CITY OF EVANSTON

REQUEST FOR PROPOSAL

NUMBER: 25-55

For

Fountain Square Design/Build Reconstruction

October 2, 2025

PROPOSAL DEADLINE:	**2:00 P.M., November 4, 2025**
PRE-PROPOSAL MEETING:	**Non-mandatory, Virtual** **4:00 P.M., October 9, 2025** **Meeting ID: meet.google.com/eyh-qpag-jii** **Phone Number: 518-531-6330** **PIN: 179 533 185#**

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

Attachment 1 Issued for Construction Documents (Partial Set) …… 74 pgs
Attachment 2 Wiss Janney Report…….. 27 pgs
Attachment 3 AIA Contract……67 pgs
Attachment 4 Maintenance Contract……..21 pgs

Attachment 5 Ordinance 23-O-25, Responsible Bidder Ordinance…….. 20 pgs
Attachment 6 Prevailing Wages…….. 9 pgs
Attachment 7 DemandStar- E-bidding Instructions……..14pgs

***NOTE: THE SELECTED RESPONDENT 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**

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CITY OF EVANSTON
NOTICE TO PROPOSERS

Proposals will be received by the Purchasing Office until 2:00 P.M. local time on **Tuesday, November 4, 2025**. 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. Proposals shall cover the following:

Fountain Square Design/Build Reconstruction
RFP Number: 25-55

The City of Evanston's Public Works Agency is seeking proposals from experienced firms to reconstruct the existing decorative zero-depth fountain at Fountain Square located at the intersection of Davis Street, Orrington Avenue and Sherman Avenue in downtown Evanston, Illinois.

A non-mandatory, virtual pre-proposal meeting will be held on Thursday, October 9, 2025, at 4:00 P.M., Meeting ID: meet.google.com/eyh-qpag-jii, Phone Number: 518-531-6330, PIN: 179 533 185#. All firms intending to submit a proposal for this project are encouraged to attend to discuss the proposed work and receive answers to questions related to the project.

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

The City (the City of Evanston) in accordance with the laws of the State of Illinois, hereby notifies all firms that it will affirmatively ensure that the contract(s) entered into pursuant to this notice will be awarded to the successful firm without discrimination on the grounds 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 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 Proposer shall be required to submit with his/her proposal a Disclosure of Ownership Interest Statement Form in accordance with Section 1-18-1 *et seq*. of the City Code. Failure to submit such information may result in the disqualification of such a proposal.

Tammi Nunez
Purchasing Manager

CITY OF EVANSTON
Request for Proposal

1.0 INTRODUCTION

1.1 Background Information

The City of Evanston (City) is a general-purpose municipal government located in Cook County, Illinois. It is a home rule unit, as defined in the 1970 Illinois Constitution, and operates under the Council/Manager form of government to provide for the health, safety, and welfare of Evanston residents. A mayor, elected city-wide, and nine councilmembers, elected by Ward, comprise the City Council. There are ten operating departments that provide a full array of services. The City has approximately 78,000 residents and a land area that covers 7.8 square miles.

The southern boundary of the City of Evanston borders the City of Chicago and is twelve miles north of downtown Chicago. The City is home to Northwestern University and Garrett Theological Seminary. In addition, the City is the home of two major teaching hospitals, St. Francis Hospital and Evanston Hospital, many corporations, service institutions, large national retailers, and small entrepreneurial businesses.

In 2019 the City completed reconstruction of Fountain Square located at the intersection of Davis Street, Sherman Avenue, and Orrington Avenue in downtown Evanston. The work included a variety of infrastructure improvements including a new zero-depth fountain, curb-less streetscapes, intersection updates, and public plaza expansions. The zero-depth fountain was designed by Christopher B. Burke Engineering (CBBEL), and The Waterworx Company. The fountain was constructed by Copenhaver Construction, RJ O'Neil, Fountain Technologies, The EA Group Limited, and Lifeline Plumbing.

In 2019 the newly installed zero-depth fountain was opened for use and quickly became a popular and playful amenity for the public. In 2020 the fountain was not operated due to COVID-19. In 2021 while the fountain was going through startup procedures, it became evident that significant water loss was occurring. After inspecting the fountain, it was discovered that the concrete substructure had numerous cracks and spalls.

In June of 2021, Wiss Janney Elstner Associates, Inc. (WJE), a structural and forensic engineering firm, was employed to evaluate the observed issues with the concrete substructure. On June 21, 2021, WJE provided an assessment of the concrete distress which is attached to this document. WJE's report concluded that "the placement and the size of the waterstops used within the horizontal construction joints is the primary cause of the observed cracking and concrete spalling on the interior wall surfaces". By installing oversized and incorrectly placed bentonite waterstops, numerous horizontal joints throughout the substructure experienced cracking, spalling, and displacement when the bentonite material expanded to perform its in-service function. This failure, which is diffuse throughout the substructure, rendered the fountain unusable and it has remained so to this day.

In 2021, the City worked with CBBEL to prepare several iterations of repair or reconstruction alternatives. WJE's assessment provided conceptual guidance on a repair strategy but the City was concerned that a repair would not provide a desired 20-year service life with particular concern for the supply/suction piping below the substructure which, if damaged during a repair project, would be inaccessible. As a result, in early 2022, the City released an RFP and received pricing to reconstruct the fountain at a cost of roughly $1.8 million. That work however was never awarded and the fountain remains inoperable.

The City is currently interested in revisiting the fountain reconstruction project. The intent of this RFP is to procure the services of a Design/Build Contractor (DBC) to assess the fountain's condition (including the substructure failures, mechanical system, electrical system, controls, piping, jets, lighting and related components), document required improvements, and construct those improvements by June 1, 2027. The DBC and City will initially execute AIA Contract A141-2024 (Standard Form of Agreement between Owner and Design-Builder) for Phase 1 (Design) to assess and design the fountain reconstruction. Once a repair solution is prepared and priced, the DBC and City will execute an AIA A141-2024 Design Build Contract Amendment for Phase 2 (Construction) to construct the improvements. Once construction is complete, the DBC (or their designated fountain operator) and City will execute a 5-year maintenance contract for Phase 3 (Maintenance) to operate the fountain system and ensure its successful performance.

1.2 Available City of Evanston Data and Assistance includes:

1. Issued for Construction documents (PDF and AutoCAD)
2. Record documents of installed materials/equipment
3. WJE Report
4. CBBEL Repair/Reconstruction Designs
5. City of Evanston staff project management

1.3 General Information

The contract term desired is to complete all reconstruction work and start up the fountain by June 1, 2027. The five-year maintenance services contract shall extend from June 2027 through June 2032.

Contact with City personnel in connection with this RFP shall not be made other than as specified in this RFP Unauthorized contact of any City personnel may be cause for rejection of a proposal.

Prior to the submittal of a proposal, Proposers are advised to carefully examine

- the contract documents
- project scope and work tasks to be accomplished
- specifications
- submittal requirements
- insurance requirements and required documentation

Proposers are advised to become thoroughly familiar with all conditions, instructions and specifications governing this RFP. Proposals shall be made in accordance with these instructions. Proposals shall be submitted on the forms provided by the City

The City will not be liable in any way for any costs incurred by respondents in replying to this Request for Proposal.

2.0 SCOPE OF WORK

Phase 1 – Design

Task 1 – Evaluation

The selected DBC shall review and assess the fountain system's existing conditions including, but not limited to, the concrete substructure, granite surface, nozzles, lighting, piping systems, pumping equipment, water treatment and filtration systems, mechanical components, related appurtenances in the equipment vault, electrical equipment, fountain and lighting controls, hardware, firmware, software and other related items. Work may include site surveying, equipment testing, material sampling, selective demolition/deconstruction, and other on-site activities necessary to fully examine and understand the needed improvements. A report shall be prepared that details the findings and outlines recommended strategies to reconstruct the fountain systems. Respondents shall minimally include complete reconstruction of the fountain substructure, below grade piping, and granite/unit paver surfaces. Mechanical, electrical and controls systems shall be either reconstructed or refurbished/modernized as the DBC's evaluation dictates.

The evaluation task shall include open book cost estimating services to assess anticipated pricing for the proposed repair strategies to allow the City to select the most appropriate and cost effective solutions available.

Task 2 – Design and Documentation

The selected DBC shall design and prepare all documentation required to perform the reconstruction work including the preparation of drawings, specifications, and material/product submittals. The DBC shall review these documents with the City as they are being developed at 75%, and 100% completion levels for input and discussion. The DBC shall work with the City and modify these documents as needed to adapt to any concerns raised by the City during the development of these documents.

The design and documentation task shall include open book cost estimating services at each milestone submittal to validate anticipated pricing for the proposed reconstruction solutions.

Task 3 – Permitting

The selected DBC shall prepare all permit applications required for the project, including but not limited to, the City of Evanston, Illinois Department of Public Health, Metropolitan Water Reclamation District of Greater Chicago, and Illinois Environmental Protection Agency. The selected DBC shall address any and all corrections or comments the permitting agencies provide and shall obtain permit approval from each agency prior to proceeding with construction.

Phase 2 – Build

Task 1 – Construction

The selected DBC shall construct the improvements including all aspects of the work required to produce a fully functional zero-depth fountain. All material, and labor provided by the selected DBC shall include a minimum 2-year warranty.

The selected DBC's work shall include all site protection, traffic control, demolition, excavation, removals, hauling, disposal, procurement, coordination, construction, installation, material testing, system testing, and similar work required to execute the construction including, but not limited to:

a. Procuring and coordinating the necessary products and services of subcontractors and suppliers to execute the work.
b. Erecting and maintaining site protection such as barricades and fencing to protect the public and the worksite.
c. Coordinating with the City and the public throughout the construction process to share information and updates as well as to address questions and concerns.
d. Demolishing and/or salvaging materials and equipment to prepare the site for reconstruction.
e. Reconstructing the fountain system including new below grade piping, new concrete substructure, new granite pavements, new unit pavements, refurbished or new nozzles, refurbished or new lighting, refurbished or new mechanical equipment, refurbished or new water treatment and filtration systems, refurbished or new related appurtenances, refurbished or new electrical equipment, and refurbished or new fountain and lighting controls (hardware, firmware, and software).
f. Coordinating with subcontractors, suppliers, permitting agencies and the City throughout the construction process to execute a well integrated and complete installation.

Task 2 – Commissioning

Perform fountain commissioning services to test, and verify the reconstructed fountain is operating as intended and to correct any operational deficiencies. Provide a report summarizing the findings of the commissioning work and make any/all corrections identified in the report to ensure proper operation.

Phase 3 – Maintenance

The selected DBC or their designated fountain operator shall provide the following fountain maintenance services between May 1 and October 15 from 2027 through 2032. Maintenance services shall meet or exceed the requirements set forth in the Attachment 4 - Maintenance Contract:

a. Perform all weekly, monthly, and annual maintenance activities
b. Perform all pre-start-up checklists and inspections
c. Perform all spring start-up and fall shut-down services at the beginning and ending of each operational season
d. Perform emergency repair services (on an hourly rate basis)
e. Manage and maintain appropriate water treatment

3.0 INSURANCE

The DBC 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 DBC, and insuring DBC against claims which may arise out of or result from DBC's performance or failure to perform the Services hereunder.

The DBC must provide an insurance certificate naming the City of Evanston as an additional insured and will provide a variety of insurances including:

- Comprehensive general liability - $3,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the City as Additional Insured
- Workers Compensation and Occupational Diseases - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and Omissions or professional liability insurance - $1,000,000

The surety and the insurance company must have not less than an A+ rating from the Alfred M. Best Co., Inc. and be approved by the City of Evanston.

DBC'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 City.

4.0 SUBMITTAL REQUIREMENTS

The City no longer accepts hard copy paper submittals for any solicitation. Responses will only be accepted electronically via E-bidding through DemandStar. Respondents are still required to complete all of the RFP documents and provide all of the requested information in a pdf file(s). **Please refer to attached DemandStar e-bidding documents.**

ANY PROPOSALS RECEIVED AFTER THE SUBMITTAL DEADLINE, WILL NOT BE ACCEPTED. It is the sole responsibility of the proposer to ensure that his or her proposal is delivered by the stated time. THE CITY IS NOT RESPONSIBLE FOR IMCOMPLETE UPLOADED SUBMITTALS.

A. Cover Letter

The cover letter will include the following:

- introduction of firm signed by an authorized Principal of the firm
- name of firm
- address of firm
- phone number of the firm submitting the proposal
- include the name and signature of an authorized binding official who is authorized to answer questions regarding the firm's proposal

B. Qualifications and Experience of Firm and/or Team

- All respondents shall describe other contracts (at least 5, but no more than10) similar in scope, size or discipline to the required services described herein, performed or undertaken within the past five years.
- The respondent must provide references, including name, address and telephone number of a contact person for each project identified and described.
- Indicate commencement dates, duration and type of operation.
- Provide a list of all Municipal clients in Illinois.

C. Key Personnel

Clearly identify the professional staff person(s) who will be assigned as your Project Manager, Site Superintendent and any other key project personnel and provide resumes. The proposal should indicate the abilities, qualifications and experience of these individuals.

D. Fees

Provide a copy of your Phase 1 fees/prices on the attached Proposal Cost Table.

E. Contracts

The DBC and City will initially execute AIA Contract A141-2024 (Standard Form of Agreement between Owner and Design-Builder) to evaluate, design and permit the work (Phase 1). Once a reconstruction solution is prepared and priced, the DBC and City will execute an AIA A141-2024 Contract Amendment to construct and commission the fountain (Phase 2). Once construction and commissioning is complete, the DBC and City will execute the attached 5-year maintenance contract to operate the fountain system and ensure its successful performance (Phase 3).

Respondents shall identify all exceptions to the agreements that would prevent your Firm from executing them. The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Proposer's response.

5.0 ADDITIONAL INFORMATION

A. Taxes

1. 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.

2. The City of Evanston is exempt from Illinois Sales Tax by virtue of Exemption Identification number E9998-1750.

3. The City's federal tax ID number is 36-6005870.

B. Permits and Fees

The DBC must secure and pay for any licenses required by the City of Evanston. Necessary building permits will be required, but all City permit fees will be waived and moneys for same must not be included in DBC pricing. The City will pay for all other permits (such as IDPH) separately.

C. 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.

D. Warranty

1. The DBC 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.

2. The DBC warrants all equipment furnished to be in acceptable condition, and to operate satisfactorily for a period of two (2) years 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.

3. The DBC 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.

4. The DBC 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 two (2) years after initial use. 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.

E. Default

Time is of the essence as to the awarded contract and, of delivery or acceptable items or rending 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.

F. 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.

G. Equal Employment Opportunity

1. In the event of the DBC's noncompliance with any provision of the Illinois Human Rights Act or Section 1-12-5 of the Evanston City Code, the DBC 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.

2. During the performance of this contract, the DBC agrees as follows:

   a. 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. DBC 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 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 DBC'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 DBC in its efforts to comply with such Act and Rules and Regulations, the DBC 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 DBC 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 DBC 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.

H. Coordination of Existing Site with Drawings

1. Before submitting a proposal, respondents shall carefully examine the drawings and specifications, visit the site, and fully inform themselves as to all conditions and limitations.

2. Should a respondent find discrepancies in, or omissions from the drawings or specifications, or should be in doubt as to their meaning, the respondent should at once notify the Purchasing Specialist, who will issue necessary instructions to all respondents in the form of an addendum.

I. 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."

J. Compliance with Laws

Respondents 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 proposals or the performance of the contract.

K. Qualification of Respondents

1. All respondents must be qualified in accordance with the instructions, procedures and methods set forth in this specification.

2. 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 respondent to meet requirements mentioned above may be cause for rejection of the proposal. In addition, if the project covered by this contract is a minority set-aside project, the DBC's qualifications as a minority firm will determine the eligibility of the respondent to submit a proposal.

L. Competency of Respondent

1. No proposal 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.

2. The respondent, 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.

6.0 M/W/D/EBE GOALS

The City has a goal of 25% of the contract amount for the participation and utilization of Minority-Owned, Women-Owned, Disadvantaged and Evanston-based businesses (M/W/D/EBEs) in completing a portion of the services required by the City. All respondents must submit a statement of the proposed involvement of M/W/D/EBEs in completing a portion of the required services. Provide a copy of the certification for M/W/D/EBEs that will assist in achieving the M/W/D/EBE goal with your submittal as well as the appropriate M/W/D/EBE forms or Request for Waiver. Any questions regarding M/W/D/EBE compliance should be submitted in writing to Tammi Nunez Purchasing Manager at tnunez@cityofevanston.org.

As the initial contract will be only for Phase 1 work, Respondents are asked to complete forms associated with this goal based on their overall intent for phases 1, 2, and 3.

7.0 LOCAL EMPLOYMENT PROGRAM REQUIREMENTS

In an effort to increase hiring of economically disadvantaged Evanston residents on certain City construction projects, the DBC 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, 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.**

As the initial contract will be only for Phase 1 work, Respondents are asked to complete forms associated with this program based on their overall intent for phases 1, 2, and 3.

8.0 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:

1. **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.
2. **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.
3. **Minimum Performance Threshold:** Named bidder must directly perform at least 25% of project services. Affiliates or subsidiaries do not count toward this percentage.
4. **Commercially Useful Function:** All contractors and subcontractors must actively manage and perform contract work. Excessive subcontracting or pass-through participation may result in disqualification.
5. **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.

9.0 BIDDER SUBMITTAL 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:

1. Davis-Bacon and Related Acts
2. Employee Certification Act
3. 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.

10.0 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.

11.0 EVALUATION CRITERIA

The City will select the successful firm through an evaluation process based on the firm meeting the specifications which are outlined in this RFP. A review committee will review in detail all proposals that are received. During the evaluation process, the City may require a Proposer's representative to answer questions with regard to the proposal and/or make a formal presentation to the review committee. The review committee will make a

recommendation to award the contract based on the criteria set forth below. This contract will be forwarded to the City Council for final approval.

The evaluation criteria listed below will be used in the selection of the successful Proposer.

A. Qualifications and Expertise
B. Project Approach
C. Price
D. Organization and Completeness of Proposal
E. Willingness to Execute the Project Agreements
F. M/W/D/EBE and LEP Participation

12.0 SELECTION PROCESS

The City will select a firm on the basis of the responsiveness of the proposal to the RFP submittal requirements, the evaluation criteria stated above and the demonstrated willingness to execute an acceptable written contract. The City reserves the right to reject any or all proposals, and to request written clarification of proposals and supporting materials from the Proposer.

While it is the intent of the City to award a single firm, the City reserves the right to award in part or in whole and to select multiple firms and/or individuals, depending on whichever decision is deemed to be most advantageous to the City.

Responses may be rejected if the firm fails to perform any of the following:

A. Adhere to one or more of the provisions established in this Request for Proposal.
B. Demonstrate competence, experience, and the ability to provide the services described in this Request for Proposal.
C. Submit a response on or before the deadline and complete all required forms.
D. To fulfill a request for an oral presentation.
E. To respond to a written request for additional information.

Discussions and/or interviews may be conducted with responsible firms that have submitted proposals in order to clarify certain elements. All proposals shall be afforded fair and equal treatment with respect to any opportunity for clarification. In conducting discussion, there shall be no disclosure of information derived from proposals submitted by competing firms. The selection shall be done by the City's review committee and will be recommended to the City Council for final approval.

If the City is unable to reach any sort of agreement with the selected firm, the City will discontinue negotiations with the selected firm and begin negotiations with the firm ranked second and so on until agreement is reached.

The firm to be recommended to the City Council will be the one whose proposal is determined to be the most advantageous to the City in consideration of price and all other evaluation factors which are set forth in this Request for Proposal No other factors or criteria not listed in this RFP shall be used in the evaluation.

13.0 PROPOSED SCHEDULE

The tentative schedule for this RFP and project process is as follows:

1.	RFP issued	October 2, 2025
2.	Non-mandatory Pre-Proposal Conference……..	October 9, 2025
3.	Last Day to submit questions.....	October 14, 2025
4.	Final Addendum Issued	October 20, 2025
5.	RFP Submission Due Date.....	November 4, 2025
6.	City Council Award of Contract.....	January 12, 2026
7.	Contract Effective	February 9, 2026
8.	Complete Phase 1 (Design).....	June 1, 2026
9.	Complete Phase 2 (Build).....	June 1, 2027
10.	Complete Phase 3 (Maintenance)	October 15, 2032

14.0 QUESTIONS REGARDING RFP

All questions related to this RFP should be submitted in writing to Tammi Nunez, Purchasing Manager at tnunez@cityofevanston.org with a copy to Stefanie Levine, Senior Project Manager at slevine@cityofevanston.org.

15.0 GENERAL TERMS AND CONDITIONS

A. Confidentiality

In connection with this Agreement, City may provide DBC with information to enable DBC to render the Services hereunder, or DBC may develop confidential information for City. DBC agrees (i) to treat, and to obligate DBC's employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which DBC may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City's written approval, and (iii) not to disclose to City any information obtained by DBC on a confidential basis from any third party unless DBC shall have first received written permission from such third party to disclose such information.

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 DBC's control, the DBC 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 DBC 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.

The Purchasing Specialist will endeavor to advise the firm of any request for the disclosure of the material so marked with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY", and give the firm or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If the requested material was submitted by a party other than the firm, then the firm shall be solely responsible for notifying the submitting party of the request. The City's sole responsibility is to notify

the firm of the request for disclosure, and the City shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of the City or its officers, or employees.

B. Withdrawal of Proposal

Proposals may be withdrawn prior to the submittal deadline. Withdrawal may be attained by written request; however, no offer can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Proposers who withdraw their proposals prior to the designated date and time may still submit another proposal if done in accordance with the proper time frame.

C. Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Proposer. This page shall then be attached to these documents and submitted at the same time as the proposal. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception shall be explained in its entirety. Any exceptions to these specifications may be cause for rejection of the proposal.

D. Hold Harmless

DBC 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 DBC or DBC'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.

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 DBC 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, DBC 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 DBC of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by DBC 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, DBC 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 DBC 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.

DBC 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-consultants' work. Acceptance of the work by the City will not relieve the DBC 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. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

E. Addenda

Any and all changes to these documents are valid only if they are included via written addendum to all respondents. Each respondent should acknowledge receipt of any addenda by indicating the same in their proposal submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the proposal therein. Failure to acknowledge any addenda may cause the proposal to be rejected. Addenda information is available over the internet at City of Evanston Notices & Documents or www.demandstar.com, or by contacting the Purchasing Office, 847-866-2935.

F. Term

The design build contract will begin upon execution of the contract and will terminate on June 1, 2027. The maintenance contract will begin after construction is complete and a contract is executed and will terminate on October 15, 2032. The City may terminate either contract for either cause or convenience. Proposer must fully complete the work within the period specified herein after award of the contract by the City.

G. Non-Appropriation of Funds

The City of Evanston reserves the right to terminate in whole or in part of the contract in the event that insufficient funds to complete the contract are appropriated by Evanston City Council.

H. Property of the City

All discoveries and documents produced as a result of any service or project undertaken on behalf of the City of Evanston shall become the property of the City.

I. Payment Terms

1. During design, the DBC shall submit monthly invoices detailing the services provided, project, professional staff, and hours. Please note that failure to

provide a detailed invoice could result in delay of payment and include termination of any agreement.

2. Progress payments during construction will be made in accordance with AIA Contract A141-2024, 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.
3. All payments will be made in accordance with *Illinois Local Government Prompt Payment Act.*

J. Disclosures and Potential Conflicts of Interest

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 proposals, the City of Evanston requires all Proposers including owners or employees to investigate whether a potential or actual conflict of interest exists between the Proposer and the City of Evanston, its officials, and/or employees. If the Proposer discovers a potential or actual conflict of interest, the Proposer must disclose the conflict of interest in its proposal, 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 Proposer from consideration. Information provided by Proposers in this regard will allow the City of Evanston to take appropriate measures to ensure the fairness of the proposal process.

The City requires all Proposers to submit a certification, enclosed with this RFP, that the Proposer has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

K. Protests

Any actual or prospective Proposer, who is aggrieved in connection with the solicitation or award of a contract, may protest to the Purchasing Office. The protest shall be submitted in writing within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

- The Proposer shall submit any protests or claims regarding this solicitation to the Purchasing Office.
- A pre-bid protest must be filed five (5) days before the bid opening or proposal submittal.
- A pre-award protest must be filed no later than ten (10) days after the bid opening date or proposal deadline.
- A post-award protest must be filed no later than ten (10) days after the award of the Contract.

All claims by a Proposer against the City relating to a contract shall be submitted in writing to the Purchasing Specialist. The City will only consider protests that are properly and timely submitted.

All protests or claims must set forth the name and address of the protester, the contract number, the grounds for the protest or claim, and the course of action that the protesting party desires the Purchasing Specialist to take. Statements shall be sworn and submitted under penalty of perjury.

L. Authority To Resolve Protests And Contract Claims

Protests: The Purchasing Specialist shall have the authority to consider and resolve a protest of an aggrieved Proposer, actual or prospective, concerning the solicitation or award of a contract. The City shall issue a written decision, and that decision is final.

Contract Claims: The Purchasing Specialist, after consulting with Corporation Counsel, shall have the authority to resolve contract claims, subject to the approval of the City Manager or City Council, as applicable, regarding any settlement that will result in a change order or contract modification.

Each Proposer, by submitting a response to this RFP, expressly recognizes the limitations on its rights to protest provided in this Section and expressly waives all other rights and remedies and agrees that the decision on the protest is final and conclusive. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this Section, it shall indemnify and hold the City and its officers, employees, agents, and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a response to this RFP, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

M. Litigation

For purposes of this Section, the following terms are defined as follows:

"issue" means any prior or pending litigation or investigation, either civil or criminal, or any governmental agency action or proceeding (the "issue"), which may affect the performance of the services to be rendered herein. For purposes of this Section, an "issue" shall also include any criminal, civil, or administrative penalty or finding imposed against any covered individual. An issue occurring within seven (7) years of the date preceding the date of the Proposer's response shall be disclosed by the Proposer.

"covered individual" means any principal, president, managing partner, or vice-president, affiliated in any way with the Firm, and the Firm's employees or sub-contractors.

All proposers shall identify and describe with particularity any issue. The City, and not the Proposer, has the sole discretion to determine whether an issue may affect the performance of the services. Failure of any Proposer to comply with this mandatory obligation shall, at the City's sole discretion, result in the Proposer's

response being deemed non-responsive and not responsible. Failure of any Proposer to comply with the obligation specified herein may result in the voiding any subsequent contract award to Proposer if the City discovers upon the exercise of its customary due diligence that Proposer failed to comply with the mandatory obligation in this Section. The City reserves all rights to take any other actions in the case of a Proposer's non-compliance with this Section.

N. Sub-contractors

If any firm submitting a proposal intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting firm(s) must be clearly disclosed in the proposal. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the City of Evanston.

O. Contact with City Personnel

All Proposers are prohibited from making any contact with the City Manager, City Council, or any other official or employee of the City with regard to the Project, other than in the manner and to the person(s) designated herein. The Purchasing Specialist reserves the right to disqualify any Proposer found to have contacted City Personnel in any manner with regard to the Project. Additionally, if it is determined that the contact with City Personnel was in violation of any provision of 720 ILCS 5/33EE, the matter may be referred to the Cook County State's Attorney for review and prosecution.

P. Costs Incurred

The City of Evanston assumes no responsibility or liability for costs incurred by the Proposer prior to the execution of a contract. This includes costs incurred by the Proposer as a result of preparing a response to this RFP.

Q. Notice to Proceed / Purchase Order / Contract

1. The City-issued Purchase Order serves as the City's official Notice to Proceed. No work will be allowed prior to DBC receipt of the City issued Purchase Order.

2. Upon approval of the required bonds and insurance documents, the City will issue a Purchase Order to the DBC for the contract amount. All Applications for Payment must reference the Purchase Order number.

3. 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.

4. 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.

5. Upon Award the DBC shall execute AIA Contract A141-2024.

R. Decisions to Withhold Certification for Payment

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 DBC negligence or contract non-compliance.

1. Defective work not remedied
2. Third party claims filed or reasonable evidence indicating probable filing of such claims
3. Failure of DBC to make payments properly to Sub-contractors for labor, materials or equipment
4. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum
5. Damage to the City or another contractor
6. 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
7. Persistent failure to carry out work in accordance with the Contract Documents.

S. Changes in Work

1. 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.
2. 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.
3. 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:
    a. by estimate and acceptance in lump sum
    b. by unit prices named in the contract's bid form or subsequently agreed upon
4. 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.

T. 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.

U. 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.

V. Liens

Neither the final payment nor any part of any retained percentages, shall become due until the DBC, 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 DBC 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.

W. Separate Contracts

1. The City reserves the right to let other contracts in connection with this work. The DBC 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 DBC's work depends on proper execution or results upon the work of any other contractor, the DBC shall inspect and promptly report to the City any defects in such work that render it unsuitable for such proper execution and results. DBC's failure to so inspect and report shall constitute an acceptance of other contractor's work as fit and proper.
2. To ensure the proper execution of his or her subsequent work, the DBC 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.

X. Protection & Safeguards

1. Unless otherwise specified, the DBC, 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.
2. The DBC 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 DBC 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.
3. The DBC 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.

Y. Material Storage

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

Z. Cleaning Up

1. The DBC 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 DBC.

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

AA. Restoration of Site

1. Prior to final payment, DBC 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.
2. 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.
3. All restoration work of property damaged by DBC shall be accomplished at the sole expense of the DBC.

BB. Prevailing Wage

1. DBC shall thoroughly familiarize themselves with the provisions of the above-mentioned Act and shall prepare any and all bids/bids in strict compliance therewith.
2. 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
   a. 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.
3. 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.
4. All certified payrolls shall be submitted in electronic format, preferably a PDF file.
5. As a condition of receiving payment, DBC 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/prevailing-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.

CC. DBC Requirements

1. The DBC 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 DBC in a prominent and accessible place at the project work site.
2. The DBC 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).
3. The DBC 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 DBC'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.
4. The DBC 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 DBC 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 DBC and approved by the project engineer.

DD. Sub-Contractors

A. The term "sub-contract" means any agreement, arrangement or understanding, written or otherwise between DBC 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 DBC's obligation under any one or more Contracts is performed, undertaken or assumed.

B. The DBC 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 DBC, 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 DBC 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.

EE. Payments to Sub-Contractors

1. Within seven days after the receipt of amounts paid by the City for work performed by a sub-contractor under this contract, the DBC shall either:
   a. 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,
   b. 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.
2. The DBC 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.
3. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.
4. The DBC 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.
5. The DBC'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.

FF. Bond – Performance, Material & Labor

1. The successful DBC shall, within ten (10) calendar days after acceptance of the construction 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 DBC's responsibility to notify the City and provide a new bond from an insurance company whose rating meets the City's requirements.
2. DBC shall submit with the construction bid a bid bond in the amount of 5% of the construction bid amount. 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.

3. 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.
4. In the event that the DBC fails to furnish a performance bond in said period of ten (10) calendar days after acceptance of the construction bid by the City, the City may withdraw its acceptance of the bid and retain the DBC's deposit as liquidated damages and not as a penalty.
5. If the DBC has more than one project for which there is a contract with the City of Evanston the DBC shall provide a separate Performance Bond for each project.

GG. DBC's Liability Insurance

1. THE DBC 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 DBC allow any sub-contractor to commence work until all similar insurance required of the sub-contractor has been so obtained.
2. The City of Evanston shall be named as an additional insured on the policy of the DBC for whatever the policy limits are for the DBC, but in no event shall the Comprehensive General Liability limits be less than $3,000,000.00.
3. If the DBC 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.
4. In the event of accidents, injuries, or unusual events, whether or not any injury occurred, the DBC shall promptly furnish the City with copies of all reports of such incidents.
5. The DBC shall furnish one (1) copy of a certificate, with the City named as an additional insured, showing the above stated minimum coverage with insurance company acceptable to the City.

HH. Pre-Construction Meeting

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

II. Liquidated Damages

1. The DBC shall, and agrees to pay, per calendar day, the amount listed in the Schedule of Deductions presented in Article 108.09 of the Standard Specifications (based upon the total Contract Price) as liquidated damages for failure to meet the completion deadline identified below:
   a. Substantial Completion Deadline: June 1, 2027
2. 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 DBC has satisfied the above statement.

JJ. Extension of Time

Delays due to causes beyond the control of the DBC other than such as reasonable would be expected to occur in connection with or during the performance of the work, may entitle the DBC 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 DBC 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.

KK. Default

1. The City may, subject to the provisions of this section, by written notice of default to DBC, terminate the whole or any part of this contract in any one of the following circumstances:
    a. if the DBC fails to perform the services within the time specified herein, or any extension thereof; or
    b. if the DBC 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
2. 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 DBC will be liable to the City for any excess costs for such similar services.
3. The DBC 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 DBC.
4. DBCs who default may not be considered for awards of future City contracts.

LL. Use of Premises

The DBC 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.

MM. Disclosures and Potential Conflicts of interest (30 ILCS 500/50-35)

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 Respondents including owners or employees to investigate whether a potential or actual conflict of interest exists between the Respondent and the City of Evanston, its officials, and/or employees. If the Respondent discovers a potential or actual conflict of interest, the Respondent 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 Respondent from consideration. Information provided by Respondents 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 Respondents 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 response, all Respondents 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 Respondent and/or refer the matter to the appropriate authorities for investigation and prosecution.

Exhibit A

PROPOSAL PRICING FORM
PHASE 1 – DESIGN

Task	Consultant / Subconsultant	Cost
Task 1 – Evaluation		
		$
		$
		$
		$
		$
Task 2 – Design and Documentation		
		$
		$
		$
		$
		$
Task 3 – Permitting		
		$
		$
		$
		$
		$
Reimbursable Expenses		$
Grand Total		$

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 C

LOCAL EMPLOYMENT PROGRAM COMPLIANCE

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

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

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

_____ My total bid, including all alternates, is under $250,000, and the LEP does not apply.

_____ My total bid, including all alternates, is equal to or greater than $250,000, and I already employ, and will continue to employ for the duration of the contract for which I am submitting this bid, Evanston residents (residing in zip codes 60201 or 60202) for at least 15% of all hours worked at the construction site by construction trade workers.

_____ My total bid, including all alternates, is equal to or greater than $250,000, and I will employ, for the duration of the contract for which I am submitting this bid, through use of the City of Evanston database or otherwise, Evanston residents (residing in zip codes 60201 or 60202) for at least 15% of all hours worked at the construction site by construction trade workers.

_____ My total bid, including all alternates, is equal to or greater than $250,000, and I have been unable to comply with the LEP requirements but am willing to work with the City to achieve compliance.

_____ My total bid, including all alternates, is equal to or greater than $250,000, and after having made sincere attempt to comply as noted below, I seek a waiver on a portion or all of the LEP requirements on this contract. Complete next section "Reasons for Waiver Request" below.

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

WAIVER WILL BE GRANTED ONLY AFTER SINCERE ATTEMPT TO COMPLY*

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

1. I have made sincere attempt as otherwise indicated below but have nonetheless been unable to comply.

a. I do or will employ Evanston residents for the project, but such employment amounts to ____**%** of total labor cost.

2. The nature of the job is so technical that after having made sincere attempt as otherwise indicated below, I have been unable to locate any Evanston residents qualified to perform any aspects of the work. Please describe applicable job requirements/qualifications. Attach separate sheet if necessary:

_____

_____

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

3. I have utilized the local resident database and otherwise worked with the City in attempt to hire Evanston residents in compliance with LEP on this project, and have nonetheless been unable to comply;

4. I have placed one or more ads in a local newspaper seeking to hire Evanston residents in compliance with LEP on this project, and have nonetheless been unable to comply; and

5. If I am utilizing union labor, I have contacted Chicagoland labor unions to request Evanston residents for employment in compliance with LEP on this project and have nonetheless been unable to comply.

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

SIGNED:

_____ _____ _____

Signature Printed Name and Title Date

On behalf of Company: _____

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 E

M/W/D/EBE UTILIZATION SUMMARY REPORT

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

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

EXHIBIT 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 partcipation 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:_____ Date: _____
(Signature)

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 H

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY (Only if Contract Exceeds $10,000)

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed sub-contractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or sub-contract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF BIDDER

Name and Address of Bidder (Include ZIP Code)

IRS EMPLOYER I.D. NUMBER 36-_____

---

1. Bidder has participated in a previous contract or sub-contract subject to the Equal Opportunity Clause. ____Yes ___No

2. Bidder has filed all compliance reports due under applicable instructions.
   ___Yes ___No

3. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
   ___Yes ___No

Name:_____

Title: _____

Signature: _____

Date: _____

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 the 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 the corporation has fewer than 33 shareholders.) Names and addresses of all shareholders and the 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 Sections 1, 2, or 3 are being held by an agent or nominee, and give the name and address of the 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 the name and address of the 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 Seal)

Notary Public

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 current City of Evanston Resolution, with rates to be paid in effect at time work is performed. Contractors shall submit monthly certified payroll records to the city.

Name of Contractor: _____

By: _____

By: State of _____, County of _____

Subscribed and sworn to before me this _____ day

of_____, _____.

Notary Public

EXHIBIT L
MAJOR SUB-CONTRACTORS LISTING

The following Tabulation of Major Sub-contractors shall be attached and made a condition of the Bid. The Bidder expressly understands and agrees to the following provisions:

A. If awarded a Contract as a result of this Bid, the major sub-contractors used in the prosecution of the work will be those listed below.

B. The following list includes all sub-contractors who will perform work representing 5% (five percent) or more of the total Base Bid.

C. The sub-contractors listed below are financially responsible and are qualified to perform the work required.

D. The sub-contractors listed below comply with the requirements of the Contract Documents.

E. Any substitutions in the sub-contractors listed below shall be requested in writing by the Contractor and must be approved in writing by the Owner. All pertinent financial, performance, insurance, and other applicable information shall be submitted with the request for substitutions(s). Owner shall respond to such requests within 14 calendar days following the submission of all necessary information to the full satisfaction of the Owner.

Category	**Name of Sub-contractor**	**Address and Telephone**

(Attach additional sheets as required)

END OF SECTION

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 Seal)
Notary Public

Commission Expires: _____

Exhibit N

ACKNOWLEDGEMENT OF UNDERSTANDING

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 of bid rigging or bid rotating or any similar offense (720 ILCS S/33E-3, 33E-4).

Authorized Signature:	_____	**Company Name:**	_____
Typed/Printed Name:	_____	**Date:**	_____
Title:	_____	**Telephone Number:**	_____
Email:	_____	**Fax Number:**	_____

Exhibit O

ANTI-COLLUSION AFFIDAVIT AND PROPOSER'S CERTIFICATION

_____, being first duly sworn,
deposes and says that he is _____
(Partner, Officer, Owner, Etc.)
of _____
(Proposer)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.
The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

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

The above statements must be subscribed to and sworn to before a notary public.

Subscribed and Sworn to this _____ day of _____, 20

_____
Notary Public

Commission Expires: _____

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

Exhibit P

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 of bid rigging, 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 Q

AIA Agreement Acknowledgement Page

The City intends to utilize AIA A141-2024 for this contract with modifications as noted in Attachment 3.

Identify all exceptions to this agreement that would prevent your firm from executing it. **The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the DBC's response.** *Please check one of the following statements:*

____I have read the attached AIA Agreement A141-2024 and plan on executing the agreement without any exceptions.

_____My firm cannot execute the attached AIA Agreement A141-2024 unless the exceptions noted below or in the attached agreement are made.

*****Please be aware that submitting exceptions to the contract may impact the likelihood of your firm being selected to perform this work.**

List exceptions in the area below:

_____

_____

_____

_____

_____

_____

_____

_____

_____

Authorized Signature: _____ **Company Name:** _____

Typed/Printed Name and Title: _____ **Date:** _____

Exhibit R

Maintenance Agreement Acknowledgement Page

The City has attached its proposed maintenance agreement as an exhibit to this document. Identify all exceptions to the agreement that would prevent your firm from executing it**. The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the DBC's response.** *Please check one of the following statements:*

____I have read the maintenance agreement and plan on executing the agreement without any exceptions.

_____My firm cannot execute the maintenance agreement unless the exceptions noted below or in the attached agreement are made.

*****Please be aware that submitting exceptions to the contract may impact the likelihood of your firm being selected to perform this work.**

List exceptions in the area below:

_____

_____

_____

_____

_____

_____

_____

_____

_____

Authorized Signature: _____ **Company Name:** _____

Typed/Printed Name and Title: _____ **Date:** _____

ADDITIONAL DOCUMENTS

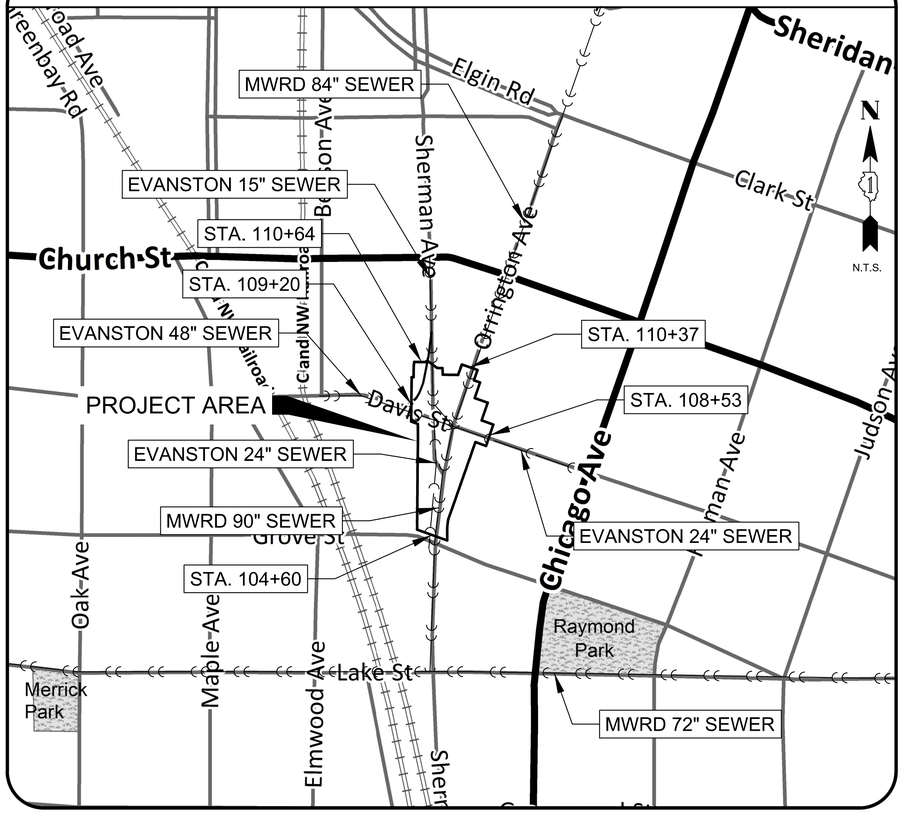
CITY OF EVANSTON
FOUNTAIN SQUARE RENOVATIONS
JANUARY 19, 2017
BID #17-05

CONSTRUCTION SET
03.28.2017

INDEX

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LOCATION / VICINITY MAP



IDOT STANDARDS

000001-06	STANDARD SYMBOLS, ABB. AND PATTERNS
001006	DECIMAL OF AN INCH AND FOOT
280001-07	TEMPORARY EROSION CONTROL SYSTEMS
420001-08	PAVEMENT JOINTS
424001-09	PERPENDICULAR CURB RAMPS FOR SIDEWALKS
424006-02	DIAGONAL CURB RAMPS FOR SIDEWALKS
442201-03	CLASS C AND D PATCHES
602001-02	CATCH BASIN, TYPE A
602301-04	INLET, TYPE A
602401-03	MANHOLE, TYPE A
604001-04	FRAME AND LIDS, TYPE 1
604036-03	GRATES TYPE 8
604051-04	FRAME AND GRATE, TYPE 11
606001-06	CONCRETE CURB TYPE B AND COMB. CURB AND GUTTER
701701-10	URBAN LANE CLOSURE, MULTILANE INTERSECTION
701801-06	SIDEWALK CLOSURE OR CROSSWALK CLOSURE
701901-06	TRAFFIC CONTROL DEVICES
704001-07	TEMPORARY CONCRETE BARRIER
780001-05	TYPICAL PAVEMENT MARKINGS
814001-03	HANDHOLES
814006-02	DOUBLE HANDHOLES
857001-01	STANDARD PHASE DESIGNATION DIAGRAMS AND PHASE SEQUENCES
862001-01	UNINTERRUPTABLE POWER SUPPLY
873001-02	TRAFFIC SIGNAL GROUNDING & BONDING
877001-06	STEEL MAST ARM ASSEMBLY AND POLE, 16 FT THROUGH 55 FT
878001-10	CONCRETE FOUNDATION DETAILS
880006-01	TRAFFIC SIGNAL MOUNTING DETAILS

BENCHMARK

SEE ALIGNMENT, TIES, AND BENCHMARKS SHEET

LOCATION

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

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

MARTIN MICHALOWICZ
062-059502
REGISTERED PROFESSIONAL ENGINEER
OF ILLINOIS

_____ ENGINEER _____ DATE

MARTIN MICHALOWICZ
ILLINOIS REGISTRATION No. 062-059502
EXPIRATION DATE: 11/2017

CLIENT : City of Evanston

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

PROFESSIONAL DESIGN FIRM NO. 184-001175
EXPIRATION DATE: 04/30/17

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

teska
627 Grove Street, Evanston, Illinois 60201
Tel 847.869.2015 Fax 847.869.2059

client / owner
City of Evanston

project name
FOUNTAIN SQUARE RENOVATIONS

project address
FOUNTAIN SQUARE PLAZA
700 Davis Street
Evanston, Illinois 60201

seal / signature

owner
City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201
p 847.448.4311

Engineer
Christopher B. Burke
9575 West Higgins Road Suite 600
Rosemont, Illinois 60018
p 847.823.0500

landscape architect of record
TESKA ASSOCIATES, INC.
627 Grove Street
Evanston, IL, 60201
p 847.869.2015 f 847.869.2059

Fountain Consultant
The Waterworx Co.
2300 Yonge Street, Suite 1600
Toronto, Ontario, Canada M4P 1C4
p 416.252.7001

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CONSTRUCTION SET
03.28.2017

issue / revision	date	description
A	03.28.2017	CONSTRUCTION SET

pm	la	cad
MM	JM	PM

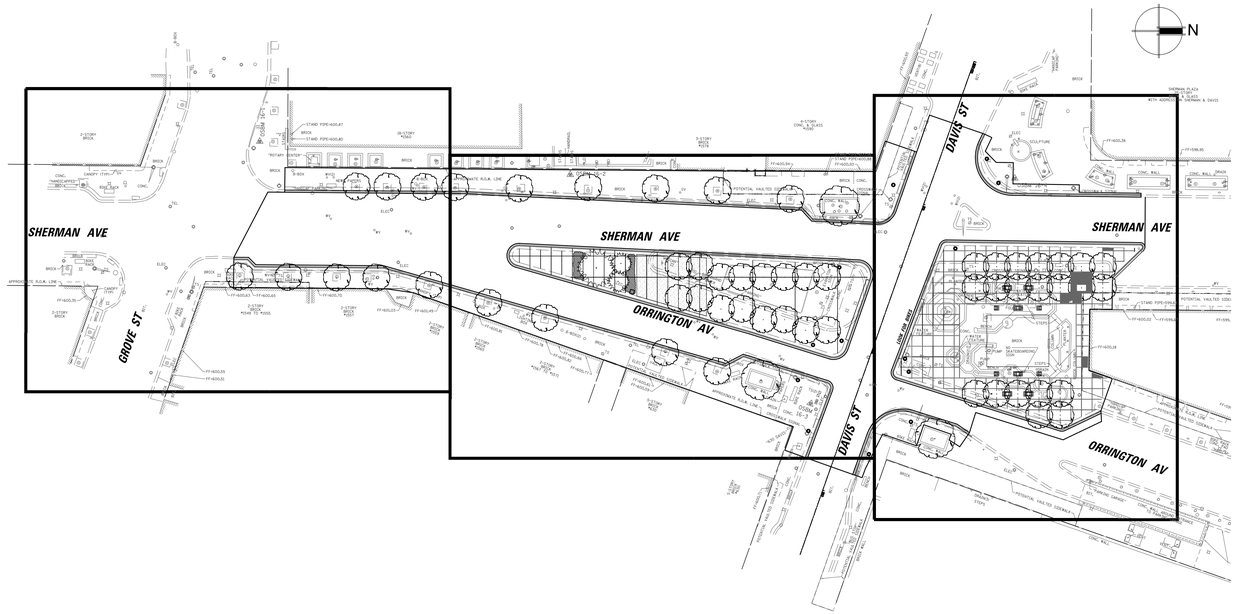
issue date
1.19.2017

sheet name
Cover

sheet number
G-01

3/27/2017
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Key Plan



Utility Contacts

AT&T
(T-TCG) (Transmission LNS Local)
4513 Western Ave.
Lisle, IL 60532
Contact: Bobby Akhter

AT&T (Distribution)
1000 Commerce Drive, Floor 1
Oak Brook, IL 60532
Contact: Janet Ahern
Reference: #EV3002

Comcast
688 Industrial Drive
Elmhurst, IL 60126
Contact: Martha Gieras

ComEd
1500 Franklin Blvd.
Libertyville, IL 60048
Contact: Terri Bleck

ComEd
5190 Church Street
Skokie, IL 60077
Contact: Carlo Cavallaro

MWRD
100 E. Erie Street
Chicago, IL 60611
Contact: Haniff Munshi

Nicor Gas
1844 Ferry Road
Naperville, IL 60563
Contact: Bruce Koppang

Northwestern University
Facilities Management
2020 Ridge Avenue
Evanston, IL 60208
Contact: Jeffrey Elbe

Sunesys
1414 Brook Drive
Downers Grove, IL 60515
Contact: James Shirley

Items To Be Salvaged

Bike Racks
Planters
Newspaper Boxes
Memorial Plaques
Signal Equipment
Lighting Equipment
Mechanical Equipment
Fountain Equipment
Street Signs

ALL OF THE ABOVE ITEMS DEEMED TO BE SALVAGED BY THE CITY OF EVANSTON SHALL BE REMOVED AND STORED BY THE CONTRACTOR UNTIL SUCH TIME THAT THE CITY IS PREPARED TO TAKE DELIVERY. ANY ITEMS WHICH THE CITY DOES NOT WISH TO RETAIN SHALL BE DISPOSED OF BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CONTRACT.

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

teska
627 Grove Street, Evanston, Illinois 60201
Tel 847.869.2015 Fax 847.869.2059

client / owner
City of Evanston

project name
FOUNTAIN SQUARE RENOVATIONS

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FOUNTAIN SQUARE PLAZA
700 Davis Street
Evanston, Illinois 60201

seal / signature

owner
City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201
p 847.448.4311

Engineer
Christopher B. Burke
9575 West Higgins Road Suite 600
Rosemont, Illinois 60018
p 847.823.0500

landscape architect of record
TESKA ASSOCIATES, INC.
627 Grove Street
Evanston, IL, 60201
p 847.869.2015 f 847.869.2059

Fountain Consultant
The Waterworx Co.
2300 Yonge Street, Suite 1600
Toronto, Ontario, Canada M4P 1C4
p 416.252.7001

CONSTRUCTION SET
03.28.2017

issue / revision	date	description

keyplan

pm	la	cad
MM	JM	PM

issue date
1.19.2017

sheet name
Key Plan

sheet number
G-02

3/27/2017
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GENERAL NOTES

1. MAILBOXES SHALL BE RELOCATED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER AS COORDINATED WITH THE LOCAL POSTAL AUTHORITY, UNLESS INCLUDED AS A CONTRACT PAY ITEM, THIS WORK SHALL BE CONSIDERED TO BE INCLUDED IN THE CONTRACT UNIT PRICE FOR EARTH EXCAVATION.

2. PRIOR TO THE START OF THE CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES WITH UTILITY COMPANIES. THE LOCATION OF PUBLIC OR PRIVATE UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND THE CITY DOES NOT GUARANTEE THEIR ACCURACY. THE CONTRACTOR WILL BE REQUIRED TO ASCERTAIN THE EXACT LOCATION OF SUCH UTILITIES AND WITH THE SPECIAL PROVISIONS AND ARTICLE 107.30 OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE OWNERS OF ALL EXISTING UTILITIES SO THAT THEIR FACILITIES MAY BE LOCATED AND ADJUSTED OR MOVED.

3. BEFORE STARTING ANY EXCAVATION, THE CONTRACTOR SHALL CALL "JULIE" AT 1-800-892-0123 FOR FIELD LOCATIONS OF BURIED ELECTRIC, TELEPHONE. GAS, WATER, SEWER, AND CABLE TELEVISION FACILITIES. (48 HOURS NOTICE REQUIRED)

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ABOVE AND BELOW GROUND UTILITIES EVEN THOUGH THEY MAY NOT BE SHOWN ON THE PLANS. ANY UTILITY THAT ARE DAMAGED DURING THE CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE ENGINEER OF THE CITY. THIS WORK SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

5. UNLESS AUTHORIZED BY THE ENGINEER, ALL EXISTING ACCESS POINTS SHALL BE MAINTAINED AT ALL TIMES BY CONTRACTOR.

6. DURING THE CONSTRUCTION, THE CONTRACTOR WILL BE REQUIRED, AT HIS EXPENSE, TO HAVE AVAILABLE A WATER TRUCK OR SIMILAR EQUIPMENT TO CONTROL DUST. IF NECESSARY, THE CONTRACTOR SHALL BE REQUIRED TO CONTROL DUST DURING NON-WORKING HOURS

7. ALL EXCESS MATERIAL (BROKEN CONCRETE, CULVERT PIPE, WASTE ROADWAY EXCAVATION, SURPLUS MATERIAL FROM SEWER TRENCHES, ETC.) SHALL BE LEGALLY DISPOSED OF OUTSIDE THE LIMITS OF THE RIGHT-OF-WAY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO SELECT DUMP SITES AND OBTAIN PERMISSION AND ALL NECESSARY PERMITS TO USE SUCH DUMP SITES. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR EARTH EXCAVATION.

8. BUTT JOINTS WILL BE INSTALLED AT THE ENDS OF ALL RESURFACING (WHERE RESURFACING MEETS EXISTING PAVEMENT OR PROPOSED FULL-DEPTH RECONSTRUCTION) ACCORDING TO THE "BUTT JOINT AND HOT-MIX ASPHALT TAPER DETAILS" SHEET INCLUDED IN THE PLANS, UNLESS OTHERWISE SPECIFIED.

9. THE CONTRACTOR SHALL GIVE NOTICES AND COMPLY WITH APPLICABLE LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ALL PUBLIC AUTHORITIES BEARING ON SAFETY OF PERSONS OR PROPERTY OR THEIR PROTECTION FROM DAMAGE, INJURY OR LOSS.

10. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES WITH ANY OTHER ROADWAY PROJECTS WITHIN THE AREA THAT ARE UNDER CONSTRUCTION AT THE SAME TIME.

EROSION CONTROL GENERAL NOTES:

1. ALL SEDIMENT AND EROSION CONTROL MEASURES WILL BE INSTALLED PER IDOT STANDARD 280001 OR AS SPECIFIED HEREIN AND PAID FOR IN ACCORDANCE WITH SECTION 280 OF THE STANDARD SPECIFICATIONS ALL CONSTRUCTION ACTIVITIES WILL BE IN ACCORDANCE WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM STORM WATER PERMITS ILR10 AND ILR40.

2. THE CONTRACTOR SHALL SUBMIT A DETAILED EROSION CONTROL SCHEDULE FOR APPROVAL.

3. SEDIMENT AND EROSION CONTROL DEVICES SHALL BE FUNCTIONAL BEFORE THE PROJECT SITE IS OTHERWISE DISTURBED.

4. ALL DISTURBED AREAS SHALL BE SEEDED OR SODDED AS SOON AS PRACTICAL AFTER CONSTRUCTION ACTIVITIES IN THAT AREA HAVE CONCLUDED, ALL ERODIBLE/ BARE AREAS SHALL BE SEEDED EVERY 7 DAYS WITH TEMPORARY EROSION CONTROL SEEDING IF A TOPSOIL STOCKPILE IS TO REMAIN IN PLACE FOR MORE THAN THREE DAYS, EROSION CONTROL MEASURES WILL BE PROVIDED.

5. STOCKPILES AND MATERIAL STORAGE ARE PROHIBITED IN SPECIAL MANAGEMENT AREAS INCLUDING WETLANDS, WETLAND BUFFERS, AND FLOOD PLAINS. LOCATION OF STOCKPILE MUST BE APPROVED BY THE ENGINEER AND HAVE PROPER EROSION CONTROL MEASURES.

6. WATER PUMPED OR OTHERWISE DISCHARGED FROM THE SITE DURING CONSTRUCTION DEWATERING SHALL BE FILTERED TO THE SATISFACTION OF THE ENGINEER.

7. WHEN TEMPORARY DRAINAGE IS ESTABLISHED, EROSION CONTROL MEASURES MAY BE REQUIRED BY THE ENGINEER.

8. ACCESS DRIVES, PARKING AREAS OF SUFFICIENT WIDTH AND LENGTH, AND VEHICLE WASH DOWN FACILITIES IF NECESSARY, SHALL BE PROVIDED TO PREVENT SOIL FROM BEING TRACKED ONTO PUBLIC OR PRIVATE ROADWAYS. ANY SOIL REACHING A PUBLIC OR PRIVATE ROADWAY SHALL BE REMOVED BEFORE THE END OF EACH WORKDAY AND AS NEEDED OR AS DIRECTED BY THE ENGINEER.

9. CLEANING OF VEHICLES AND EQUIPMENT, INCLUDING CONCRETE MIXERS, SHALL BE PERFORMED IN A MANNER TO REDUCE THE AMOUNTS OF POLLUTANTS TRIBUTARY TO STORM SEWERS AND OPEN WATERS TO THE MAXIMUM EXTENT PRACTICAL.

10. ALL NECESSARY MEASURES SHALL BE TAKEN TO CONTAIN ANY FUEL OR POLLUTION RUNOFF. LEAKING EQUIPMENT OR SUPPLIES SHALL BE IMMEDIATELY REPAIRED OR REMOVED FROM THE SITE.

11. SEDIMENT COLLECTED DURING CONSTRUCTION BY THE VARIOUS TEMPORARY EROSION CONTROL SYSTEMS SHALL BE DISPOSED OF ON A REGULAR BASIS. SEDIMENT SHALL BE REMOVED FROM EROSION CONTROL SYSTEMS WHEN THE HEIGHT OF SEDIMENT EXCEEDS ONE-HALF OF THE HEIGHT OF FILTER DEVICE.

12. ALL EROSION CONTROL MEASURES SHALL BE KEPT OPERATIONAL AND MAINTAINED CONTINUOUSLY THROUGHOUT THE PERIOD OF LAND DISTURBANCE UNTIL PERMANENT SEDIMENT AND EROSION CONTROL MEASURES ARE OPERATIONAL.

13. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL STABILIZATION IS ACHIEVED.

14. THE ENGINEER SHALL INSPECT EROSION CONTROL MEASURES PERIODICALLY AND WITHIN 24 HOURS OF ANY STORM EXCEEDING ½ INCH PRECIPITATION. DAMAGED AND INEFFECTIVE EROSION CONTROL MEASURES SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR WITHIN 24 HOURS. EROSION CONTROL SYSTEMS REPLACED DUE TO SEDIMENT LOADING WILL BE PAID FOR AT THE CONTRACT UNIT PRICE FOR THE APPLICABLE EROSION CONTROL ITEM.

15. THE COST OF REMOVING SEDIMENT OR REPAIRING EROSION CONTROL SYSTEMS SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR THE APPLICABLE EROSION CONTROL ITEM.

ROADWAY EXCAVATION NOTES:

1. ALL EXISTING CULVERTS, STORM SEWERS, OR DRAINAGE STRUCTURES MARKED FOR REMOVAL ON THE PLANS OR DESIGNATED IN THE FIELD BY THE ENGINEER TO BE REMOVED AND ANY EXCAVATION SHALL BE BACKFILLED WITH A GRANULAR MATERIAL MEETING SECTION 208 OF THE STANDARD SPECIFICATIONS. THE COST OF ALL LABOR AND MATERIALS REQUIRED TO COMPLETE THIS WORK SHALL BE INCLUDED IN THE CONTRACT UNIT PRICES FOR STORM SEWER OR PIPE CULVERT UNLESS PAID FOR AS A SPECIFIC ITEM.

2. ALL EXISTING GRANULAR AND HOT-MIX ASPHALT PAVEMENT TO BE REMOVED AND NOT PAID AS A SPECIFIC ITEM SHALL BE CONSIDERED EARTH EXCAVATION AND WILL BE PAID FOR AT THE CONTRACT UNIT PRICE FOR EARTH EXCAVATION. THE CONTRACTOR WILL HAVE THE OPTION OF REMOVING THE EXISTING HOT-MIX ASPHALT PAVEMENT BY GRINDING OR EXCAVATION. IF THE HOT-MIX ASPHALT PAVEMENT IS REMOVED BY EXCAVATION, IT MAY NOT BE USED IN EMBANKMENT AREAS UNLESS SPECIFICALLY AUTHORIZED BY THE ENGINEER. HOT- MIX ASPHALT PAVEMENT REMOVED BY GRINDING MAY BE USED AS EMBANKMENT MATERIAL. NO HOT-MIX ASPHALT PAVEMENT SHALL BE REMOVED IN AREAS TO BE USED FOR TEMPORARY ROADWAY.

3. THE CONTRACTOR SHALL NOT CROSS COMPLETED BASE COURSE OR EXISTING PAVEMENT, NOT SCHEDULED TO BE REMOVED, WITH TRACK EQUIPMENT OR LOADED SCRAPERS.

4. ALL EMBANKMENTS AND SUB-GRADE SHALL BE COMPACTED TO THE SATISFACTION OF THE ENGINEER PRIOR TO PLACING AGGREGATE SUBGRADE OR SUB-BASE GRANULAR MATERIAL

HMA SURFACE AND HMA BASE COURSE NOTES:

1. HOT-MIX ASPHALT SURFACE COURSE SHALL NOT BE PLACED UNTIL ALL EARTH EXCAVATION, TOPSOIL PLACEMENT, BASE COURSE, AND HOT-MIX ASPHALT BINDER COURSE HAVE BEEN COMPLETED TO THE SATISFACTION OF THE ENGINEER.

2. THE MAXIMUM COMPACTED THICKNESS OF ANY LIFT OF HOT-MIX ASPHALT BINDER OR SURFACE COURSE SHALL BE 2.5 INCHES.

3. HOT-MIX ASPHALT BASE COURSE SHALL NOT BE PLACED ADJACENT TO CURB AND GUTTER UNTIL THE CURB AND GUTTER HAS BEEN BACK FILLED TO THE SATISFACTION OF THE ENGINEER.

4. THE CONTRACT UNIT PRICES FOR ITEMS USED TO CONSTRUCT THE TEMPORARY PAVEMENT OR ACCESS ROADS SHALL INCLUDE ALL EQUIPMENT, LABOR AND MATERIAL REQUIRED TO PLACE, REMOVE, AND DISPOSE OF THE TEMPORARY PAVEMENT OR ACCESS ROAD.

STORM SEWERS, STRUCTURES, AND UTILITIES NOTES:

1. THE CONTRACTOR SHALL MAINTAIN CONVEYANCE OF ALL FLOWS DURING CONSTRUCTION OF THIS PROJECT. WHEN EXISTING DRAINAGE FACILITIES ARE DISTURBED, THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY OUTLETS AND CONNECTIONS FOR ALL PRIVATE AND PUBLIC DRAINS, SEWERS CULVERTS AND OTHER DRAINAGE FACILITIES. THE CONTRACTOR SHALL PROVIDE FACILITIES TO TAKE IN ALL STORM WATER WHICH WILL BE RECEIVED BY THESE DRAINS AND SEWERS, AND DISCHARGED THE SAME. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN A PUMPING PLANT, IF NECESSARY, AND A TEMPORARY OUTLET AND BE PREPARED AT ALL TIMES TO DISPOSE OF WATER RECEIVED FROM THESE TEMPORARY CONNECTIONS UNTIL SUCH TIME THAT THE PERMANENT DRAINAGE FACILITIES ARE IN SERVICE. THIS WORK WILL NOT BE PAID FOR SEPARATELY BUT INCLUDED IN THE COST OF THE CONTRACT.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE OFFSET NECESSARY FOR THE STRUCTURES TO SET THE FRAME AND GRATES IN THE PROPER LOCATION. ALL OTHER STRUCTURES ARE DIMENSIONED TO THE CENTER OF THE STRUCTURE ELEVATION INDICATES RIM GRADES.

3. PRIOR TO THE START OF THE CONSTRUCTION OPERATIONS, THE CONTRACTORS SHALL COORDINATE CONSTRUCTION ACTIVITIES WITH UTILITY COMPANIES. THE LOCATION OF PUBLIC OR PRIVATE UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND THE CITY DOES NOT GUARANTEE THEIR ACCURACY. THE CONTRACTOR WILL BE REQUIRED TO ASCERTAIN THE EXACT LOCATION OF SUCH UTILITIES SO THAT THEIR FACILITIES MAYBE LOCATED AND ADJUSTED OR MOVED.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ABOVE AND BELOW GROUND UTILITIES EVEN THOUGH THEY MAY NOT BE SHOWN ON THE PLANS. ANY UTILITY THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE ENGINEER OF THE CITY. THIS WORK SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

5. ADJUSTMENT OF STRUCTURES MAINTAINED BY OTHER AGENCIES SHALL BE MADE TO THE SATISFACTION OF THE ENGINEER AND THE AGENCY MAINTAINING THE STRUCTURE INVOLVED.

6. THE COST OF MAKING STORM SEWER CONNECTIONS TO EXISTING OR PROPOSED SEWER SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR THE STORM SEWER BEING CONNECTED.

7. ALL MANHOLES AND INLETS SHALL HAVE POURED INVERTS. THE COST OF INVERTS SHALL BE INCLUDED IN THE COST OF THE STRUCTURE.

8. TRENCHES CROSSING TRAFFIC LANES SHALL BE TEMPORARILY PATCHED WITH FOUR (4) INCHES OF HOT-MIX ASPHALT BASE COURSE; THE COST OF THE HOT-MIX ASPHALT BASE COURSE WILL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR THE SEWER, CULVERT, WATER MAIN OR OTHER ITEM PLACED IN TRENCH. THIS PRICE SHALL INCLUDE THE COST OF MAINTAINING THE PATCH TO THE SATISFACTION OF THE ENGINEER.

WATER MAIN NOTES:

1. WATER MAIN SHALL BE INSTALLED AT A MINIMUM DEPTH OF 5.5' BELOW FINISHED GRADE AND NO DEEPER THAN 8' FROM FINISHED GRADE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF EVANSTON WATER MAIN SHALL BE A MIN OF 18' ABOVE SANITARY AND STORM SEWERS AND A MIN. OF 10' OF HORIZONTAL CLEARANCE FROM FACE OF WATER MAIN TO FACE OF SANITARY AND STORM SEWERS.

2. SERVICE LINES SHALL HAVE A MINIMUM OF 5.5' COVER AND A MAXIMUM OF 8' COVER. SERVICE LINES SHALL BE A MINIMUM OF 18" ABOVE SANITARY OR STORM SEWERS. COUPLINGS SHALL NOT BE INSTALLED UNDER PAVEMENT. WHEN INSTALLING A BACK LOOP OVER OR UNDER WATER MAIN, THE LOOP SHALL HAVE A MAXIMUM OF A 4' RADIUS.

3. CHANGES IN DIRECTION OF WATER MAIN SHALL BE INSTALLED WITH APPROVED RETAINER FITTINGS AND THRUST BLOCKING.

4. WATER MAIN SHALL NOT BE SLEEVED OR ENCASED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF EVANSTON.

5. TESTING OF NEW WATER MAIN PRIOR TO FINAL ACCEPTANCE BY THE CITY SHALL BE IN ACCORDANCE WITH SECTION 41-2.14 OF THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS AND THE SPECIAL PROVISIONS WITHIN THE CONTRACT DOCUMENTS. PRESSURE TESTING SHALL INCLUDE HYDRANTS BY PRESSURE TESTING AGAINST THE INTERNAL VALVE OF HYDRANT.

6. FOR WATER MAIN SHUT OFFS, THE CONTRACTOR SHALL NOT OPERATE ANY WATER VALVES THE CONTRACTOR SHALL GIVE THE CITY A MINIMUM OF 48 HOURS NOTICE THE CITY SHALL PROVIDE NOTIFICATION FORMS AND DETERMINE THE LIMIT OF THE AFFECTED AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISTRIBUTION OF THE NOTIFICATION FORMS TO ALL AFFECTED RESIDENTS. BUSINESS OWNERS AT LEAST 24 HOURS IN ADVANCE OF THE SHUT OFF.

7. NON-PREFORMED MASTIC SHALL BE USED BETWEEN ALL VALVE VAULT SECTIONS INCLUDING FROM THE TOP OF CONE OR FLAT TOP SECTIONS TO BOTTOM OF FRAME, AND ALL ADJUSTING RINGS. VALVES SHALL BE ALIGNED TO THE CENTER OF THE VAULT FRAME SECTION.

8. TRENCH BACKFILL QUANTITY FOR WATER MAIN HAS BEEN COMPUTED BASED ON STANDARD DRAWINGS NUMBER ONE AND TWO OF THE STANDARD SPECIFICATIONS FOR WATER SEWER MAIN CONSTRUCTION IN ILLINOIS AND SHALL BE PAID FOR ON THE FOLLOWING BASIS:
6 AND 8 INCH DIAMETER: 0.47/C.Y/L.F.
12 INCH DIAMETER: 0.52/C.Y./L.F
WATER SERVICE LINE: .19 C./L.F.

9. THE TRENCH DEPTH IS THE DEPTH FROM THE SUBGRADE TO THE TOP OF SERVICE AND ANY REQUIRED BEDDING. ANY TRENCH BACKFILL REQUIRED IN EXCESS OF THE QUANTITY ESTABLISHED ABOVE, INCLUDING BEDDING MATERIAL, SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.

10. ALL HYDRANTS ARE TO BE SUPPLIED WITH FACTORY INSTALLED 6" FLANGED AND MECHANICAL JOINT RESILIENT WEDGE AUXILIARY VALVE CONFORMING TO AWWA C500-80. VALVE SHALL WATEROUS M.J. ALL BOLTS TO BE SERIES 300 STAINLESS STEEL ON HYDRANT AND VALVE. HYDRANTS SHALL BE INSTALLED WITH A BURY MARK AT GRADE LEVEL AND NO LOWER THAN 18" FROM THE CENTER OF STEAMER PORT TO FINAL GRADE HYDRANTS SHALL BE INSTALLED PLUMB AND LEVEL WHEN EXTENDING A HYDRANT, THE "BREAK FLANGE" SHALL BE RELOCATED TO GRADE LEVEL. AUXILIARY VALVES SHALL OPEN IN A COUNTER CLOCKWISE FASHION, BE KEYABLE AND TO GRADE, AND SHALL INCLUDE VALVE BOXES, EXTERNAL ABOVE-GRADE SURFACES OF FIRE HYDRANTS SHALL BE COATED BY THE MANUFACTURER WITH ONE COAT OF ALKYD BASED, LEAD AND CHROME-FREE BUFF PRIMER AND TWO COATS OF ALKYD BASED, CHAIN-STOPPED GLOSS ENAMEL CONFORMING TO WATEROUS M4182, FEDERAL SAFETY RED HYDRANT ENAMEL HYDRANTS HAVING BEEN COATED WITH ANY OTHER COATING OR COLOR SHALL NOT BE ACCEPTED

LANDSCAPING NOTES:

1. CONTRACTOR SHALL PROVIDE SPADE EDGED FOR ALL SODDING AREA ABUTTING EXISTING TREES BY MAINTAINING A MINIMUM OF 5' DIAMETER MULCH BED AROUND EACH EXISTING TREE.

TRAFFIC SIGNAL NOTES:

1. ALL TRAFFIC SIGNAL FOUNDATIONS SHALL BE TO THE DEPTH AS LABELED ON THE PROPOSED TRAFFIC SIGNAL PLAN SHEETS.

PERMIT NOTES:

1. CONTRACTOR SHALL OBTAIN A CITY OF EVANSTON BUILDING PERMIT FOR ALL WORK WITHIN THE PLAZA AREAS. CITY OF EVANSTON BUILDING PERMIT FEES SHALL BE WAIVED.

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City of Evanston

project name
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CONSTRUCTION SET
03.28.2017

issue / revision	date	description

keyplan

pm	la	cad
MM	JM	PM

issue date
1.19.2017

sheet name
General Notes

sheet number
G-03

3/27/2017
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MWRD GENERAL NOTES

A. REFERENCED SPECIFICATIONS

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE FOLLOWING, EXCEPT AS MODIFIED HEREIN OR ON THE PLANS:
   * STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT SS) FOR ALL IMPROVEMENTS EXCEPT SANITARY SEWER AND WATER MAIN CONSTRUCTION;
   * STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, LATEST EDITION (SSWS) FOR SANITARY SEWER AND WATER MAIN CONSTRUCTION;
   * CITY OF EVANSTON MUNICIPAL CODE;
   * THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO (MWRD) WATERSHED MANAGEMENT ORDINANCE AND TECHNICAL GUIDANCE MANUAL;
   * IN CASE OF CONFLICT BETWEEN THE APPLICABLE ORDINANCES NOTED, THE MORE STRINGENT SHALL TAKE PRECEDENCE AND SHALL CONTROL ALL CONSTRUCTION.

B. NOTIFICATIONS

1. THE MWRD LOCAL SEWER SYSTEMS SECTION FIELD OFFICE MUST BE NOTIFIED AT LEAST TWO (2) WORKING DAYS PRIOR TO THE COMMENCEMENT OF ANY WORK (CALL 708-588-4055).
2. THE CITY OF EVANSTON ENGINEERING DEPARTMENT AND PUBLIC MUST BE NOTIFIED AT LEAST 24 HOURS PRIOR TO THE START OF CONSTRUCTION AND PRIOR TO EACH PHASE OF WORK. CONTRACTOR SHALL DETERMINE ITEMS REQUIRING INSPECTION PRIOR TO START OF CONSTRUCTION OR EACH WORK PHASE.
3. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION FOR THE EXACT LOCATIONS OF UTILITIES AND FOR THEIR PROTECTION DURING CONSTRUCTION. IF EXISTING UTILITIES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, IMMEDIATELY NOTIFY THE ENGINEER SO THAT THE CONFLICT CAN BE RESOLVED. CALL J.U.L.I.E. AT 1-800-892-0123.

C. GENERAL NOTES

1. ALL ELEVATIONS SHOWN ON PLANS REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). CONVERSION EQUATION: SUBTRACT 579.88 FROM ALL ELEVATIONS TO EQUATE TO CHICAGO CITY DATUM (CCD)
2. MWRD, THE MUNICIPALITY AND THE OWNER OR OWNER'S REPRESENTATIVE SHALL HAVE THE AUTHORITY TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION IMPROVEMENTS.
3. THE CONTRACTOR(S) SHALL INDEMNIFY THE OWNER, ENGINEER, MUNICIPALITY, MWRD, AND THEIR AGENTS, ETC., FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, OR TESTING OF THIS WORK ON THE PROJECT.
4. THE PROPOSED IMPROVEMENTS MUST BE CONSTRUCTED IN ACCORDANCE WITH THE ENGINEERING PLANS AS APPROVED BY MWRD AND THE MUNICIPALITY UNLESS CHANGES ARE APPROVED BY MWRD, THE MUNICIPALITY, OR AUTHORIZED AGENT. THE CONSTRUCTION DETAILS, AS PRESENTED ON THE PLANS, MUST BE FOLLOWED. PROPER CONSTRUCTION TECHNIQUES MUST BE FOLLOWED ON THE IMPROVEMENTS INDICATED ON THE PLANS.
5. THE LOCATION OF VARIOUS UNDERGROUND UTILITIES WHICH ARE SHOWN ON THE PLANS ARE FOR INFORMATION ONLY AND REPRESENT THE BEST KNOWLEDGE OF THE ENGINEER. VERIFY LOCATIONS AND ELEVATIONS PRIOR TO BEGINNING THE CONSTRUCTION OPERATIONS.
6. ANY EXISTING PAVEMENT, SIDEWALK, DRIVEWAY, ETC., DAMAGED DURING CONSTRUCTION OPERATIONS AND NOT CALLED FOR TO BE REMOVED SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.
7. MATERIAL AND COMPACTION TESTING SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MUNICIPALITY, MWRD, AND OWNER.
8. THE UNDERGROUND CONTRACTOR SHALL MAKE ALL NECESSARY ARRANGEMENTS TO NOTIFY ALL INSPECTION AGENCIES.
9. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS DISTURBED DURING CONSTRUCTION SHALL BE ADJUSTED TO FINISH GRADE PRIOR TO FINAL INSPECTION.
10. RECORD DRAWINGS SHALL BE KEPT BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AS SOON AS UNDERGROUND IMPROVEMENTS ARE COMPLETED. FINAL PAYMENTS TO THE CONTRACTOR SHALL BE HELD UNTIL THEY ARE RECEIVED. ANY CHANGES IN LENGTH, LOCATION OR ALIGNMENT SHALL BE SHOWN IN RED. ALL WYES OR BENDS SHALL BE LOCATED FROM THE DOWNSTREAM MANHOLE. ALL VALVES, B-BOXES, TEES OR BENDS SHALL BE TIED TO A FIRE HYDRANT.

D. SANITARY SEWER

1. THE CONTRACTOR SHALL TAKE MEASURES TO PREVENT ANY POLLUTED WATER, SUCH AS GROUND AND SURFACE WATER, FROM ENTERING THE EXISTING SANITARY SEWERS.
2. A WATER-TIGHT PLUG SHALL BE INSTALLED IN THE DOWNSTREAM SEWER PIPE AT THE POINT OF SEWER CONNECTION PRIOR TO COMMENCING ANY SEWER CONSTRUCTION. THE PLUG SHALL REMAIN IN PLACE UNTIL REMOVAL IS AUTHORIZED BY THE MUNICIPALITY AND/OR MWRD AFTER THE SEWERS HAVE BEEN TESTED AND ACCEPTED.
3. DISCHARGING ANY UNPOLLUTED WATER INTO THE SANITARY SEWER SYSTEM FOR THE PURPOSE OF SEWER FLUSHING OF LINES FOR THE DEFLECTION TEST SHALL BE PROHIBITED WITHOUT PRIOR APPROVAL FROM THE MUNICIPALITY OR MWRD.
4. ALL SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS (LATEST EDITION).
5. ALL FLOOR DRAINS SHALL DISCHARGE TO THE SANITARY SEWER SYSTEM.
6. ALL DOWNSPOUTS AND FOOTING DRAINS SHALL DISCHARGE TO THE STORM SEWER SYSTEM.
7. ALL SANITARY SEWER PIPE MATERIALS AND JOINTS (AND STORM SEWER PIPE MATERIALS AND JOINTS IN A COMBINED SEWER AREA) SHALL CONFORM TO THE FOLLOWING:

PIPE MATERIAL	PIPE SPECIFICATIONS	JOINT SPECIFICATIONS
VITRIFIED CLAY PIPE	ASTM C-700	ASTM C-425
REINFORCED CONCRETE SEWER PIPE	ASTM C-76	ASTM C-443
CAST IRON SOIL PIPE	ASTM A-74	ASTM C-564
DUCTILE IRON PIPE	ANSI A21.51	ANSI A21.11
POLYVINYL CHLORIDE (PVC) PIPE		
6-INCH TO 15-INCH DIAMETER SDR 26	ASTM D-3034	ASTM D-3212
18-INCH TO 27-INCH DIAMETER F/DY=46	ASTM F-679	ASTM D-3212
HIGH DENSITY POLYETHYLENE (HDPE)	ASTM D-3350 ASTM D-3035	ASTM D-3261, F-2620 (HEAT FUSION) ASTM D-3212, F-477 (GASKETED)
WATER MAIN QUALITY PVC		
4-INCH TO 36-INCH	ASTM D-2241	ASTM D-3139
4-INCH TO 12-INCH	AWWA C900	ASTM D-3139
14-INCH TO 48-INCH	AWWA C905	ASTM D-3139

THE FOLLOWING MATERIALS ARE ALLOWED ON A QUALIFIED BASIS SUBJECT TO DISTRICT REVIEW AND APPROVAL PRIOR TO PERMIT ISSUANCE. A SPECIAL CONDITION WILL BE ADDED TO THE PERMIT WHEN THE PIPE MATERIAL BELOW IS USED FOR SEWER CONSTRUCTION OR A CONNECTION IS MADE.

PIPE MATERIAL	PIPE SPECIFICATIONS	JOINT SPECIFICATIONS
POLYPROPYLENE (PP) PIPE		
12-INCH TO 24-INCH DOUBLE WALL	ASTM F-2736	D-3212, F-477
30-INCH TO 60-INCH TRIPLE WALL	ASTM F-2764	D-3212, F-477

8. ALL SANITARY SEWER CONSTRUCTION (AND STORM SEWER CONSTRUCTION IN COMBINED SEWER AREAS), REQUIRES STONE BEDDING WITH STONE ¼" TO 1" IN SIZE, WITH MINIMUM BEDDING THICKNESS EQUAL TO ¼ THE OUTSIDE DIAMETER OF THE SEWER PIPE, BUT NOT LESS THAN FOUR (4) INCHES NOR MORE THAN EIGHT (8) INCHES. MATERIAL SHALL BE CA-7, CA-11 OR CA-13 AND SHALL BE EXTENDED AT LEAST 12" ABOVE THE TOP OF THE PIPE WHEN USING PVC.
9. NON-SHEAR FLEXIBLE-TYPE COUPLINGS SHALL BE USED IN THE CONNECTION OF SEWER PIPES OF DISSIMILAR PIPE MATERIALS.
10. ALL MANHOLES SHALL BE PROVIDED WITH BOLTED, WATERTIGHT COVERS. SANITARY LIDS SHALL BE CONSTRUCTED WITH A CONCEALED PICKHOLE AND WATERTIGHT GASKET WITH THE WORD "SANITARY" CAST INTO THE LID.
11. WHEN CONNECTING TO AN EXISTING SEWER MAIN BY MEANS OTHER THAN AN EXISTING WYE, TEE, OR AN EXISTING MANHOLE, ONE OF THE FOLLOWING METHODS SHALL BE USED:
    a) A CIRCULAR SAW-CUT OF SEWER MAIN BY PROPER TOOLS ("SHEWER-TAP" MACHINE OR SIMILAR) AND PROPER INSTALLATION OF HUBWYE SADDLE OR HUB-TEE SADDLE.
    b) REMOVE AN ENTIRE SECTION OF PIPE (BREAKING ONLY THE TOP OF ONE BELL) AND REPLACE WITH A WYE OR TEE BRANCH SECTION.
    c) WITH PIPE CUTTER, NEATLY AND ACCURATELY CUT OUT DESIRED LENGTH OF PIPE FOR INSERTION OF PROPER FITTING, USING "BAND SEAL" OR SIMILAR COUPLINGS TO HOLD IT FIRMLY IN PLACE.
12. WHENEVER A SANITARY/COMBINED SEWER CROSSES UNDER A WATERMAIN, THE MINIMUM VERTICAL DISTANCE FROM THE TOP OF THE SEWER TO THE BOTTOM OF THE WATERMAIN SHALL BE 18 INCHES. FURTHERMORE, A MINIMUM HORIZONTAL DISTANCE OF 10 FEET BETWEEN SANITARY/COMBINED SEWERS AND WATERMAINS SHALL BE MAINTAINED UNLESS: THE SEWER IS LAID IN A SEPARATE TRENCH, KEEPING A MINIMUM 18" VERTICAL SEPARATION; OR THE SEWER IS LAID IN THE SAME TRENCH WITH THE WATERMAIN LOCATED AT THE OPPOSITE SIDE ON A BENCH OF UNDISTURBED EARTH, KEEPING A MINIMUM 18" VERTICAL SEPARATION. IF EITHER THE VERTICAL OR HORIZONTAL DISTANCES DESCRIBED CANNOT BE MAINTAINED, OR THE SEWER CROSSES ABOVE THE WATER MAIN, THE SEWER SHALL BE CONSTRUCTED TO WATER MAIN STANDARDS OR IT SHALL BE ENCASED WITH A WATER MAIN QUALITY CARRIER PIPE WITH THE ENDS SEALED.
13. ALL EXISTING SEPTIC SYSTEMS SHALL BE ABANDONED. ABANDONED TANKS SHALL BE FILLED WITH GRANULAR MATERIAL OR REMOVED.
14. ALL SANITARY MANHOLES, (AND STORM MANHOLES IN COMBINED SEWER AREAS), SHALL HAVE A MINIMUM INSIDE DIAMETER OF 48 INCHES, AND SHALL BE CAST IN PLACE OR PRE-CAST REINFORCED CONCRETE.
15. ALL SANITARY MANHOLES, (AND STORM MANHOLES IN COMBINED SEWER AREAS), SHALL HAVE PRECAST "RUBBER BOOTS" THAT CONFORM TO ASTM C-923 FOR ALL PIPE CONNECTIONS. PRECAST SECTIONS SHALL CONSIST OF MODIFIED GROOVE TONGUE AND RUBBER GASKET TYPE JOINTS.
16. ALL ABANDONED SANITARY SEWERS SHALL BE PLUGGED AT BOTH ENDS WITH AT LEAST 2 FEET LONG NON-SHRINK CONCRETE OR MORTAR PLUG.
17. EXCEPT FOR FOUNDATION/FOOTING DRAINS PROVIDED TO PROTECT BUILDINGS, OR PERFORATED PIPES ASSOCIATED WITH VOLUME CONTROL FACILITIES, DRAIN TILES/FIELD TILES/UNDERDRAINS/PERFORATED PIPES ARE NOT ALLOWED TO BE CONNECTED TO OR TRIBUTARY TO COMBINED SEWERS, SANITARY SEWERS, OR STORM SEWERS TRIBUTARY TO COMBINED SEWERS IN COMBINED SEWER AREAS. CONSTRUCTION OF NEW FACILITIES OF THIS TYPE IS PROHIBITED; AND ALL EXISTING DRAIN TILES AND PERFORATED PIPES ENCOUNTERED WITHIN THE PROJECT AREA SHALL BE PLUGGED OR REMOVED, AND SHALL NOT BE CONNECTED TO COMBINED SEWERS, SANITARY SEWERS, OR STORM SEWERS TRIBUTARY TO COMBINED SEWERS.
18. A BACKFLOW PREVENTER IS REQUIRED FOR ALL DETENTION BASINS TRIBUTARY TO COMBINED SEWERS. REQUIRED BACKFLOW PREVENTERS SHALL BE INSPECTED AND EXERCISED ANNUALLY BY THE PROPERTY OWNER TO ENSURE PROPER OPERATION, AND ANY NECESSARY MAINTENANCES SHALL BE PERFORMED TO ENSURE FUNCTIONALITY. IN THE EVENT OF A SEWER SURCHARGE INTO AN OPEN DETENTION BASIN TRIBUTARY TO COMBINED SEWERS, THE PERMITTEE SHALL ENSURE THAT CLEAN UP AND WASH OUT OF SEWAGE TAKES PLACE WITHIN 48 HOURS OF THE STORM EVENT.

E. EROSION AND SEDIMENT CONTROL

1. THE CONTRACTOR SHALL INSTALL THE EROSION AND SEDIMENT CONTROL DEVICES AS SHOWN ON THE APPROVED EROSION AND SEDIMENT CONTROL PLAN.
2. EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE FUNCTIONAL PRIOR TO HYDROLOGIC DISTURBANCE OF THE SITE.
3. ALL DESIGN CRITERIA, SPECIFICATIONS, AND INSTALLATION OF EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL.
4. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.
5. INSPECTIONS AND DOCUMENTATION SHALL BE PERFORMED, AT A MINIMUM:
    a) UPON COMPLETION OF INITIAL EROSION AND SEDIMENT CONTROL MEASURES, PRIOR TO ANY SOIL DISTURBANCE.
    b) ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM EVENT WITH GREATER THAN 0.5 INCH OF RAINFALL OR LIQUID EQUIVALENT PRECIPITATION.
6. SOIL DISTURBANCE SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. IF STRIPPING, CLEARING, GRADING, OR LANDSCAPING ARE TO BE DONE IN PHASES, THE CO-PERMITTEE SHALL PLAN FOR APPROPRIATE SOIL EROSION AND SEDIMENT CONTROL MEASURES.
7. A STABILIZED MAT OF CRUSHED STONE MEETING THE STANDARDS OF THE ILLINOIS URBAN MANUAL SHALL BE INSTALLED AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE. SEDIMENT OR SOIL REACHING AN IMPROVED PUBLIC RIGHT-OF-WAY, STREET, ALLEY OR PARKING AREA SHALL BE REMOVED BY SCRAPING OR STREET CLEANING AS ACCUMULATIONS WARRANT AND TRANSPORTED TO A CONTROLLED SEDIMENT DISPOSAL AREA.
8. CONCRETE WASHOUT FACILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL AND SHALL BE INSTALLED PRIOR TO ANY ON SITE CONSTRUCTION ACTIVITIES INVOLVING CONCRETE.
9. MORTAR WASHOUT FACILITIES SHALL BE CONSTRUCTED IN ADDITION TO CONCRETE WASHOUT FACILITIES FOR ANY BRICK AND MORTAR BUILDING ENVELOPE CONSTRUCTION ACTIVITIES.
10. TEMPORARY DIVERSIONS SHALL BE CONSTRUCTED AS NECESSARY TO DIRECT ALL RUNOFF FROM HYDROLOGICALLY DISTURBED AREAS TO AN APPROPRIATE SEDIMENT TRAP OR BASIN. VOLUME CONTROL FACILITIES SHALL NOT BE USED AS TEMPORARY SEDIMENT BASINS.
12. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED SHALL BE STABILIZED WITH TEMPORARY OR PERMANENT MEASURES WITHIN SEVEN (7) DAYS.
13. ALL FLOOD PROTECTION AREAS AND VOLUME CONTROL FACILITIES SHALL, AT A MINIMUM, BE PROTECTED WITH A DOUBLE-ROW OF SILT FENCE (OR EQUIVALENT).
14. VOLUME CONTROL FACILITIES SHALL NOT BE CONSTRUCTED UNTIL ALL OF THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED.
15. SOIL STOCKPILES SHALL, AT A MINIMUM, BE PROTECTED WITH PERIMETER SEDIMENT CONTROLS. SOIL STOCKPILES SHALL NOT BE PLACED IN FLOOD PROTECTION AREAS OR THEIR BUFFERS.
16. EARTHEN EMBANKMENT SIDE SLOPES SHALL BE STABILIZED WITH APPROPRIATE EROSION CONTROL BLANKET.
17. STORM SEWERS THAT ARE OR WILL BE FUNCTIONING DURING CONSTRUCTION SHALL BE PROTECTED BY APPROPRIATE SEDIMENT CONTROL MEASURES.
18. THE CONTRACTOR SHALL EITHER REMOVE OR REPLACE ANY EXISTING DRAIN TILES AND INCORPORATE THEM INTO THE DRAINAGE PLAN FOR THE DEVELOPMENT. DRAIN TILES CANNOT BE TRIBUTARY TO A SANITARY OR COMBINED SEWER. DRAIN TILES ALLOWED IN COMBINED SEWER AREA FOR GREEN INFRASTRUCTURE PRACTICES.
19. IF DEWATERING SERVICES ARE USED, ADJOINING PROPERTIES AND DISCHARGE LOCATIONS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION. DEWATERING SYSTEMS SHOULD BE INSPECTED DAILY DURING OPERATIONAL PERIODS. THE SITE INSPECTOR MUST BE PRESENT AT THE COMMENCEMENT OF DEWATERING ACTIVITIES.
20. THE CONTRCTOR SHALL BE RESPONSIBLE FOR TRENCH DEWATERING AND EXCAVATION FOR THE INSTALLATION OF SANITARY SEWERS, STORM SEWERS, WATERMAINS AS WELL AS THEIR SERVICES AND OTHER APPURTENANCES. ANY TRENCH DEWATERING, WHICH CONTAINS SEDIMENT SHALL PASS THROUGH A SEDIMENT SETTLING POND OR EQUALLY EFFECTIVE SEDIMENT CONTROL DEVICE. ALTERNATIVES MAY INCLUDE DEWATERING INTO A SUMP PIT, FILTER BAG OR EXISTING VEGETATED UPSLOPE AREA. SEDIMENT LADEN WATERS SHALL NOT BE DISCHARGE TO WATERWAYS, FLOOD PROTECTION AREAS OR THE COMBINED SEWER SYSTEM.
21. ALL PERMANENT EROSION CONTROL PRACTICES SHALL BE INITIATED WITHIN SEVEN (7) DAYS FOLLOWING THE COMPLETION OF SOIL DISTURBING ACTIVITIES.
22. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED AND REPAIRED AS NEEDED ON A YEAR-ROUND BASIS DURING CONSTRUCTION AND ANY PERIODS OF CONSTRUCTION SHUTDOWN UNTIL PERMANENT STABILIZATION IS ACHIEVED.
23. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN THIRTY (30) DAYS AFTER PERMANENT SITE STABILIZATION.
24. THE EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL MEASURES MAY BE REQUIRED, AS DIRECTED BY THE ENGINEER, SITE INSPECTOR, OR MWRD.

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City of Evanston

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CONSTRUCTION SET
03.28.2017

issue / revision	date	description
1		
2		
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6		

keyplan

pm	la	cad
MM	JM	PM

issue date
1.19.2017

sheet name
General Notes

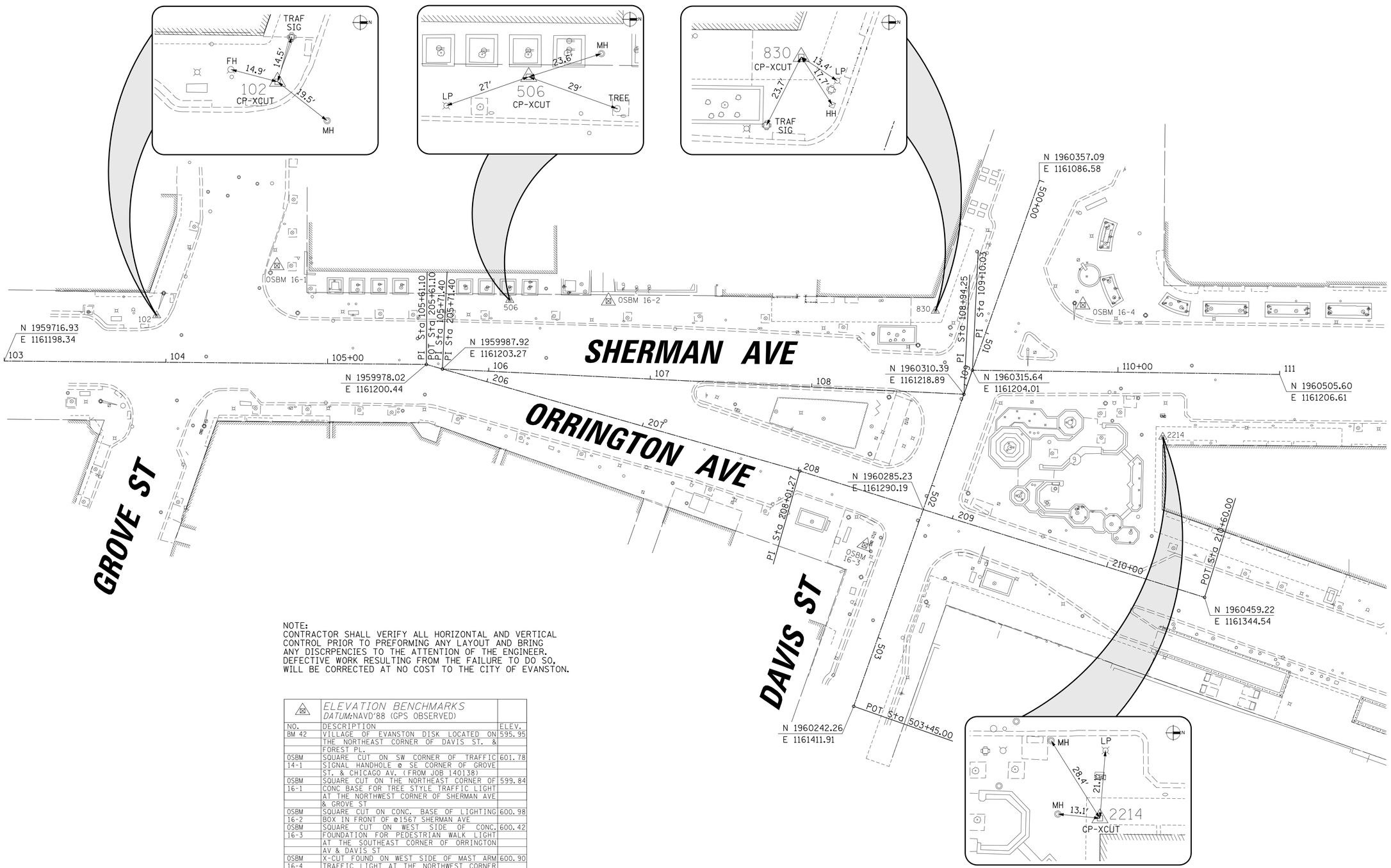
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CP102
STA 103+94.07, 28.91' LT
N 1959811.23, E 1161170.19

CP506
STA 106+10.96, 44.56' LT
N 1960029.60, E 1161160.67

CP830
STA 109+10.03, 43.20' LT
N 1960292.76, E 1161167.37



NOTE:
CONTRACTOR SHALL VERIFY ALL HORIZONTAL AND VERTICAL CONTROL PRIOR TO PREFORMING ANY LAYOUT AND BRING ANY DISCRPENCIES TO THE ATTENTION OF THE ENGINEER. DEFECTIVE WORK RESULTING FROM THE FAILURE TO DO SO, WILL BE CORRECTED AT NO COST TO THE CITY OF EVANSTON.

	ELEVATION BENCHMARKS *DATUM:*NAVD'88 (GPS OBSERVED)	
NO.	DESCRIPTION	ELEV.
BM 42	VILLAGE OF EVANSTON DISK LOCATED ON THE NORTHEAST CORNER OF DAVIS ST. & FOREST PL.	595.95
OSBM	SQUARE CUT ON SW CORNER OF TRAFFIC	601.78
14-1	SIGNAL HANDHOLE @ SE CORNER OF GROVE ST. & CHICAGO AV. (FROM JOB 140138)	
OSBM	SQUARE CUT ON THE NORTHEAST CORNER OF	599.84
16-1	CONC BASE FOR TREE STYLE TRAFFIC LIGHT AT THE NORTHWEST CORNER OF SHERMAN AVE & GROVE ST	
OSBM	SQUARE CUT ON CONC. BASE OF LIGHTING	600.98
16-2	BOX IN FRONT OF @1567 SHERMAN AVE	
OSBM	SQUARE CUT ON WEST SIDE OF CONC.	600.42
16-3	FOUNDATION FOR PEDESTRIAN WALK LIGHT AT THE SOUTHEAST CORNER OF ORRINGTON AV & DAVIS ST	
OSBM	X-CUT FOUND ON WEST SIDE OF MAST ARM	600.90
16-4	TRAFFIC LIGHT AT THE NORTHWEST CORNER OF SHERMAN AV AND DAVIS STREET	
OSBM	NORTHEAST CORNER OF TRAFFIC BOX AT THE	597.73
16-5	SOUTHWEST CORNER OF SHERMAN AV & CHURCH ST	
OSBM	SQUARE CUT ON THE NORTHWEST CORNER OF	599.44
16-6	TRAFFIC BOX AT THE SOUTHEAST CORNER OF ORRINGTON AV & CHURCH ST	

NOTE:
ALL CROSS SECTIONS ARE CUT PERPENDICULAR TO SHERMAN AVE BASELINE.

CP2214
STA 110+28.28, 39.66' LT
N 1960433.34, E 1161245.29

3/27/2017
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FOUNTAIN SQUARE RENOVATIONS

project address
FOUNTAIN SQUARE PLAZA
700 Davis Street
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seal / signature

owner
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Engineer
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p 416.252.7001

N

15' 0' 30' 60'

CONSTRUCTION SET
03.28.2017

issue / revision	date	description

keyplan

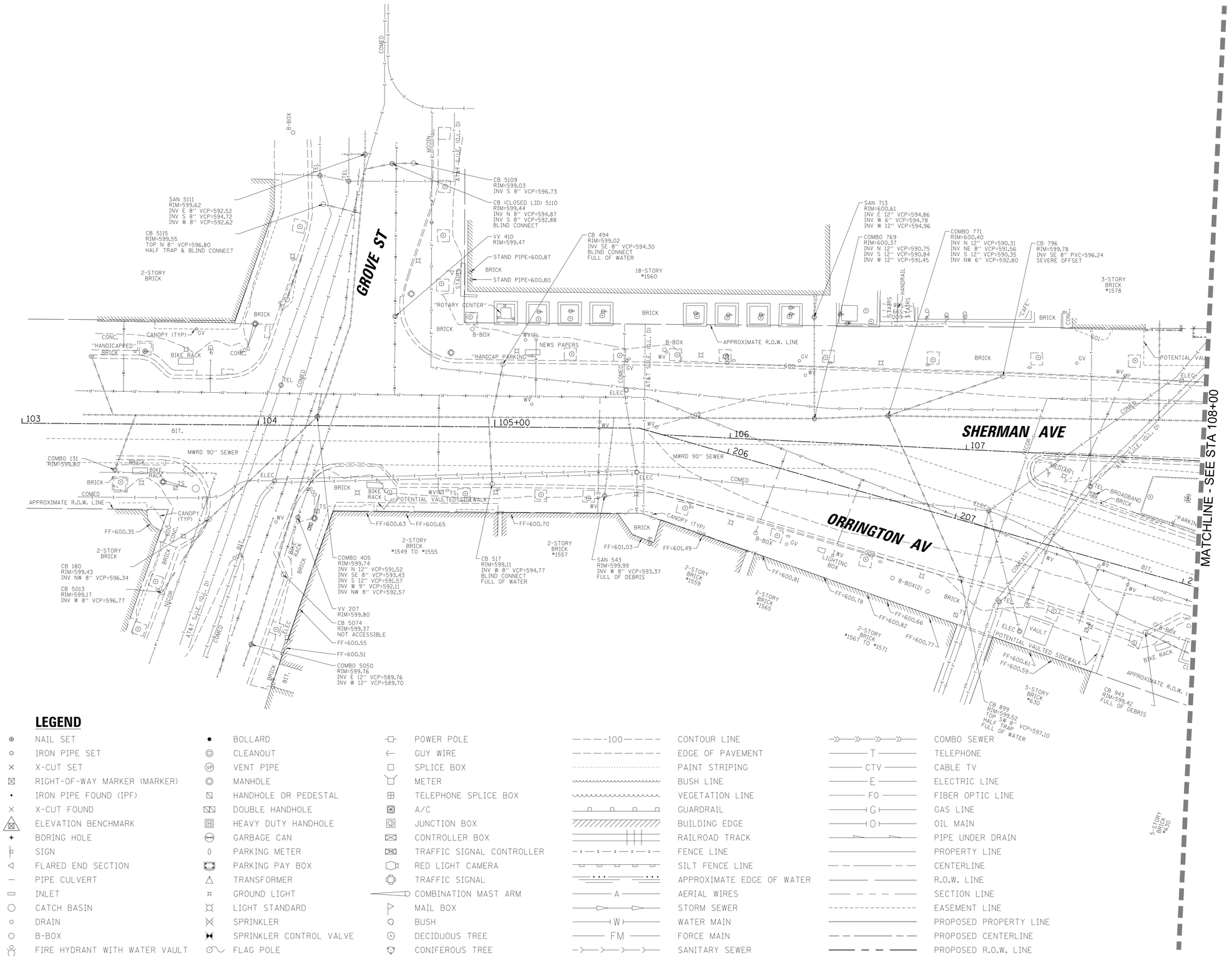


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BG	JM	PM

issue date
1.19.2017

sheet name
Alignment, Ties & Benchmarks

sheet number
B-01



LEGEND

NAIL SET	BOLLARD	POWER POLE	100	CONTOUR LINE	COMBO SEWER
IRON PIPE SET	CLEANOUT	GUY WIRE		EDGE OF PAVEMENT	T	TELEPHONE
X-CUT SET	VENT PIPE	SPLICE BOX		PAINT STRIPING	CTV	CABLE TV
RIGHT-OF-WAY MARKER (MARKER)	MANHOLE	METER		BUSH LINE	E	ELECTRIC LINE
IRON PIPE FOUND (IPF)	HANDHOLE OR PEDESTAL	TELEPHONE SPLICE BOX		VEGETATION LINE	FO	FIBER OPTIC LINE
X-CUT FOUND	DOUBLE HANDHOLE	A/C		GUARDRAIL	G	GAS LINE
ELEVATION BENCHMARK	HEAVY DUTY HANDHOLE	JUNCTION BOX		BUILDING EDGE	O	OIL MAIN
BORING HOLE	GARBAGE CAN	CONTROLLER BOX		RAILROAD TRACK		PIPE UNDER DRAIN
SIGN	PARKING METER	TRAFFIC SIGNAL CONTROLLER	x x x x x	FENCE LINE		PROPERTY LINE
FLARED END SECTION	PARKING PAY BOX	RED LIGHT CAMERA		SILT FENCE LINE		CENTERLINE
PIPE CULVERT	TRANSFORMER	TRAFFIC SIGNAL		APPROXIMATE EDGE OF WATER		R.O.W. LINE
INLET	GROUND LIGHT	COMBINATION MAST ARM	A	AERIAL WIRES		SECTION LINE
CATCH BASIN	LIGHT STANDARD	MAIL BOX		STORM SEWER		EASEMENT LINE
DRAIN	SPRINKLER	BUSH		WATER MAIN		PROPOSED PROPERTY LINE
B-BOX	SPRINKLER CONTROL VALVE	DECIDUOUS TREE	FM	FORCE MAIN		PROPOSED CENTERLINE
FIRE HYDRANT WITH WATER VAULT	FLAG POLE	CONIFEROUS TREE		SANITARY SEWER		PROPOSED R.O.W. LINE

3/27/2017
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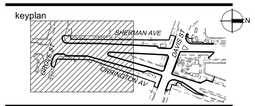
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N
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CONSTRUCTION SET
03.28.2017

issue / revision	date	description
1		
2		
3		
4		
5		
6		

keyplan

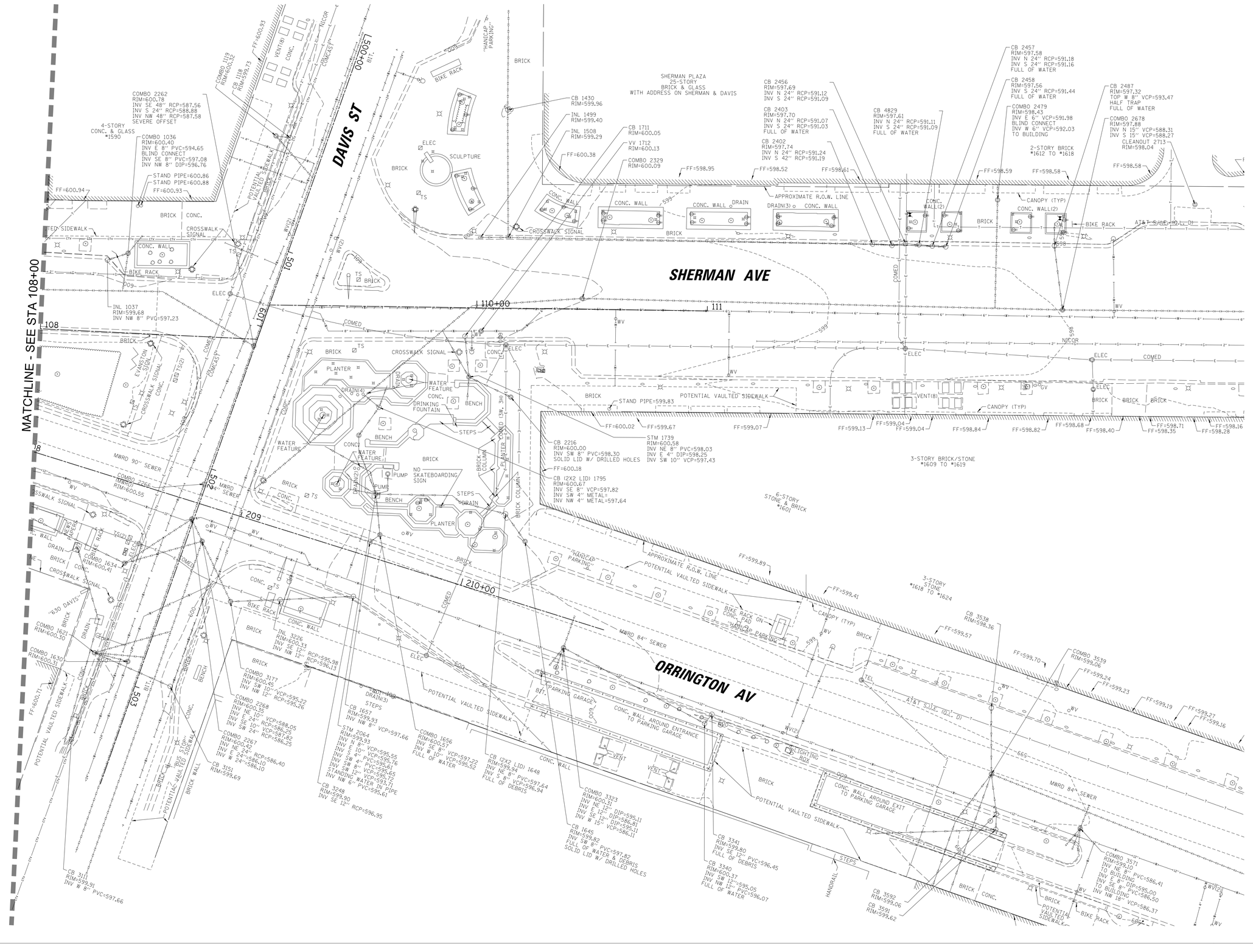


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MM	JM	PM

issue date
1.19.2017

sheet name
Existing Conditions Plan

sheet number
CE-01



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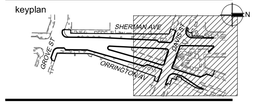
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CONSTRUCTION SET
03.28.2017

issue / revision	date	description

keyplan



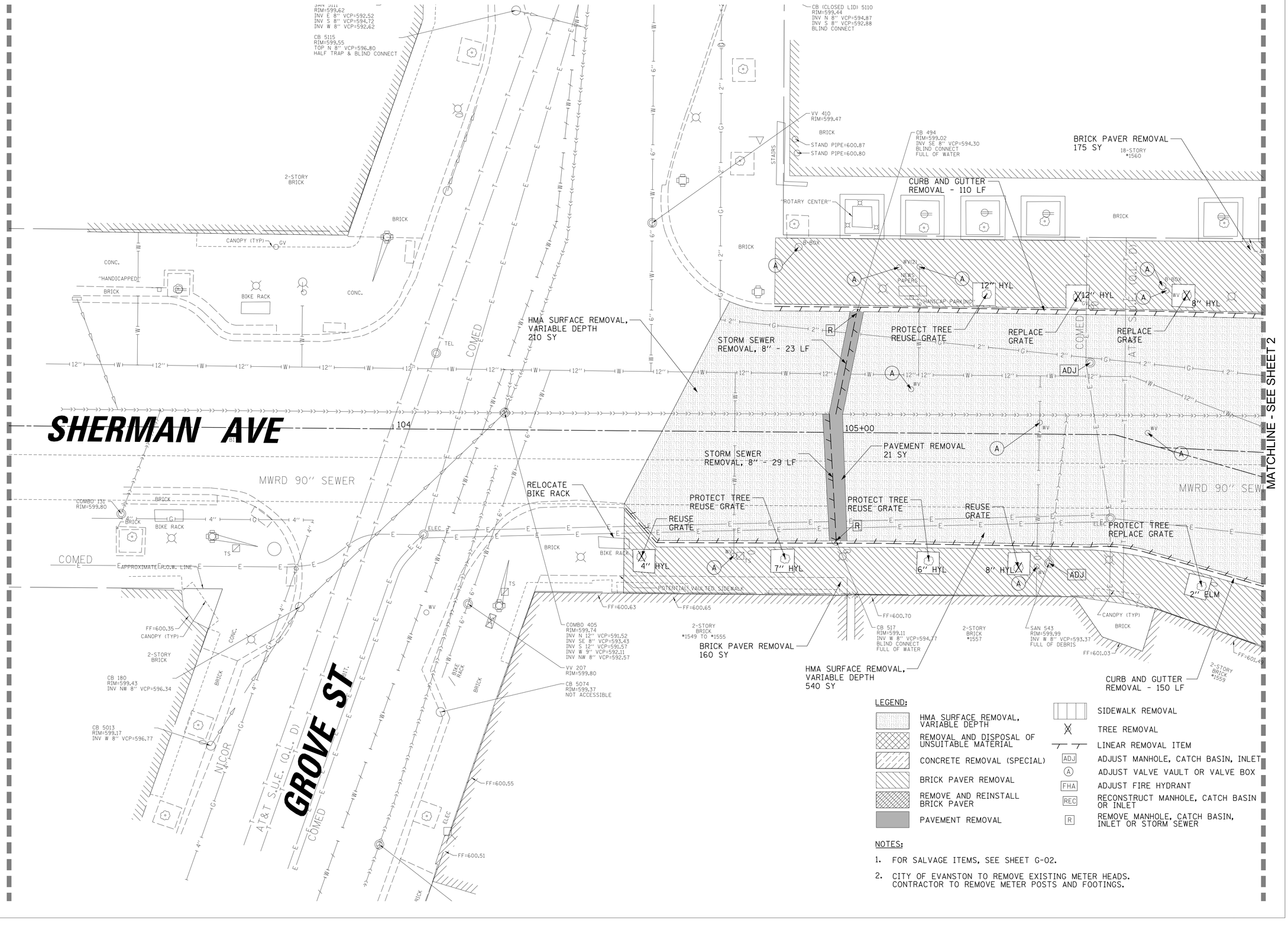
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issue date
1.19.2017

sheet name
Existing Conditions Plan

sheet number
CE-02

3/27/2017
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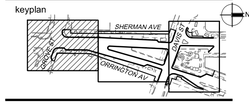
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CONSTRUCTION SET
03.28.2017

issue / revision	date	description

keyplan

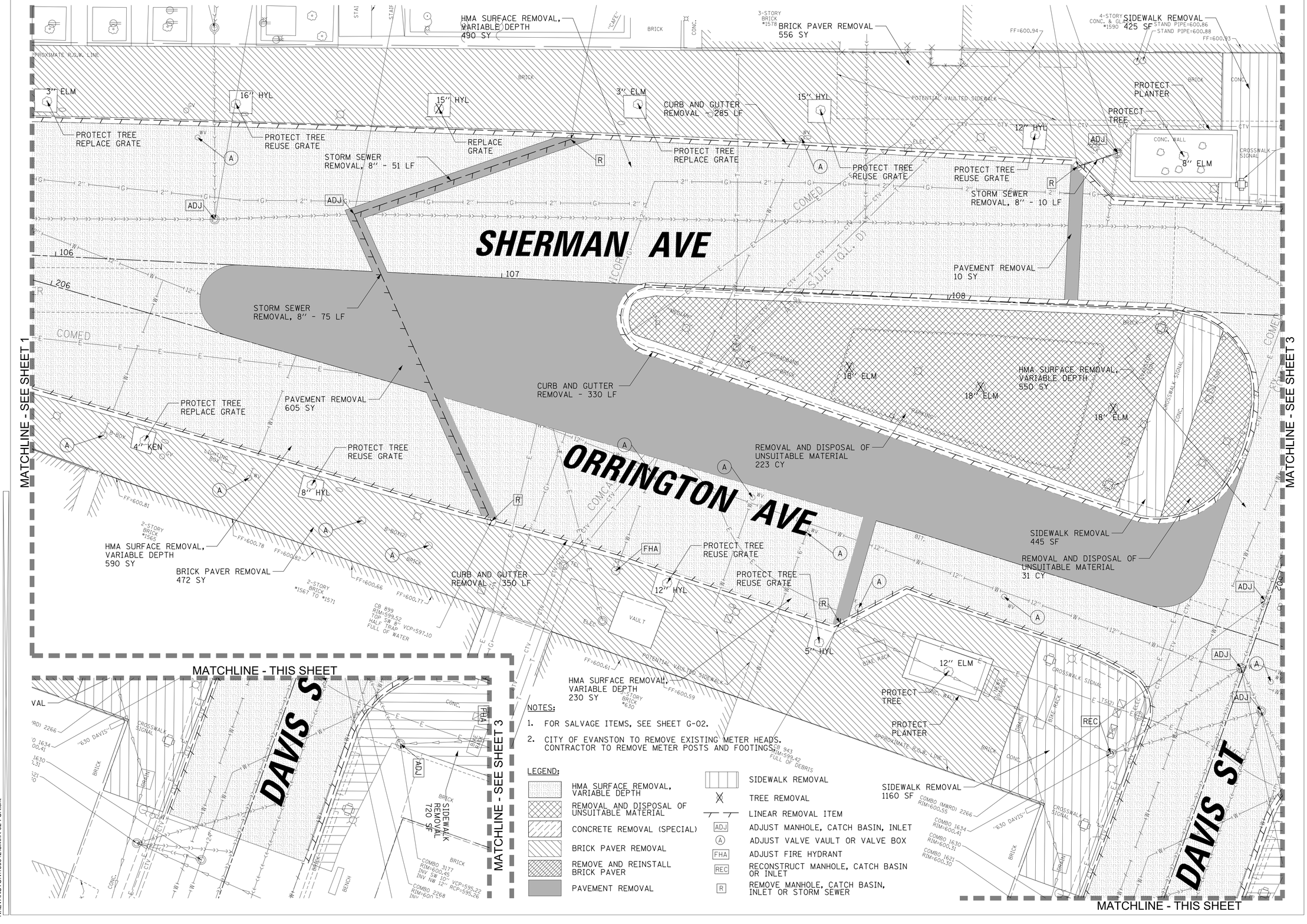


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issue date
1.19.2017

sheet name
Existing Conditions and Removal Plan

sheet number
R-01



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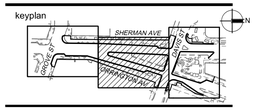
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CONSTRUCTION SET
03.28.2017

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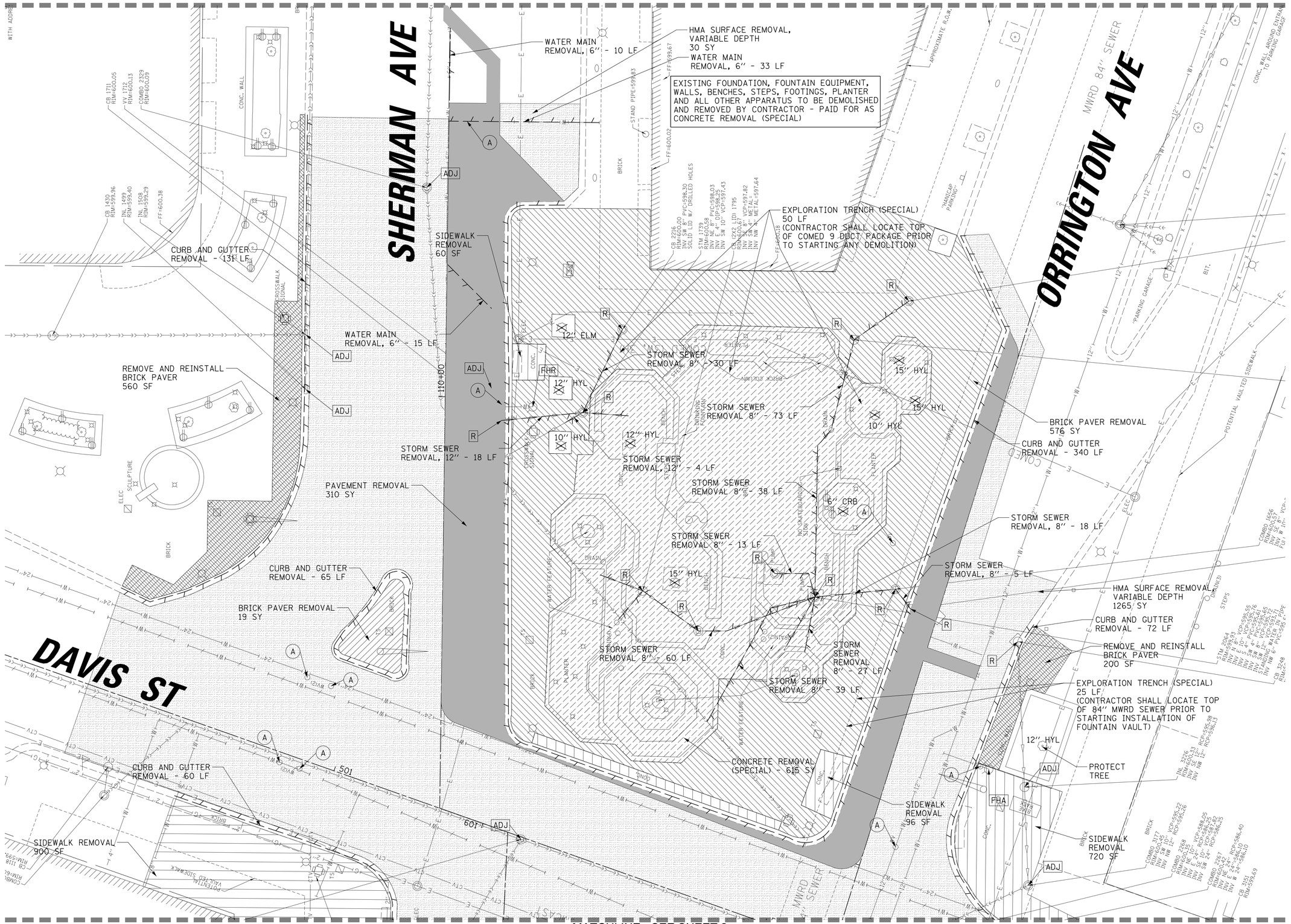


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issue date
1.19.2017

sheet name
Existing Conditions and Removal Plan

sheet number
R-02



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client / owner
City of Evanston

project name
FOUNTAIN SQUARE RENOVATIONS

project address
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5' 0' 10'

CONSTRUCTION SET
03.28.2017

issue / revision	date	description

keyplan

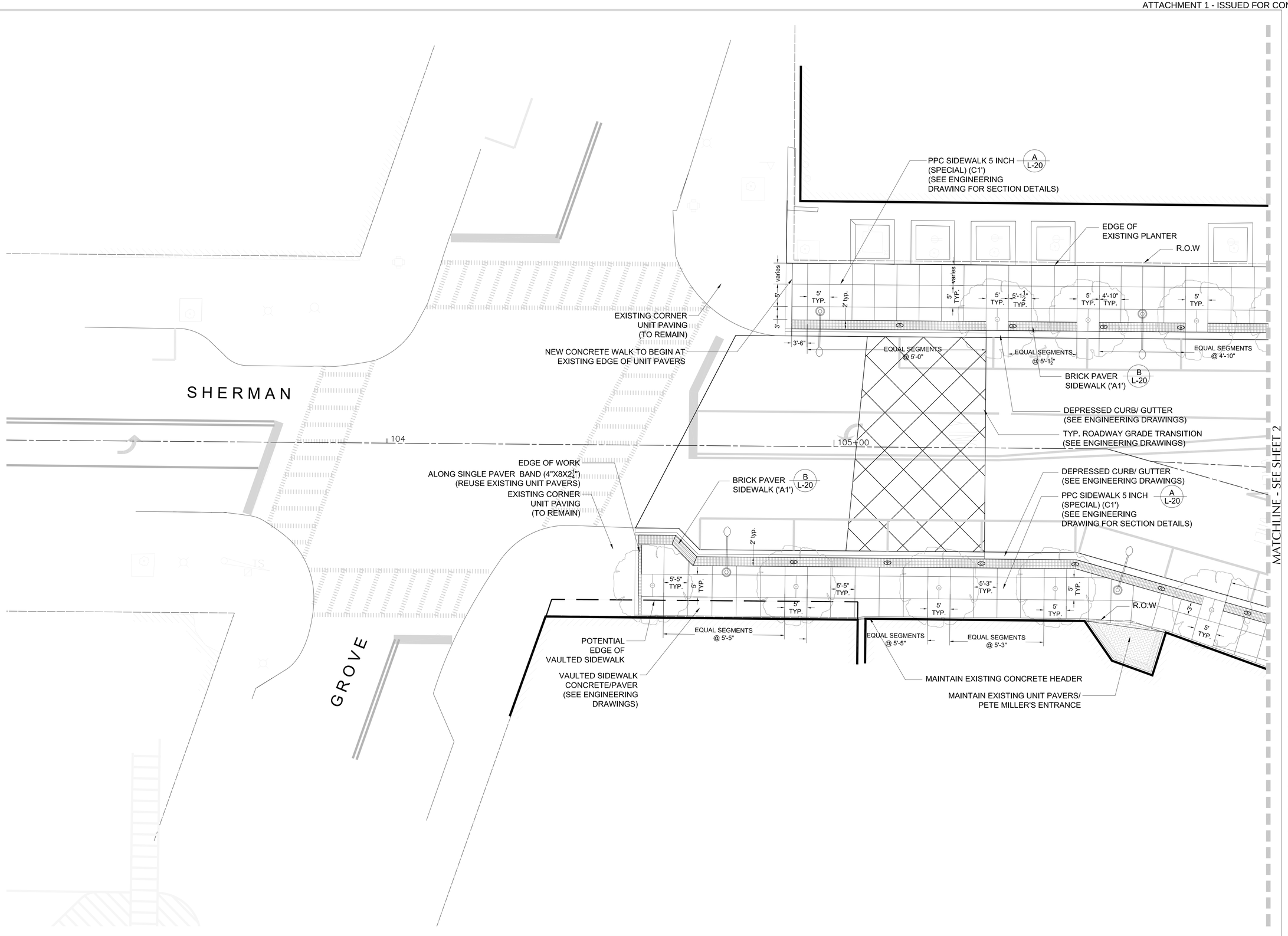
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issue date
1.19.2017

sheet name
Existing Conditions and Removal Plan

sheet number
R-03

3/27/2017
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landscape architect of record
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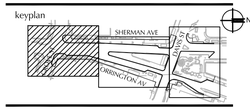
Fountain Consultant
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5' 0' 10' 20'

CONSTRUCTION SET
03.28.2017

issue / revision	date	description
1	01.19.2017	BID SET

keyplan



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issue date
01.19.2017

sheet name
Hardscape Plan

sheet number
L-01

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CP506
STA 106+10.96, 44.46' LT

EXISTING FENCE TO REMAIN

VAULTED SIDEWALK CONCRETE/PAVER (SEE ENGINEERING DRAWINGS)

EDGE OF VAULTED SIDEWALK

CP830
STA 109+10.03, 43.20' LT

SHERMAN

ORRINGTON

106

107

108

206

207

208

501

502

EQUAL SEGMENTS @ 5'-4"

EQUAL SEGMENTS @ 5'-1/2"

EQUAL SEGMENTS @ 5'-8"

EQUAL SEGMENTS @ 5'-1 1/2"

EQUAL SEGMENTS @ 5'-4 1/2"

EQUAL SEGMENTS @ 5'-1"

EQUAL SEGMENTS @ 5'-7 1/2"

EQUAL SEGMENTS @ 5'-3"

DEPRESSED CURB/ GUTTER (SEE ENGINEERING DRAWINGS)

TYP. ROAD STRIPING (SEE ENGINEERING DRAWINGS)

BRICK PAVER SIDEWALK ('A1') B L-20

PPC SIDEWALK 5 INCH (SPECIAL) ('C1') (SEE ENGINEERING DRAWING FOR SECTION DETAILS) A L-20

ASPHALT ROADWAY, TYP. (SEE ENGINEERING DRAWINGS)

6" FLUSH CONCRETE CURB (SEE ENGINEERING DRAWING FOR DETAILS)

D L-20 PAVING, PRECAST CONCRETE PAVER UNITS ('A3')

E L-20 PAVING, PRECAST CONCRETE PAVER UNITS ('A4')

PI Sta 107+43.54

MARKED CROSSWALK, TYP. (SEE ENGINEERING DRAWINGS)

E L-20 PAVING, PRECAST CONCRETE PAVER UNITS ('A4')

DEPRESSED CURB/ GUTTER (SEE ENGINEERING DRAWINGS)

PPC SIDEWALK 5 INCH (SPECIAL) ('C1') (SEE ENGINEERING DRAWING FOR SECTION DETAILS) A L-20

12" FLUSH CONCRETE CURB (SEE ENGINEERING DRAWING FOR DETAILS)

BRICK PAVER SIDEWALK ('B4') G L-21

6" FLUSH CONCRETE CURB (SEE ENGINEERING DRAWING FOR DETAILS)

CP STA 107+43.54, 19.64' LT

A L-20 PPC SIDEWALK 5 INCH (SPECIAL) ('C1') (SEE ENGINEERING DRAWING FOR SECTION DETAILS)

A USE L-04

B L-20 BRICK PAVER SIDEWALK ('A1')

MAINTAIN EXISTING CONCRETE HEADER

MARKED CROSSWALK, TYP. (SEE ENGINEERING DRAWINGS)

DETECTABLE WARNING PLATES (SEE ENGINEERING DRAWINGS)

DOUBLE HAND HOLE (SEE ENGINEERING DRAWINGS)

TRAFFIC CABINET (SEE ENGINEERING DRAWINGS)

MATCH CONTROL JOINTS TO EXISTING SIDEWALK (EAST) AND EXTEND TO CORNER

ROADWAY TRANSITION (SEE ENGINEERING DRAWINGS)

MATCHLINE - SEE SHEET 1

MATCHLINE - SEE SHEET 3

MATCHLINE - THIS SHEET

EDGE OF VAULTED SIDEWALK

MARKED CROSSWALK, TYP. (SEE ENGINEERING DRAWINGS)

MATCH CONTROL JOINTS TO EXISTING SIDEWALK (EAST) AND EXTEND TO CORNER

MATCH CONTROL JOINTS TO EXISTING SIDEWALK (EAST) AND EXTEND TO CORNER

ROADWAY TRANSITION (SEE ENGINEERING DRAWINGS)

MATCHLINE - SEE SHEET 3

MATCHLINE - THIS SHEET

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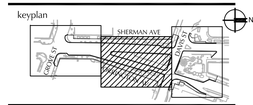
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5' 0' 10' 20'

CONSTRUCTION SET
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issue / revision	date	description
	01.19.2017	BID SET
1	03.28.2017	CONSTRUCTION SET

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issue date
01.19.2017

sheet name
Hardscape Plan

sheet number
L-02

RESTORE EXISTING PAVERS AT ROADWAY LIGHT

RESTORE EXISTING PAVERS

DEPRESSED CURB/ GUTTER (SEE ENGINEERING DRAWINGS)

D L-20 PAVING, PRECAST CONCRETE PAVER UNITS ('A3')

LIMIT OF WORK

EXISTING PAVERS TO REMAIN (RESTORE IF IMPACTED)

A L-21 RESTORE EXISTING PAVERS ('A5') (TO MATCH EXISTING UNIT PAVERS)

D L-21 PAVING, PERMEABLE PRECAST CONCRETE PAVER UNITS ('B1')

LIMIT OF WORK

C L-21 RESTORE EXISTING PAVERS HERRINGBONE ('A7') (TO MATCH EXISTING UNIT PAVERS)

E L-21 PAVING, PERMEABLE PRECAST CONCRETE PAVER UNITS ('B2')

B L-21 RESTORE EXISTING PAVER BANDING ('A6') (TO MATCH EXISTING UNIT PAVERS)

LIMIT OF WORK

LIMIT OF WORK

RESTORE EXISTING PAVERS IMPACTED BY CONSTRUCTION

EDGE OF VAULTED SIDEWALK

PAVING OVER VAULTED SIDEWALK TO BE NON-PERMEABLE (HATCHED) (SEE ENGINEERING DRAWINGS)

CP2214
STA 110+28.28, 39.66' LT

TRENCH GATE (SEE ENGINEERING DRAWINGS)

PI Sta 210+41.42

PAVING, PERMEABLE PRECAST CONCRETE PAVER UNITS ('B2')

E L-21

WATER FEATURE, TYP. (SEE SHEET F-1 TO F-9 FOR SECTION DETAILS)

L-22

LIMIT OF WORK

PAVING, PRECAST CONCRETE PAVER UNITS ('A3')

D L-20

PAVING, PERMEABLE PRECAST CONCRETE PAVER UNITS ('B1')

D L-21

PAVING, PERMEABLE PRECAST CONCRETE PAVER UNITS ('B3')

F L-21

LIMIT OF WORK

TO MATCH EXISTING UNIT PAVERS

EDGE OF VAULTED SIDEWALK

EXISTING PAVERS (TO REMAIN)

PPC SIDEWALK 5 INCH (SPECIAL) ('C1') (SEE ENGINEERING DRAWING FOR SECTION DETAILS)

A L-20

DOUBLE HAND HOLE (SEE ENGINEERING DRAWINGS)

LIMIT OF WORK

DETECTABLE WARNING PLATES (SEE ENGINEERING DRAWINGS)

PI Sta 500+69.82

B L-20 BRICK PAVER SIDEWALK ('A1')

MARKED CROSSWALK, TYP. (SEE ENGINEERING DRAWINGS)

DETECTABLE WARNING PLATES (SEE ENGINEERING DRAWINGS)

DEPRESSED CURB/ GUTTER (SEE ENGINEERING DRAWINGS)

DETECTABLE WARNING PLATES (SEE ENGINEERING DRAWINGS)

LIMIT OF WORK

PPC SIDEWALK 5 INCH (SPECIAL) ('C1') (SEE ENGINEERING DRAWING FOR SECTION DETAILS)

A L-20

C L-20 VAULTED SIDEWALK CONCRETE/PAVER ('A2')

EDGE OF VAULTED SIDEWALK

MARKED CROSSWALK, TYP. (SEE ENGINEERING DRAWINGS)

CP OF FOUNTAIN
STA 109+90.06, 68.23' LT

110+00

210+00

109

209

LOOK FOR BIKES

MATCHLINE - SEE SHEET 2

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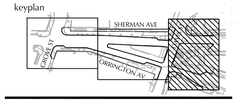
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CONSTRUCTION SET
03.28.2017

issue / revision	date	description
1	01.19.2017	BID SET

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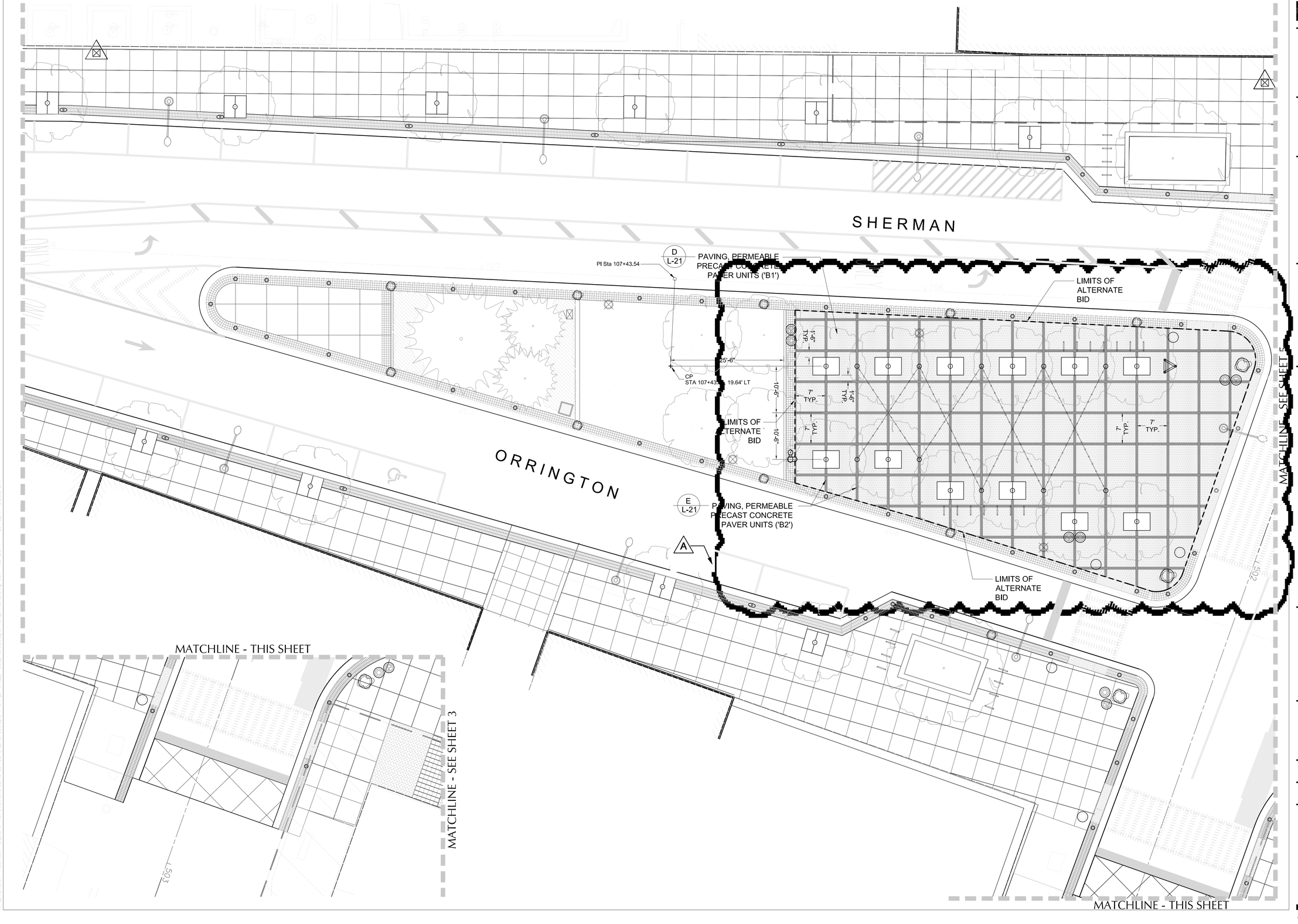
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issue date
01.19.2017

sheet name
Hardscape Plan

sheet number
L-03

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CHRISTOPHER B. BURKE ENGINEERING, LTD.
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(847) 823-0500

teska
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Tel 847.869.2015 Fax 847.869.2059

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Toronto, Ontario, Canada M4P 1E4
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client / owner
City of Evanston

project name
FOUNTAIN SQUARE RENOVATIONS

project address
FOUNTAIN SQUARE PLAZA
700 Davis Street
Evanston, Illinois 60201

seal / signature

owner
City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201
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Engineer
Christopher B. Burke
9575 West Higgins Road Suite 600
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p 847.823.0500

landscape architect of record
TESKA ASSOCIATES, INC.
627 Grove Street
Evanston, IL, 60201
p 847.869.2015 f 847.869.2059

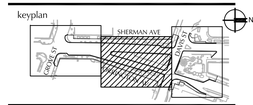
Fountain Consultant
The Waterworx Co.
2300 Yonge Street, Suite 1600
Toronto, Ontario, Canada M4P 1C4
p 416.252.7001

5' 0' 10' 20'

CONSTRUCTION SET
03.28.2017

issue / revision	date	description
	01.19.2017	BID SET
A	03.28.2017	CONSTRUCTION SET

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pm JM | la DS/NP/BW | cad

issue date
01.19.2017

sheet name
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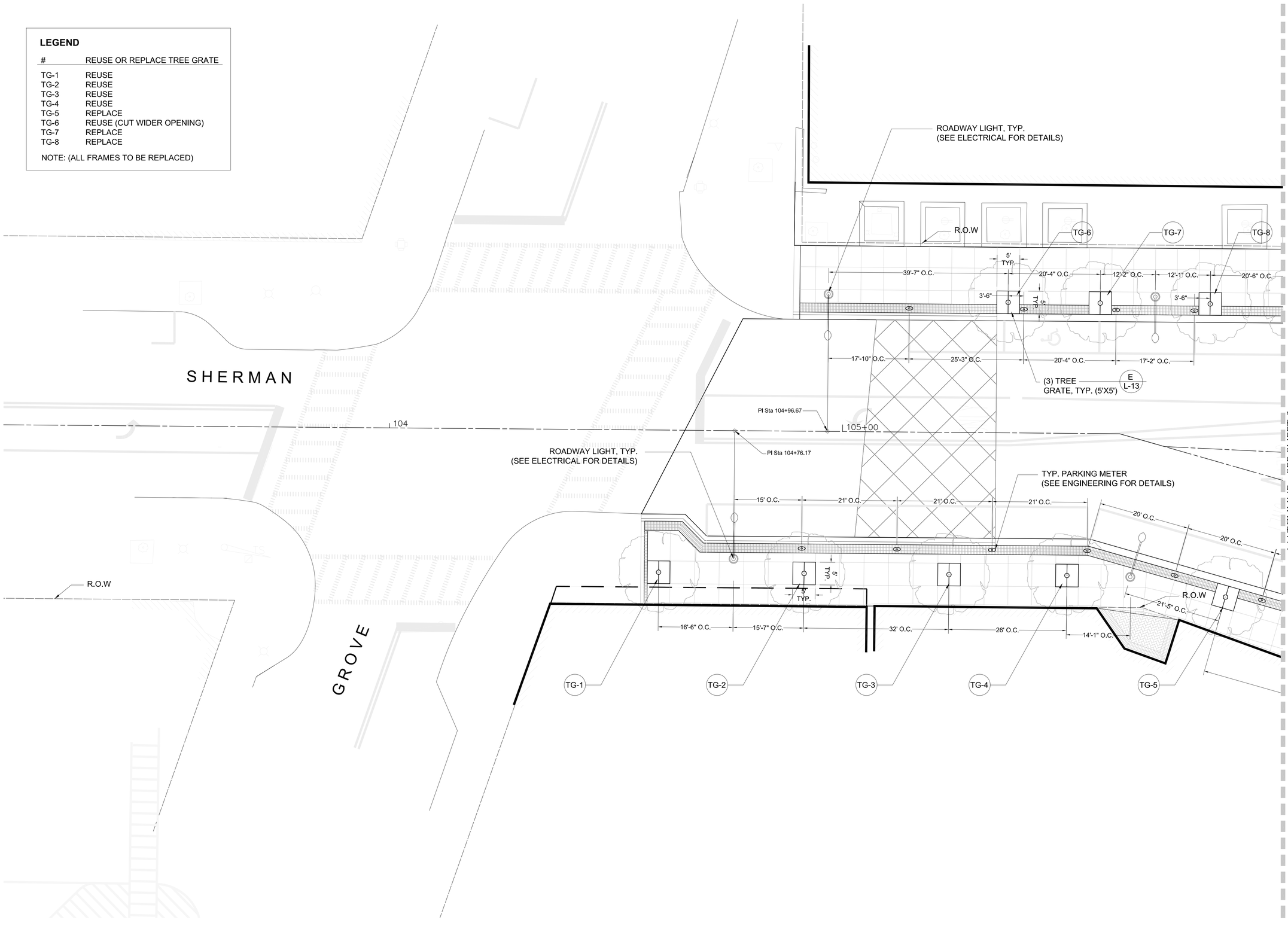
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LEGEND

#	REUSE OR REPLACE TREE GRATE
TG-1	REUSE
TG-2	REUSE
TG-3	REUSE
TG-4	REUSE
TG-5	REPLACE
TG-6	REUSE (CUT WIDER OPENING)
TG-7	REPLACE
TG-8	REPLACE

NOTE: (ALL FRAMES TO BE REPLACED)



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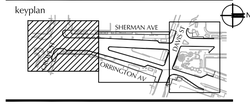
Fountain Consultant
The Waterworx Co.
2300 Yonge Street, Suite 1600
Toronto, Ontario, Canada M4P 1C4
p 416.252.7001

5' 0' 10' 20'

CONSTRUCTION SET
03.28.2017

issue / revision	date	description
1	01.19.2017	BID SET
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issue date
01.19.2017

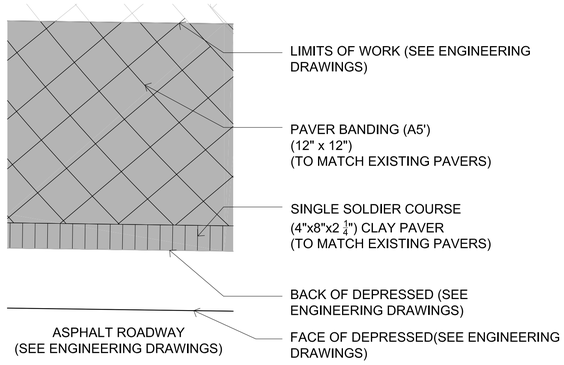
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Furnishing Plan

sheet number
L-05

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MANUFACTURER:
WAUSAU TILE
CONTACT: DOUG HAHN
847.975.2228

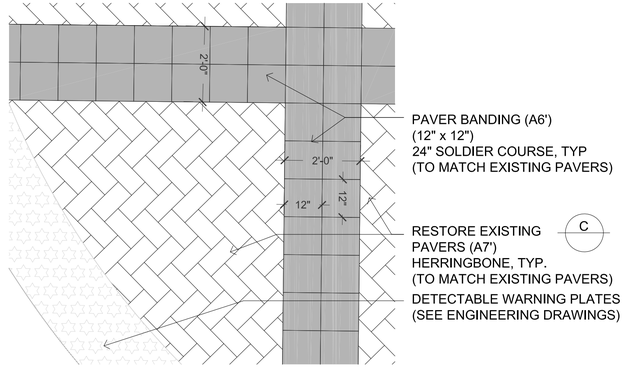
SPECIFICATION:
PRODUCT: CONCRETE PAVER (REUSE OF EXISTING PAVERS)
SIZE: 12"w x 12"d x 2 $\frac{1}{4}$" ht.
MATERIAL: CONCRETE
COLORS: WAUSAU 4 COLOR BLEND



A RESTORE EXISTING PAVERS ('A5')
SCALE: 1" = 2'-0"

MANUFACTURER:
WAUSAU TILE
CONTACT: DOUG HAHN
847.975.2228

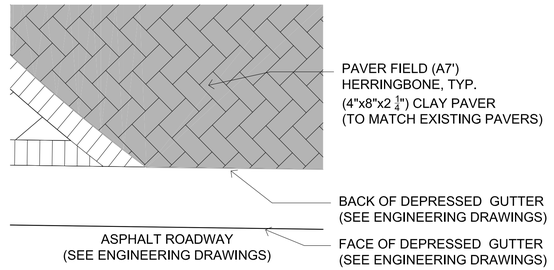
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PRODUCT: CONCRETE PAVER (REUSE OF EXISTING PAVERS)
SIZE: 12"w x 12"d x 2 $\frac{1}{4}$" ht.
MATERIAL: CONCRETE
COLORS: WAUSAU 4 COLOR BLEND



B RESTORE EXISITING PAVER BANDING ('A6')
SCALE: 1" = 2'-0"

MANUFACTURER:
PINE HALL BRICK CO
2701 SHOREFAIR DRIVE
WINSTON-SALEM, NC 271166

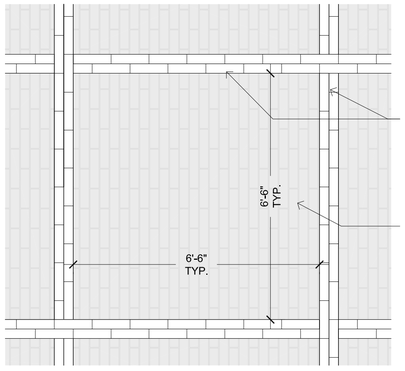
SPECIFICATION:
PRODUCT: CLAY PAVER (REUSE OF EXISTING PAVERS)
SIZE: 4" X 8" X 2 $\frac{1}{4}$"
COLORS: EVANSTON MIX



C RESTORE EXISTING PAVERS (HERRINGBONE) ('A7')
SCALE: 1" = 2'-0"

MANUFACTURER:
UNILOCK CHICAGO
OR APPROVED EQUAL
301 E. SULLIVAN RD.
AURORA , IL 60505
CONTACT: JASON PRIETO

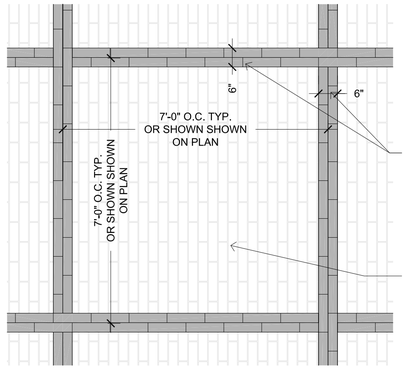
SPECIFICATION:
PRODUCT: ECO-PROMENADE (PERMEABLE)
**AT VAULT LOCATIONS PAVERS SHALL BE NON-PERMEABLE
SIZE: 3"w x 12"d x 4" ht.
MATERIAL: CONCRETE
FINISH: PREMIER, UMBRIANO
COLORS: PAVER FIELD ('B1') WINTER MARVEL (75%) AND SSOO88 (25%)



D PAVING, PERMEABLE PRECAST CONCRETE PAVER UNITS ('B1')
SCALE: 1" = 2'-0"

MANUFACTURER:
UNILOCK CHICAGO
OR APPROVED EQUAL
301 E. SULLIVAN RD.
AURORA , IL 60505
CONTACT: JASON PRIETO

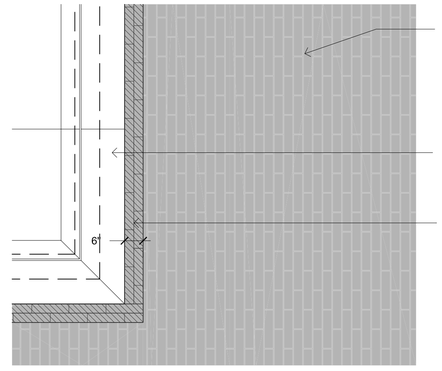
SPECIFICATION:
PRODUCT: ECO-PROMENADE (PERMEABLE)
**AT VAULT LOCATIONS PAVERS SHALL BE NON-PERMEABLE
SIZE: 3"w x 12"d x 4" ht.
MATERIAL: CONCRETE
FINISH: UMBRIANO
COLORS: MIDNIGHT SKY



E PAVING, PERMEABLE PRECAST CONCRETE PAVER UNITS ('B2')
SCALE: 1" = 2'-0"

MANUFACTURER:
UNILOCK CHICAGO
OR APPROVED EQUAL
301 E. SULLIVAN RD.
AURORA , IL 60505
CONTACT: JASON PRIETO

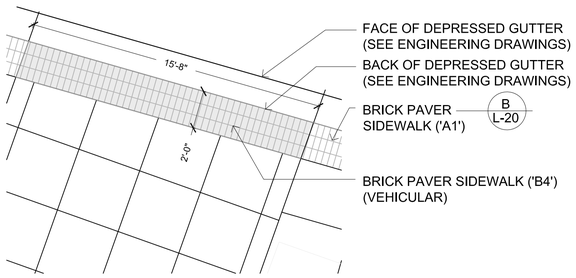
SPECIFICATION:
PRODUCT: ECO-PROMENADE (PERMEABLE)
SIZE: 3"w x 12"d x 4" ht.
MATERIAL: CONCRETE
FINISH: UMBRIANO
COLORS: DOUBLE PAVER BAND: MIDNIGHT SKY
PAVER FIELD ('B3'): MIDNIGHT SKY



F PAVING, PERMEABLE PRECAST CONCRETE PAVER UNITS ('B3')
SCALE: 1" = 2'-0"

MANUFACTURER:
PINE HALL BRICK CO
2701 SHOREFAIR DRIVE
WINSTON-SALEM, NC 271166

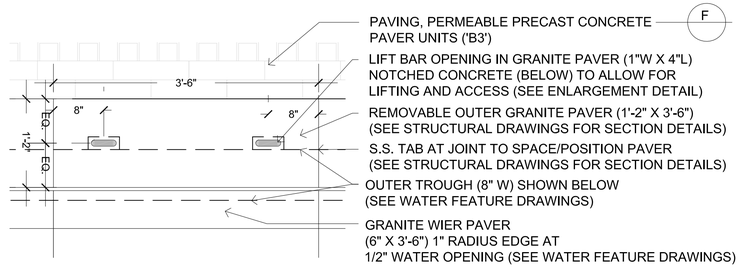
SPECIFICATION:
PRODUCT: CLAY PAVER (PERMEABLE)
SIZE: 4" X 8" X 2 $\frac{3}{4}$"
COLORS: EVANSTON MIX



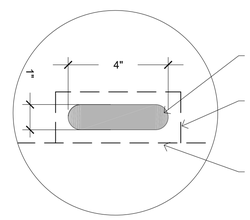
G BRICK PAVER SIDEWALK - VEHICULAR ('B4')
SCALE: 1" = 4'-0"

MANUFACTURER:
COLDSPRING

SPECIFICATION:
PRODUCT: GRANITE PAVER
SIZE: 1'-2" X 3'-6" X 2 1/2"
COLORS: MESABI BLACK



H REMOVABLE OUTER GRANITE PAVER ('B5')
SCALE: 1" = 1'-0"



ENLARGEMENT DETAIL

PRIOR TO FABRICATION, LIFT BAR OPENINGS SHALL BE COORDINATED WITH STRUCTURAL FOR NOTCHED CONCRETE ACCESS

NOTE: FOR ALL PAVING SECTION DETAILS (SEE ENGINEEING DRAWINGS)

THIS SHEET IDENTIFIES PAVING PATTERNS USED THROUGHOUT THE PROJECT. REFER TO PLAN FOR LOCATIONS OF VAULTED SIDEWALKS AND NON PERMEABLE PAVERS.

PRIOR TO CONSTRUCTION CONTRACTOR TO VERIFY ALL DIMENSIONS. DIMENSIONS ARE FOR REFERENCE ONLY NOT FOR CONSTRUCTION

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client / owner
City of Evanston

project name
FOUNTAIN SQUARE RENOVATIONS

project address
FOUNTAIN SQUARE PLAZA
700 Davis Street
Evanston, Illinois 60201

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owner
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landscape architect of record
TESKA ASSOCIATES, INC.
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p 847.869.2015 f 847.869.2059

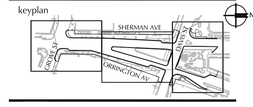
Fountain Consultant
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p 416.252.7001

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CONSTRUCTION SET
03.28.2017

issue / revision	date	description
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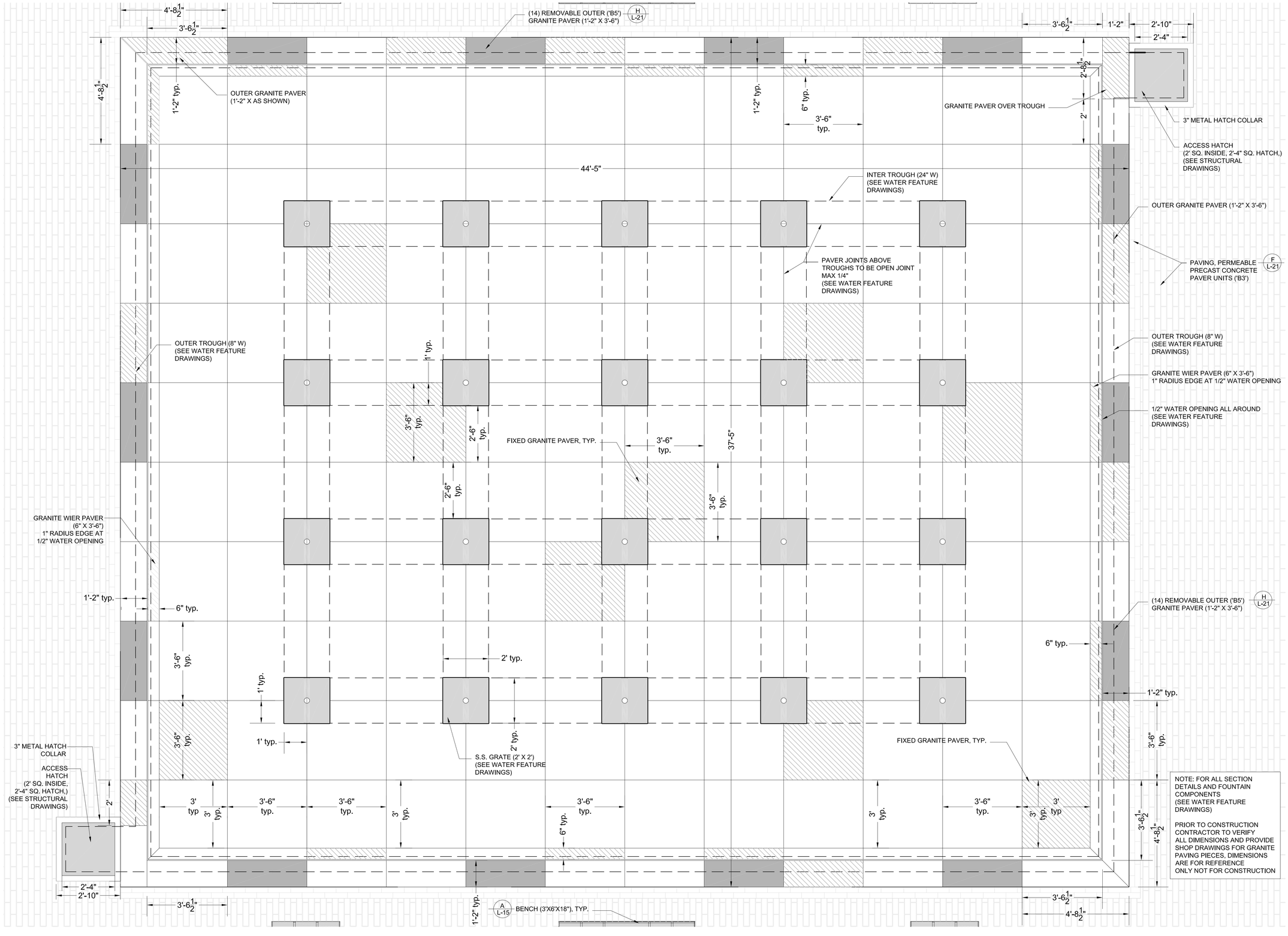
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issue date 01.19.2017

sheet name
Paving Pattern Details

sheet number
L-21

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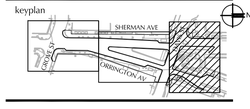
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The Waterworx Co.
2300 Yonge Street, Suite 1600
Toronto, Ontario, Canada M4P 1C4
p 416.252.7001

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CONSTRUCTION SET
03.28.2017

issue / revision	date	description
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issue date
01.19.2017

sheet name
Water Feature Paving Plan

sheet number
L-22

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LIST OF DRAWINGS

F-1	KEY PLAN WITH BASIC SERVICES.
F-2	WATER FEATURE PLAN
F-3	WATER FEATURE PLAN – FINISHES REMOVED
F-4	EQUIPMENT ROOM PLAN
F-5	WATER FEATURE SECTIONS
F-6	WATER FEATURE SECTIONS AND DETAILS
F-7	WATER FEATURE PROCESS FLOW DIAGRAMS
F-8	WATER FEATURE PROCESS FLOW DIAGRAMS
F-9	WATER FEATURE EQUIPMENT LIST

THE SOURCE OF BASE INFORMATION

BASE INFORMATION FOR THE WATERWORX CO. LTD. DRAWINGS WAS TAKEN FROM:
1) ELECTRONIC FILES SUPPLIED BY TESKA ASSOCIATES INC. AS FOLLOWS:

RECEIVED ON DEC 11TH 2016.

NOTES

1. WATER FEATURE DRAWINGS F-1 THROUGH F-9 TO BE READ IN CONJUNCTION WITH ARCHITECTURAL, LANDSCAPE AND STRUCTURAL DRAWINGS.

2. CONTRACTOR AND ALL SUB-TRADES ARE RESPONSIBLE TO BE FAMILIAR AND COMPLY WITH ALL ITEMS NOTED IN SEPARATE SPECIFICATIONS. FAILURE TO DO SO WILL RESULT IN CONTRACTOR CORRECTING ANY DEFICIENCY AT THEIR OWN EXPENSE.

3. OVERALL LAYOUT DIMENSIONS OF THE WATER FEATURE ARE TO BE AS SHOWN ON ARCHITECTURAL DRAWINGS. ALL DIMENSIONS TO BE FIELD VERIFIED.

4. ALL LABOR AND MATERIALS WILL BE FURNISHED BY THE CONTRACTOR UNLESS OTHERWISE NOTED.

5. SPECIALTY ITEMS TO BE FURNISHED ARE INDICATED ON THE PARTS LIST SHOWN ON DRAWING F-9.

6. ALL WATER FEATURE HARDWARE TO BE STAINLESS STEEL UNLESS OTHERWISE NOTED.

7. ACTUAL COLORS AND/OR FINISH MATERIALS SHALL BE SELECTED AND APPROVED BY THE OWNER.

8. POOLS AND ADJACENT CONCRETE WALLS ARE TO BE WATERPROOFED AS REQUIRED BY THE STRUCTURAL ENGINEER.

NOTES

9. COORDINATE INSTALLATION OF COMPONENTS WITH WATERPROOFING INSTALLER. INSTALL AS PER WATERPROOFING MANUFACTURER'S RECOMMENDATIONS.

10. MECHANICAL ROOM ENCLOSURE AS PER STRUCTURAL DRAWINGS.

11. CONCRETE WALLS, CONCRETE FLOORS AND FIBERGLAS REINFORCED PLASTIC COMPONENTS INCLUDING HARDWARE ARE TO BE IN ACCORDANCE WITH THE STRUCTURAL ENGINEER'S REQUIREMENTS.

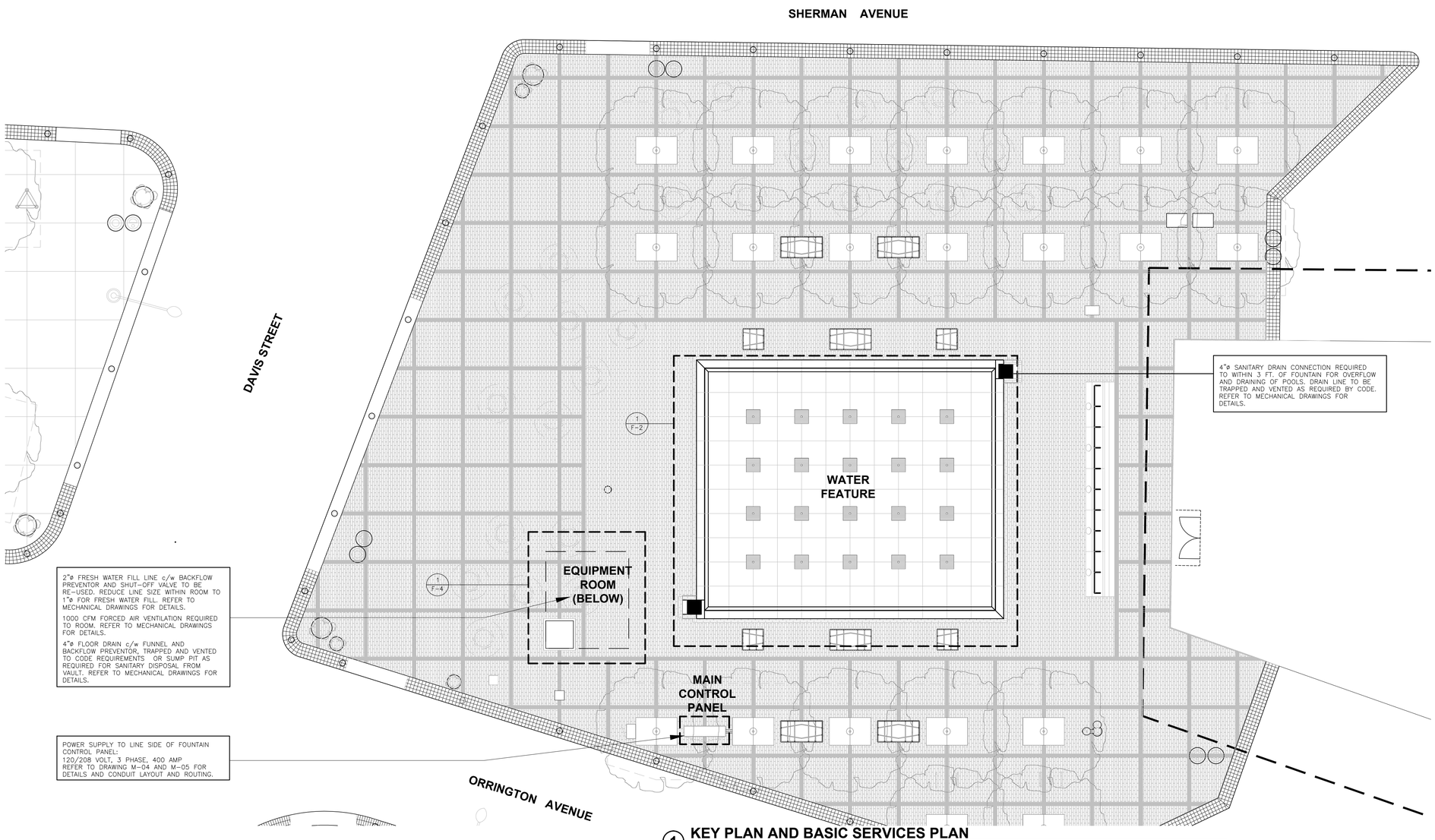
12. CHLORINE WILL BE USED TO TREAT THE WATER WITHIN THE FEATURE.

13. FOR CONCRETE EQUIPMENT ROOM, POOL WALLS, SLAB, AND PAVER SUPPORTS SEE STRUCTURAL DRAWINGS.

14. FOR PAVING AND PAVER DETAILS SEE LANDSCAPE DRAWINGS.

15. ELECTRICAL CONTRACTOR SHALL CONNECT ALL CIRCUITS FEEDING PUMPS, LIGHTS, CONTROLS, ETC. TO GROUND FAULT INTERRUPTING TYPE CIRCUIT BREAKER.

16. ELECTRICAL CONTRACTOR SHALL BOND WIRE BONDING STRAPS ALL TERMINATION, JUNCTION BOXES, LIGHT FIXTURE HOUSINGS, PUMPS, EQUIPMENT, ETC. AS PER N.E.C. ARTICLE 250.



1 KEY PLAN AND BASIC SERVICES PLAN

SCALE: 1/8" = 1'-0"

CHRISTOPHER B. BURKE ENGINEERING, LTD.
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Engineer
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Rosemont, Illinois 60018
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landscape architect of record
TESKA ASSOCIATES, INC.
627 Grove Street
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p 847.869.2015 f 847.869.2059

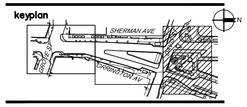
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2300 Yonge Street, Suite 1600
Toronto, Ontario, Canada
M4P 1E4
p 416.252.7001

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5' 0' 10' 20'

CONSTRUCTION SET
03.28.2017

issue / revision	date	description

keyplan

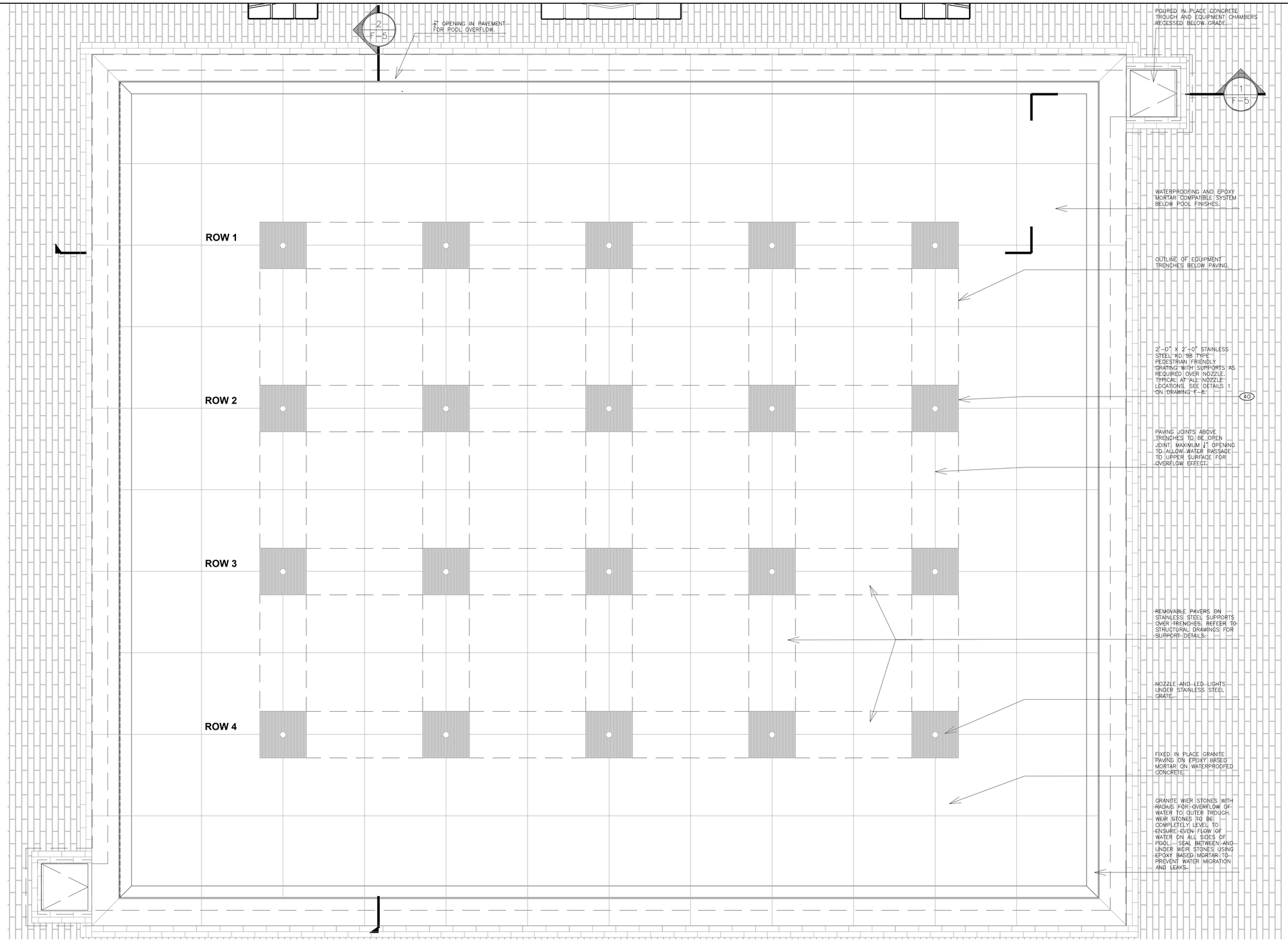


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issue date
1.19.2017

sheet name
KEY PLAN AND BASIC SERVICES

sheet number
F-1



1 **WATER FEATURE PLAN**

SCALE: 1/2" = 1'-0"

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$FILES
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Rosemont, Illinois 60018
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Christopher B. Burke
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landscape architect of record
TESKA ASSOCIATES, INC.
627 Grove Street
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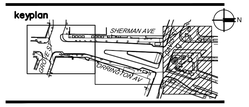
Fountain Consultant
The Waterworx Co.
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Toronto, Ontario, Canada
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p 416.252.7001

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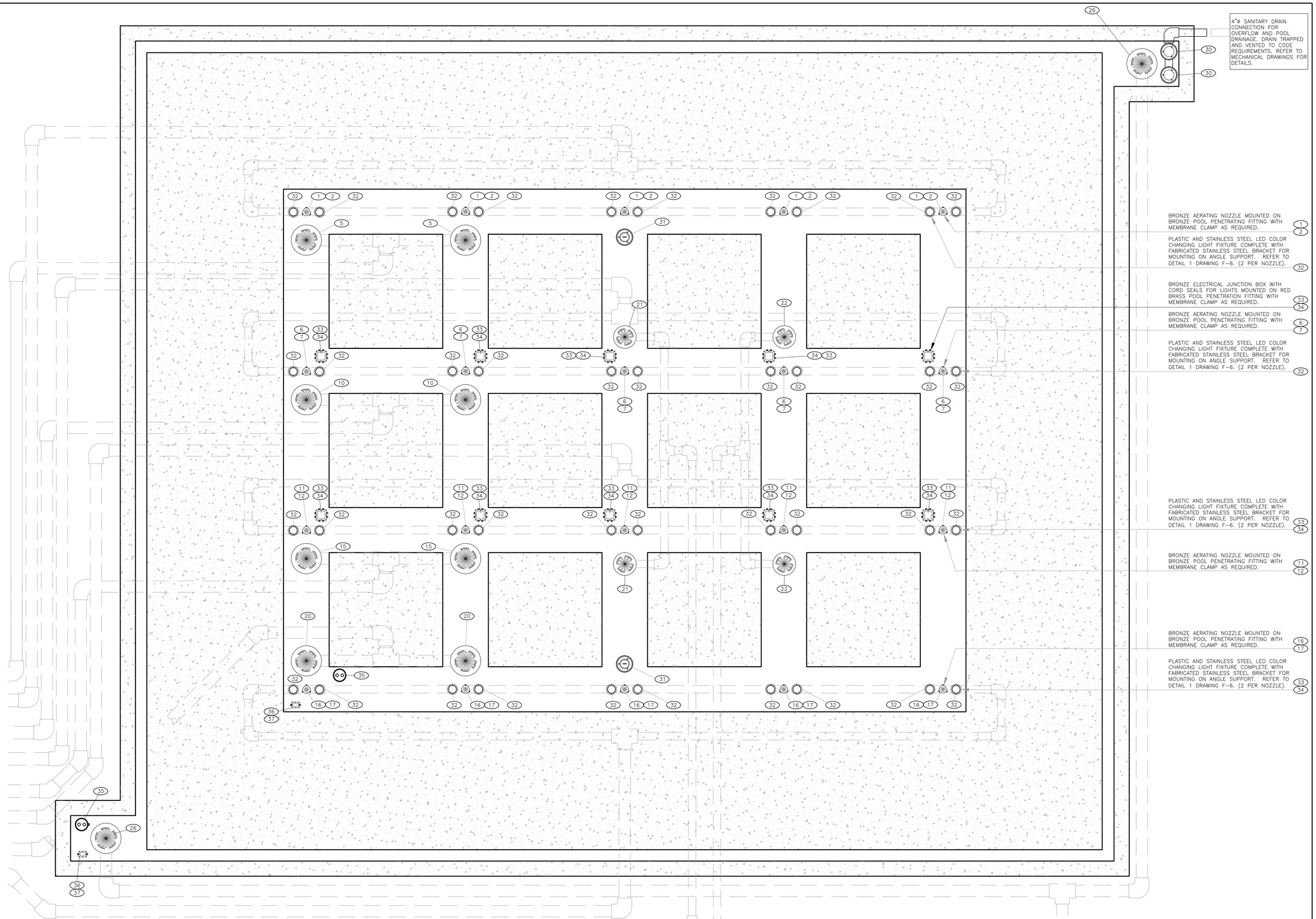


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issue date
1.19.2017

sheet name
WATER FEATURE PLAN

sheet number
F-2



1 **WATER FEATURE PLAN - PAVERS REMOVED**
SCALE: 1/2" = 1'-0"

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project name
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project address
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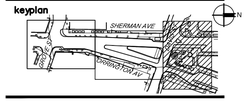
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issue date
1.19.2017

sheet name
WATER FEATURE PLAN - FINISHES REMOVED

sheet number
F-3

NOTES:

1. THIS DRAWING REPRESENTS DESIGN INTENT FOR LAYOUT OF EQUIPMENT. READ IN CONJUNCTION WITH PROCESS FLOW DIAGRAMS FOR PIPEWORK AND VALVE CONNECTIONS AND LOCATIONS FOR EACH SYSTEM.

2. REFER TO ELECTRICAL PROCESS FLOW DIAGRAMS FOR CONDUIT AND WIRING REQUIREMENTS TO EQUIPMENT LOCATED IN ROOM.

3. REFER TO PROCESS FLOW DIAGRAMS FOR CONNECTION POINTS OF WATER FILL SYSTEMS.

4. REFER TO MECHANICAL DRAWINGS M-04, M-05 AND M-06 FOR ELECTRICAL CONDUIT LAYOUT AND ROUTING.

4" HIGH HOUSEKEEPING PAD AS REQUIRED FOR EQUIPMENT.

CONNECT TO EXISTING 2"ø FRESH WATER FILL LINE COMPLETE WITH BACKFLOW PREVENTOR AND SHUTOFF VALVE. REDUCE TO 1" FILL LINE AS REQUIRED. REFER TO MECHANICAL DRAWINGS FOR DETAILS.

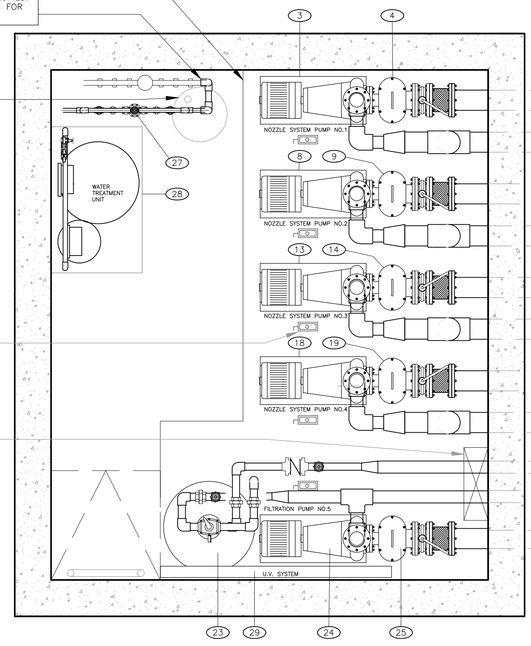
SUMP PIT WITH PUMPS AS REQUIRED. REFER TO MECHANICAL DRAWINGS FOR DETAILS.

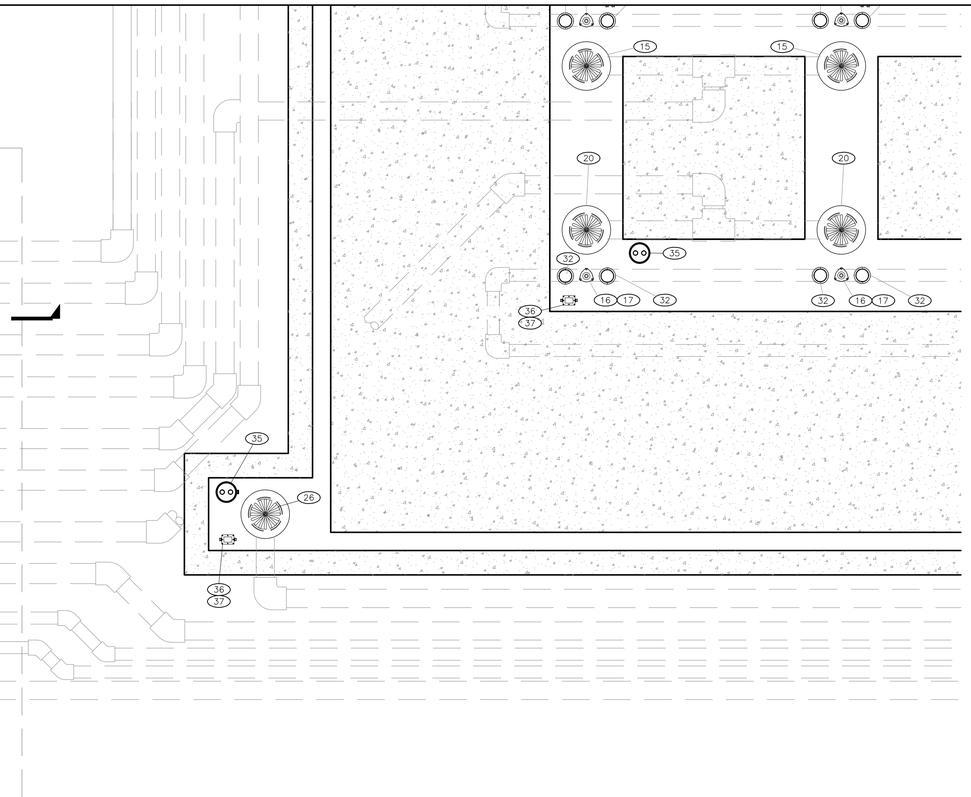
2 / F-4

1000 CFM FORCED AIR VENTILATION REQUIRED TO EQUIPMENT ROOM. REFER TO MECHANICAL DRAWINGS FOR DETAILS.

PROVIDE LOCAL DISCONNECT FOR EACH PUMP (5 TOTAL) WITH CONDUIT AND WIRING AS OUTLINED ON DRAWINGS M-04, M-05 AND F-8.

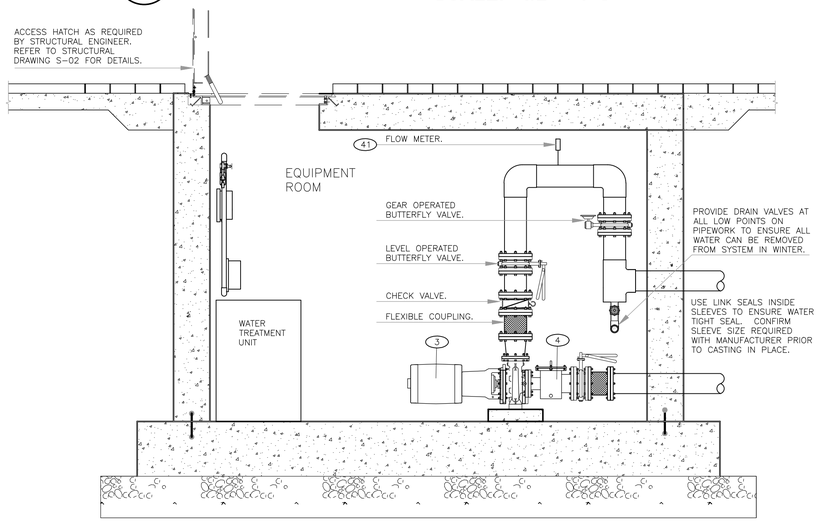
JUNCTION BOX MOUNTED ON WALL FOR POWER DISTRIBUTION INSIDE ROOM FROM MAIN CONTROL PANEL. REFER TO M-04 FOR DETAILS. PROVIDE CONDUIT AND WIRING AS OUTLINED ON DRAWINGS M-04, M-05 AND F-8.





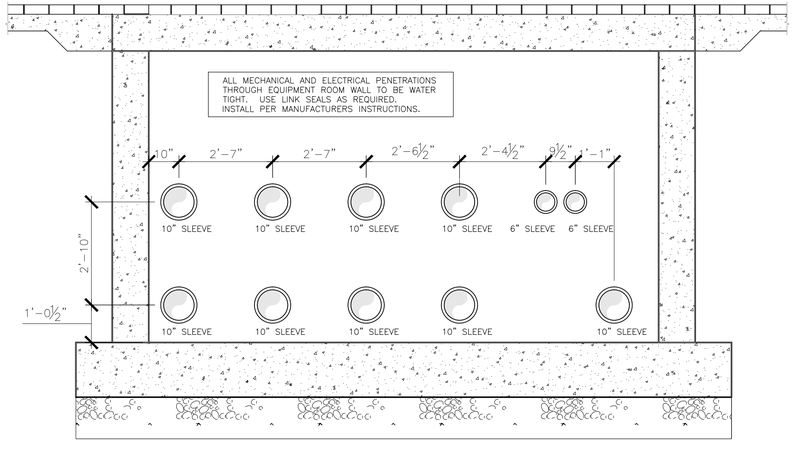
1 EQUIPMENT ROOM PLAN

SCALE: 1/2" = 1'-0"



2 EQUIPMENT ROOM SECTION

SCALE: 1/2" = 1'-0"



3 WALL SLEEVE ELEVATION

SCALE: 1/2" = 1'-0"

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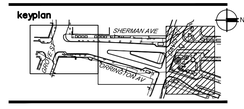
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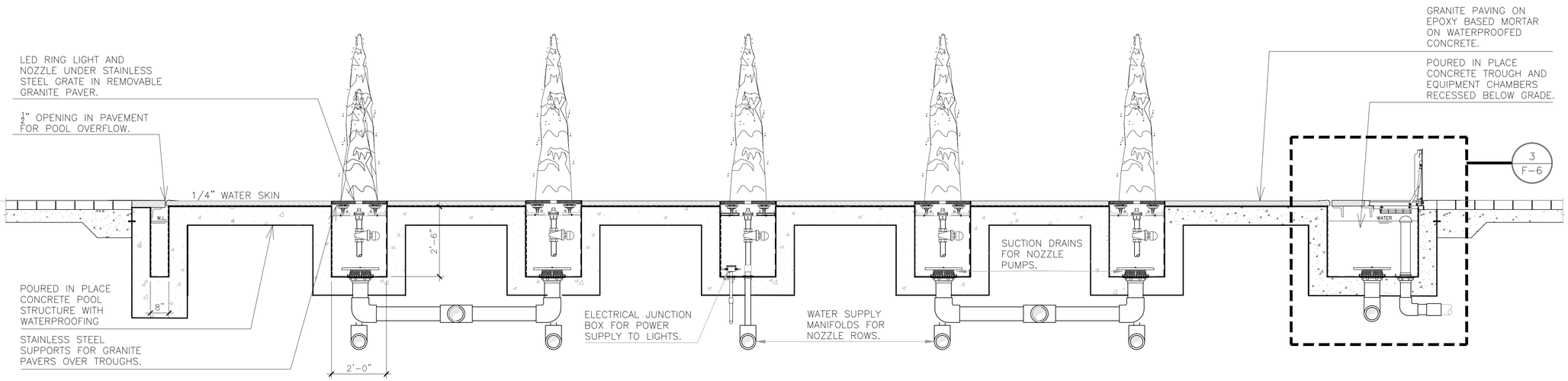
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sheet name
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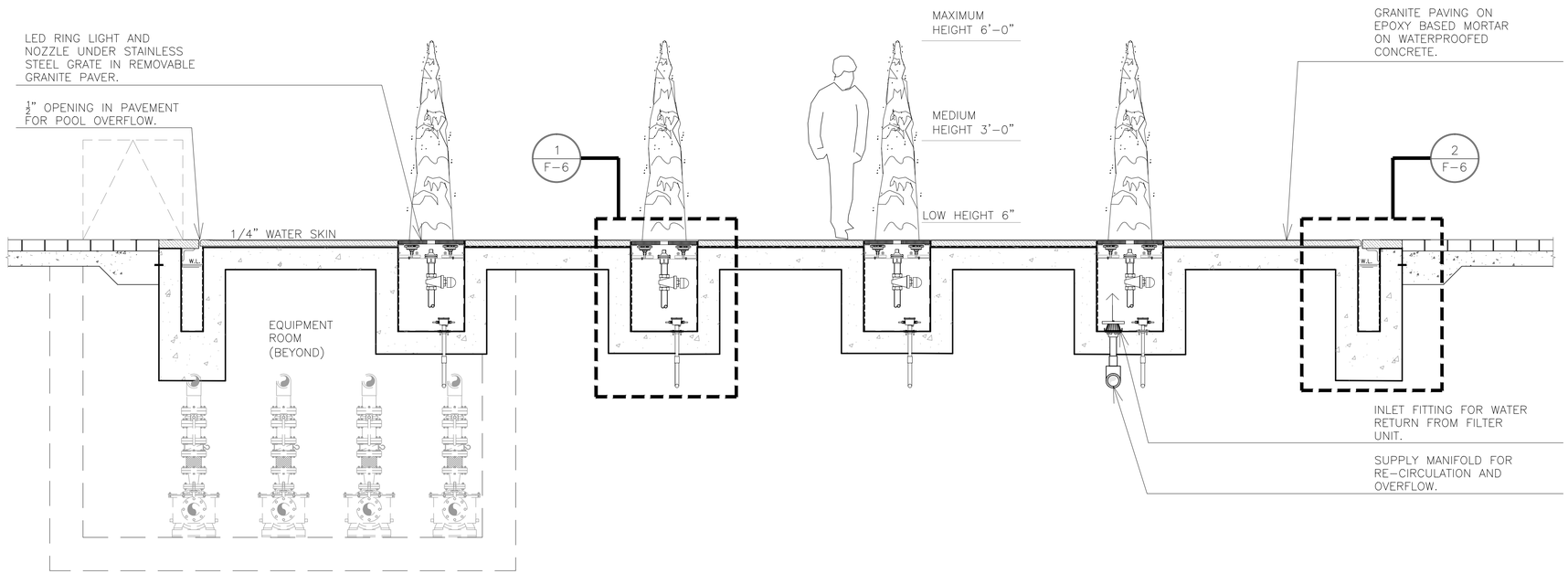
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1 WATER FEATURE SECTION

SCALE: 1/2" = 1'-0"



2 WATER FEATURE SECTION

SCALE: 1/2" = 1'-0"

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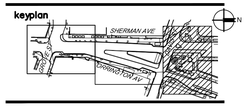
Fountain Consultant
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p 416.252.7001

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CONSTRUCTION SET
03.28.2017

issue / revision	date	description

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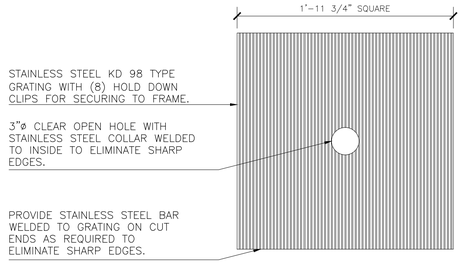
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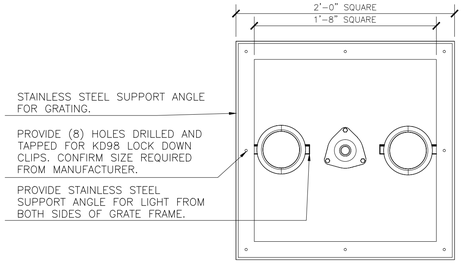
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WATER FEATURE SECTIONS AND DETAILS

sheet number
F-5

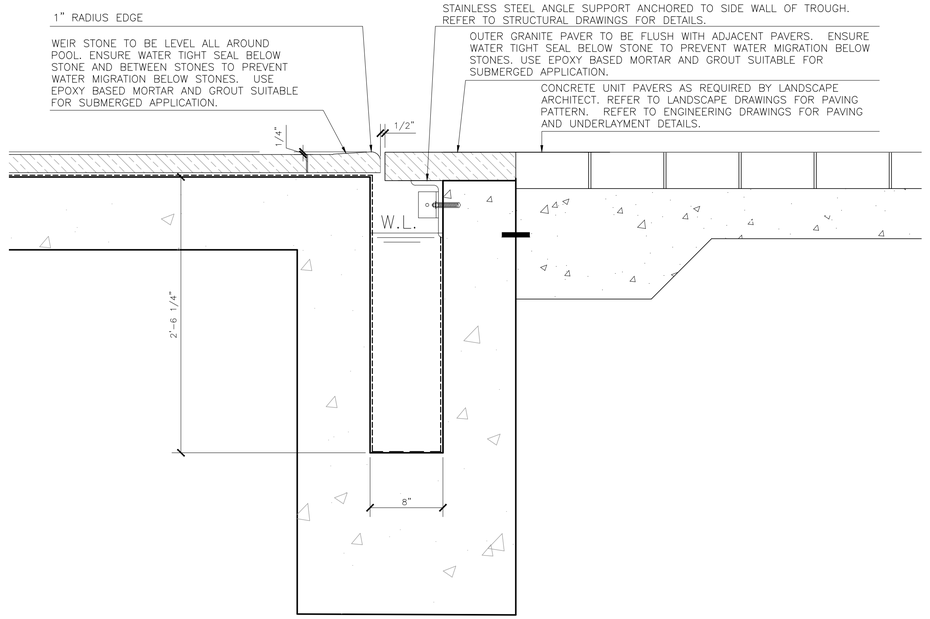
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GRATING DETAIL – ITEM 40

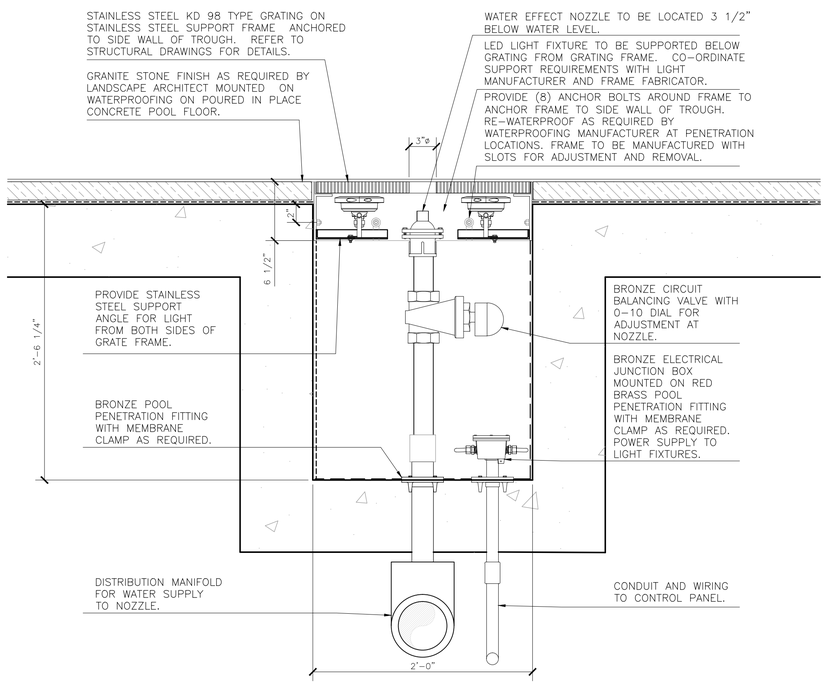


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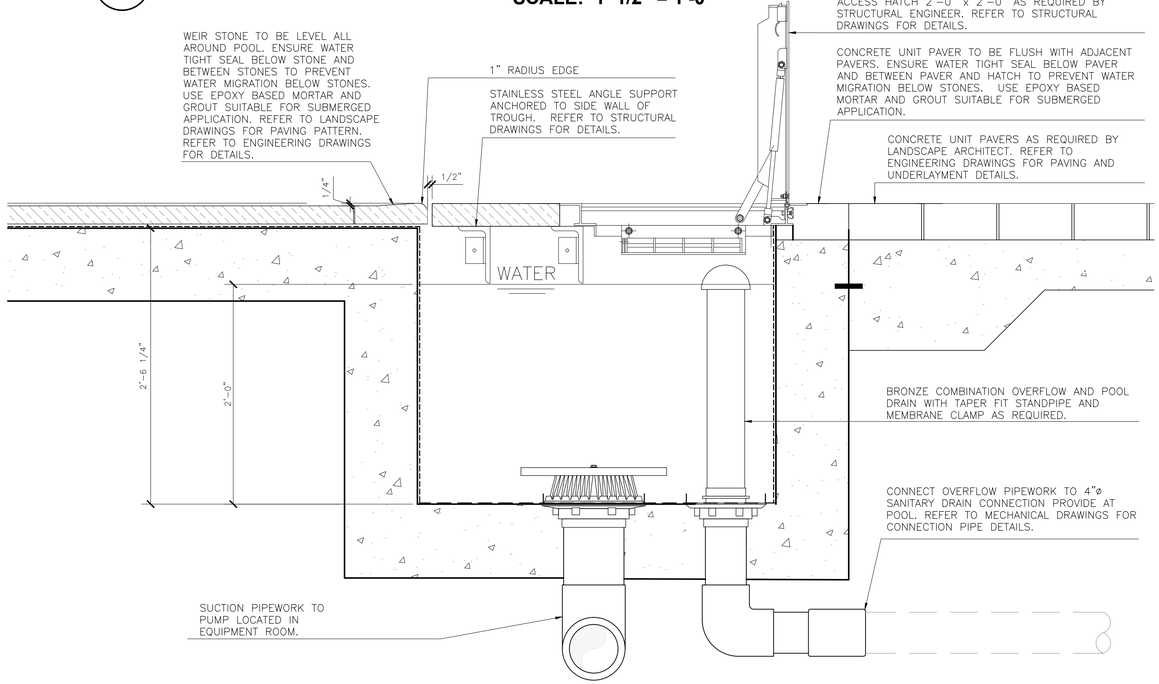
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1 SECTION AT NOZZLE

SCALE: 1 1/2" = 1'-0"



3 SECTION AT SUCTION PIT

SCALE: 1 1/2" = 1'-0"

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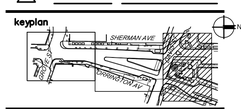
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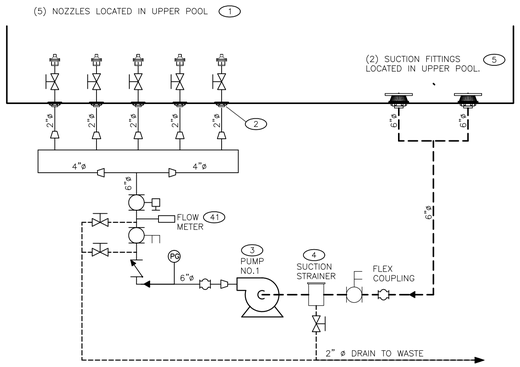
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sheet name
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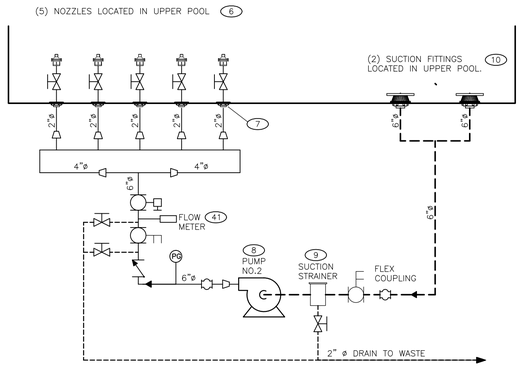
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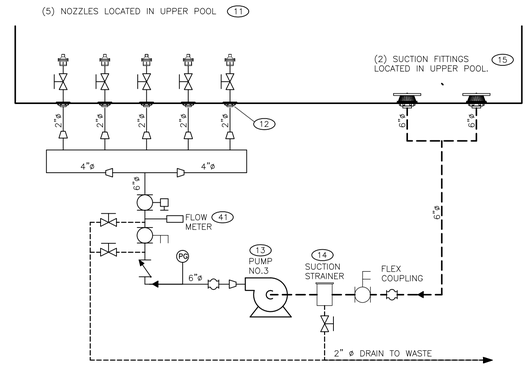
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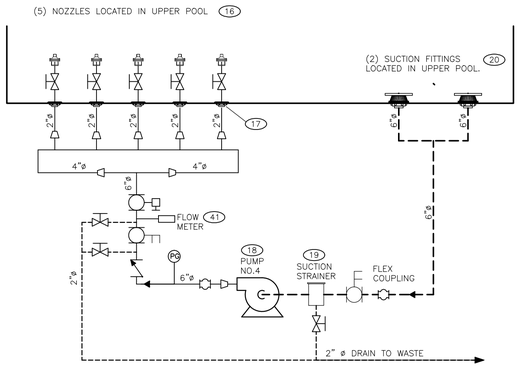
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SCALE: N.T.S.



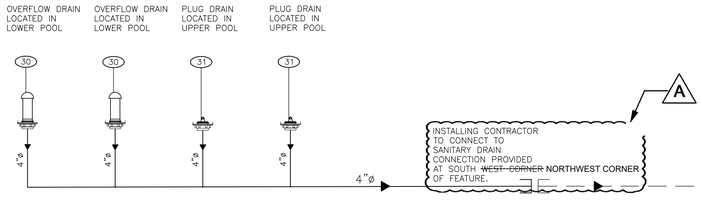
3 NOZZLE SYSTEM NO.3

SCALE: N.T.S.



1 NOZZLE SYSTEM NO.4

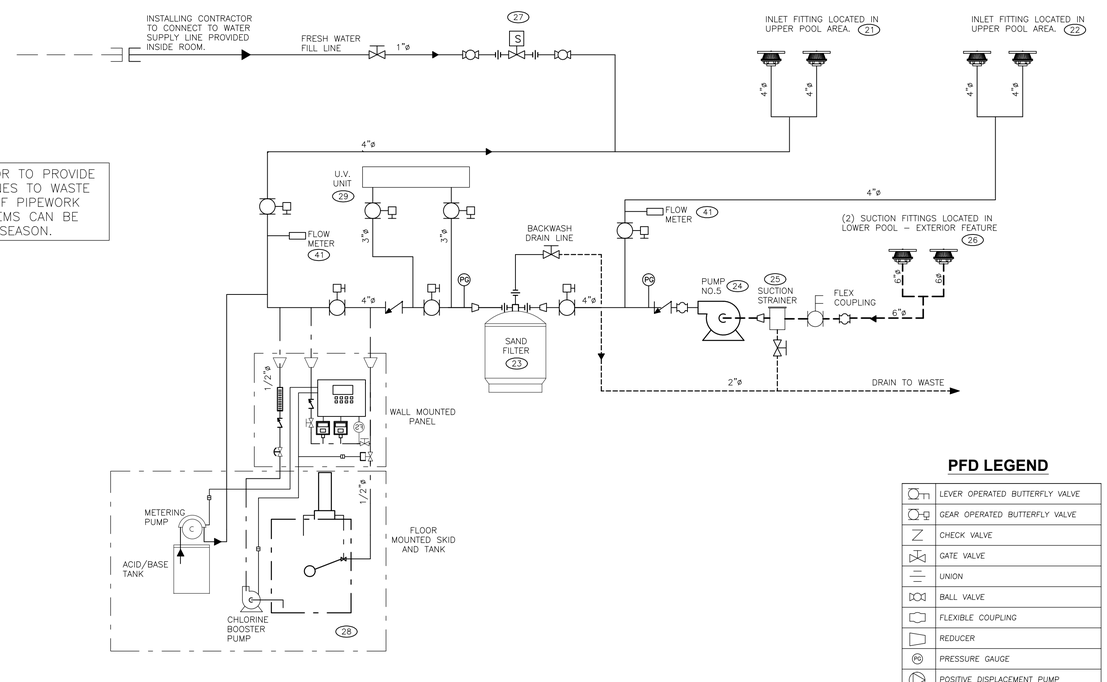
SCALE: N.T.S.



5 OVERFLOW AND DRAIN SYSTEM

SCALE: N.T.S.

INSTALLING CONTRACTOR TO PROVIDE DRAIN VALVES AND LINES TO WASTE AT ALL LOW POINTS OF PIPEWORK TO ENSURE ALL SYSTEMS CAN BE DRAINED FOR WINTER SEASON.



4 FILTRATION SYSTEM

SCALE: N.T.S.

PFD LEGEND

	LEVER OPERATED BUTTERFLY VALVE
	GEAR OPERATED BUTTERFLY VALVE
	CHECK VALVE
	GATE VALVE
	UNION
	BALL VALVE
	FLEXIBLE COUPLING
	REDUCER
PG	PRESSURE GAUGE
	POSITIVE DISPLACEMENT PUMP
	GLOBE VALVE

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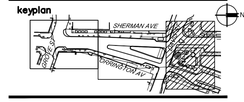
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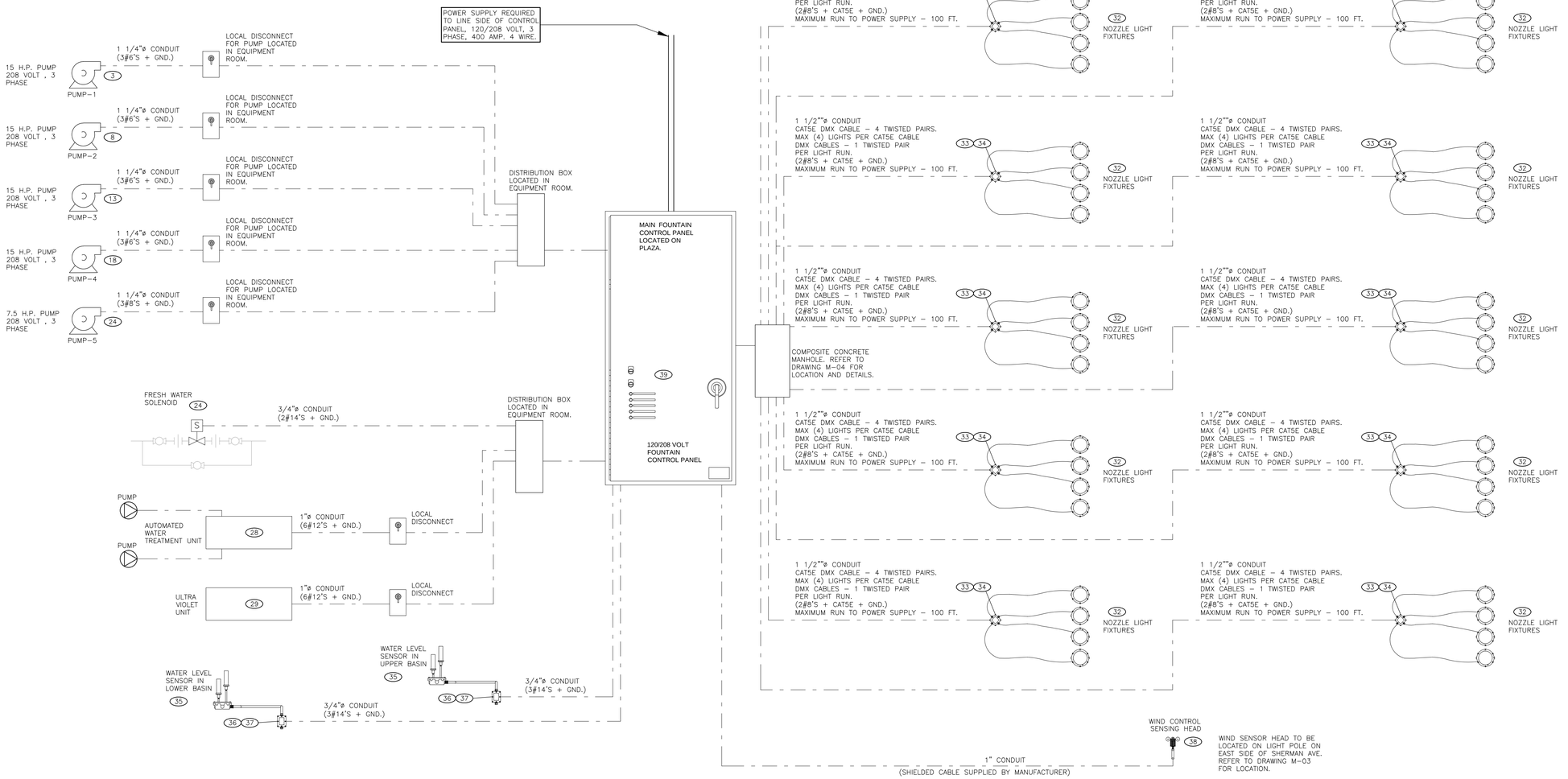
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sheet name
WATER FEATURE PROCESS FLOW DIAGRAMS

sheet number
F-7

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NOTE:
1. REFER TO DRAWING M-04 AND M-05 FOR CONDUIT ROUTING AND LAYOUT AND LOCATION OF PUMP DISCONNECT INSIDE EQUIPMENT ROOM.
2. REFER TO DRAWING M-03 FOR LOCATION OF WIND SENSOR HEAD.



1 ELECTRICAL SYSTEM
SCALE: N.T.S.

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SFILES
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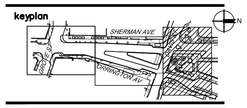
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issue date
1.19.2017

sheet name
WATER FEATURE PROCESS FLOW DIAGRAMS

sheet number
F-8

QTY.	PARTS DESCRIPTION	ITEM NUMBER
10	CAST BRONZE AERATING NOZZLES WITH INTEGRAL BALL SWIVEL. (2" N.P.T.) DEFO SERIES NWE-200SP. PROVIDE (5) FOR INSTALLATION AND (5) FOR ATTIC STOCK.	1
5	BRONZE POOL PENETRATING FITTING WITH MEMBRANE CLAMP AS REQUIRED (2" N.P.T.). DEFO MODEL DTS-200LSP.	2
1	15 H.P. 208 VOLT, 3 PHASE, BASE MOUNTED END SUCTION CENTRIFUGAL PUMP, WITH INTEGRAL STRAINER, RATED FOR A FLOW OF 450 GPM AT NOZZLES. PUMP SUPPLIER TO CONFIRM HEAD REQUIREMENTS BASED ON INSTALLED PIPEWORK AND FITTINGS. (PUMP NO.1). CANEX PUMP TYPE C SERIES.	3
1	STAINLESS STEEL LARGE AREA BASKET STRAINER WITH DRAIN CONNECTION. (6" FLANGES) AND REMOVABLE COVER LID. CANEX TYPE SATS-006.	4
2	BRONZE FOUNTAIN SUCTION FITTING WITH ANTI - VORTEX PLATE, BASKET STRAINER AND MEMBRANE CLAMP AS REQUIRED (6" N.P.T.). DEFO MODEL DSA-600LSP.	5
1	SUCTION AND DISCHARGE PIPEWORK, VALVES AND FITTINGS TO PUMP FROM FOUNTAINS.	
1	FLEXIBLE/ANTI-VIBRATION COUPLING (6"Ø) METRAFLEX SSL SERIES OR APPROVED EQUAL	
1	FLEXIBLE/ANTI-VIBRATION COUPLING (6"Ø) METRAFLEX SSL SERIES OR APPROVED EQUAL	
5	CAST BRONZE AERATING NOZZLES WITH INTEGRAL BALL SWIVEL. (2" N.P.T.) DEFO SERIES NWE-200SP.	6
5	BRONZE POOL PENETRATING FITTING WITH MEMBRANE CLAMP AS REQUIRED (2" N.P.T.). DEFO MODEL DTS-200LSP.	7
1	15 H.P. 208 VOLT, 3 PHASE, BASE MOUNTED END SUCTION CENTRIFUGAL PUMP, WITH INTEGRAL STRAINER, RATED FOR A FLOW OF 450 GPM AT NOZZLES. PUMP SUPPLIER TO CONFIRM HEAD REQUIREMENTS BASED ON INSTALLED PIPEWORK AND FITTINGS. (PUMP NO.2). CANEX PUMP TYPE C SERIES.	8
1	STAINLESS STEEL LARGE AREA BASKET STRAINER WITH DRAIN CONNECTION. (6" FLANGES) AND REMOVABLE COVER LID. CANEX TYPE SATS-006.	9
2	BRONZE FOUNTAIN SUCTION FITTING WITH ANTI - VORTEX PLATE, BASKET STRAINER AND MEMBRANE CLAMP AS REQUIRED (6" N.P.T.). DEFO MODEL DSA-600LSP.	10
1	SUCTION AND DISCHARGE PIPEWORK, VALVES AND FITTINGS TO PUMP FROM FOUNTAINS.	
1	FLEXIBLE/ANTI-VIBRATION COUPLING (6"Ø) METRAFLEX SSL SERIES OR APPROVED EQUAL	
1	FLEXIBLE/ANTI-VIBRATION COUPLING (6"Ø) METRAFLEX SSL SERIES OR APPROVED EQUAL	
5	CAST BRONZE AERATING NOZZLES WITH INTEGRAL BALL SWIVEL. (2" N.P.T.) DEFO SERIES NWE-200SP.	11
5	BRONZE POOL PENETRATING FITTING WITH MEMBRANE CLAMP AS REQUIRED (2" N.P.T.). DEFO MODEL DTS-200LSP.	12
1	15 H.P. 208 VOLT, 3 PHASE, BASE MOUNTED END SUCTION CENTRIFUGAL PUMP, WITH INTEGRAL STRAINER, RATED FOR A FLOW OF 450 GPM AT NOZZLES. PUMP SUPPLIER TO CONFIRM HEAD REQUIREMENTS BASED ON INSTALLED PIPEWORK AND FITTINGS. (PUMP NO.3). CANEX PUMP TYPE C SERIES.	13
1	STAINLESS STEEL LARGE AREA BASKET STRAINER WITH DRAIN CONNECTION. (6" FLANGES) AND REMOVABLE COVER LID. CANEX TYPE SATS-006.	14
2	BRONZE FOUNTAIN SUCTION FITTING WITH ANTI - VORTEX PLATE, BASKET STRAINER AND MEMBRANE CLAMP AS REQUIRED (6" N.P.T.). DEFO MODEL DSA-600LSP.	15
1	SUCTION AND DISCHARGE PIPEWORK, VALVES AND FITTINGS TO PUMP FROM FOUNTAINS.	
1	FLEXIBLE/ANTI-VIBRATION COUPLING (6"Ø) METRAFLEX SSL SERIES OR APPROVED EQUAL	
1	FLEXIBLE/ANTI-VIBRATION COUPLING (6"Ø) METRAFLEX SSL SERIES OR APPROVED EQUAL	
5	CAST BRONZE AERATING NOZZLES WITH INTEGRAL BALL SWIVEL. (2" N.P.T.) DEFO SERIES NWE-200SP.	16
5	BRONZE POOL PENETRATING FITTING WITH MEMBRANE CLAMP AS REQUIRED (2" N.P.T.). DEFO MODEL DTS-200LSP.	17
1	15 H.P. 208 VOLT, 3 PHASE, BASE MOUNTED END SUCTION CENTRIFUGAL PUMP, WITH INTEGRAL STRAINER, RATED FOR A FLOW OF 450 GPM AT NOZZLES. PUMP SUPPLIER TO CONFIRM HEAD REQUIREMENTS BASED ON INSTALLED PIPEWORK AND FITTINGS. (PUMP NO.4). CANEX PUMP TYPE C SERIES.	18
1	STAINLESS STEEL LARGE AREA BASKET STRAINER WITH DRAIN CONNECTION. (6" FLANGES) AND REMOVABLE COVER LID. CANEX TYPE SATS-006.	19
2	BRONZE FOUNTAIN SUCTION FITTING WITH ANTI - VORTEX PLATE, BASKET STRAINER AND MEMBRANE CLAMP AS REQUIRED (6" N.P.T.). DEFO MODEL DSA-600LSP.	20
1	SUCTION AND DISCHARGE PIPEWORK, VALVES AND FITTINGS TO PUMP FROM FOUNTAINS.	
1	FLEXIBLE/ANTI-VIBRATION COUPLING (6"Ø) METRAFLEX SSL SERIES OR APPROVED EQUAL	
1	FLEXIBLE/ANTI-VIBRATION COUPLING (6"Ø) METRAFLEX SSL SERIES OR APPROVED EQUAL	

QTY.	PARTS DESCRIPTION	ITEM NUMBER
2	BRONZE FOUNTAIN INLET FITTING WITH ANTI - VORTEX PLATE, BASKET STRAINER AND MEMBRANE CLAMP AS REQUIRED (4" N.P.T.). DEFO MODEL DSA-400LSP.	21
2	BRONZE FOUNTAIN INLET FITTING WITH ANTI - VORTEX PLATE, BASKET STRAINER AND MEMBRANE CLAMP AS REQUIRED (4" N.P.T.). DEFO MODEL DSA-400LSP.	22
1	30" HIGH RATE SAND FILTER, WITH SIX POSITION TOP MOUNTED DIAL VALVE. UNIT COMPLETE WITH SAND AS REQUIRED. WATERWORX MODEL ASF-300SSPT.	23
1	7.5 H.P. 208 VOLT, 3 PHASE, BASE MOUNTED END SUCTION CENTRIFUGAL PUMP, WITH INTEGRAL STRAINER, RATED FOR A FLOW OF 300 GPM AT INLET FITTINGS. PUMP SUPPLIER TO CONFIRM HEAD REQUIREMENTS BASED ON INSTALLED PIPEWORK AND FITTINGS. (PUMP NO.5). CANEX PUMP TYPE C SERIES.	24
1	STAINLESS STEEL LARGE AREA BASKET STRAINER WITH DRAIN CONNECTION. (6" FLANGES) AND REMOVABLE COVER LID. CANEX TYPE SATS-006.	25
2	BRONZE FOUNTAIN SUCTION FITTING WITH ANTI - VORTEX PLATE, BASKET STRAINER AND MEMBRANE CLAMP AS REQUIRED (6" N.P.T.). WATERWORX MODEL SDF-400LSP.	26
1	SUCTION AND DISCHARGE PIPEWORK, VALVES AND FITTINGS TO PUMP FROM FOUNTAINS.	
2	FLEXIBLE/ANTI-VIBRATION COUPLING (4"Ø) METRAFLEX SSL SERIES OR APPROVED EQUAL	
1	1"Ø BRASS SOLENOID FILL VALVE (24 VOLT). ASCO TYPE OR EQUAL.	27
1	SKID MOUNTED AUTOMATED CALCIUM HYPOCHLORITE TABLET CHLORINATOR BASED WATER TREATMENT UNIT INCLUDING 70# CHLORINATOR, FEED FLOW CONTROLS, CALCIUM HYPOCHLORITE SOLUTION TANK, SOLUTION FEED PUMP SIZED TO MATCH WATER FEATURE REQUIREMENTS, CONTROLLED DOSING PUMPS, METERING PUMP, ORP-PH PROBES, BOOSTER PUMP AS REQUIRED, SOLENOID CONTROL VALVE AND CHEMICAL FEEDER TANKS AND CHLORINE MIXING /SOLUTION SYSTEM. SYSTEM COMPLETE WITH WALL MOUNTED WATER TREATMENT CONTROL PANEL WITH PH/ORP CONTROLLER TYPE BECSys3, INTEGRAL SENSOR FLOW CELL WITH FLOW SWITCH AND SAMPLE VALVE, FLOW CONTROLS FOR TABLET CHLORINATOR, INTEGRAL CONTROL OUTPUT FOR CHLORINATOR AND ACID FEED PUMPS. ACID FEED SYSTEM COMPLETE WITH 100 LITRE ACID STORAGE TANKS AND SOLENOID DRIVEN METERING PUMP SUITABLY SIZED TO SYSTEM. VISSERS MODEL VCFS-T3070-XWP-XPX WATER TREATMENT SYSTEM. PROVIDE MANUFACTURERS REPRESENTATIVE FOR COMMISSIONING OF SYSTEM AT TIME OF WATER FEATURE COMMISSIONING.	28
1	ULTRAVIOLET STERILIZATION SYSTEM DESIGNED FOR 50 LPM AT A UV DOSE OF 30 MJ/CM2 AT 95% UVT. UV SYSTEMS TO BE HIGHLY ELECTROPOLISHED, 316L STAINLESS STEEL REACTOR AND ENCLOSURES. LOW PRESSURE AMALGAM LAMPS WITH 254NM, TEFLON BASED UV INTENSITY MONITOR. MODULAR CONTROLLER WITH LED DISPLAY OF REMAINING LAMP LIFE, TOTAL RUNNING HOURS, AND AUDIBLE/VISUAL LAMP FAILURE ALARM. BAYONET STYLE LAMP CONNECTORS. 230V POWER SUPPLY. VISSER LR 6.0 SERIES.	29
1	PIPEWORK, VALVES AND FITTINGS FOR AUTO FILL, WATER TREATMENT AND U.V. SYSTEMS.	
2	BRONZE WALL MOUNTED OVERFLOW DRAINS COMPLETE WITH MEMBRANE CLAMP AND ADJUSTABLE WEIR. (4" N.P.T.). DEFO DOA-400LSP.	30
2	BRONZE POOL PLUG DRAIN COMPLETE WITH MEMBRANE CLAMP AND ADJUSTABLE WEIR. (4" N.P.T.). DEFO DPA-300LSP.	31
40	LED LIGHT FIXTURES 20 WATT, 24 VDC WITH CUSTOM FABRICATED STAINLESS STEEL STAND. LIGHT TO BE COLOR CHANGING TYPE DEFO LED D4D001 SERIES.	32
10	BRONZE ELECTRICAL JUNCTION BOX WITH CORD SEAL FOR LIGHTS. DEFO EBJ-208SP.	33
10	RED BRASS POOL PENETRATION FITTINGS WITH MEMBRANE CLAMP. DEFO EPB-150SP.	34
2	BRONZE DUAL FUNCTION WATER LEVEL SENSOR WITH LOW LEVEL AND OPERATING LEVEL SENSORS COMPLETE WITH STAINLESS STEEL MOUNTING BRACKET. DEFO ESS SERIES.	35
2	BRONZE SUBMERSIBLE JUNCTION BOX WITH CORD SEALS FOR LIGHT FIXTURES. PEM J SERIES, DEFO EBJ SERIES OR APPROVED EQUAL.	36
2	COPPER/BRASS FOUNTAIN PENETRATING FITTING WITH MEMBRANE CLAMP (1" N.P.T.)	37
2	CONDUIT AND WIRING FROM CONTROL PANEL TO WATER LEVEL SENSOR	
1	WIND CONTROL UNIT WITH PANEL AND SENSOR AND 300 FT. OF SHIELDED CABLE. CONTROL PANEL HOUSING TO BE PLASTIC NEMA 4X RATED WITH LCD DISPLAY, ADJUSTABLE WIND SET POINTS, MULTI MODE OPERATION, DUAL SENSOR CAPABILITY, CONTROLS FOR UP TO 4 RELAYS AND MEMORY BACKUP. WIND ANEMOMETER SHALL HAVE PLASTIC SENSING HEAD, RUBBER BOOT ENCLOSURE AND COPPER AND ALUMINUM STEM. 120 VOLT POWER SUPPLY.	38
1	CONDUIT AND WIRING FOR PUMPS, LIGHTS AND WIND SENSOR.	
1	FOUNTAIN ELECTRICAL CONTROL PANEL MOUNTED IN A NEMA 3R DOUBLE DOOR ENCLOSURE MODEL BEL HDM SERIES HDM6061Z CONSTRUCTED OF ALUMINUM AND PAINTED BLACK AS REQUIRED BY OWNER. CONTROL PANEL TO BE COMPLETE WITH HORNER TYPE CONTROLLER, FUSED DISCONNECTS, VARIABLE FREQUENCY DRIVES FOR ARCHING NOZZLE PUMP, CONNECTOR BLOCKS, MOTOR STARTERS AND ASSOCIATED OVERLOADS AND CONTROLS, INPUTS/OUTPUTS AND ALL REQUIRED GFCI PROTECTION PER NEC CODE WITH SPARE I/O PORTS, UNIT MUST BE CAPABLE OF COMMUNICATION WITH THE OWNERS BACNET CONTROLLER THROUGH BACNET IP CABLING BETWEEN CONTROL PANEL AND BAS CONTROLS, WIND CONTROLS PROVIDE PROGRAMMING CONTROLS FOR FEATURE WITH 2 DAYS OF ON SITE PROGRAMMING AS REQUIRED BY WATER FEATURE CONSULTANT AND OWNERS REPRESENTATIVE. E.A. ELECTRIC SERIES W20045-15 ELECTRIC CONTROL PANEL.	39
20	STAINLESS STEEL GRATING AND FRAME FOR NOZZLE AS OUTLINED ON DRAWING F-6 DETAIL 1. GRATING TO SIT FLUSH WITH FINISHED PAVING. SHIM SUPPORTS AS REQUIRED. REFER TO STRUCTURAL DRAWINGS FOR STRUCTURAL SUPPORTS FOR FRAME. PROVIDE 1/4" STAINLESS STEEL NON-SLIP PLATE FOR WINTER INSTALLATION TO REPLACE GRATING. PLATE TO HAVE STANDOFF AS REQUIRED TO ENSURE FLUSH FINISH WITH PAVING.	40
6	BLUE AND WHITE SERIES F-300 FLOW METERS FOR ISCHARGE OF EACH PUMP. PROVIDE TWO FLOW METERS ON DISCHARGE OF FILTRATION PUMP AS OUTLINED ON PROCESS FLOW DIAGRAMS.	41

ALL EQUIPMENT LISTED ON THIS SHEET AND REFERENCED IN THE SPECIFICATION IS TO BE SUPPLIED AND INSTALLED BY THE CONTRACTOR AND SHALL BE INCLUDED IN THE COST OF THE CONTRACT.

1 EQUIPMENT LIST
SCALE: N.T.S.

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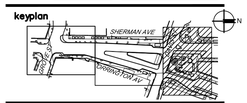
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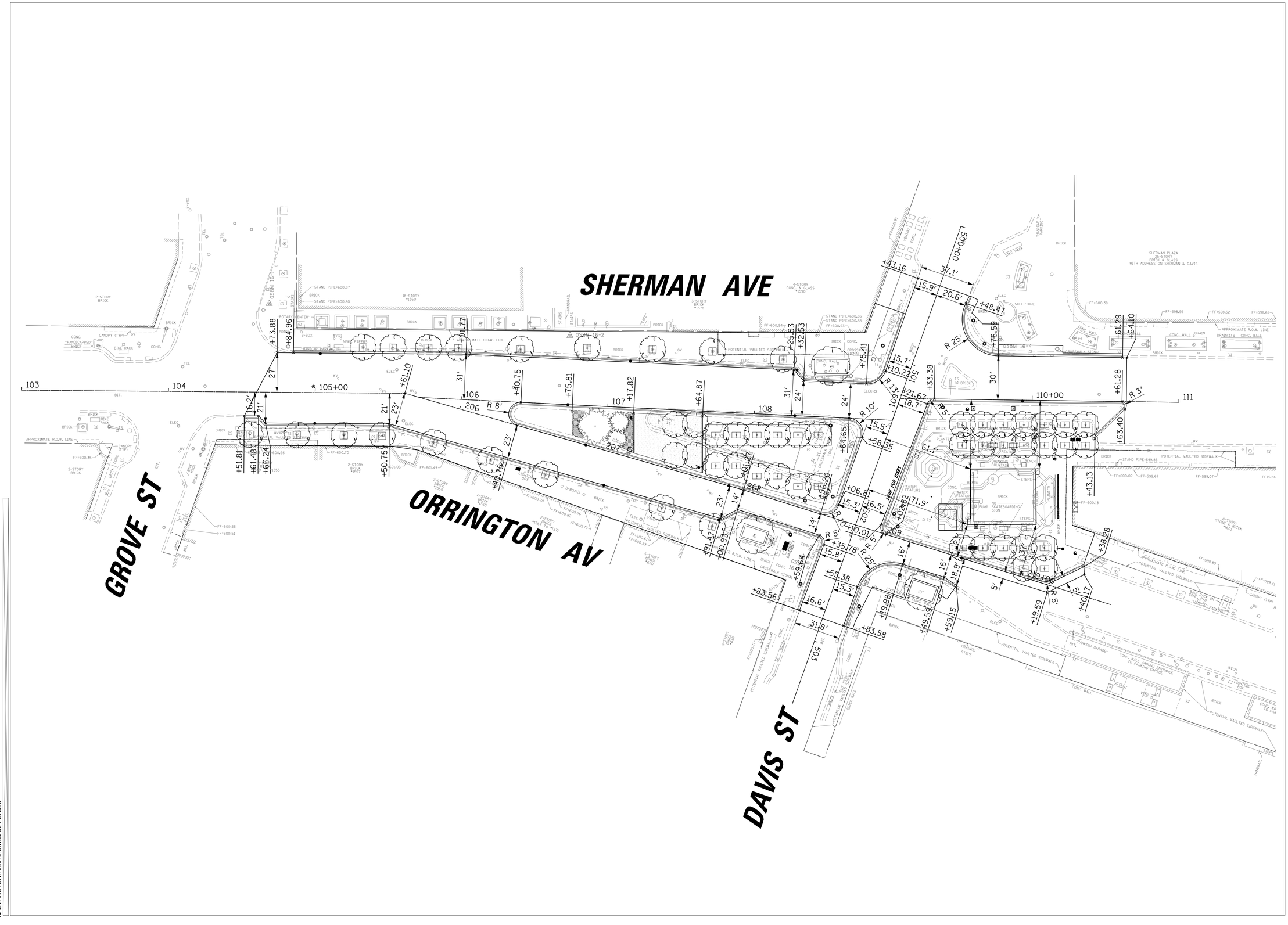
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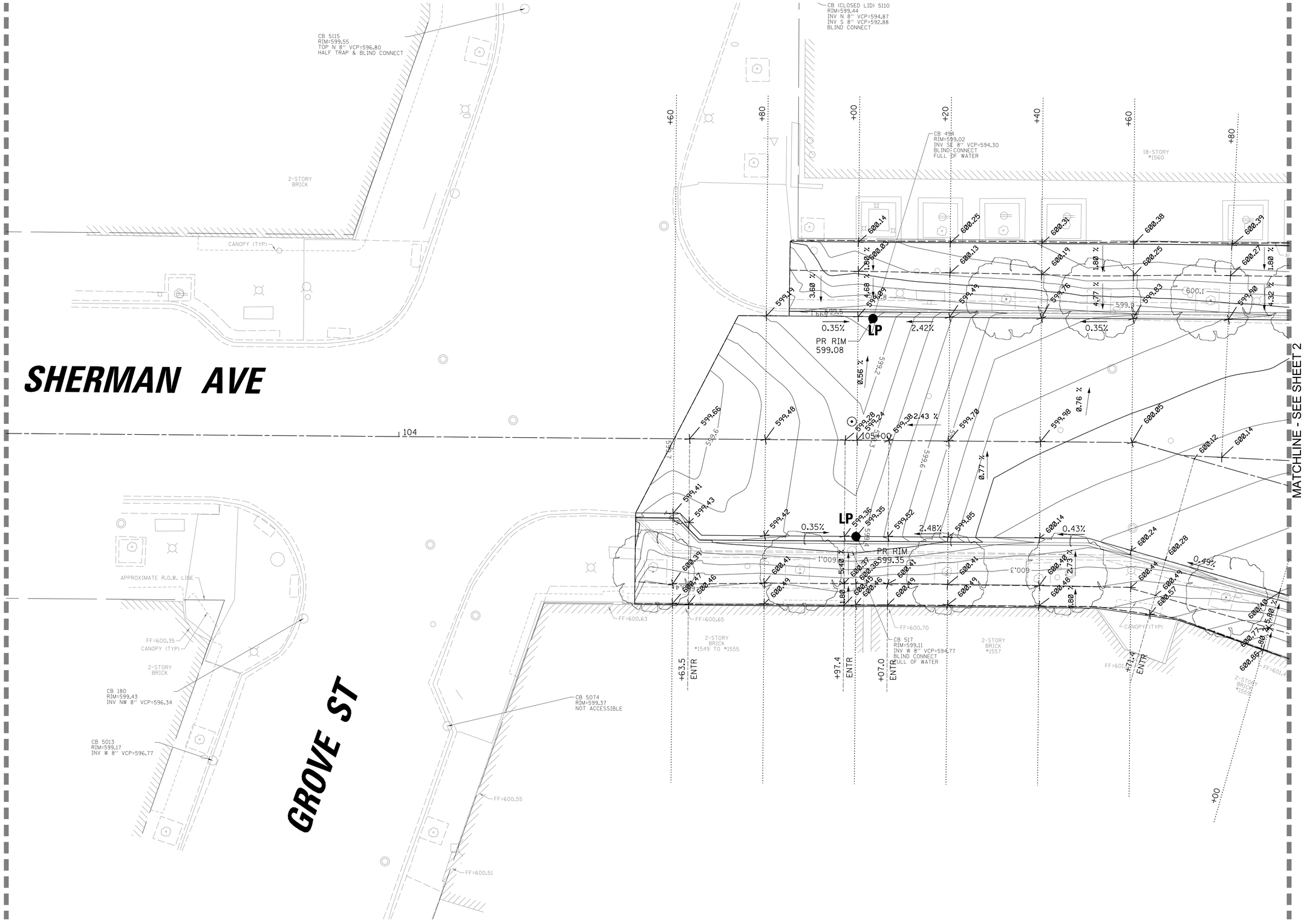


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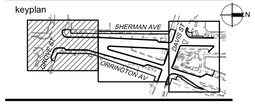
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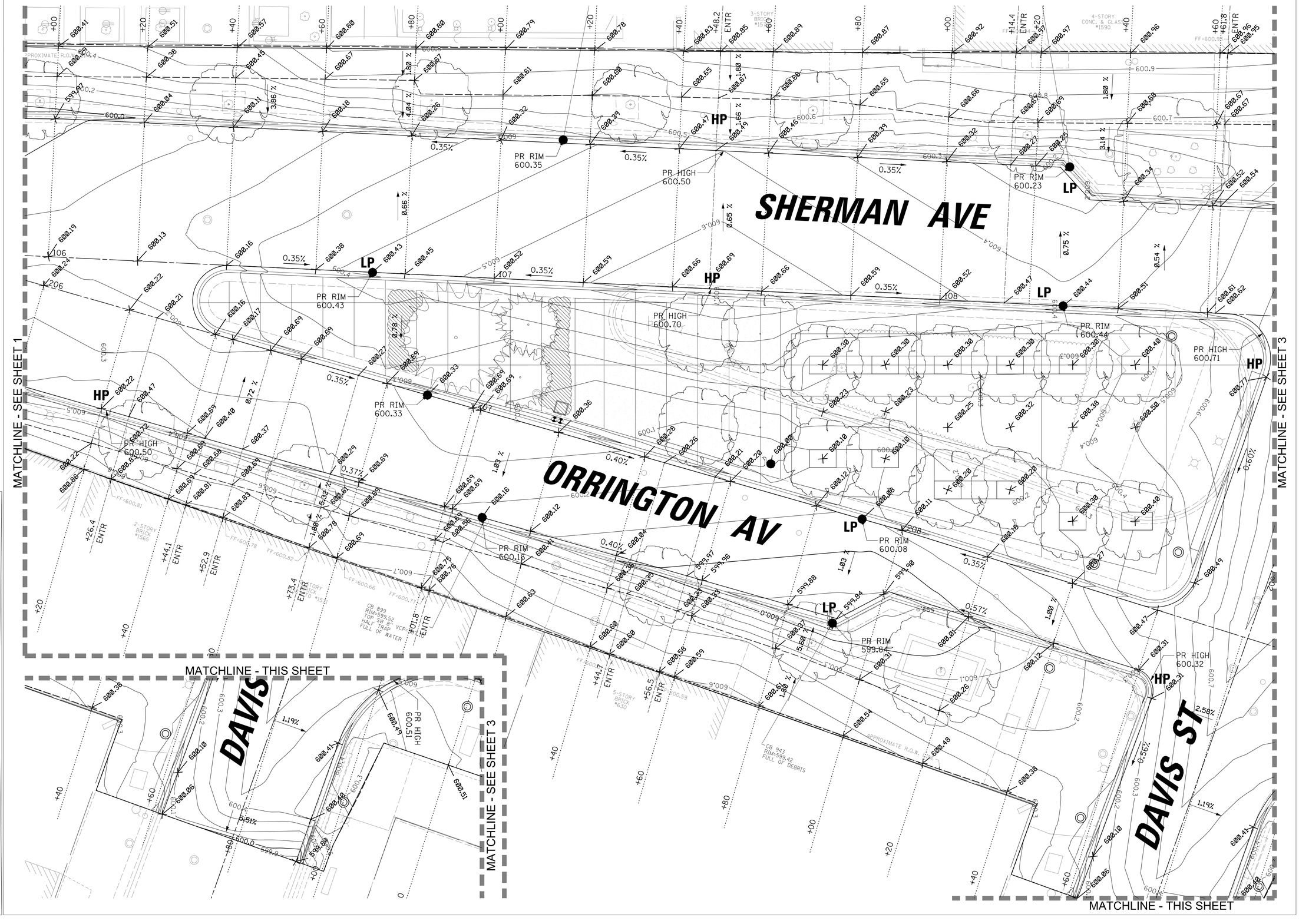


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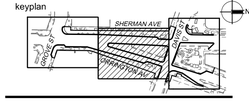
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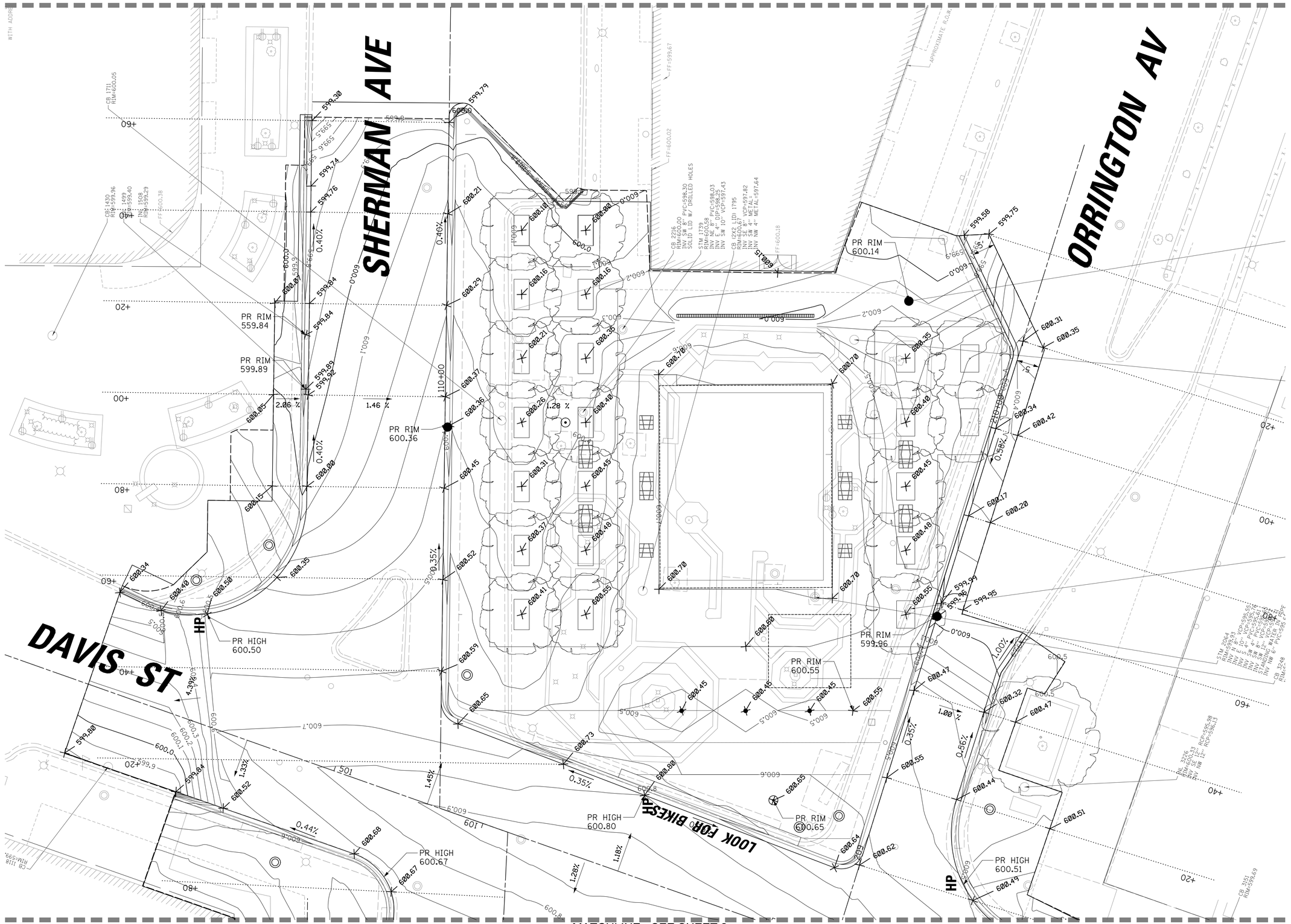


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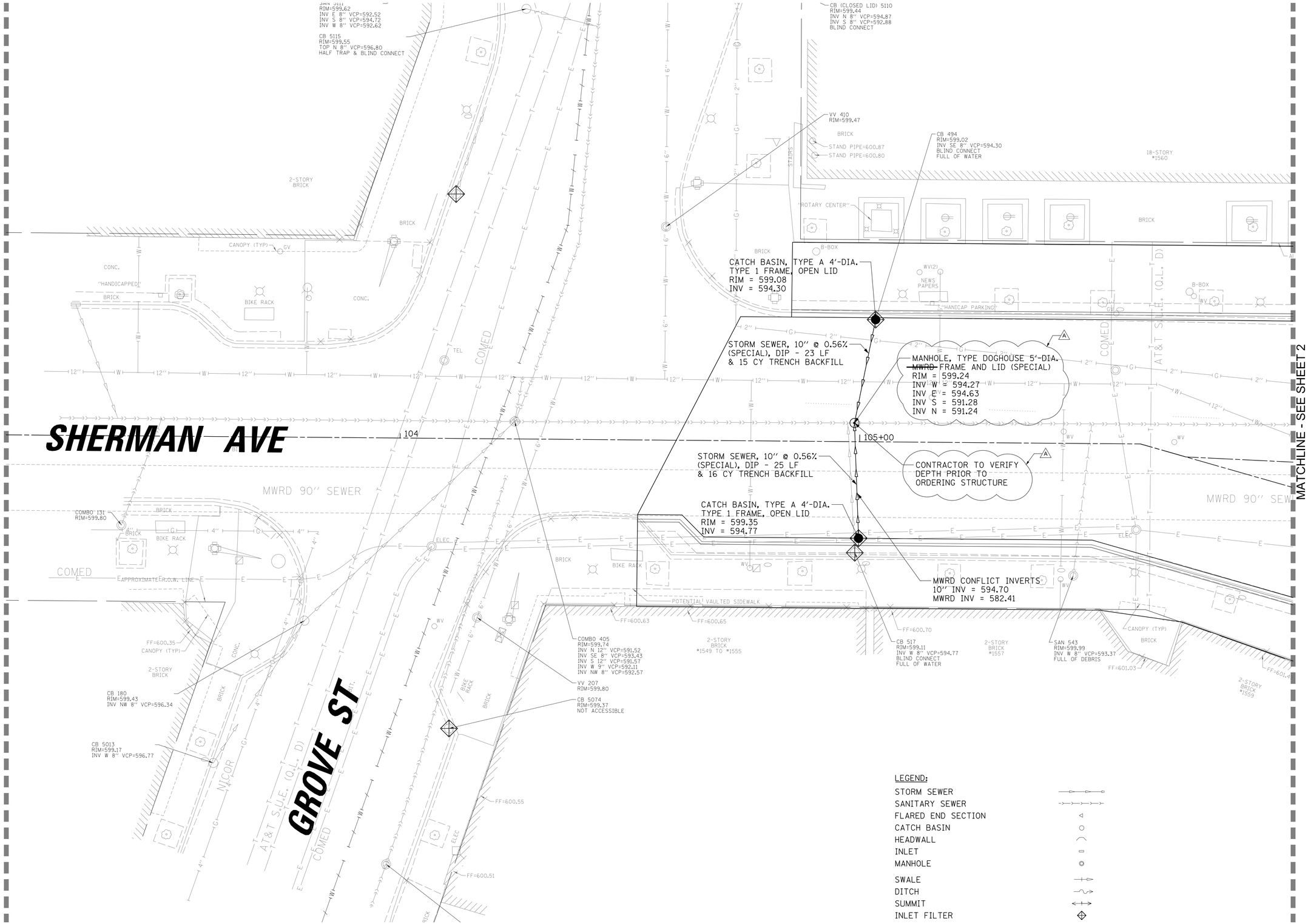
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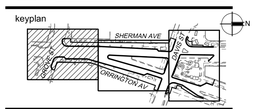
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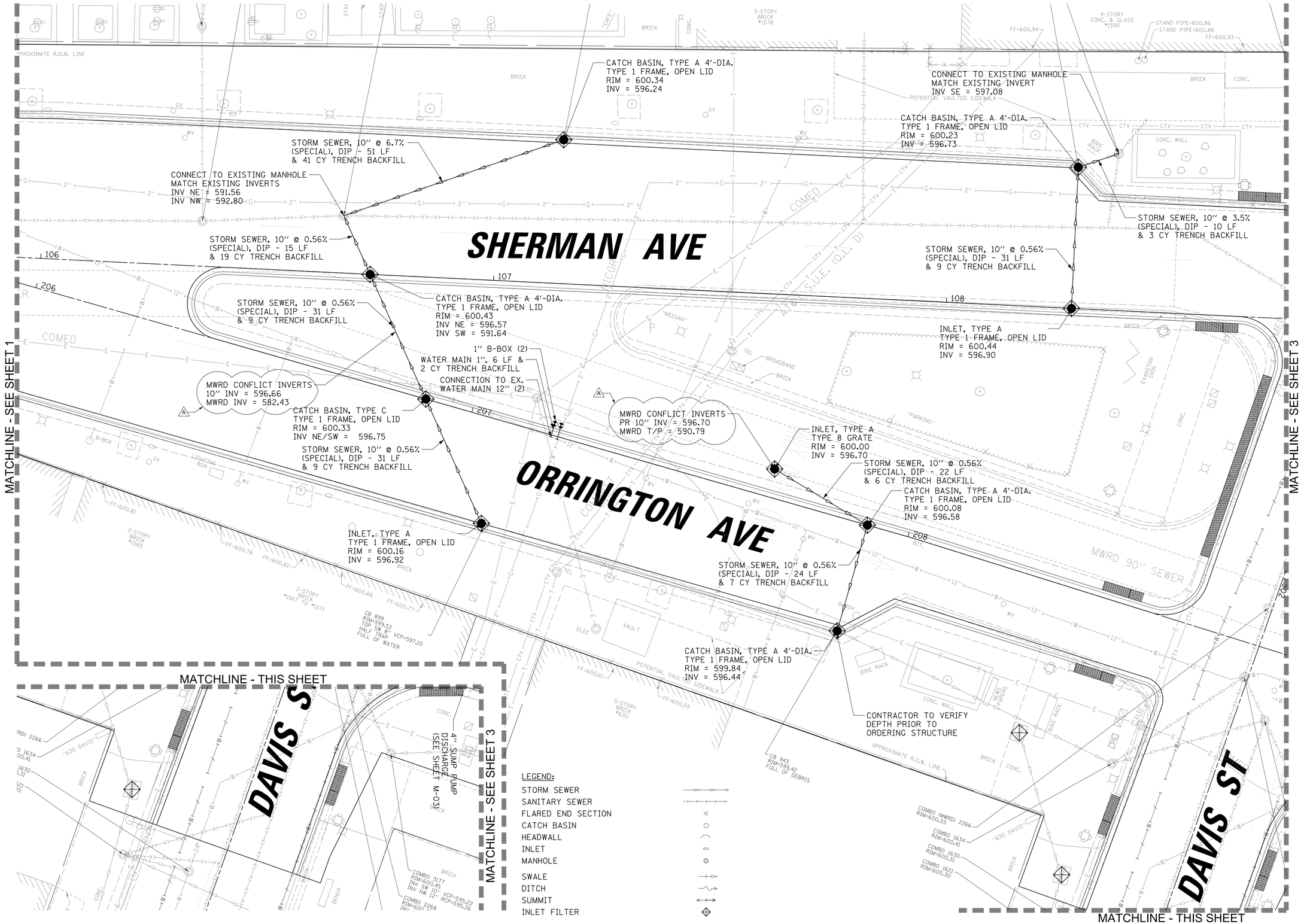
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client / owner
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FOUNTAIN SQUARE RENOVATIONS

project address
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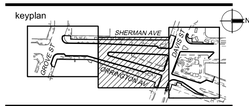
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5' 0' 10' 20'

CONSTRUCTION SET
03.28.2017

issue / revision	date	description
A	03.28.2017	CONSTRUCTION SET

keyplan



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issue date
1.19.2017

sheet name
Utility Plan

sheet number
U-02

CONNECTION TO EX. WATER MAIN 6"

WATER VALVE 6" (SPECIAL)
WATER MAIN FITTING 45°- 1 UNIT
WATER MAIN 6", 16 LF & 7 CY TRENCH BACKFILL
WATER MAIN FITTING 45°- 1 UNIT
8" X 6" REDUCER
WATER VALVE 8"
WATER VALVE 6"
WATER MAIN TEE 8" X 6"

WATER MAIN 6", 25 LF & 12 CY TRENCH BACKFILL

WATER MAIN 8", 52 LF & 26 CY TRENCH BACKFILL

CATCH BASIN, TYPE A 4'-DIA.
TYPE 1 FRAME, SPECIAL LID
RIM = 600.14
INV W = 598.95
INV S = 596.84

TRENCH DRAIN, SPECIAL - 30 LF
INV = 599.11

CONNECTION TO EX. WATER MAIN 8" EXISTING 45° BEND TO BE LOCATED IN FIELD

4" SANITARY DRAIN (SEE SHEET M-03 FOR DETAIL CONNECTION)

MANHOLE, TYPE A 4'-DIA.
TYPE 1 FRAME, CLOSED LID
RIM = 600.36
INV W = 597.50
INV SW = TBD

STORM SEWER, 8" @ 0.76% (SPECIAL), DIP - 21 LF & 5 CY TRENCH BACKFILL

STORM SEWER, 10" @ 0.56% (SPECIAL), DIP - 70 LF & 19 CY TRENCH BACKFILL

STORM SEWER, 10" @ 0.56% (SPECIAL), DIP - 26 LF & 6 CY TRENCH BACKFILL

INLET, TYPE A
TYPE 1 FRAME, OPEN LID
RIM = 600.36
INV = 597.65

OUTLINE OF PROPOSED FOUNTAIN

CATCH BASIN, TYPE A 4'-DIA.
TYPE 1 FRAME, OPEN LID
RIM = 599.96
INV = 596.46

STORM SEWER, 10" @ 0.56% (SPECIAL), DIP - 54 LF & 18 CY TRENCH BACKFILL

OUTLINE OF PROPOSED FOUNTAIN VAULT

PLAZA DRAIN (SPECIAL)
RIM = 600.45
INV = 598.45

STORM SEWER, 6" @ 1.12% (SPECIAL), DIP - 14 LF & 2 CY TRENCH BACKFILL

PLAZA DRAIN (SPECIAL)
RIM = 600.45
INV = 598.29

STORM SEWER, 6" @ 1.12% (SPECIAL), DIP - 14 LF & 2 CY TRENCH BACKFILL

PLAZA DRAIN (SPECIAL)
RIM = 600.45
INV = 598.45

STORM SEWER, 10" @ 0.56% (SPECIAL), DIP - 21 LF & 4 CY TRENCH BACKFILL

MANHOLE, TYPE DOGHOUSE 5'-DIA.
~~MWRD~~ FRAME AND LID (SPECIAL)
RIM = 600.65
INV NE = 596.15
INV NW/SE = TBD
INV NW = 598.17

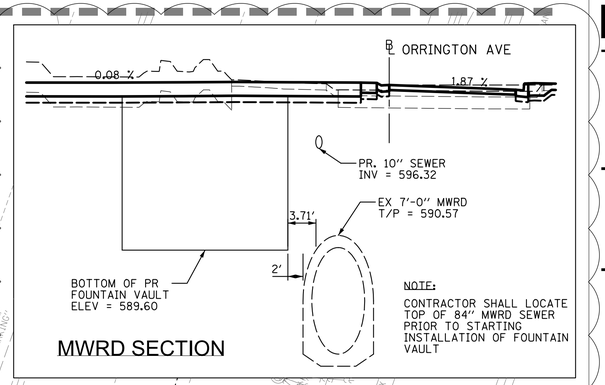
MWRD CONFLICT INVERTS
10" INV = 596.56
MWRD INV = 582.75

CONTRACTOR SHALL LOCATE EXISTING 2" WATER SUPPLY LINE (SEE SHEET M-03)

MWRD CONFLICT INVERTS
PR 10" INV = 596.32
MWRD T/P = 590.57

4" SUMP PUMP DISCHARGE (SEE SHEET M-03)

MATCHLINE - SEE SHEET 2



MWRD SECTION

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5' 0' 10'

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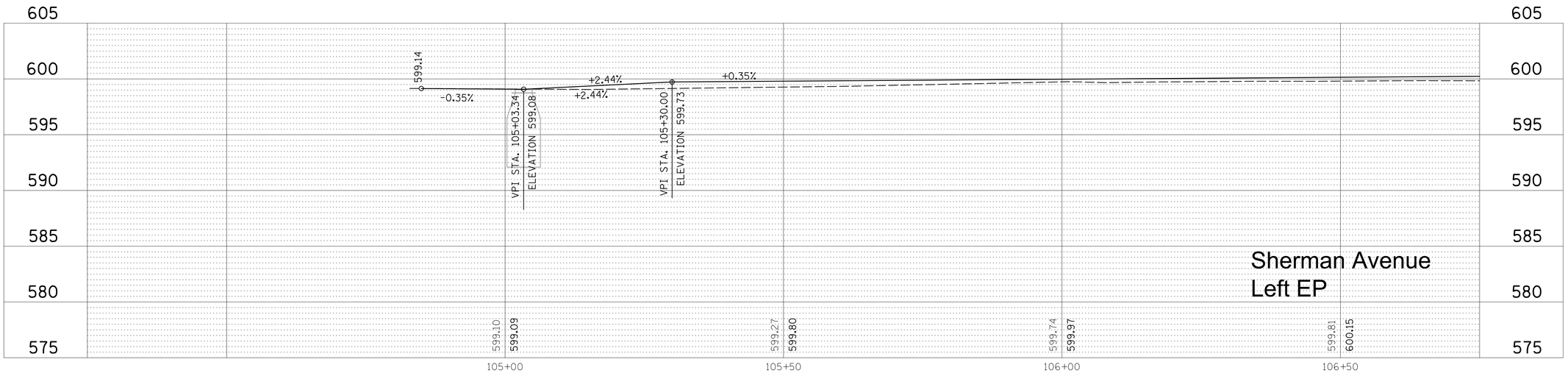
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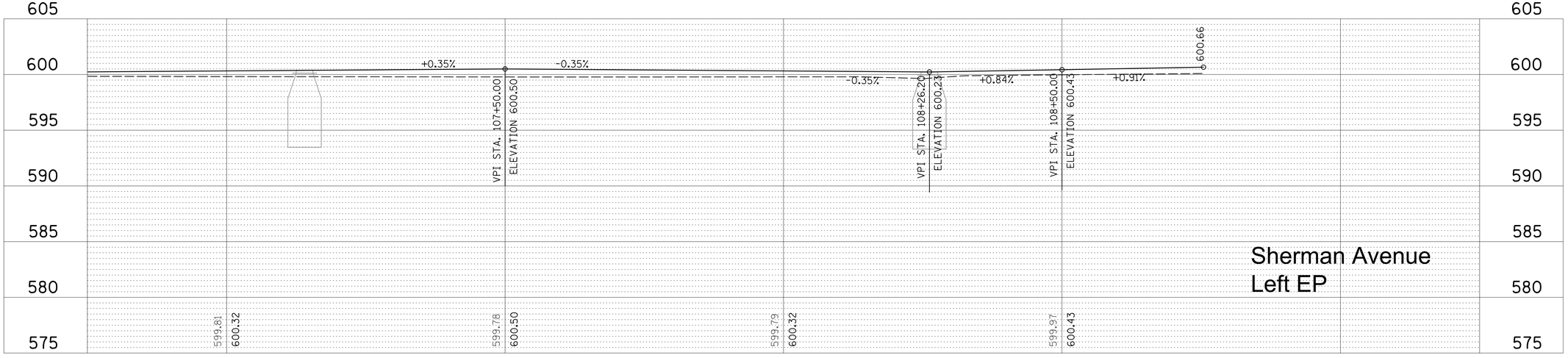
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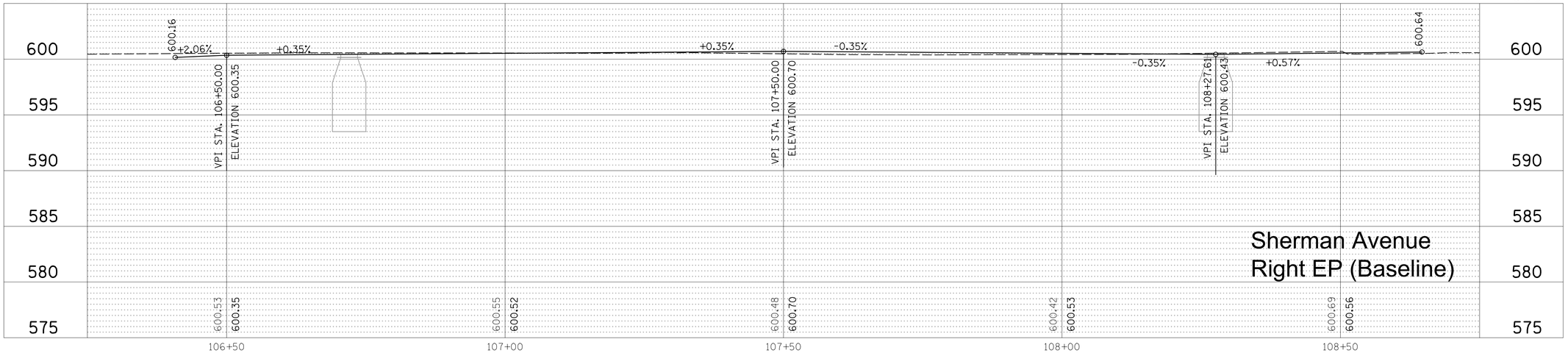
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sheet number
U-03

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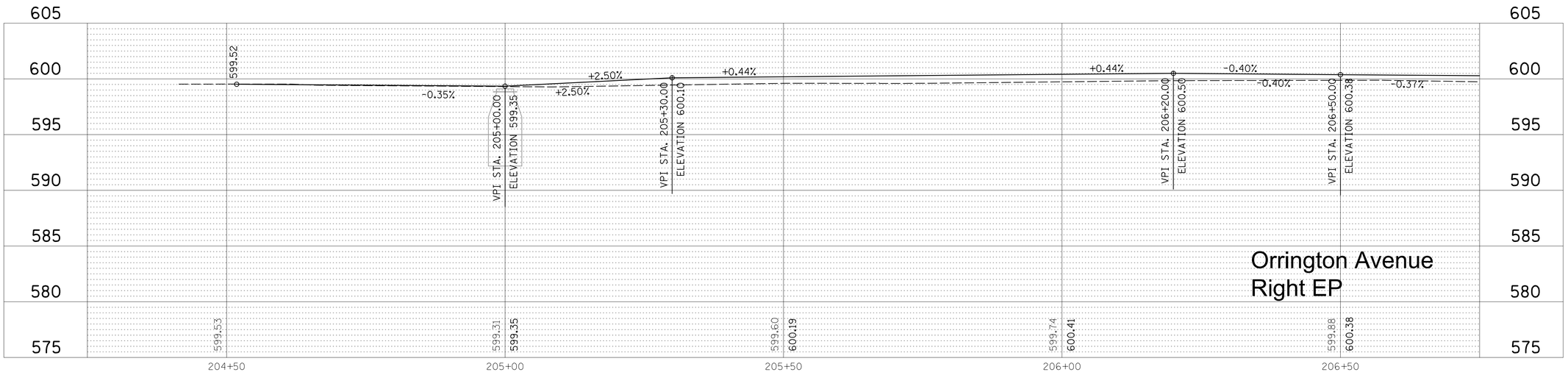
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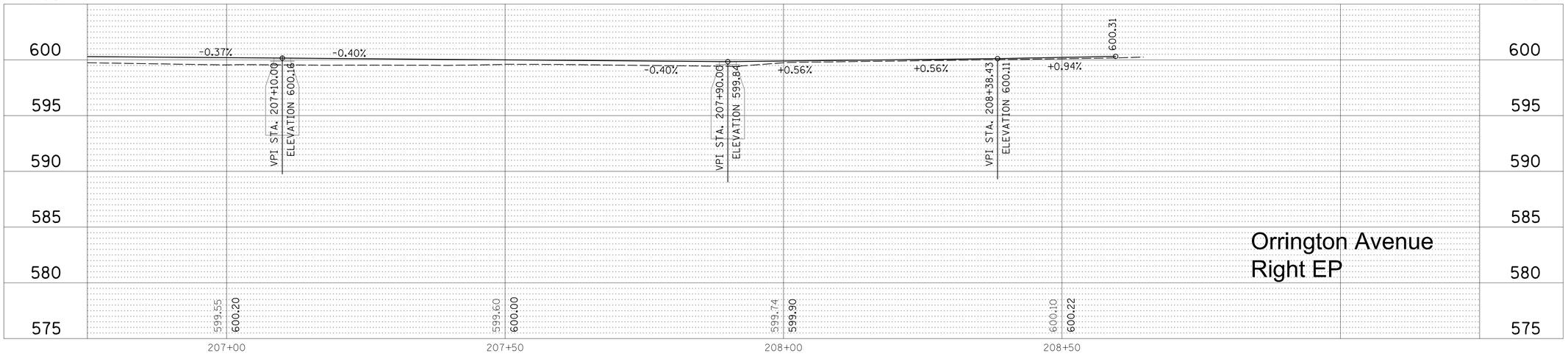
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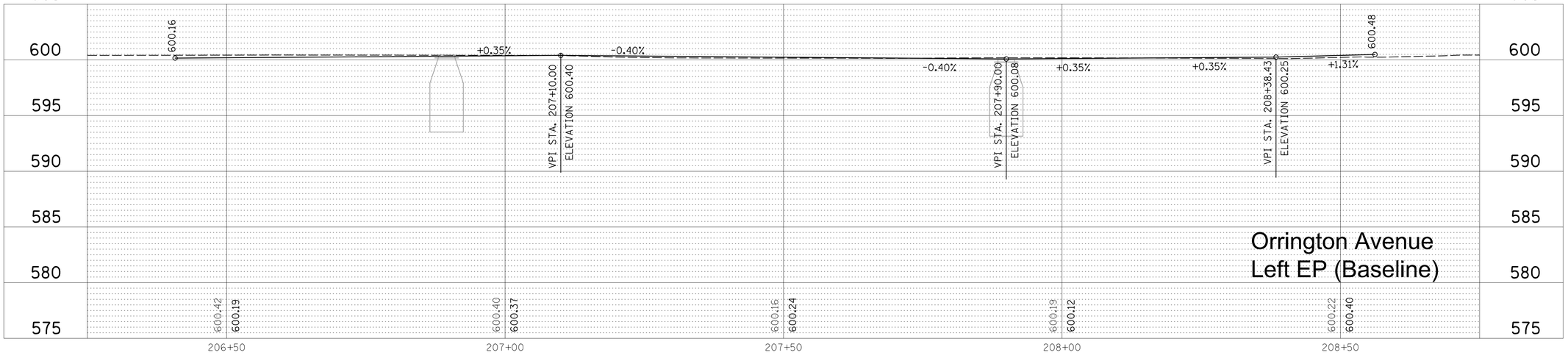
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sheet name
Sherman Avenue Profile

sheet number
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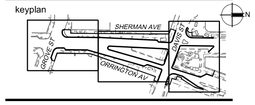
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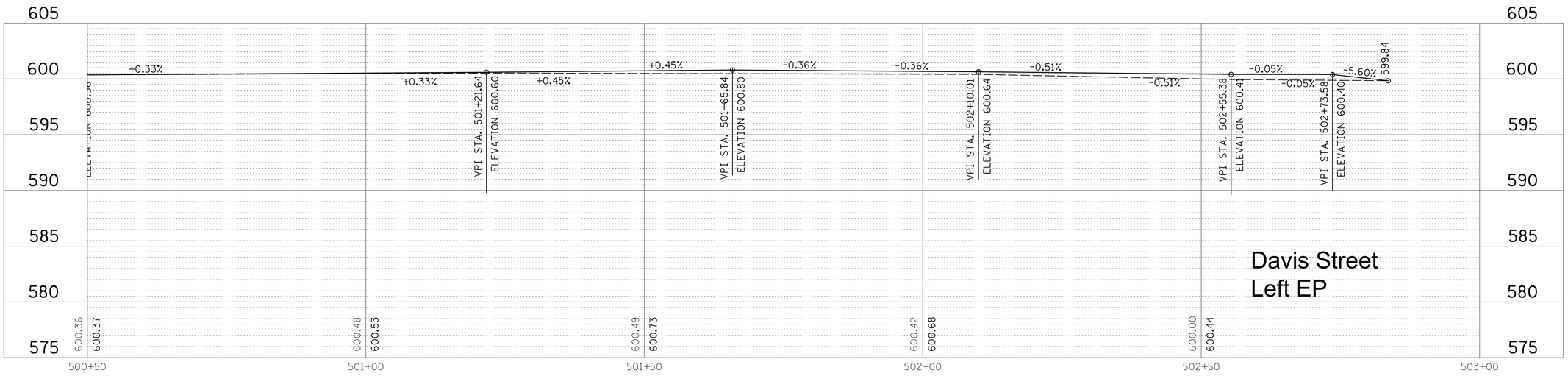


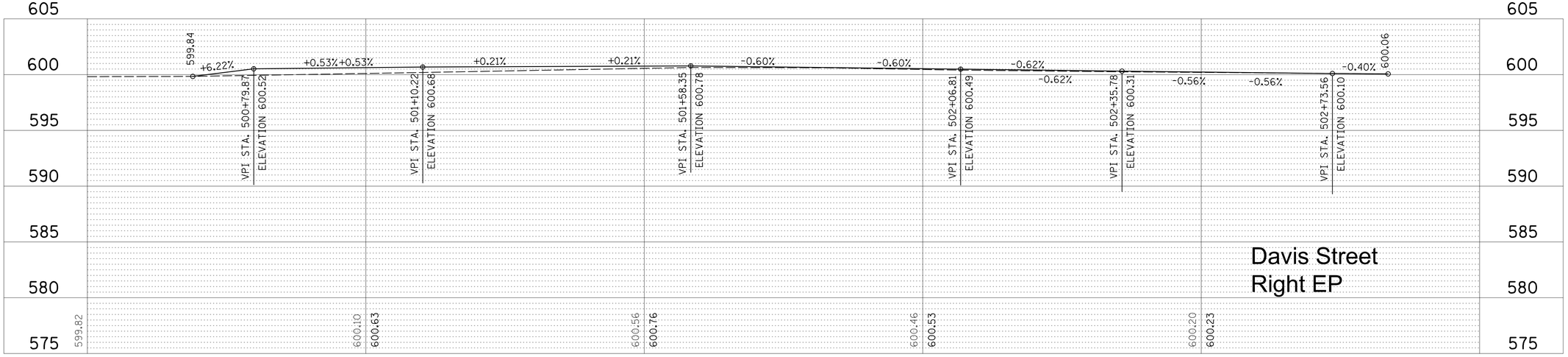
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Orrington Avenue Profile

sheet number
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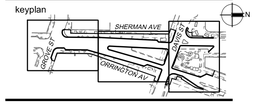
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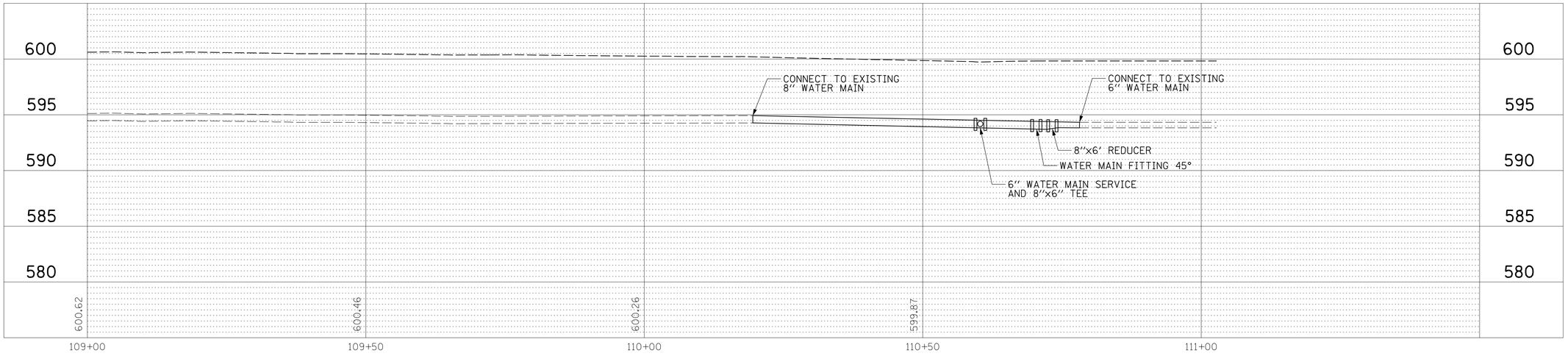


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issue date
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sheet name
Davis Street Profile

sheet number
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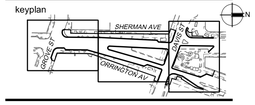
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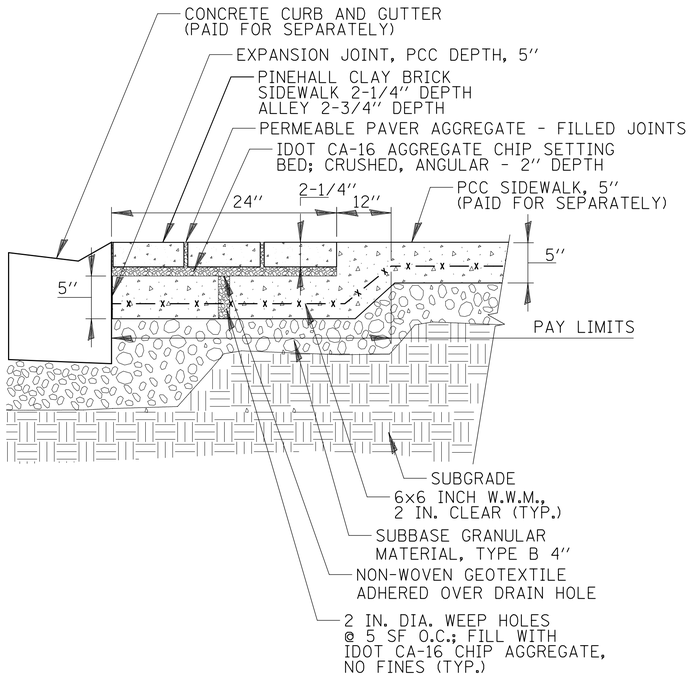
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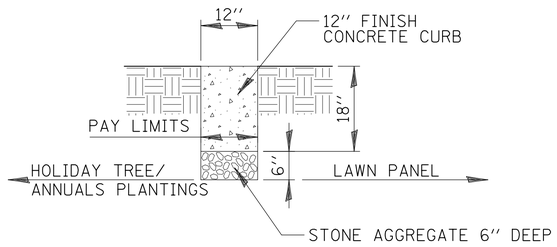
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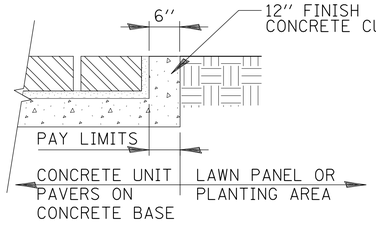
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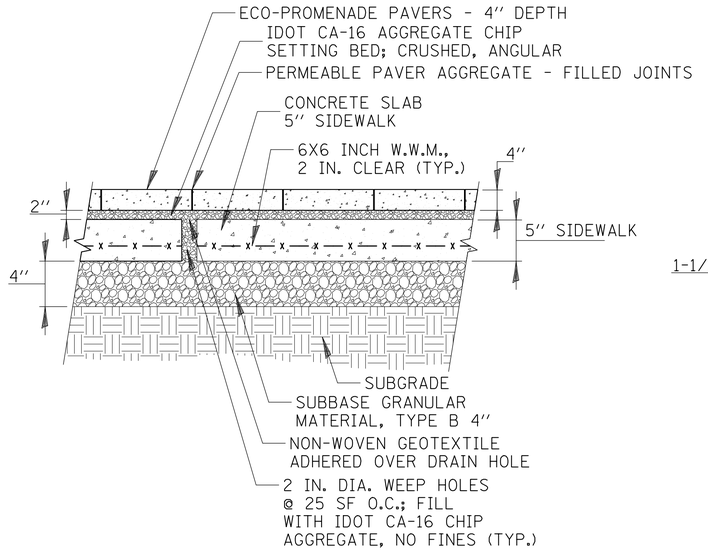
"BRICK PAVER SIDEWALK" DETAIL



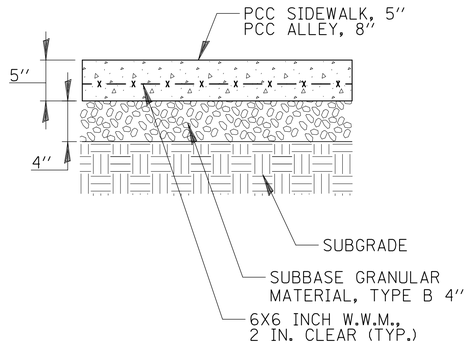


SOUTH PLAZA FLUSH CONCRETE CURB

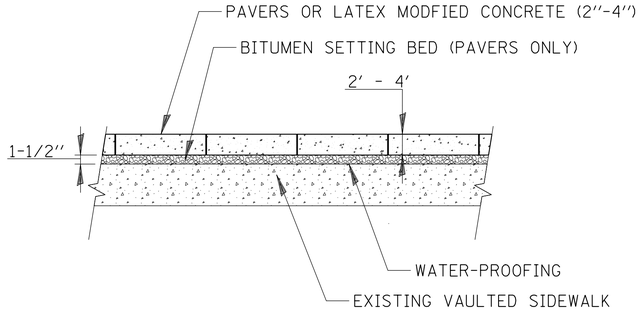
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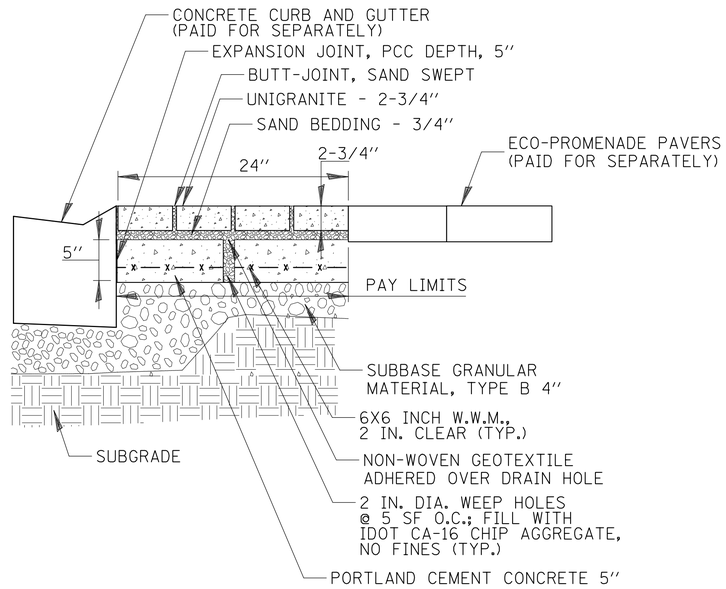
"PAVING, PERMEABLE PRECAST CONCRETE PAVER UNITS" DETAIL



"PCC SIDEWALK 5 INCH, (SPECIAL)" DETAIL



"VAULTED SIDEWALK CONCRETE/PAVERS" DETAIL



"PAVING, PRECAST CONCRETE PAVER UNITS" DETAIL

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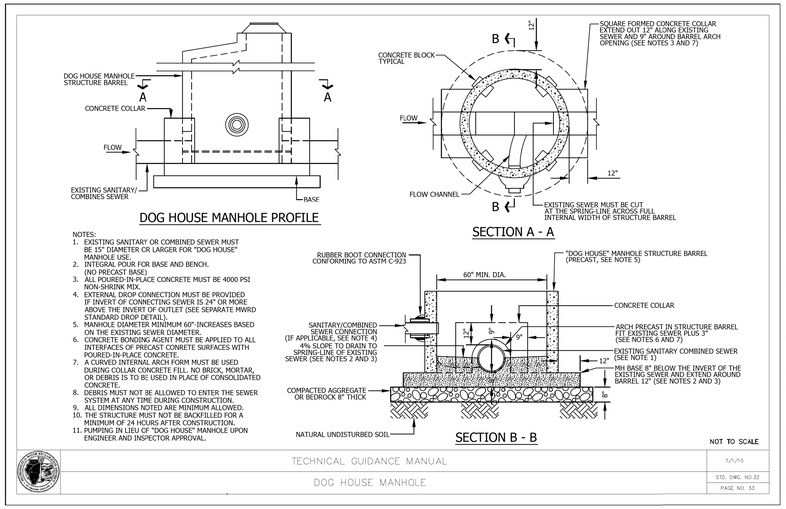
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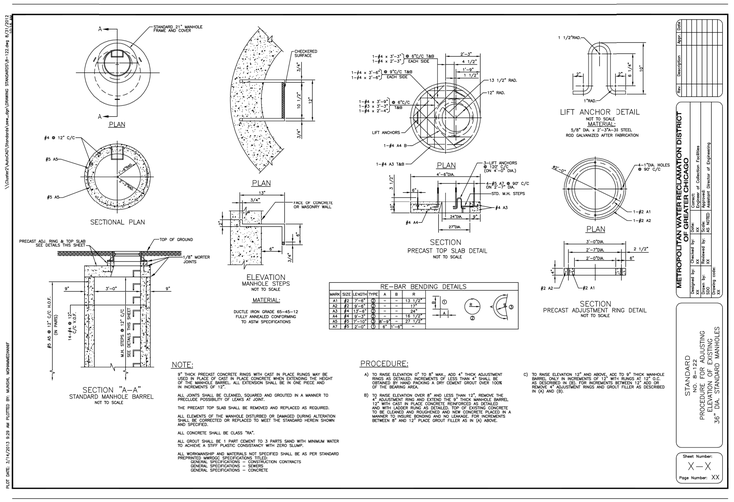
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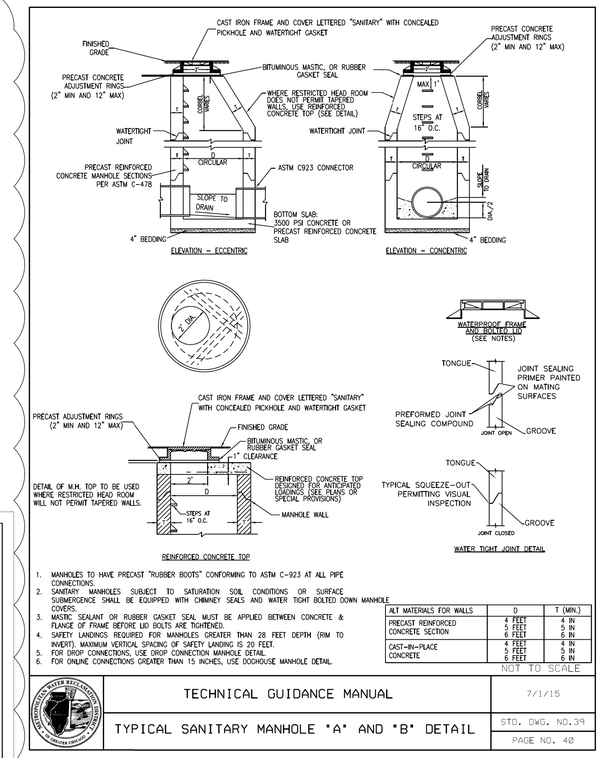
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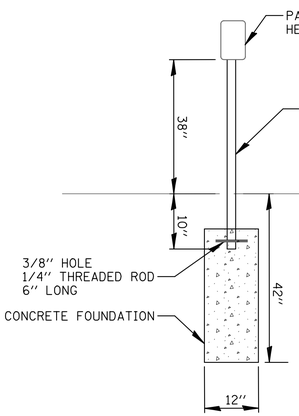


1. MANHOLES TO HAVE PRECAST "RUBBER BOOTS" CONFORMING TO ASTM C-923 AT ALL PIPE CONNECTIONS.
2. SANITARY MANHOLES SUBJECT TO SATURATION SOIL CONDITIONS OR SURFACE SUBMERGENCE SHALL BE EQUIPPED WITH CHIMNEY SEALS AND WATER TIGHT BOLTED DOWN MANHOLE COVERS.
3. MASTIC SEALANT OR RUBBER GASKET SEAL MUST BE APPLIED BETWEEN CONCRETE & FLANGE OF FRAME BEFORE LID BOLTS ARE TIGHTENED.
4. SAFETY LANDINGS REQUIRED FOR MANHOLES GREATER THAN 28 FEET DEPTH (RIM TO INVERT). MAXIMUM VERTICAL SPACING OF SAFETY LANDING IS 20 FEET.
5. FOR DROP CONNECTIONS, USE DROP CONNECTION MANHOLE DETAIL.
6. FOR ONLINE CONNECTIONS GREATER THAN 15 INCHES, USE DOGHOUSE MANHOLE DETAIL.

ALT MATERIALS FOR WALLS	D	T (MIN.)
PRECAST REINFORCED CONCRETE SECTION	4 FEET	4 IN
	5 FEET	5 IN
	6 FEET	6 IN
CAST-IN-PLACE CONCRETE	4 FEET	4 IN
	5 FEET	5 IN
	6 FEET	6 IN

NOT TO SCALE

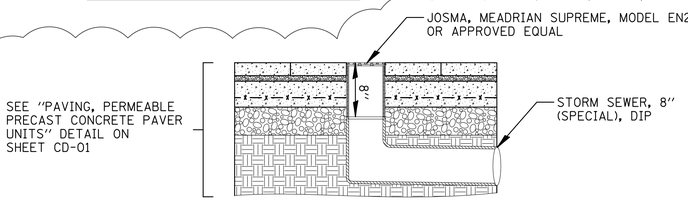
TECHNICAL GUIDANCE MANUAL — 7/1/15
TYPICAL SANITARY MANHOLE "A" AND "B" DETAIL — STD. DWG. NO.39 — PAGE NO. 40



NOTES:

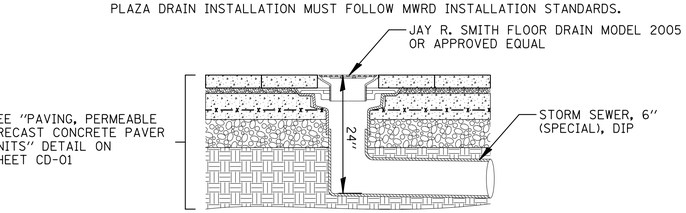
1. PARKING METER FOUNDATIONS TO BE INSTALLED 18" OFF EDGE OF GUTTER.
2. ITEM PAID FOR AS X0327466 TRAFFIC COUNTER POST, GALVANIZED STEEL. THIS INCLUDES POLE, CONCRETE FOUNDATION AND ROD.

'PARKING METERS' DETAIL



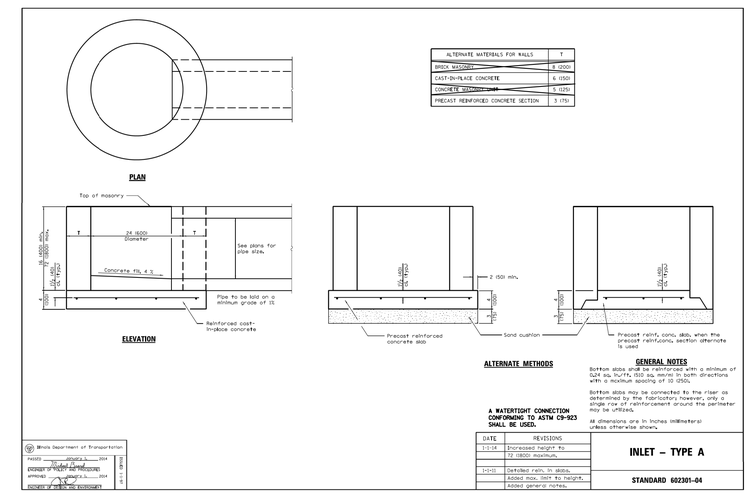
TRENCH DRAIN (SPECIAL) DETAIL

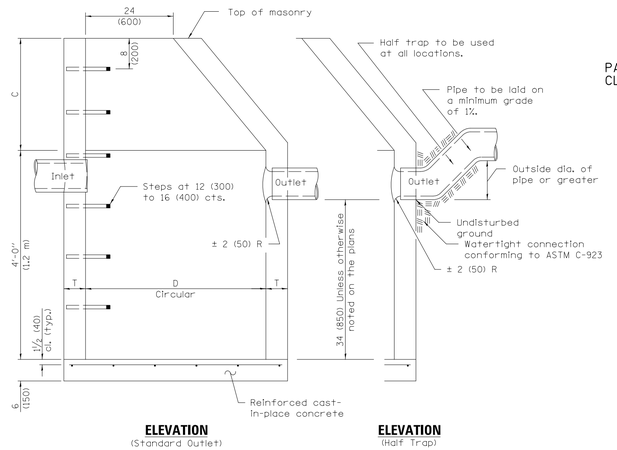
PLAZA DRAIN INSTALLATION MUST FOLLOW MWRD INSTALLATION STANDARDS.



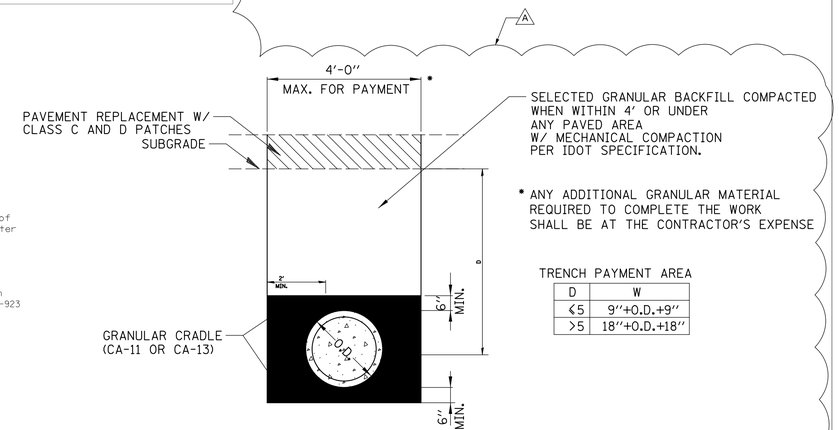
PLAZA DRAIN (SPECIAL) DETAIL

PLAZA DRAIN INSTALLATION MUST FOLLOW MWRD INSTALLATION STANDARDS.





CATCH BASIN/INLET, TYPE A



TRENCH PAYMENT AREA

D	W
≤5	9"+O.D.+9"
>5	18"+O.D.+18"

TYPICAL TRENCH DETAIL – PAVEMENT

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A	03.28.2017	CONSTRUCTION SET

keyplan

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Civil Details

sheet number
CD-02

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LIGHTING GENERAL NOTES

1. THE CONTRACTOR SHALL BE LICENSED TO PERFORM WORK WITH THE CITY AND OBTAIN THE REQUIRED PERMITS FROM THE BUILDING DEPARTMENT AND SHALL BE RESPONSIBLE FOR OBTAINING/RETAINING THE REQUIRED INSURANCE AND BONDS BEFORE THE START OF WORK. ANY COST FOR THE LICENSING, PERMITS, BONDS OR INSURANCE SHALL BE INCLUDED IN THE ENTIRE COST OF THE CONTRACT.

2. THE EXACT LOCATIONS OF ALL UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR BEFORE THE INSTALLATION OF ANY EQUIPMENT. FOR THE LOCATIONS OF THE UTILITIES, CALL JULIE TOLL FREE AT (800) 892-0123.

3. BEFORE INSTALLING LIGHT STANDARDS NEAR OVERHEAD AND UNDERGROUND ELECTRIC UTILITIES SHALL CALL COM ED FOR LOCATION APPROVAL AND MINIMUM CLEARANCE REQUIREMENTS.

4. THE WORK PERFORMED UNDER THIS CONTRACT SHALL IN NO WAY INTERFERE WITH THE NORMAL OPERATION OF ANY EXISTING UTILITY SERVICE. THE CONTRACTOR SHALL FURNISH ALL NECESSARY ITEMS OF EQUIPMENT REQUIRED TO MAINTAIN SUCH NORMAL OPERATION AT NO ADDITIONAL COST TO THE OWNER. THE COST ASSOCIATED FOR THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE CONTRACT, AND NO ADDITIONAL COMPENSATION SHALL BE AWARDED.

5. ALL REMOVAL OR EXCAVATION ITEMS BEING DISPOSED OF AT AN UNCONTAMINATED SOIL FILL OPERATION OR CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) FILL SITE SHALL MEET THE REQUIREMENTS OF PUBLIC ACT 96-1416. ALL COSTS ASSOCIATED WITH MEETING THESE REQUIREMENTS SHALL BE INCLUDED IN THE UNIT PRICE COST FOR THE ASSOCIATED REMOVAL OR EXCAVATION ITEMS IN THE CONTRACT. THESE COSTS SHALL INCLUDE BUT ARE NOT LIMITED TO ALL REQUIRED TESTING, LAB ANALYSIS, CERTIFICATION BY A LICENSED PROFESSIONAL ENGINEER, AND STATE AND LOCAL TIPPING FEE.

6. ALL DISTURBED AREAS WHERE RESTORATION IS NOT COVERED BY APPLICABLE SECTIONS OF THE SPECIAL PROVISIONS MUST BE RESTORED TO THE SATISFACTION OF THE ENGINEER. THE WORK WILL BE CONSIDERED INCIDENTAL TO THE CONTRACT. SEPARATE PAYMENT WILL NOT BE MADE.

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

8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FOLLOWING SPECIFICATIONS, WHICH ARE HEREBY MADE A PART HEREOF:

   A. "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", AS PREPARED BY IDOT.

   B. "THE NATIONAL ELECTRICAL CODE".

   C. MUNICIPAL CODES & STANDARDS.

9. NO MATERIALS SHALL BE DELIVERED TO THE JOB SITE UNTIL ALL PERTINENT EQUIPMENT SUBMITTALS HAVE BEEN REVIEWED BY THE ENGINEER.

10. ALL UNDERGROUND CONDUITS SHALL BE INSTALLED BY DIRECTIONAL BORING METHOD. SOME LOCATIONS MAY REQUIRE TRENCHING AND/OR HAND DIGGING. CONTRACTOR SHALL PROVIDE PRIOR NOTICE TO ENGINEER BEFORE TRENCHING.

11. ALL UNDERGROUND WIRING SHALL BE MINIMUM #8 COPPER (OR SIZE AS SHOWN ON THE PLANS) XLP TYPE-USE, EXTRA ABRASION RESISTANCE, 600 VOLTS UNDERGROUND CONDUIT SHALL BE SCH 40 CONTINOUS HDPE BURIED A MINIMUM 30 INCHES BELOW FINISHED GRADE, FOLLOWING THE ROADWAY OR SIDEWALK EDGE.

12. LUMINAIRES SHALL BE LEVEL & HAVE A TIGHT FIT ON MAST ARMS TO THE ENGINEER'S SATISFACTION. THIS WORK SHALL INCLUDE FIELD ADJUSTING OF THE LUMINAIRE WHICH WILL BE INCIDENTAL TO THE COST OF THE CONTRACT.

13. NO POLES SHALL BE ERECTED UNTIL THE RESPECTIVE FOUNDATIONS HAVE CURED, (IF APPLICABLE) AND HAVE BEEN REVIEWED BY THE ENGINEER.

14. ALL POLE HANDHOLES SHALL FACE AWAY FROM TRAFFIC.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ESTABLISHMENT OF THE TOP OF FOUNDATION ELEVATION WITH THE FINISHED GRADE.

16. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MARK THE PROPOSED LOCATIONS OF ALL LIGHT POLES FOR EXAMINATION AND CONFIRMATION WITH THE ENGINEER. ALL UTILITIES SHALL BE LOCATED PRIOR TO MARKING PROPOSED LOCATIONS.

17. THE ELECTRICAL CONTRACTOR SHALL FURNISH TWO SETS OF FULL SIZE RECORD DRAWINGS (HARD COPY AND PDF) TO THE ENGINEER UPON COMPLETION OF THE LIGHTING AND ELECTRICAL IMPROVEMENTS. THE DRAWINGS SHALL SHOW THE INSTALLED LOCATIONS OF ALL LIGHT POLES, UNDERGROUND CONDUITS/WIRING, HANDHOLES, JUNCTION BOXES & CONTROLLER CABINETS. THE DRAWINGS WILL BE REVIEWED BY THE ENGINEER.

18. UPON COMPLETION OF THE PROPOSED LIGHTING IMPROVEMENTS, THE CONTRACTOR SHALL PERFORM ELECTRICAL TESTING AND VERIFY THAT THE INSTALLATION COMPLIES WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS.

19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TIMELY NOTIFICATION AND ALL COORDINATION WITH COM ED FOR NEW ELECTRIC SERVICE TO THE PROPOSED LIGHTING CONTROLLERS.

20. THE CONTRACTOR SHALL LABEL ALL WIRES WITH WIRE MARKERS INDICATING THE CIRCUIT ID IN EVERY CONTROLLER, POLE BASE, HAND HOLE AND SPLICE/CONNECTION POINT. WIRE MARKERS SHALL BE WHITE NYLON WITH INTEGRAL MECHANICAL FASTENER WITH MINIMUM 3/4" X 1" WRITEABLE AREA.

21. THE LIGHT POLE LOCATIONS SHALL COMPLY WITH THE MINIMUM CLEAR WIDTH FOR AN ACCESSIBLE ROUTE FOR SIDEWALKS PER CURRENT AMERICAN WITH DISABILITIES ACT (ADA) REQUIREMENTS.

22. THE CONTRACT DRAWINGS AND SPECIFICATIONS ARE NOT INTENDED TO SHOW EVERY AND ALL DETAILS OF WORK TO BE PERFORMED OR EQUIPMENT TO BE SUPPLIED. THE INTENT OF THE CONTRACT DRAWINGS IS TO ILLUSTRATE THE CONCEPTUAL DESIGN AND LAYOUT. THE CONTRACTOR SHALL BE KNOWLEDGEABLE AND REGULARLY ENGAGED IN THE TYPE OF WORK DESCRIBED BY THESE CONTRACT DRAWINGS AND SPECIFICATIONS AND SHALL BE RESPONSIBLE FOR UNDERSTANDING THEIR INTENT. ANY WORK TO BE PERFORMED OR ITEM OF EQUIPMENT SUPPLIED WHICH IS NOTSPECIFICALLY CALLED FOR BY THESE CONTRACT DRAWINGS AND SPECIFICATIONS, BUT WHICH IS NECESSARY TO PROVIDE A COMPLETE AND SUCCESSFUL WORKING SYSTEM SHALL BE INCLUDED IN THE CONTRACTOR'S SCOPE OF WORK AT NO ADDITIONAL COST TO THE OWNER.

23. ALL TREE TRIMMING REQUIRED AS DIRECTED BY THE OWNER'S REPRESENTATIVE SHALL BE PERFORMED BY THE CITY.

24. GROUNDING CONNECTIONS AT THE FOUNDATION SHALL BE MECHANICAL TYPE UL LISTED FOR DIRECT BURIAL USE, AS SPECIFIED, AND SHALL BE REVIEWED BY THE OWNER'S REPRESENTATIVE PRIOR TO POURING CONCRETE OR BACKFILLING, AS APPLICABLE.

CAUTION
NOTE TO CONTRACTOR:

THE CONTRACTOR IS SPECIFICALLY CAUTIONED TO THE LOCATION AND/OR ELEVATION OF EXISTING AND PROPOSED UTILITIES AS SHOWN ON THESE PLANS. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM ENGINEER OF ANY EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS.

ABBREVIATIONS

A	AMPS
CKT	CIRCUIT
DIA	DIAMETER
FT	FOOT
FOC	FACE OF CURB
HDPE	HIGH DENSITY POLYETHYLENE
HH	HAND HOLE
PVC	POLYVINYL CHLORIDE
RGS	RIGID GALVANIZED STEEL
ROW	RIGHT OF WAY
SCH	SCHEDULE
STA	STATION
V	VOLTS
W	WATTS

LIGHTING BILL OF MATERIALS

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
80400100	ELECTRIC SERVICE INSTALLATION	3	EACH
80400100	ELECTRIC UTILITY SERVICE CONNECTION	3	L SUM
81028210	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2 1/2" DIA.	900	FOOT
81028220	UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	370	FOOT
81028240	UNDERGROUND CONDUIT, GALVANIZED STEEL, 4" DIA.	370	FOOT
81028720	UNDERGROUND CONDUIT, COILABLE NONMETALLIC, 1" DIA.	980	FOOT
81028730	UNDERGROUND CONDUIT, COILABLE NONMETALLIC, 1 1/4" DIA.	4075	FOOT
81028750	UNDERGROUND CONDUIT, COILABLE NONMETALLIC, 2" DIA.	715	FOOT
81400300	CONCRETE DOUBLE HANDHOLE	2	EACH
81400730	HANDHOLE COMPOSITE CONCRETE	6	EACH
81702110	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10	765	FOOT
81702120	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 8	3895	FOOT
81702130	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	1255	FOOT
81702140	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	18300	FOOT
81702180	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 3/0	900	FOOT
81702190	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4/0	1110	FOOT
83600200	LIGHT POLE FOUNDATION 24" DIA.	246	FOOT
83600300	ALT-LIGHT POLE FOUNDATION 30" DIA.	80	FOOT
84200500	REMOVAL OF LIGHTING UNIT, SALVAGE	10	EACH
84200804	REMOVAL OF POLE FOUNDATION	26	EACH
89500120	REMOVE EXISTING SERVICE INSTALLATION	1	EACH
89502300	REMOVE EXISTING CABLE FROM CONDUIT	1000	FOOT
* X8360215	LIGHT POLE FOUNDATION 24" DIA., OFFSET	26	FOOT
*	MAINTENANCE OF EXISTING FOUNTAIN SQUARE LIGHTING AND FESTIVAL RECEPTACLE SYSTEMS	1	L SUM
*	ELECTRICAL CONNECTIONS TO EXISTING LIGHTING STANDARDS	11	EACH
*	REMOVE, REFURBISH AND RELOCATE EXISTING TALLMADGE LIGHTING UNITS	16	EACH
*	TEMPORARY ELECTRICAL CONNECTIONS	4	EACH
*	ROADWAY TYPE LIGHTING UNITS, COMPLETE IN PLACE	15	EACH
*	TREE GRATE RECEPTACLES, COMPLETE IN PLACE	37	EACH
*	MAIN DISTRIBUTION CABINET AND FOUNDATION	1	EACH
*	RECEPTACLE CABINETS	2	EACH
*	PROPOSED KIOSK LIGHTING AND ELECTRICAL CONNECTIONS	1	EACH
*	PROPOSED BENCH LIGHTING AND ELECTRICAL CONNECTIONS	10	EACH
*	ELECTRICAL CONNECTION TO PROPOSED FLAG POLE LIGHT	1	EACH
*	PROPOSED VETERANS MEMORIAL LIGHTING, RECEPTACLES AND ELECTRICAL	1	EACH
*	ALT - FESTOON LIGHT POLES WITH STRING LIGHTS, COMPLETE IN PLACE	1	L SUM
*	FURNISH AND INSTALL TALLMADGE LIGHT STANDARD AND INDUCTION LUMINAIRE	3	EACH
*	CAMERA SURVEILLANCE AND POLICE CALL BOX EQUIPMENT AND WIRING	1	L SUM
*	BAC NET-BASED BUILDING AUTOMATION SYSTEM	1	L SUM

3

PROPOSED LIGHTING LEGEND

- PROPOSED 173W LED COBRAHEAD ROADWAY TYPE LUMINAIRE (AUTOBAHN SERIES ATB2 LUMINAIRE MODEL NO. ATB2-60BLEDE10-MVOLT-R3) MOUNTED ON A 30'-0" TAPERED ALUMINUM DAVIT ARM POLE WITH A 39W LED PEDESTRIAN LUMINAIRE (AUTOBAHN SERIES ATBO MODEL NO. ATBO-20BLEDE10-MVOLT-R2)
- REFURBISHED 165W UNION METAL TALLMADGE INDUCTION POST TOP LUMINAIRE MOUNTED ON A 16'-0" ORNAMENTAL LIGHT POLE WITH TYPE III OPTICS (MODEL NO. NL56C-N60152-02)
- EXISTING 400W METAL HALIDE SHOEBOX TYPE LUMINAIRE MOUNTED ON A 30'-0" DAVIT ARM POLE TO BE REMOVED
- EXISTING 165W UNION METAL TALLMADGE INDUCTION POST TOP LUMINAIRE MOUNTED ON A 16'-0" ORNAMENTAL LIGHT POLE (MODEL NO. NL56C-8571) TO BE REMOVED AND REFURBISHED
- PROPOSED 20A-120V GFCI TREE GRATE CORD RECEPTACLE WITH 12" X 12" COMPOSITE CONCRETE JUNCTION BOX
- PP1-1/3 RP1-4 — PANELBOARD NAME - LIGHTING CIRCUIT(S) OR RECEPTACLE CIRCUIT
- UD — WIRE IN SCH 40 HDPE CONDUIT AS SHOWN ON PLANS (SEE CONDUIT AND CONDUCTOR SCHEDULE)
- E — EXISTING 2/C #4 AND 1/C #6 GROUND IN 1 1/4" PVC CONDUIT FOR EXISTING STREET LIGHTING CIRCUITRY
- EXISTING 3/C #4 AND 1/C #4 NEUTRAL IN 1 1/4" PVC CONDUIT FOR EXISTING FESTIVAL LIGHTING CIRCUITRY

- PROPOSED 30" X 54" DOUBLE CONCRETE HANDHOLE
- PROPOSED CONTROLLER OR RECEPTACLE CABINET AS SHOWN ON PLANS
- E — WIRE IN RGS CONDUIT AS SHOWN ON PLANS (SEE CONDUIT AND CONDUCTOR SCHEDULE)
- PROPOSED 12" X 12" COMPOSITE CONCRETE HANDHOLE
- POLE NUMBER (ROADWAY LIGHTING ONLY)
- STREET LIGHTING CIRCUIT IDENTIFIER
- P1-CKT A(1) 15' FOC — FESTIVAL LIGHTING CIRCUIT IDENTIFIER; OFFSET FROM THE FACE OF CURB (FOC) TO THE CENTER OF THE LIGHT POLE
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- W — EXISTING WATERMAIN
- OH — EXISTING OVERHEAD WIRES
- G — EXISTING GAS LINE
- E — EXISTING ELECTRIC LINE

EXISTING LIGHTING LEGEND

- EX-T(R)1 P338 — EXISTING LIGHT STANDARD; POLE TYPE: T=TALLMADGE R=ROADWAY; POLE NUMBER; CITY OF EVANSTON POLE NUMBER
- 1 — EXISTING 165W UNION METAL TALLMADGE INDUCTION POST TOP LUMINAIRE MOUNTED ON A 16'-0" ORNAMENTAL LIGHT POLE (MODEL NO. NL56C-8571) TALLMADGE LIGHT STANDARD TO BE REMOVED AND RELOCATED AS SHOWN ON THE PROPOSED LIGHTING PLANS; EACH UNIT SHALL BE REFURBISHED (SEE SPECIAL PROVISIONS)
- 2 — EXISTING 165W UNION METAL TALLMADGE INDUCTION POST TOP LUMINAIRE MOUNTED ON A 16'-0" ORNAMENTAL LIGHT POLE (MODEL NO. NL56C-8571) TALLMADGE LIGHT STANDARD TO BE REMOVED AND RETURNED TO CITY STOCK
- EXISTING 400W METAL HALIDE SHOEBOX TYPE LUMINAIRE MOUNTED ON A 30'-0" DAVIT ARM POLE TO BE REMOVED AND RETURNED TO CITY STOCK
- E — EXISTING 2/C #4 AND 1/C #6 GROUND IN 1 1/4" PVC CONDUIT FOR EXISTING STREET LIGHTING CIRCUITRY
- EXISTING 3/C #4 AND 1/C #4 NEUTRAL IN 1 1/4" PVC CONDUIT FOR EXISTING FESTIVAL LIGHTING CIRCUITRY
- E — ELECTRIC CABLES TO BE REMOVED AND CONDUIT TO BE ABANDONED IN PLACE

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3	02.15.2017	ADDENDUM NO. 03

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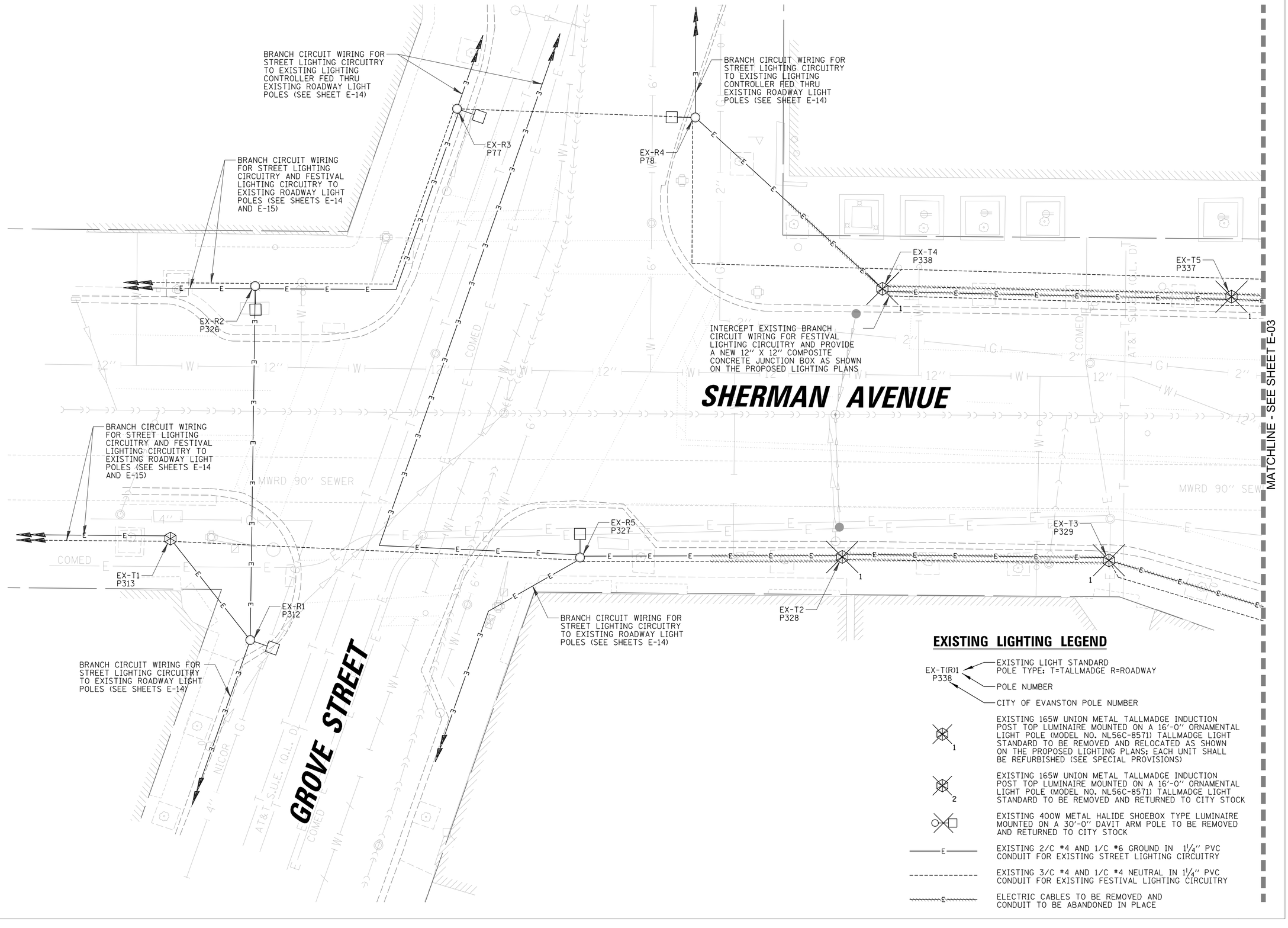
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Electrical & Lighting Notes & Legends

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E-01

3/27/2017
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EXISTING LIGHTING LEGEND

EX-T(R)1 P338
- EXISTING LIGHT STANDARD POLE TYPE: T=TALLMADGE R=ROADWAY
- POLE NUMBER
- CITY OF EVANSTON POLE NUMBER

1 — EXISTING 165W UNION METAL TALLMADGE INDUCTION POST TOP LUMINAIRE MOUNTED ON A 16'-0" ORNAMENTAL LIGHT POLE (MODEL NO. NL56C-8571) TALLMADGE LIGHT STANDARD TO BE REMOVED AND RELOCATED AS SHOWN ON THE PROPOSED LIGHTING PLANS; EACH UNIT SHALL BE REFURBISHED (SEE SPECIAL PROVISIONS)

2 — EXISTING 165W UNION METAL TALLMADGE INDUCTION POST TOP LUMINAIRE MOUNTED ON A 16'-0" ORNAMENTAL LIGHT POLE (MODEL NO. NL56C-8571) TALLMADGE LIGHT STANDARD TO BE REMOVED AND RETURNED TO CITY STOCK

EXISTING 400W METAL HALIDE SHOEBOX TYPE LUMINAIRE MOUNTED ON A 30'-0" DAVIT ARM POLE TO BE REMOVED AND RETURNED TO CITY STOCK

E — EXISTING 2/C #4 AND 1/C #6 GROUND IN 1¼" PVC CONDUIT FOR EXISTING STREET LIGHTING CIRCUITRY

EXISTING 3/C #4 AND 1/C #4 NEUTRAL IN 1¼" PVC CONDUIT FOR EXISTING FESTIVAL LIGHTING CIRCUITRY

E — ELECTRIC CABLES TO BE REMOVED AND CONDUIT TO BE ABANDONED IN PLACE

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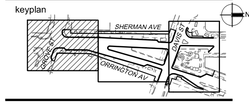
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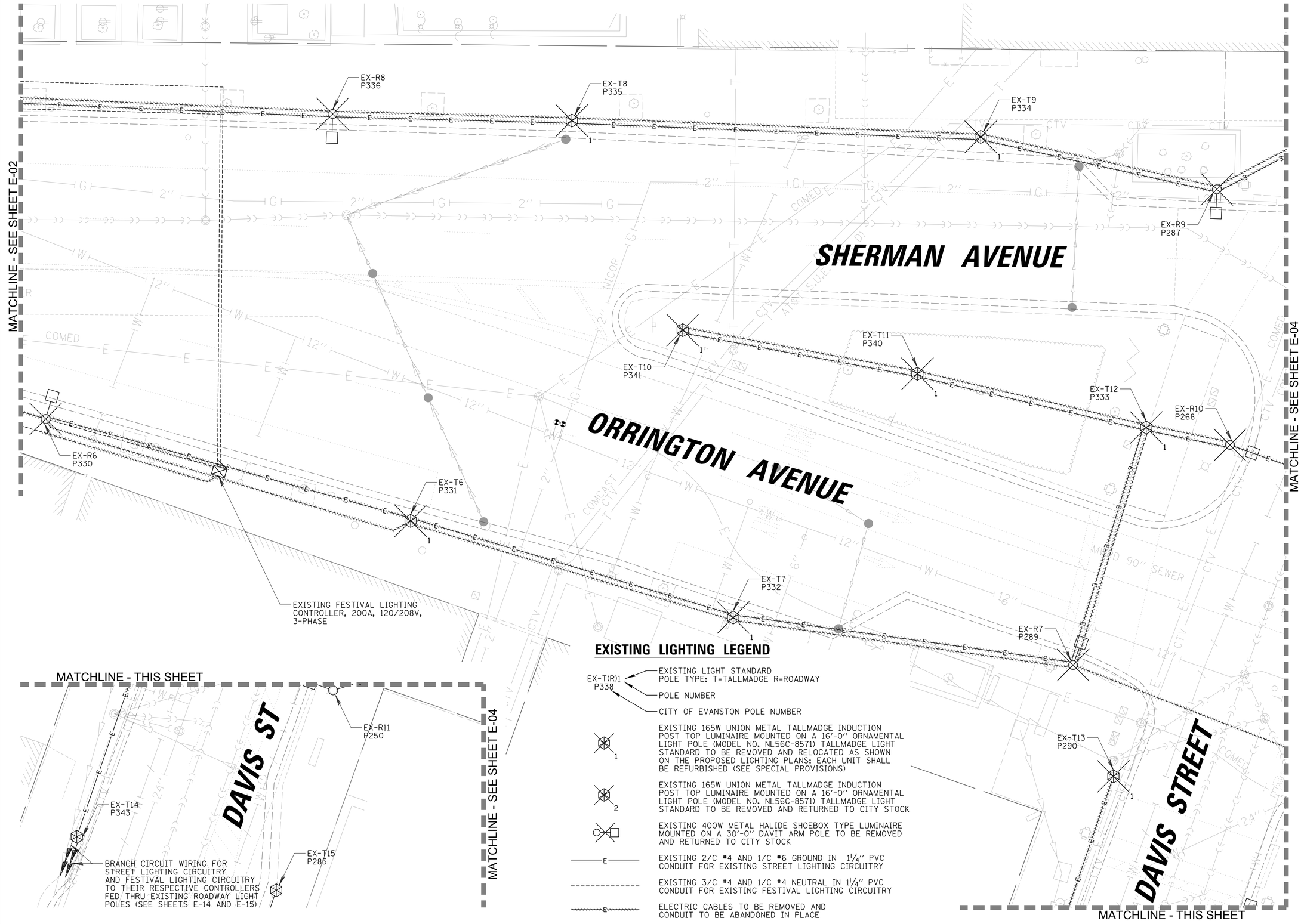


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1.19.2017

sheet name
Existing Electrical & Lighting Conditions - 1

sheet number
E-02



EXISTING LIGHTING LEGEND

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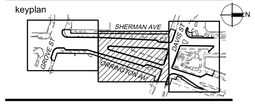
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CONSTRUCTION SET
03.28.2017

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issue date
1.19.2017

sheet name
Existing Electrical & Lighting Conditions - 2

sheet number
E-03

BRANCH CIRCUIT WIRING FOR FESTIVAL LIGHTING CIRCUITRY TO EXISTING ROADWAY LIGHT POLES (SEE SHEET E-15)

BRANCH CIRCUIT WIRING FOR STREET LIGHTING CIRCUITRY TO EXISTING LIGHTING CONTROLLER FED THRU EXISTING ROADWAY LIGHT POLES (SEE SHEET E-14)

EX-R15 P203

REMOVE EXISTING SECURITY CAMERA FROM EXISTING POLE R15 AND REINSTALL ON PROPOSED POLE P-13 (SEE SPECIAL PROVISIONS)

BRANCH CIRCUIT WIRING FOR STREET LIGHTING CIRCUITRY TO EXISTING ROADWAY LIGHT POLES. P198 AND THE REMAINING LIGHT POLES ON CIRCUIT F SHALL BE PICKED UP BY THE EXISTING LIGHTING CONTROLLER LOCATED AT CLARK AND SHERMAN AND ADDED TO CIRCUIT I BY FURNISHING 4" RGS CONDUIT AND XLP-TYPE USE CABLES IN KIND BETWEEN P187 AND P188 AS SEEN ON SHEET E-14

EX-R16 P198

BRANCH CIRCUIT WIRING FOR FESTIVAL LIGHTING CIRCUITRY TO EXISTING ROADWAY LIGHT POLES (SEE SHEET E-15)

INTERCEPT EXISTING BRANCH CIRCUIT WIRING FOR FESTIVAL LIGHTING CIRCUITRY AND PROVIDE A NEW 12" X 12" COMPOSITE CONCRETE JUNCTION BOX AS SHOWN ON THE PROPOSED LIGHTING PLANS

INTERCEPT EXISTING BRANCH CIRCUIT WIRING FOR FESTIVAL LIGHTING CIRCUITRY WHERE P199 IS REMOVED AND PROVIDE A NEW 12" X 12" COMPOSITE CONCRETE JUNCTION BOX AS SHOWN ON THE PROPOSED LIGHTING PLANS

EXISTING FESTIVAL LIGHTING CONTROLLER, 200A, 120/208V, 3-PHASE

EX-T23 P199

BRANCH CIRCUIT WIRING FOR FRSTIVAL LIGHTING CIRCUITRY TO EXISTING ROADWAY LIGHT POLES (SEE SHEETS E-15)

INTERCEPT EXISTING BRANCH CIRCUIT WIRING FOR FESTIVAL LIGHTING CIRCUITRY AND UTILIZE UL LISTED HDPE COUPLERS FOR UNDERGROUND APPLICATION, HDPE CONDUIT, AND WET LOCATIONS (DURALINE SHUR-LOCK II, OR EQUAL) TO KEEP THE INTEGRITY OF THE EXISTING UNIT DUCT INTACT

BRANCH CIRCUIT WIRING FOR STREET LIGHTING CIRCUITRY AND FESTIVAL LIGHTING CIRCUITRY TO THEIR RESPECTIVE CONTROLLERS FED THRU EXISTING ROADWAY LIGHT POLES (SEE SHEETS E-14 AND E-15)

EX-T21 P246

EX-T24 P258

EX-T22 P202

BRANCH CIRCUIT WIRING FOR STREET LIGHTING CIRCUITRY AND FESTIVAL LIGHTING CIRCUITRY TO EXISTING ROADWAY LIGHT POLES (SEE SHEETS E-14 AND E-15)

EX-T17 P95

EX-R13 P201

EX-R14 P247

EX-T20 P248

INTERCEPT EXISTING BRANCH CIRCUIT WIRING FOR STREET LIGHTING CIRCUITRY AND PROVIDE A NEW 12" X 12" COMPOSITE CONCRETE JUNCTION BOX AS SHOWN ON THE PROPOSED LIGHTING PLANS

EX-R12 P96

EX-T18 P200

EX-T19 P259

BRANCH CIRCUIT WIRING FOR STREET LIGHTING CIRCUITRY AND FESTIVAL LIGHTING CIRCUITRY TO EXISTING ROADWAY LIGHT POLES (SEE SHEETS E-14 AND E-15)

EX-T16 P266

SHERMAN AVENUE

ORRINGTON AVENUE

DAVIS STREET

EXISTING LIGHTING LEGEND

EX-T(R)1 P338
- EXISTING LIGHT STANDARD POLE TYPE: T=TALLMADGE R=ROADWAY
- POLE NUMBER
- CITY OF EVANSTON POLE NUMBER

1 — EXISTING 165W UNION METAL TALLMADGE INDUCTION POST TOP LUMINAIRE MOUNTED ON A 16'-0" ORNAMENTAL LIGHT POLE (MODEL NO. NL56C-8571) TALLMADGE LIGHT STANDARD TO BE REMOVED AND RELOCATED AS SHOWN ON THE PROPOSED LIGHTING PLANS; EACH UNIT SHALL BE REFURBISHED (SEE SPECIAL PROVISIONS)

2 — EXISTING 165W UNION METAL TALLMADGE INDUCTION POST TOP LUMINAIRE MOUNTED ON A 16'-0" ORNAMENTAL LIGHT POLE (MODEL NO. NL56C-8571) TALLMADGE LIGHT STANDARD TO BE REMOVED AND RETURNED TO CITY STOCK

EXISTING 400W METAL HALIDE SHOEBOX TYPE LUMINAIRE MOUNTED ON A 30'-0" DAVIT ARM POLE TO BE REMOVED AND RETURNED TO CITY STOCK

E — EXISTING 2/C #4 AND 1/C #6 GROUND IN 1¼" PVC CONDUIT FOR EXISTING STREET LIGHTING CIRCUITRY

EXISTING 3/C #4 AND 1/C #4 NEUTRAL IN 1¼" PVC CONDUIT FOR EXISTING FESTIVAL LIGHTING CIRCUITRY

E — ELECTRIC CABLES TO BE REMOVED AND CONDUIT TO BE ABANDONED IN PLACE

MATCHLINE - SEE SHEET E-03

3/27/2017
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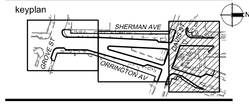
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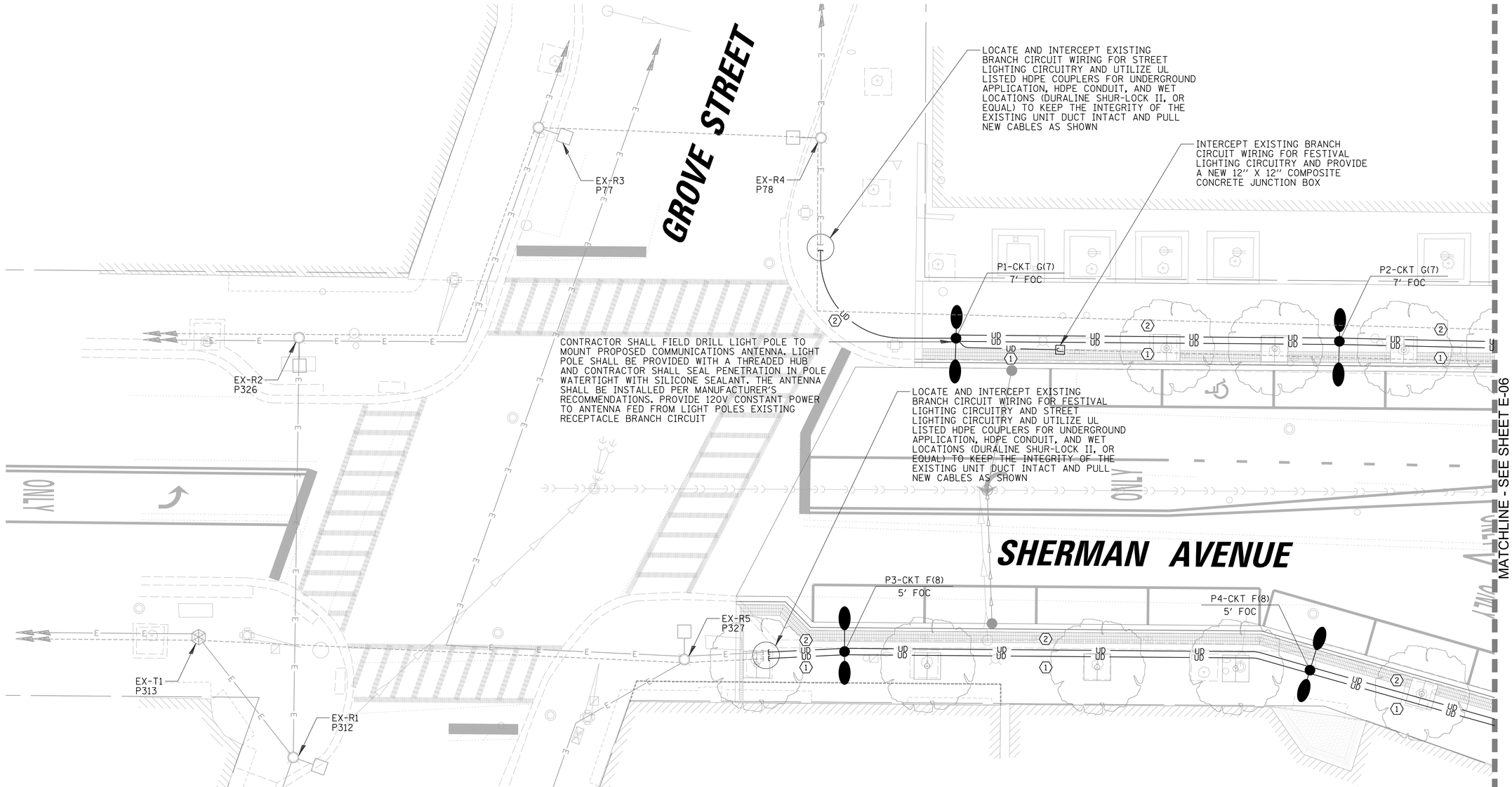


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Existing Electrical & Lighting Conditions - 3

sheet number
E-04



CONDUIT AND CONDUCTOR SCHEDULE	
ID	DESCRIPTION
1	3/C #4 AND 1/C #4 NEUTRAL XLP TYPE USE CABLES IN 1¼'' SCH 40 HDPE CONDUIT
2	2/C #4 AND 1/C #6 GROUND XLP TYPE USE CABLES IN 1¼'' SCH 40 HDPE CONDUIT
3	6/C #4, 1/C #4 NEUTRAL AND 1/C #8 GROUND XLP TYPE USE CABLES IN 2'' SCH 40 HDPE CONDUIT
4	2/C #4, 1/C#4 NEUTRAL AND 1/C #8 GROUND XLP TYPE USE CABLE IN 1¼'' SCH 40 HDPE CONDUIT
5	1/C #8, 1/C #8 NEUTRAL AND 1/C #8 GROUND XLP TYPE USE CABLE IN 1'' SCH 40 HDPE CONDUIT
6	2/C #4/0, 1/C #4/0 NEUTRAL AND 1/C #2 GROUND XLP TYPE USE CABLE IN 3'' RGS CONDUIT
7	1/C #10, 1/C #10 NEUTRAL AND 1/C #10 GROUND XLP TYPE USE CABLE IN 1'' SCH 40 HDPE CONDUIT
8	3/C #4, 1/C #4 NEUTRAL AND 1/C #8 GROUND XLP TYPE USE CABLE IN 1¼'' SCH 40 HDPE CONDUIT
9	1/C #4, 1/C #4 NEUTRAL AND 1/C #8 GROUND XLP TYPE USE CABLE IN 1'' SCH 40 HDPE CONDUIT
10	4/C #4, 1/C #4 NEUTRAL AND 1/C #8 GROUND XLP TYPE USE CABLE IN 1¼'' SCH 40 HDPE CONDUIT
11	2/C #8, 2/C #8 NEUTRAL AND 1/C #8 GROUND XLP TYPE USE CABLE IN 1'' SCH 40 HDPE CONDUIT
12	2/C #4, 2/C #4 NEUTRAL AND 1/C #8 GROUND XLP TYPE USE CABLE IN 1¼'''' SCH 40 HDPE CONDUIT

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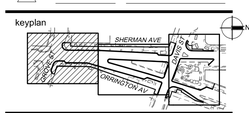
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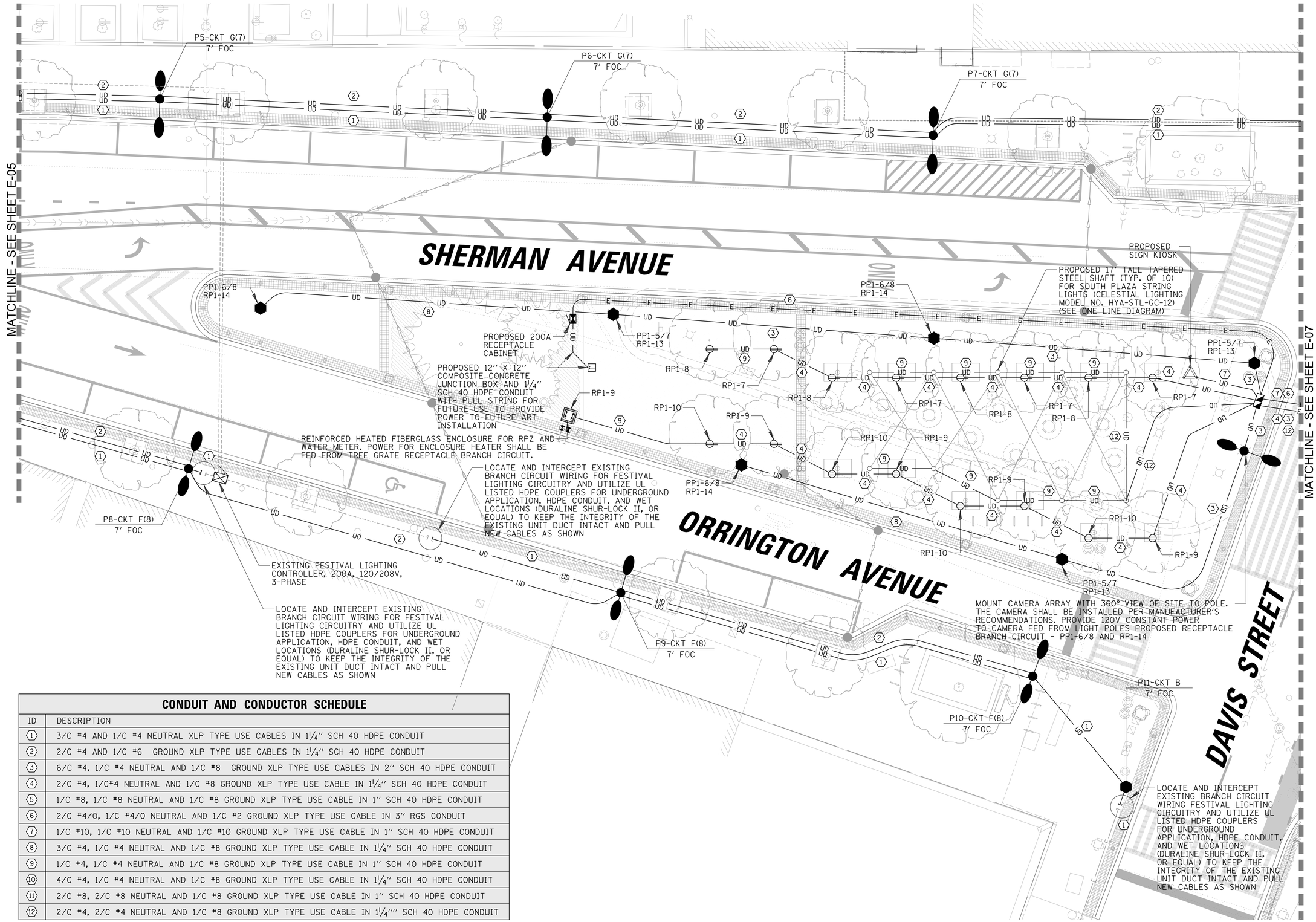
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SHERMAN AVE
DAVIS ST
CLARK ST
GRANT ST
GRANGE AVE
GRANT ST
GRANGE AVE
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GRANGE AVE



CONDUIT AND CONDUCTOR SCHEDULE

ID	DESCRIPTION
①	3/C #4 AND 1/C #4 NEUTRAL XLP TYPE USE CABLES IN 1¼" SCH 40 HDPE CONDUIT
②	2/C #4 AND 1/C #6 GROUND XLP TYPE USE CABLES IN 1¼" SCH 40 HDPE CONDUIT
③	6/C #4, 1/C #4 NEUTRAL AND 1/C #8 GROUND XLP TYPE USE CABLES IN 2" SCH 40 HDPE CONDUIT
④	2/C #4, 1/C#4 NEUTRAL AND 1/C #8 GROUND XLP TYPE USE CABLE IN 1¼" SCH 40 HDPE CONDUIT
⑤	1/C #8, 1/C #8 NEUTRAL AND 1/C #8 GROUND XLP TYPE USE CABLE IN 1" SCH 40 HDPE CONDUIT
⑥	2/C #4/0, 1/C #4/0 NEUTRAL AND 1/C #2 GROUND XLP TYPE USE CABLE IN 3" RGS CONDUIT
⑦	1/C #10, 1/C #10 NEUTRAL AND 1/C #10 GROUND XLP TYPE USE CABLE IN 1" SCH 40 HDPE CONDUIT
⑧	3/C #4, 1/C #4 NEUTRAL AND 1/C #8 GROUND XLP TYPE USE CABLE IN 1¼" SCH 40 HDPE CONDUIT
⑨	1/C #4, 1/C #4 NEUTRAL AND 1/C #8 GROUND XLP TYPE USE CABLE IN 1" SCH 40 HDPE CONDUIT
⑩	4/C #4, 1/C #4 NEUTRAL AND 1/C #8 GROUND XLP TYPE USE CABLE IN 1¼" SCH 40 HDPE CONDUIT
⑪	2/C #8, 2/C #8 NEUTRAL AND 1/C #8 GROUND XLP TYPE USE CABLE IN 1" SCH 40 HDPE CONDUIT
⑫	2/C #4, 2/C #4 NEUTRAL AND 1/C #8 GROUND XLP TYPE USE CABLE IN 1¼"" SCH 40 HDPE CONDUIT

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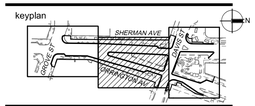
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Proposed
Lighting Plan - 2

sheet number
E-06

NOTES:

THE EXISTING FESTIVAL LIGHTING CONTROLLER LOCATED IN THE NORTH PLAZA SHALL BE REPAINTED BLACK TO MATCH THE PROPOSED MAIN DISTRIBUTION CABINET AND LIGHT POLES. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE PAY ITEM FOR MAINTENANCE OF EXISTING LIGHTING SYSTEMS.

CONDUIT AND CONDUCTOR SCHEDULE

ID	DESCRIPTION
1	3/C #4 AND 1/C #4 NEUTRAL XLP TYPE USE CABLES IN 1¼" SCH 40 HDPE CONDUIT
2	2/C #4 AND 1/C #6 GROUND XLP TYPE USE CABLES IN 1¼" SCH 40 HDPE CONDUIT
3	6/C #4, 1/C #4 NEUTRAL AND 1/C #8 GROUND XLP TYPE USE CABLES IN 2" SCH 40 HDPE CONDUIT
4	2/C #4, 1/C#4 NEUTRAL AND 1/C #8 GROUND XLP TYPE USE CABLE IN 1¼" SCH 40 HDPE CONDUIT
5	1/C #8, 1/C #8 NEUTRAL AND 1/C #8 GROUND XLP TYPE USE CABLE IN 1" SCH 40 HDPE CONDUIT
6	2/C #4/0, 1/C #4/0 NEUTRAL AND 1/C #2 GROUND XLP TYPE USE CABLE IN 3" RGS CONDUIT
7	1/C #10, 1/C #10 NEUTRAL AND 1/C #10 GROUND XLP TYPE USE CABLE IN 1" SCH 40 HDPE CONDUIT
8	3/C #4, 1/C #4 NEUTRAL AND 1/C #8 GROUND XLP TYPE USE CABLE IN 1¼" SCH 40 HDPE CONDUIT
9	1/C #4, 1/C #4 NEUTRAL AND 1/C #8 GROUND XLP TYPE USE CABLE IN 1" SCH 40 HDPE CONDUIT
10	4/C #4, 1/C #4 NEUTRAL AND 1/C #8 GROUND XLP TYPE USE CABLE IN 1¼" SCH 40 HDPE CONDUIT
11	2/C #8, 2/C #8 NEUTRAL AND 1/C #8 GROUND XLP TYPE USE CABLE IN 1" SCH 40 HDPE CONDUIT
12	2/C #4, 2/C #4 NEUTRAL AND 1/C #8 GROUND XLP TYPE USE CABLE IN 1¼"" SCH 40 HDPE CONDUIT

P14-CKT H(14)
5' FOC

EX-R16
P198

PROPOSED 600A (3 METERS) 120/208V 1Ø NEMA 3R ALUMINUM MAIN DISTRIBUTION CABINET PAINTED BLACK

PROPOSED 3 PARALLEL SETS OF 3/C #3/0 XLP-TYPE USE SERVICE CABLES IN (3) 2½" RGS CONDUIT (CONTRACTOR TO COORDINATE WITH COM ED)

400A RATED CT CABINET

INTERCEPT EXISTING BRANCH CIRCUIT WIRING FOR FESTIVAL LIGHTING CIRCUITRY AND PROVIDE A NEW 12" X 12" COMPOSITE CONCRETE JUNCTION BOX

PP1-1/3
RP1-12

RP1-3

RP1-4

PP1-2/4
RP1-11

PROVIDE (2) 1¼" SPARE SCH 40 PVC CONDUIT, STUB OUT 5' AND CAP

PROPOSED EMERGENCY VOICE COMMUNICATION UNIT WITH 360° VIEW CAMERA INTEGRATED INTO THE THE BODY, TYP. OF 2 (SEE MECHANICAL PLANS) (CODE BLUE CB1-S OR EQUAL)

EXISTING FESTIVAL LIGHTING CONTROLLER, 200A, 120/208V, 3-PHASE (NOTE 1)

PROPOSED 200A RECEPTACLE CABINET

PROPOSED VETERANS MEMORIAL WALL WITH JUNCTION BOX CAST INTO BACK SIDE FOR LED UPLIGHTING

EX-T21
P246

EXISTING COM ED UNDERGROUND VAULT SERVICE DROP LOCATION (CONTRACTOR SHALL COORDIANTE WITH COM ED)

RP1-1

RP1-2

RP1-5

RP1-6

P16-CKT C(9)
8' FOC

P13-CKT H(14)
5' FOC

FURNISH AND REINSTALL EXISTING SECURITY CAMERA SURVEILLANCE EQUIPMENT AND WIRING REMOVED FROM EXISTING POLE R15 TO NEW POLE P-13 (SEE SPECIAL PROVISIONS)

SHERMAN AVENUE

ORRINGTON AVENUE

DAVIS STREET

EX-T17
P95

EX-R13
P201

PROPOSED FOUNTAIN PRECAST CONCRETE BENCHES WITH LED LIGHT STRIP, TYP

PP1-2/4
RP1-11

SEE MECHANICAL PLANS

REINFORCED HEATED FIBERGLASS ENCLOSURE FOR RPZ AND WATER METER. POWER FOR ENCLOSURE HEATER SHALL BE FED FROM TREE GRATE RECEPTACLE BRANCH CIRCUIT.

PP1-1/3
RP1-12

(2) 4" RGS CONDUIT

P15-CKT C(9)
8' FOC

PROPOSED 45' FLAG POLE WITH LED BEACON LIGHT

EX-R12
P96

LOCATE AND INTERCEPT EXISTING BRANCH CIRCUIT WIRING FOR FESTIVAL LIGHTING CIRCUITRY AND UTILIZE UL LISTED HDPE COUPLERS FOR UNDERGROUND APPLICATION, HDPE CONDUIT, AND WET LOCATIONS (DURALINE SHUR-LOCK II, OR EQUAL) TO KEEP THE INTEGRITY OF THE EXISTING UNIT DUCT INTACT AND PULL NEW CABLES AS SHOWN

INTERCEPT EXISTING BRANCH CIRCUIT WIRING FOR STREET LIGHTING CIRCUITRY AND PROVIDE A NEW 12" X 12" COMPOSITE CONCRETE JUNCTION BOX

P12-CKT G(7)
5' FOC

(2) 4" RGS CONDUIT

LOCATE AND INTERCEPT EXISTING BRANCH CIRCUIT WIRING FOR FESTIVAL LIGHTING CIRCUITRY AND UTILIZE UL LISTED HDPE COUPLERS FOR UNDERGROUND APPLICATION, HDPE CONDUIT, AND WET LOCATIONS (DURALINE SHUR-LOCK II, OR EQUAL) TO KEEP THE INTEGRITY OF THE EXISTING UNIT DUCT INTACT AND PULL NEW CABLES AS SHOWN

MATCHLINE - SEE SHEET E-06

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E-07

Consistent with LEED® goals & Green Globes™ criteria for light pollution reduction

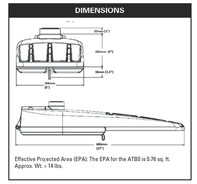
Autobahn Series ATB0
Roadway Lighting

PRODUCT OVERVIEW



Applications:
- Roadways
- Off ramps
- Residential streets
- Parking lots

DIMENSIONS



Effective Projected Area (EPA): The EPA for the ATB0 is 0.76 sq. ft.
Approx. Wt. = 14 lbs.

Features:

OPTICAL

Same Light: Performance is comparable to 70-200W HPS roadway luminaires.

White Light: Correlated color temperature ~ 4000K, 70 CRI minimum, 3000K, 70 CRI minimum or optional 5000K, 70 CRI minimum.

Unique IP66 rated LED light engines provided 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage and optimal pole spacing. Available in Type II, III, IV, and V roadway distributions.

ELECTRICAL

Expected Life: LED light engines are rated >100,000 hours at 25°C, L70. Electronic driver has an expected life of 100,000 hours at a 25°C ambient.

Lower Energy: Saves an expected of 40-60% over comparable HID luminaires.

Robust Surge Protection: Three different surge protection options provide a minimum of IEEE/ANSI C62.41 Category C (10kV/5kA) protection. 20kV/10kA protection is also available.

MECHANICAL

Includes standard AEL lineman-friendly features such as tool-less entry, 3 station terminal block and quick disconnects. Bubble level located inside the electrical compartment for easily leveling at installation.

Rugged die-cast aluminum housing and door are polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 1000 hours exposure to salt fog chamber (operated per ASTM B117). Optional Enhanced Corrosion Resistant finish (CR) increases the salt spray exposure over 5000 hours.

Mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter. Provides a 3G vibration rating per ANSI C136.31

Wildlife shield is cast into the housing (not a separate piece).

CONTROLS

NEMA 3 pin photocontrol receptacle is standard, with the Acuity designed ANSI standard 5 pin and 7 pin receptacles optionally available.

Premium solid state locking style photocontrol - PCSS (10 year rated life) Extreme long life solid state locking style photocontrol - PCLL (20 year rated life).

Multi-level dimming available to provide scheduled dimming as specified by the customer.

Optional onboard Adjustable Output module allows the light output and input wattage to be modified to meet site specific requirements, and also can allow a single fixture to be flexibly applied in many different applications.

STANDARDS

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Rated for -40°C to 40°C ambient

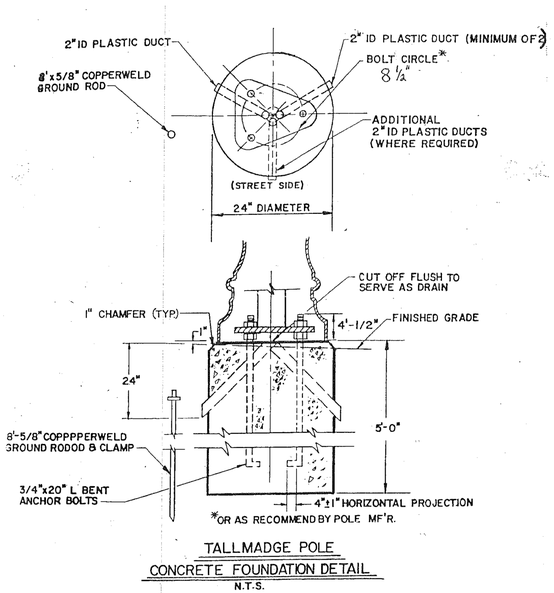
CSA Certified to U.S. and Canadian standards

Complies with ANSI: C136.2, C136.10, C136.14, C136.31, C136.15, C136.37

Note: Specifications subject to change without notice. Actual performance may differ as a result of end-user environment and application.

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PEDESTRIAN LUMINAIRE CATALOG CUT



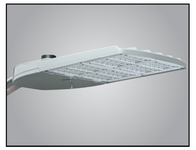
TALLMADGE POLE
CONCRETE FOUNDATION DETAIL
N.T.S.

ORNAMENTAL TALLMADGE 3–BOLT LIGHT POLE BASE DETAIL
N.T.S.

Consistent with LEED® goals & Green Globes™ criteria for light pollution reduction

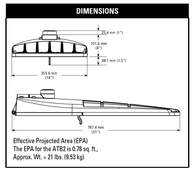
Autobahn Series ATB2
Roadway Lighting

PRODUCT OVERVIEW



Applications:
- Roadways
- Off ramps
- Residential streets
- Parking lots

DIMENSIONS



Effective Projected Area (EPA):
The EPA for the ATB2 is 0.78 sq. ft.,
Approx. Wt. = 21 lbs. (9.53 kg)

Features:

OPTICAL

Same Light: Performance is comparable to 250-400W HPS roadway luminaires.

White Light: Correlated color temperature ~ 4000K, 70 CRI minimum, 3000K, 70CRI minimum or optional 5000K, 70 CRI minimum.

Unique IP66 rated LED light engines provided 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage and optimal pole spacing.

Available in Type II, III, IV, & V roadway distributions.

ELECTRICAL

Expected Life: LED light engines are rated >100,000 hours at 25°C, L70. Electronic driver has an expected life of 100,000 hours at a 25°C ambient.

Lower Energy: Saves an average of 40-60% over comparable HPS platforms.

Robust Surge Protection: Three different surge protection options provide a minimum of IEEE/ANSI C62.41 Category C (10kV/5kA) protection. 20kV/10kA protection is also available.

MECHANICAL

Easy to Maintain: Includes standard AEL lineman-friendly features such as tool-less entry, 3 station terminal block and quick disconnects. Bubble level located inside the electrical compartment for easy leveling at installation.

Rugged die-cast aluminum housing is polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 1000 hours exposure to salt fog chamber (operated per ASTM B117) Optional Enhanced Corrosion Resistant finish (CR) increases the salt spray exposure to 5000 hours.

Four-bolt mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter and provides a 3G vibration rating per ANSI C136.

Wildlife shield is cast into the housing (not a separate piece).

CONTROLS

NEMA 3 Pin photocontrol receptacle is standard, with the Acuity designed ANSI 5 Pin and 7 Pin receptacles optionally available.

Premium solid state locking sale photocontrol - PCSS (10 year rated life). Extreme long life sold state locking style photocontrol - PCLL (20 year rated life).

Multi-level dimming available to provide scheduled dimming as specified by the customer.

Optional onboard Adjustable Output module allows the light output and input wattage to be modified to meet site specific requirements, and can also allow a single fixture to be flexibly applied in many different applications.

STANDARDS

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

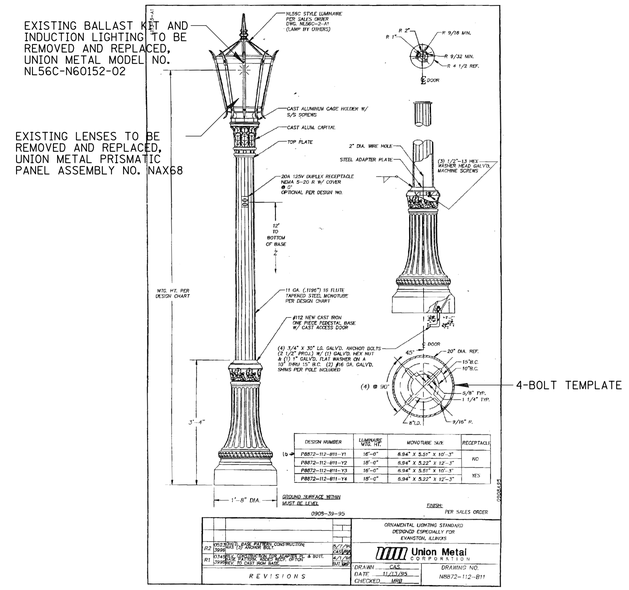
Rated for -40°C to 40°C ambient.

CSA Certified to U.S. and Canadian standards

Complies with ANSI: C136.2, C136.10, C136.14, C136.31, C136.15, C136.37

Note: Specifications subject to change without notice.
Autobahn Series – AEL_0109_ATB2

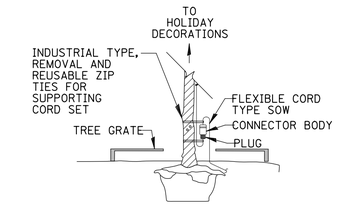
ROADWAY LUMINAIRE CATALOG CUT



NOTES:

1. EACH RELOCATED TALLMADGE POLE IS TO BE REFURBISHED, BLASTED TO BARE METAL, PRIMED AND REPAINTED AND HAVE NEW INDUCTION LAMP BALLAST AND NEW LENSES. ALL DAMAGED POLE BASES SHALL BE REWELDED TO LIKE NEW CONDITION.

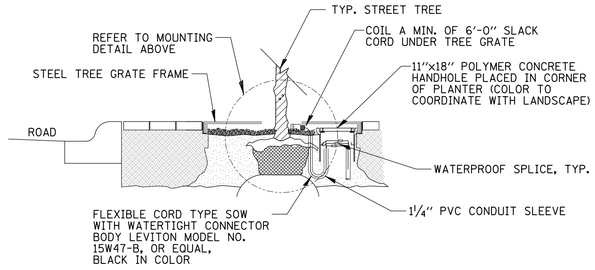
PROPOSED AND EXISTING ORNAMENTAL TALLMADGE LIGHT POLE DETAIL
N.T.S.



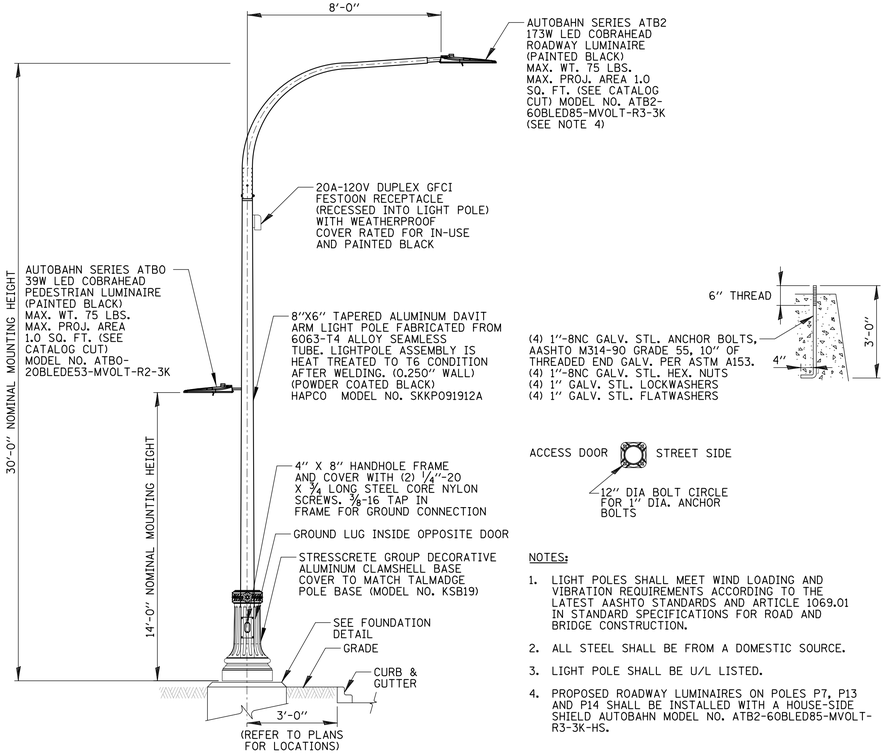
MOUNTING DETAIL FOR IN USE SERVICE

NOTES:

1. THE PROPOSED WATERTIGHT CORD CONNECTORS SHOWN SHALL BE USED IN CONJUCTION WITH ONLY CORRESPONDING LEVITON WATERTIGHT PLUG MODEL NO. 14W47-B, BLACK IN COLOR, RATED IN-USE PER NEC.
2. PROVIDE A RECEPTACLE IN ALL TREE GRATES WHERE INDICATED ON PLANS.
3. CONTRACTOR SHALL SUPPLY SEPARATE CORD SET, 10 FT. IN LENGTH AND BLACK IN COLOR, WITH MATCHING LEVITON CONNECTOR ENDS (ONE END W/ PLUG AND ONE END W/ RECEPTACLE).
4. ALL MATERIAL & LABOR TO PERFORM THE WORK SHOWN ABOVE SHALL BE INCLUDED IN UNIT PRICE FOR "120V GFCI TREE GRATE RECEPTACLES," INCLUDING HANDHOLE.



TREE GRATE RECEPTACLE DETAIL
N.T.S.



NOTES:

1. LIGHT POLES SHALL MEET WIND LOADING AND VIBRATION REQUIREMENTS ACCORDING TO THE LATEST AASHTO STANDARDS AND ARTICLE 1069.01 IN STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
2. ALL STEEL SHALL BE FROM A DOMESTIC SOURCE.
3. LIGHT POLE SHALL BE U/L LISTED.
4. PROPOSED ROADWAY LUMINAIRES ON POLES P7, P13 AND P14 SHALL BE INSTALLED WITH A HOUSE-SIDE SHIELD AUTOBAHN MODEL NO. ATB2-60BLED85-MVOLT-R3-3K-HS.

ROADWAY LIGHTPOLE DETAIL
N.T.S.

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project name
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CONSTRUCTION SET
03.28.2017

issue / revision	date	description

keyplan



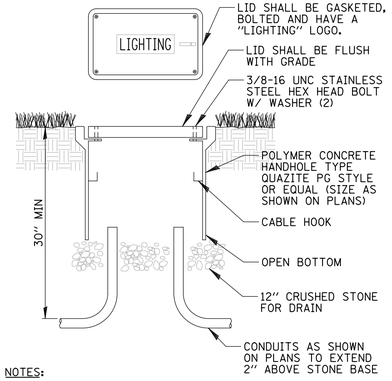
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1.19.2017

sheet name
Fountain Square Lighting Details - 1

sheet number
E-08

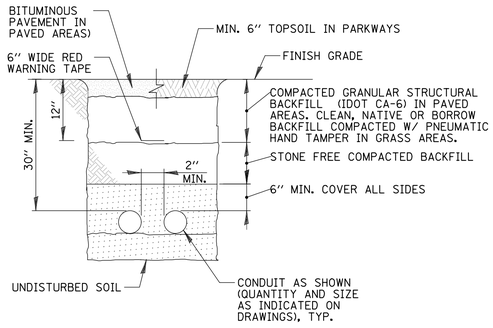
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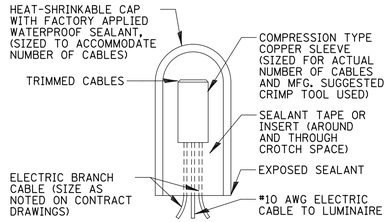
NOTES:

1. ALL SPLICES SHALL BE WATERPROOF (SEE SPLICING DETAIL).
2. POLYMER CONCRETE HANDHOLE AND LID SHALL BE GREEN IN LANDSCAPED AREAS AND MATCH COLOR IN CONCRETE/BRICK AREAS.
3. BOX & LID SHALL MEET/EXCEED ANSI TIER 15 LOADING REQUIREMENTS AND BE UL LISTED.

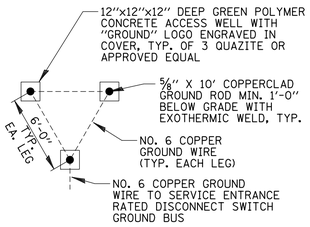
COMPOSITE CONCRETE HANDHOLE
N.T.S.



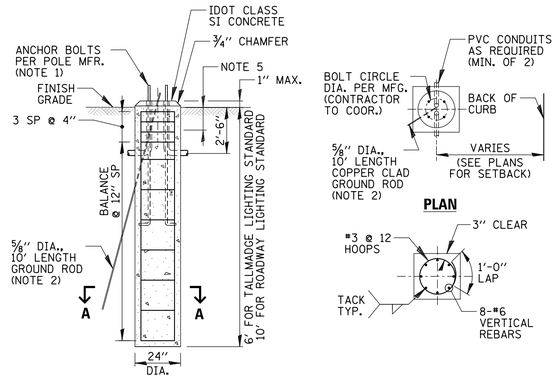
ELECTRICAL CONDUIT INSTALLATION
N.T.S.



SPLICING ELECTRIC CABLE
N.T.S.



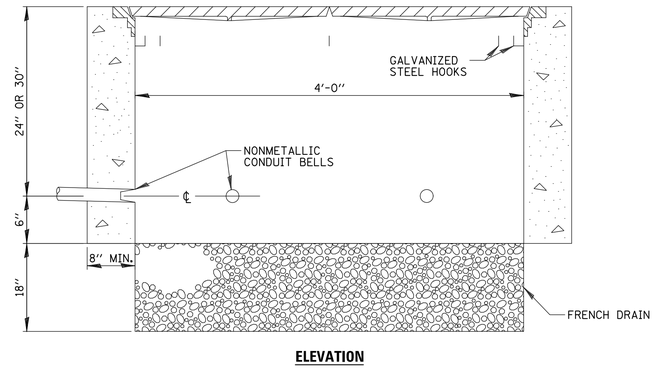
GROUND FIELD DETAIL
N.T.S.



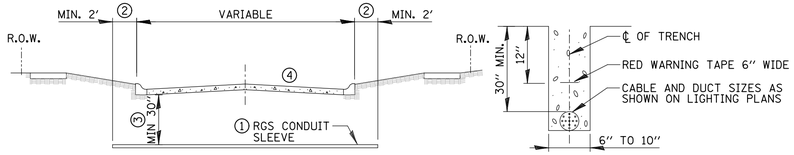
NOTES:

1. FOUNDATIONS SHALL NOT PROTRUDE MORE THAN 4" ABOVE FINISHED GRADE, INCLUDING ANCHOR RODS.
2. GROUND ROD SHALL BE CAST INTO CONCRETE FOUNDATION WITH 8 FEET IN CONTACT WITH SOIL.
3. FOUNDATIONS SHALL BE VIBRATED IN ACCORDANCE WITH IDOT STANDARD PRACTICES.
4. ALL ABOVE ITEMS INCLUDING CONCRETE, REINFORCEMENT, RACEWAYS, GROUND ROD AND FORMWORK SHALL BE INCLUDED IN THE "LIGHT POLE FOUNDATION" PAY ITEM.
5. THE TOP 6" OF CONCRETE FOUNDATION SHALL BE 24" SQUARE.

TALLMADGE AND ROADWAY LIGHTING CONCRETE FOUNDATION DETAIL
N.T.S.



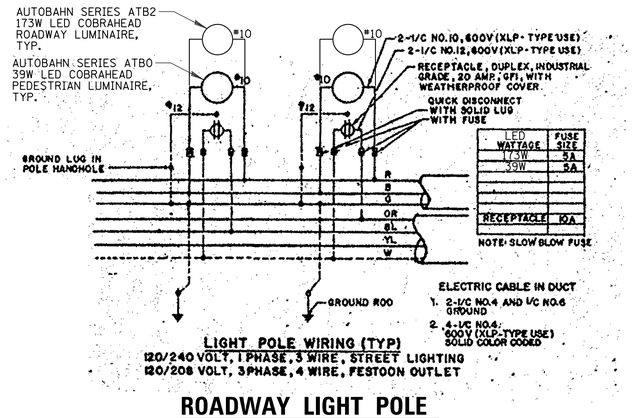
CONCRETE DOUBLE HANDHOLE
N.T.S.



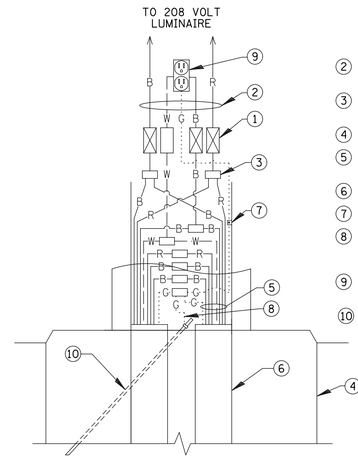
ROADWAY / PAVEMENT CROSSING **TRENCH CROSS SECTION**

1. SLEEVE SHALL BE HEAVY WALL RIGID GALVANIZED STEEL (RGS) CONDUIT.
2. SLEEVE SHALL EXTEND A MINIMUM OF 2 FT. BEYOND BACK OF CURB.
3. SLEEVE SHALL BE A MINIMUM OF 30" BELOW ROADWAY OR CURB BOTTOM.
4. CONTRACTOR SHALL PERFORM EXPLORATORY POTHOLES IN PAVEMENT IN ACCORDANCE WITH THE SPECIAL PROVISIONS AND AS DIRECTED BY THE ENGINEER.

ELECTRIC CONDUIT INSTALLATION
N.T.S.



ROADWAY LIGHT POLE HANDHOLE WIRING DIAGRAM
N.T.S.



1. 5A TIME-DELAY TYPE FUSE FOR LUMINAIRE & 2A FUSE FOR FESTOON RECEPTACLE (NEUTRAL SHALL BE NON-FUSED) INSIDE DOUBLE POLE FUSE HOLDER AND INSULATING BOOTS (BUSSMAN HEB SERIES OR APPROVED EQUAL)
2. NO. 10 XLP-TYPE USE POLE WIRES COLOR TO MATCH BRANCH WIRING
3. MULTIPLE COMPRESSION FITTINGS (SPLICE)
4. CONCRETE FOUNDATION
5. WIRE AS SHOWN ON PLANS (FED FROM PP-1 PANELBOARD)
6. PROPOSED PVC CONDUIT
7. POLE GROUND LUG
8. #6 SOLID GROUND WIRE MECHANICALLY CLAMPED TO GROUND ROD
9. 20A-120V FESTOON RECEPTACLE
10. GROUND ROD

NORTH AND SOUTH PLAZA LIGHT POLE HANDHOLE WIRING DIAGRAM
N.T.S.

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03.28.2017

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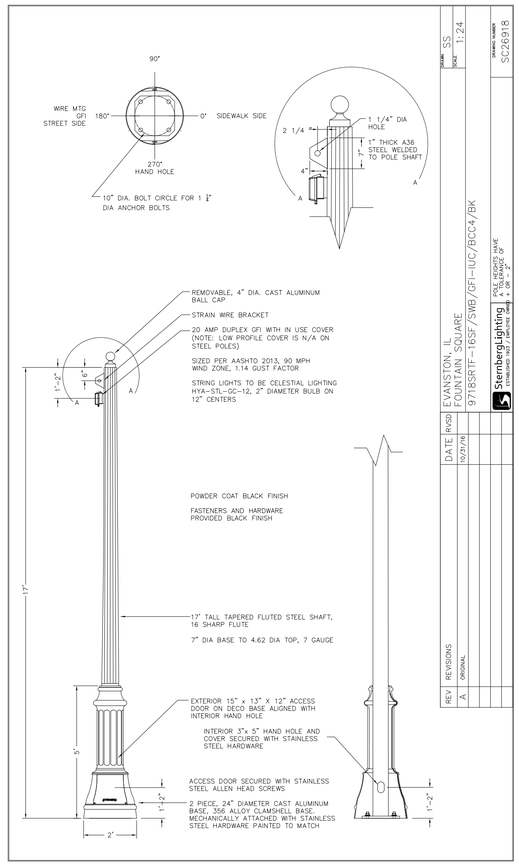
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LIGHTING FIXTURE SCHEDULE

NOTES:

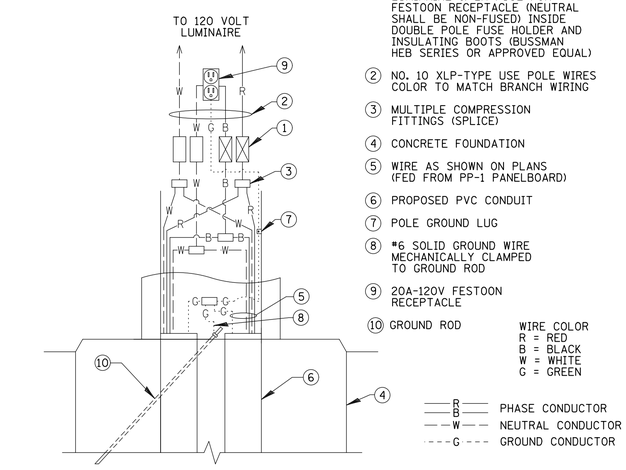
1. ALL FLUORESCENT BALLAST(S), INCLUDING BALLASTS FOR CFL LAMPS, UNLESS OTHERWISE NOTED SHALL BE OF THE ELECTRONIC TYPE, U.L. APPROVED WITH MAXIMUM 10% THD AND CLASS "P" THERMAL PROTECTION AND CLASS "A" SOUND RATING.
2. PROVIDE ALL ADDITIONAL HARDWARE FOR FIXTURE MOUNTING AS REQUIRED AT NO EXTRA COST.
3. ALL OUTDOOR LIGHTING AND FIXTURES IN UNHEATED AREAS SHALL HAVE HIGH OUTPUT LAMPS AND LOW TEMPERATURE BALLAST(S) -20 DEG. F. BALLAST FOR H.I.D. FIXTURES SHALL BE THE ENCAPSULATED TYPE.
4. ALL WIRE WITHIN (3) THREE INCHES OF BALLASTS SHALL BE RATED A MINIMUM OF 90 DEG. C.
5. MINIMUM LENS THICKNESS TO BE .125 INCHES, WHERE LENSES ARE USED.
6. SEE LIGHTING FIXTURE SECTION IN SPECIFICATIONS FOR ADDITIONAL INFORMATION.
7. THE FIXTURE SCHEDULE DOES NOT NECESSARILY LIST ALL ACCESSORIES AND HARDWARE NECESSARY FOR THE COMPLETION OF INSTALLATION, IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROPERLY DETERMINE AND PROVIDE CORRECT COMPONENTS, ACCESSORIES, AND HARDWARE AS REQUIRED FOR THE INSTALLATION.
8. CONTRACTOR SHALL COORDINATE WITH OWNER'S REPRESENTATIVE FOR EXACT LIGHTING FIXTURE LOCATION.
9. ALL LAMPS SHALL BE PROVIDED BY ELECTRICAL CONTRACTOR, OR AS NOTED ON THE PLANS.

DESCRIPTION	LAMP	DRIVER	VOLTAGE	MANUFACTURER AND MODEL NUMBER	LOCATION
2' LINEAR INGRADE WALL GRAZER	30.5W LED	0-10V DIMMING	120V 1Ø	LUMENPULSE LOI HO XXXV 24 XXK TBD TSO DIM	GLASS FEATURE VETERANS MEMORIAL WALL
LINEAR LED FOR BASE OF BENCHES	1.8W/FT LED 3000K	0-10V DIMMING	120V 1Ø	LED LINEAR VARIO LED FLEX VENUS W930 XXX TV 1P67/ VARIO PSU 48 V/40 IP67	NORTH PLAZA FOUNTAIN BENCHES
LED TAPELIGHT FOR KIOSK SIGNAGE	2.2W/FT	0-10V DIMMING	120V 1Ø	JUNO LIGHTING SLW212 20FT 30K 80 CRI/DLDPS 60 W FPCZT/ ALUMINUM CHANNEL:SM6	SOUTH PLAZA KIOSK SIGNAGE
LED LIGHT STRING WITH FROSTED GLOBES	2W/LAMP 2700K	0-10V DIMMING	120V 1Ø	CELESTIAL HYS-STL-GF-12	SOUTH PLAZA
LED PEDESTRIAN LUMINAIRE (ROADWAY POLE)	39W	0-10V DIMMING	208V 1Ø	AUTOBAHN ATB0-20BLEDE10-MVOLT-R2	THROUGHOUT PROJECT LIMITS
LED ROADWAY LUMINAIRE (ROADWAY POLE)	173W	0-10V DIMMING	208V 1Ø	AUTOBAHN ATB2-60BLEDE10-MVOLT-R3	THROUGHOUT PROJECT LIMITS
TALLMADGE INDUCTION POST TOP LUMINAIRE	165W	-	208V 1Ø	UNION METAL NL56C-N60152-02	THROUGHOUT PROJECT LIMITS
4' INDUSTRIAL LED LAMP	58W	0-10V DIMMING	120V 1Ø	METALUX 4VT2-LD4-6	FOUNTAIN EQUIPMENT VAULT



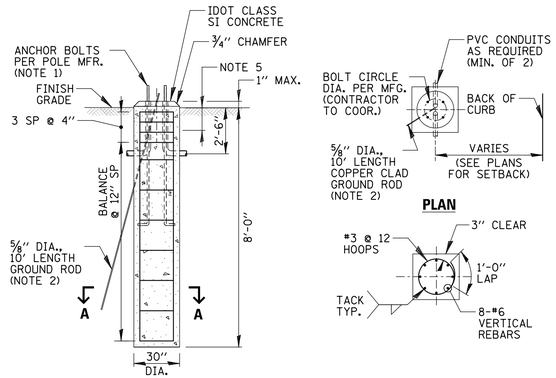
FOUNTAIN SQUARE SOUTH PLAZA STRING LIGHTING POLE DETAIL

N.T.S.



SOUTH PLAZA STRING LIGHTING HANDHOLE WIRING DIAGRAM

N.T.S.



NOTES:

1. FOUNDATIONS SHALL NOT PROTRUDE MORE THAN 4" ABOVE FINISHED GRADE, INCLUDING ANCHOR RODS.
2. GROUND ROD SHALL BE CAST INTO CONCRETE FOUNDATION WITH 8 FEET IN CONTACT WITH SOIL.
3. FOUNDATIONS SHALL BE VIBRATED IN ACCORDANCE WITH IDOT STANDARD PRACTICES.
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FOUNTAIN SQUARE SOUTH PLAZA STRING LIGHTING CONCRETE FOUNDATION DETAIL

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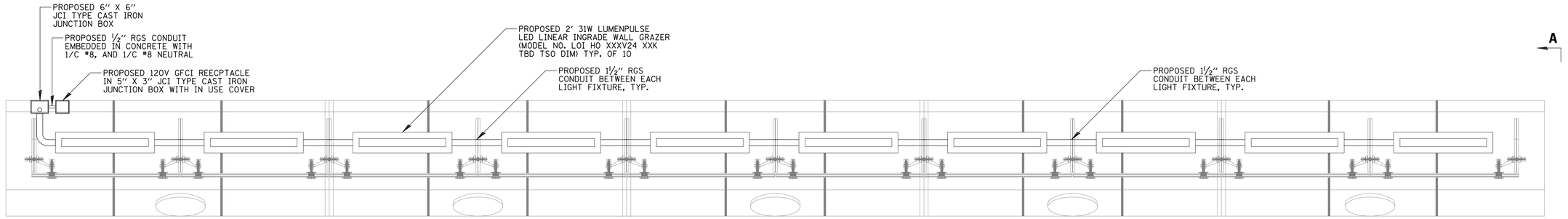
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Fountain Square Lighting Details - 3

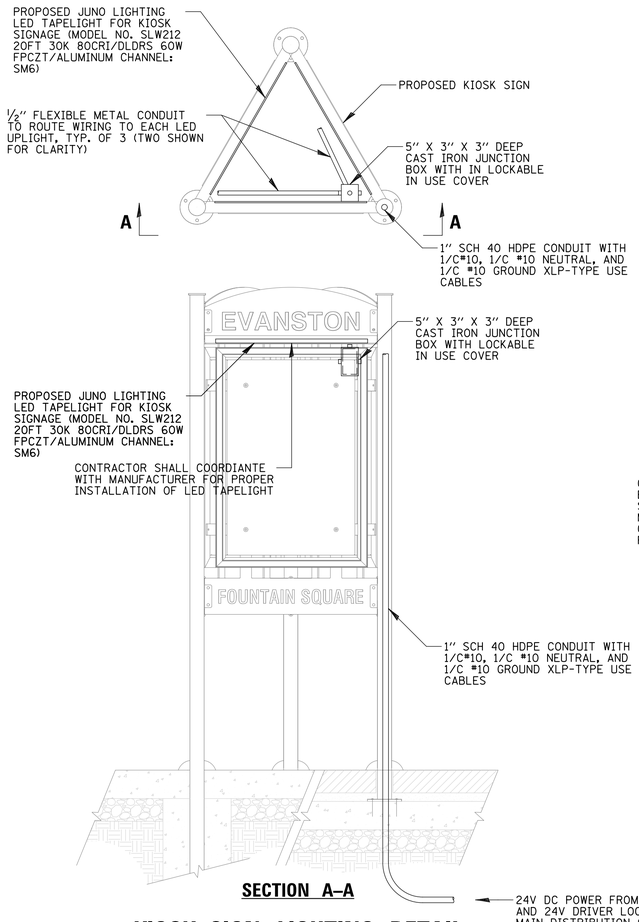
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VETERANS MEMORIAL WALL LIGTHING DETAIL (1 OF 2)

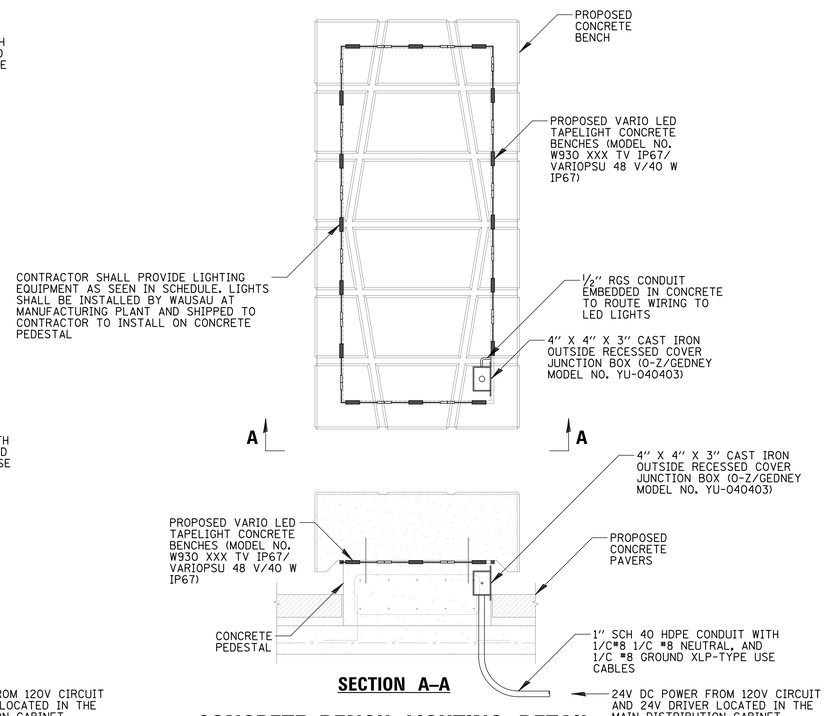
N.T.S.



SECTION A-A

KIOSK SIGN LIGHTING DETAIL

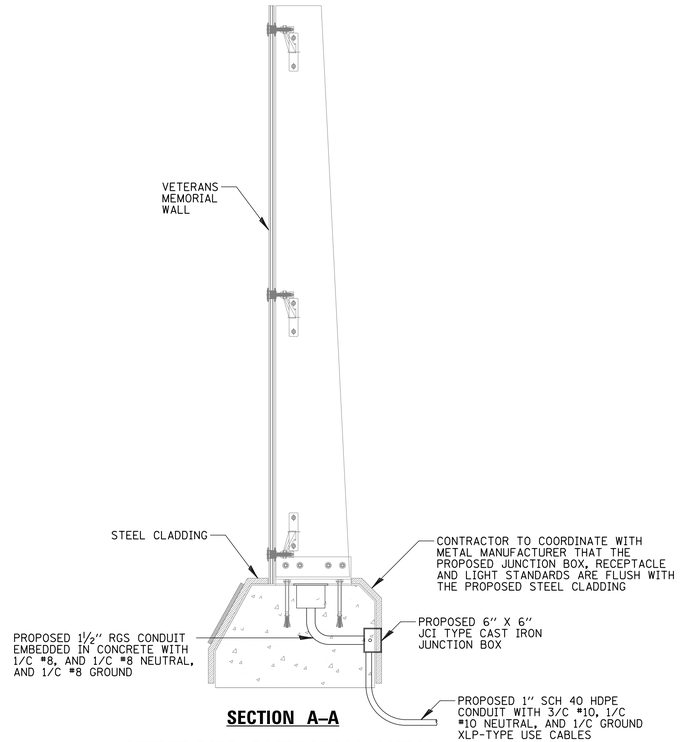
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SECTION A-A

CONCRETE BENCH LIGHTING DETAIL

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SECTION A-A

VETERANS MEMORIAL WALL LIGTHING DETAIL (2 OF 2)

N.T.S.

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City of Evanston

project name
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project address
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seal / signature

owner
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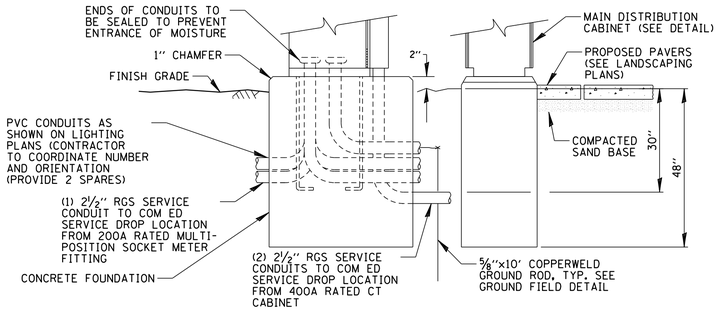
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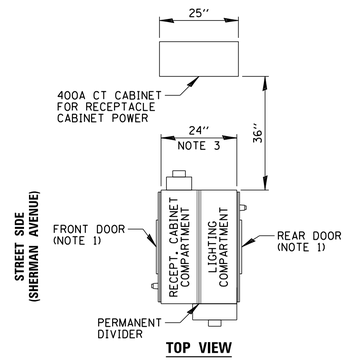
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E-11

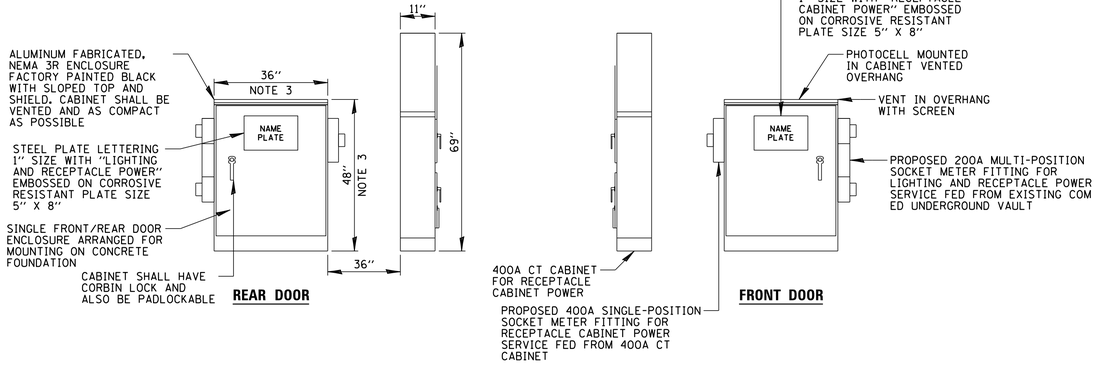
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PROPOSED MAIN DISTRIBUTION CABINET FOUNDATION
N.T.S.



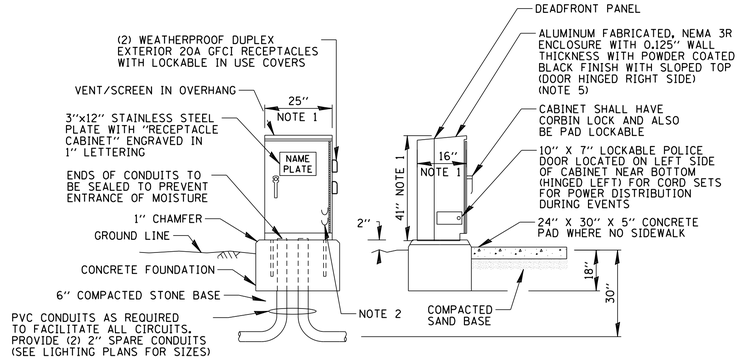
TOP VIEW



NOTES:

1. SEE PLAN DRAWING FOR CABINET METER FITTING & DOOR ORIENTATION.
2. ALL ITEMS SHOWN ABOVE (INCLUDING FOUNDATION & GROUND FIELD) AND IN THE MAIN DISTRIBUTION COMPONENT SCHEDULE SHALL BE INCLUDED IN THE PRICE BID FOR "MAIN DISTRIBUTION CABINET", EXCEPT FOR THE SERVICE CONDUIT/WIRE WHICH WILL BE PAID FOR SEPARATELY.
3. CABINET DIMENSIONS SHOWN ARE APPROXIMATE, CABINET SHALL BE AS COMPACT AS POSSIBLE, CONTRACTOR TO COORDINATE.
4. PAINT METER FITTING, CT CABINET & SERVICE PIPE BLACK TO MATCH CABINET.

PROPOSED MAIN DISTRIBUTION CABINET
N.T.S.



NOTES:

1. CABINET DIMENSIONS SHOWN ARE APPROXIMATE, CABINET SHALL BE AS COMPACT AS POSSIBLE.
2. (4) HOOKS SHALL BE MOUNTED ON RIGHT SIDE OF CABINET FOR CORD STRAIN RELIEF.
3. POINT LATCHING MECHANISM ON MAIN DOOR WITH NYLON ROLLERS AT TOP AND BOTTOM.
4. BOTH DOORS SHALL BE CONSTRUCTED FROM THE SAME MATERIAL AND THICKNESS OF CABINET.
5. CONTRACTOR SHALL FURNISH & INSTALL GALVANIZED STEEL ANCHOR BOLTS/NUTS/WASHERS AS REQUIRED TO SECURE CABINET TO FOUNDATION. ANCHOR BOLTS SHALL BE EMBEDDED IN CONCRETE.
6. CONTRACTOR SHALL COORDINATE CABINET LOCATION, ORIENTATION & ELEVATION WITH THE CITY.
7. ALL ITEMS SHOWN ABOVE SHALL BE INCLUDED IN THE PRICE BID FOR "RECEPTACLE CABINET" EXCEPT FOR CONDUIT & WIRE WHICH SHALL BE PAID FOR SEPARATELY.

RECEPTACLE CABINET AND FOUNDATION
N.T.S.

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ITEM	SPECIFICATION	MANUFACTURER/MODEL NO. OR EQUAL
(1) RECEP CABINET CIRCUIT BREAKER	(2) 200A, 2P, 240V, SERVICE DISCONNECT RATED, 35KAIC	SIEMENS NO. FD62B200
(2) STREET LIGHTING CIRCUIT BREAKER	100A, 2P, 240V, SERVICE DISCONNECT RATED, 35KAIC	SIEMENS NO. ED42B100
(3) LITE/RECEPTACLE CIRCUIT BREAKER	20A, 1P, 120V, SERVICE DISCONNECT RATED, 35KAIC	SIEMENS NO. ED41B20
(4) CONTROL CIRCUIT BREAKER	15 AMPERE, 1P, 120V RATING, 35KAIC	SIEMENS NO. ED41B15
(5) AUXILIARY RELAY	120V OPERATED DPDT 60 HZ COIL 2 NO & 2 NC CONTACTS	MAGNECRAFT NO. 389 FXBXC1 - 120A
(6) CABINET RECEPTACLE AND BOX	COMMERCIAL GRADE GFCI 20A/120V, MOUNTED IN A WEATHERPROOF CAST ALUMINUM SINGLE GANG BOX WITH WEATHERPROOF COVER	RECEPTACLE: LEVITON NO. 8899, BOX: APPLETON NO. WSM150 COVER: APPLETON NO. WHG1
(7) CABINET LIGHT	5 WATT LED STRIP LIGHT, 60K HOUR RATING, 65K COLOR TEMPERATURE, DOOR SWITCH CONTROLLED, FASTENED TO TOP OF CABINET	PENTAIR NO. LEDA1S35
(8) CONTACTOR	100 AMPERE, 2 POLE, 120 V COIL, MECH HELD	SQUARE D NO. 8903 SQ010 V02
(9) BRANCH CIRCUIT BREAKER	20A, 1P, 120V RATING, 35KAIC 20A, 2P, 240V RATING, 35KAIC	SIEMENS NO. ED21B020 SIEMENS NO. ED22B020
(10) POWER DISTRIBUTION BLOCK	600 VOLT, INSULATED, SIZE AS REQUIRED	MARATHON
(11) SERVICE CABLES	2 SETS (3-600V (XLP-TYPE USE) NO. 350MCM)	N/A
(12) LAMPHOLDER WIRE	600V XLP NO. 12	N/A
(13) CONTROL WIRE	600V XLP NO. 12	N/A
(14) SURGE ARRESTOR	10K AMPERE RATING	SQUARE D NO. SDSA 1175
(15) PHOTOELECTRIC CONTROL WIRE	600V XLP NO. 12	N/A
(16) PHOTOCELL TERMINAL BLOCK	3 TERMINAL, SCREW TYPE, MAX. #10 WIRE SIZE	CINCH NO. 3-142
(17) DOOR SWITCH	20A/120V, DOOR MOUNTED SNAP ACTION TYPE PLUNGER SWITCH	OMRON NO. A-20GQ-K
(18) HAND-AUTO-OFF CONTROL SWITCH	20A, 3 POS. MTD IN CAST ALUM. ENCLOSURE	SQUARE D NO. 9001 KYK 111
(19) PHOTOCELL	120V, MTD. ON CABINET, DELAY TYPE, SPST-NC	FISHER PIERCE NO. FPFA-105
(20) TERMINAL BLOCK	20A, 240V, #12-#1/0 AWG WIRE RANGE (MAX (2) #8 PER LUG). INSULATED, CKTS LABELED BLOCKS INTSTALLED HORIZONTALLY AT BASE OF CABINET	SQUARE D NO. GD6
(21) GROUND & NEUTRAL BUS	NEUTRAL BUS-MIN 16 TERMINATIONS (#1/0-#10) & GROUND BUS-MIN 16 TERMINATIONS (#1/0-#10). SHALL BE HORIZONTAL, AT THE BASE OF CABINET	ERICO NO. TCB
(22) LIGHTING PANEL	120/208V-1Ø-100A MAIN LUG ONLY, 18 SPACE	SQUARE D NO. NQ18L2

MAIN DISTRIBUTION CABINET COMPONENT SCHEDULE

NOTES:

1. THE MAIN DISTRIBUTION CABINET TOGETHER WITH ALL OF ITS COMPONENTS SHALL BE UL LISTED AS AN "ENCLOSED INDUSTRIAL CONTROL PANEL" UNDER UL508A.
2. CONNECTION OF SURGE ARRESTOR TO LINE SIDE OF MAIN CIRCUIT BREAKER SHALL NOT BE "DOUBLE LUGGED."
3. ALL EQUIPMENT SHALL BE MOUNTED ON A ½" THICK ARBORON TIRE BACK PANEL.
4. ALL MAIN CIRCUIT BREAKERS SHALL BE LABELED "SERVICE DISCONNECT."
5. ALL WIRES IN CABINET SHALL BE LABELED AT EACH END WITH BRADY TYPE MARKERS.
6. ALL SWITCHES AND CONTROLS SHALL BE IDENTIFIED USING TWO COLOR ENGRAVED NAMEPLATES.
7. THE PANEL MANUFACTURER SHALL LABEL THE CABINET WITHT THE APPROPRIATE ARC FLASH WARNING AND PERSONNEL PROTECTION EQUIPMENT REQUIRED FOR SERVICING.
8. ALL EXPOSED BUS BARS SHALL BE INSULATED.
9. ALL WIRING SHALL BE COPPER.

FOUNTAIN SQUARE PLAZA LIGHTING PANELBOARD SCHEDULE PP-1

FED FROM: UNDERGROUND COM ED VAULT
VOLTAGE: 120/240V, 1 PH, 3W
BUS SIZE: 125
MAINS: 100A - MAIN LUGS ONLY
SPACES: 18
SHORT CKT RATING: 22KAIC
BONDING JUMPER: YES
MOUNTING: SURFACE

TOT. 'A' PHASE: 1843 VA
TOT. 'B' PHASE: 1787 VA
TOTAL 'A' + 'B': 3630 VA
TOTAL AMPS: 17.5 A

CKT #	CB/ POLES	DESCRIPTION	A PH VA	B PH VA	A PH VA	B PH VA	DESCRIPTION	CB/ POLES	CKT #
1	20A/2P	NORTH PLAZA LIGHTING - 1	330		330		NORTH PLAZA LIGHTING - 2	20A/2P	2
3				330		330			4
5	20A/2P	SOUTH PLAZA LIGHTING - 1	248		354		SOUTH PLAZA LIGHTING - 2	20A/2P	6
7				248		354			8
9	20A/1P	CONCRETE BENCH LIGHTING	281		300		VETERANS MEMORIAL LIGHTING	20A/1P	10
11	20A/1P	KIOSK AND FLAG POLE LIGHTING		55		470	SOUTH PLAZA STRING LIGHTS	20A/1P	12
13	20A/1P	SPARE	-		-		SPARE	20A/1P	14
15	20A/1P	SPARE		-		-	SPARE	20A/1P	16
17	20A/1P	SPARE	-		-		SPARE	20A/1P	18
		SUBTOTALS:	859	633	984	1154			

NOTE: ALL CIRCUIT BREAKERS SHALL BE BOLT ON TYPE

FOUNTAIN SQUARE PLAZA LIGHTING PANELBOARD SCHEDULE (PP–1)

FOUNTAIN SQUARE PLAZA RECEPTACLE PANELBOARD SCHEDULE RP-1

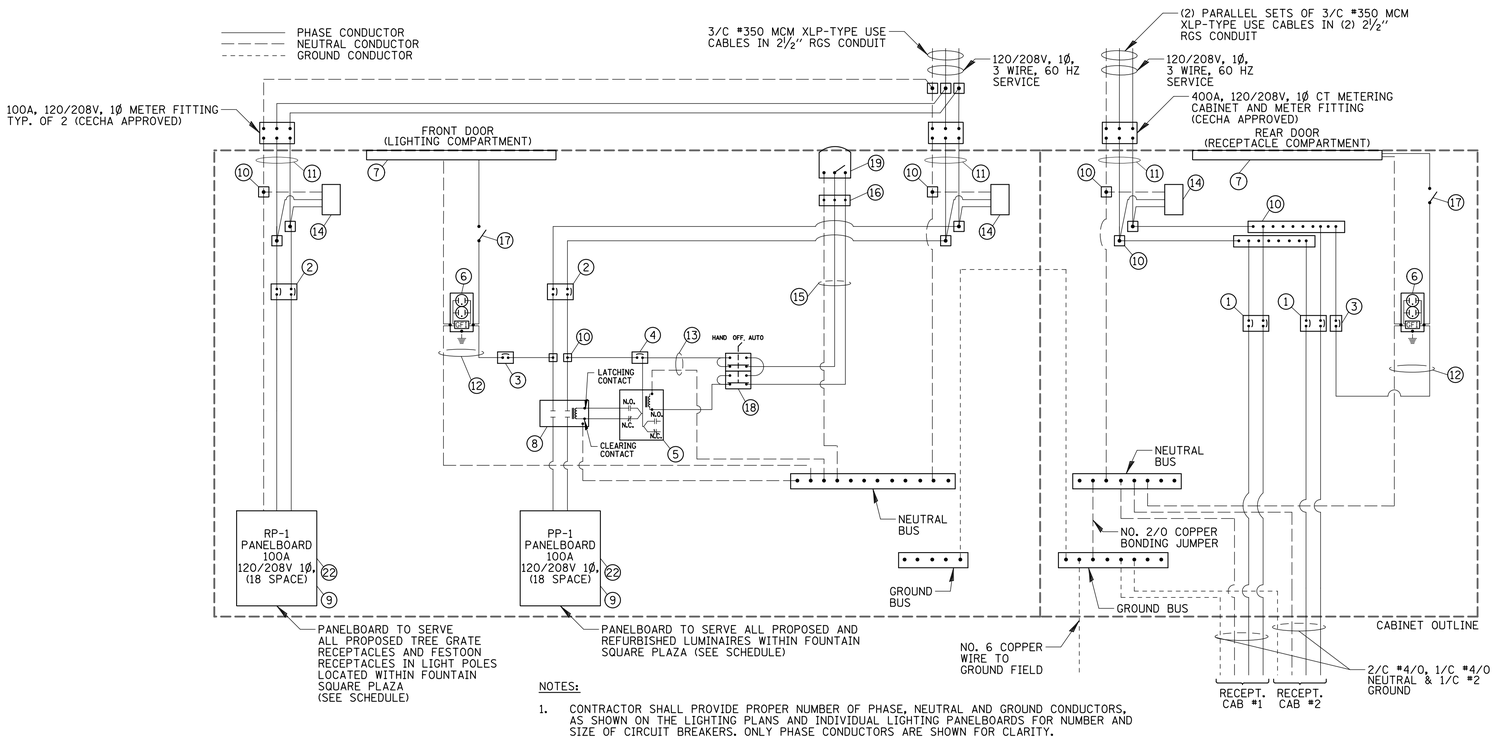
FED FROM: UNDERGROUND COM ED VAULT
VOLTAGE: 120/240V, 1 PH, 3W
BUS SIZE: 125
MAINS: 100A - MAIN LUGS ONLY
SPACES: 18
SHORT CKT RATING: 22KAIC
BONDING JUMPER: YES
MOUNTING: SURFACE

TOT. 'A' PHASE: 7270 VA
TOT. 'B' PHASE: 5940 VA
TOTAL 'A' + 'B': 13210 VA
TOTAL AMPS: 63.5 A

CKT #	CB/ POLES	DESCRIPTION	A PH VA	B PH VA	A PH VA	B PH VA	DESCRIPTION	CB/ POLES	CKT #
1	20A/1P	NORTH PLAZA RECEPTACLE - 1	720		540		NORTH PLAZA RECEPTACLE - 4	20A/1P	2
3	20A/1P	NORTH PLAZA RECEPTACLE - 2		720		540	NORTH PLAZA RECEPTACLE - 5	20A/1P	4
5	20A/1P	NORTH PLAZA RECEPTACLE - 3	720		1540		NORTH PLAZA RECEPTACLE - 6	20A/1P	6
7	20A/1P	SOUTH PLAZA RECEPTACLE - 1		720		720	SOUTH PLAZA RECEPTACLE - 3	20A/1P	8
9	20A/1P	SOUTH PLAZA RECEPTACLE - 2	720		1720		SOUTH PLAZA RECEPTACLE - 4	20A/1P	10
11	20A/1P	NORTH PLAZA FESTOON RECEPTACLE - 1		720		720	NORTH PLAZA FESTOON RECEPTACLE - 2	20A/1P	12
13	20A/1P	SOUTH PLAZA FESTOON RECEPTACLE - 1	540		770		SOUTH PLAZA FESTOON RECEPTACLE - 2	20A/1P	14
15	20A/1P	SOUTH PLAZA STRING LIGHT RECEPTACLES		1800		-	SPARE	20A/1P	16
17	20A/1P	SPARE	-		-		SPARE	20A/1P	18
		SUBTOTALS:	2700	3960	4570	1980			

NOTE: ALL CIRCUIT BREAKERS SHALL BE BOLT ON TYPE

FOUNTAIN SQUARE PLAZA TREE GRATE RECEPTACLE PANELBOARD SCHEDULE (RP–1)



NOTES:

1. CONTRACTOR SHALL PROVIDE PROPER NUMBER OF PHASE, NEUTRAL AND GROUND CONDUCTORS, AS SHOWN ON THE LIGHTING PLANS AND INDIVIDUAL LIGHTING PANELBOARDS FOR NUMBER AND SIZE OF CIRCUIT BREAKERS. ONLY PHASE CONDUCTORS ARE SHOWN FOR CLARITY.

MAIN DISTRIBUTION CABINET WIRING DETAIL

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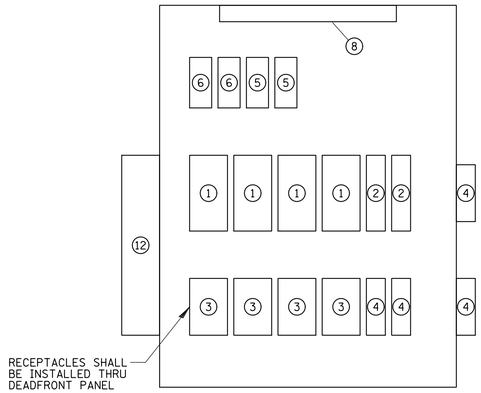
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ITEM	SPECIFICATION	MFG./MODEL NO. OR APPROVED EQUAL
(1) TWIST LOCK CIRCUIT BREAKER	50 AMPERE, 2P, 240V RATING, 10k AIC, THERMAL MAGNETIC MOLDED CASE	SIEMENS NO. ED22B050
(2) RECEP/LITE CIRCUIT BREAKER	20 AMPERE, 1P, 120V RATING, 10k AIC, THERMAL MAGNETIC MOLDED CASE	SIEMENS NO. ED21B020
(3) 50A TWIST LOCK RECEPTACLE	50 AMPERE, 120/240VOLT, 3 POLE, 4 WIRE TWIST LOCK RECEPTACLE MOUNTED FLUSH WITH DEAD FRONT PANEL	RECEPTACLE: HUBBELL NO. CS6369
(4) 20A GFCI RECEPTACLE	COMMERCIAL GRADE W.R. GFCI 20A/120V, MOUNTED FLUSH WITH HINGED ALUMINUM DEAD FRONT PANEL, EXTERIOR RECEPTACLES WITH LOCKABLE IN USE COVERS	RECEPTACLE: LEVITON NO. WR899
(5) POWER DISTRIBUTION BLOCK	150A-600 VOLT, 10 KAIC, INSULATED, SIZE AS REQUIRED (2 SPARE LUGS)	MARATHON
(6) GROUND & NEUTRAL POWER DISTRIBUTION BLOCK	150A-600 VOLT, 10 KAIC, INSULATED, SIZE AS REQUIRED (2 SPARE LUGS)	MARATHON
(7) DOOR SWITCH	20 AMPERE, 120 VOLT, MOUNTED IN DOOR, SNAP ACTION TYPE, PLUNGER SWITCH,	OMRON NO. A-20GQ-K
(8) CABINET LIGHT	5 WATT LED STRIP LIGHT, 60K HOUR RATING, 65K COLOR TEMPERATURE, DOOR SWITCH CONTROLLED, FASTENED TO TOP OF CABINET	PENTAIR NO. LEDA1S35
(9) 20A RECEPTACLE WIRE	600V MTW NO. 12 AWG, MARKED WITH BRADY MARKERS	N/A
(10) 50A TWIST LOCK RECEPTACLE WIRE	600V MTW NO. 6 AWG, MARKED WITH BRADY MARKERS	N/A
(11) BACKBOARD	1/2" THICK, SOLID PHENOLIC LAMINATE	ARBORON
(12) DISCONNECT SWITCH	200A, 240V, NEMA 3R FUSED DISCONNECT	SQUARE D

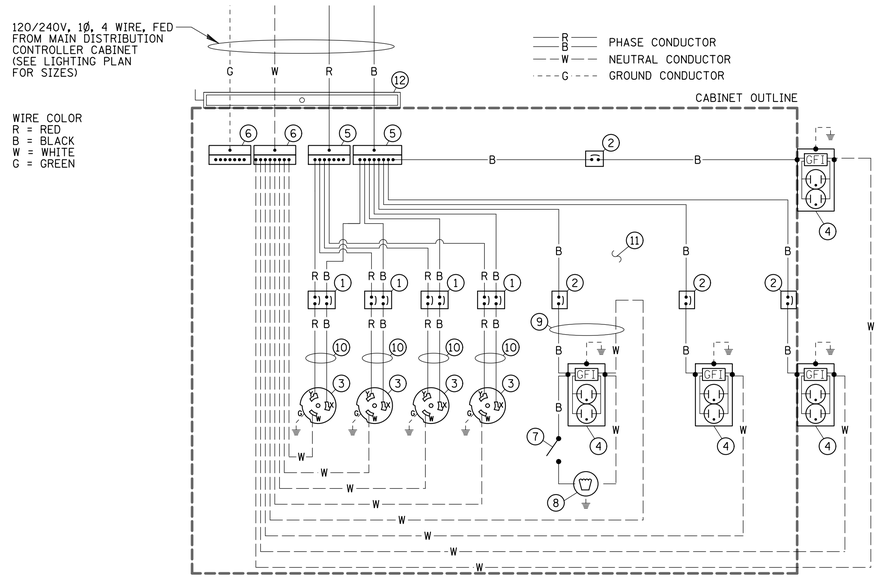
RECEPTACLE CABINET COMPONENT SCHEDULE



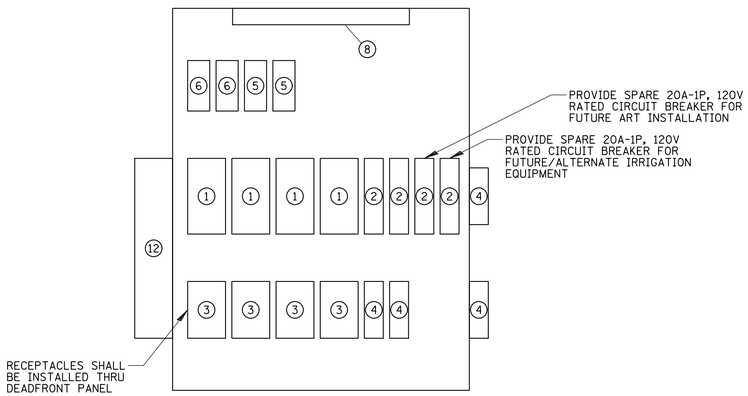
NORTH PLAZA RECEPTACLE CABINET EQUIPMENT LAYOUT
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NOTES:

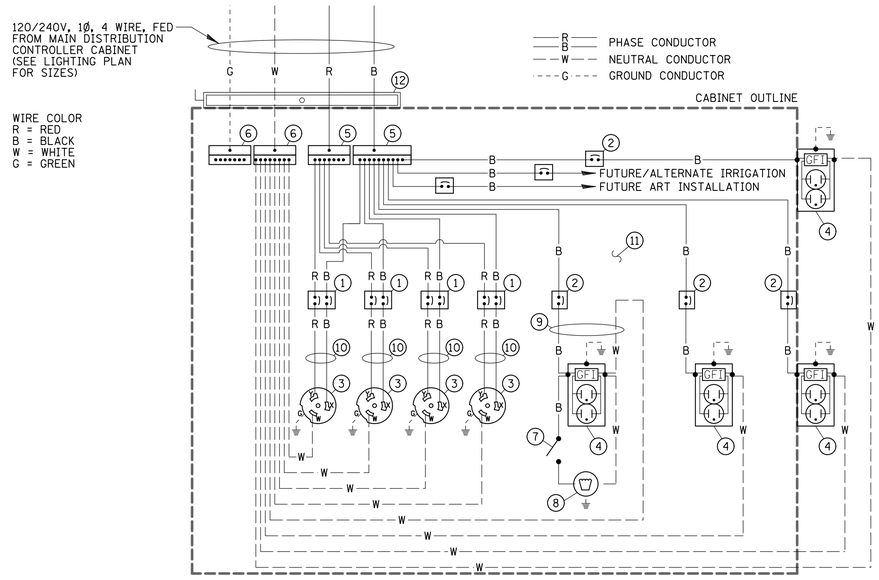
1. THE LIGHTING CONTROLLER TOGETHER WITH ALL OF ITS COMPONENTS SHALL BE UL LISTED AS AN "ENCLOSED INDUSTRIAL CONTROL PANEL" UNDER UL508A.
2. THE PANEL MANUFACTURER SHALL LABEL THE CABINET WITH THE APPROPRIATE ARC FLASH WARNING AND PERSONNEL PROTECTION EQUIPMENT REQUIRED FOR SERVICING.
3. CABINET SHALL HAVE HINGED DEADFRONT WITH ONLY RECEPTACLES ACCESSIBLE FROM FRONT (DEAD) SIDE.
4. ALL WIRING SHALL BE COPPER.



NORTH PLAZA RECEPTACLE CABINET WIRING DIAGRAM
N.T.S.



SOUTH PLAZA RECEPTACLE CABINET EQUIPMENT LAYOUT
N.T.S.



SOUTH PLAZA RECEPTACLE CABINET WIRING DIAGRAM
N.T.S.

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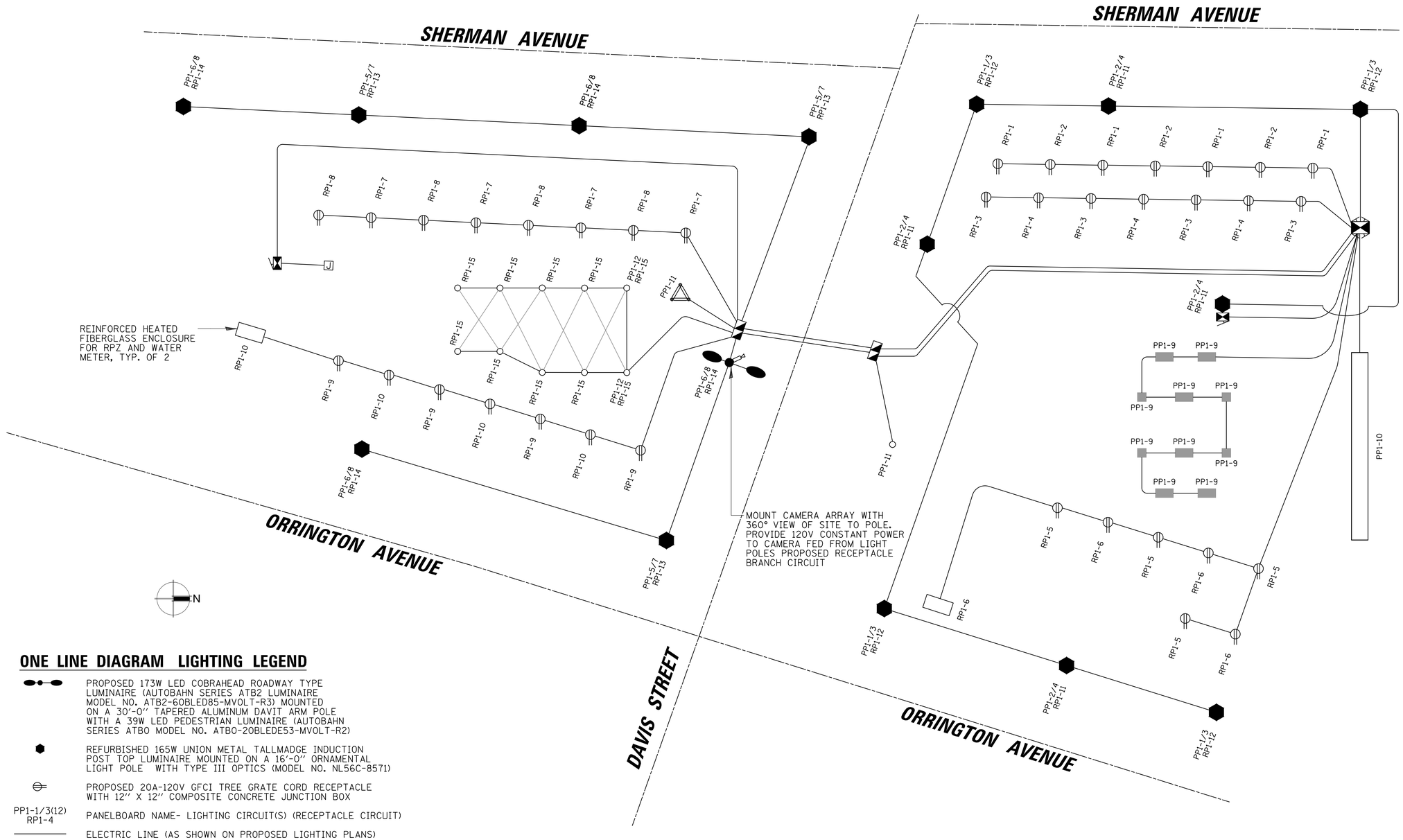
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ONE LINE DIAGRAM LIGHTING LEGEND

- PROPOSED 173W LED COBRAHEAD ROADWAY TYPE LUMINAIRE (AUTOBAHN SERIES ATB2 LUMINAIRE MODEL NO. ATB2-60BLED85-MVOLT-R3) MOUNTED ON A 30'-0" TAPERED ALUMINUM DAVIT ARM POLE WITH A 39W LED PEDESTRIAN LUMINAIRE (AUTOBAHN SERIES ATBO MODEL NO. ATBO-20BLEDE53-MVOLT-R2)
- REFURBISHED 165W UNION METAL TALLMADGE INDUCTION POST TOP LUMINAIRE MOUNTED ON A 16'-0" ORNAMENTAL LIGHT POLE WITH TYPE III OPTICS (MODEL NO. NL56C-8571)
- PROPOSED 20A-120V GFCI TREE GRATE CORD RECEPTACLE WITH 12" X 12" COMPOSITE CONCRETE JUNCTION BOX
- PP1-1/3(12) RP1-4 — PANELBOARD NAME- LIGHTING CIRCUIT(S) (RECEPTACLE CIRCUIT)
- ELECTRIC LINE (AS SHOWN ON PROPOSED LIGHTING PLANS)
- PROPOSED 30" X 54" DOUBLE CONCRETE HANDHOLE
- PROPOSED CONTROLLER OR RECEPTACLE CABINET AS SHOWN ON PLANS
- J — PROPOSED 12" X 12" COMPOSITE CONCRETE HANDHOLE

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CONSTRUCTION SET
03.28.2017

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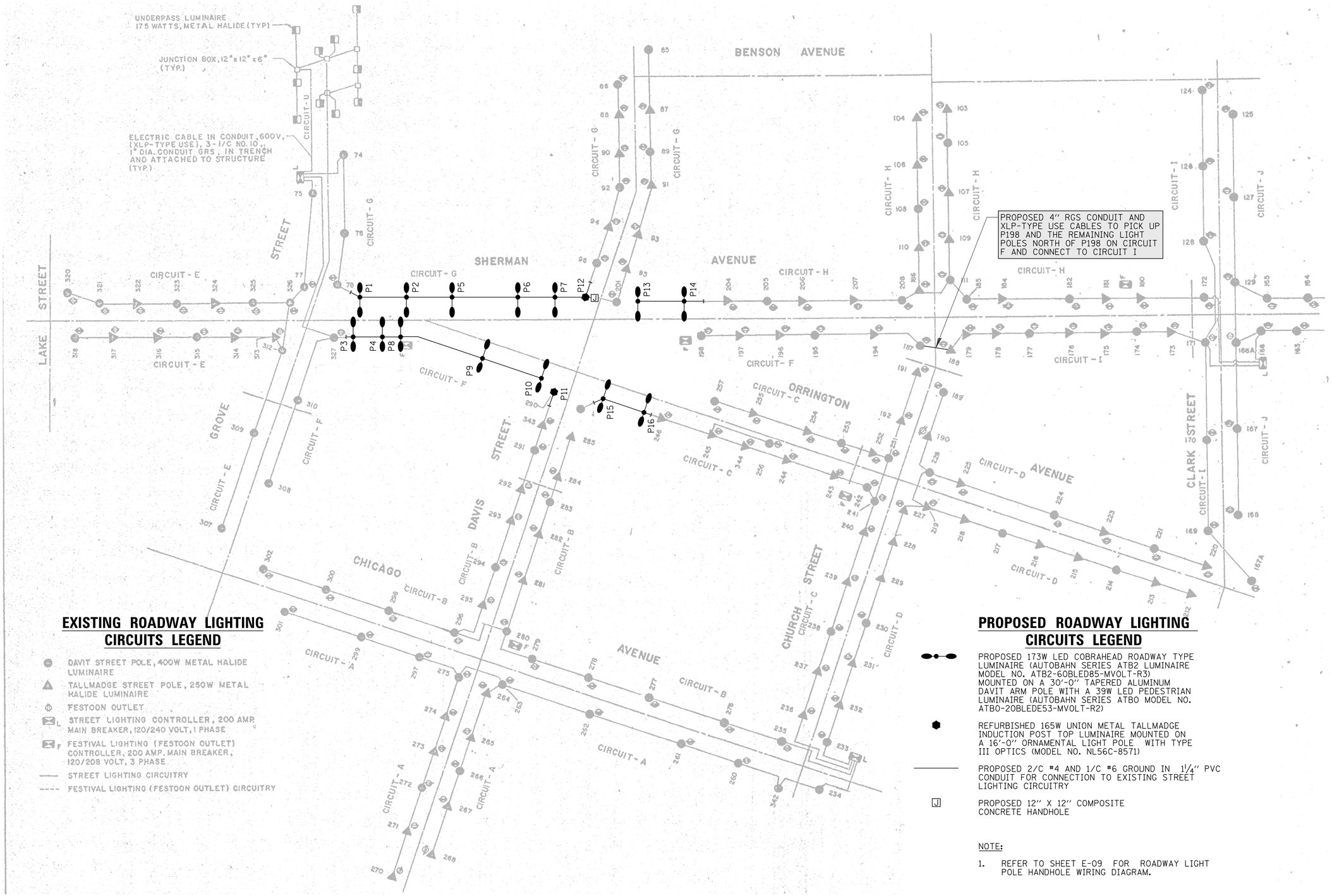


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sheet name
One Line Diagram for North and South Plaza

sheet number
E-15



EXISTING ROADWAY LIGHTING CIRCUITS LEGEND

- DAVIT STREET POLE, 400W METAL HALIDE LUMINAIRE
- TALLMADGE STREET POLE, 250W METAL HALIDE LUMINAIRE
- FESTOON OUTLET
- STREET LIGHTING CONTROLLER, 200 AMP. MAIN BREAKER, 120/240 VOLT, 1 PHASE
- FESTIVAL LIGHTING (FESTOON OUTLET) CONTROLLER, 200 AMP. MAIN BREAKER, 120/208 VOLT, 3 PHASE
- STREET LIGHTING CIRCUITRY
- FESTIVAL LIGHTING (FESTOON OUTLET) CIRCUITRY

PROPOSED ROADWAY LIGHTING CIRCUITS LEGEND

PROPOSED 173W LED COBRAHEAD ROADWAY TYPE LUMINAIRE (AUTOBAHN SERIES ATB2 LUMINAIRE MODEL NO. ATB2-60BLED85-MVOLT-R3) MOUNTED ON A 30'-0" TAPERED ALUMINUM DAVIT ARM POLE WITH A 39W LED PEDESTRIAN LUMINAIRE (AUTOBAHN SERIES ATBO MODEL NO. ATBO-20BLEDE53-MVOLT-R2)

REFURBISHED 165W UNION METAL TALLMADGE INDUCTION POST TOP LUMINAIRE MOUNTED ON A 16'-0" ORNAMENTAL LIGHT POLE WITH TYPE III OPTICS (MODEL NO. NL56C-8571)

PROPOSED 2/C #4 AND 1/C #6 GROUND IN 1¼" PVC CONDUIT FOR CONNECTION TO EXISTING STREET LIGHTING CIRCUITRY

PROPOSED 12" X 12" COMPOSITE CONCRETE HANDHOLE

NOTE:

1. REFER TO SHEET E-09 FOR ROADWAY LIGHT POLE HANDHOLE WIRING DIAGRAM.

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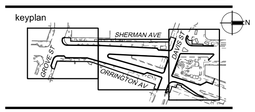
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sheet name
One Line Diagram for Roadway Lighting Circuits

sheet number
E-16

PROPOSED FESTIVAL LIGHTING CIRCUITS LEGEND

PROPOSED 173W LED COBRAHEAD ROADWAY TYPE LUMINAIRE (AUTOBAHN SERIES ATB2 LUMINAIRE MODEL NO. ATB2-60BLED85-MVOLT-R3) MOUNTED ON A 30'-0" TAPERED ALUMINUM DAVIT ARM POLE WITH A 39W LED PEDESTRIAN LUMINAIRE (AUTOBAHN SERIES ATBO MODEL NO. ATBO-20BLEDE53-MVOLT-R2)

REFURBISHED 165W UNION METAL TALLMADGE INDUCTION POST TOP LUMINAIRE MOUNTED ON A 16'-0" ORNAMENTAL LIGHT POLE WITH TYPE III OPTICS (MODEL NO. NL56C-8571)

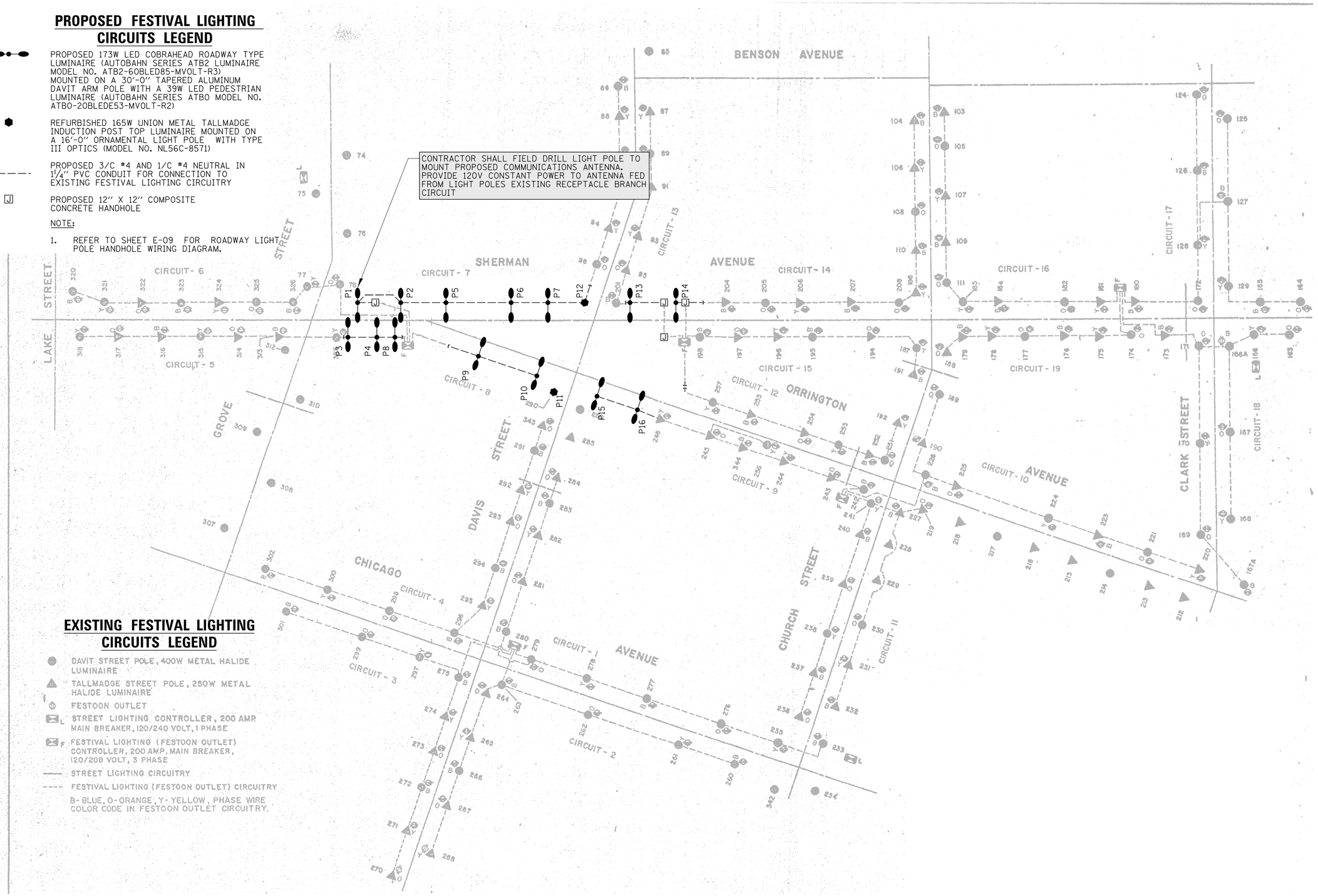
PROPOSED 3/C #4 AND 1/C #4 NEUTRAL IN 1¼" PVC CONDUIT FOR CONNECTION TO EXISTING FESTIVAL LIGHTING CIRCUITRY

PROPOSED 12" X 12" COMPOSITE CONCRETE HANDHOLE

NOTE:

1. REFER TO SHEET E-09 FOR ROADWAY LIGHT POLE HANDHOLE WIRING DIAGRAM.

CONTRACTOR SHALL FIELD DRILL LIGHT POLE TO MOUNT PROPOSED COMMUNICATIONS ANTENNA. PROVIDE 120V CONSTANT POWER TO ANTENNA FED FROM LIGHT POLES EXISTING RECEPTACLE BRANCH CIRCUIT



EXISTING FESTIVAL LIGHTING CIRCUITS LEGEND

- DAVIT STREET POLE, 400W METAL HALIDE LUMINAIRE
- TALLMADGE STREET POLE, 250W METAL HALIDE LUMINAIRE
- FESTOON OUTLET
- STREET LIGHTING CONTROLLER, 200 AMP. MAIN BREAKER, 120/240 VOLT, 1 PHASE
- FESTIVAL LIGHTING (FESTOON OUTLET) CONTROLLER, 200 AMP. MAIN BREAKER, 120/208 VOLT, 3 PHASE
- STREET LIGHTING CIRCUITRY
- FESTIVAL LIGHTING (FESTOON OUTLET) CIRCUITRY
- B- BLUE, O- ORANGE, Y- YELLOW, PHASE WIRE COLOR CODE IN FESTOON OUTLET CIRCUITRY.

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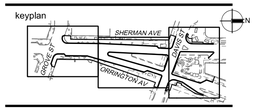
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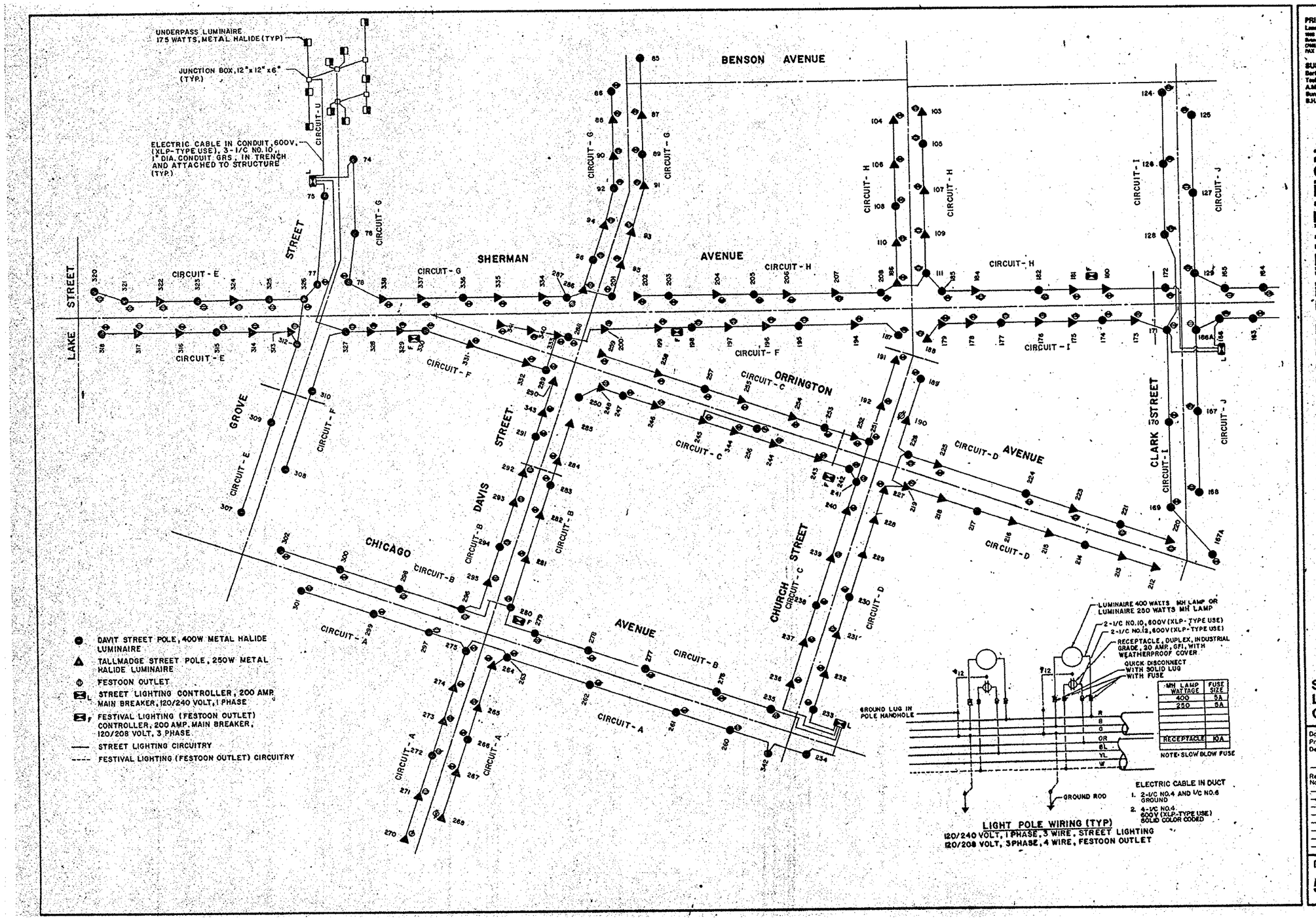


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One Line Diagram for Festival Lighting Circuits

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Teska Associates, Inc.
A.M. Kinney Associates, Inc.
Sunjoy, Inc.
S.H. Suhr and Company

EVANSTON STREETSCAPE REVITALIZATION
Evanston, Illinois
PROJECT NO.5

Street Lighting Circuitry

Date of Issue: 2/8/90
Project No:
Designed By: | Drawn By: | Checked By:
Revisions: No: | Date: | By:

Drawing 5.19 | Sheet E-10

STREET LIGHTING CIRCUITRY EXISTING CONDITIONS – FOR INFORMATIONAL PURPOSES ONLY

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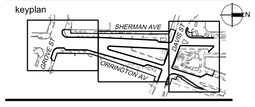
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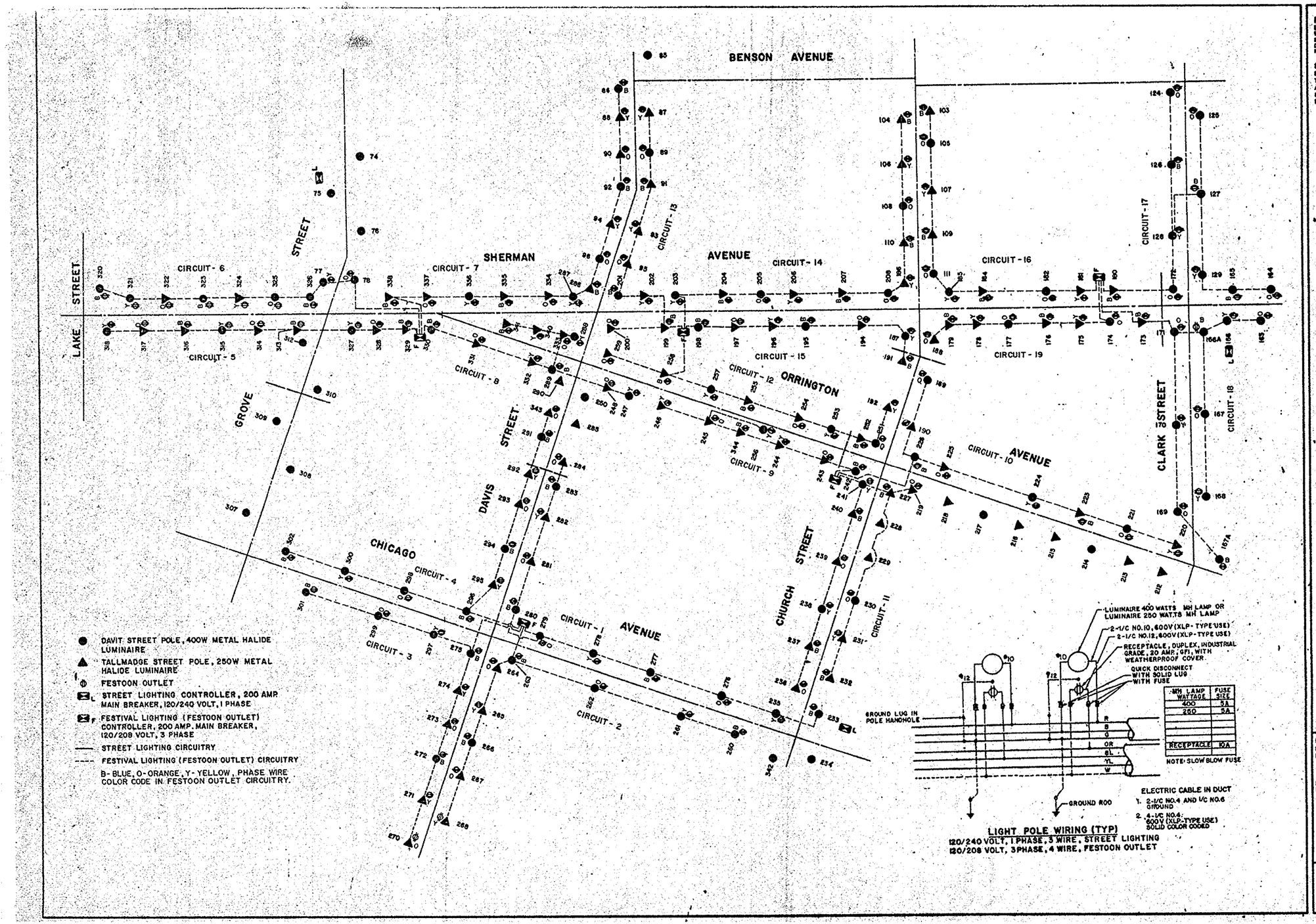
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sheet name
Street Lighting Record Drawing - 1

sheet number
E-18

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EVANSTON STREETSCAPE REVITALIZATION
Evanston, Illinois
PROJECT NO.5

Festival Lighting Circuitry

Date of Issue: 2/8/95
Project No:
Designed By: | Drawn By: | Checked By:
Revisions:
No: | Date: | By:

Drawing	Sheet
5.20	E-11

FESTIVAL LIGHTING CIRCUITRY EXISTING CONDITIONS – FOR INFORMATIONAL PURPOSES ONLY

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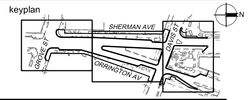
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sheet name
Festival Lighting Record Drawing - 2

sheet number
E-19

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MECHANICAL/ELECTRICAL GENERAL NOTES

1. THE CITY SHALL BE NOTIFIED IN WRITING AT LEAST (3) FULL BUSINESS DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

2. UTILITIES EXIST IN THE AREA WHERE WORK IS PROPOSED. ACTUAL DEPTH OF UTILITIES ARE UNKNOWN. SHOULD ANY GIVEN UTILITY INTERFERE WITH THE PROPOSED WORK, PIPE ROUTING, ETC., THE CONTRACTOR SHALL, AT NO EXTRA COST TO THE CITY, RESOLVE ANY AND ALL INTERFERENCE PROBLEMS. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF WORK AS REQUIRED.

3. ALL UTILITY COMPANIES SHALL BE CONTACTED AND THEIR FACILITIES SHALL BE LOCATED PRIOR TO ANY WORK IN ANY EASEMENT, RIGHT-OF-WAY, OR SUSPECTED UTILITY LOCATION.

4. BEFORE BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE LINE AND GRADES SHOWN ON THE CONTRACT DRAWINGS. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONTRACT DRAWINGS, THE CONTRACTOR SHALL IMMEDIATELY REPORT SAME TO THE CITY PRIOR TO PERFORMING WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF WORK AS REQUIRED.

5. ALL ELEVATIONS SHOWN ON THE CONTRACT DRAWINGS ARE BASED ON ESTABLISHED DATUM AT EACH SITE UNLESS OTHERWISE SPECIFIED.

6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FOLLOWING SPECIFICATIONS, WHICH ARE HEREBY MADE A PART HEREOF:

   A. "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS," AS PREPARED BY IDOT

   B. "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS"

   C. CITY AND CURRENT MUNICIPAL CODES

   D. NATIONAL ELECTRIC CODE

   WHERE CONTRADICTIONS OCCUR BETWEEN THE ABOVE LISTED SPECIFICATION, CODES AND/OR CONTRACT DOCUMENTS, THE MORE STRINGENT SHALL APPLY.

7. THE CONTRACT DOCUMENTS ARE NOT INTENDED TO SHOW ALL DETAILS OF WORK TO BE PERFORMED OR EQUIPMENT TO BE SUPPLIED. THE INTENT OF THE CONTRACT DOCUMENTS IS TO ILLUSTRATE THE CONCEPTUAL DESIGN AND LAYOUT. THE CONTRACTOR SHALL BE KNOWLEDGEABLE AND REGULARLY ENGAGED IN THE TYPE OF WORK DESCRIBED BY THESE CONTRACT DOCUMENTS, AND SHALL BE RESPONSIBLE FOR UNDERSTANDING THEIR INTENT. ANY WORK TO BE PERFORMED OR ITEM OF EQUIPMENT TO BE SUPPLIED WHICH IS NOT SPECIFICALLY CALLED FOR BY THESE CONTRACT DOCUMENTS BUT WHICH IS NECESSARY TO PROVIDE A COMPLETE AND SUCCESSFUL WORKING SYSTEM SHALL BE INCLUDED IN THE CONTRACTOR'S SCOPE OF WORK AT NO ADDITIONAL COST TO THE CITY.

8. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ALL MATERIAL QUANTITIES AND TO APPRAISE HIMSELF/HERSELF OF ALL EXISTING CONDITIONS. THE CONTRACT PRICE SUBMITTED BY THE CONTRACTOR SHALL BE CONSIDERED AS THE TOTAL COST FOR THE COMPLETE PROJECT. NO CLAIMS FOR EXTRA WORK WILL BE RECOGNIZED DUE TO THE CONTRACTOR'S FAILURE TO UNDERSTAND THE SCOPE OF WORK.

9. IT SHALL BE NECESSARY TO PERFORM WORK ADJACENT TO EXISTING UTILITIES, THE CONTRACTOR SHALL PROVIDE ALL NECESSARY PROTECTION FOR EXISTING UTILITIES IN CONFORMANCE WITH THE AFFECTED UTILITY COMPANY'S REQUIREMENTS AS MAY BE REQUIRED TO PERFORM THE WORK OF THIS CONTRACT.

10. THE WORK PERFORMED UNDER THIS CONTRACT SHALL IN NO WAY INTERFERE WITH THE NORMAL OPERATION OF ANY EXISTING UTILITY SERVICE. THE CONTRACTOR SHALL FURNISH ALL NECESSARY ITEMS OF EQUIPMENT REQUIRED TO MAINTAIN SUCH NORMAL OPERATION AT NO ADDITIONAL COST TO THE CITY. THE COST ASSOCIATED FOR THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE CONTRACT.

11. ORIENTATION OF PIPING, CONDUITS, EQUIPMENT, ETC. MAY VARY. CONTRACTOR TO COORDINATE SAME WITH THE CITY.

12. ANY AND ALL DEWATERING REQUIRED TO KEEP EXCAVATIONS DRY AS WELL AS BRACING AND SHORING EXCAVATED WALLS DURING UTILITY OPERATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. COMPLIANCE WITH THE ABOVE SHALL BE PAID FOR UNDER THE DEWATERING PAY ITEM.

13. SOIL EROSION PROTECTION SHALL BE IN ACCORDANCE WITH IEPA STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL. ALL DISTURBED AREAS SHALL BE FINE GRADED, TOP-SOIL RESTORED (MIN. 4 INCHES) AND SEEDING.

14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEANS AND METHODS AND TECHNIQUES OF CONSTRUCTION. THE CITY'S OR ENGINEER'S REVIEW OF SAME DOES NOT RELIEVE CONTRACTOR OF THIS RESPONSIBILITY. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR SAFETY AND JOB SITE SAFETY.

15. LIMITS OF CONSTRUCTION SHALL BE SUBJECT TO CITY'S APPROVAL AND SHALL NOT IMPACT EXISTING ROADWAY PAVEMENT EXCEPT WHERE IMPROVEMENTS ARE SHOWN BY DRAWINGS. LIMITS OF CONSTRUCTION (OTHER THAN ACROSS ROADWAY PAVEMENT) SHALL BE FENCED OFF WITH 8' CHAIN LINK FENCE WITH DRIVEN POSTS, SUBJECT TO THE CITY'S APPROVAL.

16. ANY AND ALL BY-PASS PUMPING AS MAY BE REQUIRED FOR CONSTRUCTION OF THE PROPOSED IMPROVEMENTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

17. ALL EQUIPMENT AND MATERIALS PROVIDED SHALL COMPLY WITH THE CONTRACT SPECIFICATIONS.

18. THE CONTRACTOR SHALL COORDINATE WITH THE CITY AS REQUIRED PRIOR TO PERFORMING ANY WORK RELATED TO THIS CONTRACT.

19. ALL WATER REQUIRED BY THE CONTRACTOR FOR THE PROJECT CONSTRUCTION, FILLING, TESTING AND LANDSCAPING SHALL BE COORDINATED WITH THE CITY. WATER USAGE AND METERING EQUIPMENT SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT (REFER TO SECTION 107.18 OF THE SPECIAL PROVISIONS).

SHOP DRAWING REVIEW NOTES

1. THE CONTRACTOR SHALL SUBMIT FOR REVIEW DIMENSIONED OUTLINE SHOP DRAWINGS SHOWING THE GENERAL ARRANGEMENT OF THE EQUIPMENT TO BE FURNISHED, AND ITEMS TO BE INSTALLED. AS A MINIMUM FOUR COPIES OF ALL SHOP DRAWINGS SHALL BE SUBMITTED FOR REVIEW.

2. BEFORE PROCEEDING WITH MANUFACTURE OF THE EQUIPMENT, THE CONTRACTOR SHALL SUBMIT FOR REVIEW GENERAL ASSEMBLY SHOP DRAWINGS, SUBASSEMBLY SHOP DRAWINGS, DETAIL SHOP DRAWINGS, CALCULATIONS, DESIGN DATA, CATALOG CUTS AND SIMILAR ENGINEERING DOCUMENTS REQUIRED TO DEMONSTRATE FULLY THAT ALL PARTS WILL CONFORM TO THE PROVISIONS AND INTENT OF THE DRAWINGS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF THEIR INSTALLATION, OPERATION, AND MAINTENANCE. THESE SHOP DRAWINGS SHALL SHOW ALL NECESSARY DIMENSIONS AND FABRICATION DETAILS, INCLUDING THE DESIGN OF WELDED AND BOLTED JOINT CONNECTIONS, TOLERANCES ON FITS AND CLEARANCES, AND ALL FIELD JOINTS AND SUBASSEMBLIES IN WHICH THE CONTRACTOR PROPOSES TO SHIP THE EQUIPMENT. DESIGN CRITERIA, CALCULATIONS, AND DETAILED SPECIFICATIONS, SHALL BE SUBMITTED FOR THE DESIGN OF ALL MAJOR COMPONENTS AND FOR OTHER FEATURES OR DETAILS WHEN REQUESTED BY THE CITY.

3. ALL SUBMITTALS BY THE CONTRACTOR SHALL BE CERTIFIED BY THE RESPECTIVE EQUIPMENT MANUFACTURER.

4. THE CONTRACTOR SHALL SUBMIT COMPLETE FULL-LINE WIRING DIAGRAMS COVERING ALL EQUIPMENT FURNISHED. THE CONTRACTOR SHALL FURNISH SHOP DRAWINGS OF SWITCH DEVELOPMENTS FOR ALL INSTRUMENT AND CONTROL SWITCHES AND INTERNAL CONNECTION DIAGRAMS FOR ALL INSTRUMENTS, RELAYS, REGULATORS, ETC.

5. SHOP DRAWINGS SHALL INCLUDE ELECTRICAL DEVICES, ACCESSORIES AND WIRING FURNISHED AS COMPONENT PARTS OF MECHANICAL EQUIPMENT AND SHALL SHOW ARRANGEMENT AND DIMENSIONS.

6. THE CONTRACTOR SHALL PREPARE AND SUBMIT SHOP DRAWINGS FOR ALL WORK AREAS, INDICATING SOLUTIONS TO SPACE PROBLEMS AND COORDINATION WITH REQUIREMENTS OF EXISTING CONDITIONS.

7. PRIOR TO FINAL INSPECTION PROVIDE THREE DUPLICATE LOOSE LEAF THREE RING BOUND COPIES AND ONE PDF COPY OF OPERATIONS AND MAINTENANCE MANUALS IN DURABLE COVERS OF THE FOLLOWING ITEMS ORGANIZED AND TAB INDEXED IN ACCORDANCE WITH THE SPECIFICATIONS FORMAT AS FOLLOWS:

   A. MAINTENANCE AND OPERATING INSTRUCTIONS AS PUBLISHED BY THE MATERIAL SUPPLIERS AND/OR EQUIPMENT MANUFACTURERS.
   B. SPECIFIED EQUIPMENT GUARANTEES AND WARRANTIES.
   C. EMERGENCY INSTRUCTIONS.
   D. WIRING DIAGRAMS AND CONTROL DIAGRAMS.
   E. SHOP DRAWINGS AND PRODUCT DATA.
   F. INSPECTION PROCEDURES AND SERVICE RECOMMENDATIONS.
   G. ASSEMBLY DRAWINGS AND PARTS LISTS WITH IDENTIFICATION SYMBOLS OR PART NUMBERS FOR ALL REPLACEABLE PARTS AND ASSEMBLIES.
   H. TEST REPORTS.

EXCAVATION AND BACKFILL NOTES

1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO READ AND UNDERSTAND THE SOIL AND GROUNDWATER CONDITIONS AT THE SITE.

2. THE CONTRACTOR SHALL EXAMINE THE CONTRACT DRAWINGS THOROUGHLY PRIOR TO BEGINNING ANY EXCAVATION, AND SHALL NOTIFY THE CITY'S REPRESENTATIVE AT ONCE OF ANY DISCREPANCIES.

3. ALL WORK AREAS SHALL BE PROPERLY DRAINED DURING CONSTRUCTION. FINAL GRADES SHALL BE PROTECTED AGAINST DAMAGE FROM EROSION, TRAFFIC, AND FROST.

4. THE EXCAVATION FOR STRUCTURE AND/OR PIPE INSTALLATION SHALL BE KEPT DRY AT ALL TIMES DURING STRUCTURE/PIPE PLACEMENT. APPROPRIATE FACILITIES TO MAINTAIN THE DRY EXCAVATIONS/TRENCHES SHALL BE PROVIDED BY THE CONTRACTOR AND THE COST OF SUCH SHALL BE INCLUDED IN THE PRICES BID FOR THE VARIOUS ITEMS TO WHICH THEY PERTAIN.

5. DETAILED DRAWINGS FOR ANY SHEETING AND BRACING SHALL BE PROVIDED FOR REVIEW TO THE CITY'S REPRESENTATIVE PRIOR TO IMPLEMENTATION OF THE METHOD. A TRENCH BOX SHALL BE AVAILABLE ON THE JOB SITE AT ALL TIMES, AND BE UTILIZED IN ACCORDANCE WITH OSHA STANDARDS.

6. SUITABLE EXCAVATED MATERIALS SUBJECT TO THE REVIEW OF THE CITY'S REPRESENTATIVE MAY BE USED TO BACKFILL THE EXCAVATED AREAS OF THE SITE UNLESS SHOWN OTHERWISE.

7. NO UNDERGROUND WORK SHALL BE COVERED UNTIL IT HAS BEEN INSPECTED BY THE CITY OR ENGINEER.

8. TRENCH BACKFILL SHALL BE PROVIDED FOR THE FULL DEPTH ABOVE PIPELINES UNDER PROPOSED OR EXISTING PAVEMENTS, UTILITIES, DRIVEWAYS, AND SIDEWALKS. THE TRENCH BACKFILL SHALL CONSIST OF A GRANULAR MATERIAL MEETING IDOT CRUSHED STONE CA-6 GRADATION SPECIFICATIONS. THE TRENCH BACKFILL SHALL BE COMPACTED IN ACCORDANCE WITH IDOT STANDARD SPECIFICATIONS AND SHALL EXTEND A MINIMUM OF TWO FEET ON EITHER SIDE OF THE PIPE CENTERLINE, OR AS OTHERWISE SHOWN OR SPECIFIED HEREIN.

9. BACKFILL IN PIPE TRENCHES IN OPEN AREAS AND LANDSCAPED AREAS SHALL CONSIST OF CA-7 FOR BEDDING, HAUNCHING, AND INITIAL BACKFILL; THEN SUITABLE EXCAVATED MATERIALS PLACED IN LIFTS AND COMPACTED TO A MINIMUM OF 90 PERCENT OF THE MAXIMUM DENSITY OBTAINABLE PER ASTM D 1557 FOR FINAL BACKFILL.

10. THE CONTRACTOR SHALL REMOVE ALL EXCESS UTILITY SPOIL. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.

11. ALL REMOVAL OR EXCAVATION ITEMS BEING DISPOSED OF AT AN UNCONTAMINATED SOIL FILL OPERATION OR CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) FILL SITE SHALL MEET THE REQUIREMENTS OF PUBLIC ACT 96-1416. ALL COSTS ASSOCIATED WITH MEETING THESE REQUIREMENTS SHALL BE INCLUDED IN THE UNIT PRICE COST FOR THE ASSOCIATED REMOVAL OR EXCAVATION ITEMS IN THE CONTRACT. THESE COSTS SHALL INCLUDE BUT ARE NOT LIMITED TO ALL REQUIRED TESTING, LAB ANALYSIS, CERTIFICATION BY A LICENSED PROFESSIONAL ENGINEER, AND STATE OR LOCAL TIPPING FEES. THE FORMS SIGNED OFF BY THE PROFESSIONAL ENGINEER TO BE PROVIDED BY THE CONTRACTOR.

12. NO EXCAVATIONS SHALL BE LEFT OPEN OVERNIGHT. IT IS THE RESPONSIBLITY OF THE CONTRACTOR TO COVER OPEN EXCAVATIONS WITH STEEL SHEET PLATES. THE COST OF THIS PROCEDURE SHALL BE INCIDENTIAL TO THE WORK IN WHICH IT PERTAINS.

13. CITY WILL PRETEST AND CONFIRM SOIL CONDITIONS PRIOR TO START OF PROJECT

RECORD DRAWINGS & UTILITY NOTES

1. CERTAIN INFORMATION SHOWN ON THESE DRAWINGS HAS BEEN OBTAINED FROM DRAWINGS OF RECORD. CONTRACTOR SHALL VERIFY SUCH INFORMATION PRIOR TO ACTUAL START OF WORK. WHERE DISCREPANCIES ARE DISCOVERED THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE CITY'S REPRESENTATIVE. FAILURE BY THE CONTRACTOR TO IMMEDIATELY NOTIFY THE CITY'S REPRESENTATIVE OF SUCH DISCREPANCIES SHALL RESULT IN THE CONTRACTOR BEARING THE FULL BURDEN OF ALL RISKS/COSTS ATTRIBUTED TO THE DISCOVERED DISCREPANCY.

2. EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHT-OF-WAYS ARE SHOWN ON THE DRAWINGS ACCORDING TO AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS.

3. THE EXISTING BURIED UTILITY LINES, PUBLIC AND PRIVATE, ARE SHOWN ON THE DRAWINGS ACCORDING TO INFORMATION AVAILABLE FROM RECORDS. THE LOCATION AND DEPTH OF EXISTING BURIED UTILITY LINES SHOWN ON THE DRAWINGS IS THEREFORE APPROXIMATE AND MAY VARY FROM FIELD CONDITIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION AND DEPTH OF BURIED UTILITY LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY COMPANIES TO MARK THE LOCATION OF BURIED UTILITIES IN THE FIELD BEFORE BEGINNING EXCAVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY LINES AND SHALL REPAIR ANY UTILITY LINES DAMAGED AT HIS/HER OWN EXPENSE.

4. BEFORE INSTALLING ANY BURIED PIPE, THE CONTRACTOR SHALL CAREFULLY UNCOVER ALL EXISTING BURIED UTILITY LINES WHICH CROSS NEW CONSTRUCTION SO HE/SHE CAN DETERMINE THEIR EXACT LOCATION AND DEPTH. IF EXISTING BURIED UTILITY LINES ARE ENCOUNTERED THAT CONFLICT WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE CITY'S REPRESENTATIVE SO THAT THE CONFLICT MAY BE RESOLVED.

SUBSURFACE OPERATION PLAN

1. BEFORE COMMENCING ACTIVITY AT THE SITE THE CONTRACTOR SHALL PREPARE AN "OPERATION PLAN" DRAWING SHOWING THE SEQUENCE OF OPERATION AND TIMING THAT IS PROPOSED FOR THE SUBSURFACE WORK. THIS PLAN DRAWING SHALL BE EXCLUSIVE OF ALL OTHER PLANS AND SCHEDULES REQUIRED UNDER THE CONTRACT. THE PLAN SHALL SHOW IN PLAN AND PROFILE SUPPLEMENTED BY SECTIONES, TEXT AND BAR DIAGRAMS THE EXTENT AND SEQUENCE OF WORK REQUIRED FOR THE SUBSURFACE CONSTRUCTION. THE PLAN SHALL SHOW ALL EXCAVATION, SHEETING, PROTECTION, DEWATERING PROCEDURES, BYPASS PUMPING, UTILITIES SUPPORT, DRAINS AND ALL OTHER FEATURES REQUIRED TO PERFORM THE SUBSURFACE OPERATION. THE PLAN SHALL BE SUBMITTED TO THE CITY'S REPRESENTATIVE FOR REVIEW. INSOFAR AS POSSIBLE ALL INFORMATION SHALL BE SHOWN ON THE PLAN FOR CONVENIENCE OF INTERPRETATION UNDER FIELD CONDITIONS. THE PLAN SHALL BE SEALED BY AN ILLINOIS REGISTERED STRUCTURAL ENGINEER.

2. ALL SHEETING/SHORING AND EARTH RETENTION/PROTECTION OF THE EXCAVATIONS, AROUND THE PROJECT WORK SITE SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

FINAL ACCEPTANCE AND INSPECTION

1. CONTRACTOR SHALL OBTAIN A GENERAL CONTRACTOR'S LICENSE FOR THE CITY. CONTRACTOR SHALL PAY FOR THIS THROUGH THE BUILDING DIVISION. CONTRACTOR SHALL SUBMIT FOR A BUILDING PERMIT. BUILDING PERMIT FEES SHALL BE WAIVED. THREE COPIES OF THE PLANS SETS ARE REQUIRED. CONTRACTOR SHALL FURNISH ALL NECESSARY DOCUMENTS REQUIRED BY THE PERMIT OFFICE. THE PUBLIC WORKS DEPARTMENT WILL NOT FORWARD COPIES.

2. WHEN ALL THE WORK AS SHOWN ON THE DRAWINGS AND INCLUDED IN THE SPECIFICATIONS HAS BEEN COMPLETED AND THE EQUIPMENT HAS BEEN INSTALLED, TESTED, PLACED INTO OPERATION, AND SUBSEQUENTLY HAS SATISFACTORILY OPERATED FOR 14 DAYS, A THOROUGH INSPECTION OF THE EQUIPMENT WILL BE MADE BY THE CITY IN THE COMPANY OF THE CONTRACTOR, AND IF THE WORK IS FOUND TO COMPLY WITH THE DRAWINGS AND SPECIFICATIONS, THE WORK WILL BE FORMALLY ACCEPTED AND THE CONTRACTOR SO NOTIFIED AS TO THE FINAL ACCEPTANCE OF THE WORK BY THE CITY. NOTIFICATION OF FINAL ACCEPTANCE WILL BE IN WRITING.

3. SHOULD ANY WORK BE FOUND TO BE INADEQUATE, FAULTY, OR OTHERWISE NOT IN ACCORDANCE WITH THESE DRAWINGS AND SPECIFICATIONS, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CORRECT SUCH WORK AT HIS/ HER OWN EXPENSE, PRIOR TO FINAL ACCEPTANCE.

4. UPON RECEIVING FINAL PAYMENT, THE PERIOD OF THE WARRANTY OF THE WORK SHALL BE ENFORCED AS STATED WITHIN THE TERMS OF THE CONTRACT BOND.

5. CONTRACTOR SHALL TEST EACH PUMP IN PLACE TO VERIFY PERFORMANCE WITH SPECIFIED CAPACITY. FLOW METER SHALL BE USED TO MEASURE GALLONS PER MINUTE PUMPED.

6. FOUNTAIN SYSTEM SHALL PROVIDE THE FOLLOWING:

   A. INITIAL START UP, TESTING, AND COMMISSIONING SERVICES FOR 2017 AND COMPLETE SHUTDOWN AND WINTERIZATION.
   B. STAFF TRAINING, INCLUDING STEP-BY-STEP MANUAL FOR SYSTEM OPERATION AND PROGRAMMING.
   C. SPRING 2018 START UP SERVICES, OPERATION OF SYSTEM FOR 2018 SEASON AND COMPLETE SHUTDOWN AND WINTERIZATION.
   D. FIVE YEAR WARRANTEE ON LABOR AND MATERIALS.
   E. TEN YEAR WARRANTEE ON ALL PUMPS, MOTORS, CONTROL PANEL, LIGHTING AND ALL OF THE MECHANICAL, ELECTRICAL AND PLUMBING MATERIALS PROVIDED.

CAUTION
NOTE TO CONTRACTOR:

THE CONTRACTOR IS SPECIFICALLY CAUTIONED TO THE LOCATION AND/OR ELEVATION OF EXISTING AND PROPOSED UTILITIES AS SHOWN ON THESE PLANS. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM ENGINEER OF ANY EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS.

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03.28.2017

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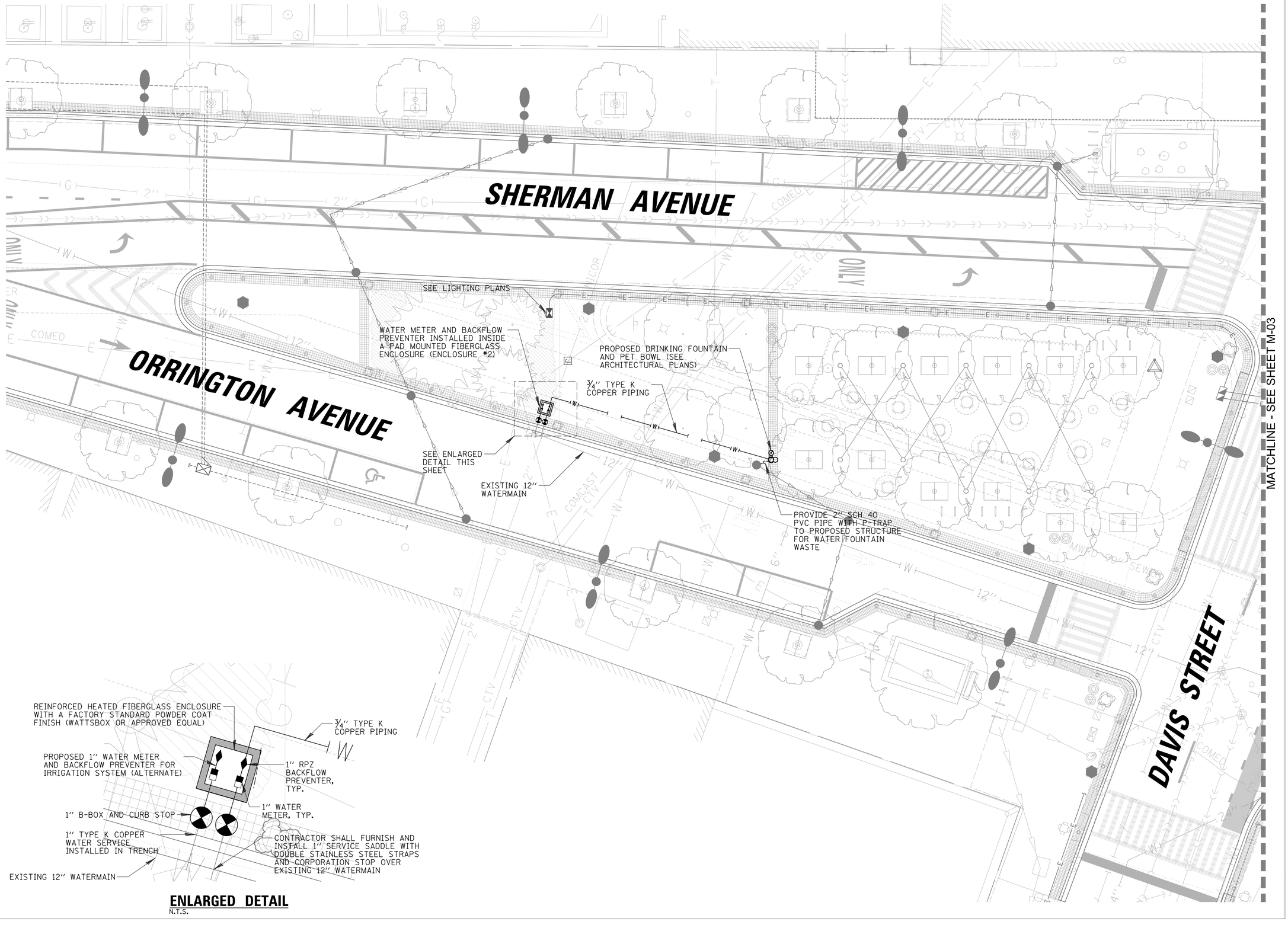
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Fountain Mechanical & Electrical General Notes

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M-01

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ENLARGED DETAIL
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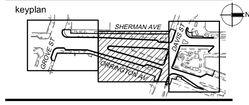
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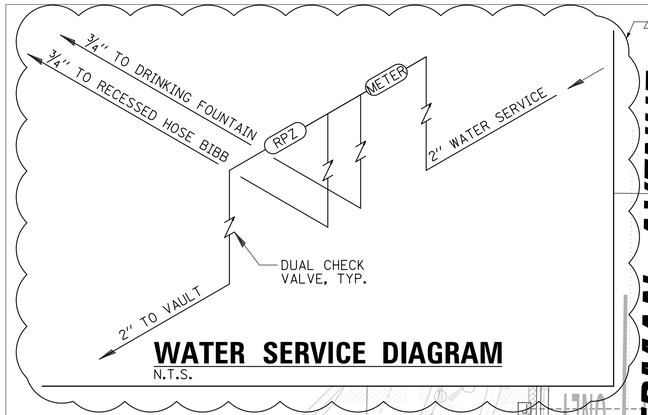


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Proposed Fountain Piping & Conduit Plan - 1

sheet number
M-02



WATER SERVICE DIAGRAM
N.T.S.

SHERMAN AVENUE

ORRINGTON AVENUE

DAVIS STREET

SEE LIGHTING PLANS

4" SANITARY DRAIN CONNECTION FOR OVERFLOW AND DRAINING OF FOUNTAIN. DRAIN LINE TO BE TRAPPED AND VENTED AS REQUIRED BY CODE

PROVIDE 2" SCH 40 PVC PIPE WITH P-TRAP TO PROPOSED STRUCTURE FOR WATER FOUNTAIN WASTE

EXISTING COM ED UNDERGROUND VAULT SERVICE DROP LOCATION (CONTRACTOR SHALL COORDIANTE WITH COM ED)

MOUNT WIND SENSOR TO PROPOSED 30 FT. ROADWAY LIGHT POLE PER MANUFACTURER'S RECOMMENDATIONS (15'-0" ABOVE GRADE MINIMUM) (SEE DETAIL SHEET M-07)

PROPOSED 11"x18"x18"D COMPOSITE CONCRETE HANDHOLE, TYP. OF 3

35'-2½" RGS

PROPOSED FOUNTAIN

3/C #22 SHIELDED CABLES SUPPLIED WITH WIND SENSOR IN 1" SCH 40 HDPE CONDUIT TO LIGHT POLE MOUNTED WIND SENSOR

PROPOSED EMERGENCY VOICE COMMUNICATION UNIT WITH 360° VIEW CAMERA INTEGRATED INTO THE THE BODY, TYP. OF 2 (CODE BLUE CB1-S OR EQUAL)

1/C #12, 1/C #12 NEUTRAL AND 1/C #12 GROUND XLP-TYPE USE CABLES IN 1" SCH 40 HDPE CONDUIT TO EMERGENCY VOICE COMMUNICATION UNIT WITH 360° VIEW CAMERA INTEGRATED INTO THE THE BODY,

14'-0"X16'-0"X8'-0" CAST IN PLACE CONCRETE FOUNTAIN VAULT

PROPOSED 8" DIP RETURN AIR PIPING

SEE SHEET M-04 FOR ENLARGED DETAIL

4" SUMP PUMP DISCHARGE PIPING

PROPOSED EMERGENCY VOICE COMMUNICATION UNIT WITH 360° VIEW CAMERA INTEGRATED INTO THE THE BODY, TYP. OF 2 (CODE BLUE CB1-S OR EQUAL)

PROPOSED DRINKING FOUNTAIN AND PET BOWL (SEE ARCHITECTURAL PLANS)

1/C #12, 1/C #12 NEUTRAL AND 1/C #12 GROUND XLP-TYPE USE CABLES IN 1" SCH 40 HDPE CONDUIT TO EMERGENCY VOICE COMMUNICATION UNIT WITH 360° VIEW CAMERA INTEGRATED INTO THE THE BODY,

¾" TYPE K COPPER PIPING

EXISTING 12" WATERMAIN

PROPOSED 2 PARALLEL SETS OF 4/C #3/0 XLP-TYPE USE SERVICE CABLES IN (2) 2½" RGS CONDUIT (CONTRACTOR TO COORDINATE WITH COM ED)

400A RATED CT CABINET

PROPOSED 400A 120/208V 3Ø FOUNTAIN CONTROLLER IN A BLACK PAINTED NEMA 3R ALUMINUM ENCLOSURE

PROPOSED 8" DIP SUPPLY AIR PIPING

2" B-BOX AND CURB STOP

CONTRACTOR SHALL LOCATE EXISTING 2" WATER SUPPLY LINE FEEDING EXISTING FOUNTAIN TO BE REUSED. CONTRACTOR SHALL USE BEST MEANS AND METHODS TO ROUTE EXISTING 2" WATER SUPPLY LINE TO PROPOSED WATER METER

WATER METER AND BACKFLOW PREVENTER INSTALLED INSIDE A PAD MOUNTED FIBERGLASS ENCLOSURE (ENCLOSURE #1) (SEE PLUMBING DIAGRAM THIS SHEET)

PROPOSED 8" DIP VENT PIPE, TYP. OF 2 (SEE SHEET M-08 FOR ABOVE GRADE ENCLOSURE)

2" TYPE K COPPER WATER PIPING TO CONNECT TO FOUNTAIN VAULT

MATCHLINE - SEE SHEET M-02

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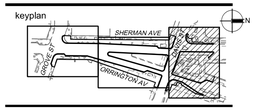
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Proposed Fountain Piping & Conduit Plan - 2

sheet number
M-03

PROPOSED UNDERWATER JUNCTION BOX, TYP.

PROPOSED 4/C #12 XLP-TYPE USE CABLES AND FOUNTAIN LIGHTING CONTROL WIRES IN 1¼" SCH 40 PVC CONDUIT TO FOUNTAIN UNDERWATER JUNCTION BOX, TYP. OF 10 (ALL FOUNTAIN LIGHTS SHALL BE ON SAME BRANCH CIRCUIT)

UD

(2) SETS OF 4/C #14 AND 1/C #14 GND XLP-TYPE USE CABLES IN ¾" SCH 40 PVC TO WALL MOUNTED LEVEL SENSOR

LEVEL SENSOR, TYP.

1/C #12, 1/C #12 NEUTRAL AND 1/C #12 GROUND SHIELDED CABLES XLP-TYPE USE CABLES IN 1" SCH 40 HDPE CONDUIT TO EMERGENCY VOICE COMMUNICATION UNIT WITH 360° VIEW CAMERA INTEGRATED INTO THE THE BODY, TYP. OF 2

PROPOSED 24"X24" WATERTIGHT ALUMINUM ACCESS HATCH SHALL HAVE AN H-20 RATING AND BE PAINTED BLACK, TYP. OF 2 (U.S.F. FABRICATION MODEL W-AHS OR EQUAL)

(3) 3" RGS CONDUITS FOR FOUNTAIN PUMP CABLES

(1) 3" RGS CONDUIT FOR FOUNTAIN VAULT POWER

14'-0"X16'-0"X8'-0" CAST IN PLACE CONCRETE FOUNTAIN VAULT

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24"x24" JUNCTION BOX (SEE SECTION A-A THIS SHEET)

¾" TYPE L COPPER PIPING TO CONNECT TO PROPOSED HOSE BIBB

PROPOSED FIXED BLADE SUPPLY LOUVER

PROPOSED 150 CFM OEM SPECIALTY BLOWER

PROPOSED FLOOR DRAIN (JAY R. SMITH 201C) CONTRACTOR SHALL SLOPE FINISHED FLOOR TO DRAIN

PROPOSED ALUMINUM EXTENSION LADDER WITH LADDER UP SAFETY POST AND HARNESS

SUMP PUMP

PROPOSED CLEANOUT (SEE SHEET M-08)

PROPOSED 4" SCH 40 PVC PIPE EMBEDDED IN CONCRETE SLOPED AT 1/4" PER FOOT

2" (FROM EXISTING) TYPE L COPPER PIPING TO CONNECT TO WATER SUPPLY LINE PROVIDED INSIDE FOUNTAIN VAULT

PROPOSED 8" DIP RETURN AIR PIPING (SEE SHEET M-03)

PROPOSED 36"X36" WATERTIGHT ALUMINUM ACCESS HATCH SHALL HAVE AN H-20 RATING AND BE PAINTED BLACK (U.S.F. FABRICATION MODEL W-AHS OR EQUAL)

2" TYPE K COPPER PIPING

4" SUMP PUMP DISCHARGE PIPING

PROPOSED 8" DIP VENT PIPE, TYP. OF 2 (SEE SHEET M-08 FOR ABOVE GRADE ENCLOSURE)

¾" TYPE K COPPER PIPING TO PROPOSED DRINKING FOUNTAIN AND PET BOWL

PROPOSED 11"x18"x18" COMPOSITE CONCRETE HANDHOLE

(4) SETS OF 10/C XLP-TYPE USE CABLES IN 1" SCH 40 PVC CONDUIT FOR PROPOSED NOZZLE LIGHT FIXTURES

3/C #22 SHIELDED CABLES SUPPLIED WITH WIND SENSOR IN 1" SCH 40 HDPE CONDUIT TO LIGHT POLE MOUNTED WIND SENSOR

400A RATED CT CABINET

PROPOSED 2 PARALLEL SETS OF 4/C #3/0 XLP-TYPE USE SERVICE CABLES IN (2) 2½" RGS CONDUIT (CONTRACTOR TO COORDINATE WITH COM ED)

1/C #12, 1/C #12 NEUTRAL AND 1/C #12 GROUND XLP-TYPE USE CABLES IN 1" SCH 40 HDPE CONDUIT TO EMERGENCY VOICE COMMUNICATION UNIT WITH 360° VIEW CAMERA INTEGRATED INTO THE THE BODY, TYP. OF 2

PROVIDE (2) 1¼" SPARE SCH 40 PVC CONDUIT, STUB OUT 5' AND CAP

PROPOSED GROUND FIELD (SEE DETAIL SHEET M-05)

EXISTING 12" WATERMAIN

PROPOSED 400A 120/208V 3Ø NEMA 3R ALUMINUM FOUNTAIN CONTROL AND POWER CABINET PAINTED BLACK

PROPOSED 8" DIP SUPPLY AIR PIPING

REINFORCED HEATED FIBERGLASS ENCLOSURE WITH A FACTORY STANDARD POWDER COAT FINISH (WATTSBOX OR APPROVED EQUAL) (ENCLOSURE #1)

PROPOSED ¾" BACKFLOW PROTECTED FREEZELESS WALL HYDRANT FLUSH WITH GRADE

CONTRACTOR SHALL LOCATE EXISTING 2" WATER SUPPLY LINE FEEDING EXISTING FOUNTAIN TO BE REUSED. CONTRACTOR SHALL USE BEST MEANS AND METHODS TO ROUTE EXISTING 2" WATER SUPPLY LINE TO PROPOSED WATER METER

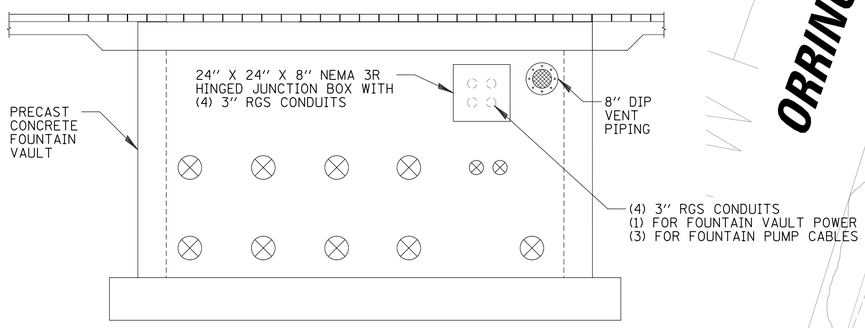
2" B-BOX AND CURB STOP

2" WATER METER

2" RPZ BACKFLOW PREVENTER

2" TYPE K COPPER PIPING

ORRINGTON AVENUE



SECTION A–A
N.T.S.

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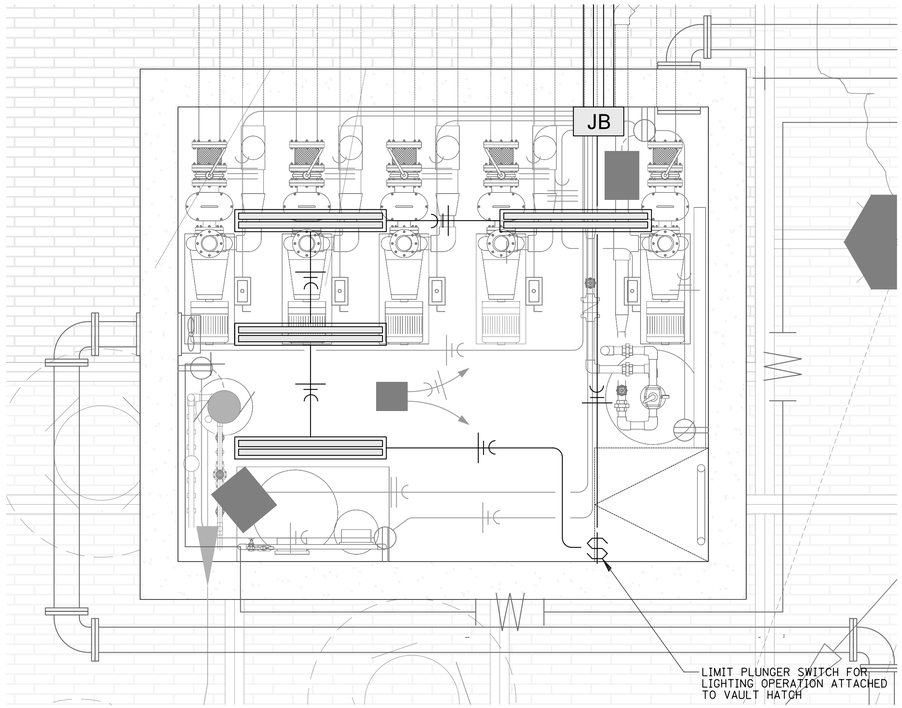


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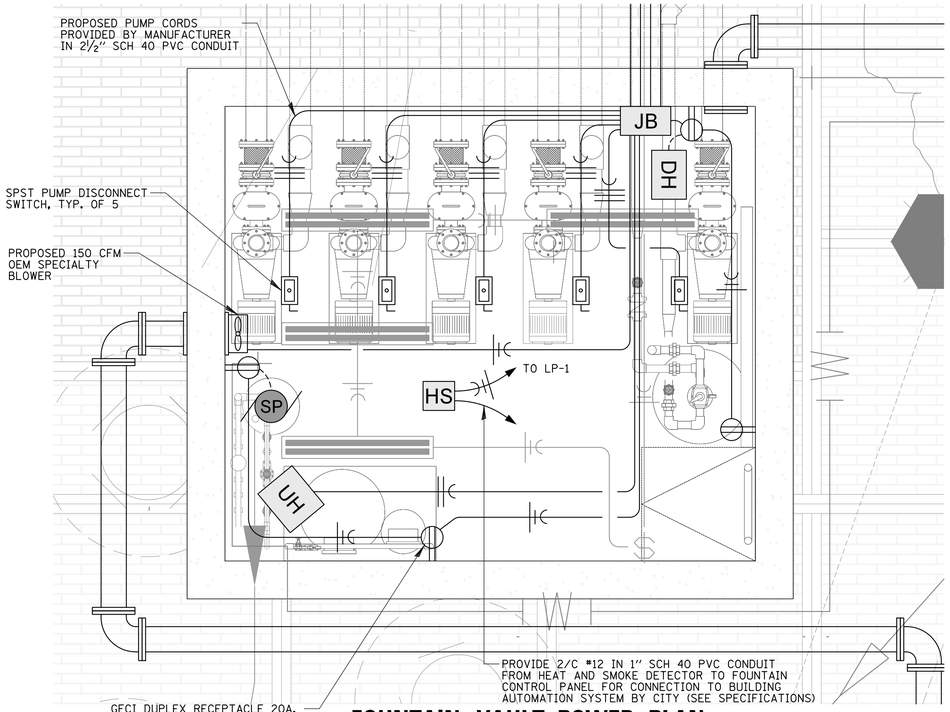
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Fountain Vault Power & Lighting Plan

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M-04



FOUNTAIN VAULT LIGHTING PLAN
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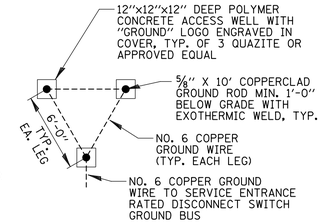
FOUNTAIN VAULT POWER PLAN
N.T.S.

ELECTRICAL SYMBOLS

- GFCI DUPLEX RECEPTACLE 20A, 120V, 2P, 3W, GRD, NEMA 5-20R MOUNTED 4 FT ABOVE FINISHED FLOOR
- LIMIT LIGHT SWITCH
- JB — JUNCTION BOX
- CONDUIT HOMERUN
- CONDUIT CROSS LINES REPRESENT THE NUMBER OF WIRES
- 58W 4' INDUSTRIAL LED LAMP METALUX MODEL NO. 4VT2-LD4-6
- SPST PUMP DISCONNECT SWITCH
- HS — HEAT & SMOKE DETECTOR TO SCADA PANEL OR ALLARM DIALER

GROUNDING NOTES

1. FURNISH AND INSTALL A GROUND FIELD AS SHOWN ON THE DRAWINGS. GROUNDING CONDUCTOR SHALL BE INSTALLED 1-FT. MINIMUM BELOW GROUND.
2. GROUND ALL EXPOSED METAL WORK SUCH AS HATCHES, METAL CABINETS AND EQUIPMENT FRAMES, ETC. CONNECTIONS TO HATCHES, AND OTHER METAL WORK SHALL BE FUSION WELDED. CONNECTIONS TO THE GALVANIZED EQUIPMENT AND TO EQUIPMENT WHICH MAY BE REMOVED FOR MAINTENANCE SHALL BE MADE WITH BOLTED CLAMP TYPE CONNECTIONS OF SOLID COPPER, WELDED TO THE GROUNDING CONNECTOR.
3. UNLESS OTHERWISE INDICATED, THE MINIMUM SIZE OF SYSTEM GROUNDING CONDUCTOR SHALL BE NO. 6 AWG.
4. EACH CONDUIT RUN SHALL BE GROUNDED TO THE COMMON GROUNDING BUS IN THE PANEL WHERE IT ORIGINATES. THE MINIMUM SIZE OF GROUNDING CONDUCTOR SHALL BE PER 2014 NEC SECTION 250.122 OR AS OTHERWISE SHOWN ON THE DRAWINGS.
5. GROUNDING RODS SHALL BE COPPERWELD, MINIMUM 5/8-IN. DIAMETER X 10-FT. LONG. CABLE-TO-CABLE AND CABLE-TO-GROUND ROD CONNECTIONS SHALL BE MADE BY THE FUSION WELDING PROCESS.
6. CONTRACTOR SHALL CONNECT A #3/0 COPPER GROUND WIRE TO PROPOSED WATER SERVICE COPPER PIPE (INCLUDING #3/0 COPPER JUMPER ACROSS THE WATER METER.



GROUND FIELD DETAIL (TYP.)
N.T.S.

EQUIPMENT SCHEDULE

DESIGNATION	EQUIPMENT	UNIT SIZE &/OR RATING	ELECTRICAL DATA			REMARKS
			MOTOR HP OR KW	CONTROL	SUPPLY VOLTAGE/PHASE	
UH	UNIT HEATER	5kW	N/A	N/A	208V; 1Ø	DAYTON
-	OEM FLANGED SPECIALTY BLOWER	150 CFM	N/A	N/A	120V; 1Ø	DAYTON
SP	SUMP PUMP	--	1/3 HP	N/A	120V; 1Ø	ZOELLER
-	FIXED BLADE AIR SUPPLY LOUVER	N/A	N/A	N/A	N/A	DAYTON
DH	DEHUMIDIFIER	745W	N/A	N/A	120V; 1Ø	GENERAL ELECTRIC

EQUIPMENT NOTES:

1. THE EQUIPMENT SCHEDULE SHOWN ON THIS DRAWING IS A LIST OF MAJOR ITEMS OF POWER USING EQUIPMENT, AND IS NOT INTENDED TO LIST ALL ITEMS OF EQUIPMENT.
2. HORSEPOWERS OR KILOWATT RATINGS MAY BE LARGER OR SMALLER THAN INDICATED FOR SOME EQUIPMENT.
3. UNIT HEATER SHALL BE CONTROLLED BY ONE CENTRAL CONTROLLER. CONTRACTOR SHALL PROVIDE OUTPUT ALARM FOR HIGH AND LOW TEMPERATURE.

PANELBOARD SCHEDULE LP-1

FED FROM: COM ED UNDERGROUND VAULT
VOLTAGE: 120/208V, 3 PH, 4W
BUS SIZE: 400A
MAINS: 400A - MAIN BREAKER
SPACES: 24
SHORT CKT RATING: 22KAIC
MAIN BONDING JUMPER: YES
MOUNTING: SURFACE

TOT. 'A' PHASE:	39450		VA
TOT. 'B' PHASE:		39795	VA
TOT. 'C' PHASE:		34545	VA
TOTAL 'A' + 'B' + 'C' :		113790	VA
TOTAL AMPS:		315.9	A

CKT #	CB/ POLES	DESCRIPTION	A PH VA	B PH VA	C PH VA	A PH VA	B PH VA	C PH VA	DESCRIPTION	CB/ POLES	CKT #
1	400A/3P	FOUNTAIN CONTROL PANEL	33000			5000			UNIT HEATER	40A/2P	2
3				33000			5000				4
5					33000			745	DEHUMIDIFIER	20A/1P	6
7	20A/1P	EXHAUST BLOWER	500			100			VAULT LIGHTING	20A/1P	8
9	20A/1P	SUMP PUMP		875			720		RECEPTACLES	20A/1P	10
11	20A/1P	HEAT AND SMOKE DETECTOR			100			100	24VDC POWER SUPPLY	20A/1P	12
13	20A/1P	MAINTENANCE LIGHT & RECEPTACLE	250			100			CABINET FAN	20A/1P	14
15	20A/1P	EMERGENCY COMMUNICATION UNITS		100			100		LEVEL SENSORS	20A/1P	16
17	20A/1P	ANEMOMETER			100			500	FOUNTAIN LIGHTS	20A/1P	18
19	20A/1P	SPARE	-			500			CABINET HEATER	20A/1P	20
21	20A/1P	SPARE		-			-		SPARE	20A/1P	22
23	20A/1P	SPARE			-			-	SPARE	20A/1P	24
		SUBTOTALS:	33750	33975	33200	5700	5820	1345			

NOTE: ALL CIRCUIT BREAKERS SHALL BE BOLT ON TYPE

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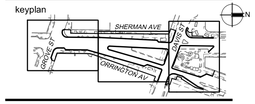
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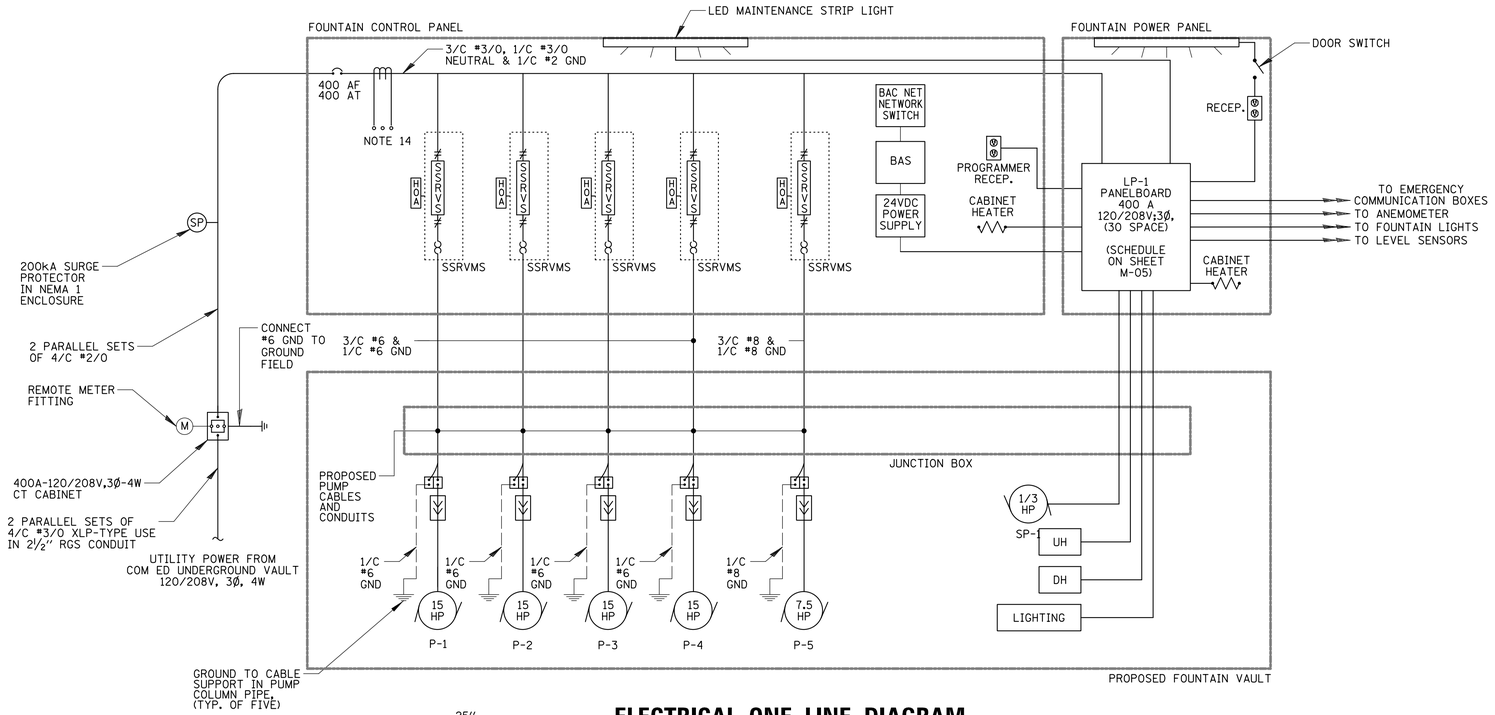
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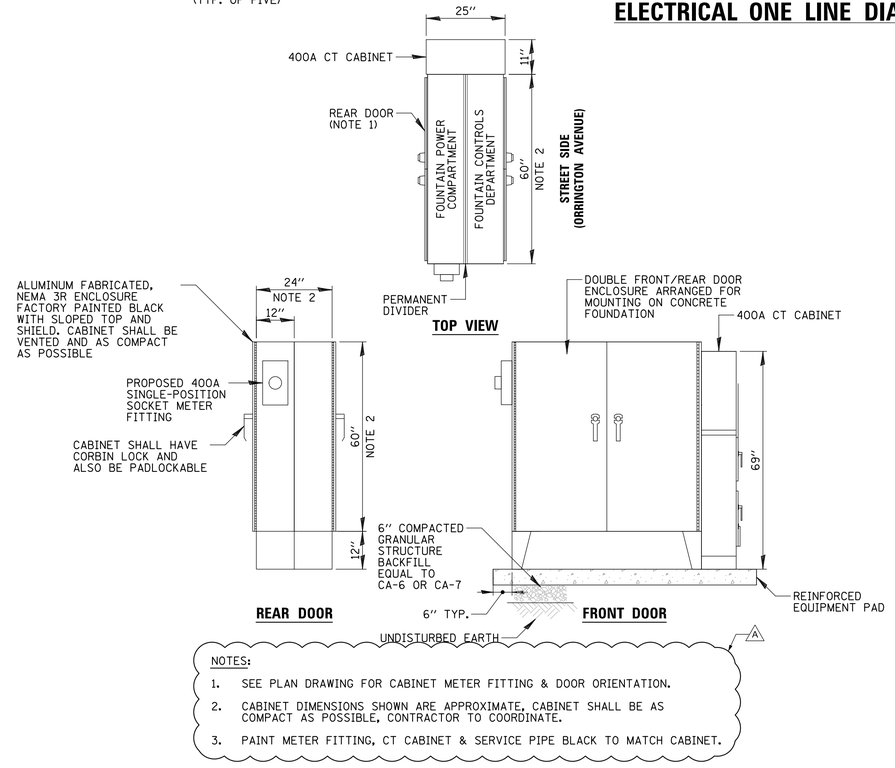
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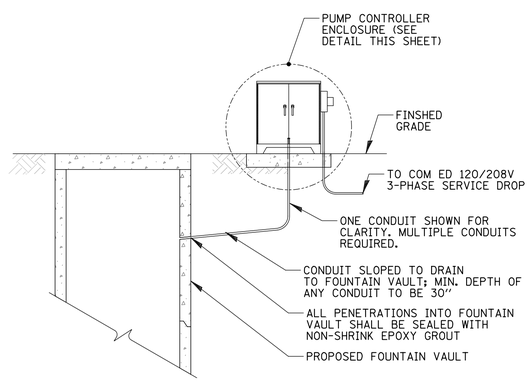
ELECTRICAL ONE LINE DIAGRAM



NOTES:

1. SEE PLAN DRAWING FOR CABINET METER FITTING & DOOR ORIENTATION.
2. CABINET DIMENSIONS SHOWN ARE APPROXIMATE, CABINET SHALL BE AS COMPACT AS POSSIBLE, CONTRACTOR TO COORDINATE.
3. PAINT METER FITTING, CT CABINET & SERVICE PIPE BLACK TO MATCH CABINET.

PUMP CONTROLLER ENCLOSURE
N.T.S.



TYPICAL SECTION VIEW THROUGH FOUNTAIN VAULT
N.T.S.

ELECTRICAL SYMBOLS

- (M) LOCAL UTILITY METER
- (HP) MOTOR W/ HP INDICATED
- (SP) SURGE PROTECTION
- [MS] MOTOR STARTER
- TRANSFORMER (POWER)
- INDICATING LIGHT (WITH COLOR INDICATED)
- NORMALLY OPEN CONTACTOR
- NORMALLY CLOSED CONTACTOR
- FUSED DISCONNECT
- MECHANICAL INTERLOCK
- FUSE
- SWITCH
- DISCONNECT DEVICE
- THERMAL MAGNETIC OVERLOAD DEVICE
- GROUND
- 100 (OR) M / 100 AF 15 AT — MOLDED CASE CIRCUIT BREAKER (UPPER NUMBER INDICATES FRAME SIZE) (LOWER NUMBER INDICATES TRIP SETTING) (M-INDICATES MOTOR CIRCUIT PROTECTED)

ELECTRICAL ABBREVIATIONS

FVNR - FULL VOLTAGE NON-REVERSING
SSRVMS - SOLID STATE REDUCED VOLTAGE MOTOR STARTER
VFD - VARIABLE REQUENCY DRIVE
ATS - AUTOMATIC TRANSFER SWITCH
MTS - MANUAL TRANSFER SWITCH
PC - PHOTOCELL
GND - GROUND
NEUT - NEUTRAL
HOA - HAND-OFF-AUTO SELECTOR SWITCH
ETM - ELAPSTED TIME METER
ATL - ACROSS THE LINE
PB - PUSH BUTTON
JB - JUNCTION BOX
GEN - GENERATOR
CB - CIRCUIT BREAKER
CT - CURRENT TRANSFORMER
IT - INSTANTANEOUS TRIP

ELECTRICAL NOTES

1. POWER/CONTROL CABLES FROM FOUNTAIN CONTROLLER ENCLOSURE, PUMP DISCONNECT SWITCH AND MOTOR BOX. CONTRACTOR TO COORDINATE. CABLE LENGTHS TO BE PROVIDED AS REQUIRED. CABLE LENGTHS SHALL BE CONTINUOUS AND UNSPLICED.
2. PROVIDE SEPARATE CONDUITS FOR CABLING AS NOTED.
3. COM ED METER SHALL BE FURNISHED & INSTALLED BY COM ED. CONTRACTOR SHALL INSTALL METER FITTING PER COM ED REQUIREMENTS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY/ALL NECESSARY COORDINATION FOR THE REQUIRED ELECTRICAL SERVICE.
5. EXACT LOCATION OF EMBEDDED AND/OR BURIED CONDUITS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR SUBJECT TO THE REVIEW OF THE OWNER'S REPRESENTATIVE. ACTUAL NUMBER OF CONDUITS SHALL BE AS REQUIRED.
6. TRIP RATINGS SHOWN OR SPECIFIED ARE FOR MOTOR HORSEPOWERS ANTICIPATED. SELECTED EQUIPMENT HORSEPOWER MAY BE LARGER OR SMALLER THAN INDICATED. CONTRACTOR SHALL PROVIDE THE NECESSARY TRIP RATINGS AS REQUIRED BY N.E.C. FOR THE ACTUAL EQUIPMENT PROVIDED.
7. EQUIPMENT PADS SHALL BE 6" ABOVE WITH FINISH GRADE.
8. GROUND RODS SHALL BE USED FOR GROUNDING: MINIMUM SIZE SHALL BE 5/8 INCH DIA., 10 FEET LONG. INSTALLATION AND GROUND RESISTANCE SHALL BE IN ACCORDANCE WITH SPECIFICATIONS AND MEET OWNER APPROVAL. SEE GROUNDING NOTES FOR ADDITIONAL DETAILS.
9. FOUNTAIN EQUIPMENT VAULT TO BE GROUNDED IN ACCORDANCE WITH NEC ARTICLE 250.
10. THE CONTRACTOR SHALL FURNISH AND INSTALL COMPLETE ALL ELECTRICAL DEVICES, CONDUIT AND WIRING AND CONTROLS AS REQUIRED FOR THE UNATTENDED AND AUTOMATIC OPERATION OF THE FOUNTAIN AND CONTROLS, AS SPECIFIED.
11. GFCI PROTECTION SHALL BE PROVIDED FOR ALL POWER RECEPTACLES.
12. RECORD DRAWINGS SHALL BE PROVIDED BY CONTRACTOR INCLUDING FIELD VERIFICATION BY THE CONTRACTOR.
13. INSTALLATION SHALL COMPLY WITH NATIONAL ELECTRICAL CODE REQUIREMENT FOR CLASS 1, DIVISION 1, GROUP D.
14. PROVIDE 3-PHASE POWER MONITOR (PMI MODEL #ST330-A0B0-C0A0-A0A, NO EXCEPTIONS) AS PART OF THE PUMP CONTROLLER TO DROP OUT PUMPS UPON LOSS OF ANY PHASE LEG FROM COM ED AND. PHASE MONITOR SHALL BE TIED INTO THE SCADA SYSTEM TO ALERT THE CITY OF POWER LOSS.
15. ALL WIRES SHALL BE TAGGED AT EVERY TERMINATION POINT USING OIL AND WATERPROOF TAGS WITH INDELIBLE MARKINGS. SHORT WIRE LENGTHS (LESS THAN 8") WHERE THE ENTIRE CONDUCTOR IS VISIBLE MAY BE TAGGED AT JUST ONE END. WIRE TAG NUMBERS SHALL BE AS INDICATED ON THE DRAWINGS.
16. DO NOT ROUTE ANY COMMUNICATION CABLES IN WIRE WAYS WITH 120V AC WIRING. ROUTE ALL THESE CABLES AWAY FROM 120V AC WIRING. WHERE 120V AC WIRING CONDUCTORS MUST BE CROSSED, DO SO AT RIGHT ANGLES AND PROVIDE AT LEAST 1" SEPARATION.
17. DUPLEX RECEPTACLES LOCATED IN UNDERGROUND STRUCTURES SHALL BE PROVIDED WITH LABEL TO INDICATE THAT THE RECEPTACLE IS "PROTECTED BY GFCI CIRCUIT BREAKER" IN THE FOUNTAIN CONTROLLER ENCLOSURE. THE LABEL SHALL CONSIST OF A PHENOLIC PLASTIC PLATE WITH BEVELED EDGES, A RED BACKGROUND AND WHITE LETTERING ENGRAVED.
18. ALL ELECTRICAL MATERIALS AND EQUIPMENT SHALL BE LISTED BY A NATIONALLY RECOGNIZED TESTING LABORATORY (NRTL) AND LABELED.
19. ALL ONSITE ELECTRODES (GROUND RODS, REINFORCEMENT & METAL PIPING IN ACCORDANCE W/ NEC) SHALL BE CONNECTED TOGETHER TO FORM A GROUNDING ELECTRODE SYSTEM.

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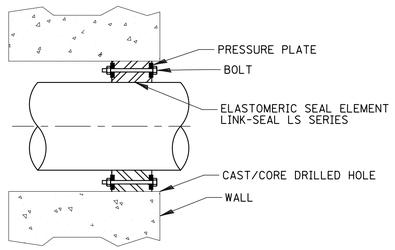
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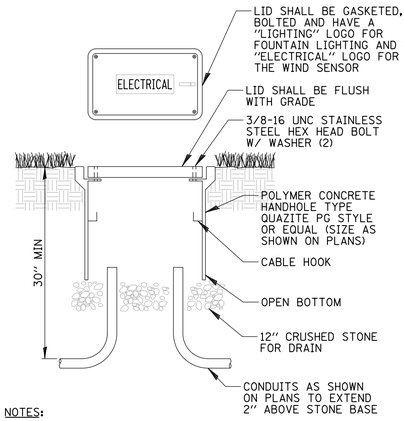
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CONDUIT / PLUMBING PIPING WALL PENETRATION

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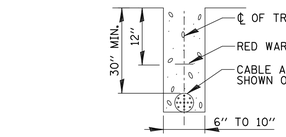


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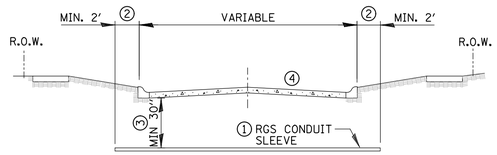
1. ALL SPLICES SHALL BE WATERPROOF (SEE SPLICING DETAIL).
2. POLYMER CONCRETE HANDHOLE AND LID SHALL BE GREEN IN LANDSCAPED AREAS AND MATCH COLOR IN CONCRETE/BRICK AREAS.
3. BOX & LID SHALL MEET/EXCEED ANSI TIER 15 LOADING REQUIREMENTS AND BE UL LISTED.

COMPOSITE CONCRETE HANDHOLE

N.T.S.



TRENCH CROSS SECTION

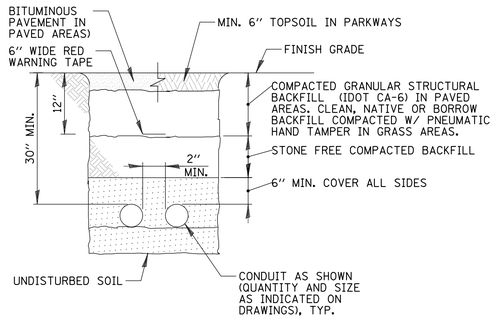


ROADWAY / PAVEMENT CROSSING

1. SLEEVE SHALL BE HEAVY WALL RIGID GALVANIZED STEEL (RGS) CONDUIT.
2. SLEEVE SHALL EXTEND A MINIMUM OF 2 FT. BEYOND BACK OF CURB.
3. SLEEVE SHALL BE A MINIMUM OF 30" BELOW ROADWAY OR CURB BOTTOM.
4. CONTRACTOR SHALL PERFORM EXPLORATORY POTHOLES IN PAVEMENT IN ACCORDANCE WITH THE SPECIAL PROVISIONS AND AS DIRECTED BY THE ENGINEER.

ELECTRIC CONDUIT INSTALLATION

N.T.S.



ELECTRICAL CONDUIT INSTALLATION

N.T.S.

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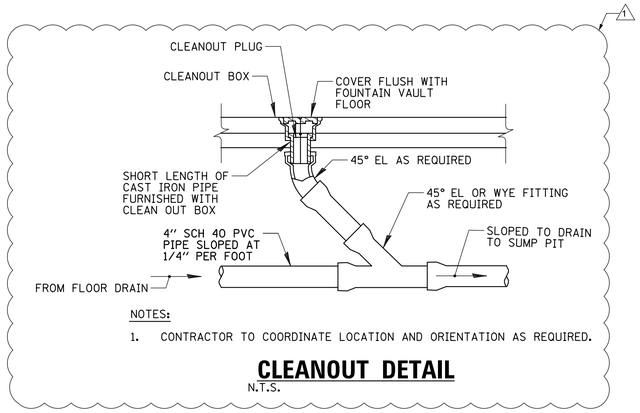
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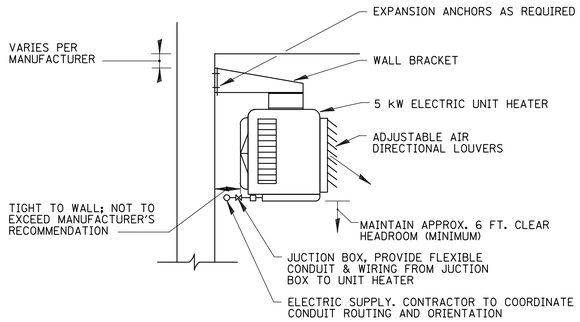
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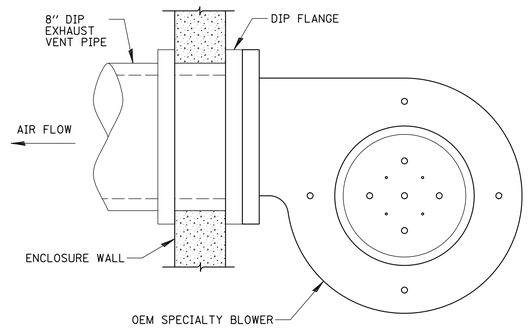
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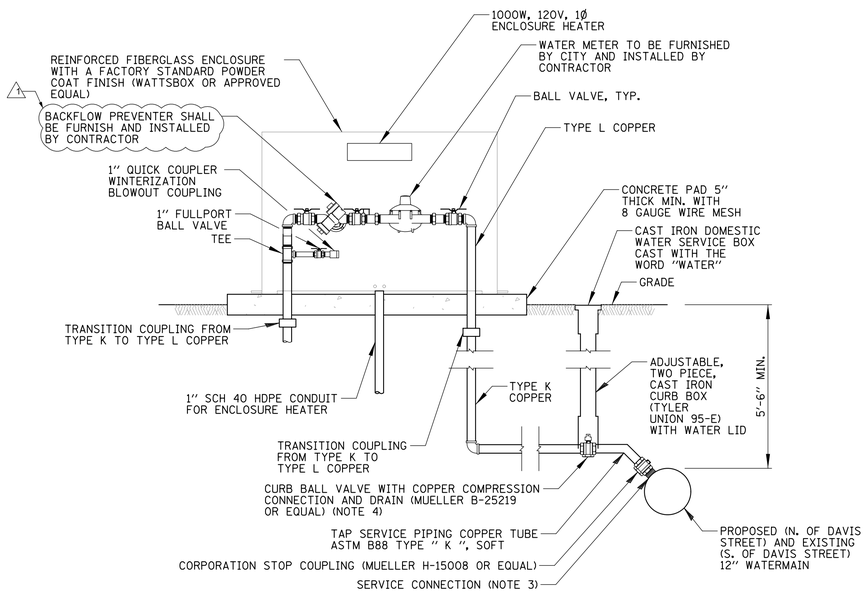
CLEANOUT DETAIL
N.T.S.



ELECTRIC UNIT HEATER
N.T.S.



EXHAUST BLOWER DETAIL
N.T.S.



ENCLOSURE	CURB STOP/ METER/ RPZ/ SERVICE PIPE SIZE	SIZE LXWXH (NOTE 5)	CONCRETE MOUNTING PAD SIZE LXW
ENC #1	2"	39"X13"X28"	50"X24"
ENC #2	(2) 1"	27"X26"X23"	36"X35"

NOTES:

1. EXACT LOCATION OF WATER SERVICES TO BE DETERMINED BY CONTRACTOR.
2. WATER SERVICE FITTINGS TO CONFORM TO OWNER'S STANDARDS.
3. FOR D.I. WATERMAINS, PROVIDE A DIRECT SERVICE CONNECTION. FOR TAPPING PVC AND HDPE WATERMAINS, PROVIDE A SINGLE BOLT, STAINLESS STEEL SERVICE SADDLE (SMITH BLAIR MODEL #371 OR EQUAL).
4. CURB STOP/CURB VALVE SHALL BE PROVIDED WITH DRAIN TO DRAIN WATER SERVICE LINE DURING WINTER MONTHS.
5. ENCLOSURE DIMENSIONS SHOWN ARE APPROXIMATE. ENCLOSURE SHALL BE AS COMPACT AS POSSIBLE. CONTRACTOR TO COORDINATE.

DOMESTIC WATER SERVICE PIPING DETAIL
N.T.S.

ECW - Wind Control Panel

Function:

The DEFO wind control panel is a microprocessor based sentry that accurately senses wind velocity and adjusts the fountain controls to enable the system to continue to operate even in less than perfect conditions.

Specification:

Control panel housing shall be plastic nema 4X rated. Wind anemometer shall have a plastic sensing head, rubber boot enclosure and copper and aluminium stem. Cable supplied shall be 300' (90 m) length.

Features:

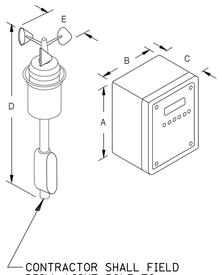
- LCD display
- adjustable wind speed set points
- multi mode operation
- dual sensor capability
- controls up to 4 relays
- memory backup

Electrical Rating:

Line Voltage 120V / 60Hz or 220/240V, 50Hz. lamp

Note:

Contact factory for detailed specification, installation and operation details.



CONTRACTOR SHALL FIELD DRILL LIGHT POLE TO MOUNT PROPOSED FOUNTAIN WIND SENSOR. LIGHT POLE SHALL BE PROVIDED WITH A THREADED HUB AND CONTRACTOR SHALL SEAL PENETRATION IN POLE WATERTIGHT WITH SILICONE SEALANT. THE WIND SENSOR SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.

Dimensions

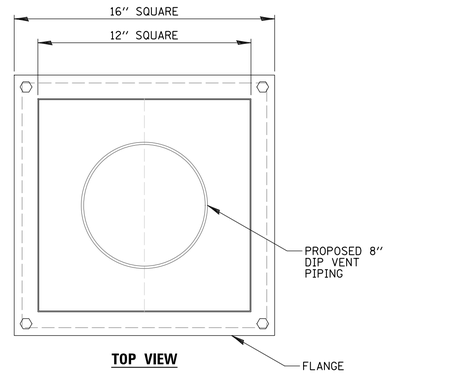
DEFO no.	a dim.	b dim.	c dim.	d dim.	e dim.
ECW-100	6½"	8"	5"	13¼"	6"

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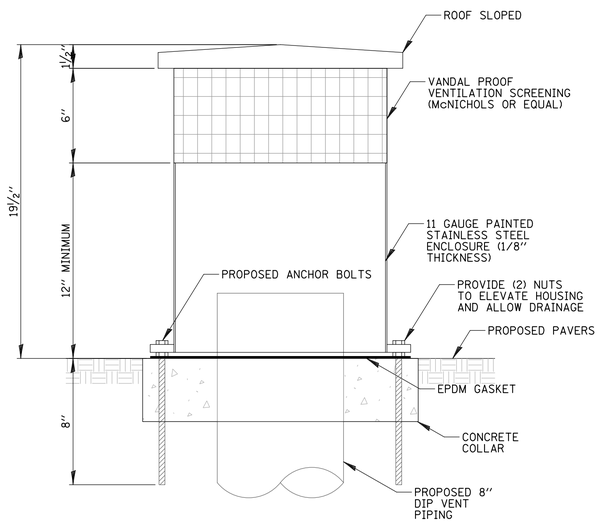
www.crystalfountains.com
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TEL (905) 660-6674 FAX (905) 660-6916

WIND CONTROL UNIT | ECW

WIND SENSOR DETAIL
N.T.S.



TOP VIEW



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GENERAL NOTES

1. THE BUILDING CODE APPLICABLE TO THIS PROJECT IS THE INTERNATIONAL BUILDING CODE (IBC) 2012.

2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, ADOPTED APRIL 2016.

3. ALL DETAILS AND SECTIONS SHOWN ON THE DRAWINGS ARE TYPICAL AND SHALL BE USED WHEREVER A SIMILAR CONDITION OCCURS UNLESS NOTED OTHERWISE.

4. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS AS IT RELATES TO NEW CONSTRUCTION. CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER.

5. THE STABILITY AND STRENGTH OF THE COMPLETED STRUCTURE DEPENDS UPON THE INTERACTION OF VARIOUS CONNECTED PARTS. CONTRACTOR SHALL PROVIDE TEMPORARY BRACING AND/OR SHORING AS NECESSARY TO COMPLETE THE WORK.

6. DESIGN LOADS:
   EARTH LOAD:
   LATERAL EARTH PRESSURE
   EQUIVALENT FLUID PRESSURE (SATURATED-ACTIVE).....125 PSF

   VEHICLE LOAD:.....AASHTO H10 (FRAMING AND CONNECTIONS)
   .....1,000 LB. WHEEL LOAD GRATING
   PEDESTRIAN LOAD.....100 PSF

7. NO PLANS SHALL BE USED FOR CONSTRUCTION UNLESS SPECIFICALLY MARKED “ISSUED FOR CONSTRUCTION.”

8. THE CONTRACTOR IS RESPONSIBLE FOR DESIGN, INSTALLATION AND REMOVAL OF ALL EXCAVATION SUPPORT SYSTEMS.

SOIL BORINGS

1. FOR BORING LOGS AND FOUNDATION REPORT SEE THE GEOTECHNICAL REPORT BY GSG CONSULTANTS, INC., DATED SEPTEMBER 13, 2016.

2. MINIMUM REQUIRED NET ALLOWABLE BEARING CAPACITY ON SOIL IS 3500 PSF. THE CONTRACTOR SHALL BE RESPONSIBLE TO HAVE A GEOTECHNICAL ENGINEER FIELD VERIFY THE BEARING CAPACITY.

EXCAVATION AND BACKFILLING

1. WHERE FOUNDATION IS OVER EXCAVATED AND FOR NEW BEDDING MATERIAL PLACED BENEATH PROPOSED FOUNDATIONS, REMOVE ALL DISTURBED FOUNDATION SOIL AND REPLACE WITH COMPACTED POROUS GRANULAR BACKFILL. BACKFILL SHALL BE PLACED IN MAXIMUM 8” LIFTS AND COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY AASHTO T 99, STANDARD PROCTOR METHOD.

2. TANK MAY FLOAT IF WATER ENTERS THE OPEN EXCAVATION. PROVIDE A TEMPORARY DEWATERING SYSTEM WHERE NECESSARY TO ELIMINATE WATER FROM ALL EXCAVATED AREAS. THE SYSTEM SHALL BE COMPATIBLE WITH THE SIZE OF THE EXCAVATION AS WELL AS THE DEPTH BELOW THE NORMAL GROUND WATER TABLE. THE DEWATERING SYSTEM SHALL BE KEPT IN OPERATION UNTIL THE FOUNDATIONS ARE CAST AND CONCRETE WALLS ARE POURED ABOVE THE GROUND WATER TABLE ELEVATION AND THE MAXIMUM WEIGHT OF WATER DISPLACED BY THE STRUCTURE IS LESS THAN 90 PERCENT OF THE UPLIFT RESISTING CAPACITY CONSISTING OF DEAD WEIGHT OF THE STRUCTURE AND BACKFILL.

3. BACKFILL SIMULTANEOUSLY ON OPPOSITE SIDES OF EACH STRUCTURE IN EVEN LAYERS WITH COMPACTED GRANULAR MATERIAL (2’-0” WIDE).

METALS

1. CONTRACTOR SHALL PROVIDE MATERIALS WITH SMOOTH, FLAT SURFACES UNLESS OTHERWISE INDICATED. FOR METAL FABRICATIONS EXPOSED TO VIEW IN THE COMPLETED WORK, PROVIDE MATERIALS WITHOUT SEAM MARKS, ROLLER MARKS, ROLLED TRADE NAMES, OR BLEMISHES.

2. ALL STEEL MEMBERS INDICATED ON THE PLANS SHALL BE STAINLESS STEEL AND CONFORM TO EITHER ASTM A 240/A 240M OR ASTM A 666, TYPE 304 FOR STAINLESS-STEEL SHEET, STRIP, AND PLATE OR ASTM A 276, TYPE 304 STAINLESS-STEEL BARS AND SHAPES.

   TOTAL ESTIMATED WEIGHT OF STRUCTURAL STEEL = 3,900 LBS.

3. ALL WELDING FOR STAINLESS STEEL COMPONENTS SHALL BE ACCORDING TO AWS D1.6/D1.6M, "STRUCTURAL WELDING CODE - STAINLESS STEEL."

4. UNLESS OTHERWISE INDICATED, PROVIDE TYPE 304 STAINLESS-STEEL FASTENERS WITH STAINLESS-STEEL BOLTS AND NUTS: REGULAR HEXAGON-HEAD ANNEALED STAINLESS-STEEL BOLTS, ASTM F 593 WITH HEX NUTS, ASTM F 594. POST INSTALLED ANCHORS SHALL ALSO BE STAINLESS STEEL.

5. GRATING SHALL BE 1 1/8” THICK TYPE 304 STAINLESS STEEL MODEL KD98 BY KADEE INDUSTRIES, INC. (OR APPROVED EQUAL) AND INCLUDED IN THE COST OF FURNISHING AND ERECTING STRUCTURAL STEEL.

6. SHOP DRAWINGS FOR ANY STRUCTURAL STEEL MUST BE SUBMITTED BY THE CONTRACTOR TO THE ENGINEER FOR APPROVAL PRIOR TO FABRICATION.

CAST-IN-PLACE CONCRETE

1. CONCRETE WORK ON THIS PROJECT SHALL CONFORM TO ALL REQUIREMENTS OF ACI 301, STANDARD SPECIFICATIONS FOR STRUCTURAL CONCRETE, AND ACI 318 BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE PUBLISHED BY THE AMERICAN CONCRETE INSTITUTE (ACI), DETROIT, MICHIGAN, EXCEPT AS MODIFIED BY THE REQUIREMENTS OF THESE CONTRACT DOCUMENTS.

2. ALL CONCRETE SHALL BE PROVIDED WITH A MINIMUM ULTIMATE COMPRESSIVE STRENGTH AT 28 DAYS f'c = 4000 PSI

3. ALL EXTERIOR CONCRETE, BUILDING FOUNDATIONS AND CONCRETE SUBJECT TO FREEZE-THAW SHALL HAVE 4% TO 7% AIR CONTENT BY VOLUME MEASURED IN ACCORDANCE WITH ASTM C231. AIR ENTRAINING ADMIXTURES SHALL CONFORM TO ASTM C260. THE SLUMP SHALL NOT EXCEED 4 INCHES MEASURED IN ACCORDANCE WITH ASTM C143.

4. REINFORCING STEEL SHALL CONFORM TO ASTM A-615 GRADE 60.

5. SUBMIT SHOP DRAWINGS OF THE REINFORCEMENT BARS PREPARED IN ACCORDANCE WITH ACI 315, DETAILS AND DETAILING OF CONCRETE REINFORCEMENT.

6. FOR ALL EXPOSED CONCRETE PROVIDE CLASS 1 (PLASTIC PROTECTED) BAR SUPPORTS AND SPACERS IN ACCORDANCE WITH THE ACI 315 DETAILING MANUAL.

7. EXTEND ALL SLAB REINFORCEMENT INTO THE SUPPORT IN ACCORDANCE WITH ACI CODE. IF SUCH EXTENSIONS ARE NOT OBTAINABLE, THE BAR SHALL TERMINATE WITH STANDARD HOOK.

8. WELDING OF REINFORCING BARS SHALL NOT BE PERMITTED.

9. NO CALCIUM CHLORIDE SHALL BE USED IN CONCRETE.

10. DUSTING WITH ANY MATERIAL TO ABSORB SURFACE WATER IS PROHIBITED.

11. CURING PROCEDURES IN ACCORDANCE WITH ACI 301 SHALL CONTINUE FOR A PERIOD OF AT LEAST 7 DAYS.

12. DO NOT MIX SALT, CHEMICALS OR OTHER FOREIGN MATERIALS WITH THE CONCRETE TO PREVENT FREEZING. MAINTAIN THE TEMPERATURE OF THE CONCRETE ABOVE 50 DEGREES FAHRENHEIT FOR FIVE DAYS AFTER PLACEMENT.

13. UNLESS SHOWN OTHERWISE ON PLANS, COVER FOR REINFORCEMENT FOR CAST-IN-PLACE CONCRETE SHALL BE AS FOLLOWS:

	MINIMUM COVER, INCHES
CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH AND ALL SLABS	3
CONCRETE EXPOSED TO EARTH OR WEATHER:	
NO. 6 THROUGH NO. 18 BARS	2
NO. 5 BAR, W31 OR D31 WIRE, AND SMALLER	1 1/2
CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND:	
SLABS, WALLS, JOISTS	3/4
BEAMS, COLUMNS: PRIMARY REINFORCEMENT, TIES, STIRRUPS, SPIRALS	2

14. UNLESS SHOWN OTHERWISE ON PLANS, LAP SPLICES OF UNCOATED REINFORCEMENT BARS SHALL BE AS FOLLOWS:

	LAP LENGTH - INCHES (SMALLER BAR)*								
BAR SIZE	#3	#4	#5	#6	#7	#8	#9	#10	#11
HORIZONTAL BARS SO PLACED THAT MORE THAN 12 INCHES OF CONCRETE WILL BE CAST BELOW THE BARS	24	32	40	48	70	80	91	102	113
HORIZONTAL BARS SO PLACED THAT LESS THAN 12 INCHES OF CONCRETE WILL BE CAST BELOW THE BARS	19	25	31	37	54	62	70	79	87
VERTICAL BARS	19	25	31	37	54	62	70	79	87

* LAP LENGTHS ARE CALCULATED FOR UNCOATED BARS IN ACCORDANCE WITH ACI 318, CLASS B SPLICES AND f'c = 4000 PSI. MINIMUM CLEAR SPACING BETWEEN BARS IS TWO BAR DIAMETERS AND MINIMUM COVER IS ONE BAR DIAMETER. FOR OTHER CONDITIONS, CALCULATE SPLICES IN ACCORDANCE WITH ACI 318 CLASS B SPLICES REQUIRED UNLESS NOTED OTHERWISE.

15. PROVIDE WATERSTOP AT ALL CONSTRUCTION JOINTS IN WALLS AND SLABS LISTED BELOW:

   A. ALL STRUCTURAL SLABS BELOW GRADE.
   B. WALLS SEPARATING DRY WORKING AREA FROM EARTH OR WATER.
   C. ALL EXTERIOR WALLS OF WATER RETAINING OR FLOOD PROTECTION STRUCTURES.

16. UNLESS SHOWN OTHERWISE, CHAMFER ALL EXPOSED EDGES OF CONCRETE 3/4 INCH.

17. OBTAIN CITY WRITTEN APPROVAL FOR ANY ADDITIONAL OR RELOCATED CONSTRUCTION JOINTS OTHER THAN THOSE SHOWN ON DRAWINGS.

18. CONCRETE SLABS SHALL BE POURED MONOLITHICALLY SO THAT NO HORIZONTAL CONSTRUCTION JOINTS ARE PROVIDED, UNLESS OTHERWISE NOTED ON DRAWINGS.

19. SEE MECHANICAL, ELECTRICAL, ARCHITECTURAL, AND PIPING DRAWINGS AND EQUIPMENT MANUFACTURER'S SHOP DRAWINGS FOR LOCATION OF SLEEVES, HOLES, OPENINGS, RECESSES IN SLABS AND WALLS, CASTINGS, ANCHOR BOLTS, ETC.

20. SEE DRAWING S-2 FOR TYPICAL ADDITIONAL REINFORCEMENT AT ALL OPENINGS EXCEPT AS OTHERWISE SHOWN ON PLANS.

21. PROVIDE CONTROL JOINTS IN ALL NON STRUCTURAL SLABS ON GRADE. SEE SPECIFICATIONS.

22. FORM TIES SHALL BE A WATERSEALING SNAP IN TYPE.

23. HATCHES FOR FOUNTAIN SHALL BE BY USF FABRICATION MODEL AHS 24 X 24 (OR APPROVED EQUAL) AND INCLUDED IN THE COST OF CONCRETE STRUCTURES (SPECIAL).

24. HATCH FOR EQUIPTMENT ROOM SHALL BE BY USF FABRICATION MODEL AHS 36 X 36 (OR APPROVED EQUAL). THIS HATCH AND SLEEVES FOR PIPE PENETRATIONS ARE INCLUDE IN THE COST OF CONCRETE STRUCTURES (SPECIAL).

25. STRUCTURAL CONCRETE FOR FOUNTAIN SHALL INCLUDE XYPEX ADMIX C-500. ADMIXTURE SHALL BE ADDED AT THE PLANT AT THE APPROPRIATE DOSAGE RATE DETERMINED BY THE MANUFACTURER. PRIOR TO POURING, THE MIX DESIGN AND DOSAGE RATES MUST BE REVIEWED AND APPROVED BY THE ENGINEER. ALL MANUFACTURER REQUIREMENTS AND SPECIFICATIONS SHALL BE MET FOR THIS PRODUCT.

26. SEE SPECIFICATIONS FOR MORTAR AND GROUT TYPES. THIS MATERIAL AND WORK IS INCLUDED IN THE COST OF PAVING, GRANITE

WATERSTOP

1. WATERSTOP SHALL BE NONMETALLIC POLYVINYL CHLORIDE (PVC) AND SHALL BE DENSE, HOMOGENEOUS AND UNIFORM. HOLES AND IMPERFECTIONS SHALL BE CAUSE FOR REJECTION.

2. WATERSTOPS FOR VERTICAL CONSTRUCTION JOINTS SHALL BE 6 INCH BY 3/16 INCH MINIMUM SPLIT WATERSTOP OR 6 INCH BY 3/16 INCH MINIMUM WITH HOLLOW CENTER BULB. MULTIPLE RIB TYPE OF WATERSTOP IS REQUIRED. WHERE SIZE AND TYPE OF WATERSTOP ARE NOT INDICATED, 6 INCH BY 3/16 INCH MINIMUM WITH HOLLOW CENTER BULB SHALL BE USED. BENTONITE WATER STOPS MAY BE USED AT HORIZONTAL JOINTS.

3. PROVIDE PREFABRICATED TEES, CROSSES, AND OTHER CONFIGURATIONS AS REQUIRED FOR ALL INTERSECTIONS OF WATERSTOP.

4. WATERSTOPS ARE INCLUDED IN THE COST OF CONCRETE STRUCTURES (SPECIAL).

CONSTRUCTION

1. DO NOT SCALE DIMENSIONS FOR CONSTRUCTION. SCALE, IF SHOWN, APPLIES ONLY TO FULL SIZE DRAWINGS (22”x34”, ANSI D SIZE PAPER).

2. ANY INFORMATION CONCERNING TYPE OR LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO THE TYPE AND LOCATION OF THE UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. CONTRACTOR SHALL CALL J.U.L.I.E. PRIOR TO EXCAVATION.

3. SHOP WORKING OR LAYOUT DRAWINGS PERTAINING TO THE CONSTRUCTION OF THE WORK, SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO THE START OF CONSTRUCTION.

4. UPON COMPLETION, THE CONTRACTOR SHALL COLLECT AND REMOVE ALL CONSTRUCTION DEBRIS AND EXCESS MATERIAL FROM THE SITE. DAMAGED TREES, SHRUBS, AND OTHER LANDSCAPE FEATURES RESULTING FROM CONSTRUCTION ACTIVITIES SHALL BE REPLACED OR REPAIRED.

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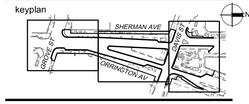
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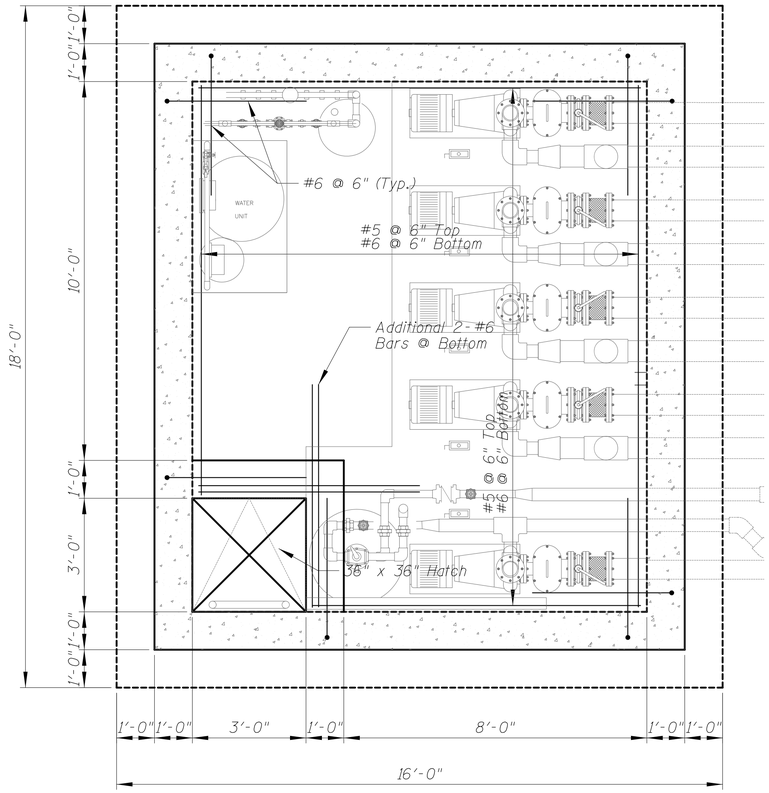
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Structural General Notes

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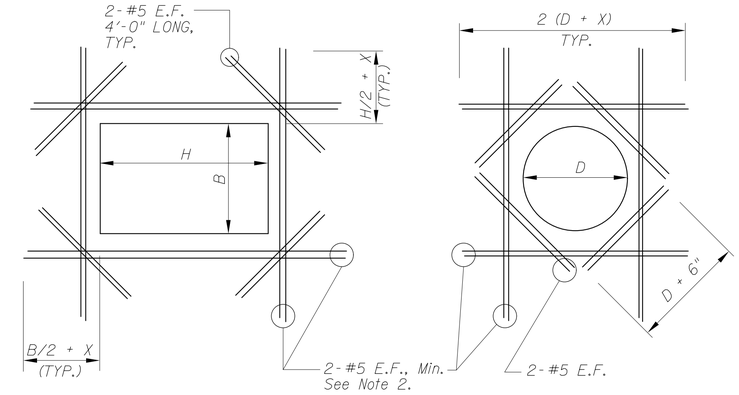
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TOP SLAB REINFORCEMENT

TABLE "A"

BAR SIZE	#3	#4	#5	#6	#7	#8	#9	#10	#11
X-INCHES	12	12	15	18	24	30	38	48	59
Y-INCHES	6	8	10	12	14	16	19	22	24



RECTANGULAR OPENING

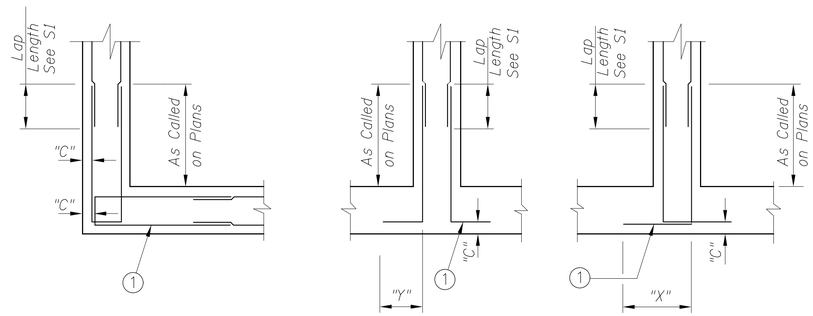
CIRCULAR OPENING

NOTES:

1. These opening details apply when B, H or D exceed 12" or the thickness of wall or slab, whichever is less.
2. The area of additional reinforcing required in each face of each side of an opening shall equal or exceed one-half of the area of the intercepted bars in each face, in each direction, respectively. (unless otherwise shown).
3. The added bars shall be placed in the same layers as the wall or slab reinforcing (i.e. all the bars in each face shall be within two layers except the diagonal bars.)
4. For "X" dimension See Table "A" this drawing.

ADDITIONAL REINFORCEMENT DETAILS AROUND OPENINGS

(UNLESS OTHERWISE SHOWN ON PLANS)



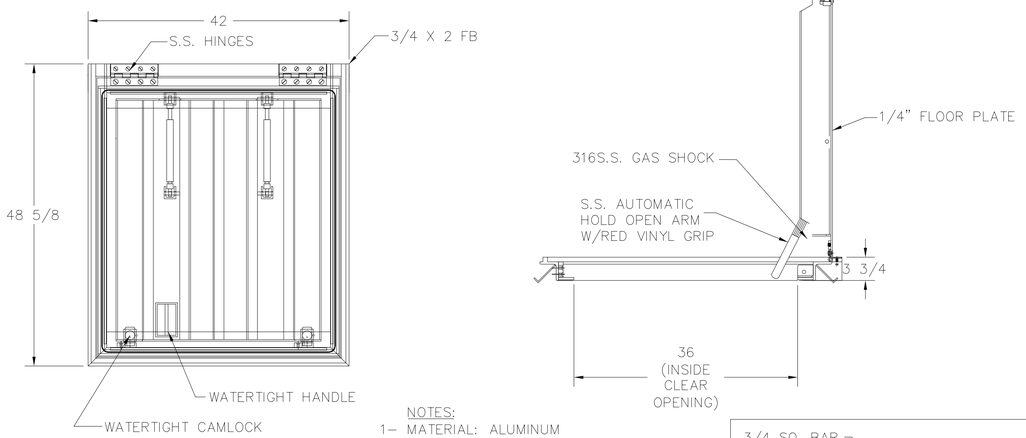
CORNER (PLAN VIEW)

INTERSECTING WALLS OR WALL ON SLAB

CORNER AND INTERSECTION REINFORCEMENT DETAILS

(1) Same Size and Spacing as Main Reinforcing Unless Otherwise Shown on Drawings

"C" = Cover Listed in the Structural General Notes on S1



NOTES:

1- MATERIAL: ALUMINUM
2- LOADING: DESIGNED FOR OFF STREET LOCATIONS WHICH MAY OCCASIONALLY RECEIVE H-20 WHEEL LOADS. (CAPABLE OF HOLDING UP TO 25 FEET HEAD OF WATER)
3- 316 STAINLESS STEEL BOLTS & NUTS
4- APPROX. HATCH WEIGHT: 204 LBS.
5- AREA OF FRAME IN CONTACT WITH CONCRETE TO BE PAINTED WITH BITUMINOUS COATING
6- HATCH SHALL BE MODEL AHS 36X36 BY USF FABRICATION. COST INCLUDED WITH CONCRETE STRUCTURES

ACCESS HATCH DETAILS

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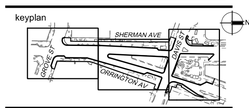
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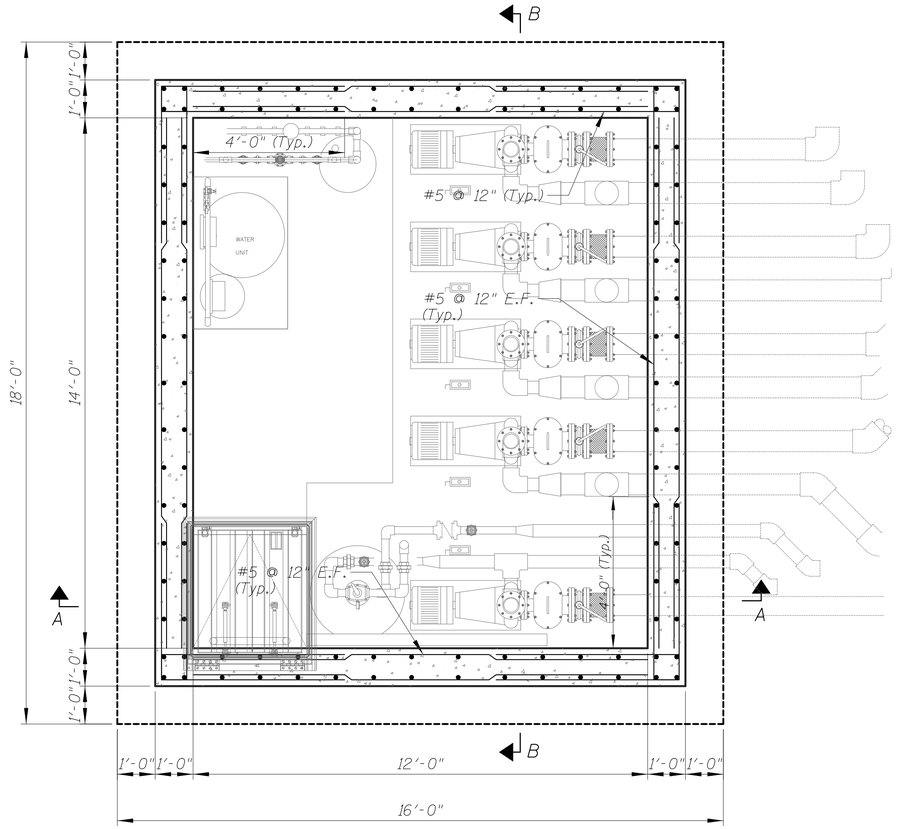


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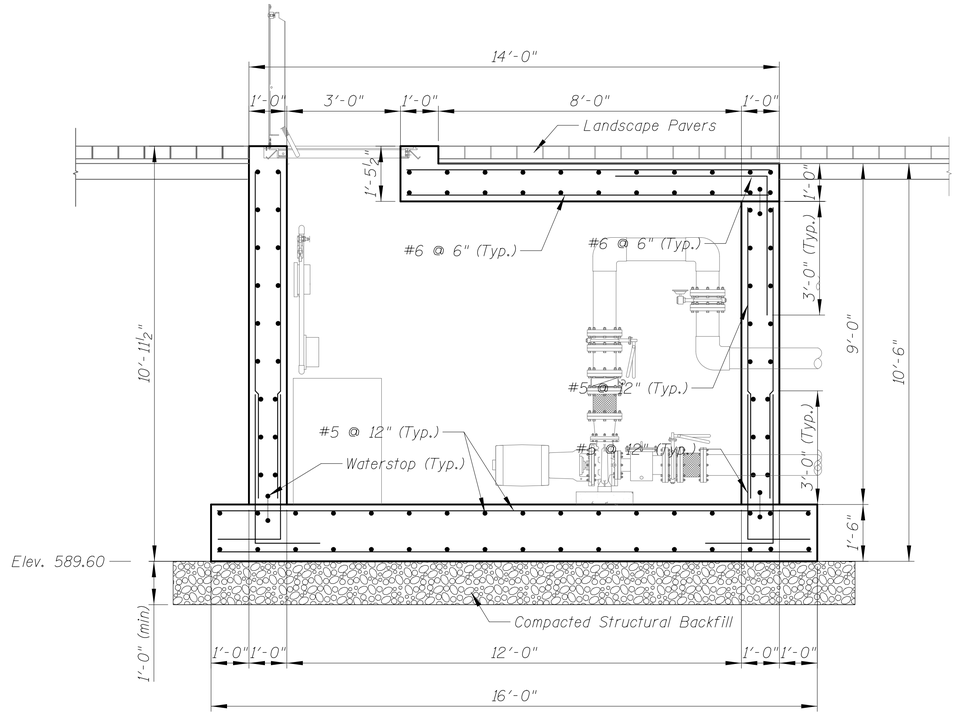
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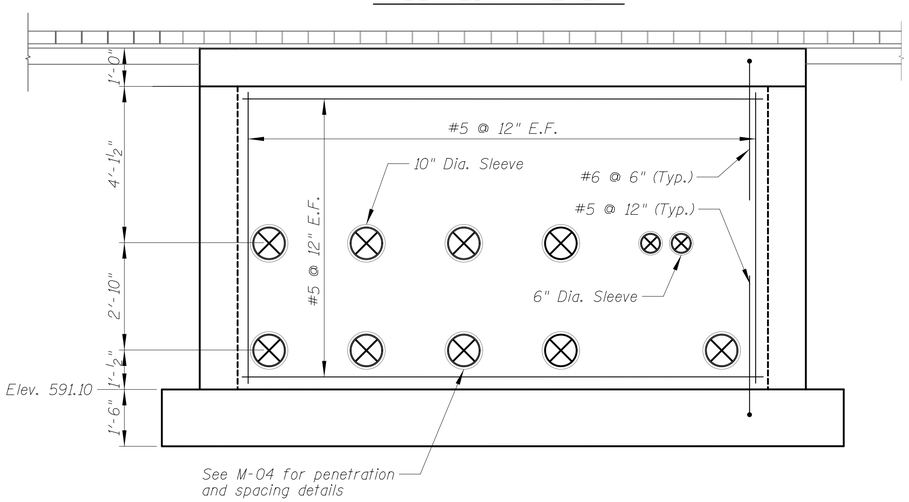
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WALL REINFORCEMENT

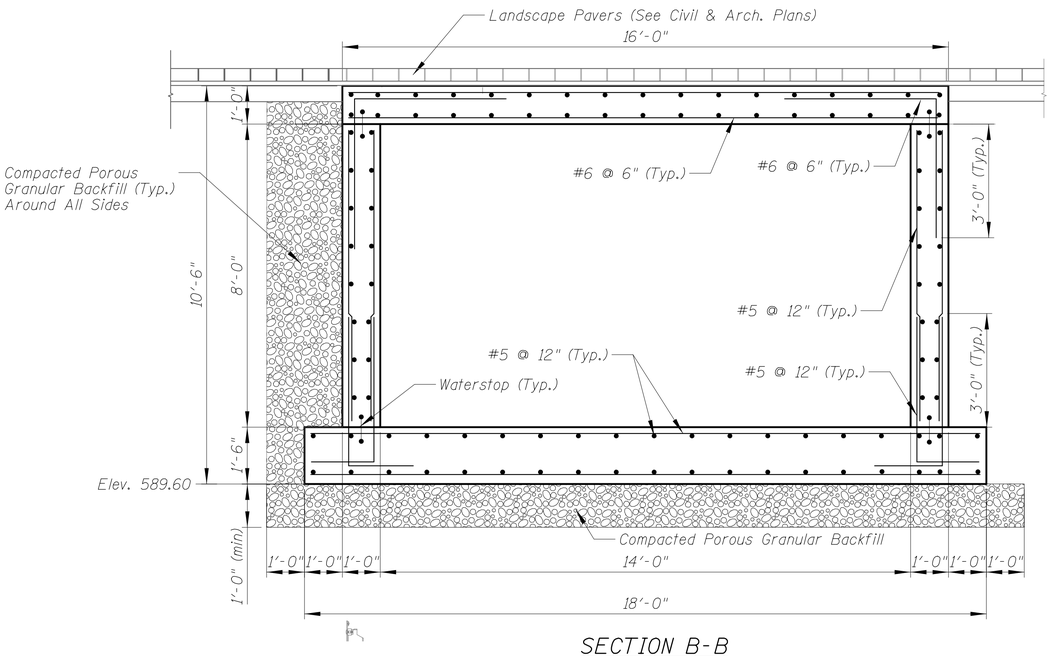


SECTION A-A



NORTH ELEVATION

Exact locations of penetrations shall be determined by the Contractor in the field.



SECTION B-B

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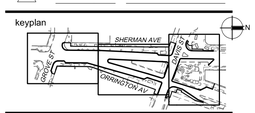
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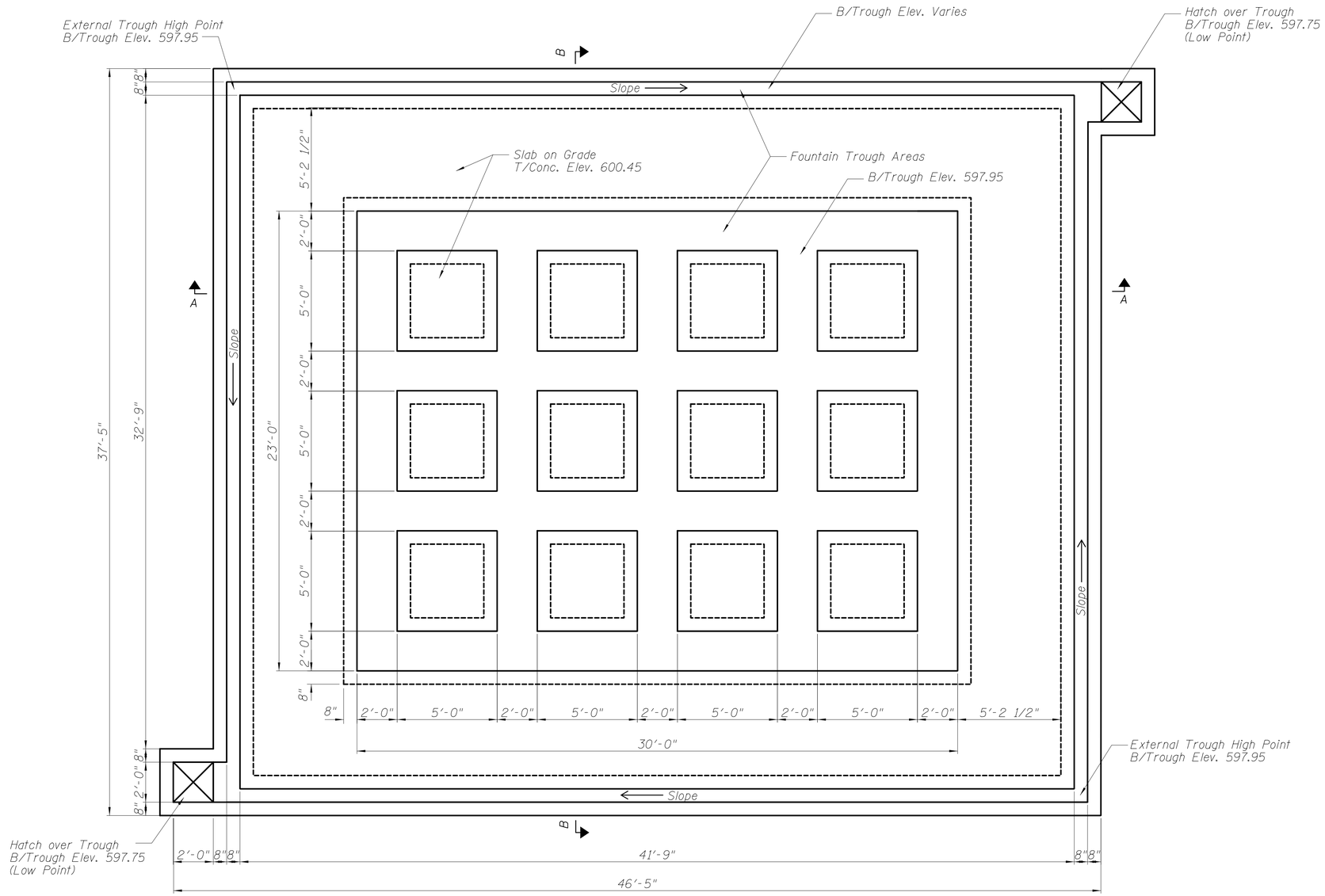
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SHERMAN AVE
GRANGE RD
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FOUNTAIN FOUNDATION - PLAN VIEW

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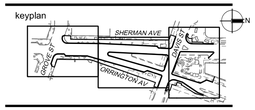
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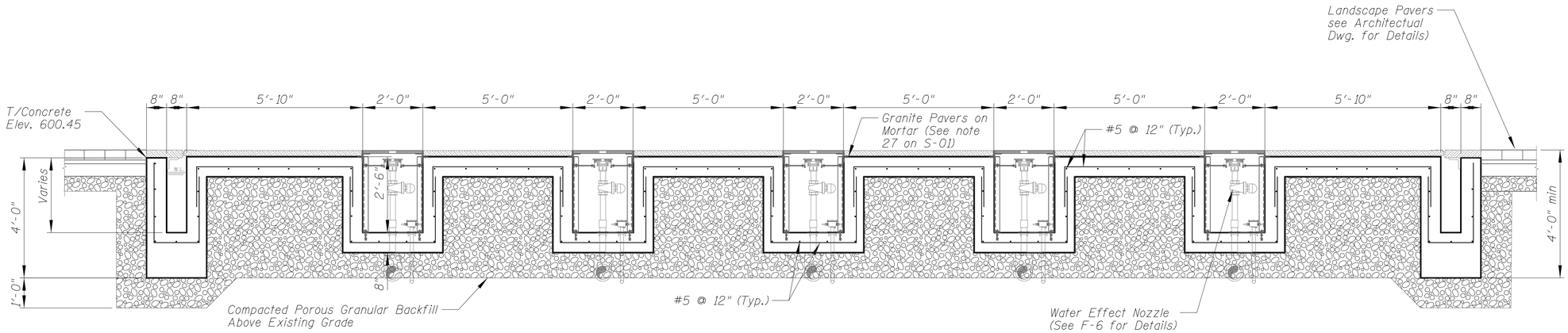


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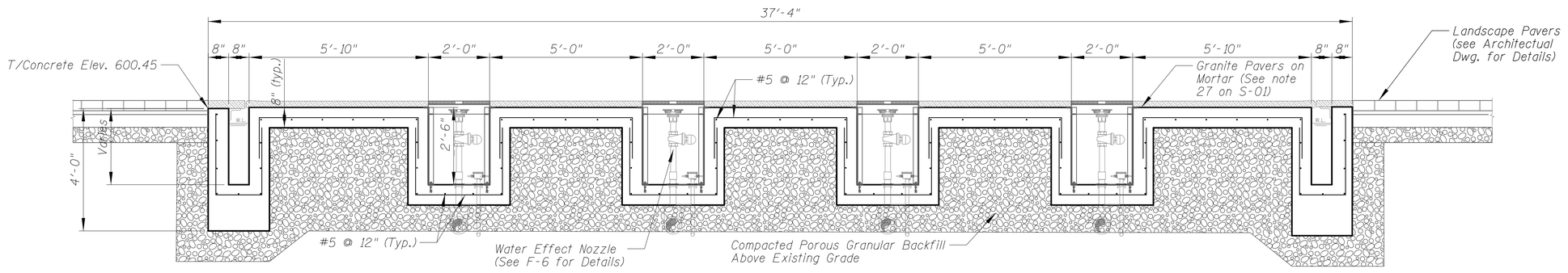
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Fountain Foundation Plan

sheet number
S-04



SECTION A-A



SECTION B-B

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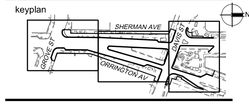
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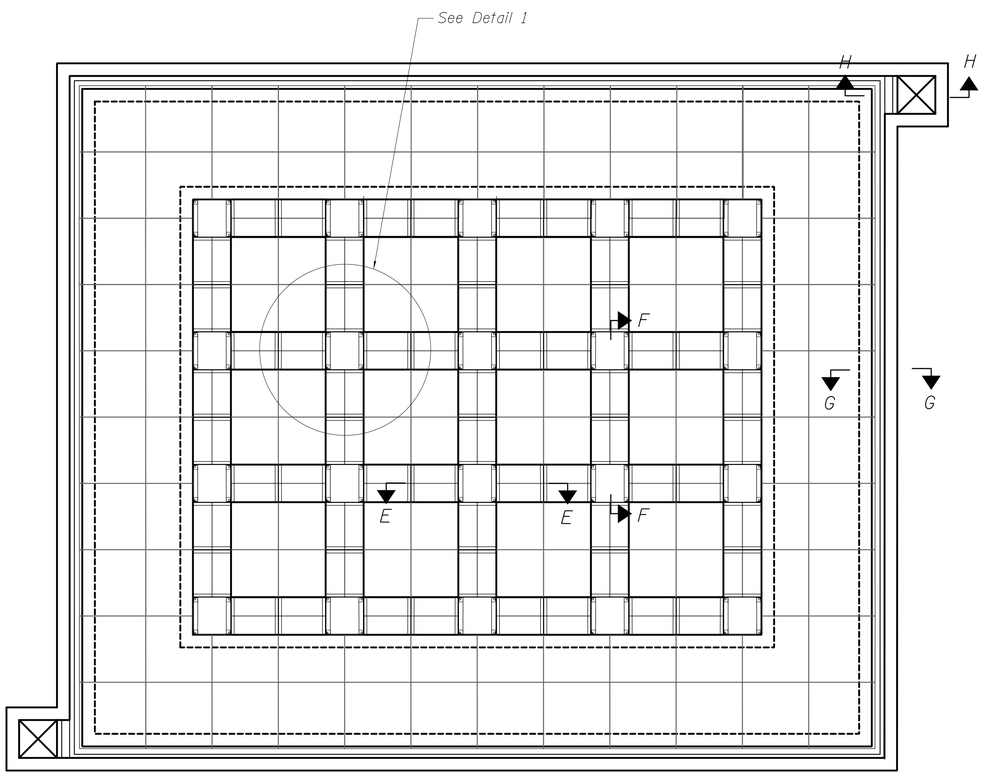
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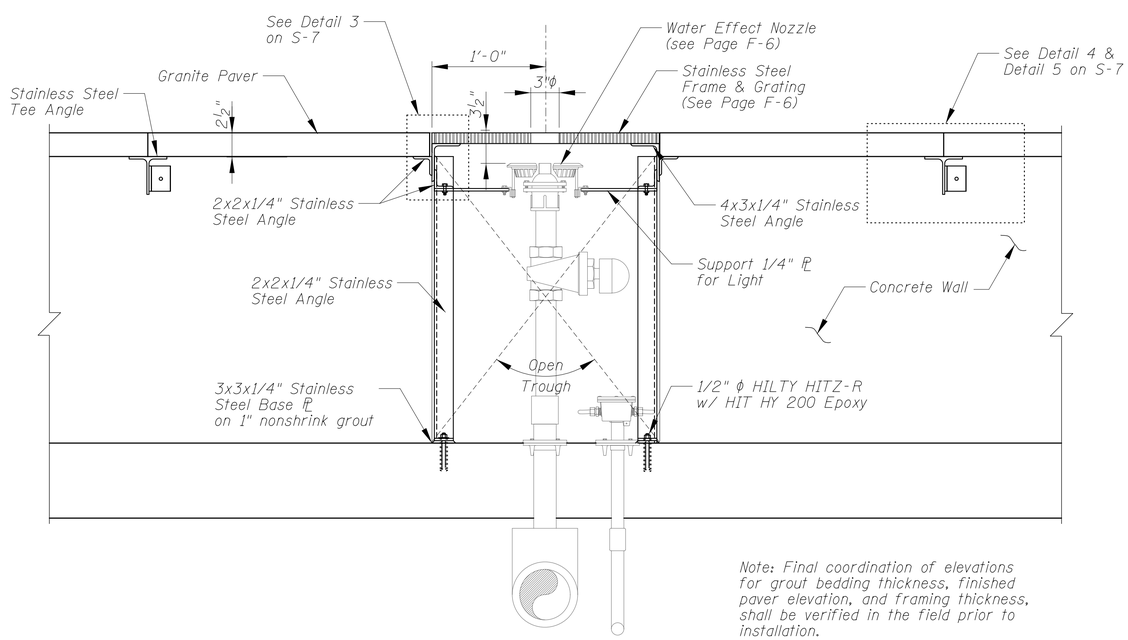
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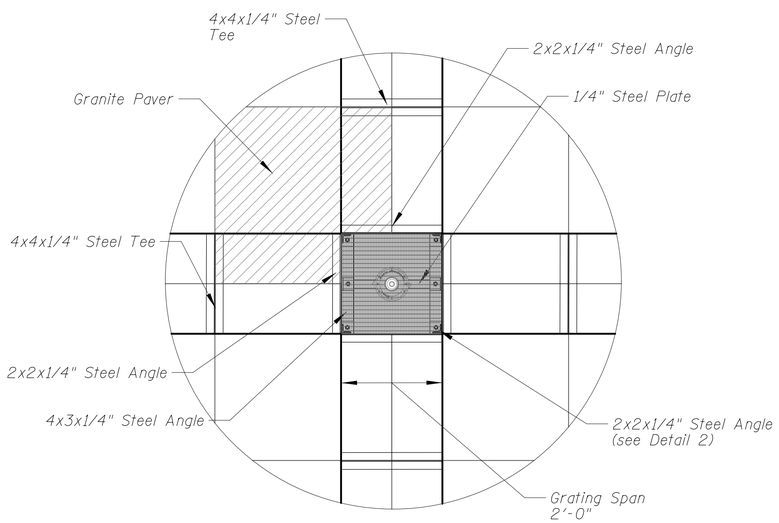


FOUNTAIN STRUCTURAL STEEL - PLAN VIEW

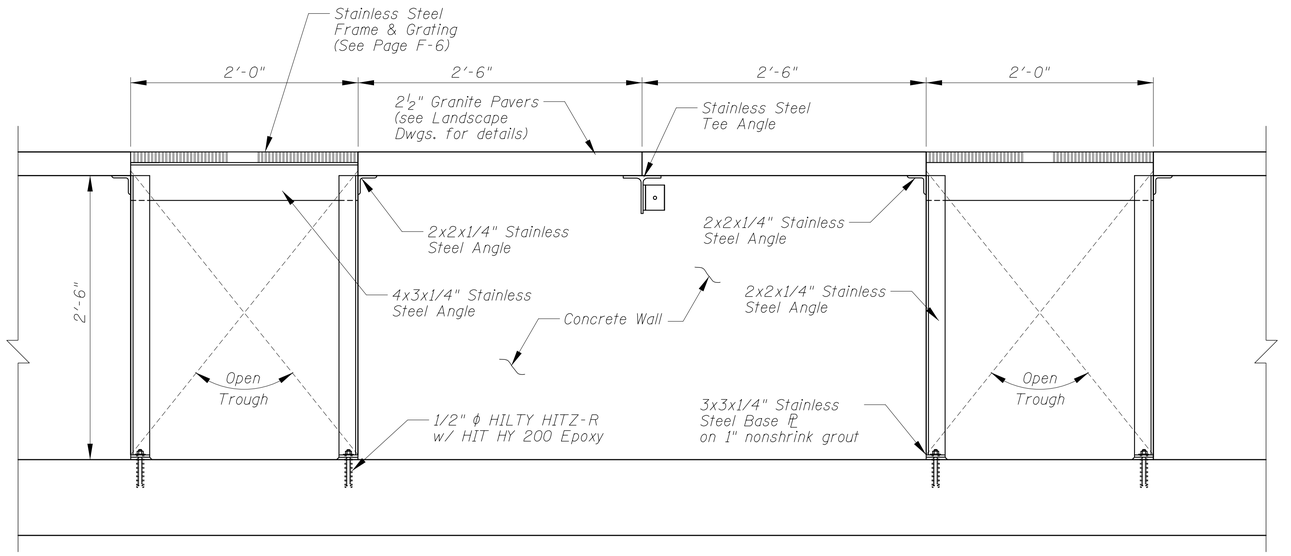


Note: Final coordination of elevations for grout bedding thickness, finished paver elevation, and framing thickness, shall be verified in the field prior to installation.

SECTION E-E



DETAIL 1



SECTION F-F

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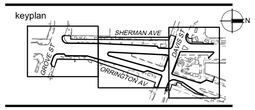
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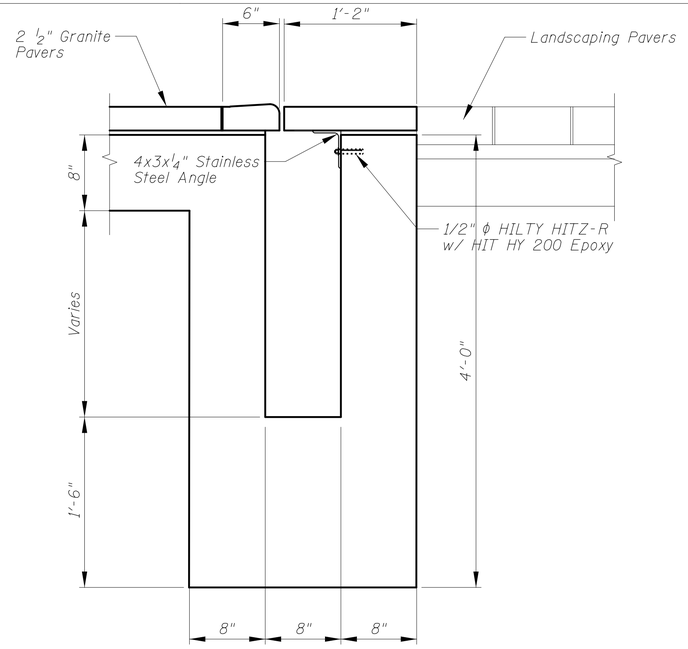
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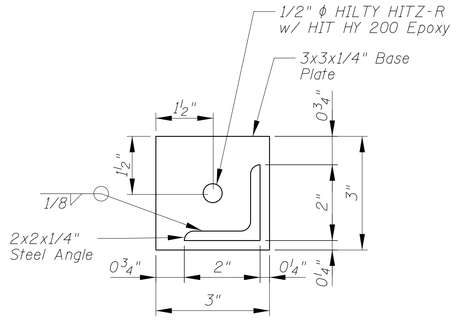
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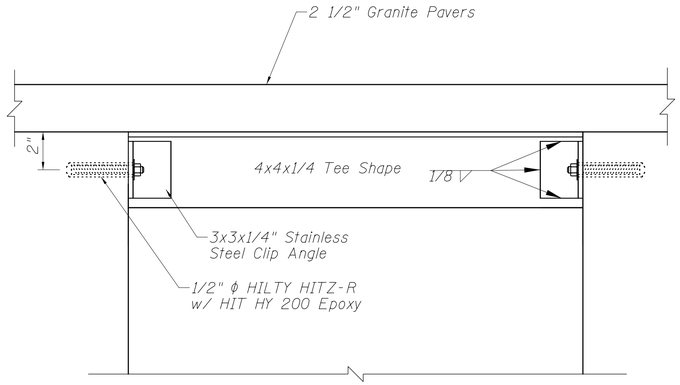
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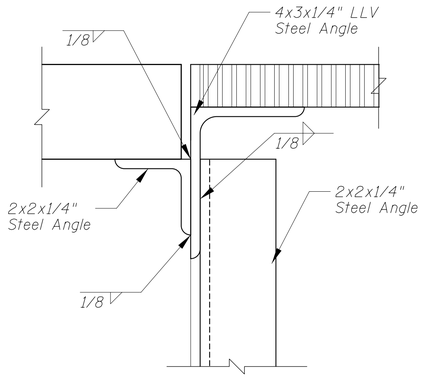
SECTION G-G



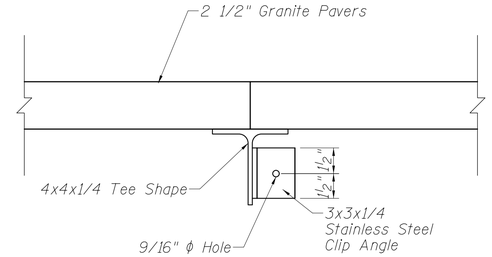
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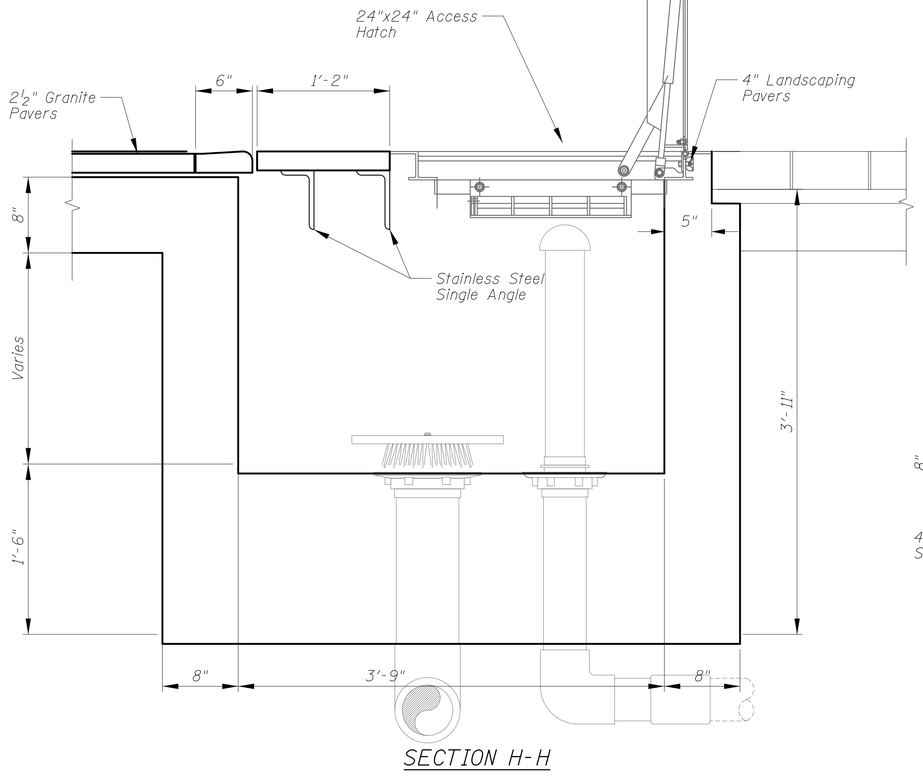
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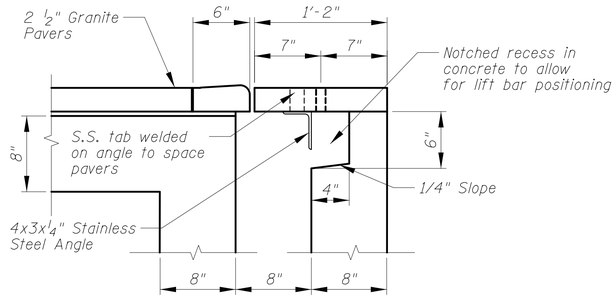
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DETAIL 5

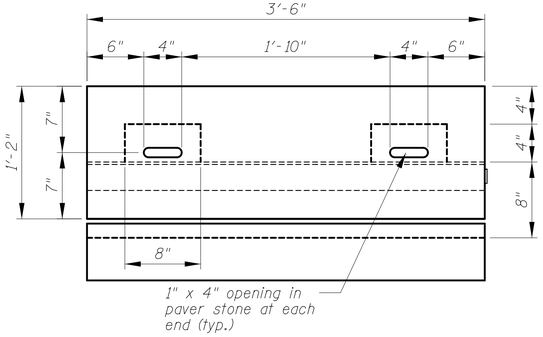


SECTION H-H



REMOVABLE PAVER - SECTION

Note: See Sheet L-22 for removable paver locations



REMOVABLE PAVER - PLAN

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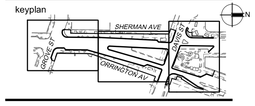
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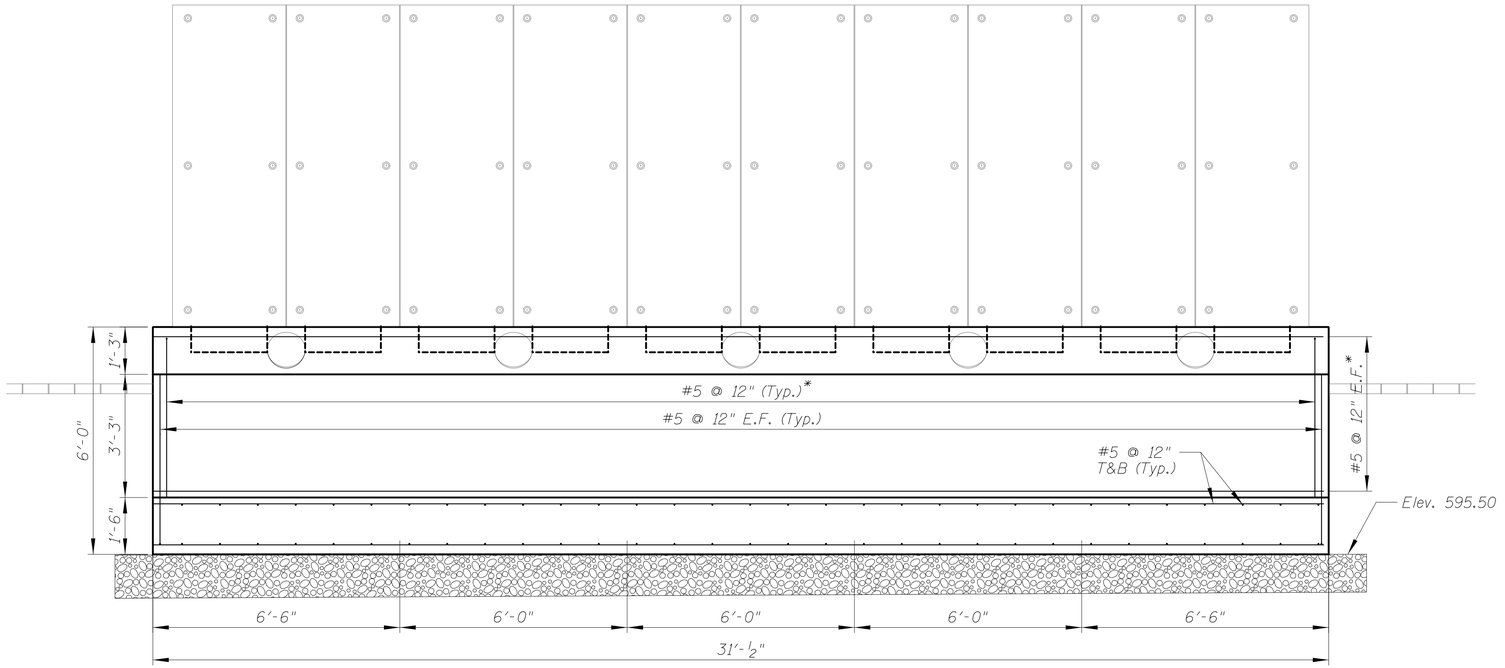


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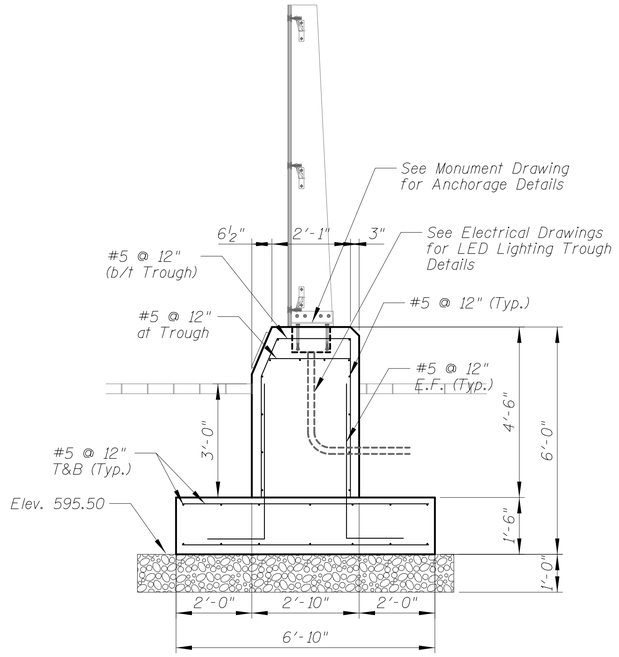
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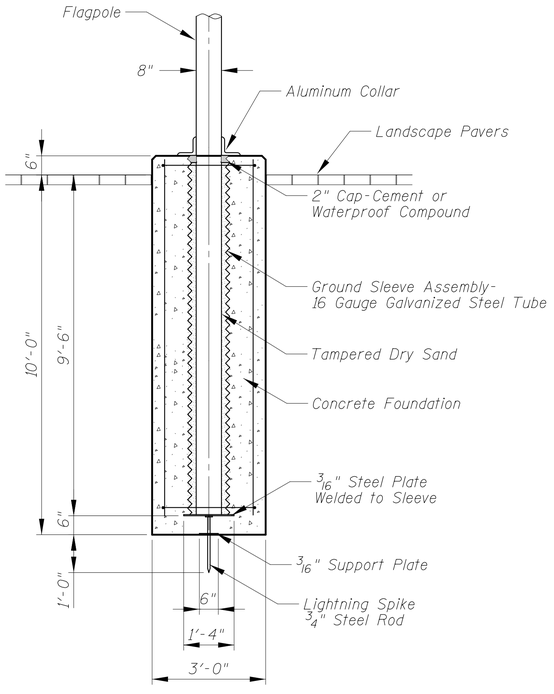


MONUMENT FOUNDATION - SOUTH ELEVATION

* Bars to be adjusted or field cut to account for electrical trough. See East Elevation.

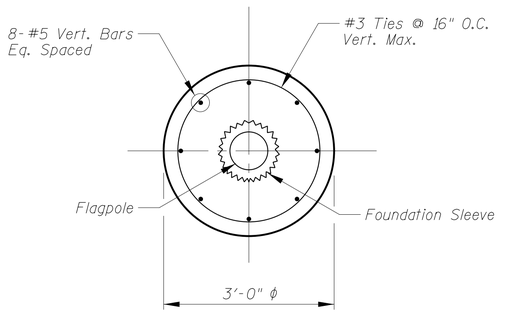


MONUMENT FOUNDATION - EAST ELEVATION



FLAGPOLE FOUNDATION - ELEVATION VIEW

(Coordinate with Flagpole Manufacturer for all appurtenances shown. All items shown including concrete foundation to be included in cost of flagpole.)



FLAGPOLE FOUNDATION - PLAN VIEW

(Included in the cost of Flagpole)

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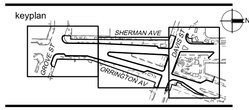
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1.19.2017

sheet name
Memorial Wall & Flagpole Foundation

sheet number
S-08

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June 21, 2021

Majid Mobasseri, PhD, PE, SE
Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018

Evanston Fountain Square
Assessment of Concrete Distress
WJE No. 2021.3250

Dear Mr. Mobasseri:

At the request of Christopher B. Burke Engineering, Ltd. (CBBEL) and on behalf of the City of Evanston ("City"), WJE conducted a limited assessment of concrete distresses and spalled concrete samples obtained from the below-grade fountain structure in Fountain Square, Evanston, Illinois. Our assessment consisted of a preliminary site visit to review concrete distress conditions, laboratory evaluation of spalled concrete samples obtained from three locations within the fountain structure, and review of applicable project and materials records. WJE's laboratory evaluations included petrographic examination of the spalled concrete sections, chemical analysis of residual material at the waterstop impressions, and compressive strength testing of cubes cut from one of the spalled concrete sections.

STRUCTURE DESCRIPTION AND BACKGROUND

Based on the review of provided drawings and observed layout during the site visit, the fountain structure consists of an inner fountain section measuring approximately 30′ by 23′ by 2.5′ deep and an outer trough surrounding the fountain at a distance of 5′-2.5″ from the inner fountain section. A plan view of the fountain structure is provided in Figure 1. The inner fountain section includes twelve concrete boxes, each measuring approximately 5′ by 5′ by 2.5′ deep, arranged as four boxes in the N-S direction by three boxes in the E-W direction, and spaced uniformly leaving 2′ wide troughs around the concrete boxes. The concrete boxes consist of 8″ thick concrete walls and 8″ thick top slab enclosing compacted porous granular backfill, as shown in the section provided in Figure 2. The walls and top slab of both the inner fountain section and the outer trough are typically reinforced with a single layer of reinforcement that consists of #5 bars spaced at 12″ on center in both directions.

Based on communication with CBBEL, the interior concrete boxes include construction joints only at the base of the side walls (the top slab is casted monolithically with the side walls), and the outer wall of the inner fountain section pool includes construction joints at the top and bottom of the side walls. Construction joints within the walls of the outer trough are presumed to be present at both the top and bottom of the side walls, however this is unconfirmed.

Steel framing, piping, water nozzles and light fixtures are mounted within the troughs. The entire fountain structure is topped with 3″ thick granite pavers, which are supported on the concrete boxes and a system of stainless-steel framing installed within the troughs.

The fountain was reportedly opened in summer 2018 and operated the entire summer. It was shut down for the winter, reopening in the summer 2019, and shut down again in the winter of 2020. Due to COVID-19 concerns, the fountain did not operate in 2020. City maintenance staff started the fountain in early May 2021 and noticed high levels of water loss. Inspection of the plumbing systems confirmed that water was not being lost through the plumbing. City maintenance staff removed grating above several light fixtures and nozzles to check the troughs and observed cracking and spalling of the concrete side walls within the troughs of the inner fountain section.

PRELIMINARY SITE VISIT

WJE performed a brief site visit on May 17, 2021 to meet with representatives from CBBEL and the City and review the condition of the concrete fountain structure at select locations. During the visit, City maintenance staff removed several of the steel grating panels and one stone panel along the west side of the fountain to allow for visual evaluation of the concrete distress conditions. Distress conditions that are schematically identified in the plan view provided in Figure 1 were added by Others.

The observed distress conditions consisted primarily of cracking, incipient spalling, and dislodged spalls of the concrete along the original horizontal construction joints at the bottom and top of the concrete side walls within the fountain troughs. Photographs of typical concrete cracking and spalling observed along the base of the side walls are provided in Figure 3 and Figure 4. Dislodged and removed concrete spalls typically exposed portions of an embedded bentonite waterstop material. Spalling at the base of the side walls typically consisted of a steeply inclined failure plane extending from the embedded waterstop at the horizontal joint between the side wall and base slab to several inches above this joint. The original joint surfaces (bottom surface of side wall and top surface of the base slab) appeared relatively smooth at the few locations that were visually observed. Spalling near the top of the side wall typically consisted of a shallow inclined failure plane extending either above or below the horizontal joint between the side wall and the top slab, from the embedded waterstop to the vertical face of the side wall. The waterstop material had typically expanded along and/or stained portions of the failure planes of the cracks.

At several locations observed on the west side of the fountain structure, it appeared that a cementitious repair material had been trowel applied to the vertical face of the side walls at the top and bottom joints. Reportedly, the repairs were made during the original construction of the fountain to address cracking observed shortly after casting the walls. Many of the repaired surfaces observed during WJE's site visit were cracked or spalled similar to unrepaired areas.

Concrete Spall Sampling

Three samples of the concrete spalling were collected for laboratory assessment, the original locations of which are identified in Figure 1. Sample A was collected from a large spall at the base of a side wall (Figure 4, Figure 5). Sample B was collected from a spall at the top of the side wall (Figure 6 through Figure 8). Sample C was collected at a previous repair location at the top of the side wall (Figure 9, Figure 10). Each sample contains the impression of where the embedded waterstop was located and staining of the paste around the area of the waterstop. Sample A contains portions of a repair material on part of the sample and Sample B also contains a thin layer of the likely repair material bonded to the

original exterior surface. Sample C is composed of primarily repair material bonded to some substrate concrete, with remnants of waterstop along one of the surfaces.

DOCUMENT REVIEW

Following the preliminary site visit, WJE reviewed relevant documents provided by CBBEL, which included the following:

- An inspection report dated May 2021 that identified cracking and spalling at multiple locations on the side walls, as shown in Figure 1. These conditions reportedly resulted in significant water losses from within the fountain troughs. The report also noted previous repairs that were observed to have cracked or spalled.
- A construction memo which included the timeline and construction notes for the fountain concrete foundation system. The construction was performed in December 2017 and January 2018. The construction sequence was as follows: casting of the base slabs; casting of the interior boxes (walls and top slab of each interior box cast integrally) and perimeter wall of the inner fountain section; backfilling the section between the outer trough and inner fountain section; casting the top slab between the outer trough and inner fountain section; and casting the outside perimeter wall of the outer trough. The memo included photographs taken during different stages of the fountain foundation construction.

  Bentonite waterstops were installed at the horizontal construction joints, which was reportedly an accepted option listed in the structural general notes. The photographs taken during construction show waterstops installed at joints between the base slab and side walls within the inner fountain section prior to casting of the side walls. The construction photographs indicate that the bentonite waterstops were positioned on the trough side of the reinforcing steel (consisting of a single layer of vertical dowels and reinforcing in the side walls) around the perimeter of the interior boxes and at the perimeter wall of the inner fountain structure (see Figure 11). The photographs included in the memo indicate that the waterstop is labeled as Cetco Waterstop-RX 101.

  Several cracks were observed on the bottom of the fountain foundation on April 24, 2018, which were repaired shortly after using Xypex Mega Mix II.
- Construction Set drawings, dated March 28, 2017, which specified concrete minimum ultimate compressive strength at 28 days of 4,000 psi, structural concrete to contain Xypex Admix C-500, and waterstops to be provided at all construction joints in walls and structural slabs. The structural general notes specify nonmetallic polyvinyl chloride (PVC) waterstops with the option of using bentonite waterstops at horizontal joints. No specific product for the waterstop was specified. The locations of the horizontal joints, at which the waterstops are installed, is not shown on the referenced drawing set.

LABORATORY TESTING

Three samples of the concrete spalling were collected during our site visit from spalled locations noted in Figure 1, labeled A, B and C. The collected samples contained portions of repair material that was reportedly applied a few months after construction. Photographs of the samples are shown in Figure 12

through Figure 14, with red arrows identifying the impression of where the embedded waterstop was originally located. WJE performed laboratory testing of the collected samples to characterize composition and general quality of the concrete, confirm the water stop product installed in the fountain structure, and aid in determining the cause of observed distress. The laboratory testing included petrographic examination of the concrete, compressive strength testing of cut cubes from the spalled concrete sections, and chemical analysis of the waterstop as described in the following sections.

Petrographic Studies

Petrographic studies of Samples A-C were conducted in accordance with the procedures described in ASTM C856, *Standard Practice for Petrographic Examination of Hardened Concrete*, which also applies to hardened mortars and other cementitious materials.

A nominal 1-inch thick section was cut from Samples A and B using a water-cooled, continuous-rim, diamond saw blade. The sections were cut so that the plane of the impression of the waterstop was intersected perpendicularly. One planar saw-cut surface of each sample was lapped using progressively finer silicon carbide abrasives to achieve a fine, matte finish suitable for examination with a stereomicroscope. Lapping exposes textural features such that the edges of air voids, cracks, and aggregate constituents can be more easily observed. Images of the lapped sections are shown in Figure 15 through Figure 17. Fresh fracture surfaces were also prepared to study the physical characteristics of the materials. Lapped and fracture surfaces were examined at magnifications up to 40X using a stereomicroscope. A thin section was prepared from a portion of Samples A and B to assess paste characteristics and identify paste constituents. The thin sections were examined at magnifications ranging from 50X to 500X using a petrographic (polarized-light) microscope.

Petrographic Studies Findings

The two examined samples, Samples A and B, contain essentially identical concrete that contains well-graded ¾ inch nominal top size calcareous crushed gravel coarse aggregate and natural siliceous sand fine aggregate dispersed in air entrained portland cement and fly ash paste. Constituents and characteristics of the concrete are described below in detail.

Aggregates

The coarse aggregate is well graded and represents a crushed gravel that is composed of particles coarsely crystalline limestone. The fine aggregate is a predominantly siliceous sand composed of primarily quartz/quartzite with lesser amounts of chert and feldspar, and sand-sized particles of the limestone coarse aggregate.

The aggregate appears sound, and no soft or volumetrically unstable particles were observed. Microcrystalline and cryptocrystalline silica present in chert and considered to be potentially deleteriously reactive with alkalis from cement paste, however the presence of fly ash in the mix aids in mitigating the rick of alkali silica reactivity (ASR), and no evidence of ASR was observed in the samples.

On the as received spalled surfaces, the fracture surfaces exhibit primarily broken aggregates, indicating a moderately strong to strong paste to aggregate bond at the time the spalling occurred. On laboratory

induced freshly fractured surfaces, evidence of similar moderately strong to strong paste to aggregate bond was observed.

Paste

The paste in each sample is light to medium gray, with a slightly mottled appearance. On freshly fractured surfaces, the paste is hard (cannot be scratched with a copper probe), exhibits a microgranular texture, sub-translucent paste, and a sub-vitreous luster. The appearance of the paste in thin section is shown in Figure 18 and Figure 19. The paste contains residual (unhydrated) portland cement and moderate amounts of calcium hydroxide. Limestone fines, or cement-sized particles of limestone, were observed in the paste, and may be limestone dust from the coarse aggregate fraction or an intentional addition to the portland cement.

Based on features including, but not limited to hardness, texture, luster, cement spacing and hydration, calcium hydroxide size, frequency, and distribution, amount of fly ash, and age of the concrete, the water to cementitious materials (w/cm) is estimated to be in the range of 0.43 to 0.48 in Sample A and slightly higher in Sample B, estimated to be in the range of 0.45 to 0.50. Based on a comparison with known laboratory standards, the samples are estimated to contain 40 to 50 percent fly ash by total weight of cementitious materials (40 to 50 percent cement replacement).

Air Void System

Both samples contain spherical air voids that are representative of intentionally entrained air. The typical appearance of the air void systems in each sample is shown in Figure 20 and Figure 21. Sample A is estimated to contains 5 to 7 percent total air, and Sample B is estimated to contain 6 to 8 percent total air. The air voids are generally well distributed throughout the concrete.

Cracking

Cracking away from the spalled surface is infrequent. Along the spalled surfaces in each sample, small microcracks were observed to be running sub-parallel to the primary fracture planes.

Repair Material

One surface of Sample B (the original exterior surface of the sample) contains a thin (less than 1 mm) layer of likely repair material. A layer of calcite is present along the bondline (Figure 22), likely efflorescence or secondary deposits that accumulated due to repeated ingress of water. The same material composes the majority of Sample C. Sample C is composed of the repair material that is well bonded to concrete. The fracture surface in Sample C runs just interior to the bondline between the repair material and occurs as a cohesive failure within the concrete (rather than an adhesive failure between the materials).

Waterstop Locations and Presence of Adhesive

The cast impression of a waterstop material are visible on each of the samples. The location of the waterstop cast impression was measured on each of the as received samples:

Table 1. Waterstop Location Measurements

Sample ID	Distance from Exterior of Concrete to Waterstop (inches)
A	3-3/8
B	1-5/8
C[1]	1

In addition to measuring the location of the cast impression, the samples were examined for evidence of adhesive that was specified to be used with the waterstop. The samples were examined using optical microscopy, and no direct evidence of adhesive was observed on the three samples (Figure 23). It is possible that adhesive was originally used to position the waterstop within the joint, however the adhesive cannot be visibly identified at this time.

Secondary Deposits

Deposits of ettringite, indicating moisture ingress into the concrete, are observed partially- to fully-lining air voids throughout Samples A and B (Figure 18 and Figure 19).

Materials Related Distress

No evidence of deterioration due to materials related distress was observed. Evidence of alkali silica reactivity, cracking due to cyclic freezing and thawing, or other deterioration mechanisms was not observed.

Compressive Strength Testing

Compressive strength testing was performed on three cubes that were cut from Sample A and labeled A1-A3. The results are summarized in Table 2 and the testing data is shown in Figure 24. The testing was performed to a modification of ASTM C42, *Standard Test Method for Obtaining and Testing Drilled Concrete Cores and Sawed Beams*. This test procedure was modified in that cubes were tested instead of cores. It is well researched that smaller dimensioned cut cube samples will increase the variability of the results and may provide higher measured compressive strength values as compared to standard sized cylindrical samples such as 4-inch and 6-inch diameter cores. Furthermore, the size of the cube samples obtained from Sample A relative to the maximum nominal coarse aggregate size is relatively small, which may result in higher measured compressive strength values due to the influence of the coarse aggregates. Based on our experience correlating measured compressive strengths of cylindrical and cut cube samples, we recommend a conservative modification factor of 0.70 be applied to the measured compressive strength data to obtain an estimated equivalent cylinder strength, as shown in Table 2. The estimated equivalent cylinder strength values exceed the specified design strength of 4,000 psi.

[1] Sample C is composed of patch/repair material. The outside surface was judged to be the free surface of the sample that exhibited a slightly textured surface from application of the patch/repair material.

Table 2. Compressive Strength Testing Results

Sample ID	Measured Compressive Strength (psi)	Estimated Equivalent Cylinder Strength (psi)
A1	15,430	10,800
A2	13,460	9,420
A3	14,330	10,030

Chemical Analysis of Waterstop Material

WJE completed a limited chemical analysis of a sample of the originally installed waterstop material retrieved from one of the spall locations to determine the composition of the field sample. In order to determine the chemical composition, WJE conducted Fourier transform infrared (FTIR) spectroscopy using an attenuated total reflectance (ATR) attachment.

FTIR spectroscopy is used to identify molecular structures. It is most useful for the identification of polymers and other organic components, although information about inorganic components can also be obtained. Infrared radiation supplies sufficient energy to produce vibrational motion in molecules. The output of the analysis is a plot showing peaks of absorbance at energies associated with vibrations of functional groups (that is, a defined combination of bonded atoms). The spectrum can be interpreted based on the functional groups detected by the FTIR analysis as well as comparison to a library of spectra of known materials.

The FTIR spectrum obtained from the analysis of the waterstop sample is shown in Figure 25. The composition of the waterstop material sample is consistent with a mixture of reference spectra of bentonite and butyl rubber as shown in Figure 26. Furthermore, WJE has performed similar FTIR analysis on original samples of Cetco Waterstop-RX during our prior project work. Comparison of the current analysis result with a reference spectrum for Cetco Waterstop-RX is shown in Figure 27.

Results of the chemical analysis indicate that the originally installed waterstop material is the Cetco Waterstop-RX product.

DISCUSSION AND RECOMMENDATIONS

Cause of Distress

The laboratory test results indicate that the concrete is generally of good quality with no evidence of deterioration due to materials related distress, such as alkali silica reaction or freeze-thaw degradation. WJE has not reviewed the original mix designs or concrete batch records; however, constituents and characteristics of the concrete were identified during petrographic examination of the samples. The examination indicated that the concrete is air-entrained with approximately 5-8% air content, which is consistent with the range of 4-7% specified in the structural general notes of the drawings. The compressive strength test results exceeded the specified design strength of 4,000 psi.

The waterstops installed in the horizontal construction joints are shown to be Cetco Waterstop-RX 101 products in CBBEL construction photographs (see Figure 28). The Cetco Waterstop-RX 101 product was

reportedly used throughout the structure. Chemical analysis of the waterstop sample collected from the concrete spalls confirmed that the Waterstop-RX was the installed product. The installation depth of the waterstops from the vertical face of the sidewalls within the concrete samples ranged from 1″ to 3-3/8″, indicating wide variation in the original concrete cover depths. Cetco Waterstop-RX is available in two product sizes: the RX-101 and a smaller RX-102 product. The product manual for Cetco Waterstop-RX requires that RX-101 be installed in concrete with two layers of reinforcing steel, that the waterstop be installed inside of the outermost reinforcement layer, and that the waterstop be installed with a minimum concrete cover of 3″. The reinforcing and cover requirements are intended to provide necessary confinement to the installed waterstop to prevent cracking and spalling as the waterstop expands in service. These requirements are not satisfied in the as-built conditions for the fountain structure. The Cetco Waterstop-RX 101 products was installed outside of a single layer of reinforcing and installed with shallower concrete cover than specified by Cetco. The product manual indicates that the RX-102 product, a smaller version of the product, may be used in concrete elements with a single layer of reinforcement and requires 2″ of concrete cover from the waterstop to the wall face. The product manual also specifies the use of CETSEAL adhesive to adhere the waterstop to the concrete and secure it into position with sufficient concrete cover. No evidence of adhesive was observed on the collected samples during the petrographic examination, which might have resulted in displacement of the waterstop during the concrete pour.

Based on the conditions observed during the site visit, laboratory test results, and review of provided documents, and waterstop data sheet and product manual, it is determined that the placement and the size of the waterstops used within the horizontal construction joints is the primary cause of the observed cracking and concrete spalling on the interior wall surfaces.

Note that the backside of the fountain walls (adjacent to the backfill) are inaccessible and it is not known whether similar concrete spalling has occurred on the exterior surfaces. However, based on the design dimensions of the wall, construction photographs which show the waterstops installed adjacent to the interior faces of the walls, and reinforcing position relative to the installed waterstops, spalling is unlikely on the backside of the walls.

Conceptual Repair Recommendations

WJE recommends that a thorough visual assessment and documentation of visible distresses on the interior surfaces of the inner fountain section and within the outer trough be performed prior to development of full repair plans. WJE recommends that the installed Cetco Waterstop-RX 101 product be removed and that partial-depth concrete repairs be performed at the horizontal joint locations exhibiting distress, including spalls, delamination, surface cracking, and failed repair patches. If a significant percentage of the horizontal construction joints exhibit visible distresses, then the installed Cetco Waterstop-RX 101 product should be removed from all horizontal construction joints. A surface-applied waterproofing system should then be installed to the interior surfaces of the side walls within the troughs across all original horizontal construction joints and repair joints to prevent water ingress into and through the joints.

WJE does not recommend replacing the current waterstops within the construction joints with smaller size bentonite waterstops or other embedded waterstop devices as the necessary partial depth concrete repairs are anticipated to result in additional construction joints. A surface-applied waterproofing system would be more suitable for preventing water ingress through the joints. WJE recommends that the waterproofing system consist of an immersion grade waterproofing coating that can be spray- or roller-applied to the interior surfaces of the walls and floor slab. To the extent necessary to install the coating, the pavers and grating, steel framing support systems, and plumbing, electrical and mechanical components within the troughs will need to be temporarily removed. Depending on the selected waterproofing system, it may be possible to install the coating around embedded anchors and other interior elements that cannot be temporarily removed with proper detailing. Once the extent of repairs is known, selection of a coating system will require technical review of coating systems available from various coating manufacturers.

If localized repair of observed distress conditions only is performed, WJE offers the following preliminary repair steps:

- Remove cracked and spalled concrete and the embedded Cetco Waterstop-RX 101 product from the original construction joint. Remove an additional 6" of concrete from both ends of the spalled area to remove any potentially stress-cracked concrete. Repair areas should be simple regular shape, preferably rectangular with no reentrant corners. To the extent possible, the perimeter of the repair should be sawcut to a minimum depth of ½-inch.
- Moderately roughen the substrate concrete surface in the repair area to create a suitable bonding surface. Surface preparation should be per manufacturers recommendations for the selected concrete repair material.
- Place repair concrete using a form and cast-in-place method. Ready-mix concrete or proprietary packaged concrete designed for form and cast placement meeting strength and durability requirements of the project shall be used. Mix and place proprietary materials in strict accordance with manufacturer instructions. Based on design parameters and space, dowels may be needed into the walls for structural integrity of the installed repair.
- Cure repair material in the form for 3 days minimum. After form removal, grind and render surfaces as necessary for smooth transition between repair and substrate concrete.
- Install immersion grade waterproofing coating covering all horizontal construction joints along the troughs, and those introduced by the repairs. Prepare exposed concrete surfaces and apply coating system in strict accordance with the coating manufacturer instructions. Extend coating a minimum of 6 inches beyond the construction joints. Address detailing at embeds or other remaining elements around which the coating must be installed.

Repair design shall include repair drawings and specifications for the concrete repair material and waterproofing coating product. Details related to necessary removal of the pavers and grating, steel framing support systems, and plumbing, electrical and mechanical components within the troughs should be determined during the design phase. WJE recommends that a specialty contractor with relevant experience in both concrete repair and surface-applied waterproofing systems be selected.

CLOSING

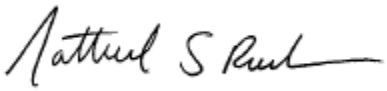
Thank you for the opportunity to be of service to Christopher B. Burke Engineering, Ltd. If you have any questions about the information provided in this letter, please feel free to contact us.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Marwa Abdelrahman, PhD
Associate III



Nathaniel Rende, SE
Associate Principal

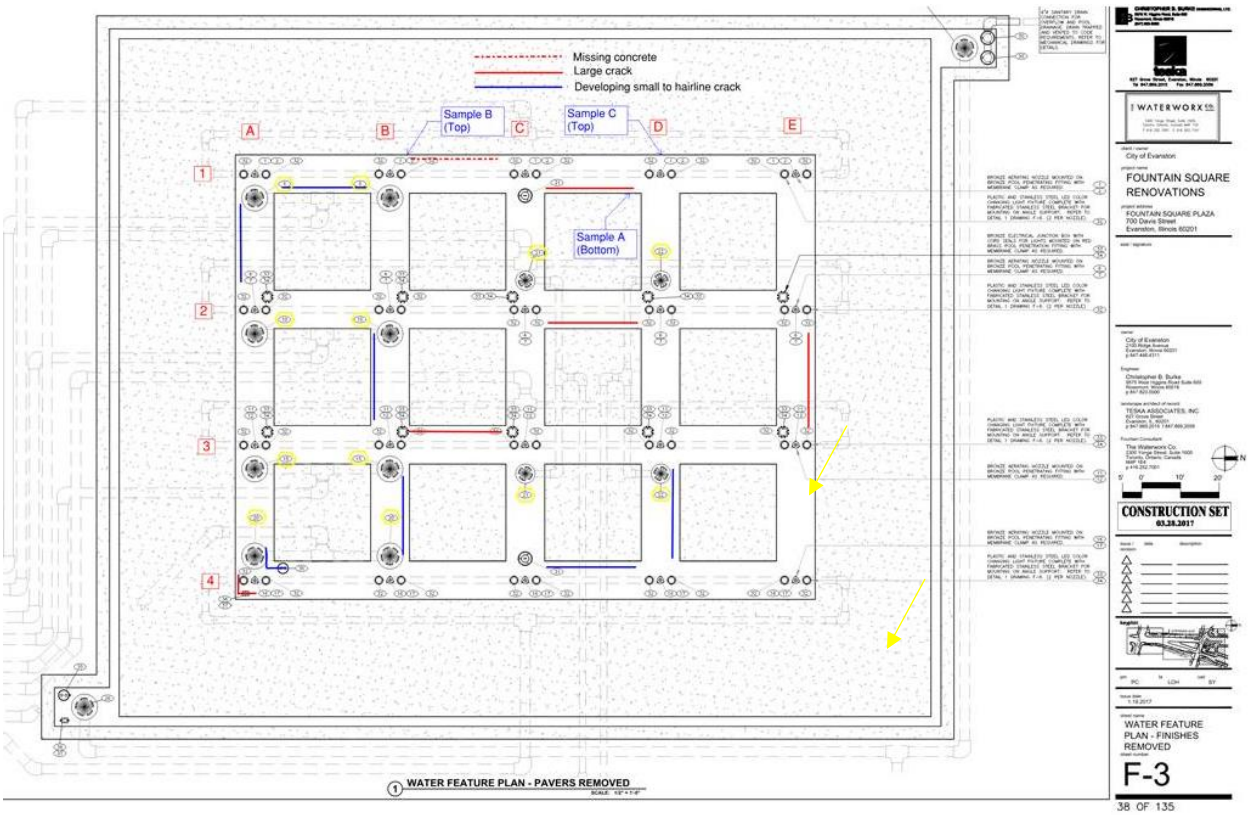


Figure 1. Plan of fountain structure identifying distress observed and documented (by Others) and locations of concrete spall samples A-C.

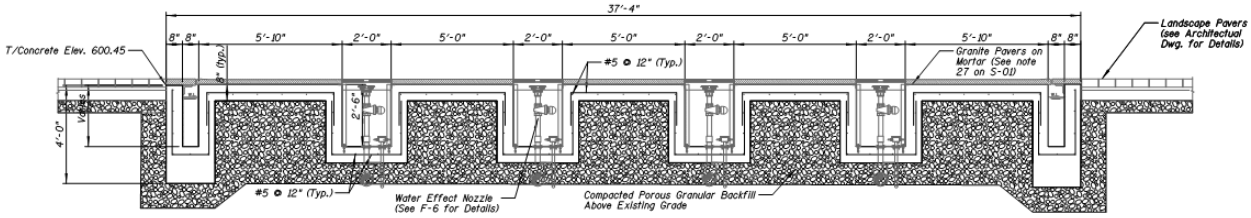


Figure 2. Section through the foundation structure in the E-W direction, from the Construction Set drawings, dated March 28, 2017.



Figure 3. View within fountain structure. Visible cracking, incipient spalling near bottom of side wall.



Figure 4. View within fountain structure. Dislodged concrete spall at bottom of side wall (Concrete spall Sample A location).



Figure 5. Concrete spall Sample A at time of removal.



Figure 6. View within fountain structure at typical pump opening. Concrete spall and exposed embedded bentonite waterstop along top horizontal joint (Concrete spall Sample B location).



Figure 7. Concrete spall and exposed embedded bentonite waterstop along top horizontal joint (Sample B location).



Figure 8. Concrete spall Sample B at time of removal.



Figure 9. Spall and exposed embedded bentonite waterstop along top horizontal joint at Sample C location (previous repair).



Figure 10. Concrete spall Sample C at time of removal.



Figure 11. Photographs taken during construction showing the placement of the waterstops (from the construction memo developed by Others).

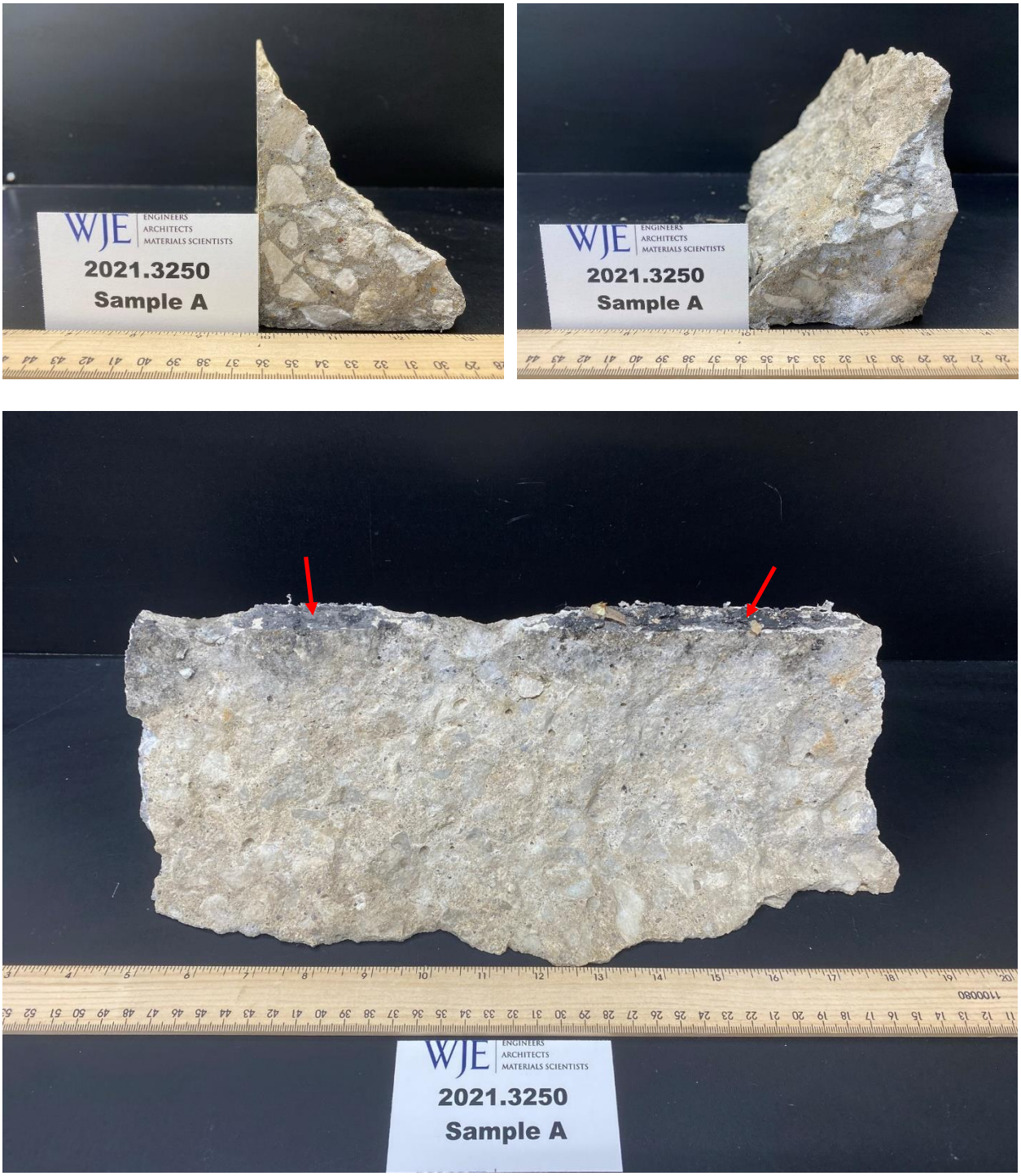


Figure 12. Multiple views of Sample A, as received in WJE's laboratory. Red arrows point to the cast impression of the waterstop.

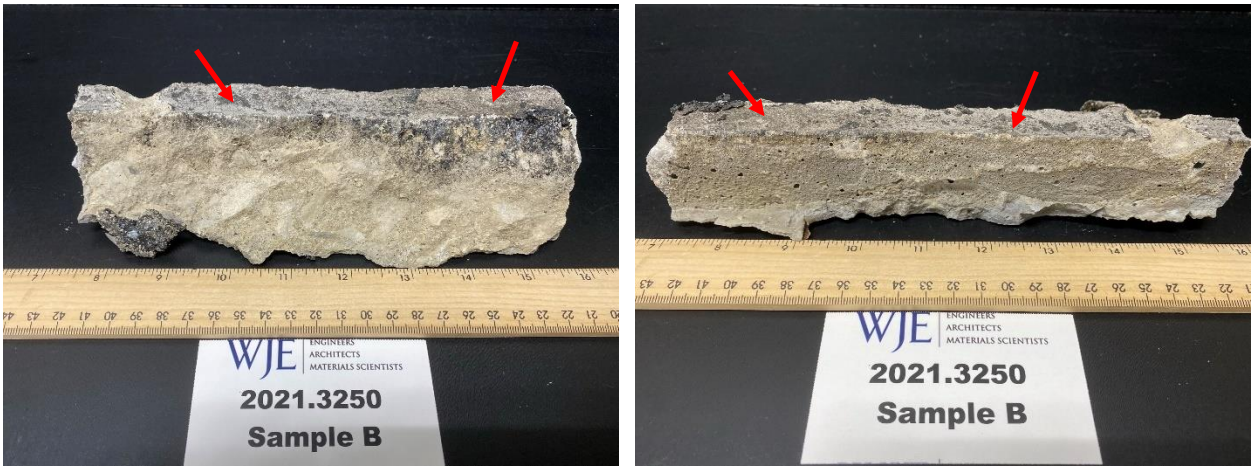


Figure 13. Images of Sample B, as received in WJE's laboratory. Red arrows point to the cast impression of the waterstop. The right image shows a surface of the sample that is coated with a repair material.



Figure 14. Images of Sample C, as received in WJE's laboratory. Red arrow points to the cast impression of the waterstop. This sample is composed primarily of repair material, but contains concrete along the fracture surface, as the sample fractured cohesively within the concrete, just inside of the bondline between the concrete and the repair material.



Figure 15. Image of the lapped cross section of Sample A. Red arrow points to the cast impression of the waterstop. Yellow arrow points to gray sealant adhered to the sample.

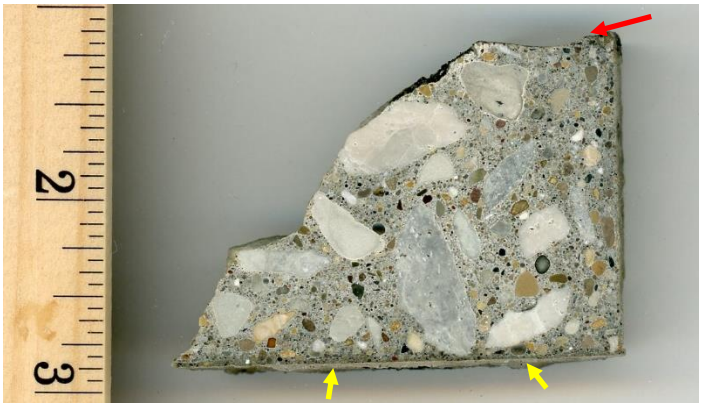


Figure 16. Image of the lapped cross section of Sample B. Red arrow points to the cast impression of the waterstop. Yellow arrows point to the thin layer of repair material along one surface of the sample.



Figure 17. Image of the lapped cross section of Sample C, showing the repair material.

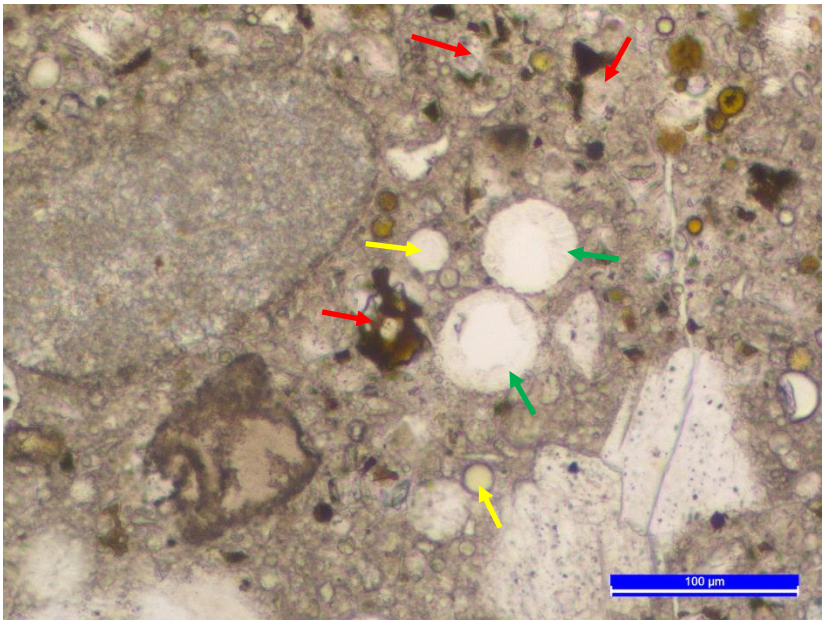


Figure 18. Magnified image of the paste in Sample A taken in plane polarized light showing the presence of portland cement (red arrows), fly ash (yellow arrows), and deposits of ettringite partially lining air voids (green arrows).

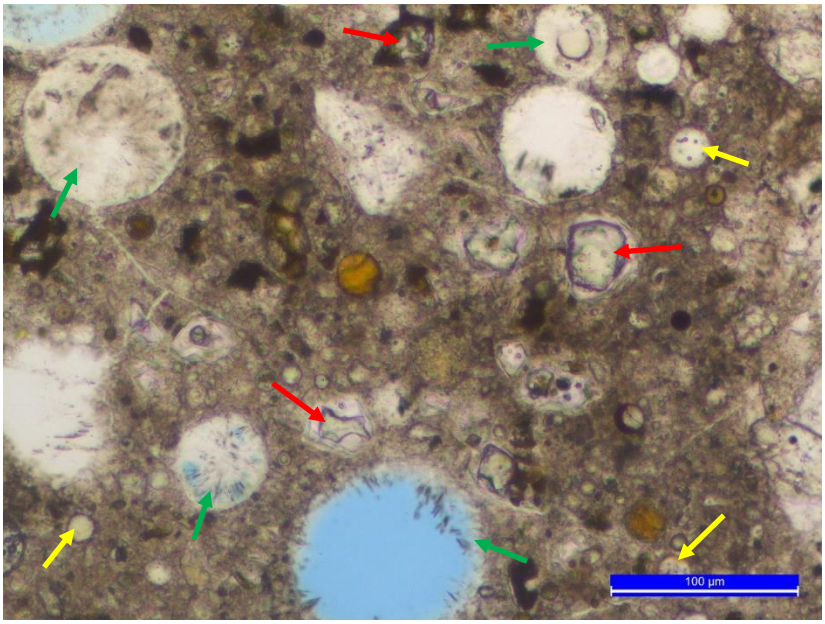


Figure 19. Magnified image of the paste in Sample B taken in plane polarized light showing the presence of portland cement (red arrows), fly ash (yellow arrows), and deposits of ettringite partially to fully lining air voids (green arrows).

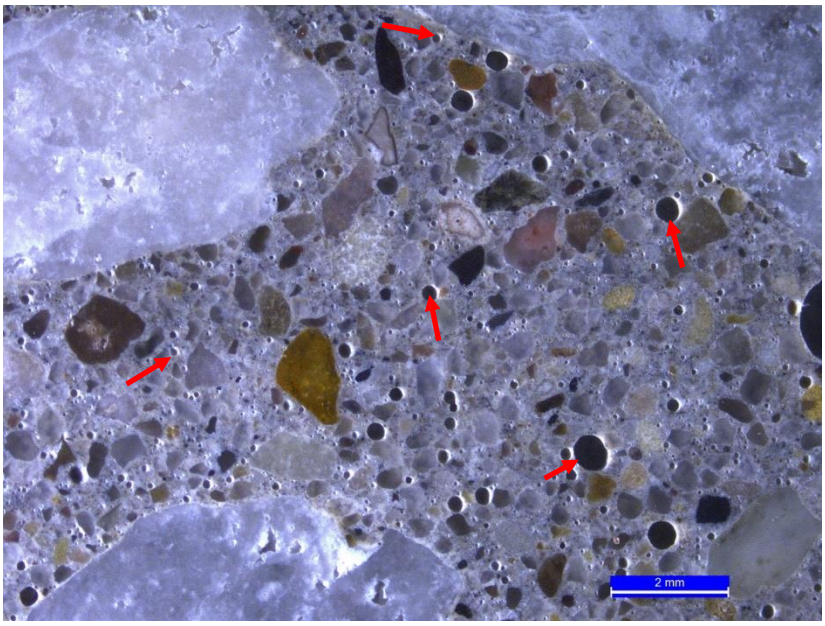


Figure 20. Magnified image of the lapped section of Sample A showing the air void system. Red arrows point to some of the air voids.

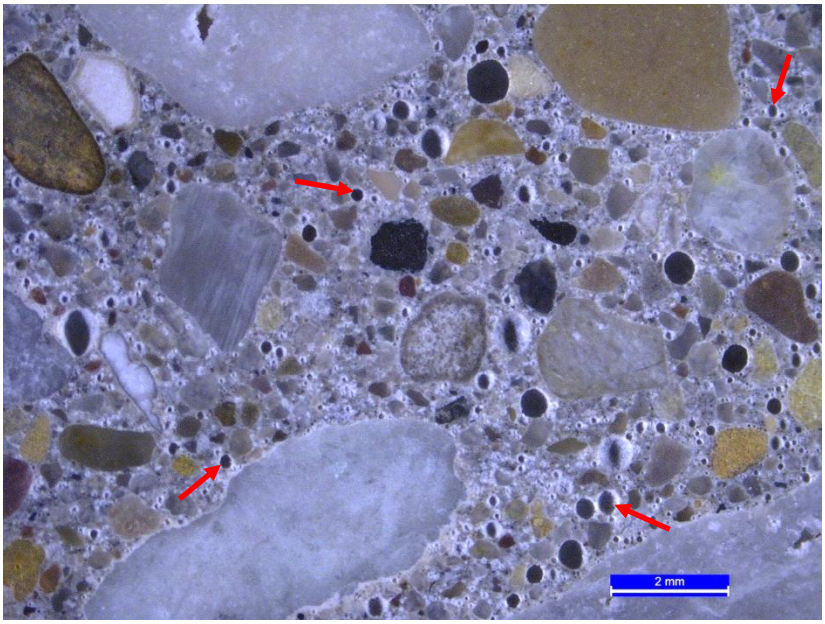


Figure 21. Magnified image of the lapped section of Sample B showing the air void system. Red arrows point to some of the air voids.

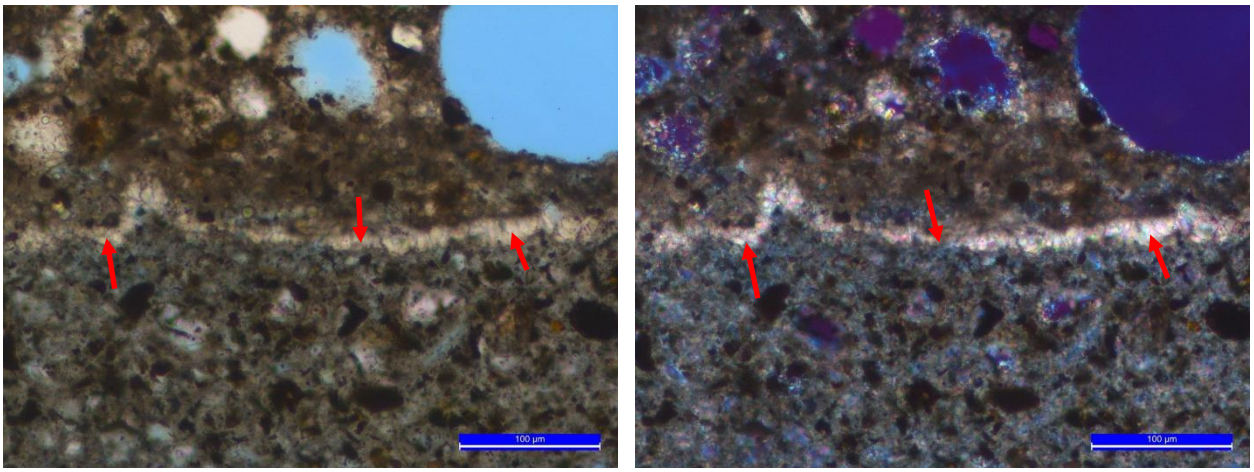
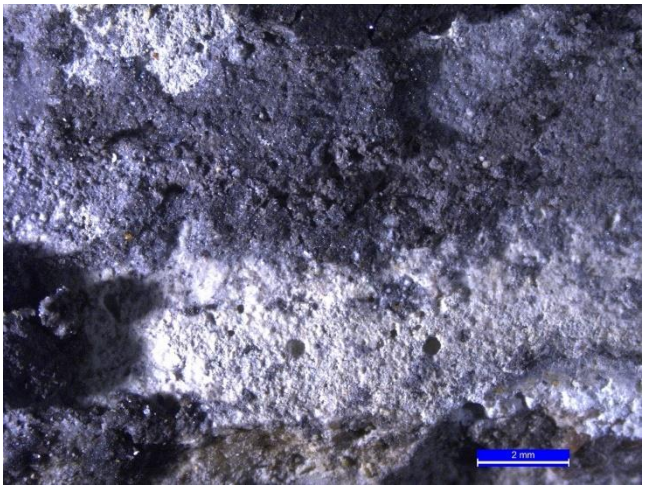
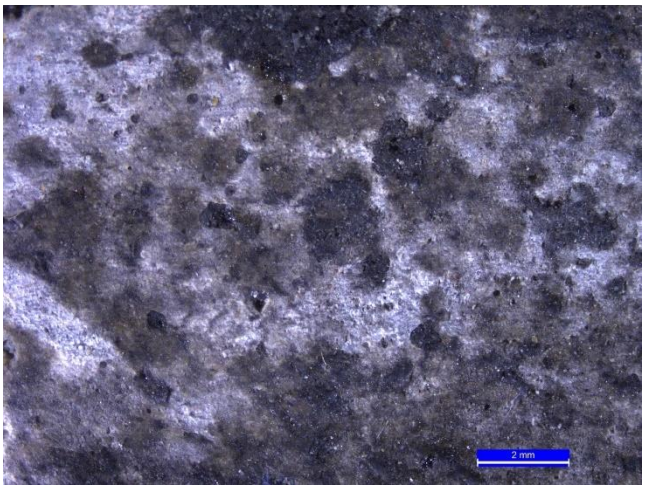


Figure 22. Magnified images of the same area taken in plane polarized light (left) and cross polarized light with a gypsum plate inserted (right) showing a layer of calcite (red arrows) present between the concrete (above the calcite deposit) and the patch/repair material (below the deposits of calcite).

Majid Mobasseri, PhD, PE, SE
Christopher B. Burke Engineering, Ltd.





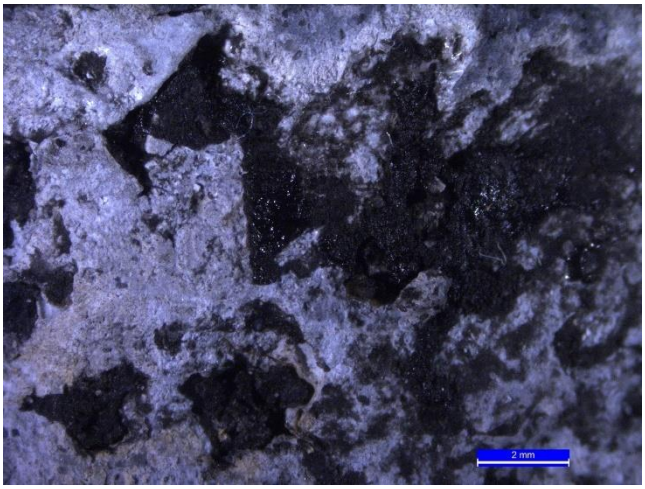


Figure 23. Magnified images taken of the cast impression of the waterstop in sample A (top image), Sample B (middle image) and Sample C (Bottom image) showing waterstop reside on the sample surfaces, with no visual evidence of an adhesive between the material and the waterstop.

ASTM C42 - MODIFIED FOR CUT CUBES

Project No: 2021.3250 **Project Coordinator:** M. Abdelrahman

Operator: Mark Haddad **Date:** 6/2/2021

Checked by: Nathaniel Rende **Date:** 6/7/2021

Capping Method ☐ Sulfur ☑ Lapped ☐ Unbonded

Direction of Load ☐ Perpendicular ☐ Parallel ☑ Not Known

Capping ☑ Plane ☐ Sound ☑ Acceptable

Conditioning ☑ As Received ☐ Saturated ☐ ASTM C42 / ACI 318

Max Size of Agg ☐ 3/4" ☐ 1/2" ☐ Other

Calipers ☐ 12/060107 ☐ B65697 ☑ 7073

Test Machine ☑ Test Mark SN# 11005 ☐ Satec ID: 120HLVC1240 ☐ Other

Cast Date: Not Known
Date & Time Cored and Sampled: Not Applicable
Date &Time after End Preparation: 6/2/2021

Sample ID	Weight (g)	Width (in.)	Width (in.)	Length (in.)	Area (in.²)	Correction		Max Load (lbs)	Density (lb/ft³)	Compressive Strength (psi)	Corrected Compressive Strength (psi)	Fracture Type	Defects	Age of Sample (days)
						L/D	Factor*							
A1	145.5	1.570	1.572	1.559	2.47	0.99	1.00	38,080	144.1	15,430	15,430	N/A	None	>365
A2	154.7	1.587	1.588	1.589	2.52	1.00	1.00	33,920	147.2	13,460	13,460	N/A	None	>365
A3	150.3	1.580	1.580	1.595	2.50	1.01	1.00	35,770	143.8	14,330	14,330	N/A	None	>365

Comments: The length to diameter ratio corrections only apply to 2,000 to 6,000 psi cylindrical specimens. However, the cube strength has been corrected using the L/D factors in ASTM C42.

Figure 24. ASTM C42 data report for compressive strength testing of cube samples A1-A3 obtained from Sample A.

Majid Mobasseri, PhD, PE, SE
Christopher B. Burke Engineering, Ltd.

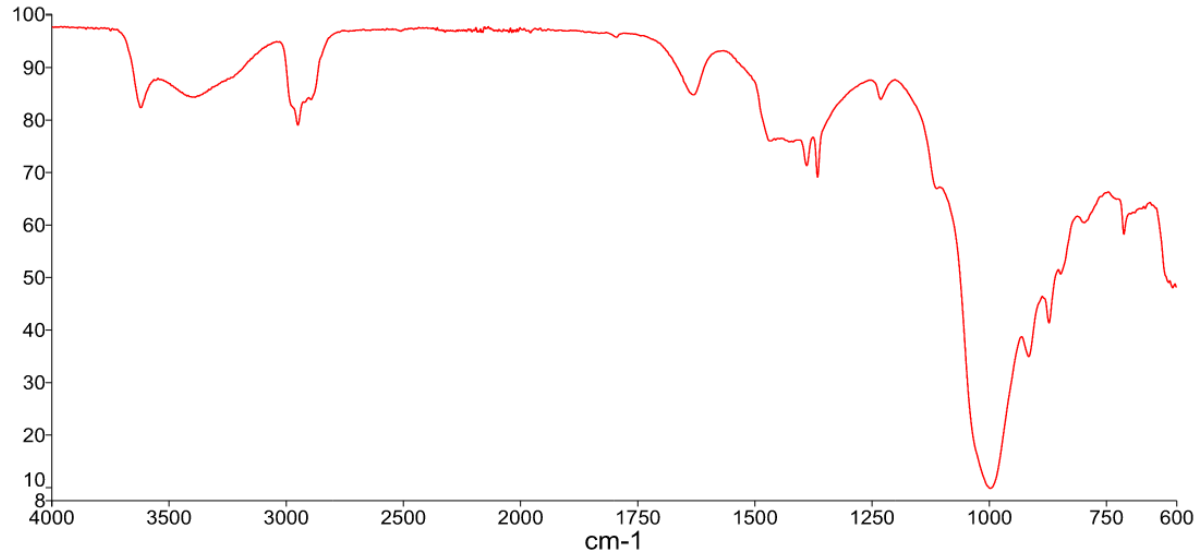


Figure 25. Spectrum obtained from FTIR-ATR analysis of the waterstop sample.

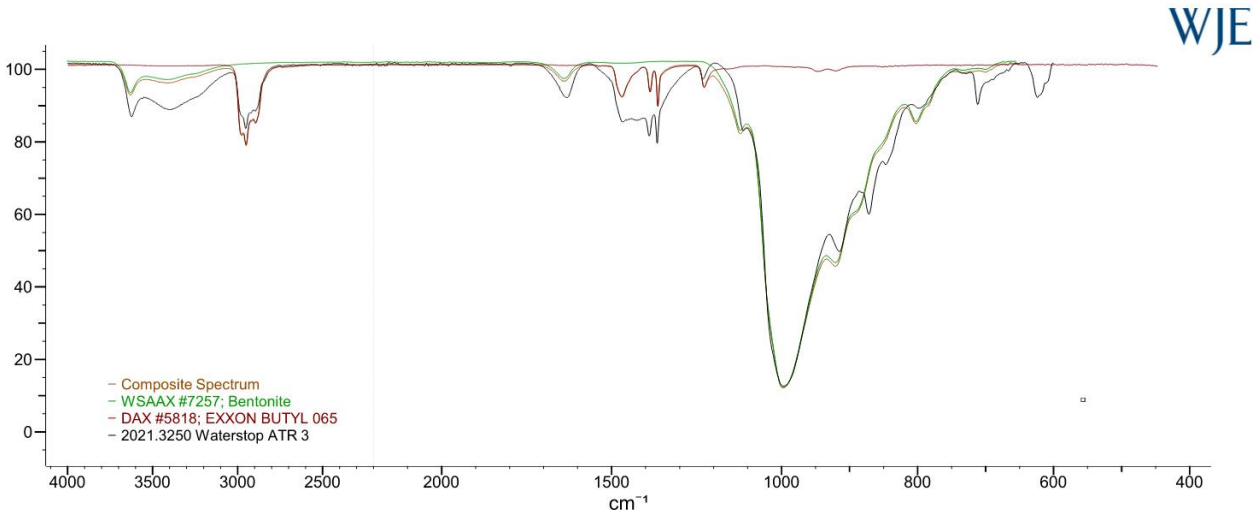


Figure 26. Overlay of spectra shown in Figure 25 show the consistency with a reference spectra representing mixture of butyl rubber (brown line) and bentonite (green line).

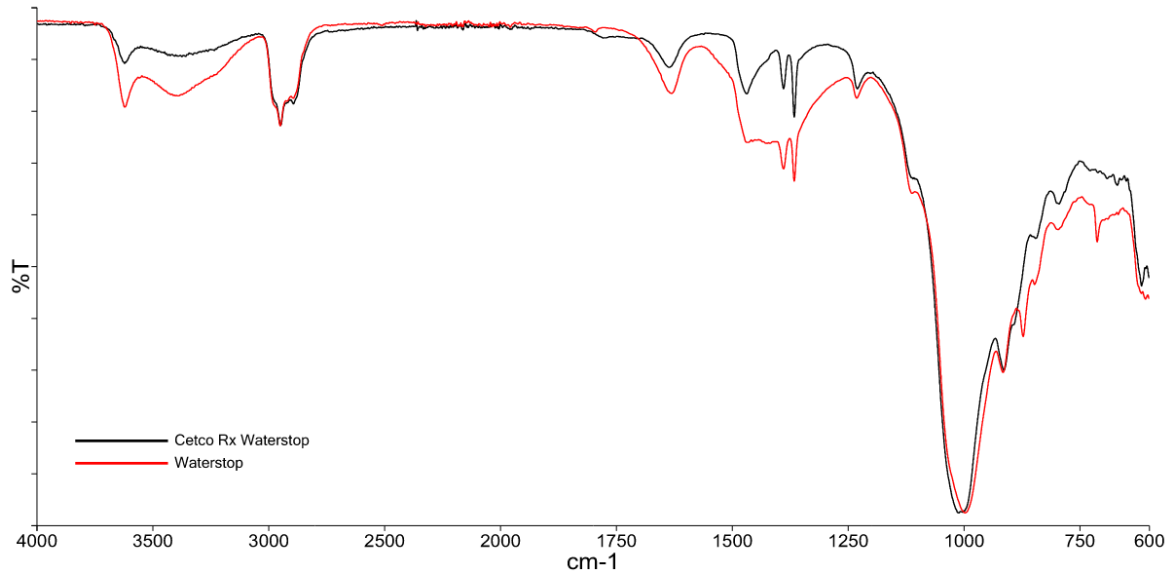


Figure 27. Overlay of spectra shown in Figure 25 (black line) show the consistency with a reference spectrum representing Cetco Waterstop-RX (black line).

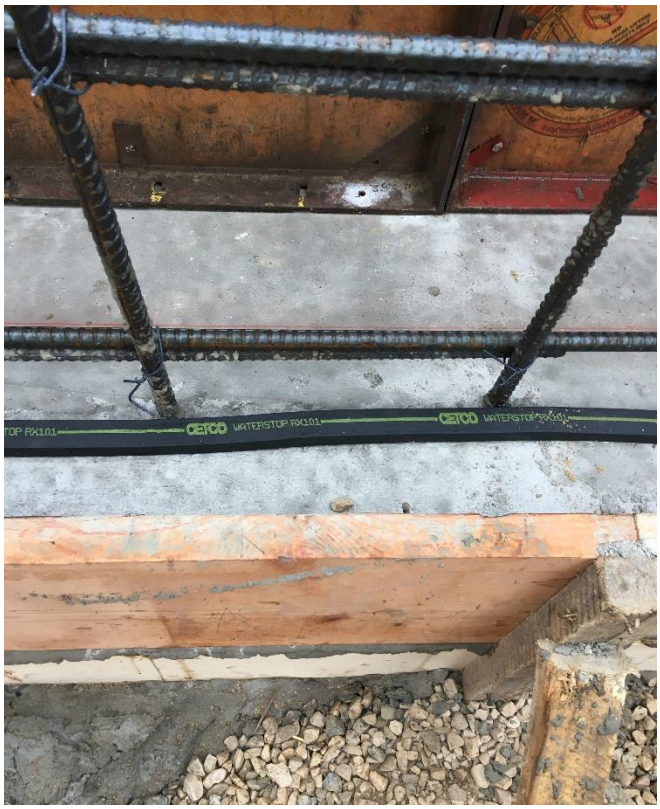


Figure 28. Photograph taken during construction showing the Cetco Waterstop RX-101 in place.

DRAFT

AIA® Document A141® – 2024

Standard Form of Agreement Between Owner and Design–Builder

for a Traditional Design–Build Project

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

« »« »
« »
« »
« »

and the Design-Builder:
(Name, legal status, address, and other information)

« »« »
« »
« »
« »

for the following Project:
(Name, location, and detailed description)

« »
« »
« »

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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User Notes: (1498901870)

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DRAFT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1. The Owner's Criteria is fixed as of the date of this Agreement.

(For each item in Section 1.1.1 through 1.1.10, insert the information or a statement such as "not applicable" or "unknown at the time of execution.)

§ 1.1.1 The Owner's program for the Project:

(Identify below, or in an attached exhibit, the documentation in which the program is set forth, or state the manner in which the program will be developed.)

« »

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User Notes: (1498901870)

§ 1.1.2 The Owner's design requirements for the Project:
(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

« »

§ 1.1.3 The Project's physical characteristics:
(Identify or describe below, or in an attached exhibit, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical or environmental reports; site, boundary, topographic, or existing building surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; Project and site requirements; etc.)

« »

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:
(Identify below, or in an attached exhibit, the Owner's Sustainable Objective for the Project, such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141®–2024, Standard Form of Agreement between Owner and Design-Builder for a Traditional Design-Build Project, Exhibit C, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions, and Work related to the Owner's Sustainable Objective.)

« »

§ 1.1.5 The Owner's building information modeling requirements for the Project, if any:
(Identify below, or in an attached exhibit, the Owner's building information modeling requirements for the Project, such as the requirement that the Design-Builder provide a model for subsequent use by the Owner or share models with the Owner's Consultants and Separate Contractors. If the parties agree upon protocols for transmission of, use of, and reliance on information or documentation in digital form, then identify and attach that document.)

« »

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:
(Provide the Owner's total budget for the Design Services, Construction Work, related services, and reasonable contingencies, required to fulfill the Design-Builder's obligations under the Design-Build Documents following execution of the Design Build Amendment. If known, include a line-item breakdown of costs.)

« »

§ 1.1.7 The Owner's anticipated design and construction milestones:

.1 Design Builder's Proposal submission date:

« »

.2 Construction commencement date:

« »

.3 Substantial Completion date or dates:

« »

.4 Other milestone dates:
(Include other dates, such as milestones for Evaluation of the Owner's Criteria, Preliminary Design, the anticipated start of construction, or phased completion dates.)

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« »

§ 1.1.8 In the event the Owner requires the Design-Builder to retain a specific person or entity to perform a portion of the Work, such as an architect, consultant, or subcontractor, those persons or entities shall be identified below:
(List name, legal status, address and other information.)

« »

§ 1.1.9 Additional Owner's Criteria upon which this Agreement is based:
(Identify below, or in an attached exhibit, special characteristics or needs of the Project not identified elsewhere.)

« »

§ 1.1.10 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling, multiple bid packages, or phased construction.)

« »

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:
(List name, address, and other information.)

« »
« »
« »
« »
« »
« »

§ 1.2.2 The Owner will retain the following consultants and Separate Contractors:
(List name, address, and other information.)

.1 Land Surveyor:

« »« »
« »
« »
« »
« »

.2 Geotechnical Engineer:

« »« »
« »
« »
« »
« »

.3 Other consultants:
(List any other consultants, e.g., Cost Consultant, Scheduling Consultant, to be retained by the Owner.)

« »

.4 Separate Contractors:
(List any Separate Contractors to be retained by the Owner.)

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« »

§ 1.2.3 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

« »
« »
« »
« »
« »
« »

§ 1.2.4 In addition to those persons or entities identified in Section 1.1.8, the Design-Builder shall retain the Architect, Consultants, Subcontractors, and suppliers, identified below:
(List name, discipline, address, and other information.)

« »

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' notice to the other party.

§ 1.3 Dispute Resolution

§ 1.3.1 Initial Resolution of Claims. Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Construction Work set forth in Section 12.2.2, or arising under Sections 10.3 and 10.4, shall be:
(Check the appropriate box.)

[« »] Subject to a Meet and Confer obligation in accordance with Section 15.2.1.

[« »] Referred to the following Project Neutral for an initial decision in accordance with Section 15.2.2.
(Insert name, address, and contact information for Project Neutral.)

« »

If the Owner and Design-Builder do not select a Project Neutral above, the Parties shall meet and confer as a condition precedent to mediation pursuant to Section 15.3.

§ 1.3.2 Binding Dispute Resolution. For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[« »] Arbitration pursuant to Section 15.4

[« »] Litigation in a court of competent jurisdiction

[« »] Other: *(Specify)*

« »

If the Owner and Design-Builder do not select a method of binding dispute resolution above, or do not subsequently agree in writing to a method of binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

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§ 1.4 Definitions

§ 1.4.1 Architect. The Architect is a person or entity providing Design Services for the Design-Builder for all or a portion of the Work and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.2 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is designated as "confidential."

§ 1.4.3 Consultant. A Consultant is a person or entity providing services for the Design-Builder for all or a portion of the Work and is referred to throughout the Design-Build Documents as if singular in number. If the Consultant provides professional services, the Consultant shall be lawfully licensed to provide such services, as required by the applicable jurisdiction.

§ 1.4.4 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.5 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as set forth in the Design-Build Amendment.

§ 1.4.6 Contract Time. The Contract Time is the period of time identified in the Design-Build Amendment, measured from the date for commencement of the Construction Work, including authorized adjustments, established as the period for the Design-Builder to achieve Substantial Completion of the Work.

§ 1.4.7 Subcontractor. A Subcontractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. Each Subcontractor shall be lawfully licensed, if required in the jurisdiction where the Project is located.

§ 1.4.8 Cost of the Work. The Cost of the Work includes all costs reasonably incurred by the Design-Builder in the proper performance of the Work as described in Article B.6 of the Design-Build Amendment.

§ 1.4.9 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.10 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder (hereinafter, this Agreement), other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive. The Design-Build Documents will also include the Drawings, Specifications, and other documents listed in the Design-Build Amendment. If anything in the other Design-Build Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.4.11 Design-Builder. The Design-Builder is the person or entity identified as such in this Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.12 Work. "Work" means the (a) services required of the Design-Builder prior to the execution of the Design-Build Amendment, (b) Design Services, and (c) Construction Work.

§ 1.4.12.1 Design Services. "Design Services" are the professional services, including those services that are rendered by architects and engineers, which are required to fulfill the Design-Builder's obligations under the Design-Build Documents. Design Services do not include professional or other services necessary to support Construction Work which are provided by Subcontractors engaged by the Design-Builder.

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§ 1.4.12.2 Construction Work. "Construction Work" is the construction, and services to support construction, required by the Design-Build Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Design-Builder to fulfill the Design-Builder's obligations under the Design-Build Documents.

§ 1.4.13 Early Release Work. "Early Release Work" is a limited, predetermined portion of the Project or scope of the Work that the Owner authorizes the Design-Builder to commence before the parties execute the Design-Build Amendment.

§ 1.4.14 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Subcontractors, Architect, or Consultants under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.4.15 Notice

§ 1.4.15.1 Except as otherwise provided in Section 1.4.15.2, where the Design-Build Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission as set forth below:
(Insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission. If the parties agree upon protocols for electronic transmission of notice, identify and attach that document.)

« »

§ 1.4.15.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.4.16 Owner. The Owner is the person or entity identified as such in this Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.17 The Project. The Project is comprised of all design and construction, of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by Separate Contractors.

§ 1.5 The Owner and Design-Builder may rely on the Owner's Criteria set forth in Article 1. If the Owner's Criteria materially changes after execution of this Agreement, the Owner and the Design-Builder shall execute a Modification to adjust the Project schedule, the Design-Builder's services, and the Design Builder's compensation. The Owner shall adjust the Owner's budget in Section 1.1.6 and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Owner's Criteria.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Prior To Execution of Design-Build Amendment

§ 2.1.1 For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:
(Insert amount of, or basis for, compensation, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

« »

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors, if any, are set forth below. The rates shall be adjusted in accordance with the Design-Builder's, Architect's, Consultants', and Subcontractors' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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« »

Individual or Position	Rate

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses directly related to the Project incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Dedicated data and communication services, teleconferences, and Project web sites and cloud services;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 All taxes levied on professional services and on reimbursable expenses; and
.9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors incurred, plus « » percent (« » %) of the expenses incurred.

§ 2.1.4 Additional Services. With the Owner's written approval, the Design-Builder shall provide services not included in Article 4 for additional compensation. Such services may include

.1 services necessitated by a change in the Owner's Criteria, or previous instructions or approvals given by the Owner;
.2 services necessitated by a material change in the Project made at the Owner's request, including (1) a change in Project size, quality, or complexity, or (2) a change in the Owner's schedule or budget;
.3 changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations; and
.4 services necessitated by a failure to complete the services under Article 4 within « » (« ») months of the date of this Agreement through no fault of the Design-Builder.

§ 2.1.4.5 Compensation for Additional Services. If the Owner authorizes the Design-Builder to perform additional services under Section 2.1.4, the Owner shall compensate the Design-Builder for such additional services as follows:
(Insert amount of, or basis for, compensation.)

« »

§ 2.1.5 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.5.1 Unless otherwise agreed, payments for Work prior to execution of the Design-Build Amendment shall be made monthly upon presentation of the Design-Builder's invoice.

§ 2.1.5.1.1 Amounts unpaid « » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.
(Insert rate of monthly or annual interest agreed upon.)

« » % « »

§ 2.1.5.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

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§ 2.2 Payment for Early Release Work
For the Design-Builder's performance of Early Release Work, the Owner shall pay the Design-Builder in accordance with the authorization for the Early Release Work, unless otherwise agreed to by the parties.

§ 2.3 Compensation for Work Performed After Execution of Design-Build Amendment
§ 2.3.1 For the Design-Builder's performance of Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum as set forth in Article 9 and the Design-Build Amendment.

§ 2.3.2 Liquidated Damages
The Design-Builder's liability for liquidated damages resulting from the Design-Builder's failure to achieve Substantial Completion within the Contract Time shall be as follows:
(For each item in Section 2.3.2.1 through 2.3.2.4, insert the information or a statement such as "not applicable".)

.1 Insert the monetary amount of liquidated damages, if any, to be assessed:
(Identify the monetary amount of liquidated damages, the incremental period of time for each assessment, and whether that amount is uniform or variable over time.)

« »

.2 Insert the date(s) or event(s), if any, that triggers the commencement of the assessment of liquidated damages, if other than the date of Substantial Completion of the entire Project:

« »

.3 Insert the limit, if any, on the total amount of liquidated damages:

« »

.4 Insert any other terms for liquidated damages:

« »

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
§ 3.1 General
§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who shall have express authority to bind the Design-Builder with respect to all matters under this Agreement.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of its obligations to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections, or approvals of the Owner.

§ 3.1.4 If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.4.1 Neither the Design-Builder nor any Subcontractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon confirmation by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification.

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§ 3.1.5 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Subcontractors, and their agents and employees, and any other persons or entities performing portions of the Work for, or on behalf of, the Design-Builder.

§ 3.1.6 The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.7 The Design-Builder shall furnish the services of Architects, Consultants, Subcontractors, and suppliers identified in Article 1 or otherwise required to fulfill its obligations under the Design-Build Documents. The Owner understands and agrees that the services of such parties are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder. When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified and licensed professionals.

§ 3.1.8 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of authorities having jurisdiction over the Project.

§ 3.1.9 Progress Reports

§ 3.1.9.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- **.1** Work completed for the period;
- **.2** Project schedule status;
- **.3** Submittal schedule and status report, including a summary of outstanding Submittals;
- **.4** Requests for information to be provided by the Owner, including those that are outstanding;
- **.5** Approved Change Orders and Change Directives;
- **.6** Pending Change Order and Change Directive status reports;
- **.7** Tests and inspection reports;
- **.8** Status report of Work rejected by the Owner;
- **.9** Status of submissions and approvals required by authorities having jurisdiction over the Project;
- **.10** Status of Claims previously submitted in accordance with Article 15;
- **.11** Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- **.12** Current Project cash-flow and forecast reports;
- **.13** A cost summary, comparing actual costs to updated cost estimates, if the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price; and
- **.14** Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.10 Design-Builder's Schedule

§ 3.1.10.1 The Design-Builder, as part of the Design-Builder's evaluation of the Owner's Criteria, shall prepare and submit for the Owner's acceptance a Project schedule, which shall provide for expeditious and practicable execution of the Work. The Project schedule shall (1) include the time required for design and construction, (2) not exceed time limits set forth under the Design-Build Documents, (3) be revised at appropriate intervals as required by the conditions of the Work and the Design-Build Documents, (4) include allowances for periods of time required for the Owner's review, and (5) include allowances for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.10.2 The Design-Builder shall perform the Work in general accordance with the most recent Project schedule accepted by the Owner.

§ 3.1.11 Standard of Care

The Design-Builder shall perform (a) services required of the Design-Builder prior to the execution of the Design-Build Amendment, and (b) Design Services consistent with the degree of skill and care ordinarily provided by Design-Builders performing the same services in the same or similar locality under the same or similar circumstances.

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§ 3.1.12 Warranty

The Design-Builder warrants to the Owner that the Construction Work furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Design-Builder further warrants that the Construction Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in their quality or otherwise expressly permitted by the Design-Build Documents. Construction Work not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the materials, equipment, or construction not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees for designs, processes, or products, required by the Design-Build Documents.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its Separate Contractors and consultants harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are contained in the Owner's Criteria. However, if an infringement of a copyright or patent is discovered by, or made known to, the Design-Builder, the Design-Builder shall be responsible for the loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 ~~To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, the Owner's consultants, and agents and employees of any of them, from and against third-party claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, a Subcontractor, Architect, consultant, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14. The Design-Builder's obligation to indemnify and hold the Owner, the Owner's consultants, and agents and employees of any of them, harmless does not includes a duty to defend.~~

The Design-Builder shall defend, indemnify and hold harmless the Owner 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 Design-Builder or Design-Builder'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.

Nothing contained herein shall be construed as prohibiting the Owner, 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 Design-Builder 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 Owner 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 Owner Corporation Counsel's option, Design-Builder must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the Owner has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Design-Builder of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Project by Design-Builder must be made only with the prior written consent of the Owner Corporation Counsel, if the settlement requires any action on the part of the Owner.

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To the extent permissible by law, Design-Builder 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 Design-Builder 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 Owner, 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.

The Design-Builder 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 Owner will not relieve the Design-Builder 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.

§ 3.1.14.2 In claims against any person or entity indemnified under this Section 3.1.14 by an employee of the Design-Builder, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Design-Builder or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts

§ 3.1.14.3 All provisions of this Section 3.1.14 shall survive completion, expiration, or termination of this Agreement.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Sections 14.1.4 or 14.2.2 and only for those agreements that the Owner accepts by notifying the Design-Builder and the Architect, Consultants, and Subcontractors whose agreements are accepted for assignment; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Article 11 and AIA Document A141®–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project, Exhibit A, Insurance and Bonds.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise and make recommendations to the Owner on proposed site use and improvements, selection of materials, building systems, and equipment, and temporary Project facilities. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation, and

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construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall visit the Project site to become generally familiar with local conditions under which the Work is to be performed.

§ 4.2.2 The Design-Builder shall schedule and conduct meetings with the Owner and other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1.

§ 4.2.3 The Design-Builder shall prepare and submit a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include:

.1 A description of local conditions under which the Work is to be performed, including conditions that may affect performance of the Work;

.2 Illustrations depicting the scale and relationship of the Project components, including possible alternative approaches to design and construction of the Project;

.3 Allocations of program functions, detailing each function and their square foot areas, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's program functions;

.4 Recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction;

.5 A preliminary estimate of the Contract Sum, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget for the Work;

.6 A preliminary estimate of the compensation for Design Services to be performed after execution of the Design Build Amendment;

.7 An evaluation of the compliance of the Owner's Criteria with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, and, if necessary, recommendations to adjust the Owner's Criteria to conform with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities;

.8 A Project schedule, which shall include proposed dates for (i) design milestones; (ii) receiving additional information from, or for work to be completed by, the Owner; (iii) submission of the Design-Builder's Proposal; (iv) the Owner's review and approval of Design Phase submissions; and (v) review and approval of submissions by authorities having jurisdiction;

.9 If necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's schedule; and

.10 The following:
(List additional information, if any, to be included in the Design-Builder's written report.)

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§ 4.2.4 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3.

§ 4.2.5 If the Owner's consent granted pursuant to Section 4.2.4 includes any changes to the Owner's Criteria, then the Owner and the Design-Builder shall execute a Modification pursuant to Article 6.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.4, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

.1 Confirmation of the allocations of program functions;

.2 Site plan;

.3 Building plans, sections, and elevations;

.4 Structural system;

.5 Selections of major building systems, including but not limited to mechanical, electrical, and plumbing systems; and

.6 Outline specifications or sufficient drawing notes describing construction materials.

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The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner with a written statement of its basis, which shall include the following:

- **.1** A list of the Drawings and Specifications, including all Addenda thereto;
- **.2** A list of all Submittals that will be submitted to the Owner in accordance with Section 5.3.2;
- **.3** A list of the clarifications and assumptions made by the Design-Builder in the preparation of the Design-Builder's Proposal;
- **.4** The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a Fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- **.5** The Design-Builder's Project schedule for the Work, showing the anticipated date of Substantial Completion upon which the Design-Builder's Proposal is based;
- **.6** A list of the Design-Builder's key personnel, Subcontractors, and suppliers; and
- **.7** A date by which the Owner must accept the Design-Builder's Proposal.

§ 4.4.2 The Design-Builder shall meet with the Owner to review the Design-Builder's Proposal. In the event that the Owner discovers any inconsistencies or inaccuracies in the information presented, the Owner shall promptly notify the Design-Builder, who shall make appropriate adjustments to the Design-Builder's Proposal, its basis, or both.

§ 4.4.3 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.5 Design-Build Amendment

§ 4.5.1 If the Owner and Design-Builder agree on the Design-Builder's Proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the Contract Sum with the information and assumptions upon which it is based, the Contract Time, and the terms of their agreement.

§ 4.5.2 The Design-Builder shall not incur any cost to be paid as part of the Contract Sum prior to the execution of the Design-Build Amendment, unless the Owner provides prior written authorization for such costs.

§ 4.5.3 Any agreement to commence Early Release Work shall not waive the Owner's right to reject the Design-Builder's Proposal.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

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§ 5.2 Construction Work

§ 5.2.1 Commencement. Except for any Early Release Work described in Section 5.2.2, the date of commencement of the Construction Work shall be the date identified in the Design-Build Amendment.

§ 5.2.2 Early Release Work

§ 5.2.2.1 The Design-Builder shall prepare, for the Owner's review and acceptance, a procurement proposal for Early Release Work which includes (a) portions of the Design Services or Construction Work that will be issued for procurement and construction in advance of the Design-Build Amendment, and (b) materials or equipment that must be procured prior to execution of the Design-Build Amendment.

§ 5.2.2.2 If the Owner accepts the Design-Builder's procurement proposal for Early Release Work, the Design-Builder shall prepare, for the Owner's review and acceptance, an authorization to proceed with Early Release Work describing the scope, schedule for performance, compensation, payments, retainage, insurance and bonds, and other terms and conditions applicable to procurement and performance of the Early Release Work. The Design-Builder has no obligation to commence procurement and performance of Early Release Work until the Owner and Design-Builder execute such authorization.

§ 5.2.2.3 Following execution of the authorization, the Design-Builder shall expedite and coordinate the procurement and performance of Early Release Work in accordance with this Agreement and such authorization. Following execution of the Design-Build Amendment, compensation for the Early Release Work shall be included in the Contract Sum and the time for performing the Early Release Work shall be included in the Contract Time.

§ 5.2.2.4 Early Procurement of Materials or Equipment by Owner

§ 5.2.2.4.1 If the Owner agrees to procure any materials or equipment prior to execution of the Design-Build Amendment, the Owner shall procure the materials or equipment on terms and conditions acceptable to the Design-Builder. After execution of the Design-Build Amendment, the Owner shall assign all contracts for these materials or equipment to the Design-Builder and the Design-Builder shall thereafter accept responsibility for them.

§ 5.2.3 Supervision. The Design-Builder shall supervise and direct the Construction Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Construction Work under the Contract, unless the Design-Build Documents provide other specific instructions concerning these matters.

§ 5.3 Submittals

§ 5.3.1 Submittals consist of Shop Drawings, Product Data, and Samples.

- **.1 Shop Drawings.** Shop Drawings are drawings, diagrams, schedules, calculations, and other data specially prepared for the Construction Work by the Design-Builder or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor, to illustrate some portion of the Construction Work.
- **.2 Product Data.** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Design-Builder to illustrate materials or equipment for some portion of the Construction Work.
- **.3 Samples.** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Construction Work will be judged.

§ 5.3.1.4 Submittals are not Design-Build Documents. Their purpose is to demonstrate how the Design-Builder proposes to conform to the information given and the design concept expressed in the Design-Build Documents for those portions of the Construction Work for which the Design-Build Documents require submittals. Review by the Owner is subject to the limitations of Section 5.3.3.1. Informational submittals upon which the Owner is not expected to take responsive action may be so identified in the Design-Build Documents. Submittals that are not required by the Design-Build Documents may be returned by the Owner without action.

§ 5.3.1.5 Submittal Schedule. If the Design-Build Documents require the Design-Builder to submit Submittals to the Owner during performance of the Construction Work, the Design-Builder, prior to submitting any submittals, and thereafter as necessary to maintain a current submittal schedule, shall provide a submittal schedule for the Owner's approval. The Owner's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be

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coordinated with the Design-Builder's construction schedule, and (2) allow the Owner reasonable time to review submittals. If the Design-Builder fails to submit a submittal schedule or fails to provide submittals in accordance with the approved submittal schedule, the Design-Builder shall not be entitled to any increase in the Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 5.3.1.6 Documents and Submittals at the Site

The Design-Builder shall make available, at the Project site, the Design-Build Documents, including Change Orders, Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during performance of the Construction Work, and the approved Submittals. These shall be in electronic form or paper copy, available to the Owner, and delivered to the Owner upon completion of the Work as a record of the Construction Work as constructed.

§ 5.3.2 Design-Builder's Submittal Responsibilities

§ 5.3.2.1 The Design-Builder shall review for compliance with the Design-Build Documents, approve, and submit to the Owner, Submittals required by the Design-Build Documents, in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Construction Work or in the activities of the Owner or of Separate Contractors.

§ 5.3.2.2 By submitting Submittals, the Design-Builder represents to the Owner that the Design-Builder has (1) reviewed and approved them, (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Construction Work and of the Design-Build Documents.

§ 5.3.2.3 The Design-Builder shall perform no portion of the Construction Work for which the Design-Build Documents require submittal and review of Submittals, until the respective submittal has been approved by the Owner.

§ 5.3.2.4 The Construction Work shall be in accordance with approved submittals except that the Design-Builder shall not be relieved of responsibility for deviations from the requirements of the Design-Build Documents by the Owner's approval of Submittals, unless the Design-Builder has specifically notified the Owner of such deviation at the time of submittal and (1) the Owner has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Change Directive has been issued authorizing the deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval thereof.

§ 5.3.2.5 The Design-Builder shall direct specific attention, in writing or on resubmitted Submittals, to revisions other than those requested by the Owner on previous submittals. In the absence of such notice, the Owner's approval of a resubmission shall not apply to such revisions.

§ 5.3.3 Owner's Submittal Responsibilities

§ 5.3.3.1 The Owner will review, approve, or take other appropriate action upon, the Design-Builder's Submittals, but only for the limited purpose of checking for conformance with the information and design concept expressed in the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's review of the Design-Builder's Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.3, 3.1.11, and 5.3.2. The Owner's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 5.3.3.2 Upon review of the submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

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§ 5.3.3.3 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:
(List name, address, and other information.)

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§ 5.4 Services Necessary to Support Construction Work

§ 5.4.1 The Design-Builder shall provide the services required to complete the Construction Work including services required to carry out the Design-Builder's responsibilities for construction means, methods, techniques, sequences, and procedures. The Design-Builder shall perform such services in compliance with applicable law.

§ 5.4.2 If the Design-Build Documents require services, certifications, or approvals by a licensed design professional during Construction, the drawings, calculations, specifications, certifications, Shop Drawings, and other Submittals prepared under the Design-Build Documents shall be signed and sealed by such design professional.

§ 5.4.3 The Owner shall be entitled to rely upon the services, certifications, and approvals provided by the design professionals under Section 5.4.2. The Owner shall provide prompt notice to the Design-Builder if the Owner observes or otherwise becomes aware of any errors, omissions, or inconsistencies in such services or information. The Owner is not required to ascertain that the services, certifications, and approvals performed or provided by the Design-Builder or the licensed design professional in connection with the Construction Work are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Owner shall promptly report to the Design-Builder any nonconformity discovered by, or made known to, the Owner.

§ 5.5 Labor and Materials

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Construction Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the construction.

§ 5.5.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only with the consent of the Owner and in accordance with a Change Order or Change Directive.

§ 5.5.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Construction Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.6 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Construction Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.7 Permits, Fees, Notices and Compliance with Laws

§ 5.7.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Construction Work and Substantial Completion of the Project.

§ 5.7.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Construction Work.

§ 5.7.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 14 days after the conditions are first observed. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or

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decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, the Contract Sum or Contract Time, or both, shall be equitably adjusted. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder, stating the reasons. If the Design-Builder disputes the Owner's determination, the Design-Builder may submit a Claim as provided in Article 15.

§ 5.7.4 If, in the course of the Construction Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 5.8 Allowances

§ 5.8.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.8.2 Unless otherwise provided in the Design-Build Documents,

- **.1** allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance items, shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.8.2.1 and (2) changes in Design-Builder's costs under Section 5.8.2.2.

§ 5.8.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.9 Subcontracts and Other Agreements

§ 5.9.1 Those portions of the Construction Work that the Design-Builder does not customarily perform with the Design-Builder's own personnel shall be performed under subcontracts or other appropriate agreements with the Design-Builder. The Owner may designate specific persons from whom, or entities from which, the Design-Builder shall obtain bids. The Design-Builder shall obtain bids from subcontractors, and from suppliers of materials or equipment fabricated especially for the Construction Work, who are qualified to perform that portion of the Construction Work in accordance with the requirements of the Design-Build Documents. The Design-Builder shall deliver such bids to the Owner with an indication as to which bids the Design-Builder intends to accept. The Owner then has the right to review the Design-Builder's list of proposed subcontractors and suppliers and, subject to Section 5.9.1.1, to object to any subcontractor or supplier. Any approval or objection by the Owner shall not relieve the Design-Builder of its responsibility to perform the Construction Work in accordance with the Design-Build Documents. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has reasonable objection.

§ 5.9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Construction Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Contract Sum by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

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§ 5.9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Design-Builder shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Design-Builder in Article 9.

§ 5.10 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.11 Cutting and Patching

The Design-Builder shall not cut, patch, or otherwise alter fully or partially completed construction by the Owner or a Separate Contractor except with written consent of the Owner and Separate Contractor. Consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold, from the Owner or Separate Contractor, its consent to cutting or otherwise altering the Construction Work.

§ 5.12 Cleaning Up

§ 5.12.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Construction Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.12.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.13 Access to Construction Work

The Design-Builder shall provide the Owner and its Separate Contractors and consultants with access to the Construction Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its Separate Contractors and consultants, shall comply with while at the site.

§ 5.14 Construction Work by Owner or by Separate Contractors

§ 5.14.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.14.1.1 The term "Separate Contractor(s)" shall mean contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under provisions substantially similar to those of this Agreement. The Owner will identify in the Design-Build Amendment the extent of construction or operations related to the Project that will be performed by Separate Contractors, and will notify the Design-Builder promptly after execution of any agreement with a Separate Contractor.

§ 5.14.1.2 The Owner shall coordinate the activities of the Owner's own forces, and of each Separate Contractor, with the Construction Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate in a joint review of the construction schedules of the Owner and any Separate Contractors and after mutual agreement the Design-Builder shall revise its construction schedule. The construction schedules shall then constitute the schedules to be used by the Design-Builder, Separate Contractors, and the Owner until subsequently revised.

§ 5.14.1.3 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Design-Builder has under the Contract.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

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§ 5.16 Mutual Responsibility

§ 5.16.1 The Design-Builder shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.16.2 If part of the Design-Builder's Construction Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Design-Builder shall, prior to proceeding with that portion of the Construction Work, promptly notify the Owner of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Design-Builder's Construction Work. Failure of the Design-Builder to notify the Owner of apparent discrepancies or defects prior to proceeding with the Construction Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction or operations is fit and proper to receive the Design-Builder's Construction Work. The Design-Builder shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 5.16.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Design-Builder's delays, improperly timed activities, or defective Construction Work. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Construction Work or defective Construction Work.

§ 5.16.4 The Design-Builder shall promptly remedy damage that the Design-Builder causes to completed or partially completed Construction Work or to property of the Owner or Separate Contractors as provided in Section 10.2.5.

§ 5.16.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching the Construction Work as the Design-Builder has with respect to the Construction Work of the Owner or Separate Contractors in Section 5.11.

§ 5.16.5.1 The Owner shall be responsible for failures by its Separate Contractors to comply with the obligations in this Agreement.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents. The Design-Builder shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, Contract Time, or both. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of

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additions, deletions, or other revisions. The Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, or Contract Time, or both, shall be adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. The Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data; or

.4 As provided in Section 6.3.4.

§ 6.3.4 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in this Agreement, or if no such amount is set forth in this Agreement, a reasonable amount. In such case, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.4 shall be limited to the following:

.1 Additional costs of professional services;

.2 Costs of labor, applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Owner;

.3 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;

.5 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.6 Costs of supervision and field office personnel directly attributable to the change.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder prior to execution of the Design-Build Amendment indicates the Design-Builder's agreement therewith, including adjustment in compensation and schedule, or the method for determining them. A Change Directive signed by the Design-Builder after the execution of the Design-Build Amendment indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum and Contract Time, or the method for determining them. Any such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder disagrees with the adjustment in Contract Time, the Design-Builder may make a Claim in accordance with the applicable provisions of Article 15.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 15.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.1.3 The Owner shall furnish and coordinate the services of the Owner's consultants and Separate Contractors with those services provided by the Design-Builder. Upon the Design-Builder's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants or Separate Contractors. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 7.1.4 The Owner shall furnish the services of consultants required by a material change in the Owner's Criteria or authorize the Design-Builder to furnish them pursuant to a Change Order or Change Directive.

§ 7.1.5 If the Owner identifies a Sustainable Objective, the Owner shall fulfill its responsibilities as required in AIA Document A141–2024 Exhibit C, attached to this Agreement.

§ 7.1.6 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder, including the Architect and Subcontractors.

§ 7.1.7 The Owner shall purchase and maintain insurance as set forth in Article 11 and AIA Document A141–2024 Exhibit A.

§ 7.1.8 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work.

§ 7.1.9 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for, acts or omissions of the Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 7.1.10 The Owner may reject Work that does not conform to the Design-Build Documents. The Owner may require inspection or testing of the Construction Work in accordance with Section 16.5.2, whether or not the Construction Work is fabricated, installed, or completed. However, neither this authority of the Owner nor a

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decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder.

§ 7.1.11 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.1.12 The Owner acknowledges that accelerated or fast-track design and construction, or phased construction, provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Design-Builder to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Design-Build Documents, and costs for the Design-Builder to remove and replace previously installed Construction Work. If the Owner approves accelerated or fast-track design and construction, or phased construction, the Owner agrees to include in the budget for the Work sufficient contingencies to cover such costs.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections, or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses, and inspections.

§ 7.2.5 The services, information, surveys, and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense. Except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services, information, surveys, and reports furnished by the Owner.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt notice thereof to the Design-Builder.

§ 7.2.7 Evidence of the Owner's Financial Arrangements

§ 7.2.7.1 Prior to execution of the Design-Build Amendment, the Design-Builder may request that the Owner furnish reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract.

§ 7.2.7.2 Following the execution of the Design-Build Amendment and upon written request by the Design-Builder, the Owner shall furnish to the Design-Builder reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Design-Builder's request, the Design-Builder may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Design-Builder may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 7.2.7, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Design-Build Documents.

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§ 7.2.7.3 After the Owner furnishes evidence of financial arrangements under this Section 7.2.7, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.7.4 Where the Owner has designated information furnished under this Section 7.2.7 as "confidential," the Design-Builder shall keep the information confidential as set forth in Article 16.

§ 7.2.8 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall furnish the services of geotechnical engineers or other consultants when such services are reasonably necessary to properly carry out the Design Services furnished by the Design-Builder. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.9 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning or deed restrictions, and boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 7.2.10 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of other consultants when such services are reasonably necessary to properly carry out the Design Services furnished by the Design-Builder. In such event, the Design-Builder shall identify the services required.

§ 7.2.11 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 7.3 Owner's Right to Stop Construction Work

If the Design-Builder fails to correct Construction Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 12.2 or persistently fails to carry out Construction Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Construction Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Construction Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.14.1.2.

§ 7.4 Owner's Right to Carry Out the Construction Work

If the Design-Builder defaults or neglects to carry out the Construction Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. The Owner may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies. If current and future payments are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner. If the Design-Builder disagrees with the actions of the Owner, or the amounts claimed as costs to the Owner, the Design-Builder may file a claim pursuant to Article 15.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment, the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

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§ 8.1.2 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or consultant, or of a Separate Contractor; (2) changes ordered in the Work; (3) labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, unusual delays by public authorities related to permits, licenses, and inspections, or other causes beyond the Design-Builder's control; (4) delay authorized by the Owner pending mediation and binding dispute resolution; or (5) other causes that the Owner determines justify delay, then the Contract Time shall be extended for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.1.1 If unit prices are stated in the Design-Build Amendment or subsequently agreed upon, and if quantities set forth in the Design-Build Amendment are materially changed in a proposed Change Order or Change Directive, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values or Control Estimate

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder shall submit a schedule of values to the Owner prior to the first Application for Payment after execution of the Design-Build Amendment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Owner. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment. Any changes to the schedule of values shall be submitted to the Owner and supported by such data to substantiate its accuracy as the Owner may require, and unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's subsequent Applications for Payment.

§ 9.2.1 Where the Contract Sum is the Cost of the Work plus the Design-Builder's Fee without a Guaranteed Maximum Price, the Design-Builder shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Design-Builder's Fee.

§ 9.2.2 The Control Estimate shall include:

- **.1** The documents enumerated in Article 17, including all Modifications thereto;
- **.2** A list of the assumptions made by the Design-Builder in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Design-Build Documents;
- **.3** A statement of the estimated Cost of the Work organized by trade categories or systems and the Design-Builder's Fee;
- **.4** A project schedule upon which the Control Estimate is based, indicating proposed architects, subcontractors, and consultants, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment, the Owner's occupancy requirements, and the date of Substantial Completion; and
- **.5** A list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 9.2.3 When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

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§ 9.2.4 The Design-Builder shall develop and implement a detailed system of cost control that will provide the Owner with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Design-Builder's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 9.2.5 The Owner shall authorize the Design-Builder to prepare revisions to the Design-Build Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. Based upon the Owner's authorization, the Design-Builder shall revise the Design-Build Documents to incorporate the agreed-upon assumptions contained in the Control Estimate.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The Application for Payment shall be notarized, if required, and supported by all data substantiating the Design-Builder's right to payment that the Owner requires, such as copies of requisitions, and releases and waiver of liens from the Architect, Consultants, Subcontractors, and suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders. As provided in Section 2.1, compensation for Work prior to execution of the Design-Build Amendment may include payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, a Consultant, a Subcontractor, or a supplier, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Design-Builder, Architect, Consultants, Subcontractors, suppliers, or any other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, either (1) issue to the Design-Builder a Certificate for Payment in the full amount of the Application for Payment; (2) issue to the Design-Builder a Certificate for Payment for such amount the Owner determines is properly due, and notify the Design-Builder of the Owner's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Design-Builder of the Owner's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the

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Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application for Payment, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- **.1** Failure to perform Work in accordance with the Design-Build Documents;
- **.2** Third -party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Design-Builder;
- **.3** Failure of the Design-Builder to make payments properly to the Architect, Consultants, Subcontractors, suppliers, or others, for services, labor, materials, or equipment;
- **.4** Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** Damage to the Owner or a Separate Contractor; or
- **.6** Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.

§ 9.5.2 If the Design-Builder disputes the Owner's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, the Design-Builder may submit a Claim in accordance with Article 15.

§ 9.5.3 When the above reasons for withholding certification are removed, the Owner shall certify amounts previously withheld.

§ 9.5.4 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to any other persons or entities providing Work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder, and such action shall not be deemed to be a representation that (1) the Owner has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 9.3.1 or other supporting data; (2) that the Owner has made exhaustive or continuous on-site inspections; or (3) that the Owner has made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 9.6.3 The Design-Builder shall pay each person or entity providing Work for the Design-Builder, no later than seven days after receipt of payment from the Owner. Payment shall be the amount to which the person or entity providing Work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the person or entity. The Design-Builder shall, by appropriate agreement with each person or entity providing Work for the Design-Builder, require each person or entity providing Work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.4 The Owner will, on request and if practicable, furnish to the person or entity providing Work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such person or entity providing Work for the Design-Builder.

§ 9.6.5 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid any other persons or entities providing Work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner

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shall have the right to contact the other person or entity providing Work for the Design-Builder to ascertain whether they have been properly paid. The Owner shall have no obligation to pay, or to see to the payment of money to any other person or entity providing services or Work for the Design-Builder, except as may otherwise be required by law.

§ 9.6.6 The Design-Builder's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.3, 9.6.4 and 9.6.5.

§ 9.6.6.1 Except with the Owner's prior written approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment.

§ 9.6.7 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.8 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Subcontractors, and other persons or entities providing Work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Subcontractors, or other persons or entities. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust, or entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.6.9 Provided the Owner has fulfilled its payment obligations under the Design-Build Documents, the Design-Builder shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Architect, Consultant, Subcontractor, or any other person or entity providing Work for the Design-Builder. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Design-Builder. If approved by the applicable court, when required, the Design-Builder may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.6.10 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Subcontractors, and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Subcontractors, and the Design-Builder shall execute subcontracts in accordance with those agreements.

§ 9.7 Failure of Payment

If, through no fault of the Design-Builder, the Owner fails to issue a Certificate for Payment or make payment of the certified amount within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shutdown, delay, and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Construction Work when the Construction Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Construction Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Construction Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

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§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Construction Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Construction Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Construction Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Construction Work, and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Construction Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Construction Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Construction Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Construction Work, and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Construction Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied, or portion of the Construction Work to be used, in order to determine and record the condition of the Construction Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Construction Work shall not constitute acceptance of Construction Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's notice that the Construction Work is ready for final inspection and acceptance, and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Construction Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2 and 9.10.3, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Construction Work, for which the Owner or the Owner's property might be responsible or

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encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) an as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) documentation of any special warranties, such as manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, and releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, Consultant, Subcontractor, or any other person or entity providing services, labor, materials, or equipment relating to the Construction Work, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Construction Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Construction Work fully completed, corrected, and accepted. If the estimated cost to complete or correct the Construction Work is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Construction Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Design-Build Documents;
- **.3** terms of special warranties required by the Design-Build Documents; or
- **.4** audits performed by the Owner, if permitted by the Design-Build Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

§ 9.11 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Construction Work.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury, or loss to

- **.1** employees and persons performing the Construction Work and others who may be affected thereby;
- **.2** the Construction Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Design-Builder, a Subcontractor, or any other person or entity; and

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.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on the safety of persons or property, or their protection from damage, injury, or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Construction Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3. The Design-Builder may make a Claim for the cost to remedy damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials or substances. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Construction Work in the affected area and notify the Owner of the condition.

§ 10.3.2 Upon receipt of the Design-Builder's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner,

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the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Construction Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Subcontractors, and employees of any of them, from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Construction Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Construction Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for hazardous materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Construction Work as required by the Design-Build Documents, the Owner shall reimburse the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury, or loss.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Design-Builder's Insurance and Bonds

§ 11.1.1 The Design-Builder shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Agreement or elsewhere in the Design-Build Documents. Prior to commencement of the Work, the Design-Builder shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner shall be named as an additional insured under the Design-Builder's commercial general liability policy or as otherwise described in the Design-Build Documents.

§ 11.1.2 The Design-Builder shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Design-Build Documents. The Design-Builder shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Design-Build Contract, the Design-Builder shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Design-Builder's Required Insurance. Within three (3) business days of the date the Design-Builder becomes aware of an impending or actual cancellation or expiration of any insurance required by the Design-Build Documents, the Design-Builder shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Design-Builder, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the

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lapse in coverage has been cured by the procurement of replacement coverage by the Design-Builder. The furnishing of notice by the Design-Builder shall not relieve the Design-Builder of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Agreement or elsewhere in the Design-Build Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in this Agreement or elsewhere in the Design-Build Documents, the Owner shall inform the Design-Builder in writing prior to commencement of the Construction Work. Upon receipt of notice from the Owner, the Design-Builder may delay commencement of the Construction Work and may obtain insurance that will protect the interests of the Design-Builder, Subcontractors, and Sub-Subcontractors in the Construction Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Design-Builder, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Design-Builder for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Design-Build Documents, the Owner shall provide notice to the Design-Builder of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Design-Builder: (1) the Design-Builder, upon receipt of notice from the Owner, shall have the right to stop the Construction Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Design-Builder; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Design-Builder, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Design-Builder purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subcontractors, sub-subcontractors, agents, and employees, each of the other; and (2) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Design-Builder, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Separate Contractors, consultants, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If, during construction of the Project, the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance
The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss
§ 11.5.1 A loss insured under the property insurance required by this Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Design-Builder its just share of insurance proceeds received by the Owner, and by appropriate agreement the Design-Builder shall make payments to its consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Design-Builder of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Design-Builder shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Design-Builder does not object, the Owner shall settle the loss, and the Design-Builder shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Design-Build Contract for convenience, the Owner and Design-Builder shall execute a Change Order for reconstruction of the damaged or destroyed Construction Work in the amount allocated for that purpose. If the Design-Builder timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Design-Builder arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Change Directive for the reconstruction of the damaged or destroyed Construction Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF CONSTRUCTION WORK
§ 12.1 Uncovering of Construction Work
The Owner may request to examine a portion of the Construction Work that the Design-Builder has covered to determine if the Construction Work has been performed in accordance with the Design-Build Documents. If such Construction Work is in accordance with the Design-Build Documents, the Design-Builder shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Construction Work is not in accordance with the Design-Build Documents, the costs of uncovering the Construction Work, and the cost of correction, shall be at the Design-Builder's expense and shall not result in a change in the Contract Time except as otherwise permitted in this Agreement.

§ 12.2 Correction of Construction Work
§ 12.2.1 Before Substantial Completion. The Design-Builder shall promptly correct Construction Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, discovered before Substantial Completion, and whether or not fabricated, installed, or completed. Costs of correcting such rejected Construction Work, including additional testing and inspections and the cost of uncovering and replacement, and compensation for any consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense and shall not result in a change in the Contract Time except as otherwise permitted in this Agreement.

§ 12.2.2 After Substantial Completion
§ 12.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Construction Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Design-Build Documents, any of the Construction Work is discovered not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Construction Work, if the Owner fails to notify the Design-Builder of the condition and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty and breach of the standard of care for that condition. If the Design-Builder fails

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to correct nonconforming or defectively designed Construction Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.4.

§ 12.2.2.2 The one-year period for correction of Construction Work shall be extended with respect to portions of Construction Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Construction Work.

§ 12.2.2.3 The one-year period for correction of Construction Work shall not be extended by corrective Construction Work performed by the Design-Builder pursuant to this Section 12.2.

§ 12.2.3 The Design-Builder shall remove from the site portions of the Construction Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 12.2.4 The Design-Builder shall be liable for the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Construction Work that is not in accordance with the requirements of the Design-Build Documents except as otherwise permitted in this Agreement.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Construction Work as described in Section 12.2.2 relates only to the specific obligation of the Design-Builder to correct the Construction Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Construction Work.

§ 12.3 Acceptance of Nonconforming Construction Work

If the Owner prefers to accept Construction Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 COPYRIGHTS AND LICENSES

§ 13.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Subcontractors, and any other person or entity providing Work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Subcontractors, and any other person or entity providing Work for any of them.

§ 13.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 13.3 The Design-Builder grants to the Owner a nonexclusive license to use the Design-Builder's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project. The license granted in this Section 13.3 shall terminate only if (1) the Design-Builder terminates this Agreement in accordance with Sections 14.1.1, 14.1.3, 14.1.4, or 14.2.1 or (2) the Owner terminates this Agreement for convenience as provided in Section 14.1.5 and does not compensate the Design-Builder as required under Sections 14.1.6 and 14.1.7. The license granted under this section permits the Owner to authorize the Owner's consultants to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.1.5, solely and exclusively for use in performing services for the Project.

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§ 13.3.1 In the event the Owner uses the Instruments of Service (1) for purposes inconsistent with Section 13.3, (2) after completion of the Project for purposes of altering or adding to the Project without retaining the authors of the Instruments of Service for such purposes, (3) after the Owner terminates this Agreement for convenience, or (4) after the Design-Builder terminates this Agreement in accordance with Sections 14.1.1, 14.1.3, 14.1.4, or 14.2.1, the Owner releases the Design-Builder from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 13.3.1. The terms of this Section 13.3.1 shall not apply if the Owner terminates this Agreement for cause under Section 14.1.4 or 14.2.2. The payment of a Termination Fee or Licensing Fee under Section 14.1.7 shall not relieve the Owner of the release or indemnity obligations of this Section 13.3.1.

§ 13.3.2 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Subcontractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 13. The Design-Builder's licenses from the Architect and its Consultants and Subcontractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Subcontractors terminate their agreements with the Design-Builder for cause, to obtain a non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Subcontractor all amounts due, and (2) provides the Architect, Consultant or Subcontractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant, or Subcontractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 13.3.3 Except as otherwise stated in this Section 13.3, the provisions of this Article 13 shall survive the termination of this Agreement.

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 14.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination under Section 14.1.4 or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 14.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 14.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' notice.

§ 14.1.4 Either party may terminate this Agreement upon not less than seven days' notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 14.1.5 The Owner may terminate this Agreement upon not less than seven days' notice to the Design-Builder for the Owner's convenience and without cause.

§ 14.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses

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directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 14.1.6 be greater than the compensation set forth in Section 2.1.

§ 14.1.7 In addition to any amounts paid under Section 14.1.6, if the Owner terminates this Agreement for its convenience pursuant to Section 14.1.5, or the Design-Builder terminates this Agreement pursuant to Sections 14.1.3 or 14.1.4, the Owner shall pay to the Design-Builder the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

« »

.2 Licensing Fee if the Owner intends to continue using the Design-Builder's Instruments of Service:

« »

§ 14.2 Termination or Suspension Following Execution of the Design-Build Amendment
§ 14.2.1 Termination by the Design-Builder
§ 14.2.1.1 The Design-Builder may terminate this Agreement if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
.3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
.4 The Owner has failed to furnish to the Design-Builder reasonable evidence as required by Section 7.2.7.

§ 14.2.1.2 The Design-Builder may terminate this Agreement if, through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.2.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.2.1.3 If one of the reasons described in Section 14.2.1.1 or 14.2.1.2 exists, the Design-Builder may, upon seven days' notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, or the Design-Builder's Fee on Work not executed if the Contract Sum is based upon the Cost of the Work plus a Fee with or without a Guaranteed Maximum Price, and costs incurred by reason of such termination.

§ 14.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 14.2.1.3.

§ 14.2.2 Termination by the Owner for Cause
§ 14.2.2.1 The Owner may terminate this Agreement if the Design-Builder:

.1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
.2 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
.3 repeatedly refuses or fails to supply a qualified architect, consultant, or subcontractor, where required;

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.4 fails to make payment to the Architect, Consultants, Subcontractors, or suppliers in accordance with their respective agreements with the Design-Builder;
.5 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
.6 is otherwise in breach of a material provision of the Design-Build Documents.

§ 14.2.2.2 When any of the reasons described in Section 14.2.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

.1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
.2 Accept assignment of the Architect, Consultant, and Subcontractor agreements pursuant to Section 3.1.15; and
.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.2.3 When the Owner terminates this Agreement for one of the reasons stated in Section 14.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 14.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of this Agreement.

§ 14.2.3 Suspension by the Owner for Convenience

§ 14.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Design-Builder is responsible; or
.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.2.4 Termination by the Owner for Convenience

§ 14.2.4.1 The Owner may, at any time, terminate this Agreement for the Owner's convenience and without cause.

§ 14.2.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

.1 cease operations as directed by the Owner in the notice;
.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Subcontractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 14.2.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Design-Builder for: Work properly executed; Termination and Licensing Fees set forth in Section 14.1.7; and any other costs incurred by reason of the termination, including costs attributable to termination of Subcontracts.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim"

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also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but, in any case, not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Prior To Final Payment. Prior to final payment, Claims by either the Owner or Design-Builder must be initiated by notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims Arising After Final Payment. After final payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt notice to the other party. The notice requirement in Section 15.1.3.1 and the provisions for Initial Resolution of Claims in Section 15.2 shall not be required as a condition precedent to mediation in Section 15.3.

§ 15.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 15.1.5 Claims for Additional Cost. If the Design-Builder wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Design-Builder wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Design-Builder's Claim shall include an estimate of cost and of the probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- **.1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and
- **.2** damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

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§ 15.2 Initial Resolution of Claims

§ 15.2.1 Meet and Confer

§ 15.2.1.1 If the parties select Meet and Confer as the initial method of dispute resolution, the Owner and Design-Builder shall endeavor to resolve Claims subject to the meet and confer session. The meet and confer session shall be attended by representatives who have the authority to bind the Owner and Design-Builder. The Owner or Design-Builder may request senior representatives from the Architect, Subcontractors, or other interested parties to attend the meet and confer session. The meet and confer session shall take place within thirty (30) days after a request by either party to this Agreement unless the parties mutually agree otherwise.

§ 15.2.1.2 Discussions held during the meet and confer process shall be treated as settlement discussions and, as such, will be confidential.

§ 15.2.1.3 If the Owner and Design-Builder reach a mutually acceptable resolution, appropriate documentation memorializing the resolution shall be prepared. If the resolution results in a change to the Contract Sum or the Contract Time, the parties shall execute a Change Order.

§ 15.2.1.4 If the Owner and Design-Builder cannot reach a mutually acceptable resolution at the meet and confer session, or if the meet and confer session does not take place within the time specified in Section 15.2.1, either party may proceed to mediation in accordance with Section 15.3.

§ 15.2.2 Project Neutral

§ 15.2.2.1 If the parties select a Project Neutral to serve as an initial decision maker of Claims, the Owner and Design-Builder shall share the expense of the Project Neutral.

§ 15.2.2.2 The Project Neutral will review Claims and, within ten days of the receipt of a Claim, take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Project Neutral is unable to resolve the Claim if the Project Neutral lacks sufficient information to evaluate the merits of the Claim or if the Project Neutral concludes that, in the Project Neutral's sole discretion, it would be inappropriate for the Project Neutral to resolve the Claim.

§ 15.2.2.3 In evaluating Claims, the Project Neutral may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Project Neutral in rendering a decision. The retention of such persons shall be a shared expense of the Owner and Design-Builder.

§ 15.2.2.4 If the Project Neutral requests either party to provide a response to a Claim or to furnish additional supporting data, such party shall respond within ten days after receipt of the request and shall either (1) provide a response or the requested supporting data, (2) advise the Project Neutral when the response or supporting data will be furnished or (3) advise the Project Neutral that no response or supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Project Neutral will take one of the actions described in Section 15.2.2.2(2)-(5).

§ 15.2.2.5 Pursuant to Sections 15.2.2.2 through 15.2.2.4 the Project Neutral will render an initial decision approving or rejecting the Claim in whole or in part or indicating that the Project Neutral is unable to resolve the Claim. The initial decision shall (1) be in writing, (2) state the reasons therefore, and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be binding on the parties, but subject to mediation in accordance with the process set forth in Section 15.3 and, if the parties fail to resolve their dispute through mediation, subject to binding dispute resolution in accordance with Section 15.4.

§ 15.2.2.5.1 If an initial decision has not been rendered within 30 days after the Claim has been referred to the Project Neutral, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Project Neutral and all affected parties agree, the Project Neutral will not decide disputes between the Design-Builder and persons or entities other than the Owner.

§ 15.2.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.3.

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§ 15.2.2.7 Either party may, within 30 days from the date of a Project Neutral's initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.3 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety, and request the surety's assistance in resolving the controversy.

§ 15.2.4 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, 15.1.7, and 15.2.2.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The Parties shall endeavor to resolve their Claims by mediation which, unless the Parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order. If an arbitration proceeding is stayed pursuant to this Section 15.3.2, the Parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either Party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the Party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both Parties waive their rights to binding dispute resolution proceedings with respect to the initial decision rendered by the Project Neutral or with respect to Claims that were the subject of the Meet and Confer process.

§ 15.3.4 The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

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§ 15.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either Party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the Party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Design-Builder under this Agreement.

§ 15.5 The provisions of this Article 15 shall survive the termination of this Agreement.

ARTICLE 16 MISCELLANEOUS PROVISIONS

§ 16.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 16.2 Successors and Assigns

§ 16.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants, agreements, and obligations contained in the Design-Build Documents. Except as provided in Section 16.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 16.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate the assignment.

§ 16.2.3 Certifications. If the Owner requests the Design-Builder to execute certificates, the proposed language of such certificates shall be submitted to the Design-Builder for review at least 21 days prior to the requested dates of execution. If the Owner requests the Design-Builder to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Design-Builder for review at least 21 days prior to execution. The Design-Builder shall not be required to execute any certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 16.3 The Design-Builder, Architect, Consultants, Subcontractors, or their agents, or any other persons or entities performing portions of the Work, shall have the right to include video, photographic, or artistic representations of the design of the Project among their respective promotional and professional materials. The Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, shall be given reasonable access to the completed Project to make such representations. However, such material shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Design-Builder in writing of the specific information considered by the Owner to be

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confidential or proprietary. The Owner shall provide professional credit for the Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, in the Owner's promotional materials for the Project. This Section 16.3 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 14.2.2.

§ 16.4 Rights and Remedies

§ 16.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 16.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 16.5 Tests and Inspections

§ 16.5.1 Tests, inspections, and approvals of portions of the Construction Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals, unless otherwise provided in the Design-Build Amendment. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after execution of the Design-Build Amendment. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 16.5.2 If the Owner determines that portions of the Construction Work require additional testing, inspection, or approval not included under Section 16.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 16.5.3, shall be at the Owner's expense, unless otherwise provided in the Design-Build Amendment.

§ 16.5.3 If procedures for testing, inspection, or approval under Sections 16.5.1 and 16.5.2 reveal failure of the portions of the Construction Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense, unless otherwise provided in the Design-Build Amendment.

§ 16.5.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 16.5.5 If the Owner is to observe tests, inspections, or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 16.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 16.6 Confidential Information

§ 16.6.1 If the Design-Builder or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 16.6.2. The obligations in this Section 16.6 shall survive the termination of this Agreement.

§ 16.6.2 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such

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information to its employees, consultants, contractors, or subcontractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, contractors, and subcontractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 16.6. In the event either party knows or reasonably believes that "confidential" or "business proprietary" information received from the other party has been subject to any circumstance where the security, integrity, or confidentiality of any of the "confidential" or "business proprietary" information has been compromised, damaged, lost, corrupted, destroyed, or the "confidential" or "business proprietary" information has been accessed, acquired, modified, used, disclosed, or rendered inaccessible, by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose, the party experiencing the breach will provide written notice to the other party as soon as reasonably possible after it becomes aware of any breach.

§ 16.6.3 "Confidential" or "business proprietary" information shall not include information:

.1 in the public domain, or which later enters the public domain, through no action on the receiving party's part in violation of this Agreement;

.2 already in the receiving party's possession and not marked as "confidential" or "business proprietary" when received;

.3 obtained by the receiving party on a non-confidential basis from a third party not known by the receiving party to be under an obligation of confidentiality; or

.4 that is independently developed by the receiving party without access to, or use of, any "confidential" or "business proprietary" information.

§ 16.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other AIA Contract Documents.

§ 16.8 Interpretation

§ 16.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 16.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

§ 16.9 The invalidity of any provision of this Agreement shall not invalidate this Agreement or its remaining provisions. If it is determined that any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case this Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing this Agreement.

§ 16.10 In accordance with Section 1.1.5, the Design-Builder shall coordinate with the Owner in establishing building information modeling and digital data protocols for the Project governing the development, use, transmission, and exchange of, and reliance on, digital data.

§ 16.10.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its subcontractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 17 SCOPE OF THIS AGREEMENT

§ 17.1 This Agreement is comprised of the following documents:

.1 AIA Document A141®–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project

.2 AIA Document A141®–2024, Exhibit A, Insurance and Bonds

.3 AIA Document A141®–2024, Exhibit B, Design-Build Amendment, if executed

.4 AIA Document A141®–2024, Exhibit C, Sustainable Projects Exhibit, if completed

.5 Other documents, if any, listed below:

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« »

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**DESIGN-BUILDER** *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

DRAFT

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DRAFT AIA® Document A141® – 2024 Exhibit A

Insurance and Bonds

This Exhibit dated the « » day of « » in the year « » (the "Exhibit") is incorporated into AIA Document A141®–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project dated the « » day of « » in the year « » (the "Agreement").
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and location or address)

« »
« »

THE OWNER:
(Name, legal status, and address)

« »« »
« »

THE DESIGN-BUILDER:
(Name, legal status, and address)

« »« »
« »

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 DESIGN-BUILDER'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Design-Builder shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term Agreement refers to AIA Document A141®–2024, Standard Form of Agreement between Owner and Design-Builder for a Traditional Design-Build Project.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

The Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2.

§ A.2.2 Liability Insurance

Prior to commencement of the Work, the Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A141®-2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project. Article 11 of A141-2024 contains additional insurance provisions.

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§ A.2.3 Required Property Insurance

§ A.2.3.1 Prior to commencement of the Construction Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section A.2.3 and, upon the Design-Builder's request, provide a copy of the property insurance policy or policies. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements. Unless this obligation is placed on the Design-Builder pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials supplied or installed by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Design-Builder, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Design-Builder's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Construction Work set forth in Section 12.2.2 of the Agreement.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Construction Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Design-Builder shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Construction Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Construction Work as set forth in Section 12.2.2 of the Agreement, "all-risks" property insurance, on a replacement cost basis, if commercially available, or otherwise on an actual cost value basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1.1, notwithstanding the undertaking of the Construction Work. The Owner shall be responsible for all co-insurance penalties.

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§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[« »] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

« »

[« »] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

« »

[« »] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

« »

[« »] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

« »

[« »] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

« »

[« »] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

« »

[« »] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Construction Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

« »

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.

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(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[« »] **§ A.2.5.1 Cyber Security Insurance** for first party loss due to data security and privacy breach, including coverage of losses for business interruption, cyber-extortion, breach of privacy, and identity theft. The Cyber Security Insurance coverage shall include costs of notifying affected parties, credit monitoring, recovery of compromised data, and forensic investigation of the potential or actual breach. The Cyber Security Insurance shall be subject to the following limits of coverage and other conditions. *(State applicable limits of coverage, including aggregate limits and sub-limits, and other conditions.)*

« »

[« »] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 DESIGN-BUILDER'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Design-Builder's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Design-Builder shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Design-Builder.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Design-Builder shall cause the commercial general liability coverage to include (1) the Owner as an additional insured for claims caused in whole or in part by the Design-Builder's negligent acts or omissions during the Design-Builder's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Design-Builder's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04.

§ A.3.2 Design-Builder's Required Insurance Coverage

§ A.3.2.1 Prior to commencement of the Work, the Design-Builder shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Construction Work as set forth in Section 12.2.2 of the Agreement, unless a different duration is stated below:
(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of the Construction Work, state the duration.)

« »

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of « » ($ « ») each occurrence, « » ($ « ») general aggregate, and « » ($ « ») aggregate for products-completed operations hazard, providing coverage for claims including

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.1 damages because of bodily injury, sickness, or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Design-Builder's indemnity obligations under Section 3.1.14 of the Agreement.

§ A.3.2.2.2 The Design-Builder's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Design-Builder's Construction Work arising out of the products-completed operations hazard where the damaged Construction Work or the Construction Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.1.14 of the Agreement arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Construction Work is to be performed on such a project.
.8 Claims related to roofing, if the Construction Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco, or similar exterior coatings or surfaces, if the Construction Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement.
.11 Claims related to explosion, collapse, and underground hazards, where the Construction Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Design-Builder, with policy limits of « » ($ « ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits of « » ($ « ») each accident, « » ($ « ») each employee, and « » ($ « ») policy limit.

§ A.3.2.7 Professional Liability insurance covering performance of professional services, with policy limits of « » ($ « ») per claim and « » ($ « ») in the aggregate. The Professional Liability insurance shall be effective from the earliest date that the design services of the Design-Builder, the Architect, or Consultants commenced for the Project until completion of the period for correction of the Construction Work. The coverage required by this Section is in addition to any professional liability coverage the Design-Builder requires of the Architect, Consultants, or Subcontractors.

§ A.3.2.8 Pollution Liability insurance with policy limits of « » ($ « ») per claim and « » ($ « ») in the aggregate covering the transportation, dissemination, use, or release of pollutants.

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§ A.3.2.9 Cyber Security Insurance for first- and third-party loss due to data security and privacy breach, including coverage of losses for business interruption, cyber-extortion, breach of privacy and identity theft. The Cyber Security Insurance coverage shall include costs of notifying affected parties, credit monitoring, recovery of compromised data, and forensic investigation of the potential or actual breach. The Cyber Security Insurance shall be subject to the following limits of coverage and other conditions:
(State applicable limits of coverage, including aggregate limits and sub-limits, and other conditions.)

« »

§ A.3.2.10 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Construction Work involves hazards arising from work on or near navigable waterways, including vessels and docks.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Construction Work requires such activities, with policy limits of « » ($ « ») per claim and « » ($ « ») in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, including drones, if the Construction Work requires such activities, with policy limits of « » ($ « ») per claim and « » ($ « ») in the aggregate.

§ A.3.3 Design-Builder's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of the Construction Work as set forth in Section 12.2.2 of the Agreement, unless a different duration is stated below:
(If the Design-Builder is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of the Construction Work, state the duration.)

« »

§ A.3.3.2 The Design-Builder shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Design-Builder is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[« »] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this Section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Design-Builder shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Design-Builder shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Design-Builder shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the Agreement unless otherwise set forth below:
(Where the Design-Builder's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the Agreement, indicate the responsible party below.)

« »

[« »] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of « » ($ « ») per claim and « » ($ « ») in the aggregate, for Construction Work within fifty (50) feet of railroad property.

[« »] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of « » ($ « ») per claim and « » ($ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage,

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transportation, and disposal of asbestos-containing materials.

[« »] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[« »] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Design-Builder and used on the Project, including scaffolding and other equipment.

[« »] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Design-Builder and any applicable limits.)

Coverage	Limits

§ A.3.4 Insurance Coverage Required of Design-Builder's Architect, Consultants, and Subcontractors
The Design-Builder shall require the Architect, Consultants, and Subcontractors to purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Design-Builder shall obligate the Architect, Consultants, and Subcontractors to maintain the required insurance until the expiration of the period for correction of the Construction Work as set forth in Section 12.2.2 of the Agreement, unless a different duration is stated below.
(List below the types of insurance required of the Design-Builder's Architect, Consultants, and Subcontractors and any applicable limits. In addition, if the Design-Builder is to obligate the Architect, Consultants, or Subcontractors to maintain any of the types of insurance indicated below for a duration other than the expiration of the period for correction of the Construction Work, state the duration.)

« »

§ A.3.5 Performance Bond and Payment Bond
The Design-Builder shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312®, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS
§ A.4.1 The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subcontractors, sub-subcontractors, agents, and employees, each of the other; and (2) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for losses to the extent those losses are covered by cyber-insurance required by this Agreement, except such rights as they have to proceeds of such insurance. The Owner or Design-Builder, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Separate Contractors, consultants, subcontractors, and sub-subcontractors.

§ A.4.2 Other special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

« »

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DRAFT AIA® Document A141® – 2024 Exhibit B

Design-Build Amendment

This Amendment dated the « » day of « » in the year « » (the "Amendment") is incorporated into, and amends, AIA Document A141®–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project dated the « » day of « » in the year « » (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and location or address)

« »
« »

THE OWNER:
(Name, legal status, and address)

« »« »
« »

THE DESIGN-BUILDER:
(Name, legal status, and address)

« »« »
« »

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

B.1 CONTRACT SUM

B.2 CONTRACT TIME

B.3 INFORMATION UPON WHICH AMENDMENT IS BASED

B.4 DESIGN-BUILDER'S KEY PERSONNEL, CONSULTANTS, SUBCONTRACTORS, AND SUPPLIERS

B.5 OWNER'S SEPARATE CONTRACTORS

B.6 COST OF THE WORK

ARTICLE B.1 CONTRACT SUM

§ B.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Agreement after the execution of this Amendment. The Contract Sum shall be the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment. The Contract Sum shall include Early Release Work but shall not include any other compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment. The Contract Sum shall be one of the following:

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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(Check the appropriate box.)

[« »] Stipulated Sum, in accordance with Section B.1.2 below

[« »] Cost of the Work plus the Design-Builder's Fee, in accordance with Section B.1.3 below

[« »] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section B.1.4 below

(Based on the selection above, complete Section B.1.2, B.1.3 or B.1.4 below.)

§ B.1.2 Stipulated Sum

§ B.1.2.1 The Stipulated Sum shall be « » ($ « »), subject to authorized adjustments as provided in the Design-Build Documents.

§ B.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

« »

§ B.1.2.3 Unit prices, if any:
(Identify the item and state the unit price, and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ B.1.2.4 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

Item	Price

§ B.1.3 Cost of the Work Plus Design-Builder's Fee

§ B.1.3.1 The Cost of the Work is as defined in Article B.6, Cost of the Work.

§ B.1.3.2 The Design-Builder's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)

« »

§ B.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ B.1.4.1 The Cost of the Work is as defined in Article B.6, Cost of the Work.

§ B.1.4.2 The Design-Builder's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

« »

§ B.1.4.3 Guaranteed Maximum Price

§ B.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed « » ($ « »), subject to additions and deductions by changes in the Work as provided in the Design-Build

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Documents. This maximum sum is referred to in the Design-Build Documents as the Guaranteed Maximum Price. The Guaranteed Maximum Price shall include all sales, consumer, use and similar taxes for the Work provided by the Design-Builder that are legally enacted, whether or not yet effective, at the time this Amendment is executed. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.
(Insert specific provisions if the Design-Builder is to participate in any savings.)

« »

§ B.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price
Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price, including Design Services to be performed after execution of the Design-Build Amendment and Early Release Work.
(Provide itemized statement below or reference an attachment.)

« »

§ B.1.4.3.3 Alternates
§ B.1.4.3.3.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§ B.1.4.3.3.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit B. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ B.1.4.3.4 Unit prices, if any:
(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ B.1.4.3.5 Allowances, if any:
(Identify each allowance.)

Item	Price

§ B.1.4.3.6 Assumptions and clarifications, if any, on which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

« »

§ B.1.4.3.7 To the extent that the Design-Build Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Design-Build Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

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§ B.1.5 Payments

§ B.1.5.1 Progress Payments

§ B.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ B.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ B.1.5.1.3 Provided that an Application for Payment is received not later than the « » day of the month, the Owner shall make payment of the amount certified to the Design-Builder not later than the « » day of the « » month. If an Application for Payment is received by the Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » (« ») days after the Owner receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ B.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that payments already made by the Design-Builder on account of the Cost of the Work equal or exceed progress payments already received by the Design-Builder plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Design-Builder's Fee.

§ B.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Design-Builder's Fee.

§ B.1.5.1.6 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. The schedule of values shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ B.1.5.1.7 The allocation of the Guaranteed Maximum Price under this Section B.1.5.1 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ B.1.5.1.8 When the Design-Builder allocates costs from a contingency to another line item in the schedule of values, the Design-Builder shall submit supporting documentation to the Owner.

§ B.1.5.1.9 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections B.1.5.1.4 or B.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ B.1.5.1.10 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ B.1.5.2 Progress Payments—Stipulated Sum

§ B.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

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§ B.1.5.2.2 In accordance with AIA Document A141®–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project, and subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

§ B.1.5.2.2.1 The amount of each progress payment shall include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Change Directives that the Owner determines to be reasonably justified.

§ B.1.5.2.2.2 The amount of each progress payment shall be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Owner has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A141–2024;

.3 Any amount for which the Design-Builder does not intend to pay a Subcontractor, sub-subcontractor, or material supplier, unless the Work has been performed by others the Subcontractor intends to pay;

.4 Any amount for which the Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A141–2024; and

.5 Retainage withheld pursuant to Section B.1.5.2.3.

§ B.1.5.2.3 Retainage

§ B.1.5.2.3.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« »

§ B.1.5.2.3.2 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as Design Services, general conditions, bonds, insurance, etc.)

« »

§ B.1.5.2.3.3 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section B.1.5.2.3.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section B.1.5.2.3.4, insert provisions for such modifications.)

« »

§ B.1.5.2.3.4 Upon Substantial Completion of the Work, the Design-Builder may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment, except as follows:
(Insert any conditions precedent to the release of all or a portion of the retainage, such as correction of the Construction Work, consent of surety, etc.)

« »

§ B.1.5.2.3.5 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ B.1.5.3 Progress Payments—Cost of the Work Plus a Fee

§ B.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.

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§ B.1.5.3.2 In accordance with AIA Document A141–2024, and subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

§ B.1.5.3.2.1 The amount of each progress payment shall include:

.1 The Cost of the Work as described in Article B.6;

.2 That portion of Change Directives that the Owner determines to be reasonably justified; and

.3 The Design-Builder's Fee computed upon the Cost of the Work described in Section B.1.5.3.2.1.1 at the rate stated in Section B.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in Section B.1.3.2 an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section B.1.5.3.2.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ B.1.5.3.2.2 The amount of each progress payment shall be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Owner has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A141–2024;

.3 Any amount for which the Design-Builder does not intend to pay a Subcontractor, sub-subcontractor, or material supplier, unless the Work has been performed by others the Design-Builder intends to pay;

.4 Any amount for which the Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A141–2024;

.5 The shortfall, if any, indicated by the Design-Builder in the documentation required by Section B.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section B.1.5.3.3.

§ B.1.5.3.3 Retainage

§ B.1.5.3.3.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« »

§ B.1.5.3.3.2 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as Design Services, general conditions, bonds, insurance, etc.)

« »

§ B.1.5.3.3.3 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section B.1.5.3.3.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section B.1.5.3.3.4, insert provisions for such modification.)

« »

§ B.1.5.3.3.4 Upon Substantial Completion of the Work, the Design-Builder may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment except as follows:
(Insert any conditions precedent to the release of all or a portion of the retainage, such as correction of the Construction Work, consent of surety, etc.)

« »

§ B.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ B.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the

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period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ B.1.5.4.2 In accordance with AIA Document A141–2024, and subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

§ B.1.5.4.3 The amount of each progress payment shall include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Change Directives that the Owner determines to be reasonably justified; and

.4 The Design-Builder's Fee, computed upon the Cost of the Work described in Sections B.1.5.4.3.1 and B.1.5.4.3.2 at the rate stated in Section B.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections B.1.5.4.3.1 and B.1.5.4.3.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ B.1.5.4.4 The amount of each progress payment shall be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Owner has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A141–2024;

.3 Any amount for which the Design-Builder does not intend to pay a Subcontractor, sub-subcontractor, or material supplier, unless the Work has been performed by others the Design-Builder intends to pay;

.4 Any amount for which the Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A141–2024;

.5 The shortfall, if any, indicated by the Subcontractor in the documentation required by Section B.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section B.1.5.4.5.

§ B.1.5.4.5 Retainage

§ B.1.5.4.5.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« »

§ B.1.5.4.5.2 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as Design Services, general conditions, bonds, insurance, etc.)

« »

§ B.1.5.4.5.3 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section B.1.5.4.5.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section B.1.5.4.5.4, insert provisions for such modification.)

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« »

§ B.1.5.4.5.4 Upon Substantial Completion of the Work, the Design-Builder may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment, except as follows:
(Insert any conditions precedent to the release of all or a portion of the retainage, such correction of the Construction Work, consent of surety, etc.)

« »

§ B.1.5.5 Final Payment

§ B.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after:

.1 the Design-Builder has fully performed the Agreement, except for the Design-Builder's responsibility to correct Construction Work as provided in Article 12 of AIA Document A141–2024, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Design-Builder has submitted a final Application for Payment and, if the Contract Sum is based on the Cost of the Work, a final accounting for the Cost of the Work;

.3 a final Certificate for Payment has been issued by the Owner in accordance with Article 9 of AIA Document A141–2024;

.4 other conditions precedent to the Owner's obligations to issue final payment to the Design-Builder:
(Insert any other conditions precedent to final payment.)

« »

§ B.1.5.5.2 If the Contract Sum is based on the Cost of the Work, within 30 days of the Owner's receipt of the Design-Builder's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Design-Builder that it will not conduct an audit.

§ B.1.5.5.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Design-Builder.

§ B.1.5.5.2.2 Within seven days after receipt of the written report described in Section B.1.5.5.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section B.1.5.5.1 have been met, the Owner will either issue a final Certificate for Payment to the Design-Builder, or notify the Design-Builder in writing of the Owner's reasons for withholding a certificate. The time periods stated in this Section B.1.5.5.2.2 supersede those stated in Article 9 of AIA Document A141–2024. The Owner is not responsible for verifying the accuracy of the Design-Builder's final accounting.

§ B.1.5.5.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Design-Builder's final accounting, is less than the amount claimed by the Design-Builder, the Design-Builder shall be entitled to request mediation of the disputed amount pursuant to Article 15 of the AIA Document A141–2024, without seeking an initial resolution of the claim pursuant to Article 15 of AIA Document A141–2024. A request for mediation shall be made by the Design-Builder within 30 days after the Design-Builder's receipt of a copy of the Owner's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Design-Builder. Pending a final resolution of the disputed amount, the Owner shall pay the Design-Builder the amount substantiated by the Owner's auditors within 30 days or such shorter period required by law.

§ B.1.5.5.3 If, subsequent to final payment, and at the Owner's request, the Design-Builder incurs costs, described in Sections B.6.2, and not excluded by Section B.6.3, to correct defective or nonconforming Construction Work, the Owner shall reimburse the Design-Builder for such costs, and the Design-Builder's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price, if the Contract Sum is based on the Cost of the Work subject to a Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section B.1.4, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section B.1.5.5.3 in determining the net amount to be paid by the Owner to the Design-Builder.

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ARTICLE B.2 CONTRACT TIME

§ B.2.1 The date of commencement of the Construction Work shall be:
(Check one of the following boxes.)

[« »] The date of execution of this Amendment.

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Construction Work.)

« »

If a date of commencement of the Construction Work is not selected, then the date of commencement of the Construction Work shall be the date of execution of this Amendment.

§ B.2.1.1 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Design-Build Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Construction Work.

§ B.2.2 Substantial Completion

§ B.2.2.1 Subject to adjustments of the Contract Time as provided in the Design-Build Documents, the Design-Builder shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ B.2.2.2 Subject to adjustments of the Contract Time as provided in the Design-Build Documents, if portions of the Work are to be Substantially Complete prior to Substantial Completion of the entire Work, the Design-Builder shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ B.2.2.3 Other:
(Insert provisions for bonus, shared savings, cost savings, or other incentives, if any, that might result in a change to the Contract Sum or Guaranteed Maximum Price.)

« »

ARTICLE B.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ B.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ B.3.1.1 The following Supplementary and other Conditions of the Agreement:

Document	Title	Date	Pages

§ B.3.1.2 The following Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Amendment.)

« »

Section	Title	Date	Pages

§ B.3.1.3 The following Drawings:

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(Either list the Drawings here or refer to an exhibit attached to this Amendment.)

« »

Number	Title	Date

§ B.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective, identify the document or documents that comprise the Sustainability Plan by title, date, and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

« »

§ B.3.1.5 Assumptions and clarifications, if any:
(Identify each assumption and clarification.)

« »

§ B.3.1.6 Deviations from the Owner's Criteria as adjusted by a Modification:

« »

§ B.3.1.7 To the extent the Design-Builder shall be required to submit any Submittals to the Owner for review, indicate any such submissions below:
(List any Submittals that the Design-Builder is required to submit to the Owner for review.)

« »

§ B.3.1.8 Owner's Intended BIM Uses
The Owner intends to utilize Building Information Modeling ("Model") on the Project for the following post construction uses. Any use in addition to those identified below shall be at the Owner's sole risk:
(Examples include building system maintenance, building system analysis, asset management, space management and tracking, disaster planning, and record modeling.)

« »

§ B.3.1.8.1 The Owner agrees that the extent of its reliance on any Model, or a portion thereof, shall be in accordance with a BIM Execution Plan agreed to by the Parties. If the Parties do not agree to a BIM Execution Plan, the Owner's reliance on any Model shall be at the Owner's sole risk.

ARTICLE B.4 DESIGN-BUILDER'S KEY PERSONNEL, CONSULTANTS, SUBCONTRACTORS, AND SUPPLIERS
§ B.4.1 The Design-Builder's key personnel are identified below:
(Identify name, title, and contact information.)

.1 Superintendent

« »

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.2 Project Manager

« »

.3 Others

« »

§ B.4.2 In addition to the persons or entities identified in the Agreement, the Design-Builder shall retain the following Consultants, Subcontractors, and suppliers, identified below:
(List name, discipline, address, and other information.)

« »

ARTICLE B.5 OWNER'S SEPARATE CONTRACTORS

§ B.5.1 The Owner shall retain the following Separate Contractors to perform construction or operations related to the Project:
(List name, discipline, address, and other information for each Separate Contractor and identify the construction or operations to be performed by such Separate Contractor.)

« »

ARTICLE B.6 COST OF THE WORK

§ B.6.1 The term Cost of the Work shall mean costs necessarily incurred by the Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Section B.6.2.

§ B.6.1.2 Where, pursuant to the Design-Build Documents, any cost is subject to the Owner's prior approval, the Design-Builder shall obtain such approval in writing prior to incurring the cost.

§ B.6.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ B.6.2 Cost to Be Reimbursed as Part of the Contract

§ B.6.2.1 Labor Costs

§ B.6.2.1.1 Wages or salaries of construction workers directly employed by the Design-Builder to perform the Construction Work at the site or, with the Owner's prior approval, at off-site workshops.

§ B.6.2.1.2 Wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site and performing Construction Work, with the Owner's prior approval.

§ B.6.2.1.3 Wages or salaries of the Design-Builder's supervisory and administrative personnel when performing Construction Work and stationed at a location other than the site, but only for that portion of time required for the Construction Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Construction Work.)

« »

§ B.6.2.1.4 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Construction Work, but only for that portion of their time required for the Construction Work.

§ B.6.2.1.5 Costs paid or incurred by the Design-Builder, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section B.6.2.1.

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§ B.6.2.1.6 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ B.6.2.2 Consultant and Subcontract Costs. Payments made by the Design-Builder to the Architect, Consultants, Subcontractors, and suppliers in accordance with the requirements of their subcontracts or similar agreements.

§ B.6.2.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ B.6.2.3.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ B.6.2.3.2 Costs of materials described in the preceding Section B.6.2.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Construction Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ B.6.2.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ B.6.2.4.1 Costs of transportation, storage, installation, maintenance, dismantling, and removal of materials, supplies, temporary facilities, machinery, equipment, and costs of hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Construction Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ B.6.2.4.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site, and costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Design-Builder, or a related party as defined in Section B.6.2.7 shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ B.6.2.4.3 Costs of removal of debris from the site of the Construction Work and its proper and legal disposal.

§ B.6.2.4.4 Costs of the Design-Builder's site office, including general office equipment and supplies.

§ B.6.2.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ B.6.2.5 Miscellaneous Costs

§ B.6.2.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract.

§ B.6.2.5.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Design-Build Documents, with the Owner's prior approval.

§ B.6.2.5.1.2 Costs for insurance through a captive insurer owned or controlled by the Design-Builder, with the Owner's prior approval.

§ B.6.2.5.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Design-Builder is liable.

§ B.6.2.5.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Design-Builder is required by the Design-Build Documents to pay.

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§ B.6.2.5.4 Fees of laboratories for tests required by the Design-Build Documents; except those related to defective or nonconforming Construction Work for which reimbursement is excluded under Article 12 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section B.6.2.6.3.

§ B.6.2.5.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Design-Build Documents.

§ B.6.2.5.5.1 The cost of defending suits or claims for infringement of patent rights arising from Owner-imposed requirements in the Design-Build Documents, payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Design-Builder had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Design-Builder failed to promptly furnish such information to the Owner as required by Article 3 of AIA Document A141–2024. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Design-Builder's Fee or subject to the Guaranteed Maximum Price.

§ B.6.2.5.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ B.6.2.5.7 Costs of document reproductions and delivery charges.

§ B.6.2.5.8 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ B.6.2.5.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ B.6.2.5.10 Expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation and temporary living allowances of the Design-Builder's personnel required for the Work, with the Owner's prior approval.

§ B.6.2.5.11 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ B.6.2.6 Other Costs and Emergencies

§ B.6.2.6.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ B.6.2.6.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A141-2024.

§ B.6.2.6.3 Costs of repairing or correcting damaged or nonconforming Construction Work executed by the Design-Builder, Subcontractors, or suppliers, provided that such damaged or nonconforming Construction Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Design-Builder, and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Subcontractors, suppliers, or others.

§ B.6.2.6.4 Costs of implementation of, and compliance with, protective safeguards that may be required under the Design-Builder's or Owner's builder's risk policy.

§ B.6.2.7 Related Party Transactions

§ B.6.2.7.1 For purposes of this Section B.6.2.7, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Design-Builder; (2) any entity in which any stockholder in, or management employee of, the Design-Builder holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Design-Builder; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Design-Builder.

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§ B.6.2.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Section B.6.5. If the Owner fails to authorize the transaction in writing, the Design-Builder shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Section B.6.5.

§ B.6.3 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section B.6.2.1 or as may be provided elsewhere in the Agreement;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Design-Builder or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Design-Builder's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Section B.6.2;
- **.5** The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- **.6** Except as provided in Section B.6.2.6.3 of this Amendment, costs due to the negligence of, or failure to fulfill a specific responsibility of the Agreement by, the Design-Builder, Contractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- **.7** Any cost not specifically and expressly described in Section B.6.2; and
- **.8** Costs, other than costs included in Modifications approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ B.6.4 Discounts, Rebates, and Refunds

§ B.6.4.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ B.6.4.2 Amounts that accrue to the Owner in accordance with Section B.6.4.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ B.6.5 Other Agreements

§ B.6.5.1 Those portions of the Construction Work that the Design-Builder does not customarily perform with the Design-Builder's own personnel shall be performed under subcontracts or other appropriate agreements with the Design-Builder. The Owner may designate specific persons from whom, or entities from which, the Design-Builder shall obtain bids. The Design-Builder shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Construction Work, who are qualified to perform that portion of the Construction Work in accordance with the requirements of the Design-Build Documents. The Design-Builder shall deliver such bids to the Owner with an indication as to which bids the Design-Builder intends to accept. The Owner then has the right to review the Design-Builder's list of proposed Subcontractors and suppliers and, subject to Section 5.9.1.1 of the Agreement, to object to any Subcontractor or supplier. Any approval or objection by the Owner shall not relieve the Design-Builder of its responsibility to perform the Construction Work in accordance with the Design-Build Documents. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has reasonable objection.

§ B.6.5.1.1 When a specific Subcontractor or supplier (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Construction Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another

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bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the Subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ B.6.5.2 Subcontracts or other agreements shall conform to the applicable payment provisions of the Design-Build Documents and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Design-Builder shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Design-Builder in this Amendment.

§ B.6.6 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the Cost of the Work and exercise such controls, as may be necessary for proper financial management under the Agreement and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor invoices, purchase orders, vouchers, memoranda, and other data relating to this Agreement. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ B.6.7 Relationship of the Parties

If the basis of payment to the Design-Builder is the Cost of the Work plus a Fee without a Guaranteed Maximum Price or the Cost of the Work plus a Fee with a Guaranteed Maximum Price, the Design-Builder accepts the relationship of trust and confidence established by the Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Design-Builder and to make payments to the Design-Builder in accordance with the requirements of the Design-Build Documents.

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**DESIGN-BUILDER** *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

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CITY OF EVANSTON

PROFESSIONAL SERVICES AGREEMENT

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

Fountain Square Fountain Maintenance

("the Project")

RFP Number: 25-XX

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this ___ day of _____, 20___, between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the "City"), and *[Insert Professional Service Provider's name here]*, with offices located at *[Insert address here]*, (hereinafter referred to as the "Consultant"). Compensation for all basic Services ("the Services") provided by the Consultant pursuant to the terms of this Agreement shall not exceed $*[Insert fee here]*.

I. COMMENCEMENT DATE

Consultant shall commence the Services on June 1, 2027 or no later than three (3) DAYS AFTER City executes and delivers this Agreement to Consultant.

II. COMPLETION DATE

Consultant shall complete the Services by October 15, 2032. If this Agreement provides for renewals after an initial term, no renewal shall begin until agreed to in writing by both parties prior to the completion date of this Agreement.

III. PAYMENTS

City shall pay Consultant those fees as provided here: Payment shall be made upon the completion of each task for a project, as set forth in Exhibit A – Project Milestones and Deliverables. Any expenses in addition to those set forth here must be specifically approved by the City in writing in advance.

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the "Services") set forth here: Services are those as defined in Exhibit A, the Maintenance Requirements (Exhibit B) and

Consultant's Proposal (Exhibit C). Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit D).

V. GENERAL PROVISIONS

A. Services. Consultant shall perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of format) provided by Consultant shall be in accordance with the standards of reasonable care and skill of the profession, free from errors or omissions, ambiguities, coordination problems, and other defects. Consultant shall take into account any and all applicable plans and/or specifications furnished by City, or by others at City's direction or request, to Consultant during the term of this Agreement. All materials, buildings, structures, or equipment designed or selected by Consultant shall be workable and fit for the intended use thereof, and will comply with all applicable governmental requirements. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City while working and to perform its Services in a manner which does not unreasonably interfere with the City's business and operations, or the business and operations of other tenants and occupants in the City which may be affected by the work relative to this Agreement. Consultant shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of City or other parties that may be affected in connection therewith. If requested by City, Consultant shall promptly replace any employee or agent performing the Services if, in the opinion of the City, the performance of the employee or agent is unsatisfactory.

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. 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. Consultant acknowledges and agrees that should Consultant or its sub-consultants provide false information, or fail to be or remain in compliance with this Agreement; the City may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Consultant's work and all indemnity and insurance requirements.

The Consultant 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. If the Consultant sub-contracts any of the services to be performed under this Agreement, the sub-consultant 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 Consultant shall be responsible for the accuracy and quality of any sub-consultant's work.

All sub-consultant agreements shall include verbatim or by reference the provisions in this Agreement binding upon Consultant as to all Services provided by this Agreement, such that it is binding upon each and every sub-consultant that does work or provides Services under this Agreement.

The Consultant 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 the City, any of its departments, and/or OSHA relative to this Project, as necessary. Consultant 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.

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

B. **Representation and Warranties.** Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Services; (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.

C. **Breach/Default.** Any one of the following events shall be deemed an event of default hereunder by Consultant, subject to Consultant's right to cure:

1. Failure to perform the Services as defined in Paragraph A above and contained within Exhibit A;
2. Failure to comply with any other of the General Provisions contained within this contract.

Consultant, within thirty (30) days, shall have the right to cure any default herein listed at its own expense, including completion of Services or the replacement or termination of any agent, employee, or sub-contractor as a result of any violation of the General Provisions contained herein.

D. **Remedy.** City does not waive any right to exercise any option to cure any breach or default on the part of contractor, including but not limited to injunctive relief, an action in law or equity or termination of this Agreement as outlined in Paragraph E of this section.

E. **Termination.** City may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the City

terminates this agreement, the City will make payment to Consultant for Services performed prior to termination. 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. 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 terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant 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 2025, PDF, ArcView, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.

F. **Independent Consultant.** Consultant's status shall be that of an independent Consultant and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City, including but not limited to all policies and work rules applicable to City employees while on City property such as the Workplace Harassment Policy; COVID-19 Vaccination Policy; and Drug and Alcohol Policy. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto. Consultant shall certify that its agents, employees and subcontractors are in compliance with City work rules applicable to City employees while on City property. Failure to certify or violation of work rules is subject to the Default provisions of Paragraph C.

G. **Conflict of Interest.** Consultant represents and warrants that no prior or present services provided by Consultant to third parties conflict with the interests of City in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Consultant to City and consented to in writing to City.

H. **Ownership of Documents and Other Materials.** All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, AutoCAD Version 2025, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without

payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Consultant shall promptly deliver all such materials to City. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of City, provided, however, that Consultant may retain copies of the same for Consultant's own general reference.

I. Payment. Invoices for payment shall be submitted by Consultant to City at the address set forth above, together with reasonable supporting documentation, City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City's receipt of an invoice and all such supporting documentation.

J. Right to Audit. Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.

K. Indemnity. Consultant 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 Consultant or Consultant'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.

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 Consultant 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, Consultant 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 Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant 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, Consultant 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 Consultant 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.

Consultant 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-consultants' work. Acceptance of the work by the City will not relieve the Consultant 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. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

L. **Insurance.** Consultant 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 Consultant, and insuring Consultant against claims which may arise out of or result from Consultant's performance or failure to perform the Services hereunder: (1) worker's compensation in statutory limits and employer's liability insurance in the amount of at least $500,000, (2) comprehensive general liability coverage, and designating City as additional insured for not less than $3,000,000 combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned, non-owned and leased vehicles for not less than $1,000,000 combined single limit for bodily injury, death or property damage, per occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least $1,000,000. Consultant shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Consultant performs any Services, and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. The City may also require Consultant to provide copies of the Additional Insured Endorsement to said policy (ies) which name the City as an Additional Insured for all of Consultant's Services and work under this Agreement. Any

limitations or modification on the certificate of insurance issued to the City in compliance with this Section that conflict with the provisions of this Section shall have no force and effect. Consultant'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 City. Consultant understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Consultant and its sub-contractors from the requirements set forth herein. Consultant 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. In the event Consultant fails to purchase or procure insurance as required above, the parties expressly agree that Consultant 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 Consultant.

Consultant acknowledges and agrees that if it fails to comply with all requirements of this Section, that the City may void this Agreement.

M. Confidentiality. In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City's written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

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 Consultant's control, the Consultant 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 Consultant 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. Vendor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Vendor 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.

N. **Use of City's Name or Picture of Property.** Consultant shall not in the course of performance of this Agreement or thereafter use or permit the use of City's name nor the name of any affiliate of City, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of Consultant, nor disclose or transmit the same to any other party.

O. **No Assignments or Sub-contracts.** Consultant shall not assign or sub-contract all or any part or its rights or obligations hereunder without City's express prior written approval. Any attempt to do so without the City's prior consent shall, at City's option, be null and void and of no force or effect whatsoever. Consultant shall not employ, contract with, or use the services of any other architect, interior designer, engineer, consultant, special contractor, or other third party in connection with the performance of the Services without the prior written consent of City.

P. **Compliance with Applicable Statutes, Ordinances and Regulations.** In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Consultant's sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its own expense, criminal and driver history background checks of Consultant's officers, employees, sub-contractors, or agents. Consultant shall immediately reassign any such individual who in the opinion of the City does not pass the background check.

Q. **Liens and Encumbrances.** Consultant, for itself, and on behalf of all sub-contractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law mechanics' materialmen's' or other such lien claims, or rights to place a lien upon City property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. Consultant further agrees, as and to the extent of payment made hereunder, to execute a sworn affidavit respecting the payment and lien releases of all sub-contractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by City. Consultant shall protect City from all liens for labor performed, material supplied or used by Consultant and/or any other person in connection with the Services undertaken by consultant hereunder, and shall not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any sub-consultant, supplier or materialmen, or other person, firm or corporation, upon City property or any improvements thereon, by reason or any claim or demand against Consultant or otherwise in connection with the Services.

R. **Notices.** Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to City as follows: City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201, Attention: Purchasing Division and to Consultant at the address first above set

forth, or at such other address or addresses as City or Consultant may from time to time designate by notice given as above provided.

S. **Attorney's Fees.** In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the City shall recover from the Consultant as part of the judgment against Consultant, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.

T. **Waiver.** Any failure or delay by City to enforce the provisions of this Agreement shall in no way constitute a waiver by City of any contractual right hereunder, unless such waiver is in writing and signed by City.

U. **Severability.** In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.

V. **Choice of Law.** The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute under this Agreement. The City does not waive tort immunity by entering into this Agreement.

W. **Time.** Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

X. **Survival.** Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

VI. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Consultant'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.

During the performance of the contract, the Consultant 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.

VII. SEXUAL HARASSMENT POLICY

The Consultant 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 Consultant'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.

VIII. CONSULTANT CERTIFICATIONS

A. Consultant acknowledges and agrees that should Consultant or its sub-consultant provide false information, or fails to be or remain in compliance with the Agreement, the City may void this Agreement.

B. Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. Section 1201 et seq.) and applicable rules in performance under this Agreement.

C. If Consultant, or any officer, director, partner, or other managerial agent of Consultant, 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, Consultant certifies at least five years have passed since the date of the conviction.

D. Consultant certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).

E. In accordance with the Steel Products Procurement Act, Consultant 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.

F. Consultant 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.

G. If more favorable terms are granted by Consultant 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 shall be applicable under this Agreement.

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

IX. INTEGRATION

This Agreement, together with Exhibits A, B, C, and D 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.

In the event of any inconsistency between this Agreement, and any Exhibits, this Agreement shall control over the Exhibits. In no event shall any proposal or contract form submitted by Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.

IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

CONSULTANT:

By: _____

Its: _____

FEIN Number: _____

Date: _____

CITY OF EVANSTON
2100 RIDGE AVENUE
EVANSTON, IL 60201

By:_____
Luke Stowe
Its: City Manager

Date:_____

Approved as to form:

By: _____

Alexandra Ruggie
Its: Corporation Counsel

EXHIBIT A – Project Milestones and Deliverables

This EXHIBIT A to that certain Consulting Agreement dated _____ between the City of Evanston, 2100 Ridge Avenue, Evanston, Illinois, 60201("City") and _____ ("Consultant") sets forth the Commencement and Completion Date, Services, Fees, and Reimbursable Expenses as follows:

I. COMMENCEMENT DATE: June 1, 2027

II. COMPLETION DATE: October 15, 2032

III. FEES:

IV. SERVICES/SCOPE OF WORK:

As defined in the Maintenance Requirements (Exhibit B) and Consultants Response to Proposal (Exhibit C) Dated: _____

Fountain System Maintenance Requirements

PART 1 - PRE-START-UP CHECKLIST - ITEMS TO BE INSPECTED IN THE POOL

			YES	NO
1.	Nozzles	Location within pool to dwgs	o	o
2.	Stub-Ups	Location within pool to dwgs	o	o
3.	Overflow Drains	Location within pool to dwgs	o	o
4.	Suction Drains	Location within pool to dwgs	o	o
5.	Electrical Stub-ups	Location within pool to dwgs	o	o
6.	Junction Boxes	Location within pool to dwgs	o	o
		Can junction box be spun onto stub up	o	o
7.	Gratings	Installed to manufacturer's specs	o	o
		Penetrations located correctly	o	o
		Easy to reassemble	o	o
8.	Water Feature Construction	Pool level	o	o
		Wall details – coping, tile complete	o	o
9.	Waterproofing	Tested and water tightness verified	o	o
10.	Plumbing/piping installed		o	o
11.	Water level sensor in pool (to be adjusted by Specialty Equipment Supplier)		o	o
12	Drainage connection for overflow and pool drains		o	o
13.	Inventory of items on site completed		o	o
14.	Grounding of in pool components completed		o	o

15.	Copies of inspection/test certificates (if required)	o	o
16.	Wiring within pool completed	o	o

PART 2 - PRE-START-UP CHECKLIST - ITEMS TO BE INSPECTED IN EQUIPMENT ROOM

		YES	NO
1.	Pumps suction inlets connected	o	o
2.	Pump suction strainer location correct	o	o
3.	Pump location correct	o	o
4.	Pump discharge pipe work route correct	o	o
5.	Pump discharge pipe work wall penetrations	o	o
6.	Control panel location as per code	o	o
7.	Conduit and wiring routed between panel and:		
	Pumps	o	o
	Specialty control valves	o	o
	Water fill valves	o	o
	Wind sensor unit and anemometer	o	o
	Flow sensors	o	o
	Pressure sensors	o	o
	Pool (# conductor and type)	o	o
	Ground connection	o	o
8.	Main power supply wiring into line side of panel	o	o
9.	Water fill line system piped? Backflow preventor?	o	o
10.	Floor drain location and size checked	o	o

11.	Ventilation duct location and associated equipment	o	o
12.	Housekeeping pad size and dimensions	o	o
13.	Access hatch/door for equipment removal installed	o	o
14.	Vapor proof lighting in room and switch location	o	o
15.	Receptacles – GFI protected	o	o
16.	All plumbing/pipe installed as per local codes	o	o
17.	Heating location and size as per local codes	o	o

MAINTENANCE REQUIREMENTS

It should be the duty and desire of the maintenance personnel to keep the fountain in an immaculate condition.

The maintenance program consists of a series of scheduled visits to ensure that the operation of the water feature systems and the individual components that it comprises are periodically checked to ensure that this goal is achieved.

DESCRIPTION OF SCHEDULED VISITS:

WEEKLY VISIT

Each week a visit is planned to each water feature to conduct the following tasks:

- Sand filters should be checked for debris build up, backwashed and rinsed.
- The basket strainers located on the suction to the main pumps should be removed, emptied of their debris content and cleaned.
- Using approved test kits the water quality of the features should be checked. Tests include pH level, oxidizing agents residual, copper level, calcium hardness and total alkalinity. Appropriate preventative or corrective measures using approved chemicals or settings to the ionizer should be made.
- All blown lamps located in light fixtures subject to status should be replaced accordingly
- Any identified nozzles and sequence valves clogged by debris are to be dismantled and cleaned and/or adjusted.
- Cleaning of grates and suction drains.

MONTHLY VISIT

- Pool should be completely drained, and all debris extracted and cleaned using a portable high pressure car wash/jet system, and/or brushes.

- During this shutdown a careful inspection of all equipment should be made and all concrete and tile work inspected. Careful attention should be given to detect and identify possible leaks to pipework connections, cracks in concrete, deterioration in electrical connections, cracked light lenses, etc.

- Particular attention is required to ensure that in pool suction fittings, the debris grate screens are thoroughly cleaned at this time.

- Circulation and filtration pumps should be checked for vibration, ventilation, leaks on seals, shaft alignment (motor to pump), oil level, etc.

- Control of all pool lighting.

- Water treatment preventative control to be added to the fresh water.

YEARLY VISIT

Once per year a complete technical check-up/audit of the entire water feature system is required. During this period a complete verification of all mechanical and electrical components are made including:

- Control panel – cleaned, connections and isolation verified

- Electrical checks (using appropriate test gauges) – all electrical components are checked for intensity, isolation and thermal overload settings.

- Valves – all valves are operated, cleaned and coated with anti-rust protection, replacement of defective seals, membranes etc.

- Pumps – verify shaft alignment (pump/motor), bearings, vibration or noise, overloading,

seals, temperature.

ANNUAL START-UP

1. Put the drain plugs back on the drain bodies prior to begin start-up procedure.
2. Power wash the water feature. Use a sump pump to remove dirty water from the pool. Let all dirty water to drain to sanitary connection.
3. Once the water feature is clean, close all drains & drain valves (D for feature pumps and G for Filter pump)
4. Open the auto fill isolation (Valve 2) in mechanical vault.
5. Turn on breaker in LP1; 1-12, 14, 16, 18, 19, 20 in control panel
6. Turn on breaker in FT1; 1-13, 15, 17, 19, 21, 23 in control panel
7. At the control panel, set Manual/Off /Auto selector switch to AUTO for water fill solenoid and check the mechanical vault for leaks.
8. Once you are confident that there are no leaks in the mechanical vault go outside to the water feature and inspect the pools making sure that water is not escaping from the pools from an open pool drain.
9. At the control panel, set Manual/Off/Auto selector switch to AUTO for feature and filter pumps and check the mechanical vault for leaks.
10. Once the pool is filled (this will take approximately 7 hours), start the pumps individually checking that they operate as expected (per training guidelines).
11. Once all the pumps have been tested return them to their AUTO position using the Manual/Off/Auto selector switch, allowing them to operate under the controller timetable.
12. Check the time of operation on the fountain controller and adjust as necessary.
13. Check Acid and Chlorine levels in Mechanical Room on the chemical screen to see if valves are appropriate. Material may need to be added if necessary.
14. Perform surface water tests as needed for correct PH.

ANNUAL SHUT-DOWN

1. Turn Manual/Off/Auto selector switch on pumps and autofill to the off position.
2. Turn off the electrical breakers for each pump.
3. Leave power on at the control panel but have the controls Manual/Off/Auto selector switch in the off position.
4. Turn off the water feature, turn off the auto fill at the control panel and close the water feed to the solenoid valve (VALVE 5T). (Mechanical Vault)
5. Drain the pool by removing the pull drains plugs in each of the trench weirs/pools. Store the pull drain plugs for Spring Start-up.
6. Once the pool has been drained down, drain the discharge filter manifold using the drain

valves (VALVE 5C) in the mechanical vault before the check valve.

7. Drain the freshwater fill line (VALVE 5V) in Mechanical Vault.
8. Drain Feature and Filter Pumps using drain valves (VALVES 1D, 2D, 3D, 4D, 5G) at basket strainer/volutes for each.
9. Make sure you do not allow the drain water to come into the sump faster than the sump pump can take the water away.

SPECIAL CASES

Introduction of foaming agents:

In the case where a detergent has been introduced into the water feature creating excessive foaming, the pool in question and the systems should be completely drained and cleaned before they are put back into service.

MAINTENANCE RECORD

After each visit the maintenance personnel shall register a brief account into an official maintenance record book which shall be left inside the interior features plant room at the disposition of the client. In this maintenance record book the following remarks shall be made:

- Nature of the visit (see schedule)
- Date and end of visit
- Name of the contractors agent
- Brief account of elements verified
- Remarks relating to problems encountered performance, etc.

WATER TREATMENT

It is essential to the proper functioning of the water features that preventative and corrective measures be taken to avoid damage to the pool structures and equipment.

Although the health and safety rules for decorative water features are not the same as for swimming pools due to a typically high circulation rate in a small volume of recirculated water, particular attention is needed to maintain proper water balance.

However, to ensure that the water features operate properly there is a requirement to ensure

that proper water balance is achieved for these systems to operate effectively.

1. Water Balance

To ensure proper water quality the following water balance parameters need to be monitored on a regular basis:

A. pH: pH is a logarithmic function permitting the relative acidity or basicity to be expressed in simple mathematical terms. The pH scale extends from 0 to 14. From 0 to 7 is considered Acidic, between 7 and 14 is considered basic (or alkaline). A seemingly small pH change can drastically affect overall water balance. For water features the pH must be maintained between 7.2 and 8.0.

B. Total Alkalinity: Total alkalinity is a quantitative measurement of alkaline components present in water. Proper total alkalinity levels are important to ensure optimal chemical balance in pools. To protect pool systems from deteriorative effects of low alkalinity the range must be maintained within 100 and 150ppm.

C. Calcium hardness: Calcium hardness indicates the calcium content in water usually expressed in m/litre or ppm. Too high calcium hardness will create scale formation to surfaces of pool and reduce efficiency or eventually damage components. Too low calcium hardness will create aggressive corrosive water, which shall attack pool surfaces and induce surface pitting to components. It is therefore essential that calcium hardness be maintained between ranges of 175-300 ppm.

2. Sterilization

To ensure proper sterilization of water borne algae and bacteria use a Bromine residual/oxidizing agent. The water disinfection equipment controls the growth of bacteria and algae. In addition, a low residual level of Bromine is required to oxidize organic material normally captured by the filtration system. A level of 1.0 to 3.0 ppm of bromine is required for this task.

5/27/2025

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:

CONTRACT.	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.
CONTRACTOR.	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.
DESK REVIEW.	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.
EMERGENCY WORK.	Work necessitated by an imminent threat to the property of the city or the health, safety, or welfare of its citizens.
GENERAL CONTRACTOR.	An entity that enters into a contract directly with the city. The general contractor may also be known as the prime contractor.
LOCAL RESIDENT DATABASE.	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.
NEW HIRE.	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.
ON SITE MONITORING.	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.
PUBLIC WORKS PROJECT.	Any construction, alteration, demolition, or repair work done under contract and paid for in whole or in part from City funds.
RESIDENT.	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.
SUBCONTRACT.	A contract that exists between the general contractor and a subcontractor or between subcontractors of any tier.
SUBCONTRACTOR.	An entity that enters into a contract with the general contractor or another subcontractor.
TIER.	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 journeyperson 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:

DISADVANTAGE-OWNED BUSINESS ENTERPRISE or DBE.	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.
EVANSTON-OWNED BUSINESS ENTERPRISE or EBE.	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).
MINORITY-OWNED BUSINESS ENTERPRISE or MBE.	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.
M/W/D/EBE GOALS.	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.
WOMEN-OWNED BUSINESS ENTERPRISE or WBE.	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:

APPRENTICESHIP TRAINING PROGRAM.	*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*

	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.
BIDDER.	A contractor that submits a bid in response to a City of Evanston Request for Proposal.
COMMERCIALLY USEFUL FUNCTION.	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.
NEARBY BUSINESS ENTERPRISE ("NBE").	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.
PUBLIC WORKS CONTRACT.	Any construction, alteration, demolition, or repair work done under contract on City owned property.
RELIABLE, RESPONSIVE AND ACCEPTABLE BIDDER.	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.

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:

CITY MANAGER.	The City of Evanston City Manager or his/her designee.
CONTRACTOR.	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.
DEBARMENT.	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 of 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 disbarment 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

Adopted: May 27, 2025

Approved:

May 30, 2025

Daniel Biss
box SIGN 4LR35Q59-4PXYY3YY

Daniel Biss, Mayor

Attest:

box SIGN 1RXPY3KL-4PXYY3YY

Stephanie Mendoza, City Clerk

Approved as to form:

Alexandra B. Ruggie
box SIGN 1VWXZ88Z-4PXYY3YY

Alexandra B, Ruggie, Corporation Counsel

Cook County Prevailing Wage Rates posted on 4/15/2025

						Overtime										
Trade Title	**Rg**	**Type**	**C**	**Base**	**Foreman**	**M-F**	**Sa**	**Su**	**Hol**	**H/W**	**Pension**	**Vac**	**Trng**	**Other Ins**	**Add OT 1.5x owed**	**Add OT 2.0x owed**
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 4/15/2025

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		46.76	52.53	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

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SIGN HANGER	All	BLD		36.72	39.66	1.5	1.5	2.0	2.0	7.45	4.70	0.00	0.00	0.00	0.00	0.00
SPRINKLER FITTER	All	BLD		60.00	62.75	1.5	1.5	2.0	2.0	14.95	19.40	0.00	1.10	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		59.26	62.76	2.0	2.0	2.0	2.0	18.30	26.31	0.00	0.49	0.00	0.00	0.00
STONE MASON	All	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98
SURVEY WORKER	All	BLD		56.50	57.50	1.5	1.5	2.0	2.0	17.75	14.15	0.00	1.49		0.00	0.00
SURVEY WORKER	All	HWY		56.50	57.50	1.5	1.5	2.0	2.0	17.75	14.15	0.00	1.49		0.00	0.00
TERRAZZO FINISHER	All	BLD		48.94	48.94	1.5	1.5	2.0	2.0	13.00	18.42	0.00	1.11	0.00	4.22	8.44
TERRAZZO MECHANIC	All	BLD		52.85	56.35	1.5	1.5	2.0	2.0	13.00	19.81	0.00	1.15	0.00	4.47	8.94
TRAFFIC SAFETY WORKER I	All	HWY		42.10	43.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		43.10	44.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	1	43.45		1.5	1.5	2.0	2.0	13.15	16.09	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	2	43.70		1.5	1.5	2.0	2.0	13.15	16.09	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	3	43.90		1.5	1.5	2.0	2.0	13.15	16.09	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	4	44.10		1.5	1.5	2.0	2.0	13.15	16.09	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	1	43.43		1.5	1.5	2.0	2.0	11.70	16.11	0.00	0.25		0.00	0.00
TRUCK DRIVER	W	ALL	2	43.58		1.5	1.5	2.0	2.0	11.70	16.11	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	3	43.78		1.5	1.5	2.0	2.0	11.70	16.11	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	4	43.98		1.5	1.5	2.0	2.0	11.70	16.11	0.00	0.25	0.00	0.00	0.00
TUCKPOINTER	All	BLD		51.53	52.53	1.5	1.5	2.0	2.0	10.05	22.66	0.00	1.15	0.00	0.00	0.00

Legend

Rg Region
Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers
C Class
Base Base Wage Rate
OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.
OT Sa Overtime pay required for every hour worked on Saturdays
OT Su Overtime pay required for every hour worked on Sundays
OT Hol Overtime pay required for every hour worked on Holidays
H/W Health/Welfare benefit
Vac Vacation
Trng Training

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,

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.

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

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

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

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 4/15/2025

Registering for DemandStar

DEMANDSTAR
Building Communities.

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.

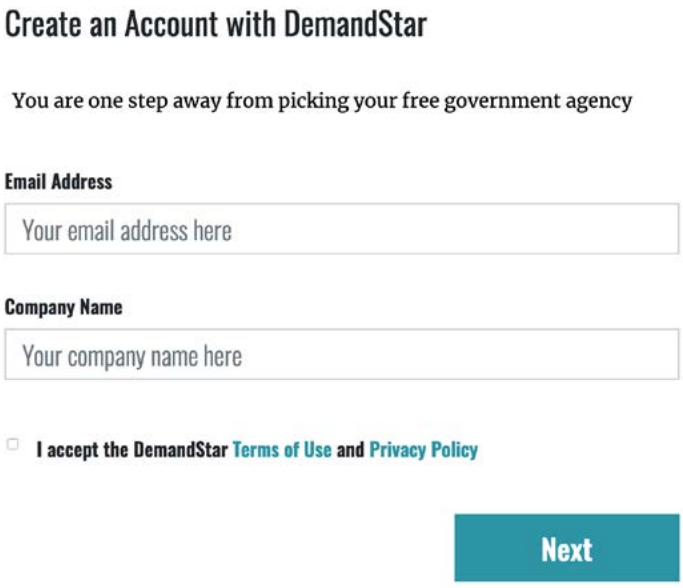
DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **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



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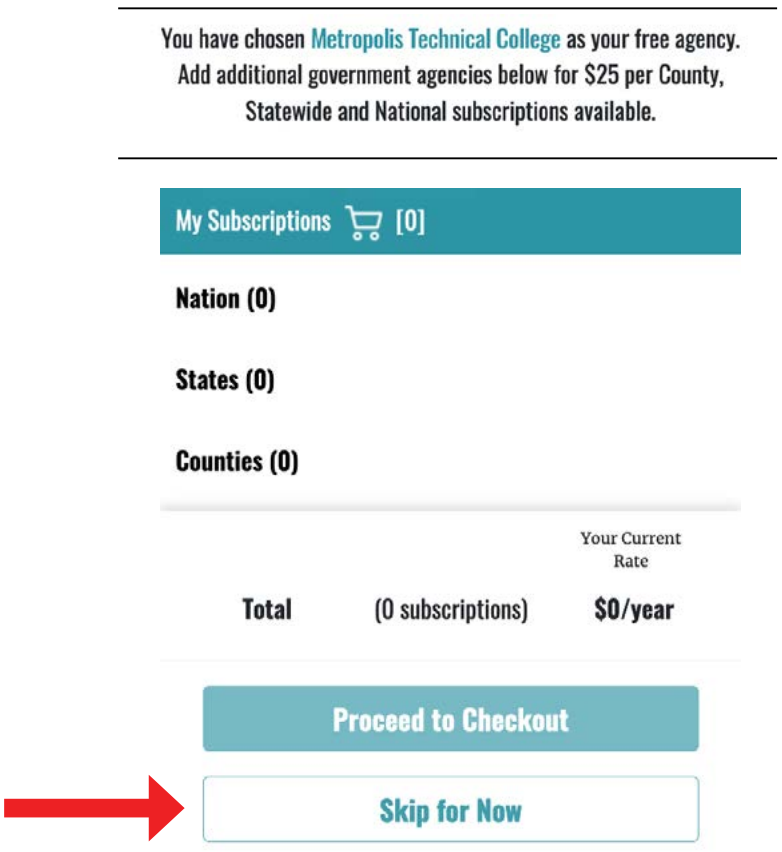
2 CHOOSE YOUR FREE AGENCY

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



SIGN UP

Visit www.demandstar.com

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DEMANDSTAR

Building Communities.

(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

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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 Cartridg...s for the Police Department JAG Grant Funded	E-Bidding, Planholders, Download/Order, Details

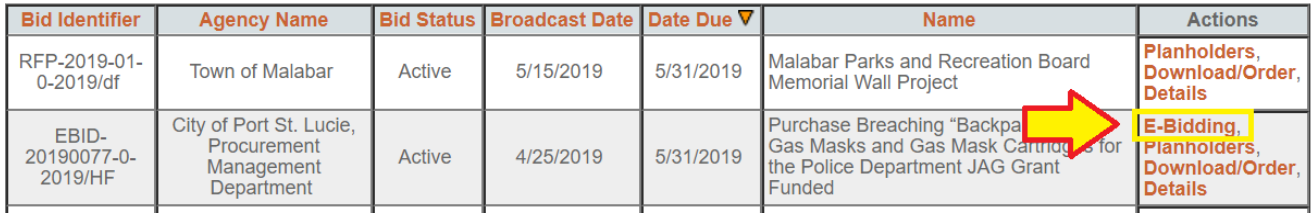
How to check if it is an e-bidding opportunity

- 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

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In order to do e-bidding

1. Click on “E-bidding” in the actions column



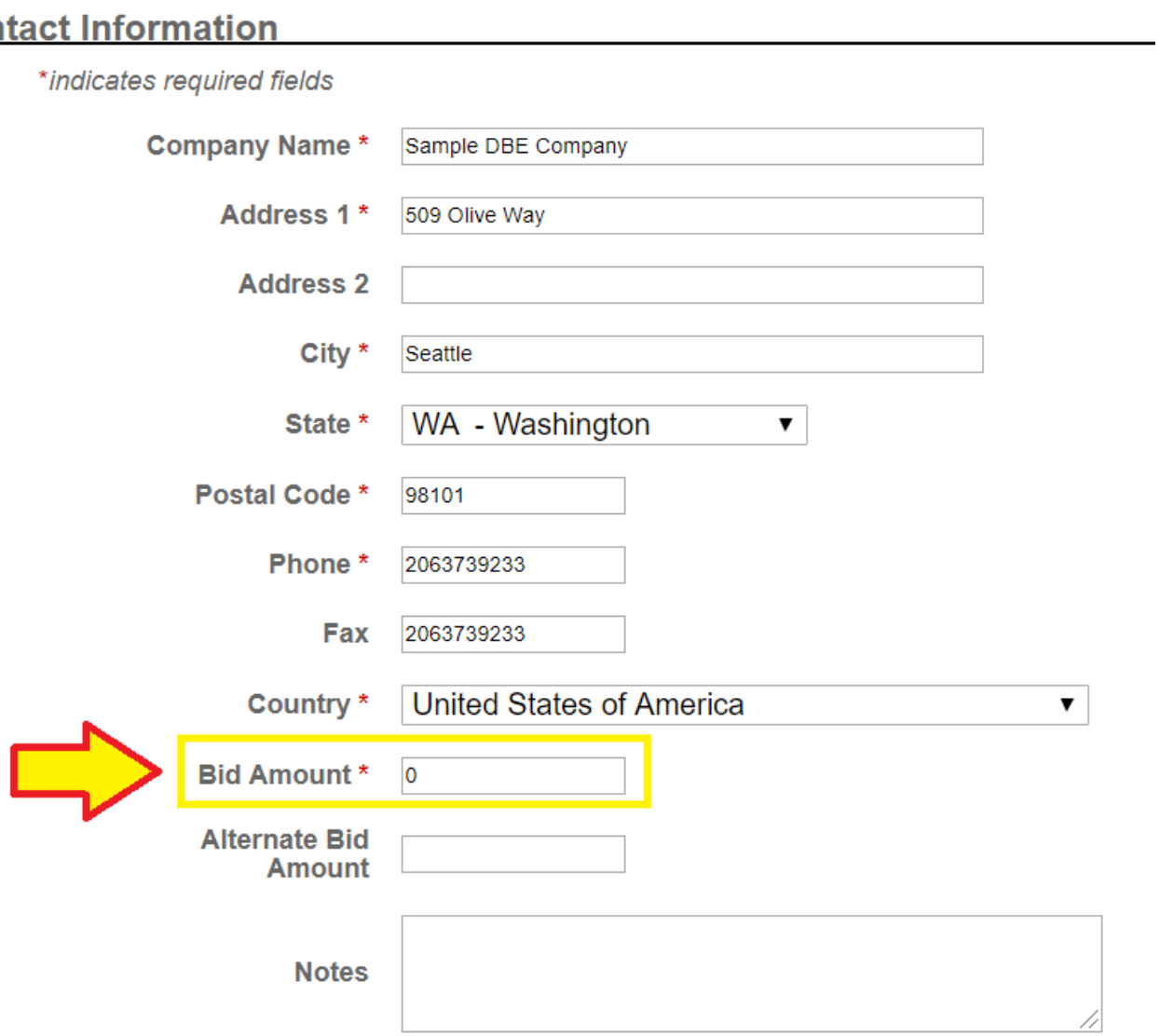
Bid Identifier	Agency Name	Bid Status	Broadcast Date	Date Due	Name	Actions
RFP-2019-01-0-2019/df	Town of Malabar	Active	5/15/2019	5/31/2019	Malabar Parks and Recreation Board Memorial Wall Project	Planholders, Download/Order, Details
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management 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

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In order to do e-bidding

2. Enter you contact information and enter in all required fields

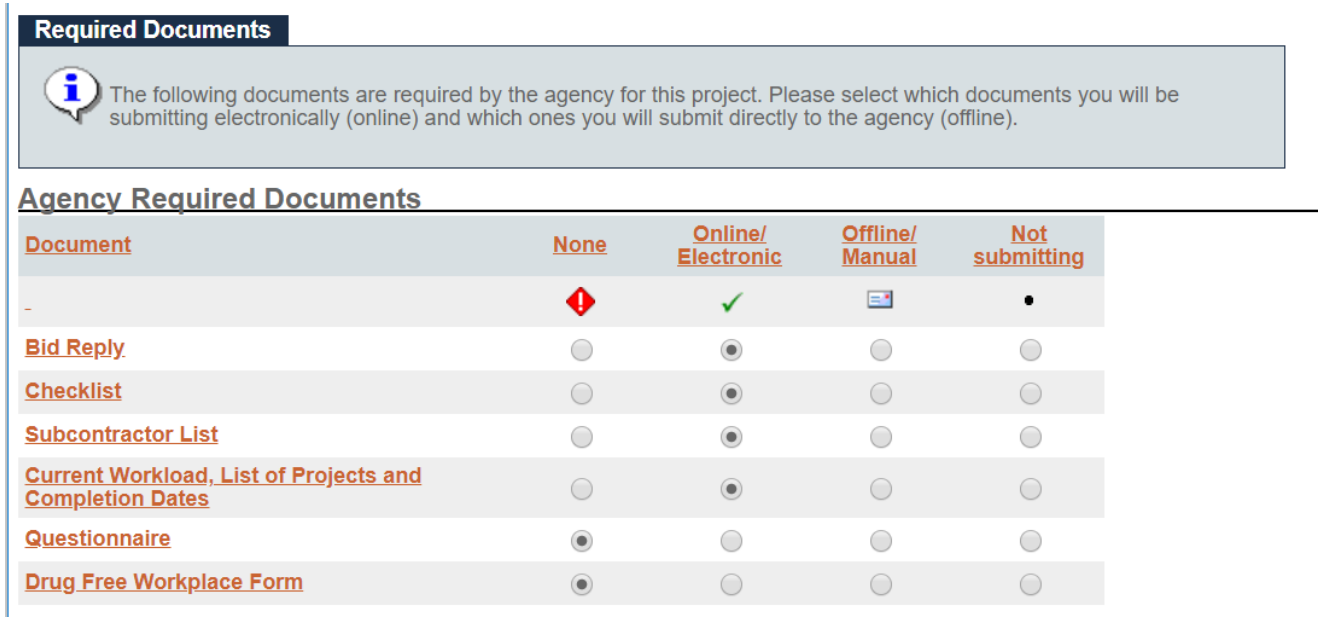
Note: You **MUST** put a number of the “BID AMOUNT” box. However, that number can be 0 so as to allow for a more detailed descriptions of your bid through your uploaded documents.



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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.

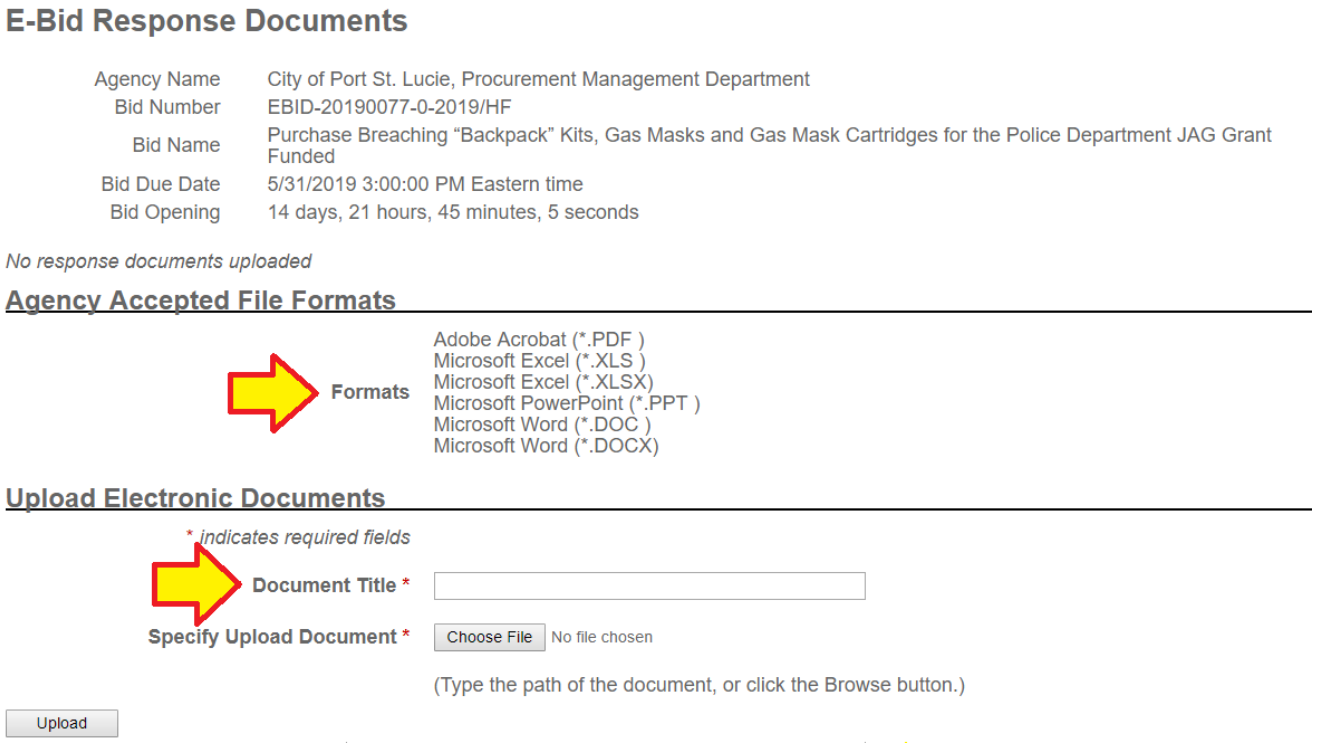


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In order to do e-bidding

Upload your response documents in an accepted file format

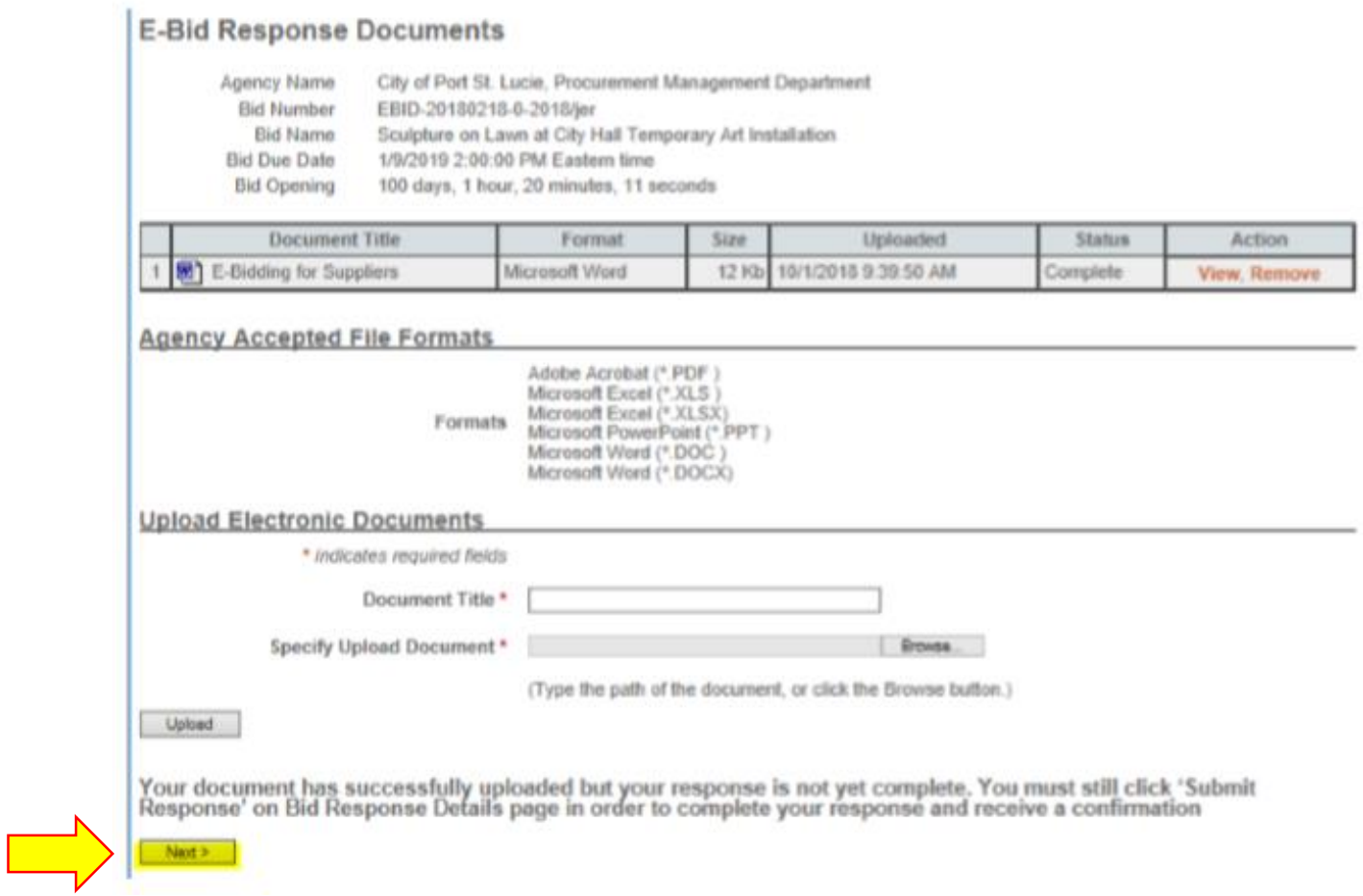
Make sure that you have covered and uploaded all the required documents



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In order to do e-bidding

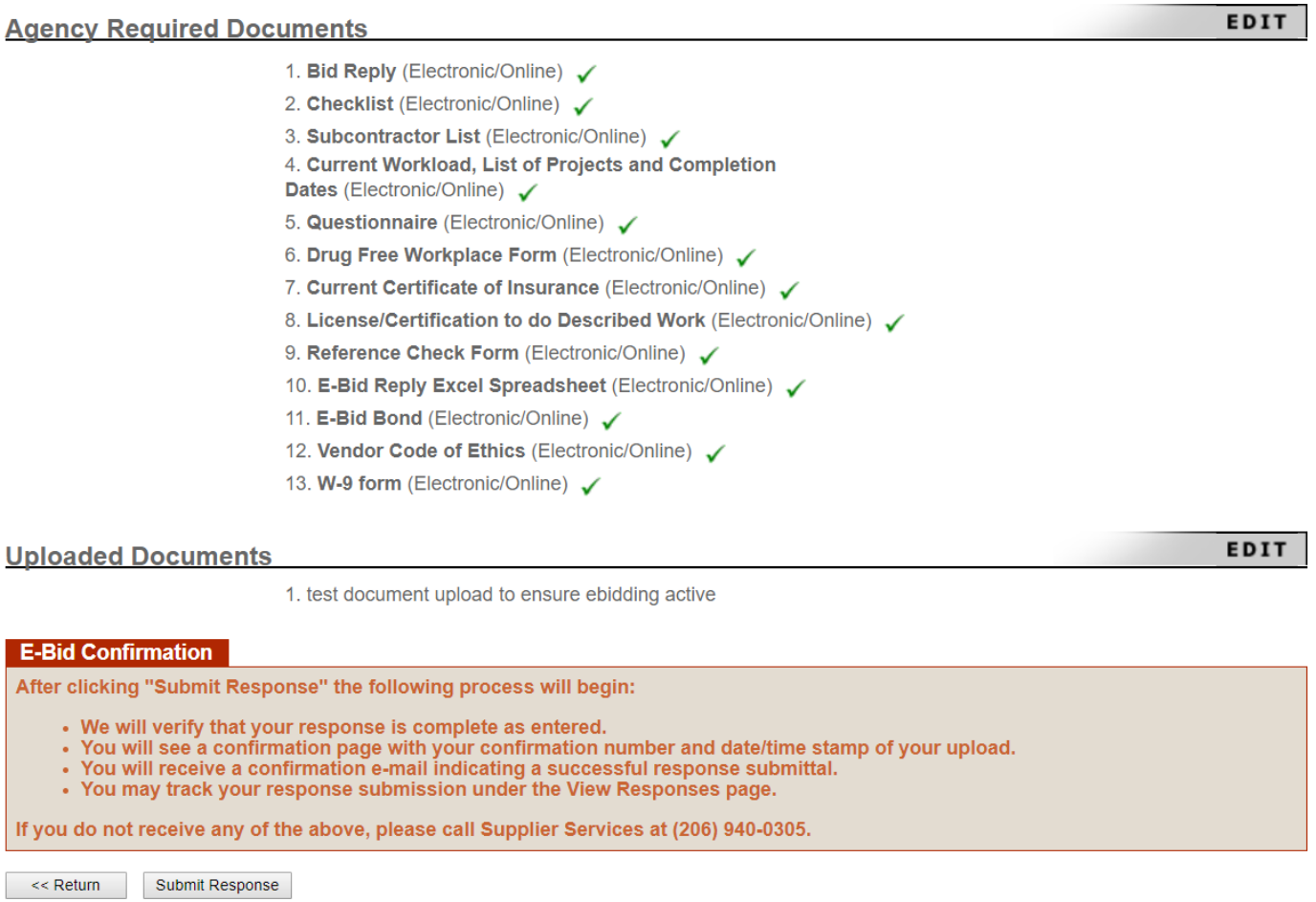
Once you decide you've uploaded all your documents that you would like to submit, make sure you click the **NEXT** button at the bottom of the screen



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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 ebidding 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

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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



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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) ✓