

CITY OF EVANSTON

SPECIFICATIONS AND BID DOCUMENTS
Construction Bid with Sub-Contractors

BID NUMBER: 25-49

For

2025 Small Diameter Light Sewer Cleaning
August 14, 2025



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

VIRTUAL BID OPENING: 2:15 P.M., Tuesday, September 2, 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 December 12, 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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ADDITIONAL DOCUMENTS

Ordinance 23-O-25, Responsible Bidder Ordinance.....	20 pages
Prevailing Wages.....	10 pages
DemandStar E-bidding Information	13 pages
Location Maps	5 pages
List of Sewers to be Cleaned	8 pages

***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) AND ORDINANCE 23-O-25 THE RESPONSIBLE BIDDER ORDINANCE**

CITY OF EVANSTON

NOTICE TO BIDDERS

The City's Purchasing Office will receive bids until 2:00 P.M. local time Tuesday, September 2, 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 Small Diameter Light Sewer Cleaning
Bid Number: 25-49

Work on this project includes light cleaning of approximately between 44,500 and 74,500 feet of combined sewer main, 8-inch to 24-inch in diameter.

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

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. RESPONSIBLE BIDDER POLICY

All contractors must follow the requirements of Ordinance 23-O-25, the City's Responsible Bidder Ordinance. Ordinance 23-O-25 is attached hereto for reference. The following items are required of all contractors:

- **Local Employment Program (LEP):** Contractors must ensure that at least 15% of total on-site work hours are performed by Evanston residents and that at least one Evanston resident is hired. These obligations apply across all tiers of subcontractors and must be documented.
- **Apprenticeship Training Program:** Bidders shall submit evidence of enrollment in a U.S. Department of Labor registered Apprenticeship Training Program for each construction craft performed. These programs must have graduated at least five apprentices in each of the last five years.
- **Minimum Performance Threshold:** Named bidder must directly perform at least 25% of project services. Affiliates or subsidiaries do not count toward this percentage.
- **Commercially Useful Function:** All contractors and subcontractors must actively manage and perform contract work. Excessive subcontracting or pass-through participation may result in disqualification.
- **Subcontractor Disclosure:** Submit the name, address, and documentation for all subcontractors with bid. Each subcontractor must comply with all requirements set forth in this template.

29. 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.

30. 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.

31. INCURRED COSTS

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

32. VARIANCES

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

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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](#)

39. BIDDER SUBMITAL REQUIREMENTS FOR RESPONSIBLE BIDDER ORDINANCE

Documentation or Certification	Description
OSHA Certification	10-hour or greater OSHA safety card copies for all employees on-site
Prevailing Wage Compliance	Statement confirming 5-year compliance with the Illinois Prevailing Wage Act
Substance Abuse Program	Copy of written program per 820 ILCS 265/1
Workers' Compensation Policy	Active policy and classification documentation
UI Act Registration	IDES current registration
Corporate Status	Illinois Secretary of State Business Services record
Tax and Legal Disclosures	List of liens, judgments, or violations from the last 5 years
Business Licenses	Copies of all relevant licenses with current status
Statement of Similar Projects	Last 5 years' public works projects with references
Performance History	Public body contracts completed in the last 3 years
Subcontractor Information	Full documentation for each subcontractor
Sam.gov ID Number	ID Number to be used on projects with State or Federal Funding

If applicable, compliance documentation under:

- Davis-Bacon and Related Acts
- Employee Certification Act
- 720 ILCS 5/33-11 Anti-Bid Rigging Certification

Additional contractor responsibilities include:

- Submission of certified payrolls within five (5) working days of each pay period end
- Identification of all employees by name, address, craft, status, and hire date
- Documentation that all employees are properly classified and licensed

- Notification within two (2) business days of any resident employee resignations or terminations
- Replacement of Evanston resident employees within five (5) business days to avoid penalties
- Provision of required documentation prior to any subcontractor commencing work

Failure to meet these requirements may result in penalties of up to 1% of the approved project price, and may jeopardize future eligibility for City contracts.

40. **PROJECT LABOR AGREEMENT NOTICE (if required)**

A Project Labor Agreement (PLA) may be required. If so, all successful bidders must become signatories to the PLA for the duration of the project. There is no requirement to affiliate with a union, and non-union bidders are fully eligible.

41. **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 James Knuth, at jknuth@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.

42. **COORDINATION OF EXISTING SITE WITH DRAWINGS**

- 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.
- 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.

43. **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.”

44. COMPLIANCE WITH LAWS

- A. 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.

45. 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.

46. 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.

47. 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 (Delete D. if Lump Sum Bid)

- 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 the Completion Date provided in the Special Conditions of the Technical Specifications. In the event the work is not substantially completed by the Substantial Completion Date, then in addition to any remedies available to the City, the Contractor will pay to the City the sum of Seven Hundred and Fifty 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 INSURANCE 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.

TECHNICAL SPECIFICATIONS

SCOPE OF WORK

The City of Evanston, hereinafter referred to as the "CITY", is accepting bids for the light cleaning approximately between 44,500 and 74,500 feet of sewer mains 8-inch to 24-inch in diameter from qualified bidders, hereinafter referred to as the "CONTRACTOR". The CONTRACTOR shall provide employees, equipment and materials necessary to complete this work in accordance with the following terms and conditions and technical specifications.

The locations of the sewers to be clean are shown in the attached Location Maps. A List of Sewers to be Cleaned is also attached.

SPECIAL CONDITIONS

A) Work Schedule:

- a. Within ten days after receiving a fully executed copy of the Purchase Order, the CONTRACTOR must submit to the CITY a proposed schedule of the WORK. The CONTRACTOR must work closely with the CITY in preparing this schedule and completing this work. All work on the project must be completed within the specified timeline.
- b. On a daily basis, the CONTRACTOR shall notify the CITY 24 hours in advance of where the cleaning work will be occurring.

B) The CONTRACTOR should be aware that no work shall be allowed on the following holidays: New Year's Day, Martin Luther King Day, Passover, Good Friday, Memorial Day, Juneteenth, July 4th, Labor Day, Rosh Hashanah, Yom Kippur, Election Day, Thanksgiving Day, the Day After Thanksgiving, Hanukkah, Christmas Eve, and Christmas.

C) Work shall be completed during the CITY's hours of normal operation, Monday to Friday from 7:00 am to 4:00 pm. Under extenuating circumstances, the CONTRACTOR may request to work outside of these hours for safety reasons in congested areas. For these cases, the contractor must submit a formal approval request letter to the CITY three weeks before the work is to be performed. The approval request letter shall include relevant information including, but not limited to, reason for request, location of work, and anticipated work hours.

D) The CONTRACTOR shall purchase NO PARKING signs from the CITY (\$0.35 each) necessary to complete the project. The NO PARKING signs must be posted 48 hours in advance of the date when they become effective. The CONTRACTOR shall keep a log of the locations of the posted NO PARKING signs. The CONTRACTOR shall take a picture of each site where a sign is posted. The NO PARKING signs must be removed by the CONTRACTOR immediately after the completion of the work.

E) Fire Hydrant Use:

- a. The fire hydrants the CONTRACTOR is allowed to use and not allowed to use are shown on the attached Location Maps. Before any sewer cleaning work begins, CONTRACTOR shall submit a written request to the CITY indicating what specific fire hydrants they plan to use for the sewer cleaning work.
- b. The CONTRACTOR must receive approval from the CITY prior to operating fire hydrants when nighttime temperatures drop below 32 degrees Fahrenheit. If approved, the CONTRACTOR must operate and fully drain the fire hydrants per the CITY's direction.
- c. The CITY will provide the CONTRACTOR with a fire hydrant permit and the water necessary to carry out the specified work. With the fire hydrant permit, the CONTRACTOR has the option of using either a cart assembly or a hydrant meter when obtaining water from a City hydrant. Both the cart assembly or hydrant meter will be provided by the CITY.
 - i. The cart assembly includes a hydrant meter, an RPZ, isolation valves on either side of the RPZ, a hydrant wrench, and a 5' length of flexible 2" hose for making the connection from the cart to the hydrant. Note that any hoses attached to fire hydrants or the cart assembly may not run across road pavement without proper protection as approved by the CITY, to prevent damage to the water mains. A total of \$3,050 is due at the time of the permit issuance, which includes \$500 refundable damage deposit against all hydrants listed on the permit, \$2,500 refundable damage deposit against each cart assembly on loan, and a \$50 monthly non-refundable rental fee for each cart assembly. Fees for additional rental months can be collected at time of permit issuance, paid when the cart is returned, or credited against deposits to be refunded.
 - ii. For the hydrant meter, the CONTRACTOR will be responsible for supplying an approved air gap for use with the hydrant meter. Before the fire hydrant permit for the hydrant meter can be issued, the air gap supplied by the CONTRACTOR will need to be approved by the City. A total of \$1,500 is due at the time of the permit issuance, which includes \$500 refundable damage deposit against all hydrants listed on the permit, and a \$1,000 refundable damage deposit against each hydrant meter on loan.

F) The CITY will provide a dumpsite for all debris collected during the specified work. The dump site will be open from 7:30 A.M. to 2:30 P.M. during normal working days. The CONTRACTOR's vehicles must be empty when they arrive in the CITY; no debris can be dumped from other jobs. The CONTRACTOR will be responsible for maintaining the proper drainage of the drying bed system. This will be accomplished by cleaning the 5 catch basin structures and 300 feet of 8-inch diameter sewer pipeline, located at the site, on a weekly basis as needed when in use. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.

G) The CITY will provide the Contractor with a parking area to accommodate up to two vehicles during the contract period. No other materials, equipment, or waste may be stored outside of the vehicles. The CITY will not be responsible for these items at any time. The contractor will assume all risk and liability associated with the storage of material/equipment at on-site locations.

H) The CITY will periodically observe the CONTRACTOR's work in the field to ensure that the CONTRACTOR is complying with the requirements of the work.

I) The CONTRACTOR is responsible for any backup that occurs as part of this WORK. All restoration work to property damaged by a backup shall be completed at the sole expense of the CONTRACTOR.

I) The inclusion of the Alternate Bid Item in the final WORK will be determined by the CITY at the time of award. The Alternate Bid Item must be included by the CONTRACTOR as shown on the Bid Form.

J) Completion Date: Time is of the essence in this contract. All sewer cleaning work shall be completed by December 19, 2025. No sewer cleaning work is allowed after the Completion Date. Payment shall be based on the Measurement and Payment Section, and all sewer cleaning work performed up to the Completion Date.

TECHNICAL REQUIREMENTS

- A) The combined sewer pipeline shall be cleaned by the CONTRACTOR in accordance with the NASSCO Recommended Specifications for Sewer Collection System Rehabilitation specification for sewer line cleaning.
- B) The CONTRACTOR shall provide the equipment, an operator, and the tools necessary to remove foreign materials and restore the sewer to a minimum of 95% of the original carrying capacity. All loosened debris from the pipeline shall be vacuumed out at the downstream manhole of the pipeline section being cleaned. Passing material from manhole to manhole will not be permitted when the total length of the consecutive pipeline sections being cleaned is greater than 250 feet.
- C) The pipeline sewer cleaning shall be performed in the following manner and as approved by the CITY employee working with the CONTRACTOR's personnel:
- a. Prior to jet cleaning, the upstream manhole cover must be removed and replaced with an open grate cover or be barricaded. If barricades are used it is the responsibility of the CONTRACTOR to make the area safe. This procedure will prevent a vacuum from forming in the pipeline when jetting, preventing the water column in building traps from being siphoned out.
 - b. An initial cleaning shall be attempted using the high-pressure jet cleaning equipment mounted on an appropriately sized skid. Should this initial cleaning indicate that no major obstructions (roots or collapsed pipe) exist, the cleaning shall continue with a light cleaning, as defined below.
 - c. No video inspection is required to be submitted on this Project.
- D) The CONTRACTOR must have appropriate size skids on all rodding trucks. Rodding work performed without the proper equipment will not be accepted or paid. Prior to the start of any work, The CONTRACTOR shall submit a list of all equipment to be used for approval by the CITY. Failure to have the appropriate tools and equipment may result in termination of this contract.
- E) Should the initial cleaning indicate a collapsed pipe, the cleaning effort shall be abandoned and the CITY representative notified immediately.
- F) Light Cleaning
- a. A standard jet nozzle and appropriate sized skid with the high-pressure jet cleaning equipment shall be used for all sewer mains 12 inches and smaller in diameter. For all sewer mains from 15 inches to 21 inches the CONTRACTOR must use a culvert type cleaning head (such as Little Thunder) with the high-pressure jet cleaning equipment. For 24 inch sewer mains the CONTRACTOR shall use a "Bull Dozer" type nozzle with the high-pressure jet cleaning machine. A minimum of three (3) passes and a maximum of five (5) passes using the high-pressure cleaning equipment will be made through each pipeline section.

G) Heavy Cleaning

- a. If after light cleaning has been performed, the sewer has not been restored to a minimum of 95% of the original carrying capacity, the CONTRACTOR shall submit a written request for heavy cleaning to the CITY. The CITY will review the request and will respond in two (2) to three (3) working days after the CONTRACTOR has submitted the heavy cleaning request. Heavy cleaning cannot be requested unless light cleaning has been performed.
- b. Any heavy cleaning work will require prior approval from the CITY prior to beginning. Any heavy cleaning work performed without prior approval from the CITY will not be paid.
- c. Heavy cleaning involves one (1) to five (5) passes of the high-pressure jet cleaning equipment (in addition to the 3 to 5 passes already performed as light cleaning).

EQUIPMENT

The designated combined sewer manhole sections shall be cleaned using a combination catch basin and high-pressure sewer-cleaning machine. The sewer-cleaning machine shall be capable of removing dirt, grease, rocks, bricks, sand, roots and other debris and obstructions from the sewer lines and manholes. The CONTRACTOR's equipment shall be capable of vacuuming debris from the flow line of the sewer at the same time the sewer line is being rodded to prevent debris from being blown by into the next section of pipeline.

All equipment used by the CONTRACTOR shall be designed to avoid damage to the sewer system. The CONTRACTOR shall be solely responsible for any damage caused to the sewer system by their activities and shall make any repairs at their own expense to the satisfaction of the CITY.

The sewer cleaning equipment shall have a drain to de-water the debris box prior to dumping the debris at the dumpsite.

High-pressure hydro-cleaning equipment, such as jet cleaning or jet rodders, shall have a selection of high velocity nozzles. These nozzles shall be approved prior to the start of the contract and prior to the start of each day by the CITY to ensure that the equipment is present to do the necessary work that day. The nozzles shall be capable of producing a scouring action from 15 degrees to 45 degrees in all size lines designated to be cleaned. For all sewer mains from 15-inch to 21-inch in diameter the CONTRACTOR must use a culvert type cleaning head (Little Thunder) with a minimum of eight (8) bottom jet nozzles. For 24-inch diameter sewer mains the CONTRACTOR shall use a "Bull Dozer" type nozzle with a minimum of nine (9) bottom jet nozzles. At any time, the CITY shall inform the CONTRACTOR if the nozzles jets are worn in such a way that the scouring pattern is not moving the debris down the pipeline. The cleaning equipment shall have a high pressure pump capable of producing a minimum of 65 gallons per minute at a minimum pressure of 2000 psi. The equipment shall also have a minimum of 500 feet of high-pressure jet hose and a high-pressure gun for washing and scouring manhole walls and floor. All cleaning equipment shall be equipped with a pentagon type wrench, a two and a half inch hydrant

adapter with a shut off valve and proper check valves or air gap to prevent a cross connection.

BID INFORMATION

The CONTRACTOR shall complete all blanks on the Bid Schedule.

SAFETY REQUIREMENTS

A) The CONTRACTOR shall carry out their operations in strict accordance with local, state, federal, and OSHA safety regulations. Particular attention is drawn to those safety requirements involving working with scaffolding and entering confined spaces.

B) The CONTRACTOR will be solely responsible for the protection of their workers from traffic by utilizing proper barricades, lights, and other approved methods of traffic control. With the exception of the NO PARKING signs, all necessary traffic control will be the responsibility of the CONTRACTOR and must be in accordance with all IDOT requirements. All costs associated with traffic control are to be included in the unit prices and will be considered as incidental to performing the required work.

C) The CONTRACTOR shall be solely responsible for the safety of their work force. The CONTRACTOR shall utilize safety harnesses, gas detectors, and other appropriate equipment utilized in sewer work, as well as, maintaining a first aid station. The CONTRACTOR is solely responsible for the safety and training of his or her staff in confined space entry.

TRAFFIC CONTROL

The CONTRACTOR shall provide all traffic control in accordance with applicable Department of Transportation regulations. Controls shall address vehicular, bicycle, and pedestrian traffic. Roadways shall be open to emergency vehicles at all times. CONTRACTOR shall promptly remove all loose material spilled on roadways during the execution of the work.

On streets where the CONTRACTOR cannot maintain two directions of traffic on a two-way street without flaggers or one direction of traffic on a one-way street, due to sewer cleaning work, the CONTRACTOR must submit a drawing with the traffic control plan for each site within ten (10) days of the issuance of the purchase order. Drawing shall be 11x17 colored aerial at 1"=20' scale including all proposed traffic routing and signs. Work will not be allowed to proceed without an approved traffic control plan.

The CONTRACTOR shall give reasonable notice to the owners of all private driveways and alleys before interfering with them. Daily construction operations shall be terminated at such locations that the operations of driveways and alleys are not obstructed. Driveways shall be passable between the hours of 6:00 p.m. and 9:00 am.

Driveways to fire department buildings, medical buildings, schools, and 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.

MEASUREMENT AND PAYMENT

For payment, the CONTRACTOR shall submit an accurate, complete and legible daily log sheet indicating the date of sewer cleaning, section of sewer lines cleaned (referenced by location and manhole numbers), pipe diameter, and number of passes.

All work for this contract will be paid for at the contract unit price per lineal foot of sewer cleaned. The total quantity for each sewer section shall be the measured straight-line distance in linear feet from the center of manhole to center of manhole, regardless of the number of set-ups and/or passes required.

A) Light Cleaning: The contract unit price for light cleaning shall be payment in full for all materials, labor and equipment required. Payment for light sewer cleaning is based on the actual length of sewers that are light cleaned. The CONTRACTOR shall measure the length of the sewer prior to submitting the payment application. Cleaning length will be verified by the CITY prior to payment. Video inspection is not included. For payment, light cleaning is defined as three (3) to five (5) passes using the high-pressure cleaning equipment through each pipeline section.

B) Heavy Cleaning: The contract unit price for light cleaning shall be payment in full for all materials, labor and equipment required. Payment for heavy sewer cleaning is based on the actual length of sewers that are heavy cleaned. The CONTRACTOR shall measure the length of the sewer prior to submitting the payment application. Cleaning length will be verified by the CITY prior to payment. Video inspection is not included. For payment, heavy cleaning is defined as an additional one (1) to five (5) passes using the high-pressure cleaning equipment through each pipeline section, after light cleaning has been performed. This pay item must be approved the CITY prior to proceeding. Any heavy cleaning work performed without prior approval from the CITY will not be paid.

All other work required to complete the sewer cleaning is considered incidental to the cost of these payment items.

ADDITIONAL INFORMATION

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

- a. Acknowledge the claim to the property owner.
- b. Send a copy of the said claim and acknowledgment to CITY.

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

- a. Forward the claim to the CONTRACTOR's insurance carrier.
- b. Require his or her insurance company to forward to the CITY 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 CITY 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 CITY 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.

EXHIBIT A – BID FORM
For
2025 Small Diameter Light Sewer Cleaning

(BID #25-49)

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 Small Diameter Light Sewer Cleaning**

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. Not used.

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:

BASE BID AMOUNT: \$ _____

ALLOWANCE (ADDITIONAL WORK – GENERAL): \$ _____

TOTAL BASE 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.

ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	SEWERS 8-IN TO 10-INCH IN DIAMETER, LIGHT CLEANING	LF	11,120		
2	SEWERS 12-IN TO 16-INCH IN DIAMETER, LIGHT CLEANING	LF	25,220		
3	SEWERS 18-IN TO 24-INCH IN DIAMETER, LIGHT CLEANING	LF	8,220		
TOTAL BASE BID					
ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
4A	SEWERS 8-IN TO 10-INCH IN DIAMETER, LIGHT CLEANING	LF	15,000		
5A	SEWERS 12-IN TO 16-INCH IN DIAMETER, LIGHT CLEANING	LF	14,920		
Subtotal					
6A	SEWERS 8-IN TO 10-INCH IN DIAMETER, HEAVY CLEANING	LF	1,500		
7A	SEWERS 12-IN TO 16-INCH IN DIAMETER, HEAVY CLEANING	LF	1,500		
8A	SEWERS 18-IN TO 24-INCH IN DIAMETER, HEAVY CLEANING	LF	1,500		
Subtotal					
TOTAL ALTERNATE BID					
TOTAL BID (BASE + ALTERNATE)					

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 Civic Center 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__

Notary Public Commission Expires: _____

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

RBO COMPLIANCE CERTIFICATION

[Company Letterhead]

City of Evanston – Bid Compliance Certification

We hereby certify that [Company Name] is in full compliance with the requirements set forth under Ordinance 23-O-25, attached hereto, including but not limited to all applicable provisions under Section 1-17-1 of the Evanston City Code.

Our company has reviewed and will adhere to:

- The Local Employment Program (LEP), including the hiring of Evanston residents and achieving 15% of project hours performed by said residents.
- The Apprenticeship Training Program requirement, with attached documentation of program participation and graduation rates.
- The prohibition on excessive pass-through subcontracting; we will perform a minimum of 25% of the contracted work directly.
- All certification and documentation obligations outlined in the ordinance.

Signed: _____

Name: _____

Title: _____

Company Name: _____

Project Title: _____

Project Number: _____

Date: _____

EXHIBIT B

RBO COMPLIANCE CERTIFICATION

[Company Letterhead]

City of Evanston – Legal & Regulatory Compliance Certification

I, [Authorized Representative Name], hereby certify that [Company Name] complies with and has provided documentation for each of the following:

- Illinois Prevailing Wage Act (past 5 years; no violations)
- Substance Abuse Prevention on Public Works Project Act (written policy included)
- Workers' Compensation Act (policy attached, correct classification)
- Unemployment Insurance Act (IDES registration included)
- Employee Classification Act
- Davis-Bacon Act (if applicable)
- Registered in Sam.Gov (if applicable)
- Unique Entity Identifier (UEI) (if applicable)
- Corporate good standing with the Illinois Secretary of State
- Illinois Department of Revenue registration
- No federal, state, or local tax liens or delinquencies within the past 5 years
- Disclosure of any violations or determinations by federal or state authorities related to contracting, safety, tax, licensing, or labor laws.

Signed: _____

Name: _____

Title: _____

Project Title: _____

Project Number: _____

Date: _____

EXHIBIT B

RBO COMPLIANCE CERTIFICATION

[Subcontractor Letterhead]

City of Evanston – Subcontractor Compliance Certification

Subcontractor Name: _____

Prime Contractor: _____

Project Title: _____

Project Number: _____

I hereby certify that [Subcontractor Name] will comply with all City of Evanston ordinance requirements applicable to public works contracts, including Local Employment Program provisions, Apprenticeship Program participation, and regulatory compliance obligations listed under Ordinance 23-O-25.

All documentation and certifications have been submitted to the prime contractor and will be furnished to the City upon request.

Signed: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C

CITY OF EVANSTON LOCAL EMPLOYMENT PROGRAM (LEP) COMPLIANCE

Effective Date January 1, 2015

City of Evanston Ordinance 60-O-14, Local Employment Program (LEP) 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 D

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 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 E

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:

- Cook County State Certification
- Federal Certification Women's Business Enterprise National Council
- City of Chicago Chicago Minority Supplier Development Council

2. Attach business license if applying as an EBE

EXHIBIT F

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 G

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 I

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 J

ADDITIONAL INFORMATION SHEET

Bid/Proposal Name: _____

Bid/Proposal Number #: _____

Company Name: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Telephone/FAX: # _____

E-mail: _____

Comments: _____

EXHIBIT K

**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 M

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 N

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: _____

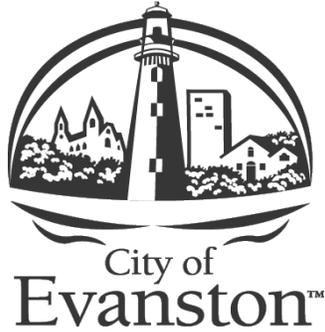
Title: _____

Telephone Number: _____

E-mail _____

Fax Number: _____

EXHIBIT O



CONTRACTOR SERVICES AGREEMENT

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

[Insert name of the project]

(BID #XX-XX)

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:

[Insert whatever project specific background and language is appropriate]

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

- a) City of Evanston RFQ/RFP/Bid _____, attached as Exhibit A.
- b) Contractor's response to RFQ/RFP/Bid _____, 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,

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.

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.

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 **RFP/RFQ/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.

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. 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 **Insert Word - Dollar Amount (i.e. Seven Hundred and Fifty 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 **RFQ/RFP/Bid**, Exhibit A. Project phases include:

- 7.2.1 Phase X: *[Phase name here.]*
- 7.2.2 Phase X: *[Phase name here.]*
- 7.2.3 Phase X: *[Phase name here.]*

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 RFQ/RFP/Bid [REDACTED] 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 *[Applicable department]*
909 Davis Street
Evanston, Illinois 60201

with a copy to:

City of Evanston *[Anyone else as applicable]*
909 Davis Street
Evanston, Illinois 60201

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 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. 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 Project Manager, RFQ/RFP/Bid _____
909 Davis Street
Evanston, Illinois 60201

if to the Contractor:

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 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 P

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.

23-O-25

AN ORDINANCE

Amending Title 1, Chapter 17, “Contracts with the City” of the City Code

WHEREAS, the City of Evanston is a unit of local government organized and operating under federal and state laws;

WHEREAS, the City of Evanston seeks to preserve administrative resources by ensuring that only qualified contractors and subcontractors are awarded contracts on public works construction projects;

WHEREAS, the City of Evanston, has determined that quality workmanship, efficient operation, safety, and timely completion of projects are not necessarily insured by awarding a construction contract solely on the basis of the low bid;

WHEREAS, the City of Evanston seeks to enhance its ability to identify the lowest “responsible bidder” on all public works construction projects by instituting more comprehensive submission requirements which are in compliance with Illinois law; **WHEREAS**, the City of Evanston has a compelling proprietary interest in awarding contracts for public works construction projects in a manner that will yield successful project delivery in terms of work that is performed safely, at the lowest responsible cost, and in accordance with the highest possible standards of quality and efficiency;

WHEREAS, the City of Evanston has a compelling interest in ensuring that workers on public works construction projects are paid appropriate wages and receive appropriate benefits, as set forth in, and required by, the Illinois Prevailing Wage Act and the Federal Davis-Bacon and Related Acts;

WHEREAS, securing successful delivery of public works construction projects presents significant challenges due to the complex, unpredictable and inherently dangerous nature of the construction industry, wherein errors in project planning or execution, including those caused by inexperienced or unqualified craft labor personnel, can result in serious safety risks, excessive cost overruns, flawed or inferior project quality, and disruptions in project schedules that may delay the use of critical government functions or facilities;

WHEREAS, the City of Evanston enacted the Local Employment Program (LEP) Ordinance, Section 1-17-1(C) in 2014, in an effort to increase the hiring of Evanston residents and Evanston construction apprentices on public works projects; and

WHEREAS, City ordinances with apprenticeship standards increase the likelihood of contractors on publicly funded projects to use apprentices, resulting in a better local tax base and a safer, more efficient job site;

WHEREAS, a responsible bidder ordinance assures efficient use of taxpayer dollars, promotes public safety, and is in the public interest;

WHEREAS, the Evanston City Council finds that it is in the best interest of the City of Evanston residents to amend the City Code with respect to bidding.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
EVANSTON, COOK COUNTY, ILLINOIS:**

SECTION 1: Title 1, Chapter 17, "Contracts with the City" of the Evanston City Code of 2012, as amended, is hereby further amended as follows:

1-17-1. CONTRACTS WITH THE CITY.

- (A) All contracts with the City costing in excess of twenty-five thousand dollars (\$25,000.00) must be approved by the City Council. Contracts for the purchase of goods or services to be utilized in the conduct of the affairs of the City, shall be let by the City Manager or his/her designee, with the approval of the City Council, to a reliable, responsible and acceptable bidder, after advertising for the same, and bonds to be approved by the City Council may be taken for the faithful performance thereof.
- (B) All contracts for the purchase of goods or services with entirely City funds shall be awarded to the lowest quote/bid price or lowest evaluated quote/bid price from a responsive and responsible Evanston business enterprise ("EBE") provided the EBE's quote/bid price does not surpass the lowest quote/bid price or lowest evaluated quote/bid price from a responsive and responsible nonlocal business by more than five percent (5%).

All contracts let from requests for proposals (RFPs) and requests for qualifications (RFQs) with entirely City funds shall be awarded to the most qualified consultant that is an EBE, provided the EBE price/cost does not surpass the lowest price/cost or lowest evaluated price/cost from a nonlocal business by more than five percent (5%).

1. An "EBE" shall mean an entity which is located in or has one or more offices located in the City for a minimum of one year and which performs a "commercially useful function."
 - a. An EBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the EBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an EBE is performing a commercially useful function, the City will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the EBE credit claimed for its performance of the work and other relevant factors.
 - b. An EBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project

through which funds are passed in order to obtain the appearance of EBE participation. In determining whether an EBE is such an extra participant, the City will examine similar transactions, particularly those in which EBEs do not participate.

- c. If an EBE does not perform or exercise responsibility for at least thirty (30) percent of the total cost of its contract with its own work force, or the EBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, then it is not performing a commercially useful function.
 - d. When an EBE is presumed not to be performing a commercially useful function as provided in Subsection (B)1c of this Section, the EBE may present evidence to rebut this presumption. The City may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
2. In determining whether a business has been located in Evanston for one (1) year, the MWEBE Committee will consider the following:
- a. Whether the vendor pays property and/or sales taxes in Evanston; and
 - b. Whether the business entity's address or the address given on the federal and/or state income tax return is within Evanston.
 - c. The date of issuance of an Evanston business license.

The City may waive the one-year requirement if the entity provides evidence of a substantial commitment to Evanston.

- 3. Businesses that maintain a distribution warehouse or which manufacture in Evanston will receive EBE credit of sixty (60) percent and one hundred (100) percent, respectively. Those that do not maintain a distribution warehouse or manufacturing operation but have an office in Evanston will be considered a broker and receive a five (5) percent credit.
- 4. Eligibility as an EBE will be periodically reviewed and may be revoked at any time if the entity no longer meets the above requirements.

(C) Local Employment Program.

- 1. *Definitions.* For the purposes of this Subsection (C), the employment program, the following terms shall be defined as follows:

<i>CONTRACT.</i>	The written agreement to provide services established between the City and a contractor, including, but not limited to, a redevelopment agreement between the City and any contractor or party.
<i>CONTRACTOR.</i>	An individual, partnership, corporation, joint venture or other legal entity entering into a contract, or a subcontract of whatever tier, for a public works project.
<i>DESK REVIEW.</i>	A method of monitoring compliance with the local employment program in which the Business and Workforce Development

	Coordinator contacts a contractor or subcontractor to gather relevant information or request relevant documentation.
<i>EMERGENCY WORK.</i>	Work necessitated by an imminent threat to the property of the city or the health, safety, or welfare of its citizens.
<i>GENERAL CONTRACTOR.</i>	An entity that enters into a contract directly with the city. The general contractor may also be known as the prime contractor.
<i>LOCAL RESIDENT DATABASE.</i>	A database maintained by the City's Business and Workforce Development Coordinator containing the names of local residents who have expressed interest in employment on City public works projects.
<i>NEW HIRE.</i>	Any employee of a contractor who is not listed on the contractor's last quarterly tax statement and was hired prior to or during the commencement of work on a public works project contract subject to the requirements of the local employment program.
<i>ON SITE MONITORING.</i>	The Business and Workforce Development Coordinator's act of visiting the site of a public works project to ensure compliance with the requirements of the local employment program.
<i>PUBLIC WORKS PROJECT.</i>	Any construction, alteration, demolition, or repair work done under contract and paid for in whole or in part from City funds.
<i>RESIDENT.</i>	Any person whose domicile is in the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment. In order to qualify as a resident for purposes of the local employment program, an individual must have established domicile within the City at least thirty (30) days prior to commencing work on any public works project subject to the local employment program.
<i>SUBCONTRACT.</i>	A contract that exists between the general contractor and a subcontractor or between subcontractors of any tier.
<i>SUBCONTRACTOR.</i>	An entity that enters into a contract with the general contractor or another subcontractor.
<i>TIER.</i>	The level of relationship to the prime contractor of a subcontractor who enters into a contract under a prime contractor or another subcontractor to perform a portion of the work on a project.

2. *Work hours and new hire requirements.*

- a. Unless prohibited by federal, state, or local law, all contractors entering into contracts with the City for public works projects valued at two hundred fifty thousand dollars (\$250,000.00) shall ensure that:
 - 1) Fifteen percent (15%) of the total work hours are performed at the construction site by City of Evanston residents, as laborers and/or trade persons; and
 - 2) A minimum of one (1) Evanston resident is hired.

- b. The effectiveness of the local employment program regarding the minimum percentage of work hours and residents hired will be evaluated by city staff after two (2) years of implementation.
 - c. These requirements shall bind the contractor both with respect to persons working directly for the contractor and to subcontractors, regardless of tier or phase of the project, hired to perform any portion of the contracted work. The contractor shall ensure that subcontractors comply with the requirements of the local employment program. It shall be the responsibility and obligation of the contractor that all contracts are in overall compliance with this Subsection (C) and all the requirements listed herein.
 - d. Requirements of the local employment program are satisfied if the contractor already employs Evanston residents sufficient to meet fifteen percent (15%) of the project's total work hours. Some or all of these requirements may be waived if a waiver is obtained from the City pursuant to Subsection (C)5. of this Section.
3. *Contracts, bid documents, subcontracts.* Where appropriate and consistent with law, contracts and bid documents shall incorporate the local employment program by reference and shall provide that the failure of any contractor or subcontractor to comply with any of its requirements shall be deemed a material breach of the contract or subcontract entitling the City to all the remedies and damages available for material breach of a contract. All subcontracts shall expressly acknowledge the City's status as a third party beneficiary to the subcontract and further expressly acknowledge that the City, as a third party beneficiary, shall have the right to enforce the provisions of the local employment program. Contracts and bid documents shall require bidders, contractors and subcontractors to maintain records necessary for monitoring their compliance with the local employment program.
4. *Automatic review.* This Subsection (C) shall be reviewed to address any deficiencies on a bi-annual basis by the Minority, Women and Evanston Business Enterprise Development Committee.
5. *Waiver.*
 - a. The contractor may request that the Business and Workforce Development Coordinator waive all or a portion of the requirements imposed under the local employment program. Such requests must be in writing and must be received by the Business and Workforce Development Coordinator prior to the award of any public works project contract. In order to apply for a waiver, the contractor must submit:
 - 1) Documentation to the Business and Workforce Development Coordinator demonstrating that:
 - a) The contractor utilized the local resident database to attempt to satisfy the local employment program hiring requirement.

- b) The contractor notified residents of the employment opportunities available for the project. Such notification must have appeared in the employment section of a newspaper of local general circulation. Additionally, the Illinois department of employment security's office located in Evanston, Illinois, must have been notified of the employment opportunities. All notices must have stated that all qualified applicants would receive consideration without regard to race, color, religion, sex or national origin.
 - c) The contractor, for a contract utilizing union labor, contacted in writing Chicagoland labor unions to request a resident for employment on the project.
 - 2) Any additional documents requested by the Business and Workforce Development Coordinator in order to evaluate the waiver request.
- 6. *Business and Workforce Development Coordinator.*
 - a. The Business and Workforce Development Coordinator shall determine, based on the required documentation and conditions cited by the contractor that make compliance unfeasible, whether to grant the waiver prior to the award of the contract. Examples of such conditions include, but are not limited to:
 - 1) Intermittent service by one (1) trade throughout the life of the project.
 - 2) Nonavailability of resident(s) necessary to fulfill craft position(s) required for the project.
 - b. If circumstances arise subsequent to the issuance of the contract, the results of which the contractor believes will prevent satisfying the local employment program requirements, the contractor will immediately notify the Business and Workforce Development Coordinator by requesting in writing a waiver of the percentage that cannot be met. The Business and Workforce Development Coordinator or his or her designee shall meet with the applicant as necessary and issue a decision within five (5) business days, including a determination as to any retroactive liability for failure to achieve the goals for work undertaken prior to the application for such a waiver.
- 7. *Local resident selection.* It is the contractor's responsibility to meet the requirement of the local employment program. In order to satisfy the work hours and/or new hire requirements of the local employment program, contractors working under a collective bargaining agreement shall contact the appropriate local union hall to request a resident. If a resident is not available for dispatch by that union hall, the contractor shall contact the Business and Workforce Development Coordinator or his or her designee to request an available Evanston resident. The Business and Workforce Development Coordinator or his or her designee will thereafter provide the name of a resident matching the qualifications defined by the contractor to the local union

hall and that resident will be dispatched to the contractor within three (3) business days in accordance with the lawful hiring hall rules of the respective union. Failure of the Business and Workforce Development Coordinator to provide an individual shall not relieve the contractor from their responsibility to comply with the local employment program.

In order to satisfy the work hours and/or new hire requirement of the local employment program, contractors working in the absence of a collective bargaining agreement shall contact the Business and Workforce Development Coordinator or his or her designee to request an available Evanston resident from the local resident database. The Business and Workforce Development Coordinator or his or her designee will provide the name of a resident matching the qualifications identified by the contractor within three (3) business days.

8. *Reporting requirements.* The contractor shall submit reports as required by the City in order to comply with the local employment program. These reports may include weekly certified payroll records for all crafts within five (5) working days of the end of each payroll period. Additionally, the City may require a weekly or monthly summary of the information that would be obtainable from the certified payroll regarding local hire by craft. These reports, if required, must show the person-hours on a laborer and/or trade person basis and, in the case of certified payroll records, identify the address, new hires, and trade and status journey person or apprentice of all employees on the project. All reports must have an original signature and be signed by an authorized officer of the company under penalty of perjury. The City will make a copy of all required forms available to contractors.

Nothing in the local employment program is intended to eliminate the requirement of a contractor to maintain certified payrolls or of the subcontractors to provide certified payrolls to the contractor, or for any contractor to provide certified payrolls to any party that requests them, as required under Illinois state law.

9. *Monitoring.* The Business and Workforce Development Coordinator or his or her designee will monitor compliance with the requirements of the local employment program by means including, but not limited to, desk reviews or on site monitoring. Audits of compliance may require the review of documents such as certified payrolls, canceled checks, or quarterly wage and withholding reports. Full scale investigations of noncompliance or violations will be on an as needed basis as determined by the Business and Workforce Development Coordinator.

A contractor that fails to provide requested documents or misrepresents material facts in such documents shall be deemed to be noncompliant with the local employment program.

10. *Post-award meeting.* At its discretion, the Business and Workforce Development Coordinator or his or her designee may require the contractor to attend a post-award meeting to familiarize the contractor with the local employment program requirements and to identify the individual by position

and name if available. If requested by the contractor post-award, or at any time during the project, the City shall hold such a meeting within ten (10) business days.

11. *Penalty.* If the contractor or subcontractor should fail to meet the total percentage of resident project hours for any reason, without having received a waiver as outlined in Subsection (C)5. above, the City may impose a fine up to one percent (1.0%) of the approved project price in total. Contractors or subcontractors that are out of compliance due to a resident termination or resignation, shall immediately notify the Business and Workforce Development Coordinator of this occurrence within two (2) business days. Subsequently, the contractor or subcontractor shall have five (5) additional business days to replace a terminated or resigned worker with another resident. If the contractor or subcontractor fails to make the replacement or to notify the Business and Workforce Development 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.

At the sole discretion of the City, a contractor or subcontractor 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 (1) year.

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 (1) 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 Business and Workforce Development Coordinator.

12. *Workforce reserve account.* The City shall establish a reserve account for the deposit of all penalty funds within the general fund. This account may be utilized for the support of the LEP and other workforce development programs as follows:
- The MWEBE Committee shall receive a report on the balance of penalty funds as of the end of the fiscal year no later than March 31 after the close of that year.
 - The MWEBE Committee shall recommend utilization of these funds for placement in the next year's proposed budget in accordance with current LEP and workforce development program goals.
 - Both program goals and recommended expenditure of funds will be subject to approval by the City Council.

(D) *Minority, women, disadvantage, and Evanston business enterprise (M/W/D/EBE) goals.*

1. *Definitions.* For the purposes of this Subsection (D), Minority, Women, Disadvantage, and Evanston Business Enterprise (M/W/D/EBE) Goals, the following terms shall be defined as follows:

<i>DISADVANTAGE-OWNED BUSINESS ENTERPRISE or DBE.</i>	A firm must be at fifty-one percent (51%) owned by one (1) or more disadvantaged individual (socially and economically) or, in the case of a publicly-held corporation, fifty-one percent (51%) of the stock of which is owned by one (1) or more disadvantaged individual (socially and economically) whose management and daily business operations are controlled by one (1) or disadvantaged individual (socially and economically). The City Manager or his or her designee shall determine which DBE certifications shall be accepted by the City.
<i>EVANSTON-OWNED BUSINESS ENTERPRISE or EBE.</i>	An entity which is located in or has one (1) or more offices located in the City for a minimum of one (1) year and which performs a "commercially useful function." The business must be certified by the City in accordance with the provisions of Section 1-17-1(B).
<i>MINORITY-OWNED BUSINESS ENTERPRISE or MBE.</i>	A business which is at least fifty-one percent (51%) owned by one (1) or more members of one (1) or more minority groups, or, in the case of a publicly-held corporation, at least fifty-one percent (51%) of the stock of which is owned by one (1) or more members of one (1) or more minority groups, whose management and daily operations are controlled by one (1) or more members of one (1) or more minority groups. The City Manager or his or her designee shall determine which MBE certifications shall be accepted by the City.
<i>M/W/D/EBE GOALS.</i>	The City of Evanston establishes the goal of awarding not less than twenty-five percent (25%) of its contract awards to MBE, WBE, DBE and EBE businesses. The City of Evanston establishes the goal of awarding not less than three percent (3%) utilization of EBEs in its contract awards. The provisions of this Section shall be implemented by the City Manager or his or her designee. The provisions of this Section do not guarantee contract participation.
<i>WOMEN-OWNED BUSINESS ENTERPRISE or WBE.</i>	A business which is at least fifty-one percent (51%) owned by one (1) or more women, or, in the case of a publicly-held corporation, fifty-one percent (51%) of the stock of which is owned by one (1) or more women, whose management and daily business operations are controlled by one (1) or more women. The City Manager or his or her designee shall determine which WBE certifications shall be accepted by the City.

2. A minority-owned business enterprise ("MBE"), women-owned business enterprise ("WBE"), or disadvantage-business enterprise ("DBE") (collectively, "M/W/D/BE") must perform a "commercially useful function."
 - a. A M/W/D/BE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the M/W/D/BE

must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an M/W/D/BE is performing a commercially useful function, the City will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the M/W/D/BE credit claimed for its performance of the work and other relevant factors.

- b. A M/W/D/BE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of M/W/D/BE participation. In determining whether a M/W/D/BE is such an extra participant, the City will examine similar transactions, particularly those in which M/W/D/BE's do not participate.
 - c. If a M/W/D/BE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the M/W/D/BE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, then it is not performing a commercially useful function.
 - d. When an M/W/D/BE is presumed not to be performing a commercially useful function as provided in Subsection (D)(2)(c) of this Section, the M/W/D/BE may present evidence to rebut this presumption. The City may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
3. Businesses that maintain a distribution warehouse or manufacturing operation will receive M/W/D/BE credit of sixty percent (60%). Those that do not maintain a distribution warehouse or manufacturing operation will be considered a broker and receive a five (5) percent credit.
 4. Eligibility as a M/W/D/BE will be periodically reviewed and may be revoked at any time if the entity no longer meets the above requirements.

(E) Additional Requirements for Public Works Contracts. All bidders for public works contracts must comply with the below specifications in bid submission and during the project for a successful bidder. The City Council may, by a majority vote of the members present, waive any of these requirements for an Evanston-Owned Business Enterprise as defined in Section 1-17-1(D)(1) or a Nearby Business Enterprise as defined in Section 1-17-1(E)(1).

1. Definitions. For the purposes of this Subsection, the following definitions apply:

<u>APPRENTICESHIP TRAINING PROGRAM.</u>	<u>A program approved and registered by the United States Department of Labor's Office of Apprenticeship, or its successor organization, that has graduated at least five (5) apprentices in each other past five (5) years for each of the construction crafts</u>
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	<u>the bidder will perform on the project. Evidence of graduation rates are not required for apprentice able crafts dedicated exclusively to the transportation of material and equipment to and from the public works project.</u>
<u>BIDDER.</u>	<u>A contractor that submits a bid in response to a City of Evanston Request for Proposal.</u>
<u>COMMERCIALLY USEFUL FUNCTION.</u>	<u>A business enterprise that is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.</u>
<u>NEARBY BUSINESS ENTERPRISE ("NBE").</u>	<u>A business enterprise located within five (5) miles of Evanston City limits for a minimum of one (1) year and performs a commercially useful function.</u>
<u>PUBLIC WORKS CONTRACT.</u>	<u>Any construction, alteration, demolition, or repair work done under contract on City owned property.</u>
<u>RELIABLE, RESPONSIVE AND ACCEPTABLE BIDDER.</u>	<u>A bidder who submits a bid that conforms in all material respects to the requirements and criteria in the invitation for bids. This means the bid promises to perform in the precise manner requested by the government, and any minor irregularities in the bid shall not defeat responsiveness.</u>

2. Excessive Pass Through Prohibited. Any bidder must directly perform at least 25% of the services identified in the project solicitation. The named bidder submitting the bid must be the entity directly performing the services. Any affiliates and/or subsidiaries shall not contribute to the minimum performance percentage required.

3. Apprenticeship Training Program Required.

(a) Public Works contracts for over \$25,000 amount or greater shall only be let to: (i) a contractor with evidence of participation in an Apprenticeship Training Program applicable to the work to be performed on the project; or (ii) a contractor who has satisfied the experience requirements under subsection (d).

(b) All contracts submitted to the City Council must identify whether the contractor meets this requirement.

(c) Required evidence of participation in an apprenticeship program includes but is not limited to a copy of all applicable apprenticeship standards and Apprenticeship Agreement(s) for any apprentice(s) who will perform work on the public works project; and documentation from each applicable apprenticeship program certifying that it has graduated at least five (5) apprentices in each of the past five (5) years for each construction craft the bidder will perform on the project.

(d) Contractors may alternatively satisfy this requirement by certifying that all workers who will perform work on the public works project have relevant experience in lieu of participation in an apprenticeship program. Relevant experience may

include: (i) performing at least 1,800 hours of work in the trade the worker will perform on the public works project over the preceding two (2) years; (ii) completion of an apprenticeship program in the trade the worker will perform on the public works project; or (iii) obtaining a journeyman credential in the trade the worker will perform on the public works project. Required evidence to be eligible under this section includes but is not limited to W-2 records, journeyman credentials, apprenticeship completion cards, or certificates of graduation from apprenticeship programs.

(e) Additional evidence of apprenticeship participation, graduation requirements, or previous experience may be requested by the City of Evanston in its discretion.

4. *Occupational Safety and Health Administration Safety Cards Required.* Prior to beginning work for the City, the bidder shall certify that all employees for the contractor that will be on the work site shall have completed a ten hour (10) or greater OSHA safety program. The contractor must submit copies of the employees' OSHA cards to the City prior to the project commencing.

5. *Near Business Enterprises.* In the absence of an Evanston Business Enterprise as required by City Code 1-17-1(B), the City shall award the contract for the public works contract to the lowest bid price or lowest evaluated quote/bid price from a responsive or responsible NBE, provided that the NBE's bid price does not surpass the lowest bid price or lowest evaluated bid price from a responsible and responsible non NBE or EBE business by more than three percent (3%).

a. An NBE shall perform a commercially useful function.

i. To determine whether an NBE is performing a commercially useful function, the City will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the NBE credit claimed for its performance of the work and other relevant factors.

ii. An NBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of NBE participation. In determining whether an NBE is such an extra participant, the City will examine similar transactions, particularly those in which NBEs do not participate.

iii. If an NBE does not perform or exercise responsibility for at least thirty (30) percent of the total cost of its contract with its own work force, or the NBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, then it is not performing a commercially useful function.

iv. When an NBE is presumed not to be performing a commercially useful function as provided in Subsection (B)1c of this Section, the EBE may present evidence to rebut this presumption. The City may determine

that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

- b. In determining whether a business has been located in Evanston or within five (5) miles of Evanston City limits for one (1) year, the MWEBE Committee will consider the following:
- i. Whether the vendor pays property and/or sales taxes in Evanston, or, in the case of a NBE, in a community that is within five (5) miles of City limits; and
 - ii. Whether the business entity's address or the address given on the federal and/or state income tax return is within Evanston or, in the case of a NBE, in a community that is within five (5) miles of City limits.
 - iii. The date of issuance of an Evanston business license or, in the case of a NBE, the date of issuance of a business license by a community located within five (5) miles of City limits.
 - iv. The City may waive the one-year requirement if the entity provides evidence of a substantial commitment to Evanston.
- c. Businesses that maintain a distribution warehouse or which manufacture in Evanston will receive EBE credit of sixty (60) percent and one hundred (100) percent, respectively. Those that do not maintain a distribution warehouse or manufacturing operation but have an office in Evanston will be considered a broker and receive a five (5) percent credit.
- d. Eligibility as an NBE will be periodically reviewed and may be revoked at any time if the entity no longer meets the above requirements.

6. *Certifications Required at time of Bid Submittal.* All bidders, including any subcontractors included in the bid, as applicable, shall be compliant and shall submit certification of compliance with the following at the time of the bid submittal:

- a. The Prevailing Wage Act, 820 ILCS 130/1 *et seq.*
 - i. Compliance with the Prevailing Wage Act is required for the previous five (5) years and certification that the contractor has not been found in violation of the Prevailing Wage Act by the Illinois Department of Labor; and
 - ii. A contractor who has been found by the Illinois Department of Labor to be in violation of the Prevailing Wage Act twice in a five-year (5) period shall be barred from bidding for a Public Works Contract for four (4) years from the date of the most recent finding from the Illinois Department of Labor.
- b. The Substance Abuse Prevention on Public Works Project Act, 820 ILCS 265/1 *et seq.*
 - i. Compliance with the Substance Abuse Prevention on Public Works Act must include a copy of its written program for the prevention of substance abuse pursuant to the Act.

- c. The Workers' Compensation Act, 820 ILCS 305/1 *et seq.*;
- i. A copy of the applicable workers' compensation policy must be submitted to the City along with documentation of the Illinois Department of Labor registration. The bidder shall additionally certify that all employees are properly classified under the workers' compensation policy.
- d. The Unemployment Insurance Act, 820 ILCS 405/100, *et seq.*;
- i. A copy of the applicable Illinois Department of Employment Security current registration.
- e. A copy of the Illinois Secretary of State's Department of Business Services online records evidencing that the bidder has a current corporate annual report on file. If the bidder is an individual, sole proprietor, or partnership, this subsection shall not apply;
- f. A copy of the current registration with the Illinois Department of Revenue, if the bidder has employees;
- g. A disclosure of any federal, state or local tax liens or tax delinquencies against the bidder or any officers of the bidder in the last five (5) years;
- i. Compliance with the Federal Davis-Bacon Act and Related Acts, if applicable;
- j. Compliance with the Employee Classification Act 820 ILCS 185/1, *et seq.*
- i. All contractors and subcontractors shall submit certified payrolls as specified in Illinois Public Act 94-0515.
- k. All applicable professional or trade licensure, including documentation of said licenses, certification that all licenses are current, and disclosure of any suspension or revocation of such license held by the company, or of any director, officer or manager of the company;
- l. Certification of compliance with 720 ILCS 5/33E-11 and that the bidder is not barred from contracting with any unit of State or local government as a result of a violation of 720 ILCS 5/33E-3,4;
- m. Certification that all individuals who perform work on behalf of the contractor are properly classified as either (i) an employee or (ii) an independent contractor under all applicable state and federal laws and local ordinances; and
- n. Disclosure of any determinations by a court, State or Federal agency of violations of any federal, state or local laws, including but not limited to OSHA, contracting or antitrust laws, tax or licensing laws, environmental laws or the Federal Davis-Bacon and Related Acts.

Any bidder who fails to adhere to this Subsection shall be deemed disqualified from the bid process. If a bidder or contractor has a material change to the information provided to the City of Evanston, the bidder or contractor must notify the City within fourteen (14) days of this material change in writing. Failure to self-report a material change may result in disqualification from the bid.

7. *Subcontractors.* A bidder shall submit documentation including the name and address of each subcontractor from whom the bidder has accepted a bid and/or intends to hire on any part of the project. Further, each such subcontractor shall be required to adhere to the requirements set forth herein as though it were bidding directly to the City of Evanston. Each contractor shall submit all subcontractor information and supporting documentation to the City of Evanston prior to the subcontractor commencing work on the project. It shall be the responsibility of the bidder to ensure its subcontractors comply with all of the requirements of this Code, including the timely and complete submittals of all required documentation and full compliance with all obligations set forth in this Section.

8. *Certification for 12-Month Period.* In anticipation of bidding on a project, a contractor may submit the certifications identified in the preceding section to the City's Purchasing Manager or their designee. The Purchasing Manager or their designee shall review the certifications for completeness. Upon review, if the certifications are complete, the Purchasing Manager or their designee shall advise the contractor of same via an email address designated by the contractor. If the certifications are incomplete, the contractor shall be also notified via email and given fourteen (14) days to complete the submission. Once the certifications are completed, the contractor shall be notified of a "Certification for 12-Month Period" and shall not be required to resubmit these certifications for a period of twelve (12) months following the notification. Any material changes to these certifications shall be reported in writing to the City's Purchasing Manager or designee. In the event that these documents are still required to be submitted by a State or federal agency that is contributing funding to a project, this provision shall not apply.

9. *Projects of Similar Size and Scope.* In projects in the amount of \$25,000 or greater, bidders shall identify and submit documentation with their bid of relevant experience on projects of similar size and scope in the past five (5) years and submit references for same. Projects of similar size and scope shall be as further defined and outlined in the request for proposal ("RFP"). The bidder shall also identify any civil judgments, mediation or arbitration awards against it for default, breach, or damages due to delay or work inadequately performed. Information submitted pursuant to this section shall be considered in determining responsible bidders for the project at issue.

10. *Statement of Past Performance.* Bidders shall submit with their bid a record of all work performed for public bodies completed in the prior three (3) years. Such statements shall include the name of the public body, the type of work performed, the original contract price, the final contract price, the names of all subcontractors used and if liquidated damages were assessed.

11. Public Records. All information submitted by a successful bidder pursuant to this Section are subject to review pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

~~(E)~~ (F) Contractor Debarment, Suspension, and Prohibited Contracts.

1. *Definitions.* For the purposes of this Subsection, the following definitions apply:

<i>CITY MANAGER.</i>	The City of Evanston City Manager or his/her designee.
<i>CONTRACTOR.</i>	A person, partnership, corporation, or other entity that has contracted with, or is seeking to contract with, the City to construct a public improvement, to provide goods to, or perform services for or on behalf of the City. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of ten percent (10%) or more in a contractor, subcontractor, or vendor.
<i>DEBARMENT.</i>	An action taken by the City which results in a contractor being prohibited from bidding or proposing on, being awarded or performing work on a contract with the City. A contractor who has been determined by the City to be subject to such a prohibition is debarred.

2. *Effect of Debarment or Suspension.* A debarred or suspended contractor is prohibited from bidding or proposing or being awarded or performing work on a contract with the City during the period of debarment or suspension.

3. *Debarment or Suspension.* The City Manager is authorized to debar or suspend a contractor for just cause. The period of debarment or suspension will be determined by the City Manager in consultation with the Corporation Counsel, on a case by case basis. Debarment or suspension may be lifted for good cause shown. Reasons for debarment or suspension include, but are not limited to, the following:

- a. Commission of fraud or a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such a contract or subcontract;
- b. Conviction or indictment under a State or Federal statute of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a vendor or contractor;
- c. Conviction or indictment under a State or Federal antitrust statute;
- d. A finding by a State or Federal agency with statutory authority to adjudicate civil rights violations, or by a judge or jury in a State or Federal

- court of competent jurisdiction, that the vendor or contractor has violated State or Federal civil rights statutes in its hiring or business practices;
- e. Failure or default without good cause to perform in accordance with the terms of any contract and the associated supporting documents or unsatisfactory performance of any contract and the associated supporting documents with the City;
 - f. Disqualification or rejection of a bid by the vendor on three (3) or more occasions within a three (3) year period;
 - g. Commission of an act or omission indicating a lack of business integrity or business honesty;
 - h. Debarment, disqualification or suspension by another government entity for any reason; or
 - i. Any Federal or State funding that, by law, rule, or regulation, precludes the City from paying a contractor from those funding.
4. *Procedure.* Before a contractor is debarred or suspended, written notice of debarment or suspension must be provided to that contractor. Such notice must apprise the contractor of the reasons for the debarment or suspension and must inform the contractor of the right to be heard before the City Manager. The City Manager must grant a reasonable opportunity for the debarred or suspended contractor to be heard on the issue of said debarment or suspension, if the contractor submits a request in writing within seven (7) calendar days of the mailing of the written notice. The City Manager will make a final determination after consulting with Corporation Counsel.
 5. *Assignment of Contracts.* No contract will be assigned or sublet by the successful bidder without the consent of the City Manager.
 6. *Prohibited Bidders and Contractors.*
 - a. Unless otherwise provided, no contractor will bid or enter into a contract or subcontract under this Subsection if the business or any officer, director, partner, or other managerial agent of the business 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 for a period of five (5) years from the date of conviction.
 - b. Every bid submitted to and contract executed by the City and every subcontractor will contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the City Manager will declare the related contract void if any of the certificates completed pursuant to this Subsection (b) are false.
 7. *Debt Delinquency.*

- a. No person will submit a bid for or enter into a contract or subcontract under this Section if that person knows or should know that they or any affiliate is delinquent in the payment of any debt to the City, unless the person or affiliate has entered into a deferred payment plan to pay off the debt.
 - b. Every bid submitted to and contract executed by the City and every subcontract will contain a certification by the bidder, contractor, or subcontractor, respectively, that the contractor or the subcontractor and its affiliate is not barred from being awarded a contract or subcontract under this Section and acknowledges that the City Manager may declare the related contract void if any of the certifications completed pursuant to this Subsection (b) are false.
8. *Voidable Contracts.*
- a. If any contract or amendment is entered into or purchase or expenditure of funds is made at any time in violation of this Subsection or any other law, the contract or amendment may be declared void by the City Manager or may be ratified and affirmed, provided the City Manager determines that ratification is in the best interests of the City. If the contract is ratified and affirmed, it will be without prejudice to the City's rights to any appropriate damages.
 - b. If, during the term of a contract, the City Manager determines that the contractor is delinquent in the payment of debt as set forth in Subsection 1-17-1(E)(7), the City Manager, or his/her designee, may declare the contract void if he/she determines that voiding the contract is in the best interests of the City.
 - c. If, during the term of a contract, the City Manager determines that the contractor is in violation of Subsection 1-17-1(E)(6), the City Manager will declare the contract void.
 - d. If, during the term of a contract, the contracting agency learns from an annual certification or otherwise determines that the contractor no longer qualifies to enter into City contracts under this Section, the City Manager may declare the contract void if he/she determines that voiding the contract is in the best interests of the City.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: If any provision of this Ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect

without the invalid application or provision, and each invalid application of this Ordinance is severable.

SECTION 4: This Ordinance shall be in full force and effect beginning upon passage.

SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: May 27, 2025

Approved:

Adopted: May 27, 2025

 May 30, 2025


box SIGN 4LR35Q59-4PXY3YY

Daniel Biss, Mayor

Attest:

Approved as to form:


box SIGN 1RXPY3KL-4PXY3YY

Stephanie Mendoza, City Clerk


box SIGN 1VWXZ88Z-4PXY3YY

Alexandra B, Ruggie, Corporation Counsel

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
TUCK POINTER	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

Cook County Prevailing Wage Rates posted on 1/15/2025

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,

Cook County Prevailing Wage Rates posted on 1/15/2025

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

Cook County Prevailing Wage Rates posted on 1/15/2025

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".

Cook County Prevailing Wage Rates posted on 1/15/2025

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

Email Address

Company Name

I accept the DemandStar [Terms of Use](#) and [Privacy Policy](#)

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

← Choose Your Free Agency

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 ▼

- City of Metropolis – Board of Commisioners
- City of Metropolis Purchasing
- Metropolis Technical College

You have chosen **Metropolis Technical College** as your free agency.
Add additional government agencies below for \$25 per County,
Statewide and National subscriptions available.

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Nation (0)

States (0)

Counties (0)

		Your Current Rate
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 *

No file chosen

(Type the path of the document, or click the Browse button.)

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

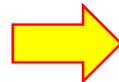
* indicates required fields

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

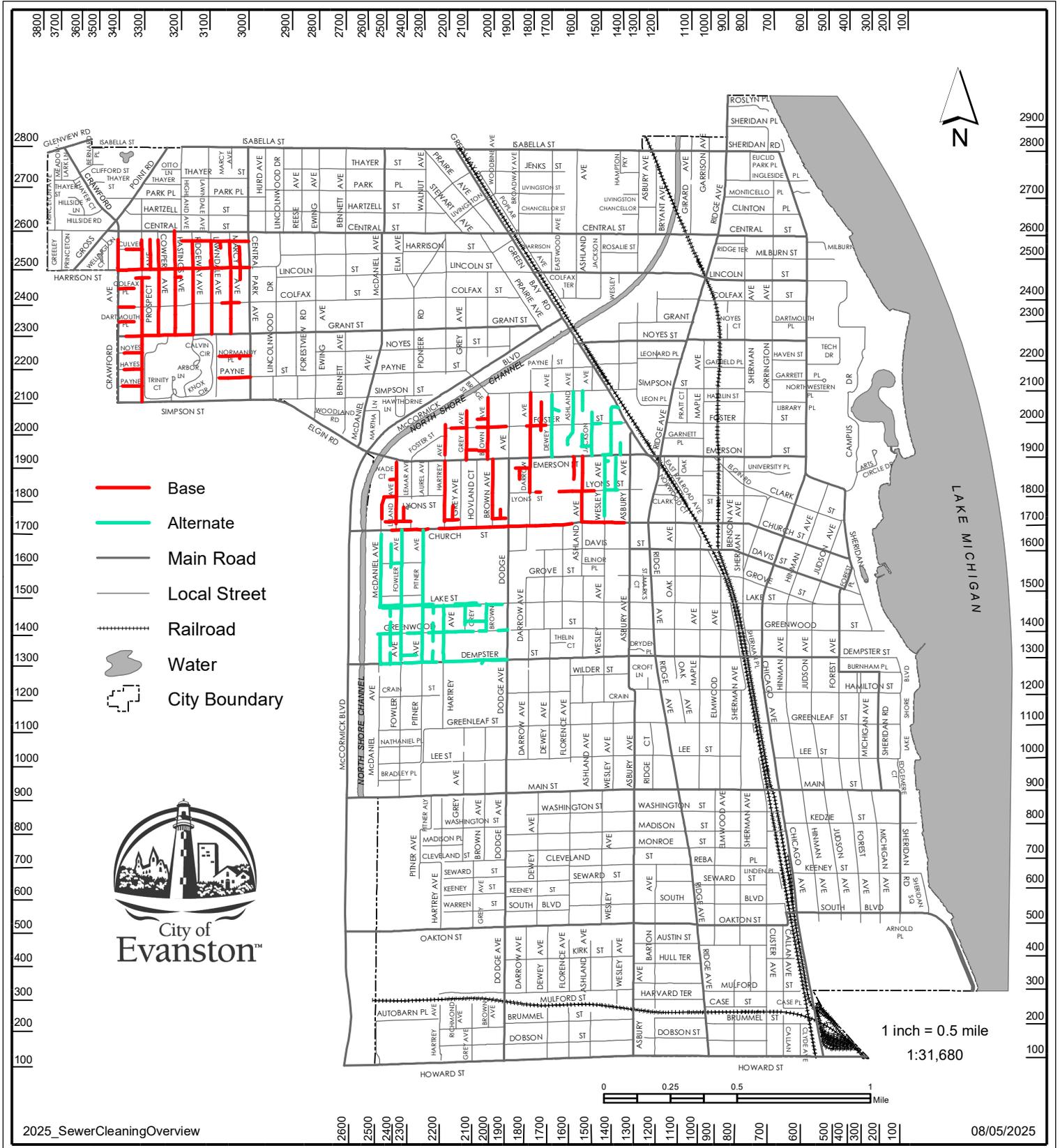


Agency Required Documents

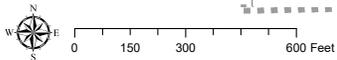
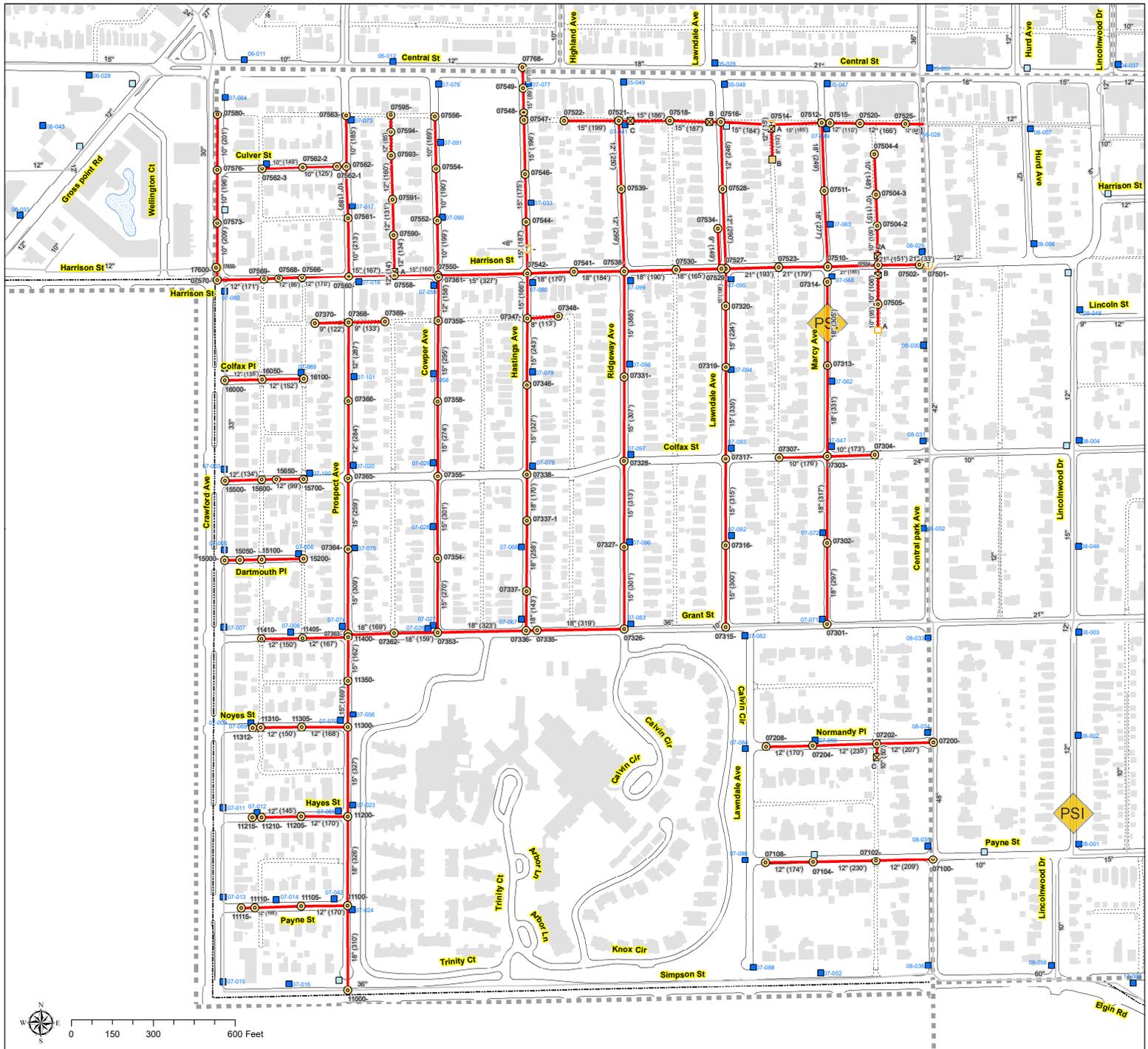
EDIT

1. Bid Reply (Electronic/Online) ✓

City of Evanston - Location Map 2025 Sewer Cleaning Contract



This map is provided "as is" without warranties of any kind. See www.cityofevanston.org/mapdisclaimers.html for more information.

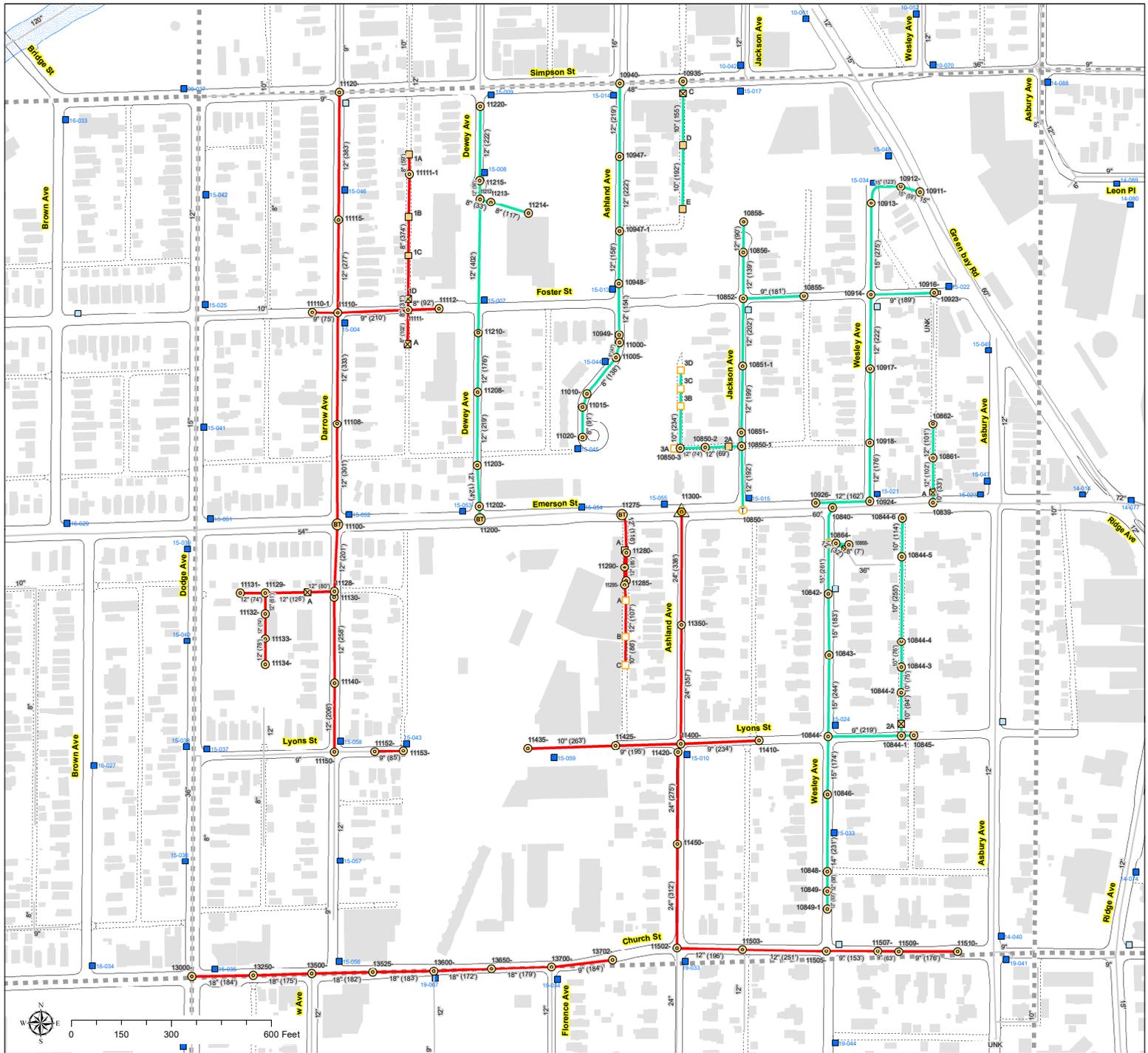


Tile 07 Pipeline Cleaning

City of Evanston
Water Production Bureau
2025 Sewer Cleaning Contract

- Combined Mains To Be Cleaned - Base
- Combined Mains To Be Cleaned - Alternate
- Other Combined Mains
- Hydrant - Available
- Hydrant - Not Available
- Cap
- Tee
- Other Manhole
- Manhole
- Drop Manhole
- Summit Manhole
- Base Tee Manhole
- Junction Chamber
- Siphon Chamber
- Catch Basin - No Restrictor
- Catch Basin - With Restrictor
- Catch Basin - Unk Restrictor
- Inlets

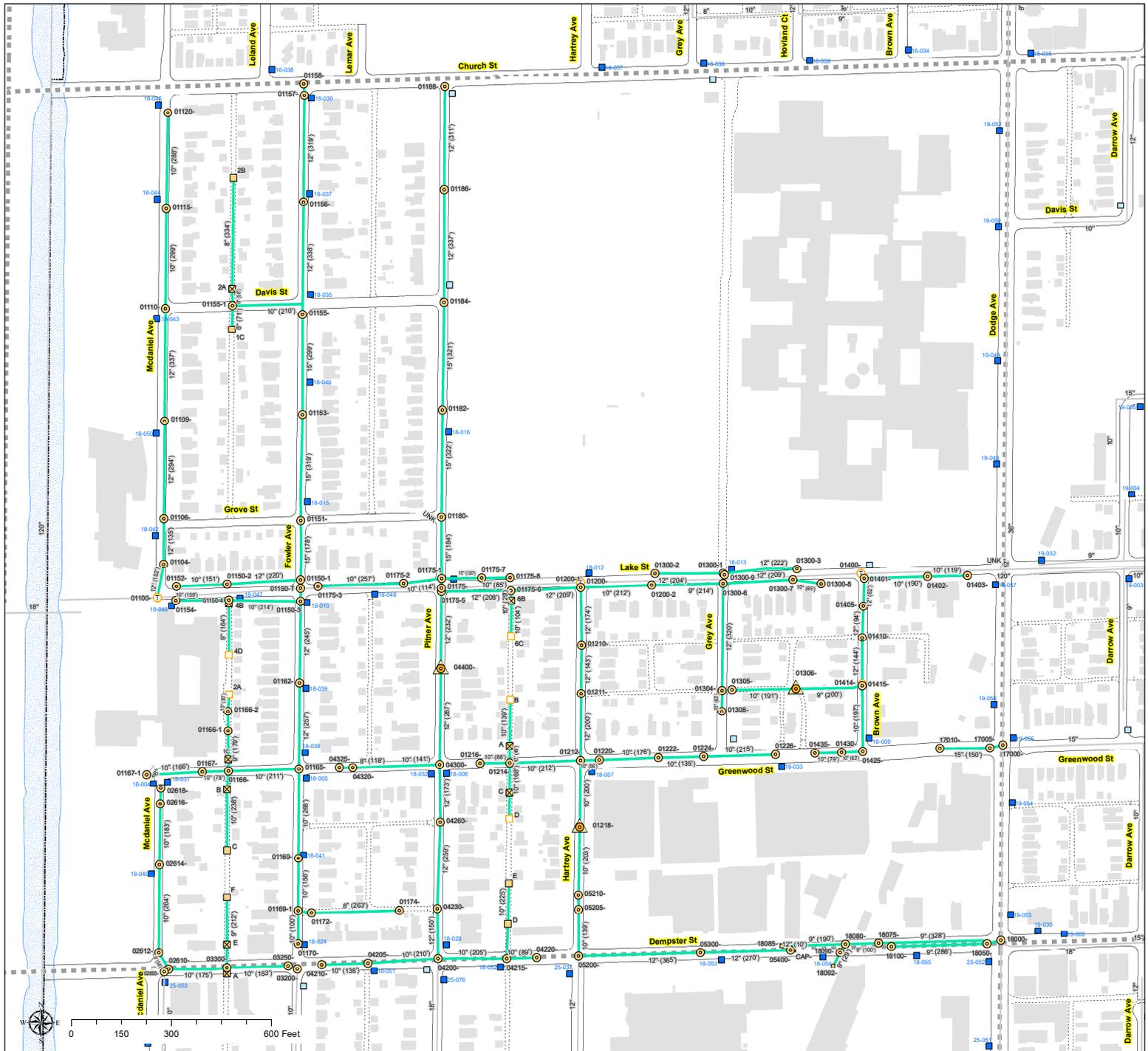




Tile 15 Pipeline Cleaning
 City of Evanston
 Water Production Bureau
 2025 Sewer Cleaning Contract

- Combined Mains To Be Cleaned - Base
- Combined Mains To Be Cleaned - Alternate
- Other Combined Mains
- Hydrant - Available
- Hydrant - Not Available
- Cap
- Tee
- Other Manhole
- Manhole
- Drop Manhole
- Summit Manhole
- Base Tee Manhole
- Junction Chamber
- Siphon Chamber
- Catch Basin - No Restrictor
- Catch Basin - With Restrictor
- Catch Basin - Unk Restrictor
- Inlets





Tile 18 Pipeline Cleaning

City of Evanston
Water Production Bureau
2025 Sewer Cleaning Contract

- | | | | |
|---|---------------|------------------|-------------------------------|
| — Combined Mains To Be Cleaned - Base | Cap | Summit Manhole | Catch Basin - No Restrictor |
| — Combined Mains To Be Cleaned - Alternate | Tee | Base Tee Manhole | Catch Basin - With Restrictor |
| Other Combined Mains | Other Manhole | Junction Chamber | Catch Basin - Unk Restrictor |
| Hydrant - Available | Manhole | Siphon Chamber | Inlets |
| Hydrant - Not Available | Drop Manhole | | |



Attachment D - List of Sewers to be Cleaned

BASE CONTRACT						
NO.	TILE	SEWER ID	LOCATION	LENGTH (FT)	DIA (IN)	MATERIAL
1	T07	B06_07304-_07303-	COLFAX ST - 3000 BLK	174	10	VCP
2	T07	B06_07313-_07303-	MARCY AVE - 2400 BLK	338	18	PVC
3	T07	B06_07307-_07303-	COLFAX ST - 3000 BLK	179	10	VCP
4	T07	B06_07319-_07317-	LAWNDALE AVE - 2400 BLK	325	15	LND
5	T07	B06_07331-_07328-	RIDGEWAY AVE - 2400 BLK	309	15	LND
6	T07	B06_07204-_07202-	NORMANDY PL - 3000 BLK	228	12	LND
7	T07	B06_07208-_07204-	NORMANDY PL - 3000 BLK	236	12	LND
8	T07	B06_07768-_07549-	HASTINGS AVE	50	10	VCP
9	T07	B06_07549-_07548-	HASTINGS AVE - 2500 BLK	95	15	VCP
10	T07	B06_07548-_07547-	HASTINGS AVE - 2500 BLK	25	15	VCP
11	T07	B06_07522-_07521-	ALLEY	200	15	RCP
12	T07	B06_07516-_07514-	ALLEY	187	15	LND
13	T07	B06_07563-_07562-	PROSPECT AVE - 2500 BLK	188	10	VCP
14	T07	B06_07562-1_07562-	CULVER ST	21	10	VCP
15	T07	B06_07562-2_07562-1	CULVER ST - 3300 BLK	127	10	LND
16	T07	B06_07556-_07554-	COWPER AVE - 2500 BLK	188	10	VCP
17	T07	B06_07562-3_07562-2	CULVER ST - 3300 BLK	150	10	VCP
18	T07	B06_07580-_07576-	CRAWFORD AVE - 2500 BLK	202	10	VCP
19	T07	B06_07547-_07546-	HASTINGS AVE - 2500 BLK	194	15	VCP
20	T07	B06_07539-_07521-	RIDGEWAY AVE - 2500 BLK	250	12	VCP
21	T07	B06_07528-_07516-	LAWNDALE AVE - 2500 BLK	249	12	LND
22	T07	B06_07512-_07511-	MARCY AVE - 2500 BLK	250	18	VCP
23	T07	B06_07562-_07561-	PROSPECT AVE - 2500 BLK	181	10	VCP
24	T07	B06_07554-_07552-	COWPER AVE - 2500 BLK	187	10	VCP
25	T07	B06_07576-_07573-	CRAWFORD AVE - 2500 BLK	194	10	VCP
26	T07	B06_07502-_07501-	HARRISON ST - 3000 BLK	47	21	RCP
27	T07	B06_07504-_07502-	HARRISON ST - 3000 BLK	150	21	VCP
28	T07	B06_07510-_07504-	HARRISON ST - 3000 BLK	186	21	VCP
29	T07	B06_07511-_07510-	MARCY AVE - 2500 BLK	275	18	VCP
30	T07	B06_07523-_07510-	HARRISON ST - 3000 BLK	185	21	VCP
31	T07	B06_07527-_07523-	HARRISON ST - 3000 BLK	185	21	LND
32	T07	B06_07528-_07527-	LAWNDALE AVE - 2500 BLK	288	12	LND
33	T07	B06_07530-_07529-	HARRISON ST - 3100 BLK	166	18	RCP
34	T07	B06_07538-_07530-	HARRISON ST - 3100 BLK	183	18	PVC
35	T07	B06_07539-_07538-	RIDGEWAY AVE - 2500 BLK	300	12	VCP
36	T07	B06_07541-_07538-	HARRISON ST - 3100 BLK	185	18	LND
37	T07	B06_07552-_07550-	COWPER AVE - 2500 BLK	201	10	LND
38	T07	B06_07558-_07550-	HARRISON ST - 3200 BLK	161	15	LND
39	T07	B06_07560-_07558-	HARRISON ST - 3200 BLK	165	15	LND
40	T07	B06_07561-_07560-	PROSPECT AVE - 2500 BLK	222	10	VCP
41	T07	B06_07566-_07560-	HARRISON ST - 3300 BLK	170	12	VCP
42	T07	B06_07568-_07566-	HARRISON ST - 3300 BLK	89	12	VCP
43	T07	B06_07569-_07568-	HARRISON ST - 3300 BLK	54	12	VCP
44	T07	B06_07570-_07569-	HARRISON ST - 3300 BLK	172	12	VCP
45	T07	B06_07573-_07570-	CRAWFORD AVE - 2500 BLK	211	10	VCP
46	T07	B06_07527-_07320-	LAWNDALE AVE - 2400 BLK	140	15	LND
47	T07	B06_07314-_07313-	MARCY AVE - 2400 BLK	309	18	VCP
48	T07	B06_07320-_07319-	LAWNDALE AVE - 2400 BLK	220	15	LND
49	T07	B06_07538-_07331-	RIDGEWAY AVE - 2400 BLK	389	15	LND
50	T07	B06_16100-_16050-	COLFAX PL - 3300 BLK	152	12	VCP
51	T07	B06_16050-_16000-	COLFAX PL - 3300 BLK	134	12	VCP
52	T07	B06_15700-_15650-	COLFAX ST - 3300 BLK	101	12	VCP
53	T07	B06_15650-_15600-	COLFAX ST - 3300 BLK	53	12	VCP
54	T07	B06_15600-_15500-	COLFAX ST - 3300 BLK	136	12	VCP
55	T07	B06_07303-_07302-	MARCY AVE - 2300 BLK	317	18	LND
56	T07	B06_07317-_07316-	LAWNDALE AVE - 2300 BLK	316	15	LND
57	T07	B06_07328-_07327-	RIDGEWAY AVE - 2300 BLK	316	15	LND

Attachment D - List of Sewers to be Cleaned

58	T07	B06_15200-_15100-	DARTMOUTH PL - 3300 BLK	153	12	VCP
59	T07	B06_15100-_15050-	DARTMOUTH PL - 3300 BLK	79	12	VCP
60	T07	B06_15050-_15000-	DARTMOUTH PL - 3300 BLK	55	12	VCP
61	T07	B06_07302-_07301-	MARCY AVE - 2300 BLK	295	18	LND
62	T07	B06_07316-_07315-	LAWNDALE AVE - 2300 BLK	297	15	LND
63	T07	B06_07327-_07326-	RIDGEWAY AVE - 2300 BLK	299	15	LND
64	T07	B06_07335-_07326-	GRANT ST - 3100 BLK	318	18	LND
65	T07	B06_07336-_07335-	GRANT ST - 3100 BLK	40	18	LND
66	T07	B06_11410-_11405-	GRANT ST - 3300 BLK	152	12	VCP
67	T07	B06_11305-_11300-	NOYES ST - 3300 BLK	168	12	LND
68	T07	B06_11310-_11305-	NOYES ST - 3300 BLK	149	12	VCP
69	T07	B06_11300-_11200-	PROSPECT AVE - 2200 BLK	331	15	VCP
70	T07	B06_11205-_11200-	HAYES ST - 3300 BLK	171	12	VCP
71	T07	B06_11210-_11205-	HAYES ST - 3300 BLK	151	12	VCP
72	T07	B06_11210-A_11210-	HAYES ST - 3300 BLK	39	12	PVC
73	T07	B06_07102-_07100-	PAYNE ST	211	12	VCP
74	T07	B06_07104-_07102-	PAYNE ST - 3000 BLK	230	12	LND
75	T07	B06_07110-_07104-	PAYNE ST - 3000 BLK	227	12	LND
76	T07	B06_11200-_11100-	PROSPECT AVE - 2100 BLK	326	18	VCP
77	T07	B06_11105-_11100-	PAYNE ST - 3300 BLK	170	12	VCP
78	T07	B06_11110-_11105-	PAYNE ST - 3300 BLK	151	12	VCP
79	T07	B06_11100-_11000-	PROSPECT AVE - 2100 BLK	307	18	VCP
80	T07	B06_07514-B_07514-A	ALLEY	122	8	VCP
81	T07	B06_11400-_11350-	PROSPECT AVE - 2200 BLK	163	15	LND
82	T07	B06_07521-_07518-	ALLEY	186	15	RCP
83	T07	B06_07518-_07516-	ALLEY	187	15	LND
84	T07	B06_07546-_07544-	HASTINGS AVE - 2500 BLK	170	15	VCP
85	T07	B06_07542-_07541-	HARRISON ST - 3100 BLK	163	18	LND
86	T07	B06_07550-_07542-	HARRISON ST - 3200 BLK	328	15	LND
87	T07	B06_07544-_07542-	HASTINGS AVE - 2500 BLK	183	15	PVC
88	T07	B06_07202-_07200-	NORMANDY PL - 3000 BLK	207	12	VCP
89	T07	B06_07515-_07512-	ALLEY N OF HARRISON/ E OF MARCY	30	12	DIP
90	T07	B06_07520-_07515-	ALLEY	110	12	DIP
91	T07	B06_07504-4_07504-3	ALLEY	148	10	RCP
92	T07	B06_07504-3_07504-2	ALLEY	115	10	RCP
93	T07	B06_07505-B_B06_07504-	ALLEY	28	10	DIP
94	T07	B06_07505-_07505-B	ALLEY N OF COLFAX ST/ E OF MARCY AVE	105	10	RCP
95	T07	B06_07505-A_07505-	ALLEY N OF COLFAX ST/ E OF MARCY AVE	97	10	RCP
96	T07	B06_07504-2_07504-2A	ALLEY	105	10	RCP
97	T07	B06_07525-_07520-	ALLEY	151	12	DIP
98	T07	B06_07600-_07525-	ALLEY	54	12	DIP
99	T07	B06_07514-_07512-	ALLEY	186	15	LND
100	T07	B06_11405-_11400-	GRANT ST - 3300 BLK	165	12	VCP
101	T07	B06_07369-_07368-	ALLEY	134	9	VCP
102	T07	B06_07370-_07368-	ALLEY	121	9	VCP
103	T07	B06_07338-_07337-1	HASTINGS AVE - 2300 BLK	169	18	VCP
104	T07	B06_07337-1_07337-	HASTINGS AVE - 2300 BLK	250	18	VCP
105	T07	B06_07363-_11400-	PROSPECT AVE & GRANT ST	10	12	VCP
106	T07	B06_07353-_07336-	GRANT ST - 3200 BLK	327	18	LND
107	T07	B06_07362-_07353-	GRANT ST - 3200 BLK	159	18	LND
108	T07	B06_07354-_07353-	COWPER AVE - 2300 BLK	273	15	LND
109	T07	B06_07347-_07346-	HASTINGS AVE - 2400 BLK	245	15	PVC
110	T07	B06_07346-_07338-	HASTINGS AVE - 2400 BLK	326	15	PVC
111	T07	B06_07337-_07336-	HASTINGS AVE - 2300 BLK	142	18	VCP
112	T07	B06_07358-_07355-	COWPER AVE - 2400 BLK	274	15	LND
113	T07	B06_07363-_07362-	GRANT ST - 3200 BLK	170	18	LND
114	T07	B06_07359-_07358-	COWPER AVE - 2400 BLK	297	15	LND
115	T07	B06_07355-_07354-	COWPER AVE - 2300 BLK	300	15	LND
116	T07	B06_07368-_07366-	PROSPECT AVE - 2400 BLK	285	12	VCP
117	T07	B06_07366-_07365-	PROSPECT AVE - 2400 BLK	284	12	VCP

Attachment D - List of Sewers to be Cleaned

118	T07	B06_07365-_07364-	PROSPECT AVE - 2300 BLK	264	15	VCP
119	T07	B06_07364-_07363-	PROSPECT AVE - 2300 BLK	309	15	LND
120	T07	B06_07361-_07359-	COWPER AVE	157	12	LND
121	T07	B06_07202-C_07202-	S OF NORMANDY PL / W OF CENTRAL PARK	50	10	RCP
122	T07	B06_11115-_11110-	PAYNE ST - 3300 BLK	50	12	PVC
123	T07	B06_07590-A_07558-	ALLEY (N-S) E OF CENTRAL PARK AVE / S OF COLFAX ST	15	12	RCP
124	T07	B06_07590-_07590-A	ALLEY (N-S) E OF CENTRAL PARK AVE / S OF COLFAX ST	135	12	RCP
125	T07	B06_07591-_07590-	ALLEY (N-S) E OF CENTRAL PARK AVE / S OF COLFAX ST	131	12	RCP
126	T07	B06_07593-_07591-	ALLEY (N-S) E OF CENTRAL PARK AVE / S OF COLFAX ST	160	12	RCP
127	T07	B06_07594-_07593-	ALLEY (N-S) E OF CENTRAL PARK AVE / S OF COLFAX ST	85	12	RCP
128	T07	B06_07595-_07594-	ALLEY (N-S) E OF CENTRAL PARK AVE / S OF COLFAX ST	62	12	RCP
129	T07	B06_07514-A_07514-	ALLEY S OF CENTRAL / E OF LAWNSDALE	15	12	UNK
130	T07	B06_07504-2A_07504-	ALLEY N OF HARRISON, E OF MARCY	35	10	DIP
131	T07	B06_07348-_07347-	E-W ALLEY - HASTINGS AVE - 2400 BLK	116	8	PVC
132	T07	B06_07542-_07347-	HASTINGS AVE - 2400 BLK	166	15	PVC
133	T07	B06_11312-_11310-	NOYES ST	28	12	VCP
134	T07	B06_11350-_11300-	PROSPECT AVE - 2200 BLK	170	15	LND
135	T07	B06_17650-_17600-	HARRISON ST	3	12	VCP
136	T07	B06_07534-_07529-	LAWNSDALE AVE - 2500 BLK	149	9	LND
137	T07	B06_07529-_07527-	HARRISON ST - 3100 BLK	16	18	RCP
138	T15	B07_11111-1_11111-1D	FOSTER ST (ALLEY)	129	8	VCP
139	T15	B07_11112-_11111-	FOSTER ST - 1700 BLK	92	8	VCP
140	T15	B07_11111-A_11111-	FOSTER ST (ALLEY)	103	8	RCP
141	T15	B07_11110-_11108-	DARROW AVE - 1900 BLK	336	12	VCP
142	T15	B07_11108-_11100-	DARROW AVE - 1900 BLK	265	12	VCP
143	T15	B07_11280-_11275-	EMERSON ST	113	12	VCP
144	T15	B07_11128-_11100-	DARROW AVE - 1800 BLK	233	12	VCP
145	T15	B07_11350-_11300-	ASHLAND AVE - 1800 BLK	337	24	LND
146	T15	B07_11140-_11130-	DARROW AVE - 1800 BLK	255	12	VCP
147	T15	B07_11410-_11400-	LYONS ST - 1400 BLK	236	9	VCP
148	T15	B07_11400-_11350-	ASHLAND AVE - 1800 BLK	360	24	LND
149	T15	B07_11425-_11400-	LYONS ST - 1500 BLK	197	9	VCP
150	T15	B07_11435-_11425-	LYONS ST - 1500 BLK	260	10	VCP
151	T15	B07_11153-_11152-	LYONS ST - 1700 BLK	85	9	VCP
152	T15	B07_11150-_11140-	DARROW AVE - 1800 BLK	205	12	LND
153	T15	B07_11420-_11400-	ASHLAND AVE - 1700 BLK	24	24	PVC
154	T15	B07_11450-_11420-	ASHLAND AVE - 1700 BLK	260	24	PVC
155	T15	B07_11502-_11450-	ASHLAND AVE - 1700 BLK	329	24	PVC
156	T15	B07_11503-_11502-	CHURCH ST - 1400 BLK	193	12	LND
157	T15	B07_11505-_11503-	CHURCH ST - 1400 BLK	251	12	LND
158	T15	B07_11507-_11505-	CHURCH ST - 1300 BLK	154	9	VCP
159	T15	B07_11509-_11507-	CHURCH ST - 1300 BLK	64	9	VCP
160	T15	B07_11510-_11509-	CHURCH ST - 1300 BLK	177	9	VCP
161	T15	B07_13700-_13650-	CHURCH ST - 1600 BLK	184	18	LND
162	T15	B07_13650-_13600-	CHURCH ST - 1600 BLK	176	18	LND
163	T15	B07_13600-_13525-	CHURCH ST - 1700 BLK	178	18	LND
164	T15	B07_13525-_13500-	CHURCH ST - 1700 BLK	182	18	LND
165	T15	B07_13500-_13250-	CHURCH ST - 1800 BLK	175	18	LND
166	T15	B07_13250-_13000-	CHURCH ST - 1800 BLK	184	18	LND
167	T15	B07_11111-_11110-	FOSTER ST - 1700 BLK	211	9	VCP
168	T15	B07_13702-_13700-	CHURCH ST - 1500 BLK	177	9	VCP
169	T15	B07_11111-1A_11111-1	FOSTER ST (ALLEY)	59	8	VCP
170	T15	B07_11110-1_11110-	FOSTER ST - 1800 BLK	76	9	VCP
171	T15	B07_11120-_11115-	DARROW AVE - 2000 BLK	385	12	PVC
172	T15	B07_11115-_11110-	DARROW AVE - 2000 BLK	278	12	PVC
173	T15	B07_11131-_11129-	ALLEY (E-W)	81	12	RCP
174	T15	B07_11133-_11132-	ALLEY (N-S)	78	12	RCP
175	T15	B07_11132-_11129-	ALLEY (N-S)	61	12	RCP
176	T15	B07_11129-_11129-A	ALLEY (E-W)	123	12	RCP
177	T15	B07_11129-A_11128-	ALLEY (E-W)	81	12	RCP

Attachment D - List of Sewers to be Cleaned

178	T15	B07_11130-11128-	DARROW AVE - 1800 BLK	17	12	VCP
179	T15	B07_11134-11133-	ALLEY (N-S)	78	12	RCP
180	T15	B07_11111-1D_11111-	ALLEY (N-S)	32	8	DIP
181	T15	B07_11285-11280-	EMERSON ST	83	12	VCP
182	T15	_B82-10868-	1332 EMERSON ST	7	8	PVC
183	T15	B07_11295-C_11295-B	ALLEY (N-S), W OF ASHLAND AVE - 1800 BLK	87	10	DIP
184	T15	B07_11295-B_11295-A	ALLEY (N-S), W OF ASHLAND AVE - 1800 BLK	107	12	RCP
185	T15	B07_11295-A_11295-	ALLEY (N-S), W OF ASHLAND AVE - 1800 BLK	47	12	RCP
186	T15	B07_11295-11290-	ALLEY (N-S), W OF ASHLAND AVE - 1800 BLK	53	12	RCP
187	T15	B07_11290-11280-A	ALLEY (N-S), W OF ASHLAND AVE - 1800 BLK	52	12	RCP
188	T15	B07_11280-A_11280-	ALLEY (N-S), W OF ASHLAND AVE - 1800 BLK	9	8	DIP
189	T16	B07_09150-09140-	BROWN AVE - 2000 BLK	206	12	LND
190	T16	B07_09140-09130-	BROWN AVE	35	12	VCP
191	T16	B07_09120-09115-	FOSTER ST - 1900 BLK	163	10	LND
192	T16	B07_09115-09100-	FOSTER ST - 1900 BLK	200	10	LND
193	T16	B07_09130-09100-	BROWN AVE	165	12	VCP
194	T16	B07_09110-09100-	FOSTER ST - 2000 BLK	219	10	VCP
195	T16	B07_07200-07100-	GREY AVE - 2000 BLK	333	12	LND
196	T16	B07_07150-07100-	FOSTER ST - 2100 BLK	305	10	VCP
197	T16	B07_03102-03100-	HARTREY AVE - 1900 BLK	226	10	LND
198	T16	B07_09100-09050-	BROWN AVE - 1900 BLK	317	15	LND
199	T16	B07_07100-07075-	GREY AVE - 1900 BLK	309	12	LND
200	T16	B07_07075-07050-	GREY AVE - 1900 BLK	131	12	LND
201	T16	B07_03120-03100-	HARTREY AVE - 1900 BLK	370	10	LND
202	T16	B07_09050-09030-	BROWN AVE - 1900 BLK	153	15	LND
203	T16	B07_09010-09000-	BROWN AVE / EMERSON ST	57	15	LND
204	T16	B07_07050-07010-	GREY AVE	149	12	LND
205	T16	B07_10110-10000-	BROWN AVE	80	12	LND
206	T16	B07_10115-10110-	BROWN AVE - 1800 BLK	100	12	LND
207	T16	B07_05050-05000-	HARTREY AVE - 1800 BLK	283	12	LND
208	T16	B07_10120-10115-	BROWN AVE - 1800 BLK	170	12	LND
209	T16	B07_02020-02000-	LELAND AVE - 1800 BLK	350	15	LND
210	T16	B07_02030-02020-	WADE ST - 2400 BLK	125	10	VCP
211	T16	B07_05100-05050-	HARTREY AVE - 1800 BLK	300	10	LND
212	T16	B07_10150-10120-	BROWN AVE - 1800 BLK	317	12	LND
213	T16	B07_02100-02020-	LELAND AVE - 1800 BLK	342	15	LND
214	T16	B07_02105-02100-	LYONS ST - 2400 BLK	240	12	LND
215	T16	B07_02110-02105-	LYONS ST	12	12	PVC
216	T16	B07_02112-02110-	MCDANIEL AVE - 1700 BLK	149	12	LND
217	T16	B07_10175-10150-	BROWN AVE - 1700 BLK	250	12	LND
218	T16	B07_05150-05100-	HARTREY AVE - 1700 BLK	313	12	LND
219	T16	B07_02150-02100-	LELAND AVE - 1700 BLK	244	12	LND
220	T16	B07_10225-10200-	ALLEY N OF CHURCH ST/ E OF BROWN AVE	41	10	DIP
221	T16	B07_10200-10175-	BROWN AVE - 1700 BLK	259	12	LND
222	T16	B07_05207-05205-	ALLEY	110	8	VCP
223	T16	B07_05175-05150-	HARTREY AVE - 1700 BLK	283	12	VCP
224	T16	B07_05205-05200-	ALLEY E-W: HARTREY AVE - 1700 BLK	140	8	LND
225	T16	B07_05200-05175-	ALLEY	14	8	VCP
226	T16	B07_05175-C_05175-	HARTREY AVE	28	9	UNK
227	T16	B07_02200-02150-	LELAND AVE - 1700 BLK	250	12	LND
228	T16	B07_02225-02200-	ALLEY	142	12	LND
229	T16	B07_02200-02200-	LELAND AVE - 1700 BLK	39	12	UNK
230	T16	B07_13050-13000-	CHURCH ST - 1900 BLK	82	18	RCP
231	T16	B07_13100-13050-	CHURCH ST - 1900 BLK	284	18	RCP
232	T16	B07_13200-13100-	CHURCH ST - 2000 BLK	325	12	RCP
233	T16	B07_13300-13200-	CHURCH ST - 2000 BLK	317	12	RCP
234	T16	B07_13350-13300-	CHURCH ST - 2100 BLK	156	10	VCP
235	T16	B07_13400-13350-	CHURCH ST - 2100 BLK	203	10	VCP
236	T16	B08_01159-01190-	CHURCH ST - 2300 BLK	197	10	RCP
237	T16	B08_01159-01158-	CHURCH ST - 2300 BLK	101	10	RCP

Attachment D - List of Sewers to be Cleaned

238	T16	B08_01160-_01158-	CHURCH ST - 2400 BLK	205	10	RCP
239	T16	B08_01189-_01188-	CHURCH ST - 2200 BLK	95	10	RCP
240	T16	B08_01190-_01188-	CHURCH ST - 2300 BLK	127	10	RCP
241	T16	B07_10300-_10250-	ALLEY	104	9	VCP
242	T16	B07_10250-_10225-	ALLEY	117	9	VCP
243	T16	B07_09200-_09150-	BROWN AVE - 2000 BLK	185	12	LND
244	T16	B07_09130-C_09130-	ALLEY [E-W] - N OF FOSTER ST, E OF GREY AVE	210	8	VCP
245	T16	B07_02114-_02112-	MCDANIEL AVE - 1700 BLK	264	12	LND
246	T16	B07_02215-_02200-	ALLEY	152	10	VCP
247	T16	B07_02215-C_02215-	ALLEY N OF CHURCH/ E OF LELAND	280	10	VCP
248	T16	B07_02230-_02215-	ALLEY	140	10	VCP
249	T16	B07_05205-A_05205-	ALLEY	270	8	VCP
250	T16	B07_10250-B_10250-	ALLEY N OF CHURCH ST/ E OF BROWN AVE	175	10	RCP
251	T16	B07_07010-_07000-	GREY AVE	44	12	LND
252	T16	B07_02250-_02225-	ALLEY	68	12	LND
253	T16	B07_09030-_09010-	BROWN AVE - 1900 BLK	111	15	LND
254	T16	B07_09030-A_09030-	BROWN AVE - 1900 BLK [ALLEY]	44	10	UNK
255	T16	B07_09030-B_09030-A	BRONW AVE - 1900 BLK [ALLEY]	136	10	UNK
256	T16	B07_07050-C_07050-	GREY AVE - 1900 BLK [ALLEY]	44	10	LND
257	T16	B07_07050-D_07050-C	GREY AVE - 1900 BLK [ALLEY]	164	10	UNK

ALTERNATES

NO.	TILE	SEWER ID	LOCATION	LENGTH (FT)	DIA (IN)	MATERIAL
258A	T15	B07_11220-_11215-	DEWEY AVE - 2000 BLK	221	12	LND
259A	T15	B82_10912-_10911-	GREEN BAY RD	63	15	LND
260A	T15	B82_10913-_10912-	WESLEY AVE	127	15	LND
261A	T15	B82_10858-_10856-	JACKSON AVE - 2000 BLK	85	12	VCP
262A	T15	B82_10916-_10914-	FOSTER ST - 1300 BLK	186	9	VCP
263A	T15	B82_10914-_10913-	WESLEY AVE - 2000 BLK	278	15	LND
264A	T15	B82_10855-_10852-	FOSTER ST - 1400 BLK	181	9	VCP
265A	T15	B82_10856-_10852-	JACKSON AVE - 2000 BLK	141	12	LND
266A	T15	B07_11212-_11210-	DEWEY AVE - 1900-2000 BLKS	402	12	LND
267A	T15	B82_10852-_10851-1	JACKSON AVE - 1900 BLK	200	12	VCP
268A	T15	B82_10917-_10914-	WESLEY AVE - 1900 BLK	222	12	VCP
269A	T15	B07_11210-_11208-	DEWEY AVE - 1900 BLK	184	12	VCP
270A	T15	B82_10851-1_10851-	JACKSON AVE - 1900 BLK	191	12	VCP
271A	T15	B82_10918-_10917-	WESLEY AVE - 1900 BLK	222	12	VCP
272A	T15	B07_11208-_11203-	DEWEY AVE - 1900 BLK	195	12	VCP
273A	T15	B82_10861-A_10839-	EMERSON ST	33	10	DIP
274A	T15	B82_10850-1_10850-	JACKSON AVE - 1900 BLK	230	12	VCP
275A	T15	B07_11203-_11202-	DEWEY AVE - 1900 BLK	167	12	VCP
276A	T15	B82_10844-6_10844-5	ALLEY N OF LYONS ST/ E OF WESLEY AVE	115	10	DIP
277A	T15	B82_10842-_10840-	WESLEY AVE - 1800 BLK	262	15	LND
278A	T15	B82_10844-5_10844-4	ALLEY N OF LYONS ST/ E OF WESLEY AVE	257	10	RCP
279A	T15	B82_10844-4_10844-3	ALLEY N OF LYONS ST/ E OF WESLEY AVE	74	10	RCP
280A	T15	B82_10843-_10842-	WESLEY AVE - 1800 BLK	182	15	VCP
281A	T15	B82_10844-3_10844-2	ALLEY N OF LYONS ST/ E OF WESLEY AVE	76	10	RCP
282A	T15	B82_10844-2_10844-2A	ALLEY N OF LYONS ST/ E OF WESLEY AVE	95	10	RCP
283A	T15	B82_10844-2A_10844-1	ALLEY N OF LYONS ST/ E OF WESLEY AVE	38	10	DIP
284A	T15	B82_10845-_10844-1	LYONS ST	33	9	VCP
285A	T15	B82_10844-1_10844-	LYONS ST - 1300 BLK	217	9	LND
286A	T15	B82_10844-_10843-	WESLEY AVE - 1800 BLK	244	15	LND
287A	T15	B82_10846-_10844-	WESLEY AVE - 1700 BLK	175	15	PVC
288A	T15	B82_10848-_10846-	WESLEY AVE - 1700 BLK	231	14	LND
289A	T15	B82_10849-_10848-	WESLEY AVE - 1700 BLK	38	12	RCP
290A	T15	B82_10849-1_10849-	WESLEY AVE - 1700 BLK	53	12	RCP
291A	T15	B82_10935-D_10935-C	ALLEY	190	10	VCP
292A	T15	B82_10947-_10940-	ASHLAND AVE - 2000 BLK	330	12	PVC
293A	T15	B82_10947-1_10947-	ASHLAND AVE - 2000 BLK	117	12	PVC

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294A	T15	B82_10948-_10947-1	ASHLAND AVE - 2000 BLK	160	12	PVC
295A	T15	B82_10949-_10948-	ASHLAND AVE - 1900 BLK	56	12	PVC
296A	T15	B82_10935-C_10935-B	ALLEY	165	10	VCP
297A	T15	B82_10861-_10861-A	ALLEY (N-S) N OF EMERSON / E OF WESLEY	102	12	RCP
298A	T15	B82_10862-_10861-	ALLEY (N-S) N OF EMERSON / E OF WESLEY	101	12	RCP
299A	T15	B82_10935-C_10935-	ALLEY (N-S)	35	10	VCP
300A	T15	B82_10924-_10918-	WESLEY AVE - 1900 BLK	176	12	VCP
301A	T15	B82_10926-_10924-	EMERSON ST - 1400 BLK	162	12	VCP
302A	T15	B82_10864-_10863-	1332 EMERSON ST	20	8	PVC
303A	T15	B82_10865-A_10864-	1332 EMERSON ST	26	12	RCP
304A	T15	B82_10868-_10864-	1332 EMERSON ST	40	8	PVC
305A	T15	B82_11000-_10949-	ASHLAND AVE - 1900 BLK	21	8	PVC
306A	T15	B82_11005-_11000-	ASHLAND AVE - 1900 BLK	45	8	PVC
307A	T15	B82_11010-_11005-	ASHLAND AVE - 1900 BLK	138	8	PVC
308A	T15	B82_11015-_11010-	ASHLAND AVE - 1900 BLK	41	8	PVC
309A	T15	B82_11020-_11015-	ASHLAND AVE - 1900 BLK	91	8	PVC
310A	T15	B82_10923-_10916-	FOSTER ST - 1300 BLK	13	9	VCP
311A	T15	B07_11202-_11200-	DEWEY AVE - 1900 BLK	167	12	VCP
312A	T15	B82_10850-3D_10850-3	ALLEY (N-S) BEHIND JACKSON AVE - 1900 BLK	234	10	DIP
313A	T15	B82_10850-3A_10850-3	ALLEY (E-W) BEHIND EMERSON ST - 1500 BLK	18	10	DIP
314A	T15	B82_10850-3_10850-2	ALLEY (E-W) BEHIND EMERSON ST - 1500 BLK	75	12	RCP
315A	T15	B82_10850-2_10850-2A	ALLEY (E-W) BEHIND EMERSON ST - 1500 BLK	70	12	RCP
316A	T15	B82_10850-2A_10850-1	ALLEY (E-W) BEHIND EMERSON ST - 1500 BLK	39	12	DIP
317A	T15	B82_10851-_10850-1	JACKSON AVE - 1900 BLK	230	12	VCP
318A	T15	B07_11213-_11212-	DEWEY AVE - 2000 BLK	33	8	VCP
319A	T15	B07_11214-_11213-	FOSTER PARK	118	8	VCP
320A	T15	B07_11215-_11212-	DEWEY AVE - 2000 BLK	57	12	LND
321A	T18	B08_01158-_01157-	FOWLER AVE - 1600 BLK	32	10	RCP
322A	T18	B08_01188-_01186-	PITNER AVE - 1600 BLK	311	12	VCP
323A	T18	B08_01157-_01156-	FOWLER AVE - 1600 BLK	320	12	LND
324A	T18	B08_01120-_01115-	MCDANIEL AVE - 1600 BLK	288	10	VCP
325A	T18	B08_01155-2_01155-2A	ALLEY (N-S) / BEHIND MCDANIEL AVE	335	8	VCP
326A	T18	B08_01186-_01184-	PITNER AVE - 1600 BLK	340	12	LND
327A	T18	B08_01156-_01155-	FOWLER AVE - 1600 BLK	329	12	LND
328A	T18	B08_01155-1_01155-	DAVIS ST - 2400 BLK	197	10	RCP
329A	T18	B08_01155-2A_01155-1	ALLEY	52	8	VCP
330A	T18	B08_01115-_01110-	MCDANIEL AVE - 1600 BLK	300	10	VCP
331A	T18	B08_01155-1C_01155-1	ALLEY	69	8	VCP
332A	T18	B08_01184-_01182-	PITNER AVE - 1500 BLK	322	15	LND
333A	T18	B08_01155-_01153-	FOWLER AVE - 1500 BLK	304	15	LND
334A	T18	B08_01110-_01109-	MCDANIEL AVE - 1500 BLK	340	12	LND
335A	T18	B08_01182-_01180-	PITNER AVE - 1500 BLK	322	15	LND
336A	T18	B08_01153-_01151-	FOWLER AVE - 1500 BLK	317	15	LND
337A	T18	B08_01109-_01106-	MCDANIEL AVE - 1500 BLK	310	12	LND
338A	T18	B08_01300-3_01300-1	LAKE ST - 2000 BLK	207	12	LND
339A	T18	B08_01300-2_01300-1	LAKE ST	208	12	VCP
340A	T18	B08_01180-_01175-1	PITNER AVE - 1400 BLK	183	15	RCP
341A	T18	B08_01402-_01401-	LAKE ST - 1900 BLK	165	10	LND
342A	T18	B08_01401-_01400-	BROWN AVE	16	10	VCP
343A	T18	B08_01300-1_01300-6	ALLEY	30	12	UNK
344A	T18	B08_01151-_01150-1	FOWLER AVE - 1400 BLK	178	15	RCP
345A	T18	B08_01300-7_01300-6	LAKE ST	207	12	LND
346A	T18	B08_01106-_01104-	MCDANIEL AVE	115	12	LND
347A	T18	B08_01300-8_01300-7	LAKE ST	213	10	VCP
348A	T18	B08_01150-2_01150-1	LAKE ST - 2400 BLK	208	12	LND
349A	T18	B08_01300-6_01200-2	LAKE ST - 2100 BLK	215	9	LND
350A	T18	B08_01200-2_01200-1	LAKE ST - 2100 BLK	207	10	LND
351A	T18	B08_01200-1_01200-	HARTREY AVE	14	12	VCP
352A	T18	B08_01150-1_01150-T	FOWLER AVE - 1400 BLK	29	15	VCP
353A	T18	B08_01175-5_01175-	PITNER AVE - 1400 BLK	9	12	UNK

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354A	T18	B08_01200-1_01175-6	LAKE ST - 2200 BLK	219	12	VCP
355A	T18	B08_01175-6_01175-5	LAKE ST - 2200 BLK	209	12	LND
356A	T18	B08_01104-_01100-	MCDANIEL AVE	86	12	LND
357A	T18	B08_01175-6B_01175-6	ALLEY N OF GREENWOOD ST/ E OF PITNER AVE	31	10	DIP
358A	T18	B08_01150-3_01150-T	FOWLER AVE - 1400 BLK	20	12	VCP
359A	T18	B08_01150-4_01150-3	LAKE ST - 2400 BLK	212	10	LND
360A	T18	B08_01175-6C_01175-6B	ALLEY N OF GREENWOOD ST/ E OF PITNER AVE	105	10	RCP
361A	T18	B08_01405-_01401-	BROWN AVE - 1400 BLK	178	12	VCP
362A	T18	B08_01210-_01200-1	HARTREY AVE - 1400 BLK	175	12	LND
363A	T18	B08_01150-4D_01150-4	ALLEY, N OF GREENWOOD / E OF MCDANIEL	164	9	VCP
364A	T18	B08_01176-_01175-5	PITNER AVE - 1400 BLK	235	12	LND
365A	T18	B08_01162-_01150-3	FOWLER AVE - 1400 BLK	250	12	LND
366A	T18	B08_01415-_01410-	BROWN AVE - 1400 BLK	145	12	LND
367A	T18	B08_01211-_01210-	HARTREY AVE - 1400 BLK	145	12	LND
368A	T18	B07_17005-_17000-	GREENWOOD ST - 1900 BLK	38	15	DIP
369A	T18	B07_17010-_17005-	GREENWOOD ST - 1900 BLK	150	15	LND
370A	T18	B08_01425-_01415-	BROWN AVE - 1400 BLK	198	10	VCP
371A	T18	B08_01430-_01425-	GREENWOOD ST - 2000 BLK	62	10	RCP
372A	T18	B08_01435-_01430-	GREENWOOD ST - 2000 BLK	78	10	RCP
373A	T18	B08_01226-_01224-	GREENWOOD ST - 2000 BLK	221	10	RCP
374A	T18	B08_01220-_01212-	GREENWOOD ST - 2100 BLK	56	10	VCP
375A	T18	B08_01212-_01211-	HARTREY AVE - 1400 BLK	201	12	LND
376A	T18	B08_01214-_01212-	GREENWOOD ST - 2200 BLK	302	10	VCP
377A	T18	B08_01216-_01214-	GREENWOOD ST - 2200 BLK	92	10	VCP
378A	T18	B09_04310-_04300-	GREENWOOD ST - 2300 BLK	142	10	VCP
379A	T18	B09_04325-_04320-	GREENWOOD ST	34	10	VCP
380A	T18	B08_01165-_01162-	FOWLER AVE - 1400 BLK	254	12	LND
381A	T18	B08_01166-_01165-	GREENWOOD ST	178	10	VCP
382A	T18	B08_01166-2_01166-	ALLEY, N OF GREENWOOD / E OF MCDANIEL	179	9	VCP
383A	T18	B08_01167-_01166-	GREENWOOD ST	80	10	VCP
384A	T18	B08_01167-1_01167-	GREENWOOD ST	165	10	VCP
385A	T18	B09_04300-_04260-	PITNER AVE - 1300 BLK	173	12	LND
386A	T18	B08_01218-_01212-	HARTREY AVE - 1300 BLK	201	10	LND
387A	T18	B08_01169-_01165-	FOWLER AVE - 1300 BLK	265	10	VCP
388A	T18	B09_05220-_05210-	HARTREY AVE - 1300 BLK	208	10	LND
389A	T18	B09_05210-_05205-	HARTREY AVE - 1300 BLK	38	10	LND
390A	T18	B08_01169-1_01169-	FOWLER AVE - 1300 BLK	170	10	VCP
391A	T18	B07_18075-_18050-	DEMPSTER ST - 1900 BLK	320	9	LND
392A	T18	B08_01170-_01169-1	FOWLER AVE - 1300 BLK	104	10	VCP
393A	T18	B07_18100-_18050-	DEMPSTER ST - 1900 BLK	288	9	LND
394A	T18	B09_05205-_05200-	HARTREY AVE - 1300 BLK	141	10	LND
395A	T18	B09_02614-_02612-	MCDANIEL AVE - 1300 BLK	266	10	LND
396A	T18	B09_04230-_04200-	PITNER AVE - 1300 BLK	149	12	LND
397A	T18	B09_04205-_04200-	DEMPSTER ST - 2300 BLK	211	10	LND
398A	T18	B09_04210-_04205-	DEMPSTER ST - 2300 BLK	139	10	LND
399A	T18	B09_03300-_03250-	DEMPSTER ST - 2400 BLK	185	10	VCP
400A	T18	B09_03250-_03200-	DEMPSTER ST - 2400 BLK	29	10	VCP
401A	T18	B09_03300-_02610-	DEMPSTER ST - 2400 BLK	176	10	VCP
402A	T18	B09_02612-_02610-	MCDANIEL AVE - 1300 BLK	57	9	VCP
403A	T18	B09_02610-_02600-	MCDANIEL AVE - 1200 BLK	17	9	VCP
404A	T18	B09_04400-_04300-	PITNER AVE - 1400 BLK	285	12	LND
405A	T18	B09_05300-_05200-	DEMPSTER ST - 2100 BLK	369	12	LND
406A	T18	B08_01417-_01414-	ALLEY [EASEMENT]	187	9	VCP
407A	T18	B07_18050-_18000-	DEMPSTER ST - 1900 BLK	42	15	LND
408A	T18	B08_01304-_01300-6	GREY AVE - 1400 BLK	335	12	LND
409A	T18	B08_01308-_01304-	GREY AVE - 1400 BLK	69	10	VCP
410A	T18	B08_01224-_01222-	GREENWOOD ST - 2100 BLK	132	10	LND
411A	T18	B08_01222-_01220-	GREENWOOD ST - 2100 BLK	180	10	LND
412A	T18	B08_01214-A_01214-	ALLEY N OF GREENWOOD ST/ E OF PITNER AVE	191	10	VCP
413A	T18	B08_01214-D_01214-	ALLEY	164	10	RCP

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414A	T18	B09_04260-_04230-	PITNER AVE - 1300 BLK	259	12	LND
415A	T18	B09_04220-_04215-	DEMPSTER ST - 2200 BLK	89	10	VCP
416A	T18	B09_04215-_04200-	DEMPSTER ST - 2200 BLK	207	10	VCP
417A	T18	B09_04215-E_04215-	ALLEY	221	10	VCP
418A	T18	B08_01166-C_01166-	ALLEY	238	10	RCP
419A	T18	B09_03300-F_03300-	ALLEY	212	9	VCP
420A	T18	B08_01305-_01304-	ALLEY	40	10	LND
421A	T18	B08_01175-3_01175-2	LAKE ST - 2300 BLK	258	10	PVC
422A	T18	B08_01175-2_01175-1	LAKE ST	113	10	PVC
423A	T18	B08_01166-2A_01166-2	ALLEY, N OF GREENWOOD / E OF MCDANIEL	179	10	RCP
424A	T18	B08_01214-B_01214-A	ALLEY N OF GREENWOOD ST/ E OF PITNER AVE	140	10	RCP
425A	T18	B09_03300-A_03300-	DEMPSTER ST / ALLEY (N-S) / E OF MCDANIEL AVE	14	9	VCP
426A	T18	B08_01172-_01169-1	ALLEY	41	8	PVC
427A	T18	B08_01174-_01172-	ALLEY	263	8	PVC
428A	T18	B08_01410-_01405-	BROWN AVE - 1400 BLK	94	12	VCP
429A	T18	B08_01300-9		13	12	UNK
430A	T18	B08_01306-_01305-	E-W ALLEY, 1400 BLK GREY AVE, N OF GREENWOOD ST	192	10	PVC
431A	T18	B09_05400-_05300-	DEMPSTER ST - 2000 BLK	270	12	LND
432A	T18	B08_01154-_01150-4	LAKE ST - 2400 BLK	159	10	LND
433A	T18	B08_01152-_01150-2	LAKE ST - 2400 BLK	165	10	LND
434A	T18	B09_CAP_05400-	DEMPSTER ST - 2000 BLK	16	12	VCP
435A	T18	B08_01403-_01402-	LAKE ST - 1900 BLK	219	10	LND
436A	T18	B08_01175-8_01175-7	LAKE ST - 2200 BLK	200	10	VCP
437A	T18	B08_01175-7_01175-1	LAKE ST - 2200 BLK	200	10	VCP
438A	T18	B08_01175-1_01175-	PITNER AVE - 1400 BLK	19	15	VCP
439A	T18	B09_02616-_02614-	MCDANIEL AVE - 1300 BLK	184	10	LND
440A	T18	B09_02618-_02616-	MCDANIEL AVE - 1300 BLK	47	10	UNK
441A	T18	B07_18085-_18080-	DEMPSTER ST - 2000 BLK	191	9	VCP
442A	T18	B07_18090-_18080-	DEMPSTER ST - 1900 BLK	30	9	VCP
443A	T18	B07_18080-_18075-	DEMPSTER ST - 1900 BLK	100	9	VCP
444A	T18	B07_18092-_18090-	DEMPSTER ST - 1900 BLK	45	9	VCP
445A	T18	B09_04320-_04310-	GREENWOOD ST - 2300 BLK	120	8	VCP