 1-inch. The purpose of requiring the base slab to be set on undisturbed earth and limiting the use of sand for leveling is to minimize post-construction settlement of the replacement valve vault and resulting damage to the existing water main. The Contractor shall bear the cost of repairing existing water mains damaged by vault settlement.

All lift holes on precast elements for manholes, vaults, catch basins, and inlets shall be completely filled with mortar and sealed with a bitumastic material.”

Add the following to Article 602.11:

“(d) All existing frames, lids, grates and inlets reclaimed during construction are the property of the City of Evanston. These frames lids and grates shall be moved to a suitable place on the job for storage and made available for removal by the Owner.

(e) All manhole frame castings placed shall be set in full mortar beds composed of one part masonry cement to two parts sand by volume, based on dry materials, with no admixtures. Castings must be set accurately to the finished elevation so that no subsequent adjustment will be required. All frames will be adjusted to final grade by means of concrete adjusting rings. No brickwork to produce an adjustment ring will be accepted or permitted to adjust any structure to grade. Where manholes are located in roadways, paved alleys or paved driveways, casings shall be set to match the longitudinal slope and cross-slope of the pavement.

(f) Existing frames and lids must not be used as temporary covers during construction.”

Delete the second paragraph of Article 602.13 and replace it with the following:

“The space between the sides of the excavation and the outer surfaces of the structures shall be filled with CA-11 material as shown on the Drawings.”

Delete Article 602.16 and replace it with the following:

“This work will be paid for at the Contract unit price per EACH for CATCH BASINS, MANHOLES, INLETS, and VALVE VAULTS, of the types and sizes specified, measured in place. These Contract unit prices shall be payment in full for all materials, labor, and equipment required for: site preparation, including removal, replacement and/or repair of fences and other site objects; trench excavation, including removal and disposal of existing sewer pipes, structures, and excess excavated materials; protection, support and repair of damage to existing utilities; support of trench walls; shoring and bracing; dewatering of trenches; temporary pumping of combined sewer flows; new structures; bedding; sewer connection; frames, lids and other castings; flexible check valves; abandonment of existing sewers where called out on the Drawings, including filling and placement of required plugs; supply, placement, compaction, and compaction testing of material, infiltration/exfiltration and other testing/inspection; correction of defects; and, other related work required to complete the installation which is not included under other Payment Items.

Roadway, sidewalk, driveway, and curb/gutter removal/replacement outside the pay limits shown on the Drawings required for completion of the work or for Contractor's purposes shall be incidental to combined sewer, relief sewer, storm sewer, and sanitary sewer construction and no separate payment shall be made.”

ADJUSTING FRAMES AND GRATES OF DRAINAGE AND UTILITY STRUCTURES

Delete Article 603.08 and replace it with the following:

“**603.08 Adjusting Rings.** Drainage and utility structure frames shall be adjusted to grade by

removal of the frame and adjustment from the structure, preparing the top of the structure to receive the new adjustment, installing the proper height precast concrete adjusting rings and reinstalling the frame, all in accordance with applicable provisions of Section 602. The use of cast iron adjusting rings is prohibited.”

FRAMES AND GRATES

Add the following to Article 604.02:

“(f) Frames and grates furnished under this Contract shall be Gray Iron Castings conforming to the Specifications for Gray Iron Castings, ASTM A-48, Class 35. Circular lids for manholes and vaults shall have large (2.5 inch nominal) pick holes. Circular lids for closing catch basins shall have large (2.5 inch nominal) pick holes:

(g) Frames and grates on structures shall be as follows (or approved equal):

Existing inlets and catch basins; new catch basins and inlets on Combined Sewer system:

- Neenah Type R-1712 (390 lbs.) Frame, Open Lid Grate (116 lbs.) with large (2.5 inch nominal) pick holes or equal.

New catch basins and type A inlets for Storm/Relief Sewer work:

- Neenah Type R-3031-B Frame, Sinusoidal Grate,
- Neenah Type R-3036-B Frame, Sinusoidal Grate (for Depressed Curb)

Manholes and vaults:

- Neenah Type R-1712 (390 lbs.) Frame and Extra Heavy Duty Cover (150 lbs.) with large (2.5 inch nominal) pick holes or equal. Valve Vault covers shall be lettered “WATER”.

High Capacity Inlet, Type A

- Neenah Type R-3067-L Frame, Vane Grate

New frames and grates may be requested by the Engineer during adjustment of existing structures.”

Delete Article 604.05 and replace it with the following:

New frames and grates and/or closed lids placed on adjusted and/or rebuilt existing structures will be paid for at the Contract unit price per EACH for FRAME AND GRATES, FRAME AND LIDS, and FRAMES AND LIDS (or GRATES) TO BE ADJUSTED. This work shall be paid for at the Contract unit price per EACH set of frame and lid or grate actually installed. These Contract unit prices shall be payment in full for all materials, labor, and equipment required for: site preparation; excavation; disposal of excess excavated materials including existing structures; frames and grates/lids; adjusting rings, tapered adjusting rings where necessary and concrete setting materials; installation; backfill placement, compaction and compaction testing; testing/inspection; correction of defects; stockpiling reclaimed castings; and all related work required to complete the installation which is not included in other Payment Items.

Frames and grates or closed lids placed on new structures will be considered incidental to the cost of the new structures and will be paid for under the appropriate Pay Items for new structures.

Removed frames and grates shall remain the property of the city and shall be stored in a secured area for pickup by the city.

REMOVING OR FILLING (ABANDONING) EXISTING MANHOLES, CATCH BASINS AND INLETS

Add the following sentences to Article 605.01:

“This work shall also consist of all work necessary to remove or fill existing valve vaults so designated on the Drawings. The terms “fill”, “remove”, and “abandon” shall be interchangeable and shall consist of removing the upper portion of an existing structure, filling unused pipes, sealing pipe connections, and filling the remainder of the structure with Trench Backfill sand (FA-6), compacted to the satisfaction of the Engineer.”

Articles 605.03 and 605.04 shall apply with the following modifications:

“The Contractor shall make his own investigation to determine the existence, nature and location of all sewers and appurtenances thereto within the limits of the improvement. The Contractor shall be held responsible for any damage to existing sewers. All pavements will be sawed to a full depth prior to any casting replacement/adjustment, structure removal, or filling operation. Connecting pipes shall be cut one joint from the existing structure to be removed/filled. Structures in private paved areas, parkways and other grassed areas shall be removed a minimum of 2-feet below final grade and structures in public streets shall be removed a minimum of 6-feet below final grade. Pipes connected to these structures shown to be abandoned and shall be filled with CLSM materials in accordance with Article 550.05. Remaining portions of existing structures may be filled with Case I trench backfill material in accordance with Section 208 or may be filled with CLSM material in accordance with Article 550.05, at Contractor’s option. Structures shall be pumped out and cleaned of all mud and debris before the fill material is placed. The remainder of the excavation shall be backfilled in accordance with Section 208.”

Delete Article 605.06 and replace it with the following:

“This work will be paid for at the Contract unit price per EACH for catch basins, inlets, valve vaults, valve boxes, and manholes that are to be abandoned, filled, or removed, as counted in the field. These Contract unit prices shall be payment in full for all materials, labor, and equipment required for: site preparation, including removal, replacement and/or repair of fences and other site objects; excavation, including removal and disposal of existing sewer pipes, structures, and excess excavated materials; protection, support and repair of damage to existing utilities; saw-cutting, removal and disposal of existing pavement; excavation, removal and disposal of removal wastes; supply, placement, compaction, and compaction testing of backfill, stockpiling reclaimed castings; and all related work required. For items abandoned, the price shall include the cost of removal of frames/covers, adjusting collars and structure down to 24-inches below existing grassed surface or 72-inches below existing pavement as applicable, disposal of wastes, concrete bulkheads, and filling of remaining structure as specified.”

CONCRETE GUTTER, CURB, MEDIAN, AND PAVED DITCH

Delete Article 606.01 and replace it with the following:

“**606.01 Description.** This work shall consist of concrete curb type B, combination concrete curb and gutter type B-6.12 and B-6.12 modified, and concrete median, and removal/replacement of existing medians.”

All curb and gutter removed shall be formed within 2 working days of removal. New curb and gutter shall be poured within 1 working day of being formed. The forms shall be removed within 1 working day after the concrete pour and the restoration behind the new curb shall be done with 24 hours

after removal of the forms. All low areas shall be filled in to match the surrounding grades within 72 hours of the curb being poured.

Add the following Subparagraphs to Article 606.02:

(g) **Base.** A minimum of four (4") inches compacted thickness of aggregate base course shall be placed on the subgrade prior to construction of the proposed concrete curb and gutter. This work is considered incidental to various contract pay items.

(h) **Forms.** The use of a slip-form or curb machine is allowed, but the Contractor is advised that variable face height curb is required in many parts of the Project to match existing curbs, roadways and parkway grading. Additional pavement patching, restoration or excavation beyond the requirements of this proposal, as required for or resulting from the use of such a machine, will not be considered for additional payment and should be considered incidental to its use. Excavation to accommodate the installation of concrete forms or use of slip-form shall be limited to 12 inches from back of proposed curb. Hand forming shall be required in the vicinity of specific trees where the root zones are near and/or have overgrown the existing curb line. These locations will be determined by the City Arborist.

(i) **Curing.** Curing shall be in accordance with Article 1022.01. Curing compound shall be Type III. Protect all surfaces from sun. During hot weather, keep temperature of concrete below 90 degrees Fahrenheit. During cold weather, keep temperature of concrete between 50 degrees F and 70 degrees F for 3 to 5 days. Protect from frost and rapid drying for 6 days. The Contractor shall be solely responsible for protecting his work from vandalism. All vandalized concrete work shall be removed and replaced at the Contractor's expense."

Add the following sentence to Article 606.06 - Placing Concrete.

"The transition from full height curb to depressed curb shall be made at a maximum rate of three (3) inches per foot of length."

Delete the last sentence of the first paragraph of Article 606.07.

Add the following paragraphs to Article 606.07:

"Expansion joints consisting of pre-molded bituminous expansion joint filler, one-half inch in thickness and two greased 1-inch diameter dowel bars with expansion caps shall be placed at 50-foot intervals. When curb and gutter is constructed adjacent to flexible pavement, a 1-inch thick preformed expansion joint, conforming to the cross-section of the curb and gutter, shall be installed at points of curvature for short-radius curves and at construction joints.

Contraction joints shall be placed between expansion joints at distances not to exceed twenty-five (25) feet. Contraction joints shall be formed using steel templates one-eighth inch in thickness, equal to the width of the gutter or curb, and penetrating at least two (2) inches below the surface of the curb and gutter; using three-quarter (³/₄) inch thick preformed expansion joint filler placed fully across the curb or gutter; or by sawing to a depth of at least two (2) inches after the concrete is four-hours, but not more than twenty-four hours old. If steel templates are used, they shall be left in place until the concrete has set sufficiently to hold its shape but shall be removed while the forms are still in place. Template-formed or sawed joints shall be sealed in accordance with Article 420.12.

All longitudinal joints, except adjacent to flexible pavement, shall be provided with No. 6 epoxy coated steel tie bars thirty (30) inches long at 36" on center conforming to Article 1006.10 and installation in accordance with IDOT Standard 606001. This work is incidental to the curb pay item.

Hand removal and hand forming of the curb and gutter shall be required in the vicinity of specific trees and their root zones. These individual locations shall be determined, in the field, by the City Arborist. These operations shall be considered incidental to the work, and no separate payment shall be made. Excavation to accommodate the installation of concrete forms or use of slip-form shall be limited to 12 inches from back of proposed curb.

The proposed curb and/or curb & gutter flag thickness shall meet the bottom of the existing pavement and extend to the top of the proposed edge of pavement as shown on the plans. No separate payment shall be made for additional concrete used.”

Delete Article 606.15 and replace it with the following:

“This work will be paid for at the Contract unit price per LINEAR FOOT for CONCRETE CURB TYPE B, COMBINATION CONCRETE CURB AND GUTTER TYPE B-6.12, and COMBINATION CONCRETE CURB AND GUTTER TYPE B-6.12 MODIFIED. Curb and gutter will be measured in place for the quantity actually removed and replaced within the pay limits shown on the Drawings or as directed by Engineer.

Concrete median will be paid for at the contract unit price per SQUARE FOOT for CONCRETE MEDIAN SURFACE, 4 INCH.

These Contract unit prices shall be payment in full for all materials, labor and equipment required for: site preparation, including removal, replacement and/or repair of fences and other site objects; saw-cutting, removal and disposal of existing curbs/gutters and other structures; excavation, including removal and disposal of excess excavated materials; final grading of aggregate base course, backfill; furnishing and installing all joints as required, including epoxy coated tie bars; curing; protection; and all related work required to complete the installation which is not included in other Payment Items. Modified (depressed) curbs shall be paid for at the same Contract unit price as standard type B, B6.12.

Removal/replacement of curb/gutter will be paid for where placed within the standard trench width of new sewers, manholes, catch basins, and inlets, where shown on the Drawings outside the standard trench width or where directed by Engineer.

Removal/replacement of curb/gutter outside the pay limits specified which have been damaged by Contractors operations or which have been removed/replaced for Contractor's purposes shall be considered incidental to the work and no separate payment shall be made.”

CONSTRUCTION LAYOUT AND STAKING

This work shall consist of surveying local control points to establish horizontal and vertical control required for construction of concrete curb, sidewalks, and related contract items of work. These stakes or markings must be maintained throughout construction. The survey foreman will be responsible for the review of stakes and marking with the Engineer prior to the final placement of any materials.

This work will be measured and paid for at the contract unit price LUMP SUM as CONSTRUCTION LAYOUT AND STAKING, which price includes all labor, material and equipment necessary to survey control points, lines, establish stakes and marking, and the review of all such stakes and markings with the Engineer.

The limits of concrete construction contract items will be provided by the Engineer.

STREET SWEEPING

Add the following paragraphs to Article 107.15:

“The Contractor shall utilize a mechanical street sweeper to clean streets affected by the Contractor's operations, including haul routes, at least twice per week and additionally as directed by the Engineer. Ligated Damages shall be assessed as outlined in the Bid Form if the Contractor fails to utilize a mechanical street sweeper to the satisfaction of the Engineer. The street-sweeper shall be a full-sized, municipal-type sweeper having dust collection and street washing capabilities. If, in the opinion of the Engineer, dust becomes a problem despite the normal cleanup measures of street sweeping, the Contractor shall wash down the pavement, spread calcium chloride as a palliative, or re-sweep streets as necessary, all at no additional cost to the Owner. The Contractor shall keep sufficient quantities of calcium chloride on site, for use as directed by the Engineer for dust control. The contractor shall provide cleanings twice per week and additionally as directed by the Engineer.

This work will be paid for at the Contract unit price per EACH for STREET SWEEPING, which price shall be payment in full for labor, equipment and materials required to complete the work.

PRECONSTRUCTION SURFACE VIDEO TAPING

The Contractor shall prepare pre-construction audio-video documentation of all affected construction zone physical features in the area affected by construction. All video cameras, recorders, tapes, accessories and related equipment shall be of high resolution color digital DVD format. The pertinent features within the construction zone of influence shall be shown, including but not limited to; pavements, curbs, driveways, sidewalks, buildings, landscaping, trees, shrubbery, fences, light posts, equipment, etc. A rudimentary View orientation shall be included in the audio commentary of each video segment to help clarify what is being viewed. The pre-construction audio-video documentation shall be completed and TWO copies submitted to the City prior to commencing any construction activity.

Basis of Payment

This work will be paid for at the contract unit price per Lump Sum for PRECONSTRUCTION SURFACE VIDEO TAPING.

REMOVING AND RESETTING PAVERS

This work shall consist of the removal of existing brick/concrete paver, stone and/or any type of specialty sidewalk or driveway and replacement with the same material in kind to the same or better condition as was prior to the removal at locations and to the limits as directed by the Engineer.

The contractor will be required to furnish materials damaged during construction, surplus material for cutting or needed to replace sidewalk or driveway surfaces to the same dimensions. It is the sole responsibility of the contractor to determine the extent of work necessary prior to contract bidding and no additional compensation shall be provided.

Method of Measurement

Replacement of specialty sidewalk or driveway will be measured in place, and the area computed in square feet. Furnishing and placing sand and other replacement materials matching the existing surface will not be measured for payment, but shall be considered as included in the unit price bid.

Basis of Payment

This work will be paid for at the contract unit price per square foot for REMOVING AND RESETTING PAVERS.

TRAFFIC CONTROL AND PROTECTION

Delete Article 701.20 and replace it with the following:

This work shall be for all materials, labor and equipment required for: handling, furnishing, transporting, installing, maintaining, relocating and removing all traffic control devices and signage required for to fully protect construction operations and the general public; including implementing any detour plans shown on the Drawings. This work shall also include all materials, labor and equipment required for: furnishing, installing, relocating and removing steel plates and other temporary bridging over trenches, auger pits, receiving pits and other areas disturbed by construction activities. Contractor shall also refer to the IDOT Highway Standards and District One Details included herein for additional traffic control measures. The Contractor is advised that specific liquidated damages apply for failure to maintain traffic control devices.

TRAFFIC CONTROL AND PROTECTION will not be paid separately but shall be considered incidental to various pay items.

ENVIRONMENTAL CONTROL

The Contractor shall be responsible for furnishing all necessary items for fulfilling the Work described herein and in the Contract Plans for environmental protection including prevention and control of erosion and sedimentation that results directly or indirectly from the Project.

PREVENTION OF WATER POLLUTION

The Contractor shall take all such precautions in the conduct of his operations as may be necessary to avoid contaminating the water in adjacent watercourses or water storage areas including wells whether natural or man-made.

All earthwork, moving of equipment, water control of excavations, and other operations likely to create silting, shall be conducted so as to minimize pollution of watercourses or water storage areas.

Water used during the Contract Work, which has become contaminated with oil, bitumens, harmful or objectionable chemicals, sewage or other pollutants, shall be disposed of so as to avoid affecting all nearby waters and lands. Under no circumstances shall the Contractor discharge pollutants into any watercourse or water storage area. Do not allow water used in aggregate processing, concrete curing, foundation and concrete lift cleanup or any other waste to directly enter a stream untreated. When water from adjacent natural sources is used in the Contract Work, intake methods shall be such as to avoid contaminating the source of supply or becoming a source of erosion or sedimentation.

NOISE AND AIR POLLUTION CONTROL

Conduct operations so as not to violate any applicable ordinances, regulations, rules and laws in effect in the area at the date of bid opening pertaining to noise and air pollution and to conform to all provisions in effect at the date of bid opening as set forth in the Rules and Regulations Governing the Control of Air Pollution and noise pollution in the State of Illinois.

PLANT PEST CONTROL

All soil moving or handling equipment that has operated in or will operate in regulated areas shall be subject to plant quarantine regulations. In general, these regulations require the thorough cleaning of soil from equipment before such equipment is moved from regulated areas

to uninfected areas. Complete information may be obtained from the regional office of the Plant Pest Control Division of the United States Department of Agriculture.

PRESERVATION OF NATURAL RESOURCES

All construction operations, contract work, clean up and the condition of the adjacent terrain upon completion of the Work shall fully comply with all applicable regulations and laws concerning the preservation of natural resources.

DUST CONTROL

Throughout the entire construction period, maintain dust control by use of water sprinklers or chemical dust control binder as may be approved by the Engineer.

PAYMENT

No separate payment will be made for the work in this Section; all the costs of such work shall be considered incidental to the items of work to which they pertain.

DOUBLE-SIDED PEDESTRIAN CROSSWALK SYSTEM

This work shall include all materials, labor, and equipment required to install a complete Rectangular Rapid-Flashing Beacon (RRFB) assembly manufactured by TAPCO at the locations indicated on the plans. Each Double-Sided Pedestrian Crosswalk System shall include:

- Back-to-Back RRFB Light Bar Warning Assembly
- Solar-Powered Control Cabinet with Flash Controller and Wireless Receiver
- 30W Solar Panel
- 44Ah Batteries (2x22Ah)
- Yellow Bulldog Push Button
- Aluminum Pole Base (Black)
- 4-1/2" O.D. x 13' Aluminum Pole (Black)
- Back-to-Back 30"x30" W11-2 Static Signs
- Back-to-Back 24"x12" W16-7P Static Signs
- Concrete Foundations installed per manufacturer's instructions
- Any other hardware or fittings required to install the system per the manufacturer's instructions

Upon activation by pedestrian push button, the RRFB controllers shall activate all RRFB Light Bars in the crosswalk system simultaneously. RRFB Light shall flash synchronously and then cease operation after a programmable timeout.

Control Cabinet, Top of Pole

- Shall be NEMA 3R Type
- Shall be 15-3/8" tall x 22-2/3" wide x 5-1/5" deep and constructed of minimum 0.090" thick aluminum.
- Shall be powder coated grey.
- To promote airflow for internal components, the cabinet shall be vented with screening included on all vents to prevent insects and other foreign matter from entering.
- To facilitate maintenance or repairs, the cabinet shall include a removable control panel to which all control circuit components either mount or connect.

- For easy installation on a wide range of pole sizes and types, the cabinet shall utilize a universal top of pole mounting bracket. The mounting bracket positions the cabinet at a fixed 45 degree angle.
- To ensure a secure mount to the supporting post, a U-Bolt kit will be included that accommodates round poles 2-3/8" up to 4.5" pole, as well as square poles from 2" to 2-1/2".
- To prevent corrosion, all materials used in the construction or mounting of the control cabinet shall be either aluminum or stainless steel. Anti-vandal mounting hardware shall be available as an option.

RRFB Controller and Integrated Solar Charge Controller

The RRFB Programmable Flash Controller is housed within the NEMA 3R type Control Cabinet, and shall:

- Include integrated constant-current LED drivers with a minimum of two-channel output for driving one or two RRFB units.
- Output the following "WW+S" flash pattern during each of its 800 millisecond flash periods:
 - Left LED illuminates for approximately 50 milliseconds
 - Both LEDs stay dark for approximately 50 milliseconds
 - Right LED illuminates for approximately 50 milliseconds
 - Both LEDs stay dark for approximately 50 milliseconds
 - Left LED illuminates for approximately 50 milliseconds
 - Both LEDs stay dark for approximately 50 milliseconds
 - Right LED illuminates for approximately 50 milliseconds
 - Both LEDs stay dark for approximately 50 milliseconds
 - Both LEDs illuminate for approximately 50 milliseconds
 - Both LEDs stay dark for approximately 50 milliseconds
 - Both LEDs illuminate for approximately 50 milliseconds
 - Both LEDs stay dark for approximately 250 milliseconds
- Automatically adjust the LED drive current control to optimize brightness for the ambient lighting conditions determined by the phototransistor input.
- Have the LED drive outputs reach the full output current as programmed within the duration of the 100ms on-time.
- Include an integrated Real Time Clock (RTC) with on-board battery backup.
- Have the capability of RS232 communication for programming with Windows-based software.
- Be capable of solar charging the system battery, including a completely drained battery pack.
- Shall automatically provide Low Voltage Disconnect (LVD) to protect batteries when needed.
- Shall automatically provide Load-Reconnection once battery levels have been restore to an acceptable value.
- Include a minimum of two General Purpose Inputs and Outputs (GPIO).
- Provide Lamp Out feature if web enabled through optional modem.
- Be internally housed in its own IP67 type enclosure.
- Be independently replaceable of other control panel components.
- Be able to monitor internal temperature.
- Operate between the temperatures of -40° to +176°F (-40° to +80°C).

BlinkerBeam® Wireless Transceiver

- Shall operate wirelessly at 900 Mhz, utilizing Frequency Hopping Spread Spectrum (FHSS) technology to minimize the effects of external RF interference.
- Shall seamlessly integrate with the controller to ensure sequential activation of other radio-equipped devices in the system.
- Shall include an integrated LCD and joystick button for setup and troubleshooting, including readouts of flash duration (timeout), battery conditions, and LED testing functionality.
- Shall include two LED indicators for status and troubleshooting.
- Shall be capable of operating as a Transmitter or Receiver.
- All Receiver nodes can repeat a signal a single time.
- Shall be capable of providing site-survey data for verification of signal strength between network devices.
- Shall include network-wide modification of sign controller settings and output durations, using programmability from any networked transceiver without the use of additional equipment or software.
- Shall synchronize the system components to activate the indications within 120msec of one other and remain synchronized throughout the duration of the flash (timeout) cycle.
- Shall operate on the license-free ISM band.
- Shall comply with part 15 of FCC rules.
- Shall operate from 3.3VDC to 15VDC.
- Shall be replaceable independently of other components.

Solar Power, 30 Watt

- Solar Panel shall be constructed of an anodized aluminum frame, high-transmission 1/8" tempered glass, with silicon cells encapsulated in double-layer EVA, and with a white polymer backing.
- The Solar Panel shall be affixed to the top of the top-of-pole cabinet that is mounted at a fixed 45 degree angle.
- To ensure maximum solar insolation regardless of installation location, the post top mounting system shall provide 360° of rotational direction adjustment when mounted on round pole, and upon installation, must be oriented with the collector facing South. When used on a square pole application, the pole should be mounted with a square side facing south.
- The solar panel must be IEC61215 and TUV certified. The solar panel shall operate at 12VDC nominal with a maximum output rating of 30 watts.
- The solar panel specifications:
 - Overall Size: 22.44" x 14.17"
 - Maximum power voltage: 17.37 VDC
 - Maximum power current: 2.08 A
 - Short circuit current: 2.19 A
 - Open circuit voltage: 20.04 VDC
 - Operate from -40° to +185°F (-40° to +85°C)

Battery Power, 44Ah

- Shall be achieved using quantity two batteries of 22Ah each
- Shall be housed inside the Control Cabinet.
- Shall have a nominal output voltage of 12 VDC.
- Shall be rechargeable type Absorbent Glass Mat.

- Shall be sealed and spill-proof.
- Shall be maintenance free.
- Shall be U.L. recognized.
- Battery shall be replaceable independently of other components.
- Shall be fused for short circuit protection.

RRFB-XL2™ Light Bar

- The RRFB-XL2™ Light Bar shall be in conformance with all applicable FHWA MUTCD standards and guidelines, and shall meet or exceed the requirements specified in FHWA Memorandum IA-21, Interim Approval for Optional Use of Pedestrian-Actuated Rectangular Rapid Flashing Beacons at Uncontrolled Marked Crosswalks.
- Shall house two rapidly and alternately flashing rectangular yellow LED array vehicle indications and one side-mounted yellow LED array pedestrian indication. The LED arrays shall be designed, located and operated in accordance with the detailed requirements as specified on the plans.
- When activated, the RRFB-XL2™ Light Bar shall have 75 periods of flashing per minute and shall have alternating and simultaneous flash operations following the “WW+S” flash pattern.
- Active vehicle indications shall be visible at distances over 1000 feet during the day and over 1 mile at night.
- The light intensity of the vehicle indications shall meet the minimum specifications of Society of Automotive Engineers (SAE) standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January 2005. Manufacturer Certification of Compliance shall be provided upon request.
- Have a housing that shall be constructed of durable, corrosion-resistant powder-coated aluminum with stainless steel vandal resistant fasteners.
- Have enclosed components that are modular in design whereby any component can be easily replaced without having to uninstall the RRFB assembly.
- Include mounting hardware for either single or back-to-back pole mounting and shall be universal to the pole type.
- Have two vehicle RRFB indications that is approximately 7” wide x 2.8” high, each with 8 yellow LEDs in its array and one Pedestrian indication that is approximately 0.5” wide x 1.7” high with 8 individual yellow LEDs in its array.
- Have overall dimensions of approximately 23.6” wide x 3.8” high x 1.4” deep.

Bulldog Push Button

- Shall be a Polara Bulldog model.
- Shall have an activation indicator LED
- Shall operate as a normally open (n/o) circuit.
- Must be ADA Compliant.
- Shall operate from -30° to +165°F (-34° to +74°C)
- Shall be provided with all necessary mounting hardware, wiring and associated ADA signage.

Warning Static Sign

- Each static sign face shall be constructed on a 0.080" thick 5052-H32 aluminum and screened onto 3MTM Diamond Grade™ DG3 Reflective sheeting of specified color.
- Shall have MUTCD compliant sign legend, as dictated by the requirements.
- Shall have two holes for mounting to a post or pole.

- Includes pole mounting hardware.

Pole Package

- Pole shall be a standard specified outer diameter aluminum pedestal pole.
- Pole shall be supplied with one end threaded for easy installation into a pedestal base.
- Pole shall be 13' - 15' length Schedule 40 pipe raw aluminum as required
- Pedestal Base shall be TP-358 cast aluminum that mounts on a concrete foundation attached by four internal anchor bolts imbedded in the foundation.
- Pedestal Base shall have a large 8.5" square hand hole cover allowing access to the interior.

The system shall be installed in strict conformance with the manufacturer's recommendations. Proper functioning of the sign assemblies shall be verified by the resident engineer prior to acceptance of the work.

This work shall be paid for at the contract unit price per EACH for DOUBLE-SIDED PEDESTRIAN CROSSWALK SYSTEM.

TUBULAR FLEXIBLE DELINEATOR

Description: This work shall consist of furnishing and installing Flexible Delineators on asphalt and concrete pavement and open metal grating on bridges.

General Requirement: Contractor shall provide new and unused low density polyethylene Flexible Delineator post, fastening screws, base, and anchor bolts. Must be engineered to meet Manual on uniform Traffic Control Devices (MUTCD) specifications for nighttime use Including, but not limited to (1) height of 28" and (2) provide two 3" wide white or yellow retroreflective bands placed 2" from the top and spaced 3" between the bands. All colors must be within tolerance limits as specified in the MUTCD and 23 CFR Part 655, Appendix to Subpart F. All bands shall meet MUTCD retroreflectivity requirements. Flexible delineators shall be made of materials resistant to extreme temperature changes in the range of -20 F to 160 F, ultraviolet light, ozone, hydrocarbons, stiffening with age, and a series of direct wheel impacts with speeds varying up to 65 mph, and rebounds to a vertical position if struck by a standard vehicle. Units shall meet NCHRP 350 crashworthy requirements.

Post locations are specified on the plan sheets. Contractor shall be prepared to install the following post and band color combinations. All bases shall be black.

- White post with two yellow bands
- Yellow post with two yellow bands

Contractor shall affix heavy duty base to pavement or metal grating with 2.5" anchor bolts. Heavy duty base shall be designed to hold the post securely to the pavement with 2.5" anchor bolts. Post shall be affixed to the base with fastening screws. Anchor bolts shall be one-piece finished hex head, Integral washer, dual lead threads and chamfered tip for installation in concrete or asphalt. One-piece bolts shall be used to eliminate improper assembly, dual threaded bolts shall be used to prevent bolts spinning in holes when tightened. All units shall be completely removable with standard power tools.

Method of Measurement: The flexible delineator shall be measured on a per each basis, for each entire assemble Installed and accepted. The entire assembly shall include post, fastening screws, base and anchor bolts.

Basis of Payment: TUBULAR FLEXIBLE DELINEATOR shall be paid for at the contract unit price per EACH unit installed and accepted.

FENCE REMOVAL

This work shall include all materials, labor and equipment required to remove and dispose of existing fencing of various materials, including but not limited to wood, chain link, vinyl, and metal, as directed by the Owner. Removal shall include all associated components such as posts, footings, hardware, gates, and debris.

This work shall be paid for at the contract unit price per FOOT for FENCE REMOVAL.

GREENWOOD PARK EQUIPMENT

This work shall include all materials, labor and equipment required to install picnic pad equipment at Greenwood Park, as indicated on the Plans and summarized below.

ADA Picnic Tables shall be:

- RJ Thomas Manufacturing Co., Inc. WXTH-8 – 8-foot Universal Access Table with D-Type Thermoplastic Coated Expanded Steel Top and Seats. Color options to be provided with submittal.
- Or Approved Equal.

This work shall be paid for a contract unit price per each for ADA PICNIC TABLE.

ADA Charcoal Grills shall be:

- Kay Park Rec SB16ADA Handicap Accessible Grill.
- Or Approved Equal.

Grill shall be surface mounted to concrete pad in accordance with manufacturer's instructions. This work shall be paid for at the contract unit price per each for ADA CHARCOAL GRILL.

Trash and Recycling Bins shall be ordered from Glasdon, Inc. meeting the following specifications:

- Trash Bin: Item #US0114/4061-TR – Black color hood with rectangular opening and City of Evanston custom label
- Recycling Bin: Item #US0114/4061-MR – Blue color hood with round opening and City of Evanston custom label

Trash and Recycling Bins can be ordered directly from:

- JD Villegas - Vice President Sales – jd.villegas@glasdon.com

This work shall be paid for at the contract unit price per each for OUTDOOR TRASH BIN and OUTDOOR RECYCLING BIN.

BRICK PAVER BANDING

Description: This work shall include excavation, subgrade preparation, base, underlayment, jointing, setting bed, pavers and all required material as called for in the plans and details and any equipment needed to install. This work shall be in accordance with Sections 351, 424 and 1041 of the Standard Specifications.

General: The brick paving contractor shall provide evidence that his firm has specific experience meeting the following criteria:

1. Experience installing pavers using IDOT CA-16 and sand bedding bed method with a minimum of 20,000 square feet per year for the past five (5) years.
2. The same experienced supervisory personnel will be made available for this project. The brick paving contractor shall submit a list of complete projects setting forth description, area, location and references with addresses and phone numbers.

Submittals:

Samples: Submit samples for each paver type required, exhibiting the full range of color characteristics expected.

1. For Brick Paver Banding, submit a minimum of 3 each 4" inches x 8" inches x 2-1/4" in size, in each color and finish specified.
2. In the case of more variegated stones, color photos shall be submitted in addition to the number of samples to show the full range of color and markings to be expected.
3. Jointing: Permeable Paver Aggregate: submit a range of color samples as specified.

Mockups: Build mockup of typical areas as shown on Drawings.

1. Size: 2' feet x 6' feet for Brick Paver Banding, ('A1') & ('A2')
2. Color consistency: demonstrate color consistency with mockup; color range shall not exceed range of color established by samples.
3. Include permeable paver aggregate joints installed as depicted on the drawings.
4. Mockups may become part of the completed Work if approved at time of Substantial Completion.

Materials:

BRICK PAVER BANDING brick shall be clay brick pavers manufactured by Pinehall or the manufacturers listed below. Color shall consist of Pinehall Evanston Mix or similar. Pavers with extensive breakage of corners shall be rejected. Pavers shall be laid as indicated on the plan. Final colors shall be approved by the City of Evanston prior to work.

Drawing Reference: Brick Paver Sidewalk ('A1') and
Brick Paver Sidewalk - Vehicular ('A2')

1. Manufacturer: Pine Hall Brick Co., www.pinehallbrick.com, Model: Evanston Mix or
2. Manufacturer: Whitacre Greer, www.wgpaver.com, Model: North Shore Blend or
3. Manufacturer: Glen Gery, www.glengery.com, Model: Lawrenceville Full Range 2-1
 - a. Size:
 - i. 4"w x 8"d x 2-1/4"ht Brick Paver Sidewalk ('A1')
 - ii. 4"w x 8"d x 2-3/4"ht Brick Paver Vehicular ('A2')

Bedding:

The bedding component shall follow what is shown on the plans and details. For BRICK PAVER

BANDING the bedding shall conform with Section 351 of the Standard Specifications for Aggregate Base Course.

Jointing:

The jointing component shall meet test ASTM C33. Contractor shall sweep larger particles away from joints until the joints are completely full. Finer sand which doesn't meet test ASTM C33 shall not be used to fill joints.

Base Component:

Portland Cement Concrete with a Subbase Granular Material which shall be in accordance with Section 351 and Section 424 of the Standard Specifications and the special provision for PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH.

Construction: Various pavers shall be installed as shown on the details shown in the plans and per the respective manufacturer's recommendations. No paver setting work shall be performed when the underlayment has free moisture, ice or snow or when the underlayment is frozen. Concrete underlayment shall be sound, clean and free from debris and materials or substances that will hinder the bond of the setting bed. The top surface of the concrete underlayment slab shall not vary more than one fourth (1/4) inch of its proposed elevation. See detail plans for cross section of typical paver system.

To reduce dust during paver installation, pavers shall only be cut using wet saws. No dry cutting is permitted. Cut pavers shall be placed in areas shown on the details in the plans. "L" shaped pavers shall be avoided where possible. Pavers shall be cut radially when joints between pavers on curves exceed 1/8 inch. Radial cut pavers shall be created by trimming both sides of pavers. Paver edgings shall be installed per manufacturer's recommendations.

Setting bed shall be protected from damage prior to setting pavers. Setting shall be done by competent workmen under adequate supervision, and in accordance with manufacturer's recommendations. Pavers with chips, cracks, or other structural or aesthetic defects or those rejected by the Engineer shall not be used. Pavers shall be set true to the required lines and grades in the pattern detailed on the Plans. Pavers shall be tightly butted. Joints between pavers shall be uniform and per manufacture's recommendations. There shall be no raised edges, either pavers or materials adjacent to pavers, that could allow someone to trip. The tolerance for such edges shall be 0" - 1/16" maximum in range.

After a sufficient area of pavers has been installed, the pavers shall be compacted by running a mechanical vibratory compactor over the paved surface until the pavers are uniformly leveled, true to grade, and totally immobilized. Where required, pavers shall be accurately cut with a masonry or concrete saw. Cut edges shall be plumb and straight. Scoring and breaking shall not be acceptable. Joints between pavers shall be filled by sweeping sharp sand into the joints. When joints are filled, paver surfaces shall be swept clean of sand. Paver edgings shall be installed per manufacturer's recommendations.

After completion of the unit pavers, paver installation areas shall be thoroughly swept clean and surface shall be left unsoiled. Where required by the Engineer, surface shall be cleaned with water or an approved cleaner.

Measurement and Payment: This work will be measured for payment in place and the area computed in square feet. This work will be paid for at the contract unit price per SQUARE FOOT for BRICK PAVER BANDING.

TREE GRATES

Description.

This work shall consist of furnishing the following:

1. Manufacturer: Neenah Foundry, www.nfco.com, Model: R-8742-A or
2. Manufacturer: Reliance Foundry, www.reliance-foundry; Model: #R-8713 or
3. Manufacturer: Iron Age Designs, www.ironagegrates.com, Model: DIX60dial99TG

Tree Grate Construction:

1. Size: 60" x 60"
2. Tree Opening: 18" diameter, expandable
3. Weight: 418 lbs. per set
4. Installation Method: Support frames to be cast into concrete with tree grate.

Material Finish: Natural Cast Iron

Comply with installation requirements in Section 02750 – Concrete Paving.

Surface of tree grate to be flush with surrounding finish surface. Variation from flush not to exceed plus or minus 1/8 inch.

METHOD OF MEASUREMENT: Furnishing and installing tree grates and frames and all associated equipment and materials will be measured in place as for tree grates and frames. The cost of pea gravel infill shall be incidental to the cost of Trees Grates and Frames.

BASIS OF PAYMENT: Furnishing and installing tree grates and frames and pea gravel will be paid for at the contract unit price as EACH for all TREE GRATES AND FRAMES.

REMOVE EXISTING BRICK PAVERS

Description.

This work consists of the full depth removal of brick sidewalk at locations as shown on the plans. The work shall be done in accordance with Section 440 of the Standard Specifications. Prior to removal operations, the sidewalk shall be sawcut to avoid cracking adjoining sections.

Basis of Payment

This work shall be paid for at the Contract unit price per square foot for REMOVE EXISTING BRICK PAVERS, which price shall include labor, equipment, and disposal of unsuitable material outside the right-of-way.

MAINTENANCE OF ACCESS TO ABUTTING PROPERTY

Description.

This item of work under this item shall include furnishing all labor, materials, tools and equipment required for the Maintenance of Access to Abutting Property, including but not limited to the furnishing, transporting, placing, maintaining, removing, and disposing of all materials used for maintenance of access to abutting property during the construction of this property.

The Contractor shall deliver the construction demolition debris resulting from Maintenance of Access to Abutting Property to a recycling facility, recycling transfer station or other permitted waste hauling facilities, which accept construction and demolition debris for the transfer to a recycling facility.

General Requirements.

The Contractor shall at all times conduct the work in such a manner as to insure the least obstruction to vehicular and pedestrian traffic. The convenience of the general public and of residents along the involved streets shall be provided for in an adequate and satisfactory manner as directed by the City.

The Contractor shall provide and maintain acceptable, temporary access from the street being improved to abutting side streets, alleys, driveways, parking lots, buildings, houses and/or other property where egress and ingress is required. The temporary access shall be provided using the various means listed below:

- Steel cover plates of the proper size and strength to span the work area.
- Wood ramps and boards with railing, spanning the work zone.
- Pedestrian barricades.
- Crushed stone.
- Or other means approved by the City.
- Temporary access shall meet ADA requirements.

When permanent access has been re-established, the materials used for temporary access shall be removed by the Contractor and shall become his property for disposal thereof. However, he may use the same material in other locations to provide temporary access if approved by and as directed by the City.

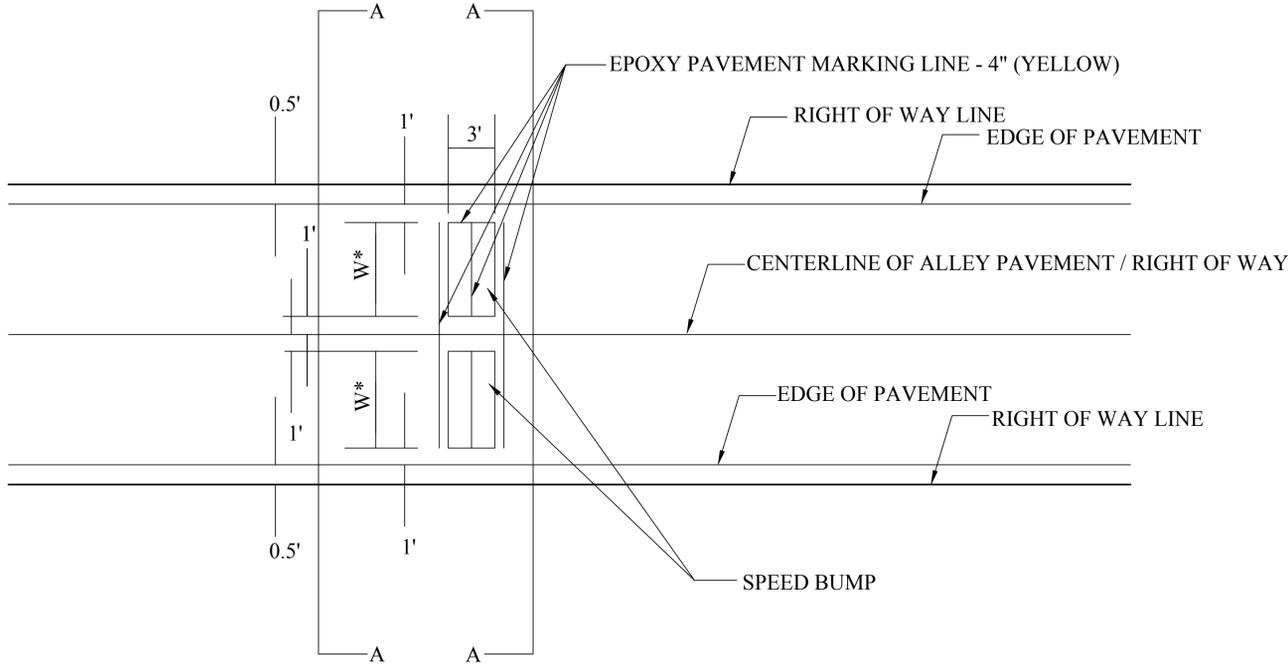
Additional, site cleanliness must be maintained at all times, both inside and outside the work zone areas.

Method of Measurement.

MAINTENANCE OF ACCESS TO ABUTTING PROPERTY will not be paid separately but shall be considered incidental to various pay items.

CITY	COUNTY	NO. OF SHEETS	SHEET NO.
EVANSTON	COOK		

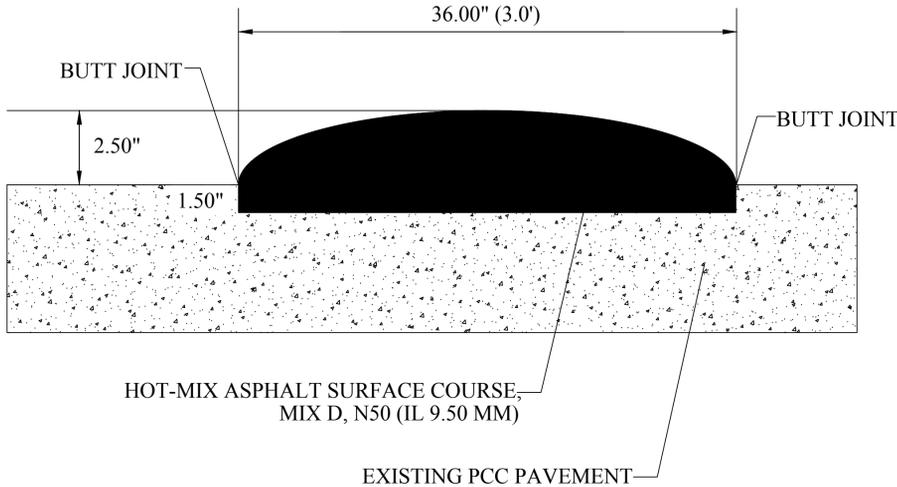
ALLEY SPEED BUMP
EXISTING PAVEMENT



W* = 5.0' FOR PAVEMENT WIDTH 15.0' AND MORE
W* = 4.0' FOR PAVEMENT WIDTH LESS THAN 15.0'+

ALLEY SPEED BUMP PLAN VIEW

NOT TO SCALE



SECTION A - A

NOT TO SCALE

NOTE:

ALL WORK PAID AT THE CONTRACT UNIT PRICE PER FOOT FOR SPEED BUMPS (VARIOUS ALLEYS). THE DISTANCE MEASURED FOR PAYMENT WILL BE THE WIDTH OF EACH BUMP

SPEED HUMP DETAIL

EXISTING PAVEMENT

CITY	COUNTY	NO. OF SHEETS	SHEET NO.
EVANSTON	COOK		

DETAIL SPECIFICATIONS

1. GENERAL STANDARD

- A. ALL SPEED HUMPS SHALL BE INSTALLED PER FIGURE 4.1, PAGE 13 OF THE INSTITUTE FOR TRANSPORTATION ENGINEERS "GUIDELINES FOR THE DESIGN AND APPLICATION OF SPEED HUMPS", AS FOLLOWS:**

"GUIDELINES FOR THE DESIGN AND APPLICATION OF SPEED HUMPS", AS FOLLOWS:

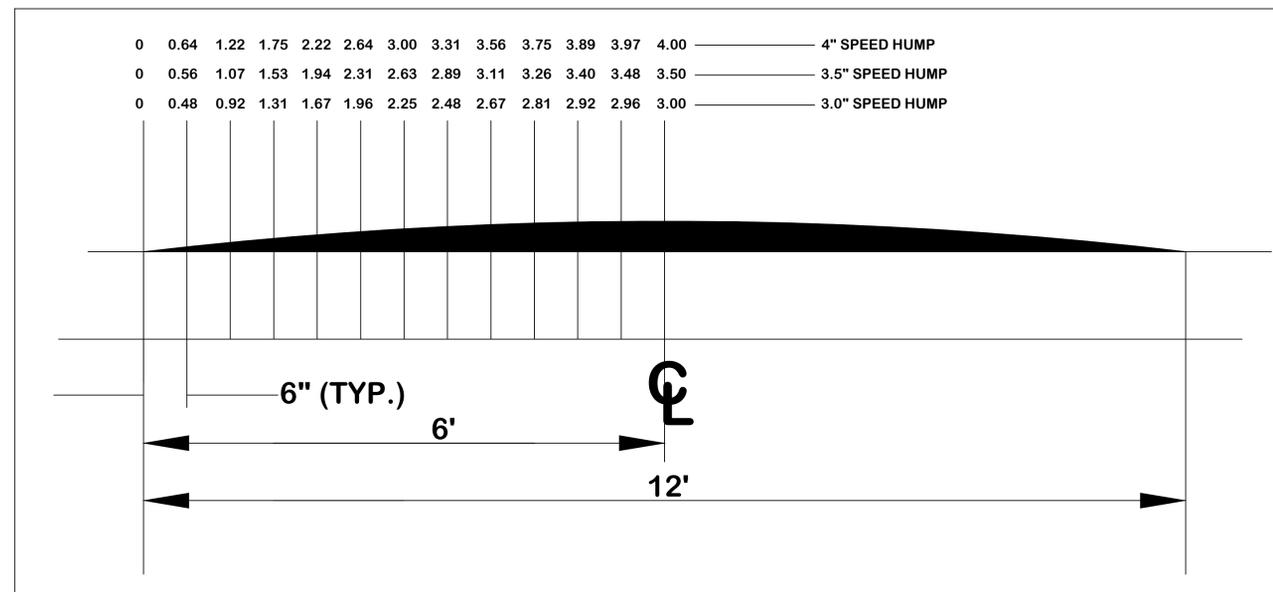


FIGURE 4.1

SOURCE: CLEMENT, J. P. "SPEED HUMPS AND THE THOUSAND OAKS EXPERIENCE." CITY OF THOUSAND OAKS THOUSAND OAKS, CA SEPTEMBER 1982.

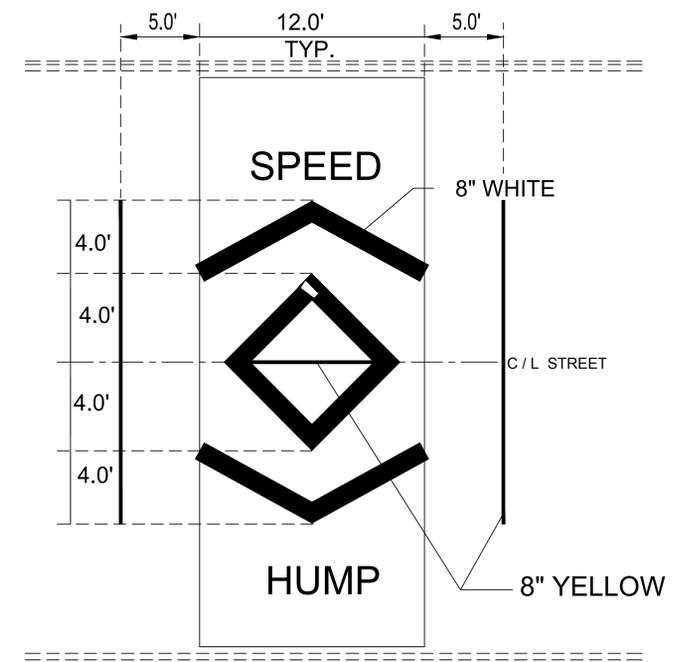
2. GENERAL REQUIREMENTS

- A. SPEED HUMPS WILL BE 12' IN LENGTH AND WILL COVER THE ENTIRE STREET WIDTH WHILE MAINTAINING THE GUTTER LINE.**
- B. THE STANDARD HEIGHT OF A SPEED HUMP WILL BE 3 1/2" AT ITS HIGHEST POINT.**
- C. THE STREET SURFACE WILL BE MILLED TO A DEPTH OF 1" ON ALL SIDES EXTENDING 1.0' FROM THE PERIMETER INTO THE SPEED HUMP AREA. TACK COAT (BITUMINOUS PRIMING MATERIAL) TO BE APPLIED BEFORE THE SURFACE COURSE IS PLACED. BITUMINOUS CONCRETE SURFACE COURSE, MIXTURE D, CLASS I, TYPE 2 WILL BE USED AS THE SURFACE COURSE.**
- D. ADVANCED WARNING SIGNS WILL BE DONE BY THE CITY.**
- E. SPEED HUMPS SIMILAR TO THE SPECIFIED SPEED HUMPS THAT HAVE ALREADY BEEN INSTALLED IN THE CITY MAY BE VIEWED ON DOBSON STREET BETWEEN DODGE AVENUE AND ASBURY AVENUE.**

NOTE:

ALL WORK PAID AT THE CONTRACT UNIT PRICE PER FOOT FOR SPEED HUMPS (VARIOUS STREETS). THE DISTANCE MEASURED FOR PAYMENT WILL BE THE WIDTH OF EACH HUMP

SPEED HUMP DETAIL NOT TO SCALE



Cook County Prevailing Wage Rates posted on 1/15/2025

Trade Title	Rg	Type	C	Base	Foreman	Overtime					Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
						M-F	Sa	Su	Hol	H/W						
ASBESTOS ABT-GEN	All	ALL		50.15	51.15	1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		41.27	44.57	1.5	1.5	2.0	2.0	15.84	16.02	0.00	0.90		3.11	6.21
BOILERMAKER	All	BLD		55.76	60.77	2.0	2.0	2.0	2.0	6.97	26.44	0.00	3.34	1.95	0.00	38.26
BRICK MASON	All	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98
CARPENTER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
CEMENT MASON	All	ALL		52.00	54.00	2.0	1.5	2.0	2.0	17.81	23.00	0.00	1.15		2.00	4.00
CERAMIC TILE FINISHER	All	BLD		47.09	47.09	1.5	1.5	2.0	2.0	13.00	16.82	0.00	1.09	0.00	5.17	10.34
CERAMIC TILE LAYER	All	BLD		54.84	59.84	1.5	1.5	2.0	2.0	13.00	20.68	0.00	1.17	0.00	7.15	14.30
COMMUNICATION ELECTRICIAN	All	BLD		49.86	54.85	1.5	1.5	2.0	2.0	15.60	14.43	1.25	1.22	0.15	0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		62.10	68.14	1.5	1.5	2.0	2.0	13.08	20.88	0.00	3.32	0.00	18.64	37.28
ELECTRIC PWR GRNDMAN	All	ALL		48.44	68.14	1.5	1.5	2.0	2.0	10.20	16.29	0.00	2.60	0.00	14.55	29.09
ELECTRIC PWR LINEMAN	All	ALL		62.10	68.14	1.5	1.5	2.0	2.0	13.08	20.88	0.00	3.32	0.00	18.64	37.28
ELECTRICIAN	All	ALL		55.55	61.11	1.5	1.5	2.0	2.0	19.06	20.61	1.50	1.78	0.40	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		67.84	76.32	2.0	2.0	2.0	2.0	16.18	20.96	5.42	0.75		0.00	0.00
FENCE ERECTOR	All	ALL		51.00	53.00	1.5	1.5	2.0	2.0	13.74	18.32	0.00	0.75		0.00	0.00
GLAZIER	All	BLD		51.55	53.05	1.5	2.0	2.0	2.0	15.64	26.18	0.00	2.27	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		55.02	58.32	1.5	1.5	2.0	2.0	15.84	19.01	0.00	0.90		4.60	9.20
IRON WORKER	All	ALL		59.26	62.76	2.0	2.0	2.0	2.0	18.30	26.31	0.00	0.49	0.00	0.00	0.00
LABORER	All	ALL		50.15	50.90	1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
LATHER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
MACHINIST	All	BLD		58.39	62.39	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		39.50	53.55	1.5	1.5	2.0	2.0	12.70	22.32	0.00	0.73	0.00	2.88	5.76
MARBLE SETTER	All	BLD		51.00	56.10	1.5	1.5	2.0	2.0	12.70	24.01	0.00	0.92	0.00	3.73	7.45
MATERIAL TESTER I	All	ALL		40.15		1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		45.15		1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
MILLWRIGHT	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00

Cook County Prevailing Wage Rates posted on 1/15/2025

OPERATING ENGINEER	All	BLD	1	60.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	2	59.50	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	3	56.95	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	4	55.20	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	5	64.55	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	6	61.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	7	63.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	1	69.35	69.35	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	2	67.85	69.35	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	3	63.35	69.35	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	4	58.85	69.35	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	5	70.85	69.35	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	6	58.85	69.35	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	1	59.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	2	58.45	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	3	56.40	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	4	55.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	5	53.80	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	6	62.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	7	60.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		57.51	60.51	2.0	2.0	2.0	2.0	14.31	26.50	0.00	2.00	0.00	0.00	0.00
PAINTER	All	ALL		53.05	59.68	1.5	1.5	1.5	2.0	15.76	16.19	0.00	1.86	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		45.49	51.09	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIVER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
PIPEFITTER	All	BLD		57.00	60.00	1.5	1.5	2.0	2.0	13.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		50.00	53.00	1.5	1.5	2.0	2.0	17.81	21.22	0.00	1.15		0.00	0.00
PLUMBER	All	BLD		58.55	62.05	1.5	1.5	2.0	2.0	17.75	17.74	0.00	1.83		0.00	0.00
ROOFER	All	BLD		50.25	55.25	1.5	1.5	2.0	2.0	11.98	17.34	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		53.05	57.29	1.5	1.5	2.0	2.0	14.88	28.65	0.00	1.15	0.00	0.00	0.00

Cook County Prevailing Wage Rates posted on 1/15/2025

SIGN HANGER	All	BLD		36.72	39.66	1.5	1.5	2.0	2.0	7.45	4.70	0.00	0.00	0.00	0.00	0.00
SPRINKLER FITTER	All	BLD		60.00	62.75	1.5	1.5	2.0	2.0	14.95	19.40	0.00	1.10	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		59.26	62.76	2.0	2.0	2.0	2.0	18.30	26.31	0.00	0.49	0.00	0.00	0.00
STONE MASON	All	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98
SURVEY WORKER	All	BLD		56.50	57.50	1.5	1.5	2.0	2.0	17.75	14.15	0.00	1.49		0.00	0.00
SURVEY WORKER	All	HWY		56.50	57.50	1.5	1.5	2.0	2.0	17.75	14.15	0.00	1.49		0.00	0.00
TERRAZZO FINISHER	All	BLD		48.94	48.94	1.5	1.5	2.0	2.0	13.00	18.42	0.00	1.11	0.00	4.22	8.44
TERRAZZO MECHANIC	All	BLD		52.85	56.35	1.5	1.5	2.0	2.0	13.00	19.81	0.00	1.15	0.00	4.47	8.94
TRAFFIC SAFETY WORKER I	All	HWY		42.10	43.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		43.10	44.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	1	43.45		1.5	1.5	2.0	2.0	13.15	16.09	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	2	43.70		1.5	1.5	2.0	2.0	13.15	16.09	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	3	43.90		1.5	1.5	2.0	2.0	13.15	16.09	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	4	44.10		1.5	1.5	2.0	2.0	13.15	16.09	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	1	43.43		1.5	1.5	2.0	2.0	11.70	16.11	0.00	0.25		0.00	0.00
TRUCK DRIVER	W	ALL	2	43.58		1.5	1.5	2.0	2.0	11.70	16.11	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	3	43.78		1.5	1.5	2.0	2.0	11.70	16.11	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	4	43.98		1.5	1.5	2.0	2.0	11.70	16.11	0.00	0.25	0.00	0.00	0.00
TUCKPOINTER	All	BLD		51.53	52.53	1.5	1.5	2.0	2.0	10.05	22.66	0.00	1.15	0.00	0.00	0.00

Legend

Rg Region

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

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

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Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations COOK COUNTY

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

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial,

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education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

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

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

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

OPERATING ENGINEER - BUILDING

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

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

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro

Cook County Prevailing Wage Rates posted on 1/15/2025

Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

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

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER

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Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

TERRAZZO FINISHER

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

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

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

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

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

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trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

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Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

1 REGISTER

Go to:

<https://www.demandstar.com/registration>

Create an Account with DemandStar

You are one step away from picking your free government agency

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Next



2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box

3 CHECK OUT

Check out with your **FREE AGENCY** Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States

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Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

City of Metropolis ✕

Narrow down your search by selecting a state and county.

State	County
Select State ▼	Select County ▼

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- City of Metropolis Purchasing
- Metropolis Technical College

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Counties (0)

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Total	(0 subscriptions)	\$0/year

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DEMANDSTAR

B u i l d i n g C o m m u n i t i e s .

(E-bidding) Electronic Bidding Instructions

Introduction

To submit a bid electronically (e-bidding) on DemandStar

- The project **MUST** be setup for e-bidding by the government agency advertising the opportunity

Bid Identifier	Agency Name	Bid Status	Broadcast Date	Date Due ▼	Name	Actions
RFP-2019-01-0-2019/df	Town of Malabar	Active	5/15/2019	5/31/2019	Malabar Parks and Recreation Board Memorial Wall Project	Planholders, Download/Order, Details
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching "Backpack" Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	E-Bidding, Planholders, Download/Order, Details



How to check if it is an e-bidding opportunity

- Not all opportunities posted on DemandStar by government are available for e-bidding
- Those that are available for you to electronically bid will list "e-bidding" as an available "ACTION" when you look at the project details

In order to do
e-bidding

1. Click on “E-bidding” in
the actions column

Bid Identifier	Agency Name	Bid Status	Broadcast Date	Date Due ▼	Name	Actions
RFP-2019-01-0-2019/df	Town of Malabar	Active	5/15/2019	5/31/2019	Malabar Parks and Recreation Board Memorial Wall Project	Planholders, Download/Order, Details
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching “Backpa Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	E-Bidding, Planholders, Download/Order, Details



In order to do
e-bidding

2. Enter your contact information and enter in all required fields

Note: You **MUST** put a number of the “BID AMOUNT” box. However, that number can be 0 so as to allow for a more detailed description of your bid through your uploaded documents.

Contact Information

** indicates required fields*

Company Name *

Address 1 *

Address 2

City *

State *

Postal Code *

Phone *

Fax

Country *

 Bid Amount *

Alternate Bid Amount

Notes

In order to do e-bidding

- In the agency required documents section – check the documents you intend on uploading and fulfilling. By checking these boxes this is **ONLY** an acknowledgement of how you will fulfill the requirement. You still have to upload the documents.

Required Documents



The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online) and which ones you will submit directly to the agency (offline).

Agency Required Documents

Document	None	Online/ Electronic	Offline/ Manual	Not submitting
-				
Bid Reply	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Checklist	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Subcontractor List	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Current Workload, List of Projects and Completion Dates	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Questionnaire	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Drug Free Workplace Form	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

In order to do e-bidding

Upload your response documents in an accepted file format

Make sure that you have covered and uploaded all the required documents

E-Bid Response Documents

Agency Name	City of Port St. Lucie, Procurement Management Department
Bid Number	EBID-20190077-0-2019/HF
Bid Name	Purchase Breaching "Backpack" Kits, Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded
Bid Due Date	5/31/2019 3:00:00 PM Eastern time
Bid Opening	14 days, 21 hours, 45 minutes, 5 seconds

No response documents uploaded

Agency Accepted File Formats



Formats

Adobe Acrobat (*.PDF)
Microsoft Excel (*.XLS)
Microsoft Excel (*.XLSX)
Microsoft PowerPoint (*.PPT)
Microsoft Word (*.DOC)
Microsoft Word (*.DOCX)

Upload Electronic Documents

** indicates required fields*



Document Title *

Specify Upload Document *

Choose File No file chosen

(Type the path of the document, or click the Browse button.)

Upload

In order to do e-bidding

Once you decide you've uploaded all your documents that you would like to submit, make sure you click the **NEXT** button at the bottom of the screen

E-Bid Response Documents

Agency Name City of Port St. Lucie, Procurement Management Department
Bid Number EBID-20180218-0-2018/jer
Bid Name Sculpture on Lawn at City Hall Temporary Art Installation
Bid Due Date 1/9/2019 2:00:00 PM Eastern time
Bid Opening 100 days, 1 hour, 20 minutes, 11 seconds

	Document Title	Format	Size	Uploaded	Status	Action
1	 E-Bidding for Suppliers	Microsoft Word	12 Kb	10/1/2018 9:39:50 AM	Complete	View , Remove

Agency Accepted File Formats

Formats
Adobe Acrobat (*.PDF)
Microsoft Excel (*.XLS)
Microsoft Excel (*.XLSX)
Microsoft PowerPoint (*.PPT)
Microsoft Word (*.DOC)
Microsoft Word (*.DOCX)

Upload Electronic Documents

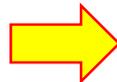
* indicates required fields

Document Title *

Specify Upload Document *

(Type the path of the document, or click the Browse button.)

Your document has successfully uploaded but your response is not yet complete. You must still click 'Submit Response' on Bid Response Details page in order to complete your response and receive a confirmation



Completing your e-bid submittal

- Please **VERIFY** that you have attached **ALL** the required documents
- Click on the **Submit Response** button to complete your e-bid

Agency Required Documents

EDIT

1. **Bid Reply** (Electronic/Online) ✓
2. **Checklist** (Electronic/Online) ✓
3. **Subcontractor List** (Electronic/Online) ✓
4. **Current Workload, List of Projects and Completion Dates** (Electronic/Online) ✓
5. **Questionnaire** (Electronic/Online) ✓
6. **Drug Free Workplace Form** (Electronic/Online) ✓
7. **Current Certificate of Insurance** (Electronic/Online) ✓
8. **License/Certification to do Described Work** (Electronic/Online) ✓
9. **Reference Check Form** (Electronic/Online) ✓
10. **E-Bid Reply Excel Spreadsheet** (Electronic/Online) ✓
11. **E-Bid Bond** (Electronic/Online) ✓
12. **Vendor Code of Ethics** (Electronic/Online) ✓
13. **W-9 form** (Electronic/Online) ✓

Uploaded Documents

EDIT

1. test document upload to ensure e-bidding active

E-Bid Confirmation

After clicking "Submit Response" the following process will begin:

- We will verify that your response is complete as entered.
- You will see a confirmation page with your confirmation number and date/time stamp of your upload.
- You will receive a confirmation e-mail indicating a successful response submittal.
- You may track your response submission under the View Responses page.

If you do not receive any of the above, please call Supplier Services at (206) 940-0305.

<< Return

Submit Response

Confirmation of Response

- When you complete you will receive a confirmation
- This is a confirmation that what you uploaded will be visible to the agency when the bid closes, **this is not** a confirmation that all your documents were fill out or submitted correctly

E-Bid Response Details

Agency Name City of Port St. Lucie, Procurement Management Department

Bid Number EBID-20180218-0-2018/er

Bid Name **Sculpture on Lawn at City Hall Temporary Art Installation**

Bid Due Date 1/9/2019 2:00:00 PM Eastern time

Bid Opening 100 days, 1 hour, 6 minutes, 46 seconds

Response # 15104

Results Your bid response is submitted.

<< Return

Post Submission Edits

If you feel like you missed something or need to make a change you can go back to your submittal response and edit your e-bid. By clicking on “DETAILS” then “EDIT” the section you wish

Bid Identifier	Agency Name	Bid Status	Broadcast	Date Due ▼	Name	Status	Actions
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching “Backpack” Kits, Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	Incomplete	Details, Bid, History

Contact Information

EDIT

Company Name Sample DBE Company
Address 1 509 Olive Way
Address 2
City Seattle
State Washington
Postal Code 98101
Phone 2063739233
Fax 2063739233
Country United States of America
Bid Amount \$0.00
Alternate Bid Amount
Notes



Agency Required Documents

EDIT

1. Bid Reply (Electronic/Online) ✓