

# Local Public Agency Formal Contract Proposal



COVER SHEET				
Proposal Submitted By:				
Contractor's Name				
Contractor's Address	City			State Zip Code
STATE OF ILLINOIS				
Local Public Agency		County	10	Section Number
City of Evanston		Cook		22-00292-00-RS
Route(s) (Street/Road Name)			Type of Fun	ds
Various Streets			Rebuild IL	. /MFT
Proposal Only X Proposal and Plans Proposal only, plans	are separa	te		
For Local Public Agency:				
For a County and Road District Project		For a	Municipal Pro	oject
			Municipal Pro	
For a County and Road District Project	Signatu	Submitte	-	
For a County and Road District Project  Submitted/Approved		Submitte	-	Passed
For a County and Road District Project  Submitted/Approved	Signatu Official	Submitte	-	Passed
For a County and Road District Project  Submitted/Approved  Highway Commissioner Signature  Date  Submitted/Approved		Submitte	-	Passed
For a County and Road District Project  Submitted/Approved  Highway Commissioner Signature  Date		Submitte re  Title  Departm	ent of Transp	Passed  Date
For a County and Road District Project  Submitted/Approved  Highway Commissioner Signature  Date  Submitted/Approved	Official <sup>1</sup>	Submitte re  Title  Departm	ent of Transp	Passed  Date  Dortation

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Evanston	Cook	22-00292-00-RS	Various Streets

NOTICE T	O BIDDERS	
Sealed proposals for the project described below will be received at	he office of VIRTUALLY VIA DEMANDS	TAR
	Name of Of	fice
	<sub>until</sub> 2:00 PM	on 04/26/22
Address	Time	Date
Sealed proposals will be opened and read publicly at the office of	VIRTUALLY VIA GOOGLE MEET	
	Name of Office	
	<sub>at</sub> 2:15 PM	on 04/26/22
Address	Time	Date
DESCRIPTION	ON OF WORK	

Location	Project Length
Various Streets	6173 Feet

### Proposed Improvement

The resurfacing of various streets with utility improvements,replacement of curb, adjacent sidewalk and all incidental construction work. Also Hot Mix Asphalt surface patching on various streets.

1. Plans and proposal forms will be available in the office of

Effective immediately, the City of Evanston will no longer accept hard copy submittals for any solicitations. Responses will only be accepted via E-Bidding through Demandstar (www.Demandstar.com)

#### 2. X Prequalification

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

- The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
- 4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
  - a. Local Public Agency Formal Contract Proposal (BLR 12200)
  - b. Schedule of Prices (BLR 12201)
  - c. Proposal Bid Bond (BLR 12230) (if applicable)
  - d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
  - e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
- 5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
- 6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
- 7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
- 8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
- 9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Loc	al Public Agency	County	Section Number	Route(s) (Street/Road Name)
Cit	y of Evanston	Cook	22-00292-00-RS	Various Streets
			PROPOSAL	
1.	Proposal of			
			Contractor's Name	
			Contractor's Address	
2	The plans for the proposed v	vork are those prepared by	Engineering Division, City of I	Evanston
á	and approved by the Departr	ment of Transportation on _		
		Bridge Construction" and t	d by the Department of Transportations an he " Supplemental Specifications an	on and designated as "Standard d Recurring Special Provisions" thereto,
4.	The undersigned agrees to a Recurring Special Provision	accept, as part of the contra s" contained in this proposa	act, the applicable Special Provision al.	s indicated on the "Check Sheet for
	The undersigned agrees to our is granted in accordance with		working days or by $0$	9/16/22 unless additional time
6.	The successful bidder at the	time of execution of the co	ontract <b>will</b> be required to d	eposit a contract bond for the full amount of
		execute a contract and con		in lieu thereof. If this proposal is accepted agreed that the Bid Bond of check shall be
	the unit price multiplied by the	ne quantity, the unit price sl		e is a discrepancy between the products of , the total price will be divided by the  init price nor a total price is shown.
8.	The undersigned submits he	erewith the schedule of pric	es on BLR 12201 covering the work	to be performed under this contract.
				e combinations on BLR 12201, the work d specified in the Schedule for Multiple Bids
10.	A proposal guaranty in the p	oroper amount, as specified	d in BLRS Special Provision for Bidd	ling Requirements and Conditions for
	Contract Proposals, will be rabid bond, if allowed, on De			ranty. Accompanying this proposal is either plying with the specifications, made payable
			Treasurer of	
	The amount of the check is			().
		Attach Cashie	r's Check or Certified Check Here	
		nties which would be require	ed for each individual bid proposal. I	sals, the amount must be equal to the f the proposal guaranty check is
	The proposal guaranty che	ck will be found in the bid p	roposal for: Section Number	

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Evanston	Cook	22-00292-00-RS	Various Streets

#### **CONTRACTOR CERTIFICATIONS**

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

- 1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
- 2. **Bid-Rigging or Bid Rotating**. The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

- 3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter or record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
- 4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Printed 03/01/22 Page 4 of 5 BLR 12200 (Rev. 01/21/21)

Local Public Agency	C	County	Section Number	Route(s) (Street	/Road Name)
City of Evanston		Cook	22-00292-00-RS	Various Stree	
		Si	GNATURES		
(If an individual)			Signature of Bidder		Date
			Business Address		
			City	State	Zip Code
(If a partnership)			Firm Name		
			Signature		Date Date
			Title		
			Business Address		
			City	State	Zip Code
Insert the Names and Addre	esses of all Part	iners			
(If a corporation)			Corporate Name		
			Signature		Date
			o.g.ratoro		
			Title		
			Business Address		
			City	State	Zip Code
	l.a.a4 8 1	amon of Office	Drooidon*		
	insert Na	imes of Officers	President		
			Secretary		
Attest:			Tuesdayer		
			Treasurer		

Secretary



# Apprenticeship and Training Program Certification



Local Public Agency	County	Street Name	/Road Name	Section Nu	ımher
City of Evanston	Cook	Various	110dd 11dmo	22-0029	
All contractors are required to complete the fo					
For this contract proposal or for all bidding gr	•				
For the following deliver and install bidding gr	•				
To the fellowing deliver and motalication grading gr	- Capo III ano matori	n proposan			
Illinois Department of Transportation policy, adopt to be awarded to the lowest responsive and resp to all other responsibility factors, this contract or participation in apprenticeship or training program. Bureau of Apprenticeship and Training, and (2) a are required to complete the following certification.  1. Except as provided in paragraph 4 below, the group program, in an approved apprenticeship or its own employees.	onsible bidder. The deliver and install pins that are (1) approphicable to the work:  undersigned bidder	e award decision is s roposal requires all b oved by and register k of the above indica certifies that it is a p	subject to approval boodders and all biddered with the United Stated proposals or granticipant, either as	by the Departrer's subcontra States Departroups. There	ment. In addition actors to disclose ment of Labor's fore, all bidders or as part of a
<ol> <li>The undersigned bidder further certifies, for w of such bid, participating in an approved, applical of work pursuant to this contract, establish partici subcontract.</li> </ol>	ole apprenticeship o	or training program; o	or (B) will, prior to c	ommencemer	nt of performance
3. The undersigned bidder, by inclusion in the lis Certificate of Registration for all of the types of w employees. Types of work or craft that will be sul any type of work or craft job category for which the	ork or crafts in whic ocontracted shall be	h the bidder is a par included and listed	ticipant and that wil	ll be performe rk. The list sha	d with the bidder's
4. Except for any work identified above, if any bic install proposal solely by individual owners, partn would be required, check the following box, and i	ers or members an	d not by employees	to whom the payme	ent of prevailin	
The requirements of this certification and disclosing provision to be included in all approved subcontrate each type of work or craft job category that will be afterward may require the production of a copy of Labor evidencing such participation by the contrate shall not be necessary that any applicable program employment during the performance of the work.	acts. The bidder is e utilized on the pro f each applicable Co actor and any or all o	responsible for maki ject is accounted for ertificate of Registra of its subcontractors ently taking or that it eliver and install pro	ing a complete repo and listed. The De tion issued by the U . In order to fulfill th	ort and shall me epartment at a Jnited States I ne participation	nake certain that any time before or Department of n requirement, it iceship, training or
Biddel		Signature			Date
Title					
Address		City		State	Zip Code



# **Schedule of Prices**



Contractor's Name				
Contractor's Address	City		State	Zip Code
Local Public Agency		County	Section Nur	mber
City of Evanston		Cook	22-00292	-00-RS
Route(s) (Street/Road Name)				
Various Streets				

#### **Schedule for Multiple Bids**

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid (For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
1	TEMPORARY FENCE	FOOT	2320		
2	TREE TRUNK PROTECTION	EACH	11		
3	TREE ROOT PRUNING	FOOT	1285		
4	TREE PRUNING	EACH	161		
5	SUPPLEMENTAL WATERING	UNIT	18		
6	EARTH EXCAVATION	CU YD	8		
7	TOPSOIL F & P, SPECIAL	CU YD	72		
8	SODDING, SALT TOLERANT	SQ YD	1485		
9	AGG BC, TY B, 4"	SQ YD	449		
10	AGG BC, TY B, 6"	SQ YD	80		
11	HES PCC BC WIDENING 9"	SQ YD	87		
12	AGG FOR TEMP ACCESS	TON	11		
13	BIT MATLS TACK CT	POUND	18290		
14	AGGREGATE (PRIME COAT)	TON	83		
15	MIX CR JTS FLANGEWYS	TON	17		
16	LEV BIND MM N50	TON	1051		
17	HMA SURF REM BUTT JT	SQ YD	1380		
18	TEMPORARY RAMP	SQ YD	420		
19	HMA SC "D" N50	TON	3464		
20	INCIDENTAL HMA SURF	TON	55		

ocal Public Agendity of Evansto				02-00-RS	Route(s) (Street/Road Name Various Streets
Item Number	Items	Unit	Quantity	Unit Price	Total
21	TEMP HOT-MIX ASPHALT	TON	6		
22	PCC DRIVEWAY PAVT 6"	SQ YD	71		
23	PCC DRIVEWAY PAVT 8"	SQ YD	90		
24	PC CONC SIDEWALK 5"	SQ FT	6780		
25	DETECTABLE WARNINGS	SQ FT	760		
26	HMA SURF REM 2"	SQ YD	9730		
27	HMA SURF REM VAR DP	SQ YD	18855		
28	PAVEMENT REMOVAL	SQ YD	275		
29	DRIVE PAVEMENT REM	SQ YD	251		
30	CURB REMOVAL	FOOT	2650		
31	COMB CURB GUTTER REM	FOOT	705		
32	SIDEWALK REM	SQ FT	6875		
33	CL C PATCH, SPECIAL 9" HES	SQ YD	60		
34	CL D PATCH, SPECIAL 9"	SQ YD	415		
35	FIBERGLASS FAB REP SY	SQ YD	110		
36	CATCH BASIN RECONST	EACH	1		
37	MANHOLE RECONST	EACH	6		
38	VALVE VAULT RECONST	EACH	3		
39	VALVE BOX ADJUST	EACH	10		
40	FR & GRATES ADJUST	EACH	13		
41	FR & LIDS ADJUST	EACH	9		
42	FR & LIDS ADJUST SPECIAL	EACH	38		
43	FR & LIDS OPEN SPECIAL	EACH	3		
44	FR & LIDS CLOSED SPECIAL	EACH	19		
45	CONC CURB TB AEP MOD	FOOT	935		
46	COMB CC&G TB6.12 AEP MO	FOOT	2420		
47	NON-SPECIAL WASTE DISP	CU YD	60		
48	SOIL DISPOSAL ANALYSIS	EACH	1		
49	MOBILIZATION	LSUM	1		
50	TRAFFIC CONTROL AND PRO	LSUM	1		
51	PVT MK TAPE, TYPE 1	FOOT	1805		
52	SHORT TRM PVT MK REM	SQ FT	350		
53	DETECTOR LOOP REPLACE	FOOT	305		
54	THPL PVT MK LTR & SYM	SQ FT	111		
55	THPL PVT MK LINE 4"	FOOT	10260		
56	THPL PVT MK LINE 6"	FOOT	8565		
57	THPL PVT MK LINE 12"	FOOT	940		

ocal Public A	Agency County		Section	Number	Route(s) (Street/Road Name)
City of Evanston		Cook		292-00-RS	Various Streets
58	THPL PVT MK LINE 24"	FOOT	1111		
59	CHANGE MESSAGE SIGN	CAL DAY	24		
60	PREFORMED THPL BIKE SY	EACH	12		
61	CONSTRUCTION LAYOUT	L SUM	1		
62	STREET SWEEPING	EACH	9		
63	REM AND RESET PAVERS	SQ FT	80		
64	LAWN SPRINKLER REPAIR	FOOT	480		
			Bi	dder's Total Proposal	

- 1. Each pay item should have a unit price and a total price.
- 2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
- 3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- 4. A bid may be declared unacceptable if neither a unit price or total price is shown.



# **Affidavit of Illinois Business Office**



Local Public Agency	County	Street Name/Road N	ame Section Number
City of Evanston	Cook	Various	22-00292-00-RS
l,	of		,,
Name of Affiant		City of Affiant	State of Affiant
being first duly sworn upon oath, state as follows	S.		
1. That I am the	of		
Officer or Position		Bidder	·
2. That I have personal knowledge of the facts h	erein stated.		
3. That, if selected under the proposal described	l above,		, will maintain a business office in the
· 1 1	,	Bidder	<i>'</i>
State of Illinois, which will be located in		County, Illinois.	
·	County	_	
4. That this business office will serve as the prim	nary place of emplo	oyment for any persons emplo	yed in the construction contemplated by
this proposal.			
5. That this Affidavit is given as a requirement of	f state law as provi	ided in Section 30-22(8) of the	Illinois Procurement Code.
		Signature	Date
		Print Name of Affia	<u>1t</u>
Notary Public			
State of IL			
County			
Signed (or subscribed or attested) before me or	1	by	
	(date)		
			, authorized agent(s) of
(na	me/s of person/s)		,,,
Bidder			
		Signature	of Notary Public
(SFAL)		My commis	ssion expires



# Local Public Agency Proposal Bid Bond



Local Public Agency		County	1	Section Number
City of Evanston		Cook		22-00292-00-RS
WE,				as PRINCIPAL, and
			as SURI	ETY, are held jointly,
severally and firmly bound unto the above Local Putor for the amount specified in the proposal documer ourselves, our heirs, executors, administrators, succinstrument.  WHEREAS THE CONDITION OF THE FO proposal to the LPA acting through its awarding autor THEREFORE if the proposal is accepted a and the PRINCIPAL shall within fifteen (15) days aft performance of the work, and furnish evidence of the and Bridge Construction" and applicable Supplement	nts in effect on the date of cessors, and assigns, join PREGOING OBLIGATION thority for the construction and a contract awarded to ter award enter into a form the required insurance coverses.	f invitation for htly pay to the I IS SUCH the of the work the PRINC mal contract, erage, all as	or bids, whichever is the LPA this sum under nat, the said PRINCIPA designated as the about IPAL by the LPA for the furnish surety guarants provided in the "Standard provided	the lesser sum. We bind the conditions of this  AL is submitting a written ove section.  e above designated section teeing the faithful dard Specifications for Road
full force and effect.  IN THE EVENT the LPA determines the PF set forth in the preceding paragraph, then the LPA appenal sum set out above, together with all court cost IN TESTIMONY WHEREOF, the said respective officers this	acting through its awardin its, all attorney fees, and a d PRINCIPAL and the said	g authority s any other ex	shall immediately be en opense of recovery.	ntitled to recover the full
Day Mon	nth and Year Principal			
Company Name	•	Company N	ame	
Company Name		Company it		
0: 1		O: t		
Signature Da	ate	Signature		Date
By:	Ву:			
Title		Title		
(If Principal is a joint venture of two or more contract affixed.)  Name of Surety	Surety		rized signatures of eac	Date
STATE OF IL				
COUNTY OF				
I	, a Notary	Public in an	d for said county do he	ereby certify that
(Insert names of	f individuals signing on beha	f of PRINCIP	AL & SURETY)	
who are each personally known to me to be the sam PRINCIPAL and SURETY, appeared before me this instruments as their free and voluntary act for the us	ne persons whose names s day in person and acknoses and purposes therein	s are subscri owledged re set forth. Month and Ye	bed to the foregoing ir spectively, that they signary	gned and delivered said
			Notary Public Signatur	<u>C</u>
(SEAL)				
			Date commission exp	ires

Local Public Agency	County	Section Number			
City of Evanston	Cook	22-00292-00-RS			
ELECTRONIC BID BON	ID				
☐ Electronic bid bond is allowed (box must be checked by LPA if electron	ic bid bond is allowed)				
The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint vent of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in venture.)  Electronic Bid Bond ID Code  Company/Bidder Name					
Sign Title	nature	Date			
Title	7				



# **Affidavit of Availability**

For the Letting of

Bureau of Construction 2300 South Dirksen Parkway/Room 322 Springfield, IL 62764 Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

#### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

is contracted, show NONE.						
	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

#### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

i, onow itorte.			

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

For each contract described	in Part I, list all the wo	ork you have subcontra	acted to others.			
	1	2	3	4	Awards Pending	
Subcontractor						
Type of Work						
Subcontract Price						
Amount Uncompleted						
Subcontractor						
Type of Work						
Subcontract Price						
Amount Uncompleted						
Subcontractor						
Type of Work						
Subcontract Price						
Amount Uncompleted						
Subcontractor						
Type of Work						
Subcontract Price						
Amount Uncompleted						
Subcontractor						
Type of Work						
Subcontract Price						
Amount Uncompleted						
Total Uncompleted						
Notary						
I, being duly sworn, do hereb undersigned for Federal, Sta rejected and ALL estimated of						
Officer or Director			Culto anile a d			
				Subscribed and sworn to before me this day of , ,		
Title			triis	_ day or	·	
Signature		 Date				
oignatar o				Signature of Notary P	ublic)	
			My commiss	sion expires		
Company						
Company						
Address						
City	State	Zip Code				
				(Notary Seal)		

Part III. Work Subcontracted to Others.

Add pages for additional contracts

Printed 03/01/22 Page 2 of 2 BC 57 (Rev. 02/16/21)

#### CITY OF EVANSTON

# SPECIFICATIONS AND BID DOCUMENTS Construction Bid with Sub-contractors

**BID NUMBER: 22-23** 

For

# 2022 Rebuild IL / MFT RESURFACING PROJECT March 24, 2022



BID DUE DATE: 2:00 P.M., Tuesday, April 26, 2022

VIRTUAL BID OPENING: 2:15 P.M., Tuesday, April 26, 2022

Google Meet ID:

meet.google.com/erk-vjyw-pza

**Phone Numbers:** (US)<u>+1 617-675-4444</u> PIN: 491 020 418 0044#

BID BOND: 5% of Contract Amount

PERFORMANCE/MATERIAL

& LABOR PAYMENT BOND: 100% of Contract Amount

CONTRACT PERIOD: Contract award through December 31, 2022

### **ELECTRONIC BID SUBMITTAL:**

Bid responses will only be accepted electronically via E-bidding through DemandStar (<u>WWW.DEMANDSTAR.COM</u>)

It is highly recommended that new DemandStar users complete the account setup process prior to project due date/time.

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SPECIFICATIO NUMBERS	N SECTION	PAGES
Notice to B Insurance l	IDDING REQUIREMENTS idders Requirements	1
RETURN ALL E	EXHIBITS WITH THE BID	
Exhibit C Exhibit D Exhibit E *Exhibit F	City of Evanston M/W/EBE Policy M/W/EBE Participation Compliance Form M/W/EBE Participation Waiver Request Construction Contractors' Assistance Organizations Local Employment Program Compliance- NOT APPLICABLE	2
Exhibit I Exhibit J Exhibit K	Certification of Bidder Regarding Equal Employment Opportunity Disclosure of Ownership Interests Additional Information Sheet Certification of Compliance with Prevailing Wage Rate Act Major Sub-contractors Listing	4 1 1 1
Exhibit N Exhibit N	Conflict of Interest	1 1 1 22 1
Prevailing \	pecifications	6 pages
SEPARATE DO	CUMENTS	
Plan Set 1. Plan Set 2/	A Pavement Core Location Maps A	12 pages

#### CITY OF EVANSTON

#### NOTICE TO BIDDERS

Bids will be received by the City's Purchasing Office until 2:00 P.M. local time Tuesday, April 26, 2022 and will be publically read virtually via Google Meets at 2:15 P.M. Interested parties can use the following link: <a href="mailto:meet.google.com/erk-vjyw-pza">meet.google.com/erk-vjyw-pza</a> or join by phone 617-675-4444 PIN: 491 020 418 0044# to access the virtual bid opening. Effective immediately, the City of Evanston will no longer accept hard copy paper submittals for any solicitation. Responses will only be accepted electronically via E-bidding through DemandStar (www.demandstar.com). Although registration is required, vendors can download solicitations and upload responses for free. Bids shall cover the following:

# 2022 Rebuild IL / MFT RESURFACING PROJECT Bid Number: 22-23

Work on this project includes: the resurfacing of various streets with minor utility repairs, ADA Ramps, concrete curb and sidewalk replacement and all incidental work including all materials and, equipment. Bidders must be pre-qualified by Illinois Department of Transportation and present IDOT issued "Certificate of Eligibility" with proposal.

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

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

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

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

Linda Thomas Purchasing Specialist

# **INSURANCE REQUIREMENTS**

TYP	E OF INSURANCE	MINIMUM INSURA	NCE COVERAGE
		Consequent Death	Bodily Injury and Property Damage
		Each Occurrence	Aggregate
Com	mercial General Liability including:	\$3,000,000	\$3,000,000
1. 2. 3. 4. 5.	Comprehensive form Premises - Operations Explosion & Collapse Hazard Underground Hazard Products/Completed Operations Hazard		
<ol> <li>7.</li> </ol>	Contractual Insurance – With an endorsement on the face of the certificate that it includes the "Indemnity" paragraph of the specifications. Broad Form Property Damage -	Insurance Certificate The City Of Evanston as Additional Insured	is Named
8. 9.	construction projects only Independent contractors Personal Injury		
	mobile Liability ed, Non-owned or Rented	\$ 1,000,000	\$1,000,000
and (	kmen's Compensation Occupational Diseases equired by applicable laws. loyer's Liability		\$ 500,000

Thirty day notice of cancellation required on all certificates.

EXHIBIT B 1

# **EXHIBIT B**

# City of Evanston M/W/EBE Policy

A City of Evanston goal is to provide contracting and sub-contracting opportunities to Minority Business Enterprises, Women Business Enterprises, and Evanston Business Enterprises. The goal of the Minority, Women and Evanston Business Enterprise Program (M/W/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/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 subcontractors 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 <a href="http://www.cityofevanston.org/business/business-diversity/">http://www.cityofevanston.org/business/business-diversity/</a> (Sample Advertisement). If you request a paper copy of the additional documents, it will be available free of charge from the Purchasing Office, 2100 Ridge Road Suite 4200, Evanston, IL 60201.

If a bidder is unable to meet the required M/W/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/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/EBEs
- 4. Names of owners, addresses, telephone numbers, date and time and method of contact of qualified M/W/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/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/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/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/ (MWEBE Monthly Utilization Report).

EXHIBIT B 1

# **EXHIBIT C**

# M/W/EBE PARTICIPATION COMPLIANCE FORM

I do hereb	y certify that					
n articip at	a a Cubaantratar ar	Car	and Contractor	(Name o	of firm) intends to	
participate	e as a Subcontractor or	Ger	neral Contractor	on the project ret	erenced above.	
This firm i	s a (check only one):					
	Minority Business E controlled by a mine				_	
	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.					
	Evanston Based En of one year and wh					
Total prop	osed price of response	<del>)</del>		\$	· · · · · · · · · · · · · · · · · · ·	
Amount to	be performed by a M/	W/E	BE	\$	· · · · · · · · · · · · · · · · · · ·	
Percentag	ge of work to be perform	ned	by a M/W/EBE		%	
Informatio	n on the M/W/EBE Util	ized	:			
Na	me					
Ph	one Number					
Sig	nature of firm attesting	to p	articipation	· · · · · · · · · · · · · · · · · · ·	<del> </del>	
Titl	e and Date					
Тур	pe of work to be perforn	ned				
Please at	ach:					
	oper certification docu oropriate box below. Th					
_ _	Cook County Federal Certification City of Chicago			ion iness Enterprise ity Supplier Develo		

EXHIBIT C 1

2. Attach business license if applying as an EBE

# **EXHIBIT C**

# M/W/EBE UTILIZATION SUMMARY REPORT

The following Schedule ac	curately reflects the value	of each MBE/W	BE/EBE sub-agreem	ıent,
the amounts of money pai	d to each to date, and this	s Pay Request.	The total proposed p	rice
of response submitted is _				

				PERCENT OF
	FIRM TYPE		AMOUNT OF	TOTAL
MBE/WBE/EBE	(MBE/WBE/		SUB-	CONTRACT
FIRM NAME	EBE)	PERFORMED	CONTRACT	AMOUNT
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
TOTAL	1		\$	

EXHIBIT C 2

# EXHIBIT D

# M/W/EBE PARTICIPATION WAIVER REQUEST

ı am	OT	, a	ind I have authority to
	(Title)	(Name of Firm)	•
execute this	s certification on behalf	of the firm. I(	do
		1)	Name)
hereby cert	ify that this firm seeks to	waive all or part of this M/W	EBE partcipation goal
for the follo	wing reason(s):		
(CHECK A		CIFIC SUPPORTING DOCU	JMENTATION MUST BE
	1. No M/W/EBEs resp	oonded to our invitation to bid	
	2. An insufficient num	ber of firms responded to our	invitation to bid.
	For #1 & 2, please	e provide a narrative descril	oing the outreach efforts
	from your firm ar	nd proof of contacting at leas	st 15 qualified M/W/EBEs
	prior to the bid o	pening. Also, please attach	the accompanying form
	with notes regar	ding contacting the Assist A	Agencies.
	3. No sub-contracting	opportunities exist.	
	Please provide a w	ritten explanation of why	sub-contracting is not
	feasible.		
	4. M/W/EBE participa	ition is impracticable.	
	Please provide a w	ritten explanation of why N	I/W/EBE participation is
	impracticable.		
Therefore,	we request to waive _	of the 25% utilization g	oal for a revised goal of
%.			
Signature:_			Date:
	(Signat	ture)	

EXHIBIT D 1

**EXHIBIT E** 

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

Construction Contractors' A			
	DATE	CONTACT	RESULT OF
AGENCY	CONTACTED	PERSON	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: <u>bcunewera@ameritech.net</u>			
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			
	1	1	1

<u>PLEASE NOTE</u>: 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 E 1

# **EXHIBIT F - NOT APPLICABLE**

# CITY OF EVANSTON LOCAL EMPLOYMENT PROGRAM (LEP) COMPLIANCE

# **Effective Date January 1, 2015**

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

 Ordinance 60-O-14, Amendment to the MWEBE/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 MWEBE 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 contactor 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 contactor 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.

<u>If the contactor or sub-contractor fails to comply</u>: 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 Business Workforce Compliance Coordinator.

\*\*Detailed Local Employment Program Instructions "How to Comply" can be found at: Local Employment Program Detailed Instructions

<u>Local Employment Program or Exhibit F Questions:</u> City staff is available for assistance to help with compliance. Submit questions in writing to Tammi Nunez, Purchasing Manager at <a href="mailto:tnunez@cityofevanston.org">tnunez@cityofevanston.org</a>.

EXHIBIT F

# **EXHIBIT F - NOT APPLICABLE**

### 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:

Code	Section 1-17-1(C): Local Employment Program. Tintend to comply with the program as follows:
Estima	ated 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.
	ERSTAND THAT FAILURE TO COMPLY WITH THE LEP, REGARDLESS OF INTENT, MAY RESULT IN MAXIMUM PENALTY AS SET FORTH Y CODE SECTION 1-17-1(C)(11), AS AMENDED.
	WAIVER WILL BE GRANTED ONLY AFTER SINCERE ATTEMPT TO COMPLY*
REASC	DNS 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:
THF FO	LLOWING DEMONSTRATE <b>SINCERE ATTEMPT TO COMPLY</b> : 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
0.	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.
Emplo	e read The City of Evanston, Local Employment Program (LEP) requirements as set forth in City Code Section 1-17-1(C): Local byment Program. I understand and will comply with the LEP requirements for this project with respect to the job and/or any waiver, policable. I UNDERSTAND THAT IF MY APPLICATION IS NOT COMPLETE, MY BID MUST BE REJECTED.
SIGNE	D:
Signat	ture Printed Name and Title Date
On be	half of Company:

EXHIBIT F 2

### **EXHIBIT G**

# 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)				
IR	S EMPLOYER I.D. NUMBER 36			
1.	Bidder has participated in a previous contract or sub-contract subject to the Equal Opportunity ClauseYesNo			
2.	Bidder has filed all compliance reports due under applicable instructions. YesNo			
3.	Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? YesNo			
Na	ame:			
Title:				
Signature:				
Da	Date:			

EXHIBIT G

# **DISCLOSURE OF OWNERSHIP INTERESTS**

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

APPLICANT NAME:
APPLICANT ADDRESS:
TELEPHONE NUMBER:
FAX NUMBER:
APPLICANT is (Check One)
1. Corporation ( ) 2. Partnership ( ) 3. Sole Owner ( ) 4. Association ( )
5. Other()
Please answer the following questions on a separate attached sheet if necessary.
SECTION I - CORPORATION
1a. Names and addresses of all Officers and Directors of Corporation.
1b. (Answer only if corporation has 33 or more shareholders.) Names and addresses of all those shareholders owning shares equal to or in excess of 3% of the proportionate ownership interest and the percentage of shareholder interest. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material required herein.)

1c.	(Answer only if corporation has fewer than 33 shareholders.) Names and addresses of all shareholders and percentage of interest of each herein. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material requested herein.)
SEC	TION 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.
<u>SEC</u>	TION 3 - TRUSTS
За.	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.		
SEC	TION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE		
4a.	Specify which, if any, interests disclosed in Section 1, 2, or 3 are being held by an agent or nominee, and give the name and address of principal.		
4b.	If any interest named in Section 1, 2, or 3 is being held by a "holding" corporation or other "holding" entity not an individual, state the names and addresses of all parties holding more than a 3% interest in that "holding" corporation or entity as required in 1(a), 1(b), 1(c), 2(a), and 2(b).		
4c.	If "constructive control" of any interest named in Sections 1, 2, 3, or 4 is held by another party, give name and address of party with constructive control. ("Constructive control" refers to control established through voting trusts, proxies, or special terms of venture of partnership agreements.)		

and currer	•	terest known to me. Information provid	ed is accurate
Date		Signature of Person Prepari	ng Statement
		Title	
ATTEST:	Notary Public	(Notary Seal)	
Commissi	on Expires:		

# EXHIBIT I

# **ADDITIONAL INFORMATION SHEET**

Bid/Proposal Name:
Bid/Proposal Number #:
Company Name:
Contact Name:
Address:
City,State, Zip:
Telephone/FAX: #
E-mail:
Comments:

# **EXHIBIT J**

# CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE RATE ACT

The undersigned, upon being first duly sworn, hereby certifies to the City of Evanston, Cook, County, Illinois, that all work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, 820 ILCS 130 *et seq*, and as amended by Public Acts 86-799 and 86-693 and 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	e of Contractor:		
Ву: _			
Ву:	State of	, County of	
Subs	cribed and sworn to before n	ne this	day
of	·		

**Notary Public** 

EXHIBIT J 1

# **EXHIBIT K**

#### 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.

<u>Category</u> <u>Number</u>	Name of Sub-contractor	Address and <u>Telephone</u>
		•
(Attach additional she	ets as required)	

#### **END OF SECTION**

EXHIBIT K

# EXHIBIT L

# **CONFLICT OF INTEREST**

	, hereby certifies that it
has conducted an investigation into whether an act between the Bidder, its owners and employees an Evanston.	
Bidder further certifies that it has disclosed any sugand acknowledges if Bidder/proposer has not discinterest, the City of Evanston may disqualify the b	closed any actual or potential conflict of
(Name of Bidder/proposer if the Bidder/proposer i (Name of Partner if the Bidder/proposer is a Partn (Name of Officer if the Bidder/proposer is a Corpo	nership)
The above statements must be subscribed and sw Subscribed and Sworn to this day of	• •
Notary Public	(Notary Seal)
Commission Expires:	

EXHIBIT L 1

# **EXHIBIT M**

# SIGNATURE FORM THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

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

Authorized Signature:
Company Name:
Typed/Printed Name:
Date:
Title:
Telephone Number:
E-mail
Fax Number:

EXHIBIT M 1

# **Exhibit N**

# **Contractor Services Agreement Acknowledgement Page**

The City has attached its standard contractor services agreement as an exhibit to this bid 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 Bidder's response. Please check one of the following statements: I have read the contractor services agreement and plan on executing the agreement without any exceptions. My firm cannot execute the City's standard contractor service agreement unless the exceptions noted below or in the attached sample contractor services 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 Company Signature: Name: Typed/Printed

EXHIBIT N 1

Date:

Name and Title:

### **Exhibit N**



# CONTRACTOR SERVICES AGREEMENT

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

2022 REBUILD IL / MFT RESURFACING PROJECT

(BID #22-23)

THIS AGREEMENT (hereinafter referred to as the "Agreement") is entered into 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 Contractor name here], with offices located at [Insert Contractor address here], (hereinafter referred to as the "Contractor"). Compensation (the "Compensation") for all basic services provided by the Contractor pursuant to the terms of this Agreement shall not exceed \$[Insert fee here].

Revision March 2020

EXHIBIT N 1

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### RECITALS

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

Work on this project includes: the resurfacing of various streets with minor utility repairs, ADA Ramps, concrete curb and sidewalk replacement and all incidental work including all materials and equipment. Bidders must be pre-qualified by Illinois Department of Transportation and present IDOT issued "Certificate of Eligibility with proposal.

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

- a) City of Evanston Bid 22-23, attached as Exhibit A.
- b) Contractor's response to Bid 22-23, attached as Exhibit B.
- c) Any sub-contractor sub-contracts related to this Agreement, attached as Exhibit C.
- d) Project Fee Schedule and hourly rates, attached as Exhibit D (N/A).

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

#### 1 Services and Duties of the Contractor

- 1.1 The Contractor shall perform professional services and provide equipment (the "Work") in accordance with Exhibits A, B, C and D. The Contractor retains the right to control the manner of performance of the services provided for in this Agreement and is an independent contractor and not agent or an employee of the City. All employees and sub-contractors of the Contractor shall likewise not be considered to be employees of the City. Contractor is solely responsible for the means and methods of all work performed under the terms of this Agreement for this Project ("the Project"). Contractor is an independent Contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker's Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Contractor acknowledges and agrees that should Contractor or its sub-contractors provide false information, or fail to be or remain in compliance with this Agreement; the City may void this Agreement.
- 1.2 The Contractor warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Contractor's work and all indemnity and insurance requirements. Contractor further affirms that it has visited the Project site and has become familiar with all special conditions, if any, at the Project site. Contractor shall perform the Work and its obligations under this Agreement in accordance with and subject to the Contract Documents to the full extent that each such provision is applicable to the Work. Contractor shall take necessary precautions to properly protect the Work of others, if any, from damage caused

by operations under this Agreement. In addition, Contractor shall protect the work during normal and adverse weather conditions until the Project is complete and accepted by the City, or until the Contractor has fully completed its work under this Agreement. Contractor's obligations include, but are not limited to, placing and adequately maintaining at or about all locations of Project work, sufficient guards, barricades, lights, and enclosures to protect the Work.

- 1.3 The Contractor shall not have any public or private interest and shall not acquire directly or indirectly any such interest which conflicts in any manner with the performance of its services under this Agreement.
- 1.4 The Contractor shall designate, in writing, a person to act as its Project Manager for the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Contractor's policies and decisions with respect to the work covered by this Agreement.
- 1.5 The Contractor shall employ only persons duly licensed by the State of Illinois to perform the professional services required under this Agreement for which applicable Illinois law requires a license, subject to prior approval of the City. The Contractor shall employ only well qualified persons to perform any of the remaining services required under this Agreement, also subject to prior approval of the City. The City reserves the right to require replacement of Contractor, sub-contractor, or supplier personnel for any reason. Contractor will replace the unacceptable personnel at no charge to the City. For all solicitations or advertisements placed by or on behalf of Contractor for employees for this Project it will state that the Contractor is an Equal Opportunity Employer.
- 1.6 Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Contractor's control, the Contractor shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Contractor shall cooperate to determine what records are subject to such a request and whether or not any exemption to the disclosure of such records, or part thereof, is applicable. Contractor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Contractor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.
- 1.7 The Contractor shall obtain prior approval from the City prior to sub-contracting with any entity or person to perform any of the work required under this Agreement. The Contractor may, upon request of the City, submit to the City a draft sub-contractor agreement for City review and approval prior to the execution of such an agreement. Any previously entered into sub-contractor agreement(s) are attached as Exhibit C. If the Contractor sub-contracts any of the services to be

performed under this Agreement, the sub-contractor agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent. The Contractor shall be responsible for the accuracy and quality of any sub-contractor's work.

- 1.8 The Contractor shall cooperate fully with the City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by OSHA relative to this Project, as necessary. Contractor shall cooperate with the City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.
- Occupational Safety and Health Administration standards (OSHA) for this Project in effect as of the date of the execution of this Agreement, or as otherwise promulgated by OSHA in the future taking effect during the pendency of this Project. Contractor shall enforce all such standards and ensure compliance thereto as to its own agents and employees, and as to the agents and employees of any sub-contractor throughout the course of this Project. Contractor is solely responsible for enforcing and complying with all applicable safety standards and requirements on this Project, and is solely responsible for correcting any practices or procedures which do not comply with the applicable safety standards and requirements for this Project. Any Project specific safety requirements applicable to this Project must be followed by Contractor and any sub-contractor(s) on the Project. Additionally, all such safety requirements shall be made a part of any sub-contractor agreement.
- 1.10 The Contractor shall submit to the City a progress report each month this Agreement is in effect. The report shall include the following items:
  - a) A summary of the Contractor's project activities, and any sub-contractor project activities that have taken place during the invoice period;
  - b) A summary of the Contractor's project activities and any sub-contractor project activities, that shall take place during the next invoice period;
  - c) A list of outstanding items due to or from the City; and
  - d) A status of the Project schedule.
- 1.11 The Contractor shall perform the work required under this Agreement pursuant to high quality industry standards expected by the City. The Contractor shall apply for and receive all appropriate permits before performing any work in the City. The Contractor shall also provide the appropriate permit drawings for Building Permits to be issued for the Project, if said permits are obligated by the Project. The City will assist the Contractor with obtaining the appropriate building and right-of-way permits.
- 1.12 The Contractor shall provide drawings of record, in the following 3 electronic formats for all locations where equipment has been installed and/or work has been performed. The electronic formats required by this Section 1.12 are Auto Cad Version 2007, ArcView and PDF.

- 1.13 Contractor recognizes that proper cleanup and removal of construction debris is an important safety consideration. The Contractor shall be solely responsible for daily construction site/area cleanup and removal of all construction debris in accordance with City-approved disposal practices. Contractor shall be solely responsible for identifying and removing at its expense all hazardous material and waste which it uses and generates.
- 1.14 To the extent that there is any conflict between a provision specified in this Agreement, with a provision specified in any of the other Contract Documents, as defined in Section 1.15, this Agreement shall control. The City and the Contractor may amend this Section 1.14 as provided by Section 15 herein.

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

- 1.15 The Contract Documents for this Project consist of:
- a) This Agreement;
- b) The City's RFP/RFQ, and the plans, specifications, general conditions, drawings addenda, and modifications thereto;
- c) The Contractor's response to the RFP/RFQ/Bid;
- d) Other exhibits and schedules, if any, listed in this Agreement;
- e) Amendments or Other Contract Documents, if any; and
- f) Amendments/Modifications to this Agreement issued after execution thereof.
- 1.16 As a condition of receiving payment, Contractor must (i) be in compliance with the Agreement, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). Contractor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; <a href="http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx">http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx</a> to ensure compliance with prevailing wage requirements), (iii) pay its suppliers and sub-contractors according to the terms of their respective contracts, and (iv) provide lien waivers to the City upon request.

#### 2 Standard Certifications

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

This section, and each subsection, applies to sub-contractors used on this Agreement.

Contractor shall include these Standard Certifications in any sub-contract used in the performance of the Agreement.

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

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

- 2.1 As part of each certification, Contractor acknowledges and agrees that should Contractor or its sub-contractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
  - the Agreement may be void by operation of law,
  - the City may void the Agreement, and
  - Contractor and its sub-contractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.
- 2.2 By signing this Agreement, the Contractor certifies that it has not been barred from being awarded a contract with a unit of State or local Government as a result of bid rigging or bid rotating or similar offense, nor has it made any admission of guilt of such conduct that is a matter of public record. (720 ILCS 5/33 E-3, E-4).
- 2.3 In the event of the Contractor's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared non-responsible and therefore ineligible for future contracts or sub-contracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
  - 2.4 During the term of this Agreement, the Contractor agrees as follows:
  - a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.
  - b) That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

- 2.5 The Contractor certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2105 et. seq.), that it has a written sexual harassment policy that includes, at a minimum, the following information:
  - a) The illegality of sexual harassment;
  - b) The definition of sexual harassment under State law;
  - c) A description of sexual harassment utilizing examples;
  - d) The Contractor's internal complaint process including penalties;
  - e) Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and
  - f) Protection against retaliation as provided to the Department of Human Rights.
- 2.6 In accordance with the Steel Products Procurement Act (30 ILCS 565), Contractor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.
- 2.7 Contractor certifies that it is properly formed and existing legal entity and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.
- 2.8 If Contractor, or any officer, director, partner, or other managerial agent of Contractor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Contractor certifies at least five years have passed since the date of the conviction.
- 2.9 Contractor certifies that if more favorable terms are granted by Contractor to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms will be applicable under this Agreement.
- 2.10 Contractor certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.
- 2.11 The Contractor certifies that all Design Professionals performing the Work under this Agreement will ensure that the Project shall be designed in conformance with the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101, *et seq.*, and all regulations promulgated thereunder. Design Professional means any individual, sole proprietorship, firm, partnership, joint venture, corporation, professional corporation, or other entity that offers services under the Illinois Architecture Practice Act of 1989 (225 ILCS 305/), the Professional Engineering Practice Act of 1989 (225 ILCS 325/), the Structural Engineering Licensing Act of 1989 (225 ILCS 340/), or the Illinois Professional Land Surveyor Act of 1989 (225 ILCS 330/).
  - 2.12 The Contractor shall comply with all federal, state and local laws, statutes,

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

# 3 Additional Services/Change Orders

- 3.1 If the representative of the City responsible for the Project verbally requests the Contractor to perform additional services, the Contractor shall confirm in writing that the services have been requested and that such services are additional services. Failure of the City to respond to the Contractor's confirmation of said services within thirty (30) calendar days of receipt of the notice shall be deemed a rejection of, and refusal to pay for the additional services. Contractor shall not perform any additional services until City has confirmed approval of said additional services in writing. If authorized in writing by the City, the Contractor shall furnish, or obtain from others, additional services of the following types, which shall be paid for by the City as set forth in Section 9 of this Agreement:
  - a) Additional Services due to significant changes in scope of the Project or its design, including, but not limited to, changes in size, complexity or character of construction, or time delays for completion of work when such delays are beyond the control of the Contractor;
  - b) Revisions of previously approved studies, reports, design documents, drawings or specifications;
  - c) Preparation of detailed renderings, exhibits or scale models for the Project;
  - d) Investigations involving detailed consideration of operations, maintenance and overhead expenses for the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material and labor, and material audits or inventories required for certification of force account construction performed by the City;
  - e) Services not otherwise provided for in this Agreement.
- 3.2 The City may, upon written notice, and without invalidating this Agreement, require changes resulting in the revision or abandonment of work already performed by the Contractor, or require other elements of the work not originally contemplated and for which full compensation is not provided in any portion of this Agreement. Any additional services, abandonment of services which were authorized by the City, or changes in services directed by the City which result in the revision of the scope of services provided for in Exhibits A, B, C, and D that cause the total Compensation due Contractor under this Agreement to exceed \$25,000 or more, or increase or decrease the contract duration by more than 30 days are subject to approval by the Evanston City Council. These actions must be addressed either in a written Change Order or in a written amendment to this Agreement approved by both parties.
- 3.3 Contractor acknowledges and agrees that the Public Works Construction Change Order Act, 50 ILCS 525/1 et seq. shall apply to all Change Orders for the Project. It is expressly understood and agreed to by Contractor that it shall not be entitled to any damages or Compensation

from the City on account of delay or suspension of all or any part of the Work. Contractor acknowledges that delays are inherent in construction projects and Contractor assessed that risk and fully included that risk assessment within its contract sum specified in its Response to the City Bid for this Project. The City shall not compensate Contractor for work that is more difficult than the contract sum specified in its Response would reflect. Delays to minor portions of the Work will not be eligible for extensions of time.

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

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

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

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

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

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

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

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

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

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

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

Contractor's	<b>Initials:</b>	

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

#### 4 Bonds

- 4.1 Before the Scheduled Construction Commencement Date, the Contractor is required to furnish unconditional performance and payment bonds in the amount of 100% of the Compensation as security for the faithful performance and completion of all the Contractor's obligations under the Contract Documents and covering the payment of all materials used in the performance of this Agreement and for all labor and services performed under this Agreement. All Bonds shall be issued on a form acceptable to the City. The bonds must be for the entire term of the Agreement. Failure to provide these bonds shall constitute a breach of Contractor's obligations under this Agreement. Each surety providing the Bonds must have a Best's rating not less than A/X and be licensed in Illinois and shall be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 as published in the Federal Register and available on the website of the U.S. Department of the Treasury, Financial Management Service. www.fms.treas.gov/c570/c570.html. All Bonds signed by an agent must be accompanied by a certified copy of his or her authority to act. It shall be the duty of the Contractor to advise the surety or sureties of any Change Orders that result in an increase to the Compensation and to ensure that the amounts of the Bonds are updated to reflect and cover any such increases throughout the course of the Project. The cost of such Bonds shall be included within the Compensation.
- 4.2 If the surety behind any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State or it ceases to meet any of the requirements of this Contract, the Contractor shall, within [5] five days thereafter, substitute another Bond of equivalent value and surety, both of which must be acceptable to the City. In addition, no further progress payments under the Agreement will be made by the City until the Contractor complies with the provisions of this Agreement. The Contractor shall furnish to the City proof of any required bonds and proof of required insurance as one of the conditions precedent to payment under the Agreement. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment or performance of obligations arising under the Contract, the Contractor

shall promptly furnish a copy of the bonds or authorize a copy to be furnished. All surety Bonds provided for in this Section shall incorporate by reference this Agreement, and any language that may be in any such surety Bond which conflicts with the provisions of this Agreement that define the scope of the surety('s) duty(ies) shall be of no force and effect.

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

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

# 6 The City's Responsibilities

- 6.1 The City may evaluate the Contractor's and any sub-contractor's performance (interim and final). Timeliness in meeting the Project schedule and the overall relationship with the Contractor are factors that will be considered in the Contractor's performance rating. An unfavorable performance rating may be a factor when future assignments are being considered.
- 6.2 The City makes no representation or warranty of any nature whatsoever as to the accuracy of information or documentation provided by the City to the Contractor which were generated or provided by third parties.

# 7 Period of Service

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

7.2 Each phase of the project shall be completed in accordance with the activities outlined in the City's Bid 22-23, Exhibit A. Project phases include:

# 7.2.1 As Specified in Special Provision

# 8 Payment for Services and Reimbursements

- 8.1 Within the first five (5) business days of each month, the Contractor shall invoice the City for Work completed during the previous month. The Contractor shall provide a detailed invoice that relates invoiced items to the Contractor's response to Bid 22-23 in both quantity and unit cost. Any discrepancies in the monthly invoice shall be promptly brought to the attention of the Contractor by the City Project Manager and efforts shall be made to promptly resolve said discrepancies between the City and Contractor. In the event the City and Contractor cannot resolve invoice discrepancies, items in dispute will be removed from the invoice and the City shall approve the remainder of the invoice. Payment will be made as soon as possible following the City Council meeting in which the item appeared on the bills list, and in accordance with all applicable laws and rules of the City of Evanston and the State of Illinois.
- 8.2 In the event of termination by the City of this Agreement pursuant to paragraph 9.1 after completion of any phase of the basic services, fees due the Contractor for services rendered through such phase shall constitute final payment for such services, and no further fees shall be due to the Contractor. In the event of such termination by the City during any phase of the basic services, the Contractor shall be paid for services rendered on the basis of the proportion of work completed on the phase to date of termination.
- 8.3 The City shall have the right to withhold payment to the Contractor due to the quality of a portion or all of the work performed hereunder which is not in accordance with the requirements of this Agreement, or which is unsatisfactory, or is due to the Contractor's failure or refusal to perform any of its obligations hereunder. Compensation in excess of the total contract amount specified in this Agreement will not be allowed unless justified in the City's sole judgment and authorized in advance as provided for in Section 3 of this Agreement. Compensation for improper performance by the Contractor is disallowed.
- 8.4 Upon completion of the Work performed by the Contractor, prior to the submission of a request for final payment, the City and Contractor shall perform a final acceptance test and review of the Work performed and/or equipment installed pursuant to the Agreement. A punch list of items outstanding will be jointly developed by the City and Contractor. In addition, the Contractor shall submit drawings of record for the Project for the City to approve. The Contractor shall promptly resolve all punch list items to the satisfaction of the City, and shall transmit to the City in writing confirmation that all punch list items have been resolved. The City will review, and the Contractor shall modify, as necessary, any drawings of record to the satisfaction of the City. Punch list items and drawings of record must be approved by the City prior to the Contractor submitting its final invoice for payment.

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

#### 8.6 All Project invoices shall be sent to:

City of Evanston [Public Works Agency/ Capital Planning & Engineering] 2100 Ridge Avenue
Evanston, Illinois 60201

with a copy to:

City of Evanston [Sat Nagar, P.E.] Senior Project Manager 2100 Ridge Avenue Evanston, Illinois 60201

# 9 Notice and Cure/Termination

- 9.1 In furtherance of Contractor's Work on this Project, the City and the Contractor agree that the following Notice and Cure provision in this Section 9.1 shall apply during the duration of Contractor's work on this Project, in addition to the reserved rights of the City enumerated in this Agreement as follows:
  - 5.1 Liquidated Damages;
  - 8.3 City's right to withhold payment;
  - 16.2 Contractor's duty to revise and correct errors; and
  - 16.3 Contractor's duty to respond to City's notice of errors and omissions.

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

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

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

- 9.3 Within thirty (30) days of termination of this Agreement, the Contractor shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCAD Version 2007, ArcView, PDF, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Work herein. Upon receipt of said items, the Contractor shall be paid for labor and expenses incurred to the date of termination as provided in Section 8.2. This Agreement is subject to termination by either party if either party is restrained by a state or federal court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations through the date of termination. No lien shall be filed by the Contractor in the event of a termination of this Agreement by the City.
- 9.4 If, because of death or any other occurrence, including, but not limited to, Contractor becoming insolvent, it becomes impossible for any principal or principals of the Contractor to render the services set forth in this Agreement, neither the Contractor, nor its surviving principals shall be relieved of their obligations to complete the professional services. However, in the event of such an occurrence, the City at its own option may terminate this Agreement if it is not furnished evidence that competent professional services can still be furnished as scheduled.
- 9.5 In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right to terminate this Agreement without prior written notice.

#### 10 Insurance

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

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

After award of the Contract to Contractor (contracts over \$500,000 in value or if the project is deemed high risk) the Contractor **shall** give the City a certified copy (ies) of the insurance policy

(ies) evidencing the amounts set forth in Section 10.2, and copies of the Additional Insured endorsement to such policy (ies) which name the City as an Additional Insured for all Work done pursuant to this Agreement before Contractor does any Work pursuant to this Agreement. Contractor's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the City. Contractor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies.

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

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

- 10.2 Contractor shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Contractor, and insuring Contractor against claims which may arise out of or result from Contractor's performance or failure to perform the Services hereunder:
  - a) Worker's compensation in statutory limits and employer's liability insurance in the amount of at least five hundred thousand dollars (\$500,000);
  - b) Comprehensive general liability coverage which designates the City as an additional insured for not less than three million dollars (\$3,000,000) combined single limit for bodily injury, death and property damage, per occurrence;
  - c) Comprehensive automobile liability insurance covering owned, non-owned, and leased vehicles for not less than one million dollars (\$1,000,000) combined single limit for bodily injury, death, or property damage, per occurrence; and

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

Contractor expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects the City. Contractor expressly agrees that its insurance coverage is required to be primary by this Agreement, that its insurance coverage shall be on a primary and non-contributory basis, and that it and its

insurance carrier are estopped from denying such coverage is primary. In the event Contractor fails to purchase or procure insurance as required above, the parties expressly agree that Contractor shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy, or reimbursement, at law or in equity, against Contractor.

#### 11 Indemnification

- 11.1 The Contractor shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Contractor or Contractor's sub-contractors, employees, agents or sub-contractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.
- 11.2 Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Contractor shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

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

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

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

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

# 12 Drawings and Documents

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

# 13 Successors and Assigns

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

# 14 Force Majeure

- 14.1 Whenever a period of time is provided for in this Agreement for the Contractor or the City to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation:
  - a) Acts of nature;
  - b) Acts or failure to act on the part of any governmental authority other than the City or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement;
  - c) Acts or war;
  - d) Acts of civil or military authority;

- e) Embargoes;
- f) Work stoppages, strikes, lockouts, or labor disputes;
- g) Public disorders, civil violence, or disobedience;
- h) Riots, blockades, sabotage, insurrection, or rebellion;
- i) Epidemics or pandemics;
- i) Terrorist acts;
- k) Fires or explosions;
- 1) Nuclear accidents:
- m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities;
- n) Major environmental disturbances; or
- o) Vandalism.

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

#### 15 Amendments and Modifications

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

# 16 Standard of Care & Warranty

- 16.1 The Contractor shall perform all of the provisions of this Agreement to the satisfaction of the City. The City shall base its determination of the Contractor's fulfillment of the scope of the work in accordance with generally accepted professional standards applicable to the Work for this Project. The Contractor shall perform all of the provisions of this Agreement with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions.
- 16.2 The Contractor shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The City's acceptance of any of the Contractor's professional services shall not relieve the Contractor of its responsibility to subsequently correct any such errors or omissions. If a Contractor has provided the City with specifications for this Project which are determined to be incorrect or which require revision during the solicitation process (including but not limited to Requests for Proposals, Requests for Qualifications, or bids), the Contractor shall make such corrections or revisions to the specifications at no cost to the City. Further, upon receipt of an invoice from the City, the Contractor shall promptly reimburse the City for the reasonable costs associated with the preparation and dissemination of said corrections or revisions to appropriate parties, including but not limited to preparation of the corrected or revised

documents, and printing and distribution costs.

- 16.3 During the pendency of its Work on this Project, the Contractor shall respond to the City's notice of any errors or omissions within twenty-four (24) hours. The Contractor shall be required to promptly visit the Project site(s) if directed to by the City.
- 16.4 The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.
  - 16.5 Contractor guarantees and warrants to the City that:
  - a) All materials and equipment furnished under this Agreement shall be of good quality and new, unless otherwise required or permitted by the Contract Documents;
  - b) The Work of this Agreement shall be free from defects which are not inherent in the quality required; and
  - c) The Work shall comply with the requirements set forth in the Contract Documents.

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

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

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

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

# 17 Savings Clause

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

# 18 Non-Waiver of Rights

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

# 19 Entire Agreement

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

# 20 Governing Law

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

# 21 Ownership of Contract Documents

21.1 Contractor is specifically prohibited from using in any form or medium, the name or logo of the City for public advertisement, unless expressly granted written permission by the City. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with this Project is not to be construed as publication in derogation of the City's reserved rights.

# 22 Notice

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

City of Evanston Project Manager, Bid 22-23 2100 Ridge Avenue Evanston, Illinois 60201

if to the Contractor:

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

# 23 Severability

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

# 24 Execution of Agreement

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

# 25 Counterparts

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

#### 26 Authorizations

26.1 The Contractor's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Contractor's board of directors or its bylaws to execute this Agreement on its behalf. The City Manager affirms that he/she has been lawfully authorized to execute this Agreement. The Contractor and the City shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances, or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

#### 27 Time of Essence

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

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

CON	TRACTOR	
Зу:		
lamo	e:	
s:		
ate:	Y OF EVANSTON	
s:	Kelley A.Gandurski	Date:
ppr	oved as to form:	
By: _	N' 1 1 F.G.	
ts:	Nicholas E. Cummings Corporation Counsel	
ts:	Corporation Counsel	

Revision: April 2021

#### **EXHIBIT 0**

#### **BID BOND SUBMITTAL LABEL**

#### CUT AND ATTACH LABEL ON OUTSIDE OF SEALED BID BOND SUBMITTAL

<b>%</b>	
BID SUBMITTAL NUMBER:	
BID SUBMITTAL NAME:	
BID SUBMITTAL DUE DATE/TIM	E:
COMPANY NAME:	
COMPANY ADDRESS:	
COMPANY TELEPHONE #:	
×	

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

The original bid bond (in the amount of 5% of the original bid amount) must be mailed within ten (10) days after the bid due date, to the City of Evanston Purchasing Department, 2100 Ridge Avenue - Room 4200 Evanston, Illinois 60201 Attention Purchasing Manager using the USPS (certified or priority), UPS or FedEx mail options in order to have a tracking number; which sum shall be forfeited in case the successful bidder fails to enter into a binding contract and provide a properly executed contract and surety bond within 15 days after the date the contract is awarded by the City.

EXHIBIT O 1

# **CITY OF EVANSTON**

# 2022 REBUILD IL /MFT Resurfacing Project IDOT Section No. 22-00292-00-RS Evanston Bid Number: 22-23

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# STATE OF ILLINOIS City of Evanston

# **CONTRACT SPECIFICATIONS**

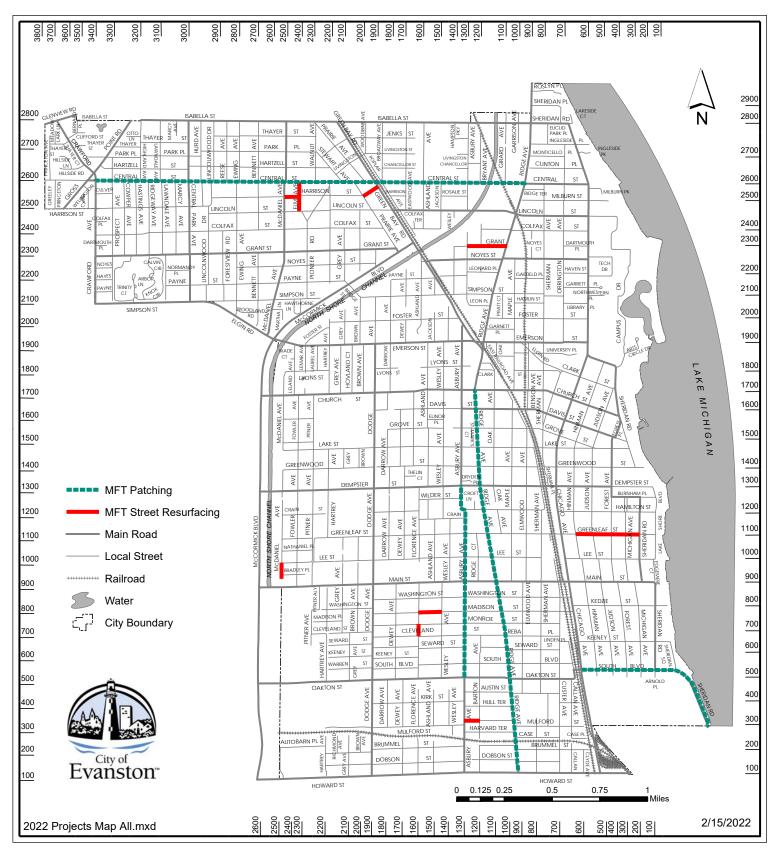
For 2022 REBUILD IL /MFT Resurfacing Project

IDOT Section No. 22-00292-00-RS Evanston Bid Number: 22-23

# 2022 REBUILD IL /MFT RESURFACING PROJECT 22-00292-00-RS

STREET	FROM	то	LENGTH (FEET)	WIDTH (FEET)	REMARKS
ELM AVENUE	LINCOLN STREET	CENTRAL STREET	746	26	LOCAL
FLORENCE AVENUE	CLEVELAND STREET	MONROE STREET	392	30	LOCAL
GRANT STREET	ASBURY AVENUE	RIDGE AVENUE	1,053	24	LOCAL
GREENLEAF STREET	HINMAN AVENUE	SHERIDAN ROAD	1,638	30	LOCAL
HARRISON STREET	McDANIEL AVENUE	ELM AVENUE	366	26	LOCAL
HARRISON STREET	PRAIRIE AVENUE	GREEN BAY ROAD	437	29	LOCAL
MADISON STREET	FLORENCE AVENUE	WESLEY AVENUE	704	30	LOCAL
McDANIEL AVENUE	SOUTH DEAD END	LEE STREET	452	28	LOCAL
MULFORD STREET	ASBURY AVENUE	BARTON AVENUE	385	29	LOCAL
		TOTAL	6,173		
		( HMA SURFACE PATCHING	<b>i</b> )		
ASBURY AVENUE	OAKTON STREET	DEMPSTER STREET	5,380	30 & 45	COLLECTOR
CENTRAL STREET	CRAWFORD AVENUE	RIDGE AVENUE	11,910	40 & 50	COLLECTOR
RIDGE AVENUE	HOWARD STREET	CHURCH STREET	10,640	36	COLLECTOR
SOUTH BOULEVARD	CHICAGO AVENUE	SOUTH CITY LIMIT	4,470	42	COLLECTOR

# 2022 Rebuild IL / MFT Resurfacing Project



#### **CITY OF EVANSTON**

#### **SPECIAL PROVISIONS**

#### 2022 REBUILD IL /MFT Resurfacing Project

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

# 2022 REBUILD IL /MFT Resurfacing Project IDOT Section No. 22-00292-00-RS Evanston Bid Number: 22-23

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

#### **PROJECT DESCRIPTION**

Work on this project includes the resurfacing of various streets with minor utility repairs, concrete curb and sidewalk replacement, and all incidental work including all materials, labor and equipment. The project also includes surface patching on various streets in City of Evanston.

#### **COMPLETION DATES**

Work is anticipated to commence no earlier than June 6, 2022 and shall be substantially complete within **40 Working days** or by **July 30, 2022**, whichever comes first. The contract award is scheduled for May 9, 2022. The contract has two separate phases to accommodate various neighborhood activities in City of Evanston.

<u>Phase I – Florence, Greenleaf, Madison, McDaniel and Mulford and Surface Patching</u> Work is anticipated to commence no earlier than May 31, 2022 and shall be substantially completed within **20 working days** or by **June 30, 2022**, whichever comes first.

#### Phase II – Elm, Grant, Harrison/Elm and Harrison/Prairie

Work shall commence no earlier than the week of July 5, 2022 and shall be substantially completed within **20 working days** or by **July 27, 2022**, whichever comes first.

The surface patching work at various locations in City of Evanston must be completed during the period from June 6 to June 24, 2022.

Substantial completion shall be defined as completion of all items of work with the exception of punch list items and sod installation; preparation of the parkway area for sodding shall be complete. Additional preparation of the parkway area prior to sod installation after August 31 when temperatures allow will not be paid for separately but shall be considered as included in the contract. Concrete work will be required to be completed one side of the street at a time.

Final contract completion date (including punch list) is **September 16, 2022.** Only sod watering may occur after the contract completion date. The City reserves the right to assess deductions in the amounts as detailed in Article 108.09 of the Standard Specifications per Work Day for each day of overrun for each of the interim/substantial working day and/or completion dates listed above in bold.

#### MATERIAL TESTING/INSPECTION

Add the following paragraphs to Article 106.01:

All materials incorporated in this Contract are to be inspected according to IDOT's QC/QA programs per the Project Procedures Guidelines (PPG). The latest version is available on the IDOT website at: <a href="http://www.idot.illinois.gov/Assets/uploads/files/Doing-Business/Manuals-Guides-&-Handbooks/Highways/Materials/PPG.pdf">http://www.idot.illinois.gov/Assets/uploads/files/Doing-Business/Manuals-Guides-&-Handbooks/Highways/Materials/PPG.pdf</a>. All material incorporated into the work shall originate from IDOT approved sources (as required by PPG) and/or be accompanied by sufficient IDOT approved evidence of material inspection. All mix designs for PCC and HMA shall be submitted to the Engineer with QC Plans for review and approval.

#### **SAW CUTS**

Add the following paragraphs to Article 442.05:

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

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

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

#### FIBER OPTIC UTILITIES

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

#### LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Add the following paragraphs to Article 107.09:

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

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

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

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

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

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

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

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

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

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

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

Delete Article 107.18 and replace it with the following:

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

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

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

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

Add the following paragraph to Article 107.25:

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

Delete Article 107.27 and replace it with the following:

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

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

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

#### i. <u>Procedure for Resolving Property Damage Disputes</u>

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

- Acknowledge the claim to the property owner.
- > Send a copy of the said claim and acknowledgment to Engineer.
- If the claim is not settled (or the Contractor does not agree to settle the claim) within five (5)

- calendar days, the Contractor shall:
- Forward the claim to the Contractor's insurance carrier.
- Require his insurance company to forward to Engineer an acknowledgment of receipt of the claim.

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

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

Add the following paragraphs to Article 107.30:

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

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

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

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

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

Delete the second and fourth paragraphs of Article 107.35.

Add Article 107.37, which shall read as follows:

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

#### STANDARDS 701301, 701501, 701801, 701901

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

At the Pre-Construction Meeting, the Contractor shall furnish the name, and a 24-hour telephone number of the individual in his direct employ, who is responsible for the installation and maintenance of the traffic control for the Project. In accordance with Article 108.01, if a subcontractor is to provide this aspect of the work, consent of the Engineer is required. This shall not relieve the Contractor of the foregoing requirement for an individual in his direct employ to superintend the implementation and maintenance of the traffic control.

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

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

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

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

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

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

Add Article 107.38, which shall read as follows:

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

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

Add Article 107.39, which shall read as follows:

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

Add Article 107.40, which shall read as follows:

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

## **PROSECUTION AND PROGRESS**

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

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

the suspension shall not affect the completion date of the Project. The Contractor shall notify the Engineer at least 24 hours, not including Saturdays, Sundays or legal holidays, prior to the resumption of work. The site must be left in a clean and neat manner, acceptable to the Engineer, prior to the authorization of the suspension.

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

a. The Contractor will be required to discuss their operations and get verbal and / or written permission at least twenty-four (24) hours in advance in order to work on the following dates:

Friday, April 15, 2022 Good Friday
Saturday April 23, 2022 Last Day of Passover
Thursday, September 27, 2022 Rosh Hashana
Wednesday, October 5, 2022 Yom Kippur

Delete Article 108.04 and replace it with the following:

"108.04 Normal Work Hours. Normal work hours shall be Monday through Friday (excluding legal holidays) between 7:00 am and 4:00 p.m. local time during the calendar dates specified in Article 108.03. Except for work required to maintain warning lights, barricades and other safety/health-related systems no work shall be performed on Saturdays, Sundays, legal holidays, or between 4:00 pm and 7:00 am on other days without specific permission of the Owner. Any violation for working hours contractor will be fined \$500.00 for each occurrence.

No work, except maintenance of warning lights, barricades and other safety/health-related systems, may be performed unless the Engineer is available to observe/inspect construction activities. Owner will provide the services of the Engineer as needed for construction observation/inspection between the hours of 7:00 am and 4:00 p.m., Monday through Friday, except legal holidays, in accordance with the calendar dates specified in Article 108.03.

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

#### **MEASUREMENT AND PAYMENT**

Delete Article 109.07 and replace it with the following:

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

# Documents to be Submitted With Applications for Partial Payment

- (a) MBE/WBE/EBE Monthly Utilization Report
- (b) All delivery tickets for concrete and asphalt.

- (c) Lien Waivers
- (d) Certified payrolls for general contractor and sub-contractors

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

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

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

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

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

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

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

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

performing work which causes the claim, the amount of extra cost to which the Contractor is entitled shall not include costs which, in the Engineer's sole opinion, could reasonably have been avoided if the Contractor had notified the Engineer prior to proceeding with the Work.

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

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

- "(e) Procedure. All claims and supporting documentation shall be submitted to the Engineer. The Engineer shall review each claim and advise the Owner of the Engineer's opinion of the relative merit of each claim and the dollar and/or time adjustment which the Engineer believes is warranted, if any. The Owner shall make a determination of the merit of each claim and the dollar and/or time adjustment, if any, which is appropriate for resolution of the claim. If Contractor is dissatisfied with the Owner's decision regarding merit, dollar adjustment, and/or time adjustment associated with a claim, the Contractor may request arbitration in accordance with the following:
  - All claims, counter-claims, disputes and other matters in question between the Owner and the Contractor arising out of, or relating to this Agreement or the breach of it, will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State.
  - Notice of the demand for arbitration shall be filed in writing with the other party to the Contract Documents and with the American Arbitration Association, and a copy shall be filed with the Engineer. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statue of limitations.
  - The Contractor will carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing."

#### TREE PROTECTION

Add the following paragraphs to Article 201.01:

Trees and shrubs damaged due to construction operations or removed without approval shall be replaced, at Contractor's expense, with trees or shrubs of like species and size, to a maximum trunk size of 6-inches diameter as directed by the Owner. If trees larger than 6-inches diameter are irreparably damaged or destroyed, the Contractor shall replace these trees with trees of like species 6-inches in diameter. Tree trimming, pruning, repair of wound surfaces, removal of trees and shrubs requested by Contractor, and replacement of trees and shrubs irreparably damaged shall be incidental to the items of work to which they pertain."

#### Parkway Tree Protection

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

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

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

**Care of Existing Plant Material.** If construction is to occur within the root zone of existing plant material, root pruning and special plant care will be required, as hereinafter specified. All pruning shall be performed by a professional arborist (someone whose principal occupation is the care and maintenance of trees).

The Contractor shall be responsible for taking measures to minimize damage to tree limbs, tree trunks, and tree roots at each work site. All such measures shall be included in the contract price for other work except that payment will be made for Temporary Fence and Root Pruning as separate pay items.

# A. Root Pruning:

- 1. Whenever the proposed excavation falls within the drip-line of a tree, the contractor shall:
  - a. Root prune 6-inches behind and parallel to the proposed edge of trench a neat, clean vertical cut to a minimum depth directed by the City Arborist through all the affected tree roots.
  - b. Root prune to a maximum width of 4 inches using a "Vermeer" wheel matching the following criteria. The root pruner wheel shall be 60" diameter (188" circumference) carrying 28 pair (56 total) stump cutter teeth with tooth spacing at 6.7" on center. The cutting depth shall be 24" and shall utilize a 65hp tractor. Trenching machines will not be permitted.
  - c. Exercise care not to cut any existing utilities.
  - d. If during construction it becomes evident that additional tree roots will require root pruning, the City Arborist and the Contractor shall have the root pruning sub-contractor return to the site to properly root prune the tree at the location directed by

the City Arborist. The contractor will be paid for the additional root pruning as described below; however, no additional compensation will be made for remobilization to the construction site.

- e. For locations where root pruning is performed for the purpose of curb and gutter removal and replacement, the contractor shall root prune 6-inches behind the curbing so as to neatly cut the tree roots.
- f. Depth of cut shall be 12 inches for curb removal and replacement and 24 inches for structural work. Any roots encountered at a greater depth shall be neatly saw-cut at no additional cost.
- g. The Engineer or City Arborist will mark locations where earth saw cutting of tree roots is required in the field.
- 2. All root pruning cuts shall be immediately backfilled with material side cast from the earth-sawing procedure, so that the ground surface is even and no tripping potential exists.
- 3. All root pruning work is to be performed through the services of a certified arborist to be approved by the City Arborist.

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

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

#### B. Temporary Fence:

- 1. The Contractor shall erect a temporary fence around all trees within the construction area to establish a "tree protection zone", as established by City Arborist, before any work begins or any material is delivered to the jobsite. No work is to be performed (other than root pruning), materials stored, or vehicles driven or parked within the "tree protection zone" at any time during the course of construction.
- 2. The exact location and establishment of the "tree protection zone" fence shall be approved by the City Arborist prior to setting the fence. The fence shall be 48 inches high, plastic poly-type or any other type of highly visible barrier in an open-weave type pattern with large openings. The type, color and pattern of the fence shall be approved by the Engineer prior to erection. This fence shall be properly maintained in an upright manner and shall remain up until final restoration, unless the Engineer directs removal otherwise. Tree fence shall be supported using T-Post style fence posts with a maximum of 8' spacing. T-posts must be at least six feet in length, two feet of which must be set in the ground. The fence shall be attached to posts and secured with a minimum of three nylon locking ties per post. Utilizing re-bar as a fence post will not be permitted.
- 3. The fence shall be installed 18" behind and parallel to the curb and between the curb and sidewalk. Fence shall be erected on a minimum of three sides with the fourth sidewalk side being optional. Fence shall be installed at the drip-line of the tree or as listed in the following guidelines:
- a. Establish the diameter of the tree at a point four and a half feet above the ground, (referred to as

diameter breast height or DBH)

- i. Trees with diameters 10 inches and under require root zone protection a minimum of five feet from the center of the tree.
- ii. Trees 10 to 19 inches in diameter shall have a minimum root zone protection of 10 feet from the center of the tree.
- iii. Trees greater than 19 inches in diameter shall have a minimum root zone protection of 15 feet from the center of the tree.
- 4. Parking or maneuvering of machinery, stockpiling of materials or any other use will not be allowed upon unpaved areas within 10 feet of the root protection zone of trees or plants designated to be protected.
- 5. Construction area is defined as all areas within 10 feet each side of roadway improvement location.
- 6. All work within the "tree protection zone" shall have the Engineer's prior approval. All slopes and other areas not re-graded should be avoided so that unnecessary damage is not done to the existing turf, tree root system or ground cover.
- 7. The grade within the "tree protection zone" shall not be changed unless approved by the Engineer prior to making said changes or performing the work.

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

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

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

#### C. Tree Trunk Protection:

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

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

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

#### D. Tree Pruning:

Tree pruning shall consist of pruning branches for aesthetic and structural enhancement or as directed by the Engineer. All pruning shall be done according to the current ANSI A300 (part 1)

pruning standard. Trees selected for pruning will be cleaned of dead, diseased, or broken branches, thinned appropriately to reduce density of branches, raised to provide vertical clearance for pedestrian and vehicular traffic, and if warranted by species tolerance and specimen needs limbs will be reduced to promote a central leader and good structure. Pruning to provide clearance over the street will be allowed up to 14 feet above the pavement. If additional clearance is needed a request in writing shall be submitted to the City Arborist. All branch pruning to American Elms and Oak trees shall be done between October 15 and April 15, when the trees are dormant.

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

TREE PRUNING will be paid for at the contract unit price per EACH for TREE PRUNING, which price shall include Under pruning branches the entire perimeter of the tree, for aesthetic and structural enhancement, of existing trees.

#### **DISPOSAL OF EXCAVATED MATERIAL**

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

The Contractor will be responsible to provide CCDD and soil fill site operators with all testing information and fees as required by the IEPA and fill site operators. The City will provide the Contractor IEPA LPC documentation prior to the start of construction.

Excavated material identified by the City or during the course of construction as not conforming to CCDD requirements shall be sampled, analyzed, and screened for disposal site acceptance by the Contractor in accordance with Section 669 of the Standard Specifications. This work will be paid for at the contract unit price per Each as Soil Disposal Analysis for each test taken and at the contract unit price per Cubic Yard for Non-Special Waste Disposal.

#### TOPSOIL FURNISH AND PLACE

Add the following paragraph to Article 211.04:

Topsoil shall be pulverized.

Revise Article 211.07 of the Standard Specifications to read:

Topsoil furnish and place shall be that material obtained from outside the right-of-way and will be measured for payment by volume in cubic yards. Topsoil must be furnished from an inspected source with delivery tickets displaying the material volume delivered.

Revise Article 211.08 of the Standard Specifications to read:

This work will be paid for at the contract unit price per cubic yard for TOPSOIL FURNISH AND PLACE.

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

#### **SODDING. SALT TOLERANT**

Add the following paragraph to Article 252.01:

"All grassed areas disturbed by Contractor's operations shall be restored by sodding. To be acceptable, the sod shall be in a live, healthy condition and be knitted to the soil. Sod shall be

growing in place for forty-five (45) calendar days prior to measurement. Only living sod that is acceptable will be measured for payment." approved by the Engineer."

## Add the following to Article 252.03:

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

# Add the following paragraph to Article 252.04:

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

#### Add the following to Article 252.06:

"The placement of sodding shall consist of preparing the ground surface and furnishing, transporting, and placing sod and fertilizer required in the sodding operations. Fertilizer having an analysis of 10-6-4 or having a different analysis but still meeting the 5-3-2 ratio requirements, shall be applied at such a rate that each acre to be sodded shall receive a total of 160 pounds of the three nutrients specified in Article 1081.08. The fertilizer nutrient will not be paid separately but shall be incidental to the cost of sod placement."

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

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

The Contractor shall perform additional watering to maintain sod in a healthy condition. The cost of **additional watering** will be paid separately per UNIT of SUPPLEMENTAL WATERING.Any sodding that does not survive will be replaced by the Contractor at his own expense."

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

#### AGGREGATE BASE COURSE

Section 351 shall apply with the following modifications:

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

#### INCIDENTAL HOT-MIX ASPHALT SURFACING

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

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

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

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

This work will be paid for at the contract unit price per ton for "INCIDENTAL HOT-MIX ASPHALT SURFACING", which price shall include all labor, materials and equipment necessary to complete the work.

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

#### TEMPORARY HOT-MIX ASPHALT

This work shall consist of the placement of hot-mix asphalt surface course (typically 2-inches thickness) within all utility trenches to finished grade by the end of each day or to ramp frames or curb ramps for construction staging, maintenance, and the removal of the HMA at a later date in preparation for final pavement patching.

This work will be paid for per Ton for Temporary Hot-Mix Asphalt which shall include all work, equipment, and materials necessary to construct, maintain, and remove and disposal the hot-mix asphalt surface to the limits as directed by the Engineer.

Note: Removal of temporary stone in preparation for final pavement patching shall be considered as included in the contract unit price bid for Aggregate for Temporary Access.

#### PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT

Add the following paragraphs to Article 423.01:

"<u>Materials</u>: - Materials for concrete shall be in accordance with Section 420 as applicable. Class SI concrete shall be used. Forms shall be a minimum of 2" x 8" lumber or its approved equal, held in place by stakes or braces with the top edges true to line and grade. The aggregate base course shall be four (4") inches thick constructed in accordance with Section 351 of the Standard

Specifications. The driveway pavement shall be six (6") inches or eight (8") inches thick. Three-quarter (3/4") inch thick expansion joint material shall be placed between the curb and the full width of the proposed driveway. Contraction joints shall be provided.

<u>Curing and Protection:</u> Curing shall be in accordance with Article 1022.01. Curing compound shall be Type III. Protect all surfaces from sun. During hot weather, keep temperature of concrete below 90 degrees Fahrenheit. During cold weather, keep temperature of concrete between 50 degrees F and 70 degrees F for 3 to 5 days. Protect from frost and rapid drying for 6 days. The Contractor shall be solely responsible for protecting his work from vandalism.

All vandalized concrete work shall be removed and replaced at the Contractor's expense."

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

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

Backfilling of driveway work will not be paid for separately but shall be considered as included in the contract unit price for concrete work.

#### PORTLAND CEMENT CONCRETE SIDEWALK

Add the following sentences to Article 424.01:

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

Backfilling of sidewalk work will not be paid for separately but shall be considered as included in the contract unit price for concrete work.

Add the following sentences to Article 424.04:

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

Add the following paragraphs to Article 424.06:

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

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

Add the following paragraphs to Article 424.09:

"The product used for detectable warnings shall be Prefabricated Detectable Warning Panels (Red Brick) manufactured by one of the following:

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

# HOT-MIX ASPHALT SURFACE REMOVAL (VARIABLE DEPTH)

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

This work shall consist of removing the existing bituminous surface and underlying HMA base, PCC base, brick base, or aggregate base at varying depths from 2" to 4" (nominal depth of 3") to the limits specified on the plans and/or as directed by the Engineer in accordance with the applicable portions of Section 440 of the Standard and Supplemental Specifications. The provisions of Article 440.03 of the Standard Specification should be modified to include the following:

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

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

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

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

#### **PAVEMENT PATCHING**

Add the following paragraph to Article 442.01:

"Class C (also called Type B on the Drawings) patches shall conform to Section 353-Portland Cement Concrete Base Course and Class D (also called Type D on the Drawings) patches shall conform to Section 355 – Hot-Mix Asphalt (HMA) Base Course. Existing pavement is to be

removed and replaced in accordance with the Drawings. The quantification sub-types: I, II, III, and IV, shall not apply."

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

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

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

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

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

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

This work will be paid for at the Contract unit price per SQUARE YARD for CLASS C PATCHES, SPECIAL, 9" and CLASS D PATCHES, SPECIAL, 9", measured in place. Payment shall be made for the quantity of patch actually installed within the pay limits shown on the Drawings or as directed by Engineer.

These Contract unit prices shall be payment in full for all materials, labor and equipment required for: saw-cutting (full depth), removal, and disposal of existing pavement and sub-base to proposed subgrade; furnishing, placement and final grading of aggregate base course, new paving materials and installation; furnishing and installing contraction joints, dowel bars, and expansion joints as required; finishing and additional reinforcement where required for concrete pavement; and related work required to complete the installation which is not included in other Payment Items.

#### FIBERGLASS FABRIC REPAIR SYSTEM

Add the following to Article 444.01 of the Standard Specifications:

The fiberglass fabric shall be placed in strips 12-inches wide to be placed over joints and cracks in the pavement at locations as directed by the Engineer prior to placement of leveling binder. **One-way traffic shall be maintained during installation using 2 flagmen** and shall be considered as included in the cost for this pay item.

This work will be paid for at the contract unit price per square yard for Fiberglass Fabric Repair System, which includes preparation of existing pavement and other incidentals necessary to place the system.

# CATCH BASIN, MANHOLE, INLET, AND VALVE VAULT CONSTRUCTION, ADJUSTMENT AND RECONSTRUCTION

Delete Article 602.01 and replace it with the following:

"602.01 Description. This work, as shown on the Drawings, shall consist of:

- (a) Removing and disposing of existing manholes, inlets and catch basins designated to be abandoned.
- (b) Replacing existing manholes, catch basins, inlets, and valve vaults.
- (c) Adjusting or partially reconstructing existing manholes, catch basins, inlets, or valve vault structures in order to rehabilitate the utility structure and/or establish the utility

- structures at final finished grades.
- (d) Constructing new valve vaults, including bases, barrel sections, transition cone sections or flat slab tops (if required), and required frames and lids.
- (e) Constructing new combined sewer and relief sewer manholes, catch basins and inlets, including placing precast reinforced concrete sections together with flat slab tops (if required), transition sections, precast monolithic bases, frames and lids.
- (f) Installing new frames/lids on existing utility structures to meet grades shown on the Drawings, to match existing grades, or as directed by Engineer."

Add the following paragraph and subparagraphs to Article 602.02:

"In addition to the requirements of the Standard Specifications previously cited, manhole catch basin, inlet and valve vaults materials shall conform to the following additional requirements, which, in case of conflict, shall take presence over the Standard Specifications:

- (a) **Materials for Reconstructing Existing Structures.** Concrete brick or precast reinforced concrete sections.
- (b) Materials for Constructing New Structures. Precast reinforced concrete sections only.
- (c) Final Grade Adjustments for Structures. Tapered precast reinforced concrete adjustment rings shall be used for final grade adjustment of existing and new structures. Adjustment rings shall be laid on a full bed of mortar. A minimum of one and a maximum of two rings shall be used for final grade adjustment at each structure. The total height of final adjustment shall not exceed 11-inches for any structure. The use of brick for final structure adjustment is not permitted.
- (d) Frames, covers and grates shall conform to Frames & Grates special provision.
- (e) Inlets. Inlets shall be precast reinforced concrete conforming to INLET, TYPE A IDOT STANDARD 602301 with the following exceptions: 1) Instead of a 16" depth, the depth shall be 34" unless otherwise specified on the drawings. 2) Instead of the 3" Sand Cushion, a minimum 6" deep granular material (CA-11) base will be required.

Shop drawings for system components shall be submitted for approval as soon as possible, but not less than thirty (30) calendar days prior to the time when the components are intended to be installed."

Delete Article 602.03 in its entirety.

Delete Article 602.07 and replace it with the following:

"602.07 Precast Reinforced Concrete Sections." Base, barrel, cone and top sections shall be set as shown on the Drawings. The joints between precast concrete base sections, barrel sections, cone sections, and top slab sections in manholes, vaults, catch basins and inlets shall be sealed with two rings of 100 percent butyl gasket in rope form having a square cross-section of 1-inch nominal size. Adjusting rings and frames shall be set in full-width beds of cement mortar.

All lift holes on precast elements for manholes, vaults, catch basins, and inlets shall be completely filled with mortar and sealed with a bitumastic material."

Add the following to Article 602.11:

- "(d) All existing frames, lids, grates and inlets reclaimed during construction are the property of the City of Evanston. These frames lids and grates shall be moved to a suitable place on the job for storage and made available for removal by the Owner.
- (e) All manhole frame castings placed shall be set in full mortar beds composed of one part masonry cement to two parts sand by volume, based on dry materials, with no admixtures. Castings must be set accurately to the finished elevation so that no subsequent adjustment will be required. All frames will be adjusted to final grade by means of concrete adjusting rings. No brickwork to produce an adjustment ring will be accepted or permitted to adjust any structure to grade. Where manholes are located in roadways, paved alleys or paved driveways, casings shall be set to match the longitudinal slope and cross-slope of the pavement.
- (f) Existing frames and lids must not be used as temporary covers during construction."

Delete the second paragraph of Article 602.13 and replace it with the following:

"The space between the sides of the excavation and the outer surfaces of the structures shall be filled with CA-11 material as shown on the Drawings."

This work will be paid for at the Contract unit price per EACH for CATCH BASINS, MANHOLES, INLETS, and VALVE VAULTS, of the types and sizes specified, measured in place. These Contract unit prices shall be payment in full for all materials, labor, and equipment required for: site preparation, including removal, replacement and/or repair of fences and other site objects; trench excavation, including removal and disposal of existing sewer pipes, structures, and excess excavated materials; protection, support and repair of damage to existing utilities; support of trench walls; shoring and bracing; dewatering of trenches; temporary pumping of combined sewer flows; new structures; bedding; sewer connection; frames, lids and other castings; flexible check valves; abandonment of existing sewers where called out on the Drawings, including filling and placement of required plugs; supply, placement, compaction, and compaction testing of material, infiltration/exfiltration and other testing/inspection; correction of defects; and, other related work required to complete the installation which is not included under other Payment Items.

Frames and lids/grates on structures to be reconstructed will be paid for separately.

This item shall not include the cost of pavement, sidewalk, driveway, and curb/gutter removal and disposal within the pay limits shown on the Drawings. Roadway, sidewalk, driveway, and curb/gutter removal/ replacement within pay limits or as directed by the Engineer shall be paid for in accordance with the appropriate Pay Items.

# CATCH BASIN, MANHOLE, INLET, DRAINAGE STRUCTURE AND VALVE VAULT CONSTRUCTION

Delete Article 602.01 and replace it with the following:

**"602.01 Description.** This work, as shown on the Drawings, shall consist of:

- (a) Removing and disposing of existing manholes, inlets and catch basins designated to be abandoned.
- (b) Replacing existing manholes, catch basins, inlets, and valve vaults.

- (c) Adjusting or partially reconstructing existing manholes, catch basins, inlets, or valve vault structures in order to rehabilitate the utility structure and/or establish the utility structures at final finished grades.
- (d) Constructing new valve vaults, including bases, barrel sections, transition cone sections or flat slab tops (if required), and required frames and lids.
- (e) Constructing new combined sewer and relief sewer manholes, catch basins and inlets, including placing precast reinforced concrete sections together with flat slab tops (if required), transition sections, precast monolithic bases, frames and lids.
- (f) Installing new frames/lids on existing utility structures to meet grades shown on the Drawings, to match existing grades, or as directed by Engineer."

Add the following paragraph and subparagraphs to Article 602.02:

"In addition to the requirements of the Standard Specifications previously cited, manhole catch basin, inlet and valve vaults materials shall conform to the following additional requirements, which, in case of conflict, shall take presence over the Standard Specifications:

- (a) Materials for Reconstructing Existing Structures. Concrete brick or precast reinforced concrete sections.
- (b) Materials for Constructing New Structures. Precast reinforced concrete sections only.
- (c) Final Grade Adjustments for Structures. Tapered precast reinforced concrete adjustment rings shall be used for final grade adjustment of existing and new structures. Adjustment rings shall be laid on a full bed of mortar. A minimum of one and a maximum of two rings shall be used for final grade adjustment at each structure. The total height of final adjustment shall not exceed 11-inches for any structure. The use of brick for final structure adjustment is not permitted.
- (d) Frames, covers and grates shall conform to Section 604.
- (e) Inlets. Inlets shall be precast reinforced concrete conforming to INLET, TYPE A IDOT STANDARD 602301 with the following exceptions: 1) Instead of a 16" depth, the depth shall be 34" unless otherwise specified on the drawings. 2) Instead of the 3" Sand Cushion, a minimum 6" deep granular material (CA-11) base will be required.
- (f) Catch Basins. Type A catch basins shall be precast reinforced concrete conforming to CATCH BASIN TYPE A IDOT STANDARD 602001 with the following exceptions: 1) Instead of a 34" sump, a 48" sump will be required. 2) Instead of the 3" sand cushion, a minimum 6" deep granular material (CA-11) base will be required.
- (g) Valve Vaults. Valve vault sections shall be precast reinforced concrete conforming to ASTM C-478. All top sections for precast reinforced concrete valve vaults shall be precast reinforced concrete concentric cones or slab tops of the same quality as the barrel of the vault. Valve vaults shall be supplied with factory-formed openings to accommodate the various size water mains such that a minimum 12 inches of

clearance between the top of the vault base and bottom of the main can be provided. Bases for replacement vaults on existing water mains shall be separate, one-piece precast units having a minimum thickness of 6 inches. No slab or split bottom shall be used. Valve vaults for new valves shall be 4-foot, 5-foot, or 6-foot diameter.

- (h) **Manholes.** Storm, sanitary, combined, and relief sewer manhole barrel sections shall be precast reinforced concrete conforming to the requirements of ASTM C-478. Pipe connections shall conform to ASTM C-923. No steps shall be installed in manholes. All top sections for precast reinforced concrete manholes shall be precast reinforced concrete eccentric cones or slab tops of the same quality as the manhole barrel. Except where otherwise indicated on the drawings, manholes shall have a precast monolithic base with a factory-installed bench and otherwise be in conformance with Illinois Department of Transportation Highway Standards MANHOLE TYPE A IDOT STANDARD 602401. Where indicated on the drawings, manholes supplied for 48" and larger pipes shall be of a "T"-pipe base-style fabrication. The pipeline portion of the base "T" section shall conform to ASTM C-76 and be of the same pipe class as connected sewer pipe. The riser section shall conform to ASTM C-478.
- (i) Gasket Materials for Joints Between Precast Concrete Sections. 100 percent butyl rubber rope-type gasket having a square cross-section of 1-inch nominal size conforming to the physical properties of Federal Specifications SS-S00210 as sold under the trade name E-Z Stik or equal.

Shop drawings for system components shall be submitted for approval as soon as possible, but not less than thirty (30) calendar days prior to the time when the components are intended to be installed."

Delete Article 602.03 in its entirety.

Delete Article 602.07 and replace it with the following:

"602.07 Precast Reinforced Concrete Sections." Base, barrel, cone and top sections shall be set as shown on the Drawings. The joints between precast concrete base sections, barrel sections, cone sections, and top slab sections in manholes, vaults, catch basins and inlets shall be sealed with two rings of 100 percent butyl gasket in rope form having a square cross-section of 1-inch nominal size. Adjusting rings and frames shall be set in full-width beds of cement mortar.

For valve vault reconstruction, the precast bottom slab should be placed directly on level, undisturbed earth. Sand may be used for final leveling off the bottom of the excavation, but thickness shall be kept to a practical minimum. In no case, shall the thickness of sand used for leveling exceed 1-inch. The purpose of requiring the base slab to be set on undisturbed earth and limiting the use of sand for leveling is to minimize post-construction settlement of the replacement valve vault and resulting damage to the existing water main. The Contractor shall bear the cost of repairing existing water mains damaged by vault settlement.

All lift holes on precast elements for manholes, vaults, catch basins, and inlets shall be completely filled with mortar and sealed with a bitumastic material."

Add the following to Article 602.11:

"(d) All existing frames, lids, grates and inlets reclaimed during construction are the property of

the City of Evanston. These frames lids and grates shall be moved to a suitable place on the job for storage and made available for removal by the Owner.

- (e) All manhole frame castings placed shall be set in full mortar beds composed of one part masonry cement to two parts sand by volume, based on dry materials, with no admixtures. Castings must be set accurately to the finished elevation so that no subsequent adjustment will be required. All frames will be adjusted to final grade by means of concrete adjusting rings. No brickwork to produce an adjustment ring will be accepted or permitted to adjust any structure to grade. Where manholes are located in roadways, paved alleys or paved driveways, casings shall be set to match the longitudinal slope and cross-slope of the pavement.
- (f) Existing frames and lids must not be used as temporary covers during construction."

Delete the second paragraph of Article 602.13 and replace it with the following:

"The space between the sides of the excavation and the outer surfaces of the structures shall be filled with CA-11 material as shown on the Drawings."

Delete Article 602.16 and replace it with the following:

"This work will be paid for at the Contract unit price per EACH for CATCH BASINS, MANHOLES, INLETS, and VALVE VAULTS, of the types and sizes specified, measured in place. These Contract unit prices shall be payment in full for all materials, labor, and equipment required for: site preparation, including removal, replacement and/or repair of fences and other site objects; trench excavation, including removal and disposal of existing sewer pipes, structures, and excess excavated materials; protection, support and repair of damage to existing utilities; support of trench walls; shoring and bracing; dewatering of trenches; temporary pumping of combined sewer flows; new structures; bedding; sewer connection; frames, lids and other castings; flexible check valves; abandonment of existing sewers where called out on the Drawings, including filling and placement of required plugs; supply, placement, compaction, and compaction testing of material, infiltration/exfiltration and other testing/inspection; correction of defects; and, other related work required to complete the installation which is not included under other Payment Items.

Roadway, sidewalk, driveway, and curb/gutter removal/replacement outside the pay limits shown on the Drawings required for completion of the work or for Contractor's purposes shall be incidental to combined sewer, relief sewer, storm sewer, and sanitary sewer construction and no separate payment shall be made."

# REMOVING OR FILLING (ABANDONING) EXISTING MANHOLES, CATCH BASINS AND INLETS

Add the following sentences to Article 605.01:

"This work shall also consist of all work necessary to remove or fill existing valve vaults so designated on the Drawings. The terms "fill", "remove", and "abandon" shall be interchangeable and shall consist of removing the upper portion of an existing structure, filling unused pipes, sealing pipe connections, and filling the remainder of the structure with Trench Backfill sand (FA-6), compacted to the satisfaction of the Engineer."

Articles 605.03 and 605.04 shall apply with the following modifications:

"The Contractor shall make his own investigation to determine the existence, nature and location of all sewers and appurtenances thereto within the limits of the improvement. The Contractor shall be held responsible for any damage to existing sewers. All pavements will be sawed to a full depth

prior to any casting replacement/adjustment, structure removal, or filling operation. Connecting pipes shall be cut one joint from the existing structure to be removed/filled. Structures in private paved areas, parkways and other grassed areas shall be removed a minimum of 2-feet below final grade and structures in public streets shall be removed a minimum of 6-feet below final grade. Pipes connected to these structures shown to be abandoned and shall be filled with CLSM materials in accordance with Article 550.05. Remaining portions of existing structures may be filled with Case I trench backfill material in accordance with Section 208 or may be filled with CLSM material in accordance with Article 550.05, at Contractor's option. Structures shall be pumped out and cleaned of all mud and debris before the fill material is placed. The remainder of the excavation shall be backfilled in accordance with Section 208."

Delete Article 605.06 and replace it with the following:

"This work will be paid for at the Contract unit price per EACH for catch basins, inlets, valve vaults, valve boxes, and manholes that are to be abandoned, filled, or removed, as counted in the field. These Contract unit prices shall be payment in full for all materials, labor, and equipment required for: site preparation, including removal, replacement and/or repair of fences and other site objects; excavation, including removal and disposal of existing sewer pipes, structures, and excess excavated materials; protection, support and repair of damage to existing utilities; saw-cutting, removal and disposal of existing pavement; excavation, removal and disposal of removal wastes; supply, placement, compaction, and compaction testing of backfill, stockpiling reclaimed castings; and all related work required. For items abandoned, the price shall include the cost of removal of frames/covers, adjusting collars and structure down to 24-inches below existing grassed surface or 72-inches below existing pavement as applicable, disposal of wastes, concrete bulkheads, and filling of remaining structure as specified."

## FRAMES AND LIDS TO BE ADJUSTED, SPECIAL

Add the following to Article 603.03 of the Standard Specifications:

The contractor shall adjust the structures to the finished pavement elevation no more than 5 calendar days prior to placement of the final lift of surface unless approved by the Engineer.

Add the following to Article 603.09 of the Standard Specifications:

Removing frames and lids on drainage and utility structures in the pavement prior to milling, and adjusting to final grade prior to placing the surface course, will be paid for at the contract unit price each for FRAMES AND LIDS TO BE ADJUSTED, SPECIAL.

This work will **not be paid for separately** when drainage and utility structures are specified for payment as reconstructions or new manholes but shall be considered as included in the unit price bid for structure reconstructions or manholes.

## ADJUSTING FRAMES AND GRATES OF DRAINAGE AND UTILITY STRUCTURES

Delete Article 603.08 and replace it with the following:

"603.08 Adjusting Rings. Drainage and utility structure frames shall be adjusted to grade by removal of the frame and adjustment from the structure, preparing the top of the structure to receive the new adjustment, installing the proper height precast concrete adjusting rings and reinstalling the frame, all in accordance with applicable provisions of Section 602. The use of cast iron adjusting rings is prohibited."

#### FRAMES AND GRATES

Add the following to Article 604.02:

"(f) Frames and grates furnished under this Contract shall be Gray Iron Castings conforming to the Specifications for Gray Iron Castings, ASTM A-48, Class 35. Circular lids for manholes and vaults shall have large (2.5 inch nominal) pick holes. Circular lids for closing catch basins shall have large (2.5 inch nominal) pick holes:

(g) Frames and grates on structures shall be as follows (or approved equal):

Existing inlets and catch basins; new catch basins and inlets on Combined Sewer system:

■ Neenah Type R-1712 (390 lbs.) Frame, Open Lid Grate (116 lbs.) with large (2.5 inch nominal) pick holes or equal.

New catch basins and type A inlets for Storm/Relief Sewer work:

- Neenah Type R-3031-B Frame, Sinusoidal Grate,
- Neenah Type R-3036-B Frame, Sinusoidal Grate (for Depressed Curb)

#### Manholes and vaults:

• Neenah Type R-1712 (390 lbs.) Frame and Extra Heavy Duty Cover (150 lbs.) with large (2.5 inch nominal) pick holes or equal. Valve Vault covers shall be lettered "WATER".

High Capacity Inlet, Type A

Neenah Type R-3067-L Frame, Vane Grate

New frames and grates may be requested by the Engineer during adjustment of existing structures."

These items shall not include the costs of pavement, sidewalk, driveway, and curb/gutter removal and disposal necessary for installation of new frames and grates/lids. Roadway, sidewalk, driveway, and curb/gutter removal/replacement shall be paid for in accordance with the appropriate Payment Items.

Frames and grates or closed lids placed on new structures and/or reconstructions will be considered incidental to the cost of the new structures and/or reconstructions and will be paid for under the appropriate Pay Items for new structures.

Removed frames and grates shall remain the property of the city and shall be stored in a secured area for pickup by the city.

#### CONCRETE CURB TYPE B AND CURB AND GUTTER TYPE B6.12

Delete Article 606.01 and replace it with the following:

**"606.01 Description.** This work shall consist of concrete curb type B, combination concrete curb and gutter type B-6.12 and B-6.12 modified, and removal/replacement of existing medians."

All curb and gutter removed shall be formed within 2 working days of removal. New curb and gutter shall be poured within 1 working day of being formed. The forms shall be removed within 1 working day after the concrete pour and the restoration behind the new curb shall be done with 24 hours after removal of the forms. All low areas shall be filled in to match the surrounding grades within 72 hours of the curb being poured.

Add the following Subparagraphs to Article 606.02:

"(g) **Base.** A minimum of four (4") inches compacted thickness of aggregate base course shall be placed on the subgrade prior to construction of the proposed concrete curb and gutter.

- (h) Forms. The use of a slip-form or curb machine is allowed, but the Contractor is advised that variable face height curb is required in many parts of the Project to match existing curbs, roadways and parkway grading. Additional pavement patching, restoration or excavation beyond the requirements of this proposal, as required for or resulting from the use of such a machine, will not be considered for additional payment and should be considered incidental to its use. Excavation to accommodate the installation of concrete forms or use of slip-form shall be limited to 12 inches from back of proposed curb. Hand forming shall be required in the vicinity of specific trees where the root zones are near and/or have overgrown the existing curb line. These locations will be determined by the City Arborist.
- (i) **Curing.** Curing shall be in accordance with Article 1022.01. Curing compound shall be Type III. Protect all surfaces from sun. During hot weather, keep temperature of concrete below 90 degrees Fahrenheit. During cold weather, keep temperature of concrete between 50 degrees F and 70 degrees F for 3 to 5 days. Protect from frost and rapid drying for 6 days. The Contractor shall be solely responsible for protecting his work from vandalism. **All vandalized concrete work shall be removed and replaced at the Contractor's expense.**"

Add the following sentence to Article 606.06 - Placing Concrete.

"The transition from full height curb to depressed curb shall be made at a maximum rate of three (3) inches per foot of length."

Delete the last sentence of the first paragraph of Article 606.07.

Add the following paragraphs to Article 606.07:

"Expansion joints consisting of pre-molded bituminous expansion joint filler, one-half inch in thickness and two greased 1-inch diameter dowel bars with expansion caps shall be placed at 50-foot intervals. When curb and gutter is constructed adjacent to flexible pavement, a 1-inch thick preformed expansion joint, conforming to the cross-section of the curb and gutter, shall be installed at points of curvature for short-radius curves and at construction joints.

Contraction joints shall be placed between expansion joints at distances not to exceed twenty-five (25) feet. Contraction joints shall be formed using steel templates one-eighth inch in thickness, equal to the width of the gutter or curb, and penetrating at least two (2) inches below the surface of the curb and gutter; using three-quarter  $(^{3}/_{4})$  inch thick preformed expansion joint filler placed fully across the curb or gutter; or by sawing to a depth of at least two (2) inches after the concrete is four-hours, but not more than twenty-four hours old. If steel templates are used, they shall be left in place until the concrete has set sufficiently to hold its shape but shall be removed while the forms are still in place. Template-formed or sawed joints shall be sealed in accordance with Article 420.12.

Hand removal and hand forming of the curb and gutter shall be required in the vicinity of specific trees and their root zones. These individual locations shall be determined, in the field, by the City Arborist. These operations shall be considered incidental to the work, and no separate payment shall be made. Excavation to accommodate the installation of concrete forms or use of slip-form shall be limited to 12 inches from back of proposed curb.

#### Longitudinal joint tie bars are NOT required.

Backfilling of curb or curb and gutter will not be paid for separately but shall be considered as included in the contract unit price for concrete work.

#### TRAFFIC CONTROL AND PROTECTION

Delete Article 701.20 and replace it with the following:

This work will be paid for at the Contract LUMP SUM price for TRAFFIC CONTROL AND PROTECTION. This lump sum price shall be payment in full for all materials, labor and equipment required for: handling, furnishing, transporting, installing, maintaining, relocating and removing all traffic control devices and signage required for to fully protect construction operations and the general public; including implementing any detour plans shown on the Drawings. This lump sum price shall also include all materials, labor and equipment required for: furnishing, installing, relocating and removing steel plates and other temporary bridging over trenches, auger pits, receiving pits and other areas disturbed by construction activities. The salvage value of the materials removed shall be reflected in the price bid for this Item. Progress payments for traffic control will be made in direct proportion to the value of work completed. Contractor shall also refer to the IDOT Highway Standards and District One Details included herein for additional traffic control measures. The Contractor is advised that specific liquidated damages apply for failure to maintain traffic control devices.

TRAFFIC CONTROL AND PROTECTION shall be paid monthly in an amount equal to the lump sum price bid multiplied by the overall percentage completion of other Contract Payment Items.

#### STREET SWEEPING

Add the following paragraphs to Article 107.15:

"The Contractor shall utilize a mechanical street sweeper to clean streets affected by the Contractor's operations, including haul routes, at least twice per week and additionally as directed by the Engineer. Liquated Damages shall be assessed as outlined in the Bid Form if the Contractor fails to utilize a mechanical street sweeper to the satisfaction of the Engineer. The street-sweeper shall be a full-sized, municipal-type sweeper having dust collection and street washing capabilities. If, in the opinion of the Engineer, dust becomes a problem despite the normal cleanup measures of street sweeping, the Contractor shall wash down the pavement, spread calcium chloride as a palliative, or re-sweep streets as necessary, all at no additional cost to the Owner. The Contractor shall keep sufficient quantities of calcium chloride on site, for use as directed by the Engineer for dust control. The contractor shall provide cleanings twice per week and additionally as directed by the Engineer.

Street sweeping will be measured for payment for each trip no matter the number of street cleaned during each trip.

This work will be paid for at the Contract unit price per EACH for STREET SWEEPING, which price shall be payment in full for labor, equipment and materials required to complete the work.

## **REMOVE AND RESETTING PAVERS**

This work shall consist of the removal of existing brick/concrete paver, stone and/or any type of specialty sidewalk or driveway and replacement with the same material in kind to the same or better condition as was prior to the removal at locations and to the limits as directed by the Engineer.

The contractor will be required to furnish materials damaged during construction, surplus material for cutting or needed to replace sidewalk or driveway surfaces to the same dimensions. It is the sole responsibility of the contractor to determine the extent of work necessary prior to contract bidding and no additional compensation shall be provided.

#### Method of Measurement

Replacement of specialty sidewalk or driveway will be measured in place, and the area computed in square feet. Furnishing and placing sand and other replacement materials matching the existing surface will not be measured for payment, but shall be considered as included in the unit price bid.

#### Basis of Payment

This work will be paid for at the contract unit price per square foot for REMOVE AND RESETTING PAVERS.

#### **CONSTRUCTION LAYOUT AND STAKING**

This work shall consist of surveying local control points to establish horizontal and vertical control required for construction of concrete curb, sidewalks, and related contract items of work. These stakes or markings must be maintained throughout construction. The survey foreman will be responsible for the review of stakes and marking with the Engineer prior to the final placement of any materials.

This work will be measured and paid for at the contract unit price LUMP SUM as CONSTRUCTION LAYOUT AND STAKING, which price includes all labor, material and equipment necessary to survey control points, lines, establish stakes and marking, and the review of all such stakes and markings with the Engineer.

The limits of concrete construction contract items will be provided by the Engineer.

#### **DETECTOR LOOP REPLACEMENT**

The following Traffic Signal Special Provisions and the "District 1 Standard Traffic Signal Design Details" supplement the requirements of the State of Illinois "Standard Specifications for Road and Bridge Construction".

The intent of this Special Provision is to prescribe the materials and construction methods commonly used to replace traffic signal detector loops and replace magnetic signal detectors with detector loops during roadway resurfacing, grinding and patching operations. Loop detector replacement will not require the transfer of traffic signal maintenance from the District Electrical Maintenance Contractor to this contract's electrical contractor. The locations and the details of all installations shall be as indicated on the Plans or as directed by the Engineer.

The work to be provided under this contract consists of furnishing and installing all traffic signal work as specified on the Plans and as specified herein in a manner acceptable and approved by the Engineer.

DETECTOR LOOP REPLACEMENT. This work shall consist of replacing existing detector loops which are destroyed during grinding, resurfacing, or patching operations.

If damage to the detector loop is unavoidable, replacement of the existing detection system will be necessary. This work shall be completed by an approved Electrical Contractor as directed by the Engineer.

Replacement of the loops shall be accomplished in the following manner: The Engineer shall mark the location of the replacement loops. The Contractor may reuse the existing conduit (duct) located between the existing handhole and the pavement if it hasn't been damaged. All burrs shall be removed from the edges of the existing conduit which may cause damage to the new detector loop during installation. If the existing conduit is damaged beyond repair, or if it

cannot be located, or if additional conduits are required to provide one lead-in duct for each proposed loop; the Contractor shall be required to drill through the existing pavement into the appropriate handhole, and install 25 mm (1") unit duct conduit. This work and the required materials shall not be paid for separately but shall be included in the pay item Detector Loop Replacement. Upon establishment of the duct, the loop may be cut, installed, sealed and spliced to the twisted-shielded controller cable in the handhole.

Detector loop measurements shall include the saw-cut and the length of the loop lead-in leading to the edge of pavement. Unit duct, splicing, trench and backfill, and drilling of pavement or handholes shall be incidental to detector loop quantities.

All loops installed in new asphalt pavement shall be installed in the binder course and not in the surface course. The edge of pavement or the curb shall be cut with a  $6.3 \text{ mm} (1/4)^{\circ}$  deep x  $100 \text{ mm} (4)^{\circ}$  saw-cut to mark location of each loop lead-in.

Loop detectors shall be installed according to the requirements of the "District 1 Standard Traffic Signal Design Details." Saw-cuts from the loop to the edge of pavement shall be made perpendicular to the edge of pavement when possible in order to minimize the length of the saw-cut unless directed otherwise by the Engineer or as shown on the plan.

The detector loop cable insulation shall be labeled with the cable specifications.

Each loop detector lead-in wire shall be labeled in the handhole using a Panduit 250W175C water proof tag or approved equal secured to each wire with nylon ties. The lead-in wire, including all necessary connections for proper operation, from the edge of pavement to the handhole, shall be incidental to the price of the detector loop.

Loop sealant shall be a two-component thixotropic chemically cured polyurethane either Chemque Q-Seal 295, Percol Elastic Cement A/C Grade or an approved equal. The sealant shall be installed 3 mm (1/8") below the pavement surface, if installed above the surface the overlap shall be removed immediately.

Round loop(s) 1.8 m (six foot) diameter may be substituted for 1.8 m (six foot) by 1.8 m (six foot) square loop(s) and shall be paid for as 7.2 m (24 feet) of detector loop.

Resistance to ground shall be a minimum of 100 megohms under any conditions of weather or moisture.

Heat shrink splices shall be used according to the "District 1 Standard Traffic Signal Design Details."

Drilling handholes, sawing the pavement, furnishing and installing unit-duct to the appropriate handhole, cable splicing to provide a fully operable detector loop, testing and all trench and backfill shall be included in this item.

Detector loop replacement shall be measured along the sawed slot in the pavement containing the loop and lead-in, rather than the actual length of the wire in the slot.

Basis of Payment. Detector Loop Replacement shall be paid for at the contract unit price per foot (meter) of DETECTOR LOOP REPLACEMENT.

#### LAWN SPRINKLER SYSTEM REPAIRS

This work shall consist of repairing lawn sprinkler systems damaged by construction operations to the full extent. The Contractor shall remove and properly dispose of damaged system materials and furnish and install sprinkler system replacement lines, fittings, and heads of the same or better quality as approved by the Engineer.

Sprinkler system repairs shall be made by an experienced contractor specializing in lawn sprinkler system installation, maintenance, and repair able to provide proof of past experience upon request. The sprinkler system repair contractor will be considered a qualified contractor as determined by the Engineer. The contractor shall coordinate all repairs with the individual sprinkler system owners in order to access controls for flushing and testing and under no circumstance shall the City take responsibility for scheduling repairs. The City will not make payment for system repairs until individual system owners have indicated in writing that their system has been satisfactorily repaired.

#### Basis of Payment

This work will be paid for at the contract unit price per foot for LAWN SPRINKLER SYSTEM REPAIRS.

This work will only be paid for when the damaged materials are within 1-foot of a proposed improvement. Damages that occur outside of 1-foot from proposed improvements shall be replaced by the Contractor at his/her own expense.

Payment shall include all types and sizes of sprinkler system materials. Fitting, heads, and all other components necessary to make system repairs to the full extent will not be paid for separately but shall be considered as included in the contract unit prices for LAWN SPRINKLER SYSTEM REPAIRS.

# HOT-MIX ASPHALT SURFACE PATCHES: ASBURY AVENUE, CENTRAL STREET, RIDGE AVENUE AND SOUTH BOULEVARD.

Add following paragraph to article 442.01 and 406.01

This work shall consist of grinding existing bituminous surface to a depth of 2" at locations directed by Engineer, in accordance with the applicable portions of section 440 of the Standard and Supplemental Specifications. All milled area shall be thoroughly cleaned, before applying necessary prime coat. Immediately after that Hot Mix Asphalt Surface Course shall be placed and compacted in accordance with the section 406 of the Standard Specifications. Also necessary short term markings shall be applied as directed by Engineer. Contractor will be required to post "No Parking Signs" at various locations as necessary. All other necessary traffic control shall be provided to safely perform grinding and paving operations.

There are existing traffic signal detector loops at most of the signalized intersections. It is anticipated that traffic signal detector loops will be damaged during the patching work. Contractor will be required to re install damaged loops. City of Evanston will provide whatever existing plans are available. Contractor will be required to figure out some of the loops in field by their crew.

It is estimated that 75% of the surface patches will have a minimum width of six feet and remaining 25% of patches shall varies in width from two feet to six feet. Contractor shall complete paving of all milled surface by end of the work day.

#### Method of Measurement:

Hot Mix Asphalt Surface Removal will be measured in Square Yard and Thermoplastic Pavement Markings will be measured in feet. Bituminous Materials (Tack Coat) and Short Term Pavement Markings will be considered incidental to various items. Also all required traffic control will NOT be measured separately.

# Basis of Payment:

This work will be paid for at the contract unit prices for HOT MIX ASPHALT SURFACE REMOVAL, HOT MIX ASPHALT SURFACE COURSE and, THERMOPLASTIC PAVEMENT MARKINGS LINE, which price shall include all labor, materials and equipment required to complete the work.

# INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

#### Adopted January 1, 2022

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

No ERRATA this year.

#### SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec. Page No.

No Supplemental Specifications this year.

# BDE SPECIAL PROVISIONS For the April 29, 2022 and June 17, 2022 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the BD&E. An \* indicates a new or revised special provision for the letting.

File Na	ame	#		Special Provision Title	Effective	Revised
80	099	1		Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
* 80	274	2		Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
80	192	3		Automated Flagger Assistance Device	Jan. 1, 2008	
80	173	4		Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80	)426	5		Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
80	)436	6		Blended Finely Divided Minerals	April 1, 2021	
80	241	7		Bridge Demolition Debris	July 1, 2009	
50	)26I	8		Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50	)48I	9		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50	)49I	10		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50	)53I	11		Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80	384	12		Compensable Delay Costs	June 2, 2017	April 1, 2019
		13		Completion Date (via calendar days)	April 1, 2008	
80	199	14		Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80	293	15		Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
80	311	16		Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
	261	17	Ħ	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	)434	18	Ħ	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	1101. 1, 2014
	029	19	Ħ	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	March 2, 2019
		20	Ħ	Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
		21	Ħ	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	)422		Ħ	High Tension Cable Median Barrier	Jan. 1, 2020	Jan. 1, 2022
	)443		H	High Tension Cable Median Barrier Removal	April 1, 2022	.,
	)444		Ħ	Hot-Mix Asphalt – Patching	April 1, 2022	
		25	Ħ	Hot-Mix Asphalt – Start of Production	Jan. 1, 2022	
		26	Ħ	Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
		27	Ħ	Luminaires, LED	April 1, 2019	Jan. 1, 2022
		28	Ħ	Material Transfer Device	June 15, 1999	Jan. 1, 2022
		29	П	Mechanically Stabilized Earth Retaining Walls	Nov. 1, 2019	Nov. 1, 2020
80		30		Portland Cement Concrete – Haul Time	July 1, 2020	
34	261	31		Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
80	395	32		Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018	
80	340	33		Speed Display Trailer	April 2, 2014	Jan. 1, 2022
80	127	34		Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
80	397	35		Subcontractor and DBE Payment Reporting	April 2, 2018	
80	391	36		Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
80	)437	37		Submission of Payroll Records	April 1, 2021	
80	)435	38		Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2022
80	)410	39		Traffic Spotters	Jan. 1, 2019	
20	338	40		Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
80	318	41		Traversable Pipe Grate for Concrete End Sections	Jan. 1, 2013	Jan. 1, 2018
		42		Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
		43		Vehicle and Equipment Warning Lights	Nov. 1, 2021	
		44		Waterproofing Membrane System	Nov. 1, 2021	
	302			Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
	)427			Work Zone Traffic Control Devices	Mar. 2, 2020	
80	071	47		Working Days	Jan. 1, 2002	

The following special provisions are in the 2022 Standard Specifications and Recurring Special Provisions.

File Name	Special Provision Title	New Location(s)	Effective	Revised
80425 80387	Cape Seal Contrast Preformed Plastic Pavement Marking	Sections 405, 1003 Articles 780.08, 1095.03	Jan. 1, 2020 Nov. 1, 2017	Jan. 1, 2021
80402	Disposal Fees	Article 109.04(b)	Nov. 1, 2017 Nov. 1, 2018	
80378	Dowel Bar Inserter	Articles 420.03, 420.05, 1103.20	Jan. 1, 2017	Jan. 1, 2018
80421	Electric Service Installation		Jan. 1, 2017 Jan. 1, 2020	Jan. 1, 2010
80421 80415		Articles 804.04, 804.05	•	
80423	Emulsified Asphalts	Article 1032.06	Aug. 1, 2019	
	Engineer's Field Office and Laboratory Geotechnical Fabric for Pipe Underdrains and	Section 670	Jan. 1, 2020	
80417	French Drains	Articles 1080.01(a), 1080.05	Nov. 1, 2019	
80420	Geotextile Retaining Walls	Article 1080.06(d)	Nov. 1, 2019	
80304	Grooving for Recessed Pavement Markings	Articles 780.05, 780.14, 780.15	Nov. 1, 2012	Nov. 1, 2020
80416	Hot-Mix Asphalt – Binder and Surface Course	Sections 406, 1003, 1004, 1030, 1101	July 2, 2019	Nov. 1, 2019
80398	Hot-Mix Asphalt – Longitudinal Joint Sealant	Sections 406, 1032	Aug. 1, 2018	Nov. 1, 2019
80406	Hot-Mix Asphalt – Mixture Design Verification and Production (Modified for I-FIT)	Sections 406, 1030	Jan. 1, 2019	Jan. 2, 2021
80347	Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Sections 406, 1030	Nov. 1, 2014	July 2, 2019
80383	Hot-Mix Asphalt – Quality Control for Performance	Sections 406, 1030	April 1, 2017	July 2, 2019
80393	Manholes, Valve Vaults, and Flat Slab Tops	Articles 602.02, 1042.10	Jan. 1, 2018	Mar. 1, 2019
80424	Micro-Surfacing and Slurry Sealing	Sections 404, 1003	Jan. 1, 2020	Jan. 1, 2021
80428	Mobilization	Article 671.02	April 1, 2020	
80412	Obstruction Warning Luminaires, LED	Sections 801, 822, 1067	Aug. 1, 2019	
80359	Portland Cement Concrete Bridge Deck Curing	Articles 1020.13, 1022.03	April 1, 2015	Nov. 1, 2019
80431	Portland Cement Concrete Pavement Patching	Articles 701.17(e)(3)b, 1001.01(d), 1020.05(b)(5)	July 1, 2020	
80432	Portland Cement Concrete Pavement Placement	Article 420.07	July 1, 2020	
80300	Preformed Plastic Pavement Marking Type D - Inlaid	Articles 780.08, 1095.03	April 1, 2012	April 1, 2016
80157	Railroad Protective Liability Insurance (5 and 10)	Article 107.11	Jan. 1, 2006	
80306	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Section 1031	Nov. 1, 2012	Jan. 2, 2021
80407	Removal and Disposal of Regulated Substances	Section 669	Jan. 1 2019	Jan. 1, 2020
80419	Silt Fence, Inlet Filters, Ground Stabilization and Riprap Filter Fabric	Articles 280.02, 280.04, 1080.02, 1080.03, 1081.15	Nov. 1, 2019	July 1, 2021
80408	Steel Plate Beam Guardrail Manufacturing	Article 1006.25	Jan. 1, 2019	
80413	Structural Timber	Article 1007.03	Aug. 1, 2019	
80298	Temporary Pavement Marking	Section 703, Article 1095.06	April 1, 2012	April 1, 2017
80409	Traffic Control Devices – Cones	Article 701.15(a), 1106.02(b)	Jan. 1, 2019	• ′
80288	Warm Mix Asphalt	Sections 406, 1030, 1102	Jan. 1, 2012	April 1, 2016
80414	Wood Fence Sight Screen	Article 641.02	Aug. 1, 2019	April 1, 2020

The following special provisions require additional information from the designer. The additional information needs to be submitted as a separate document. The Project Coordination and Implementation section will then include the information in the applicable special provision.

- Bridge Demolition Debris
- Building Removal Case I
- Building Removal Case II
- Building Removal Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation

- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

#### CONSTRUCTION AIR QUALITY - DIESEL RETROFIT (BDE)

Effective: June 1, 2010 Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term "equipment" refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment's respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
		X
June 1, 2010 1/	600-749	2002
	750 and up	2006
June 1, 2011 <sup>2/</sup>	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 2/	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

<sup>1/</sup> Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) Verified Retrofit

  Technology List (http://www.epa.gov/cleandiesel/verification/verif-list.htm),
  or verified by the California Air Resources Board (CARB)
  (http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

<sup>2/</sup> Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

#### **Diesel Retrofit Deficiency Deduction**

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

# **HOT-MIX ASPHALT – PATCHING (BDE)**

Effective: April 1, 2022

Replace Article 442.08(b) of the Standard Specifications with the following:

"(b) Density. The density of the compacted HMA shall be according to Articles 1030.06, 1030.09(b), 1030.09(c), and 1030.09(f)."

80444

# PORTLAND CEMENT CONCRETE - HAUL TIME (BDE)

Effective: July 1, 2020

Revise Article 1020.11(a)(7) of the Standard Specifications to read:

"(7) Haul Time. Haul time shall begin when the delivery ticket is stamped. The delivery ticket shall be stamped no later than five minutes after the addition of the mixing water to the cement, or after the addition of the cement to the aggregate when the combined aggregates contain free moisture in excess of two percent by weight (mass). If more than one batch is required for charging a truck using a stationary mixer, the time of haul shall start with mixing of the first batch. Haul time shall end when the truck is emptied for incorporation of the concrete into the work. The maximum haul time shall be as follows.

Concrete Temperature at Point of Discharge,	Maximum Haul Time <sup>1/</sup> (minutes)		
°F (°C)	Truck Mixer or Truck Agitator	Nonagitator Truck	
50 - 64 (10 - 17.5)	90	45	
> 64 (> 17.5) - without retarder	60	30	
> 64 (> 17.5) - with retarder	90	45	

1/ To encourage start-up testing for mix adjustments at the plant, the first two trucks will be allowed an additional 15 minutes haul time whenever such testing is performed.

For a mixture which is not mixed on the jobsite, a delivery ticket shall be required for each load. The following information shall be recorded on each delivery ticket: (1) ticket number; (2) name of producer and plant location; (3) contract number; (4) name of Contractor; (5) stamped date and time batched; (6) truck number; (7) quantity batched; (8) amount of admixture(s) in the batch; (9) amount of water in the batch; and (10) Department mix design number.

For concrete mixed in jobsite stationary mixers, the above delivery ticket may be waived, but a method of verifying the haul time shall be established to the satisfaction of the Engineer."

# WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

"(q) Temporary Sign Supports ......1106.02"

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

"For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer's specifications."

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

"701.15 Traffic Control Devices. For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer's self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device."

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

"1106.02 Devices. Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact

attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019."

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

- "(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.
- (k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department's qualified product list.
  - Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.
- (I) Movable Traffic Barrier. The movable traffic barrier shall be on the Department's qualified product list.

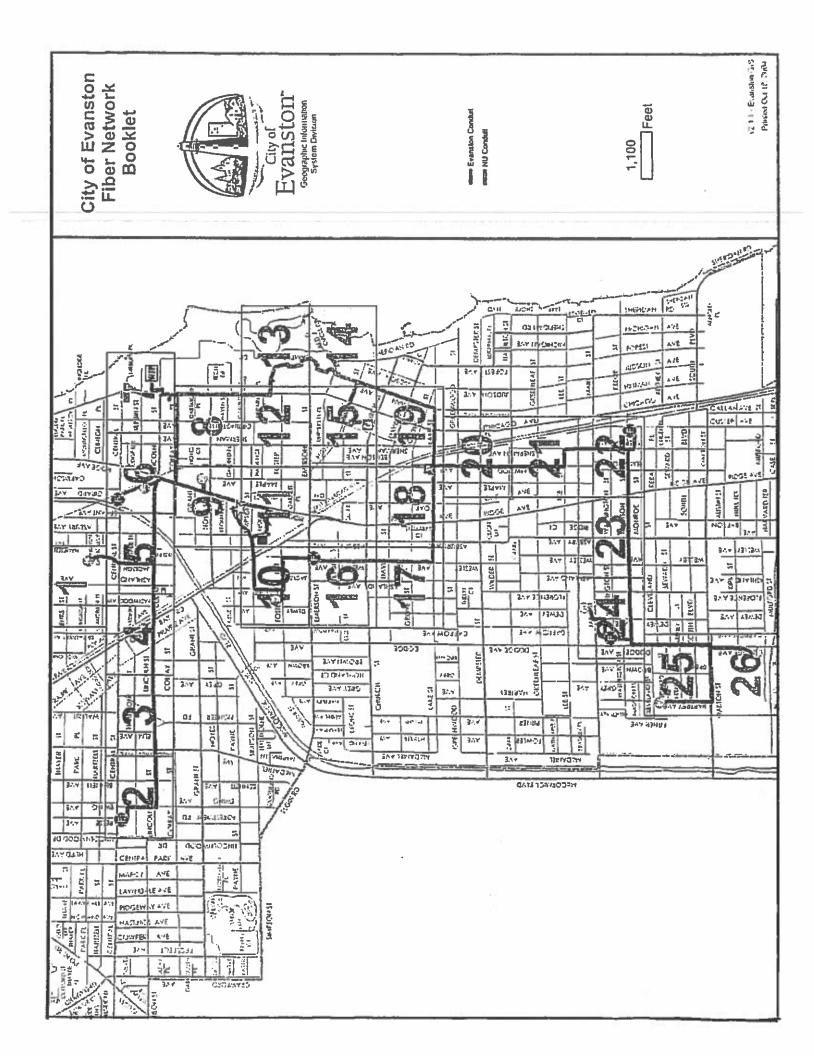
Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis."

# WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 40 working days.

80071



## **MAINTENANCE OF ROADWAYS (D1)**

Effective: September 30, 1985 Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

# **GROUND TIRE RUBBER (GTR) MODIFIED ASPHALT BINDER (D1)**

Effective: June 26, 2006 Revised: December 1, 2021

Add the following to the end of article 1032.05 of the Standard Specifications:

"(c) Ground Tire Rubber (GTR) Modified Asphalt Binder. A quantity of 10.0 to 14.0 percent GTR (Note 1) shall be blended by dry unit weight with a PG 64-28 to make a GTR 70-28 or a PG 58-28 to make a GTR 64-28. The base PG 64-28 and PG 58-28 asphalt binders shall meet the requirements of Article 1032.05(a). Compatible polymers may be added during production. The GTR modified asphalt binder shall meet the requirements of the following table.

Test	Asphalt Grade GTR 70-28	Asphalt Grade GTR 64-28
Flash Point (C.O.C.), AASHTO T 48, °F (°C), min.	450 (232)	450 (232)
Rotational Viscosity, AASHTO T 316 @ 275 °F (135 °C), Poises, Pa·s, max.	30 (3)	30 (3)
Softening Point, AASHTO T 53, °F (°C), min.	135 (57)	130 (54)
Elastic Recovery, ASTM D 6084, Procedure A (sieve waived) @ 77 °F, (25 °C), aged, ss, 100 mm elongation, 5 cm/min., cut immediately, %, min.	65	65

Note 1. GTR shall be produced from processing automobile and/or light truck tires by the ambient grinding method. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall contain no free metal particles or other materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois modified AASHTO T 27, a 50 g sample of the GTR shall conform to the following gradation requirements:

Sieve Size	Percent Passing
No. 16 (1.18 mm)	100
No. 30 (600 μm)	95 ± 5
No. 50 (300 μm)	> 20

Add the following to the end of Note 1. of article 1030.03 of the Standard Specifications:

"A dedicated storage tank for the Ground Tire Rubber (GTR) modified asphalt binder shall be provided. This tank must be capable of providing continuous mechanical mixing throughout by continuous agitation and recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature

of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of  $\pm$  0.40 percent."

#### HOT-MIX ASPHALT – MIXTURE DESIGN VERIFICATION AND PRODUCTION (D1)

Effective: January 1, 2019 Revised: December 1, 2021

Add to Article 1030.05 (d)(3) of the Standard Specifications to read:

"During mixture design, prepared samples shall be submitted to the District laboratory by the Contractor for verification testing. The required testing, and number and size of prepared samples submitted, shall be according to the following tables.

High ESAL – Required Samples for Verification Testing					
Mixture Hamburg Wheel and I-FIT Testing 1/ 2/					
Binder total of 3 - 160 mm tall bricks					
Surface total of 4 - 160 mm tall bricks					

Low ESAL – Required Samples for Verification Testing					
Mixture I-FIT Testing 1/ 2/					
Binder	1 - 160 mm tall brick				
Surface	2 - 160 mm tall bricks				

- 1/ The compacted gyratory bricks for Hamburg wheel and I-FIT testing shall be  $7.5 \pm 0.5$  percent air voids.
- 2/ If the Contractor does not possess the equipment to prepare the 160 mm tall brick(s), twice as many 115 mm tall compacted gyratory bricks will be acceptable.

Revise the fourth paragraph of Article 1030.10 of the Standard Specifications to read:

"When a test strip is not required, each HMA mixture shall still be sampled on the first day of production: I-FIT and Hamburg wheel testing for High ESAL; I-FIT testing for Low ESAL. Within two working days after sampling the mixture, the Contractor shall deliver gyratory cylinders to the District laboratory for Department verification testing. The High ESAL mixture test results shall meet the requirements of Articles 1030.05(d)(3) and 1030.05(d)(4). The Low ESAL mixture test results shall meet the requirements of Article 1030.05(d)(4). The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the "High ESAL - Required Samples for Verification Testing" table in Article 1030.05(d)(3) above."

Add the following to the end of Article 1030.10 of the Standard Specifications to read:

"Mixture sampled during first day of production shall include approximately 60 lb (27 kg) of additional material for the Department to conduct Hamburg wheel testing and approximately 80 lb (36 kg) of additional material for the Department to conduct I-FIT testing. Within two working days after sampling, the Contractor shall deliver prepared samples to the District laboratory for verification testing. The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the "High ESAL - Required Samples for Verification Testing" table in Article 1030.05(d)(3) above."

# FRICTION AGGREGATE (D1)

Effective: January 1, 2011 Revised: December 1, 2021

Revise Article 1004.03(a) of the Standard Specifications to read:

**"1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA).** The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	Allowed Alone or in Combination <sup>5/</sup> :
		Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA	Stabilized Subbase	Allowed Alone or in Combination <sup>5/</sup> :
Low ESAL	or Shoulders	Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>1/</sup> Crushed Concrete
HMA	Binder	Allowed Alone or in Combination 5/6/:
High ESAL Low ESAL	IL-19.0 or IL-19.0L SMA Binder	Crushed Gravel Carbonate Crushed Stone <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete <sup>3/</sup>

Use	Mixture	Aggregates Allow	ed			
HMA High ESAL Low ESAL	C Surface and Binder IL-9.5 IL-9.5FG or IL-9.5L	Allowed Alone or in Combination <sup>5/</sup> :  Crushed Gravel Carbonate Crushed Stone <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>4/</sup> Crushed Concrete <sup>3/</sup>				
HMA High ESAL	D Surface and Binder IL-9.5 or IL-9.5FG	Allowed Alone or Crushed Gravel Carbonate Crushe Limestone) <sup>2/</sup> Crystalline Crushed Crushed Sandston Crushed Slag (AC Crushed Steel Slag Other Combinatio	ed Stone (other than ed Stone ne CBF) ag <sup>4/</sup>			
		Up to 25% Limestone 50% Limestone	With  Dolomite  Any Mixture D aggregate other			
		75% Limestone	than Dolomite  Crushed Slag (ACBF) or Crushed Sandstone			
HMA High ESAL	E Surface IL-9.5 SMA Ndesign 80 Surface	Allowed Alone or Crushed Gravel Crystalline Crushed Crushed Sandstor Crushed Slag (AC Crushed Steel Sla No Limestone.	ne CBF)			
		Other Combinatio Up to	ns Allowed: With			

Use	Mixture	Aggregates Allowed				
		50% Dolomite <sup>2/</sup>	Any Mixture E aggregate			
		75% Dolomite <sup>2/</sup>	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone			
		75% Crushed Gravel <sup>2/</sup>	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag			
HMA	F Surface	Allowed Alone or in Combination <sup>5/6/</sup> :				
High ESAL	IL-9.5 SMA Ndesign 80 Surface	Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.				
		Other Combinations Allowed:				
		Up to	With			
		50% Crushed Gravel <sup>2/</sup> or Dolomite <sup>2/</sup>	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone			

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone (limestone) and/or crushed gravel shall not be used in SMA Ndesign 80.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume."
- 6/ Combining different types of aggregate will not be permitted in SMA Ndesign 80."

# DETECTOR LOOP REPLACEMENT AND/OR INSTALLATION (ROADWAY GRINDING, RESURFACING, & PATCHING OPERATIONS)

Effective: January 1, 1985 Revised: January 5, 2016

886.02TS

The following Traffic Signal Special Provisions and the "District 1 Standard Traffic Signal Design Details" supplement the requirements of the State of Illinois "Standard Specifications for Road and Bridge Construction" Sections 810, 886, 1079 and 1088.

The intent of this Special Provision is to prescribe the materials and construction methods commonly used to replace traffic signal detector loops and replace magnetic signal detectors with detector loops during roadway resurfacing, grinding and patching operations. Loop detector replacement will not require the transfer of traffic signal maintenance from the District Electrical Maintenance Contractor to this contract's electrical contractor. Replacement of magnetic detector will require wiring revisions inside the control cabinet and therefore the transfer of maintenance will be required. All material furnished shall be new. The locations and the details of all installations shall be as indicated on the Plans or as directed by the Engineer.

The work to be provided under this contract consists of furnishing and installing all traffic signal work as specified on the Plans and as specified herein in a manner acceptable and approved by the Engineer.

#### Notification of Intent to Work.

Contracts such as pavement grinding or patching which result in the destruction of traffic signal detection require a notification of intent to work and an inspection. A minimum of seven (7) working days prior to the detection removal, the Contractor shall notify the:

- Traffic Signal Maintenance and Operations Engineer at (847)705-4424
- IDOT Electrical Maintenance Contractor at (773) 287-7600

at which time arrangements will be made to adjust the traffic controller timing to compensate for the absence of detection.

Failure to provide proper notification may require the District's Electrical Maintenance Contractor to be called to investigate complaints of inadequate traffic signal timing. All costs associated with these expenses will be paid for by the Contractor at no additional expense to the Department according to Section 109 of the "Standard Specifications."

#### Acceptance of Material.

The Contractor shall provide:

- 1. All material approval requests shall be submitted a minimum of seven (7) days prior to the delivery of equipment to the job site, or within 30 consecutive calendar days after the contract is awarded, or within 15 consecutive calendar days after the preconstruction meeting, whichever is first.
- Four (4) copies of a letter listing the vendor's name and model numbers of the proposed equipment shall be supplied. The letter will be reviewed by the Traffic Design Engineer to determine whether the equipment to be used is approved. The

letters will be stamped as approved or not approved accordingly and returned to the Contractor.

- 3. One (1) copy of material catalog cuts.
- 4. The contract number, permit number or intersection location must be on each sheet of the letter and material catalog cuts as required in items 2 and 3.

#### Inspection of Construction.

When the road is open to traffic, except as otherwise provided in Section 801 and 850 of the Standard Specifications, the Contractor must request a turn-on and inspection of the completed detector loop installation at each separate location. This request must be made to the Traffic Signal Maintenance and Operations Engineer at (847)705-4424 a minimum of seven (7) working days prior to the time of the requested inspection.

Acceptance of the traffic signal equipment by the Department shall be based upon inspection results at the traffic signal "turn on." If approved, traffic signal acceptance shall be verbal at the "turn on" inspection followed by written correspondence from the Engineer. If this work is not completed in time, the Department reserves the right to have the work completed by others at the Contractor's expense.

All cost of work and materials required to comply with the above requirements shall be included in the pay item bid price, under which the subject materials and signal equipment are paid, and no additional compensation will be allowed. Materials and signal equipment not complying with the above requirements will be subject to removal and disposal at the Contractor's expense.

#### Restoration of Work Area.

Restoration of the traffic signal work area due to the detector loop installation and/or replacement shall be included in the cost of this item. All roadway surfaces such as shoulders, medians, sidewalks, pavement shall be replaced as shown in the plans or in kind. All damage to mowed lawns shall be replaced with an approved sod, and all damage to unmowed fields shall be seeded.

#### Removal, Disposal and Salvage of Existing Traffic Signal Equipment.

The removal, disposal, and salvage of existing traffic signal equipment shall be included in the cost of this item. All material and equipment removed shall become the property of the Contractor and disposed of by the Contractor outside the State's right-of-way. No additional compensation shall be provided to the Contractor for removal, disposal or salvage expense for the work in this contract.

#### DETECTOR LOOP REPLACEMENT.

This work shall consist of replacing existing detector loops which are destroyed during grinding, resurfacing, or patching operations.

If damage to the detector loop is unavoidable, replacement of the existing detection system will be necessary. This work shall be completed by an approved Electrical Contractor as directed by the Engineer.

Replacement of the loops shall be accomplished in the following manner: The Engineer shall mark the location of the replacement loops. The Traffic Signal Maintenance and Operations Engineer shall be called to approve loop locations prior to the cutting of the pavement. The

Contractor may reuse the existing coilable non-metallic conduit (CNC) located between the existing handhole and the pavement if it hasn't been damaged. CNC meeting the requirements of NEC Article 353 shall be used for detector loop raceways to the handholes. All burrs shall be removed from the edges of the existing conduit which could cause damage to the new detector loop during installation. If the existing conduit is damaged beyond repair, if it cannot be located, or if additional conduits are required for each proposed loop; the Contractor shall be required to drill through the existing pavement into the appropriate handhole, and install 1" (25 mm) CNC. This work and the required materials shall not be paid for separately but shall be included in the pay item Detector Loop Replacement. Once suitable CNC raceways is established, the loop may be cut, installed, sealed and spliced to the twisted-shielded lead-in cable in the handhole. All loops installed in new asphalt pavement shall be installed in the binder course and not in the surface course. The edge of pavement or the curb shall be cut with a 1/4" (6.3 mm) deep x 4" (100 mm) saw-cut to mark location of each loop lead-in.

A minimum of seven (7) working days prior to the Contractor cutting loops, the Contractor shall have the proposed loop locations marked and contact the Traffic Signal Maintenance and Operations Engineer (847)705-4424 to inspect and approve the layout.

Loop detectors shall be installed according to the requirements of the "District 1 Standard Traffic Signal Design Details." Saw-cuts from the loop to the edge of pavement shall be made perpendicular to the edge of pavement when possible in order to minimize the length of the saw-cut unless directed otherwise by the Engineer or as shown on the plan.

The detector loop cable insulation shall be labeled with the cable specifications.

Each loop detector lead-in wire shall be labeled in the handhole using a water proof tag, from an approved vendor, secured to each wire with nylon ties. The lead-in wire, including all necessary connections for proper operation, from the edge of pavement to the handhole, shall be included in the detector loop pay item.

Loop sealant shall be a two-component thixotropic chemically cured polyurethane. The sealant shall be installed 1/8" (3 mm) below the pavement surface. If installed above the surface the excess shall be removed immediately.

Round loop(s) 6 ft (1.8 m) diameter may be substituted for 6 ft (1.8 m) by 6 ft (1.8 m) square loop(s) and shall be paid for as 24 feet (7.2 m) of detector loop.

Resistance to ground shall be a minimum of 100 mega-ohms under any conditions of weather or moisture. Inductance shall be more than 50 and less than 700 microhenries. Quality readings shall be more than 5.

Heat shrink splices shall be used according to the "District 1 Standard Traffic Signal Design Details."

Detector loop replacement shall be measured along the sawed slot in the pavement containing the loop cable up to the edge of pavement, rather than the actual length of the wire in the slot. Drilling handholes, sawing the pavement, furnishing and installing CNC to the appropriate

handhole, cable splicing to provide a fully operable detector loop, testing and all trench and backfill shall be included in this item.

#### Basis of Payment.

Detector Loop Replacement shall be paid for at the contract unit price per foot (meter) of DETECTOR LOOP REPLACEMENT.

#### MAGNETIC DETECTOR REMOVAL AND DETECTOR LOOP INSTALLATION.

This work shall consist of the removal of existing magnetic detectors, magnetic detector lead-in cable and magnetic detection amplifiers and related control equipment wiring, installation of detector lead-in cable, detector loops, detector amplifiers and related equipment wiring. The detector loop, cable, and amplifier shall be installed according to the applicable portions of the "Standard Specifications" and the applicable portions of the Special Provision for "Detector Loop Replacement." All drilling of handholes, furnishing and installing CNC, cable splicing, trench and backfill, removal of equipment, and removing cable from conduit shall be included in this item.

#### Basis of Payment.

Magnetic Detector Removal and Detector Loop Installation shall be paid for at the contract unit price per foot (meter) for DETECTOR LOOP, TYPE I, per each for INDUCTIVE LOOP DETECTOR, and foot (meter) for ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 14 1 PAIR.

#### DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (BDED1)

Effective: April 1, 2011 Revised: April 2, 2011

Add the following to Article 603.02 of the Standard Specifications:

- "(i) Temporary Hot-Mix Asphalt (HMA) Ramp (Note 1) .......1030
- (j) Temporary Rubber Ramps (Note 2)

Note 1. The HMA shall have maximum aggregate size of 3/8 in. (95 mm).

Note 2. The rubber material shall be according to the following.

Property	Test Method	Requirement
Durometer Hardness, Shore A	ASTM D 2240	75 ±15
Tensile Strength, psi (kPa)	ASTM D 412	300 (2000) min
Elongation, percent	ASTM D 412	90 min
Specific Gravity	ASTM D 792	1.0 - 1.3
Brittleness, °F (°C)	ASTM D 746	-40 (-40)"

Revise Article 603.07 of the Standard Specifications to read:

"603.07 Protection Under Traffic. After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b. After the casting has been adjusted and Class SI concrete has been placed, the work shall be protected by a barricade and two lights for at least 72 hours.

When castings are under traffic before the final surfacing operation has been started, properly sized temporary ramps shall be placed around the drainage and/or utility castings according to the following methods.

- (a) Temporary Asphalt Ramps. Temporary hot-mix asphalt ramps shall be placed around the casting, flush with its surface and decreasing to a featheredge in a distance of 2 ft (600 mm) around the entire surface of the casting.
- (b) Temporary Rubber Ramps. Temporary rubber ramps shall only be used on roadways with permanent posted speeds of 40 mph or less and when the height of the casting to be protected meets the proper sizing requirements for the rubber ramps as shown below.

Dimension	Requirement
Inside Opening	Outside dimensions of casting + 1 in. (25 mm)
Thickness at inside edge	Height of casting $\pm$ 1/4 in. (6 mm)
Thickness at outside edge	1/4 in. (6 mm) max.
Width, measured from inside opening to outside edge	8 1/2 in. (215 mm) min

Placement shall be according to the manufacturer's specifications.

Temporary ramps for castings shall remain in place until surfacing operations are undertaken within the immediate area of the structure. Prior to placing the surface course, the temporary ramp shall be removed. Excess material shall be disposed of according to Article 202.03."

# ADJUSTMENTS AND RECONSTRUCTIONS (D1)

Effective: March 15, 2011

Revise the first paragraph of Article 602.04 to read:

"602.04 Concrete. Cast-in-place concrete for structures shall be constructed of Class SI concrete according to the applicable portions of Section 503. Cast-in-place concrete for pavement patching around adjustments and reconstructions shall be constructed of Class PP-1 concrete, unless otherwise noted in the plans, according to the applicable portions of Section 1020."

Revise the third, fourth and fifth sentences of the second paragraph of Article 602.11(c) to read:

"Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.05 to read:

"603.05 Replacement of Existing Flexible Pavement. After the castings have been adjusted, the surrounding space shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.06 to read:

"603.06 Replacement of Existing Rigid Pavement. After the castings have been adjusted, the pavement and HMA that was removed, shall be replaced with Class PP-1 concrete, unless otherwise noted in the plans, not less than 9 in. (225 mm) thick. The pavement may be opened to traffic according to Article 701.17(e)(3)b.

The surface of the Class PP concrete shall be constructed flush with the adjacent surface."

Revise the first sentence of Article 603.07 to read:

"603.07 Protection Under Traffic. After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b."

#### HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D1)

Effective: November 1, 2019 Revised: December 1, 2021

Revise Article 1004.03(c) to read:

"(c) Gradation. The coarse aggregate gradations shall be as listed in the following table.

Use	Size/Application	Gradation No.
Class A-1, A-2, & A-3	3/8 in. (10 mm) Seal	CA 16 or CA 20
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & A-3	Cover Coat	CA 14
	IL-19.0;	CA 11 <sup>1/</sup>
	Stabilized Subbase IL-19.0	
LIMA Ligh ESAL	SMA 12.5 <sup>2/</sup>	CA 13 <sup>4</sup> , CA 14, or CA 16
HMA High ESAL	SMA 9.5 <sup>2/</sup>	CA 13 <sup>3/4/</sup> or CA 16 <sup>3/</sup>
	IL-9.5	CA 16, CM 13 <sup>4/</sup>
	IL-9.5FG	CA 16
LINAA L FOAL	IL-19.0L	CA 11 <sup>1/</sup>
HMA Low ESAL	IL-9.5L	CA 16

- 1/ CA 16 or CA 13 may be blended with the CA 11.
- 2/ The coarse aggregates used shall be capable of being combined with the fine aggregates and mineral filler to meet the approved mix design and the mix requirements noted herein.
- 3/ The specified coarse aggregate gradations may be blended.
- 4/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve."

Revise Article 1004.03(e) of the Supplemental Specifications to read:

"(e) Absorption. For SMA the coarse aggregate shall also have water absorption ≤ 2.0 percent."

Revise the "High ESAL" portion of the table in Article 1030.01 to read:

"High ESAL		IL-19.0, IL-9.5, IL-9.5FG, IL-4.75, SMA 12.5, Stabilized Subbase IL-19.0
	Surface Courses	IL-9.5, IL-9.5FG, SMA 12.5, SMA 9.5"

Revise Note 2. and add Note 6 to Article 1030.02 of the Standard Specifications to read:

"Item Article/Section

(g)Performance Graded Asphalt Binder (Note 6)

1032

(h) Fibers (Note 2)

Note 2. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that produces either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 6. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be a SBS PG 76-22 for IL-4.75, except where modified herein.."

# Revise table in Article 1030.05(a) of the Standard Specifications to read:

"MIXTURE COMPOSITION (% PASSING) 1/												
Sieve		.0 mm		12.5	SMA			5mm	IL-9.	5FG	IL-4.7	'5 mm
Size	min	max	min	max	min	max	min	max	min	max	min	max
1 1/2 in (37.5 mm)												
1 in. (25 mm)		100										
3/4 in. (19 mm)	90	100		100								
1/2 in. (12.5 mm)	75	89	80	100		100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	60	75 <sup>6/</sup>	90	100
#8 (2.36 mm)	20	42	16	24 4/	16	32 <sup>4/</sup>	34 <sup>5/</sup>	52 <sup>2/</sup>	45	60 <sup>6/</sup>	70	90
#16 (1.18 mm)	15	30					10	32	25	40	50	65
#30 (600 μm)			12	16	12	18			15	30		
#50 (300 μm)	6	15					4	15	8	15	15	30
#100 (150 μm)	4	9					3	10	6	10	10	18
#200 (75 μm)	3.0	6.0	7.0	9.0 3/	7.5	9.5 <sup>3/</sup>	4.0	6.0	4.0	6.5	7.0	9.0 <sup>3/</sup>
#635 (20 μm)			≤	3.0	⊻ 3	3.0				_		
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0		1.0

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.
- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.

- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.
- 6/ When the mixture is used as a binder, the maximum shall be increased by 0.5 percent passing."

Revise Article 1030.05(b) of the Standard Specifications to read:

(b) Volumetric Requirements. The target value for the air voids of the HMA shall be 4.0 percent, for IL-4.75 and SMA mixtures it shall be 3.5 percent and for Stabilized Subbase it shall be 3.0 percent at the design number of gyrations. The voids in the mineral aggregate (VMA) and voids filled with asphalt binder (VFA) of the HMA design shall be based on the nominal maximum size of the aggregate in the mix and shall conform to the following requirements.

	Voids in the Mineral Aggregate (VMA), % Minimum for Ndesign					
Mix Design	30	50	70	80	90	
IL-19.0		13.5	13.5		13.5	
IL-9.5		15.0	15.0			
IL-9.5FG		15.0	15.0			
IL-4.75 <sup>1/</sup>		18.5				
SMA-12.5 <sup>1/2/5/</sup>				17.0 <sup>3/</sup> /16.0 <sup>4/</sup>		
SMA-9.5 <sup>1/2/5/</sup>				17.0 <sup>3/</sup> /16.0 <sup>4/</sup>		
IL-19.0L	13.5					
IL-9.5L	15.0					

- 1/ Maximum draindown shall be 0.3 percent according to Illinois Modified AASHTO T 305.
- 2/ The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30°F.
- 3/ Applies when specific gravity of coarse aggregate is  $\geq 2.760$ .
- 4/ Applies when specific gravity of coarse aggregate is < 2.760.
- 5/ For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone"

Revise the last paragraph of Article 1102.01 (a) (5) of the Standard Specifications to read:

"IL-4.75 and Stone Matrix Asphalt (SMA) mixtures which contain aggregate having absorptions greater than or equal to 2.0 percent, or which contain steal slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours."

Add after third sentence of Article 1030.09(b) to read:

"If the Contractor and Engineer agree the nuclear density test method is not appropriate for the mixture, cores shall be taken at random locations determined according to the QC/QA document "Determination of Random Density Test Site Locations". Core densities shall be determined using the Illinois Modified AASHTO T 166 or T 275 procedure."

Revise Table 1 and Note 4/ of Table 1 in Article 406.07(a) of the Standard Specifications to read:

	Breakdown/Intermediate Roller (one of the following)	Final Roller (one or more of the following)	Density Requirement
IL-9.5, IL-9.5FG, IL-19.0 <sup>1/</sup>	$V_D$ , $P$ , $T_B$ , $3W$ , $O_T$ , $O_B$	$V_S$ , $T_B$ , $T_{F_i}$ $O_T$	As specified in Section 1030
IL-4.75 and SMA	T <sub>B,</sub> 3W, O <sub>T</sub>	T <sub>F</sub> , 3W	As specified in Section 1030
Mixtures on Bridge Decks <sup>2/</sup>	Тв	T <sub>F</sub>	As specified in Articles 582.05 and 582.06.

"4/ The Contractor shall provide a minimum of two steel-wheeled tandem rollers (T <sub>B</sub>), and/or three-wheel (3W) rollers for breakdown, except one of the (T<sub>B</sub>) or (3W) rollers shall be 84 inches (2.14 m) wide and a weight of 315 pound per linear inch (PLI) (5.63 kg/mm) and one of the (T<sub>B</sub>) or (3W) rollers can be substituted for an oscillatory roller (O<sub>T</sub>). T<sub>F</sub> rollers shall be a minimum of 280 lb/in. (50 N/mm). The 3W and T<sub>B</sub> rollers shall be operated at a uniform speed not to exceed 3 mph (5 km/h), with the drive roll for T<sub>B</sub> rollers nearest the paver and maintain an effective rolling distance of not more than 150 ft (45 m) behind the paver."

Add the following after the fourth paragraph of Article 406.13 (b):

"The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design's G<sub>mb</sub>."

Revise first paragraph of Article 1030.10 of the Standard Specifications to read:

"A test strip of 300 ton (275 metric tons), except for SMA mixtures it will be 400 ton (363 metric ton), will be required for each mixture on each contract at the beginning of HMA production for each construction year according to the Manual of Test Procedures for Materials "Hot Mix Asphalt Test Strip Procedures". At the request of the Producer, the Engineer may waive the test strip if previous construction during the current construction year has demonstrated the constructability of the mix using Department test results."

Revise third paragraph of Article 1030.10 of the Standard Specifications to read:

"When a test strip is constructed, the Contractor shall collect and split the mixture according to the document "Hot-Mix Asphalt Test Strip Procedures". The Engineer, or a representative, shall deliver split sample to the District Laboratory for verification testing. The Contractor shall complete mixture tests stated in Article 1030.09(a). Mixture sampled shall include enough material for the Department to conduct mixture tests detailed in Article 1030.09(a) and in the document "Hot-Mix Asphalt Mixture Design Verification Procedure" Section 3.3. The mixture test results shall meet the requirements of Articles 1030.05(b) and 1030.05(d), except Hamburg wheel tests will only be conducted on High ESAL mixtures during production."

# PUBLIC CONVENIENCE AND SAFETY (D1)

Effective: May 1, 2012 Revised: July 15, 2012

Add the following to the end of the fourth paragraph of Article 107.09:

"If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday, the length of Holiday Period for Monday or Friday shall apply."

Add the following sentence after the Holiday Period table in the fourth paragraph of Article 107.09:

"The Length of Holiday Period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday After"

Delete the fifth paragraph of Article 107.09 of the Standard Specifications:

"On weekends, excluding holidays, roadways with Average Daily Traffic of 25,000 or greater, all lanes shall be open to traffic from 3:00 P.M. Friday to midnight Sunday except where structure construction or major rehabilitation makes it impractical."

#### STATUS OF UTILITIES (D1)

Effective: June 1, 2016 Revised: January 1, 2020

Utility companies and/or municipal owners located within the construction limits of this project have provided the following information regarding their facilities and the proposed improvements. The tables below contain a description of specific conflicts to be resolved and/or facilities which will require some action on the part of the Department's contractor to proceed with work. Each table entry includes an identification of the action necessary and, if applicable, the estimated duration required for the resolution.

#### **UTILITIES TO BE ADJUSTED**

Conflicts noted below have been identified by following the suggested staging plan included in the contract. The company has been notified of all conflicts and will be required to obtain the necessary permits to complete their work; in some instances, resolution will be a function of the construction staging. The responsible agency must relocate, or complete new installations as noted below; this work has been deemed necessary to be complete for the Department's contractor to then work in the stage under which the item has been listed.

#### Pre-Stage

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME

#### Stage 1

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME

# Stage 2

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME

No conflicts to be resolved (or if there are conflicts they are to	be	listed a	s noted abo	ove)
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Pre-Stage: _	Days Total Installation
Stage 1:	Days Total Installation
Stage 2:	Days Total Installation

The following contact information is what was used during the preparation of the plans as provided by the Agency/Company responsible for resolution of the conflict.

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address

#### UTILITIES TO BE WATCHED AND PROTECTED

The areas of concern noted below have been identified by following the suggested staging plan included for the contract. The information provided is not a comprehensive list of all remaining utilities, but those which during coordination were identified as ones which might require the Department's contractor to take into consideration when making the determination of the means and methods that would be required to construct the proposed improvement. In some instances, the contractor will be responsible to notify the owner in advance of the work to take place so necessary staffing on the owner's part can be secured.

#### Pre-Stage

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER

#### Stage 1

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER

#### Stage 2

No facilities requiring extra consideration (or listed as noted above)

The following contact information is what was used during the preparation of the plans as provided by the owner of the facility.

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address

The above represents the best information available to the Department and is included for the convenience of the bidder. The days required for conflict resolution should be considered in the bid as this information has also been factored into the timeline identified for the project when setting the completion date. The applicable portions of the Standard Specifications for Road and Bridge Construction shall apply.

Estimated duration of time provided above for the first conflicts identified will begin on the date of the executed contract regardless of the status of the utility relocations. The responsible agencies will be working toward resolving subsequent conflicts in conjunction with contractor activities in the number of days noted.

The estimated relocation duration must be part of the progress schedule submitted by the contractor. A utility kickoff meeting will be scheduled between the Department, the Department's contractor and the utility companies when necessary. The Department's contractor is responsible for contacting J.U.L.I.E. prior to all excavation work.

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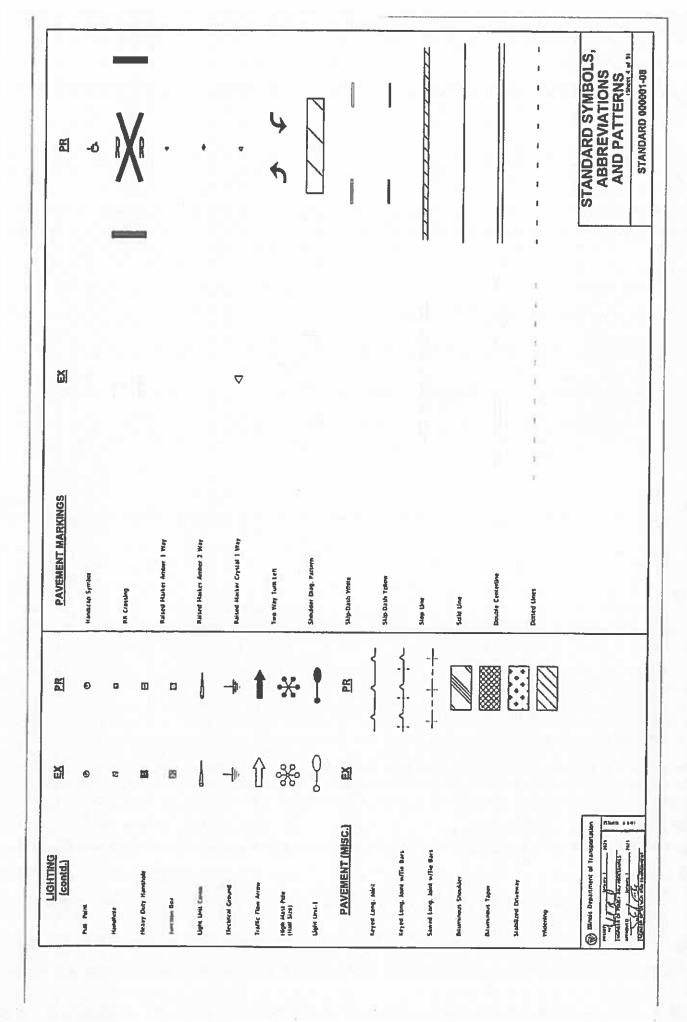
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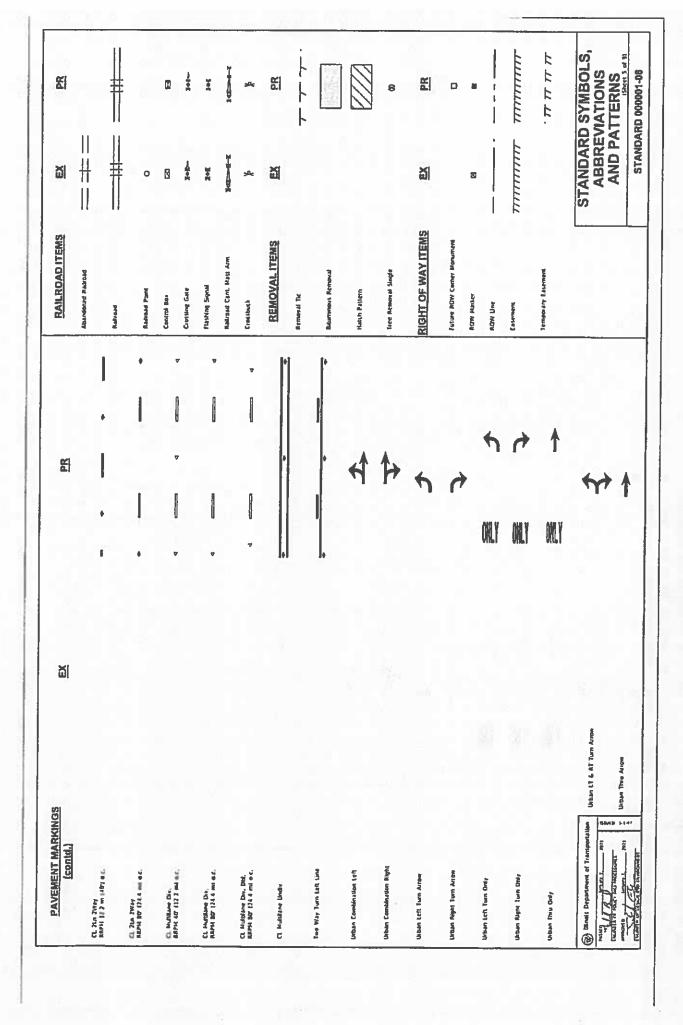
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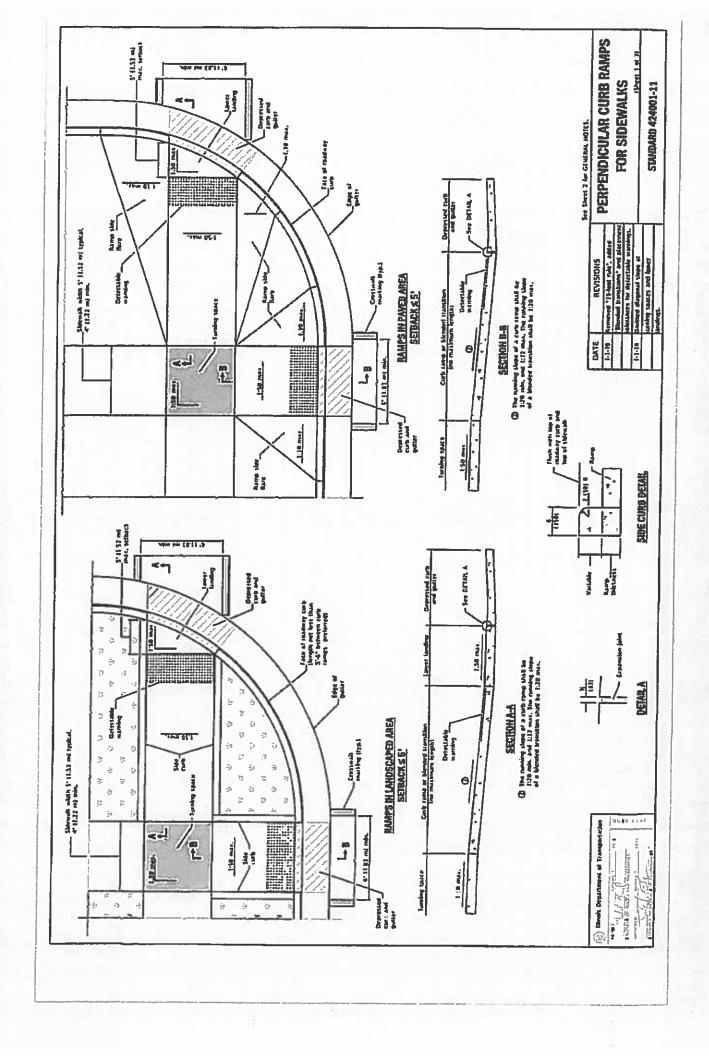
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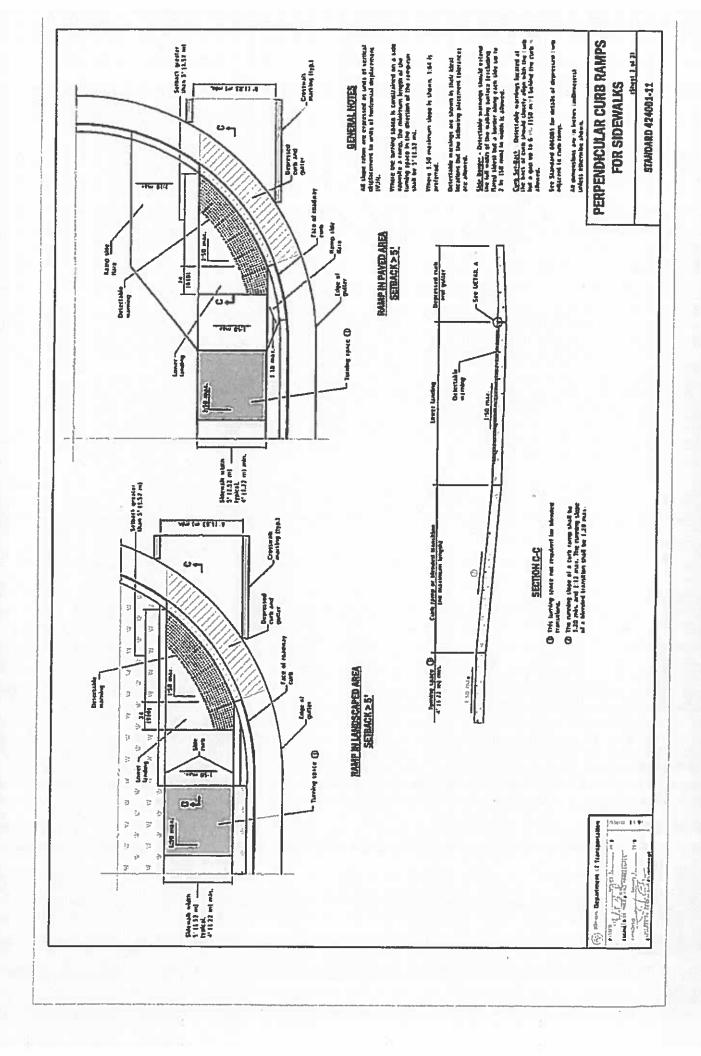
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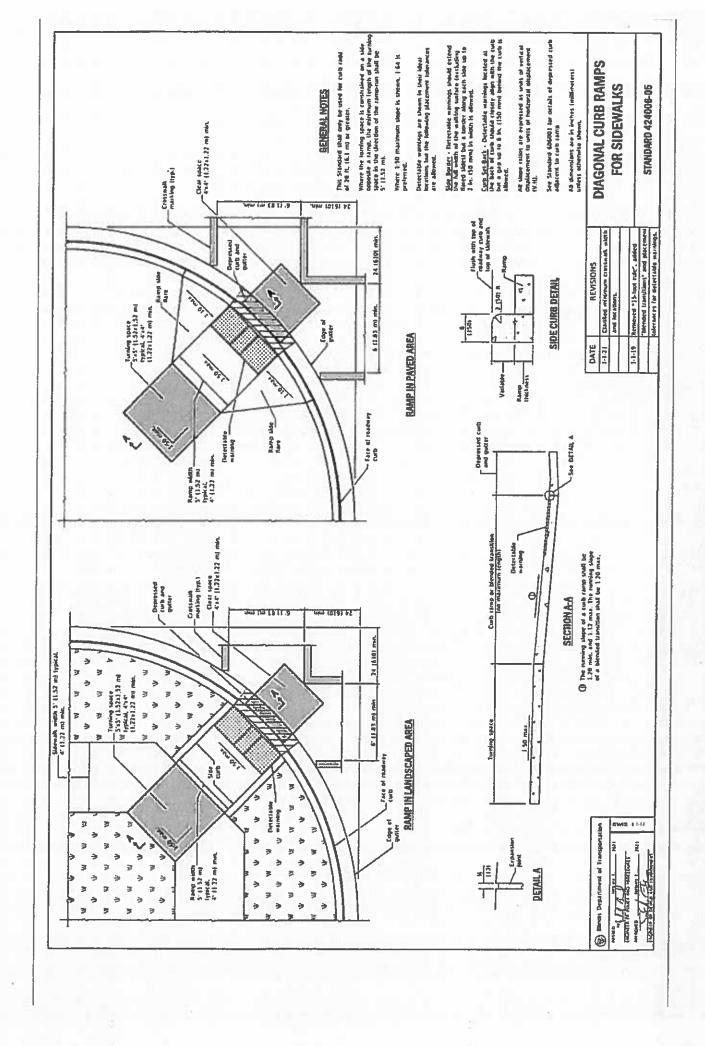
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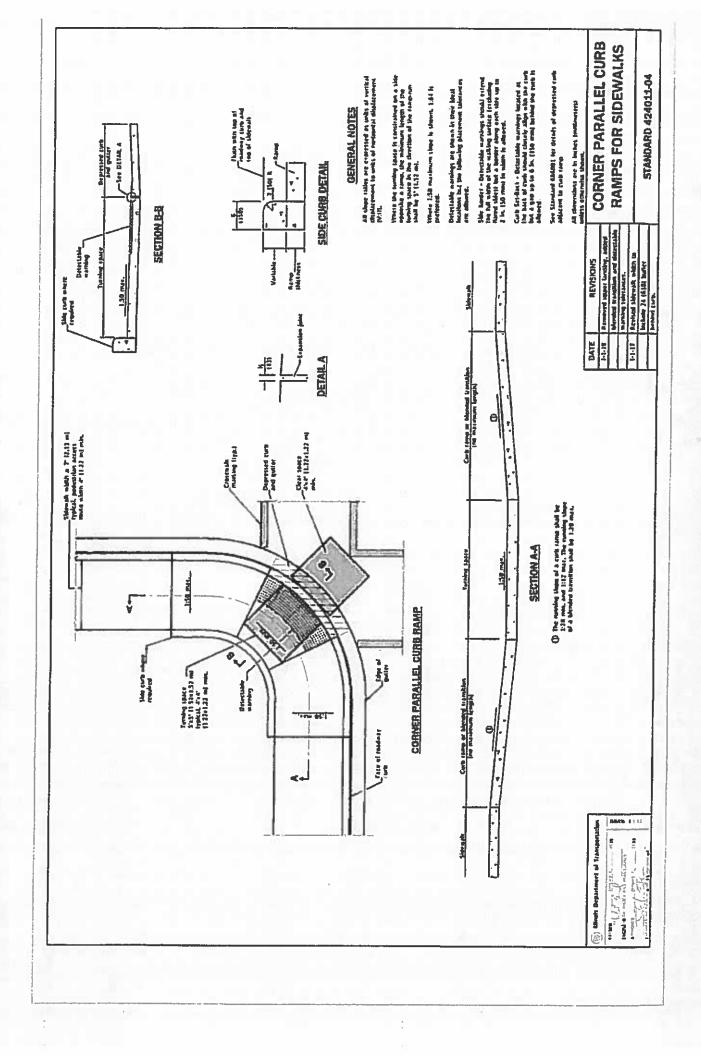
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TRAFFIC SHEET	Cettle Humber	Left Town Green	1		Signal Backgrave	Signal Section 8" (200 mm)	Signal Settlen 17" (300 mm)	Waltabert Wall Letters	Walt/Dert Walt Symbols	TRAFFIC SIGNAL	GMr. Steel Conduit	Underground Cable	Detector Loop Line	Detector Lang Small	Detector Loop Gustrapale				
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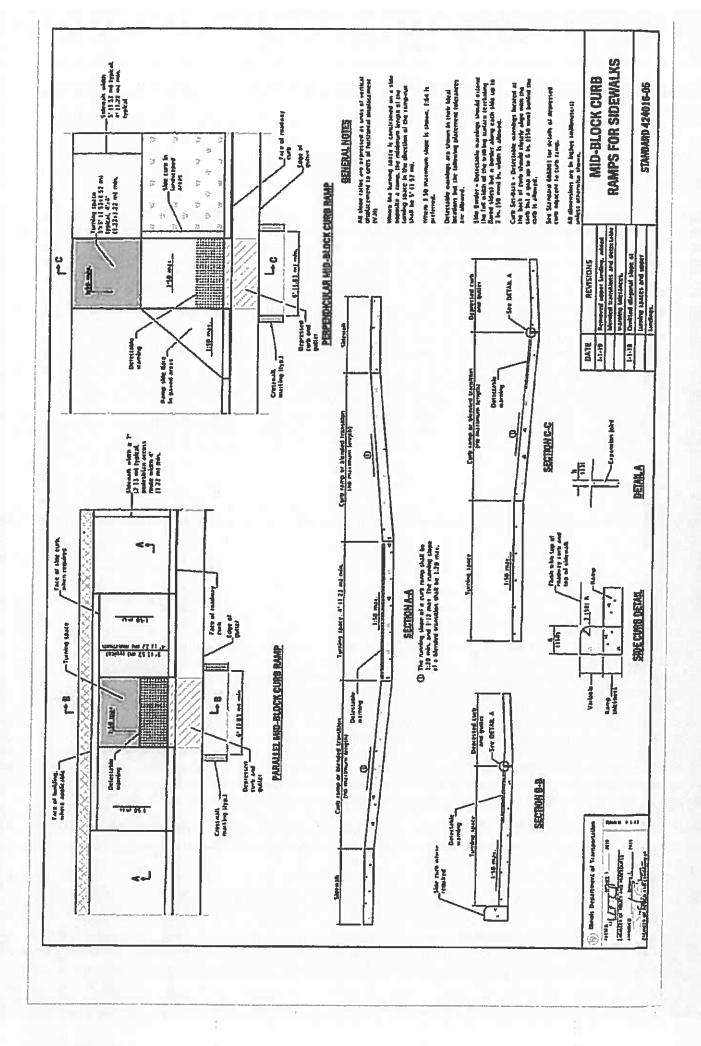
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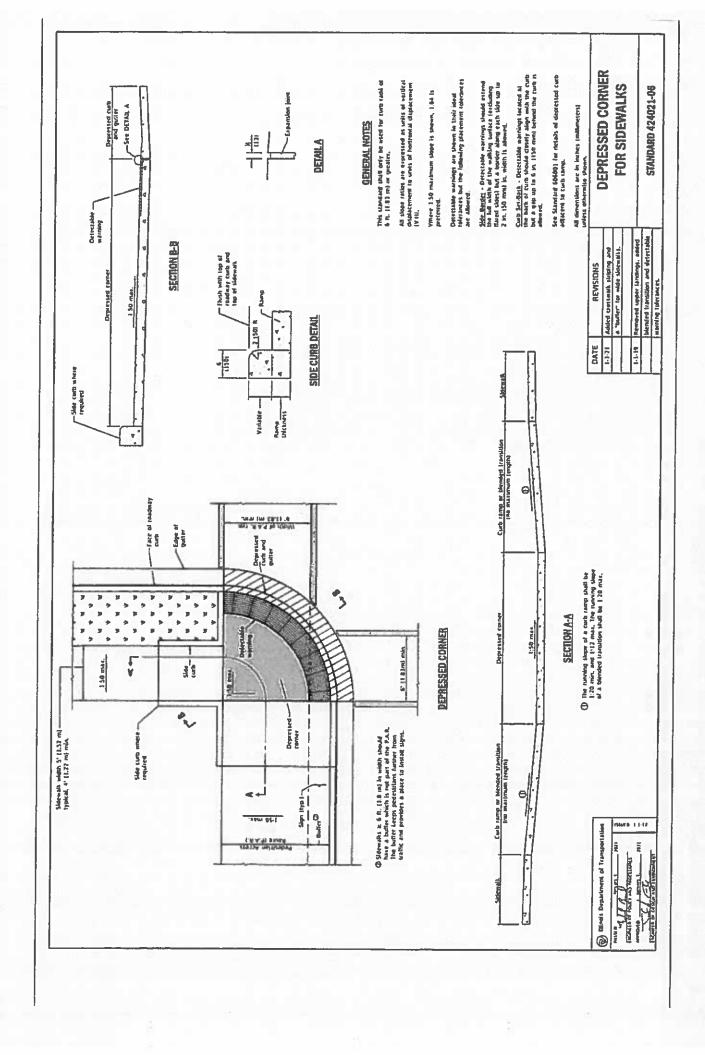


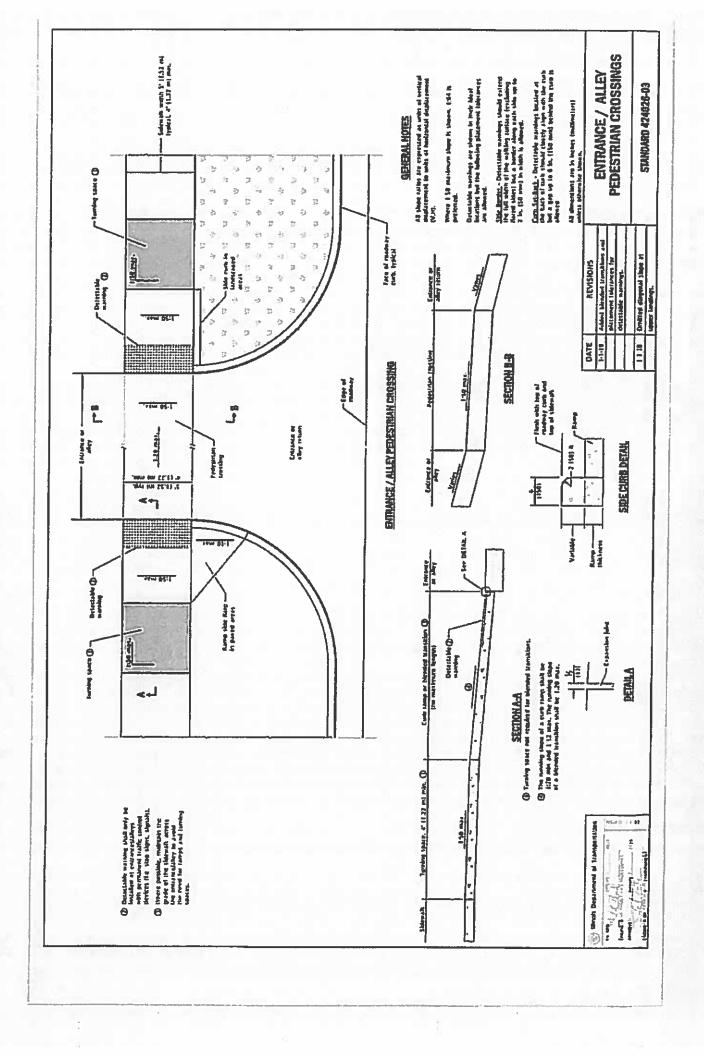


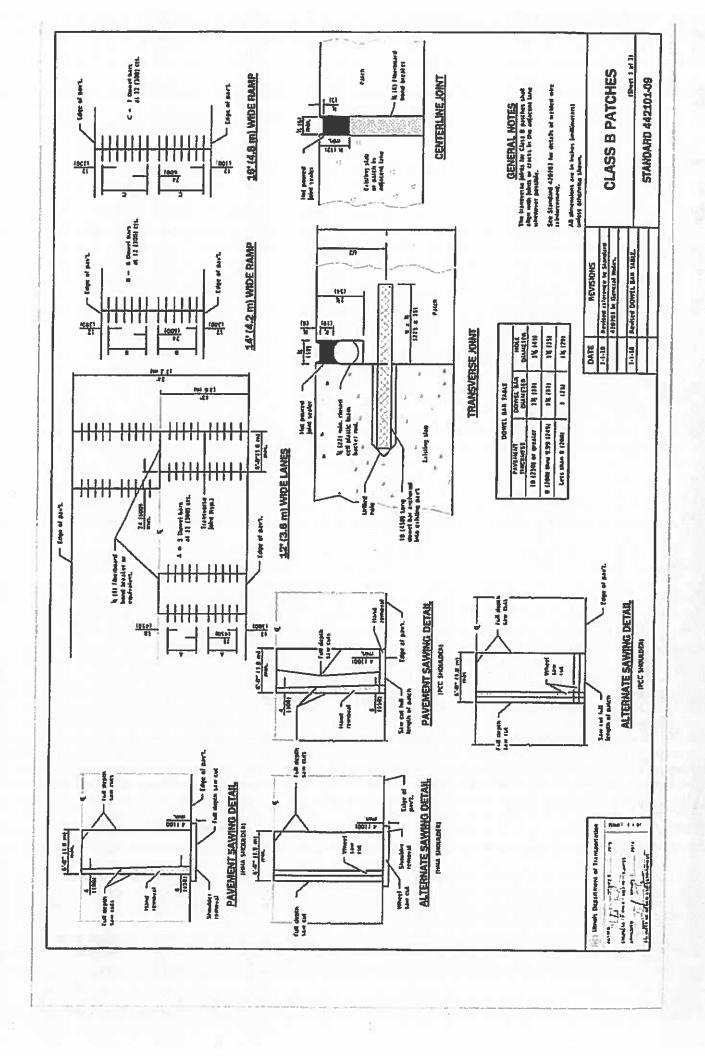


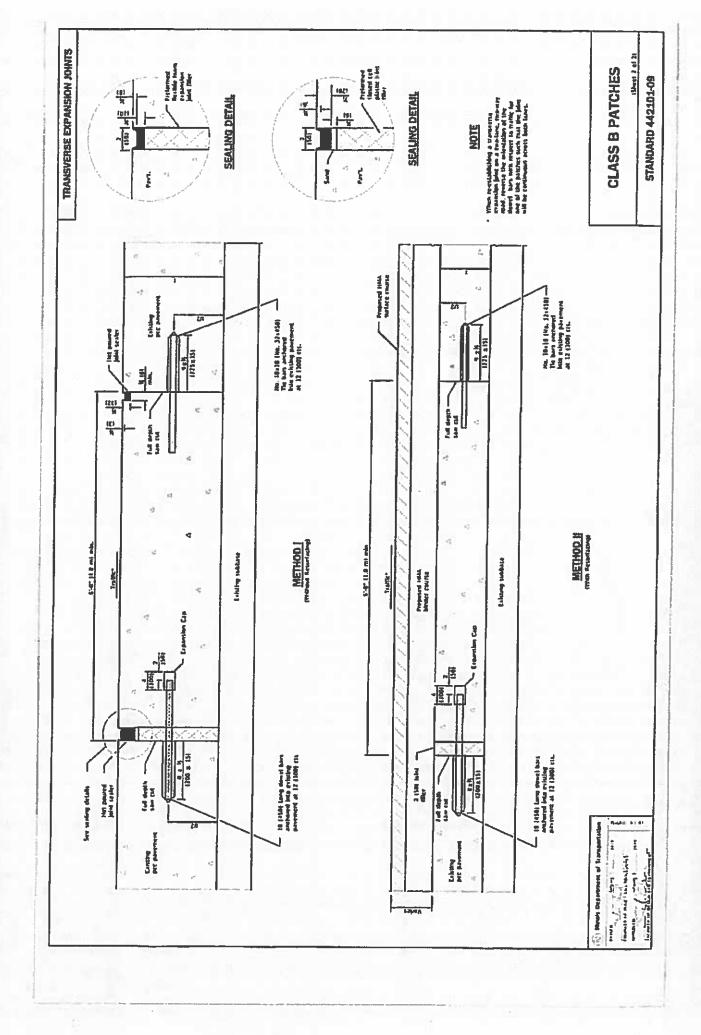


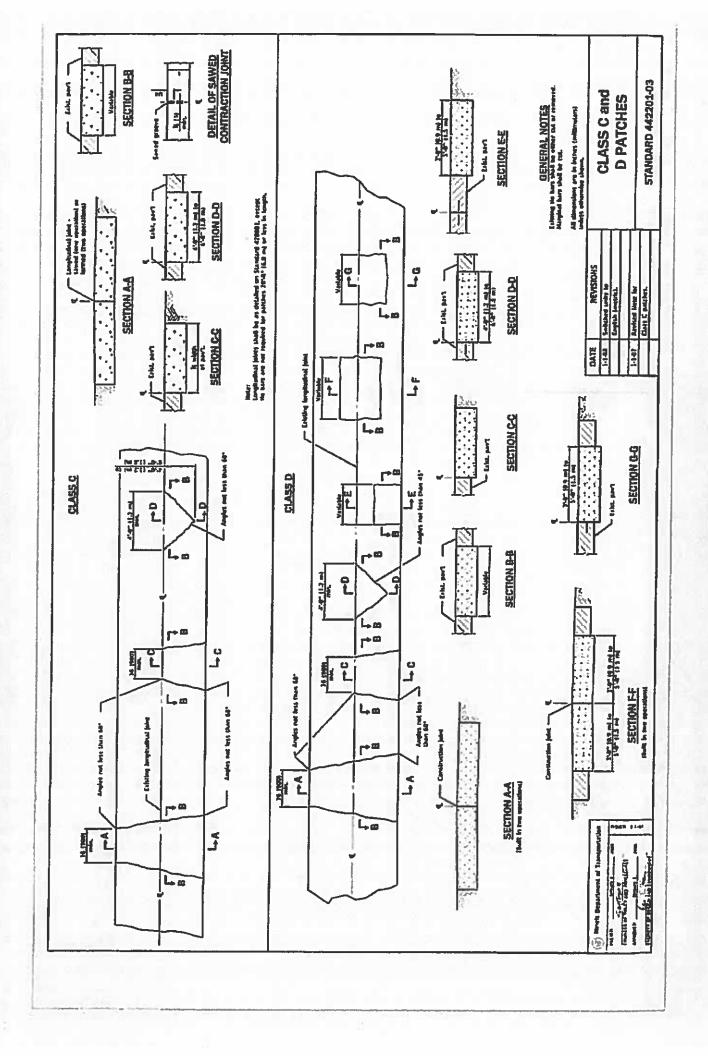


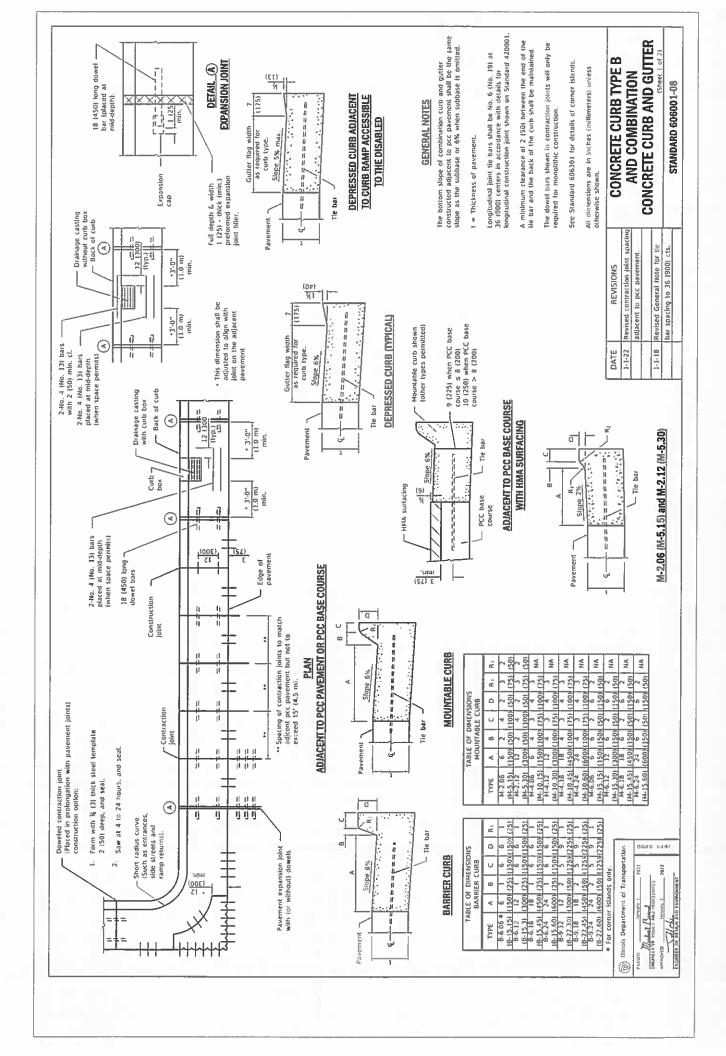


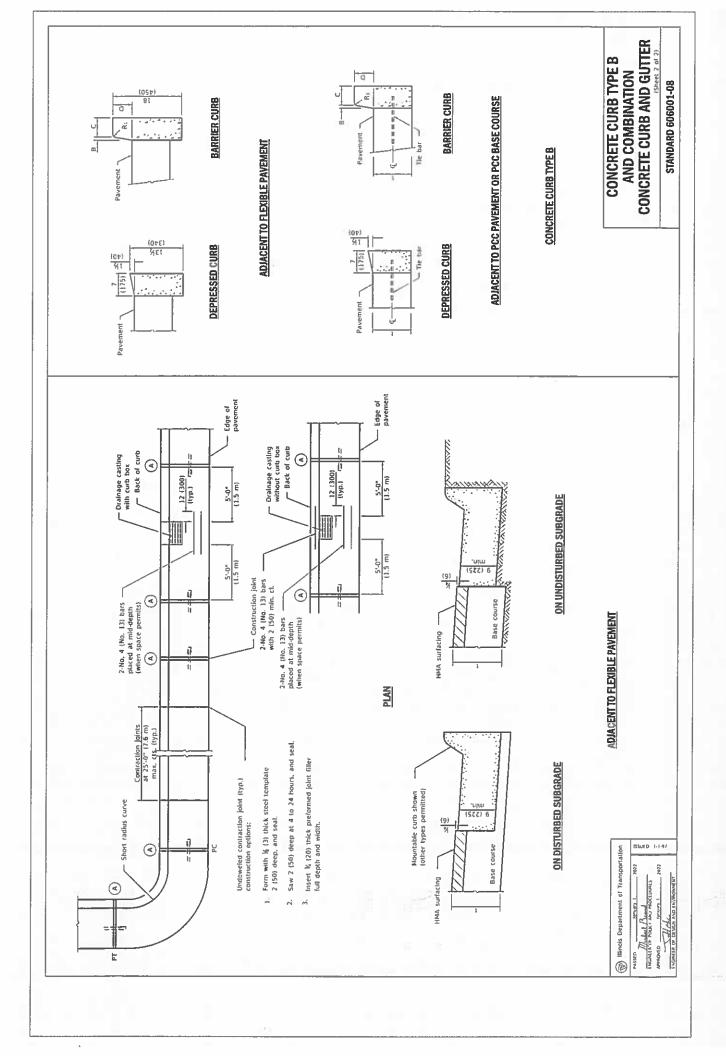


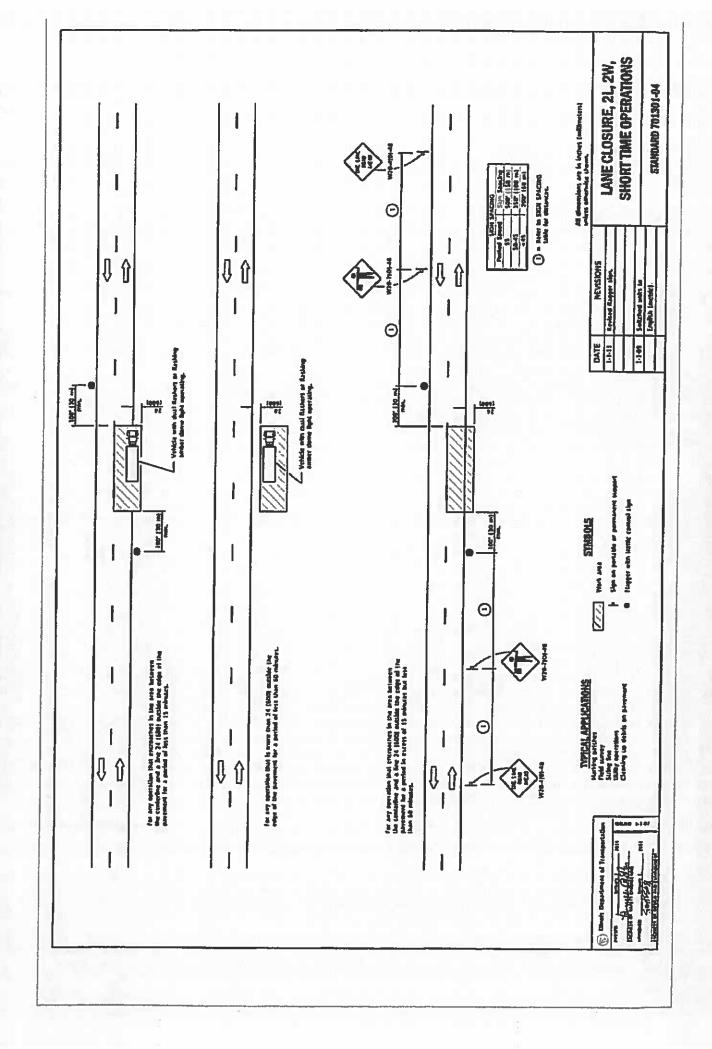


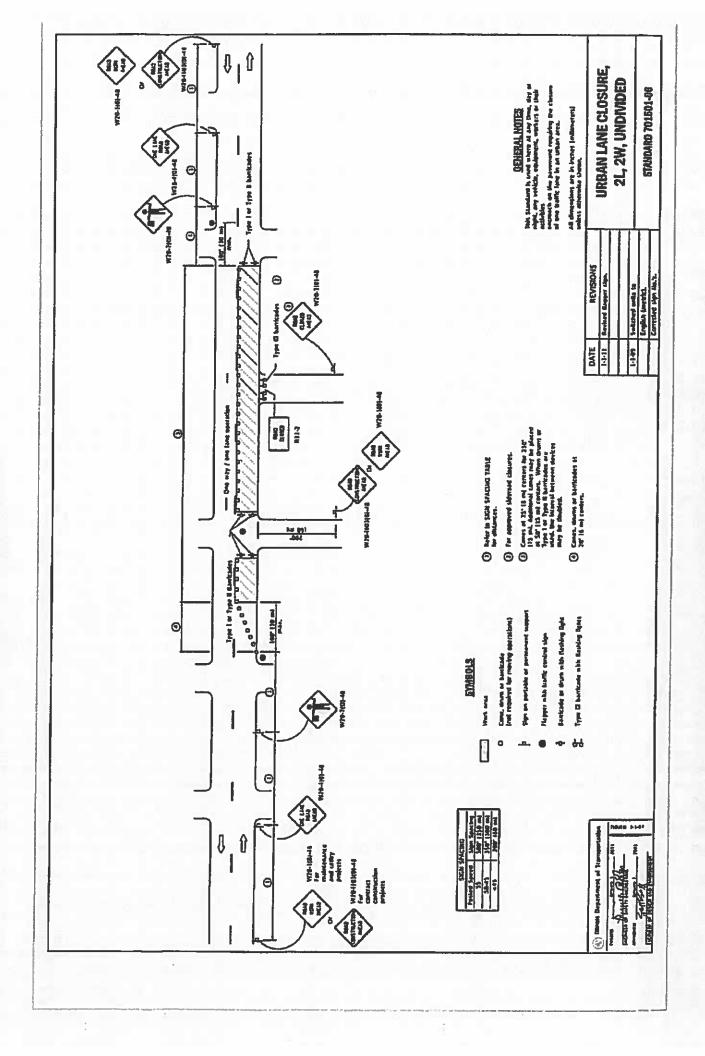


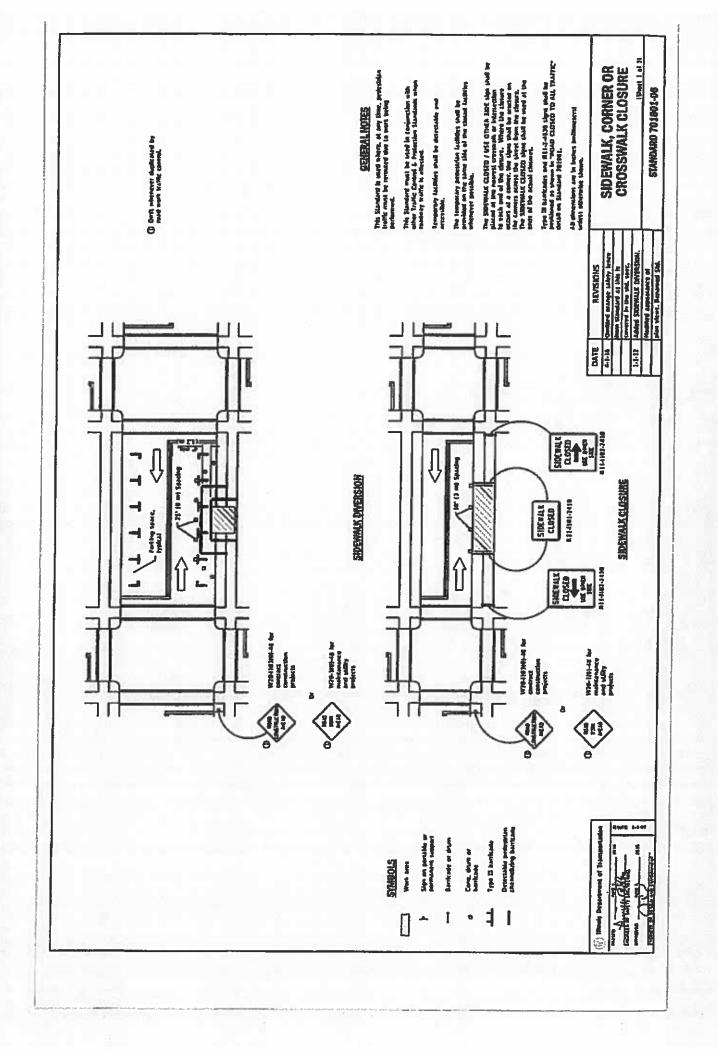


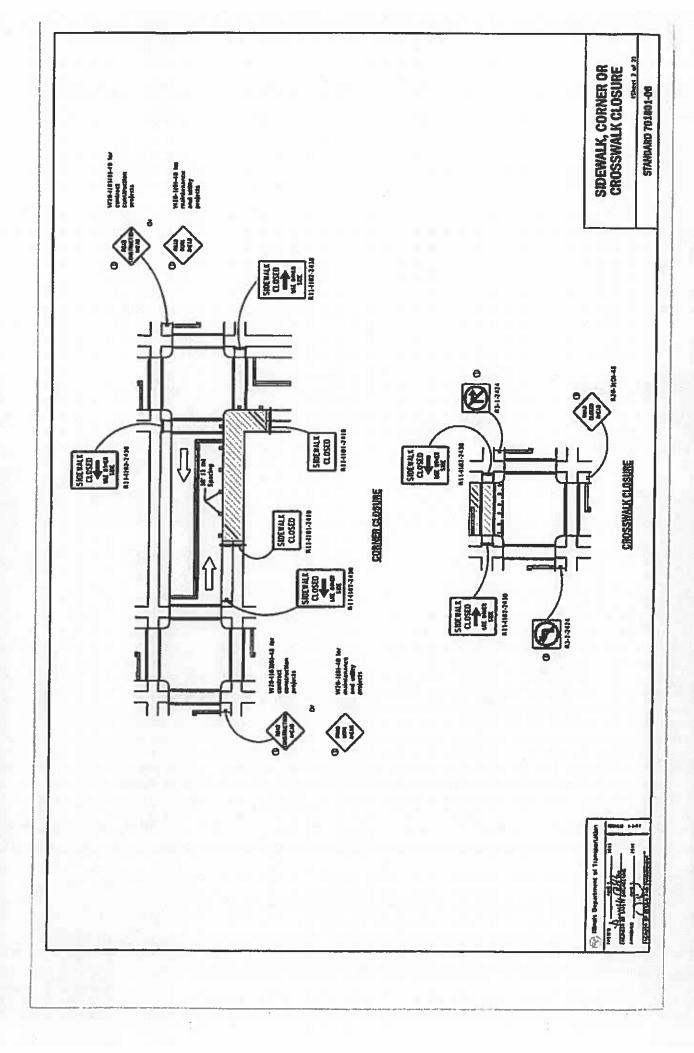


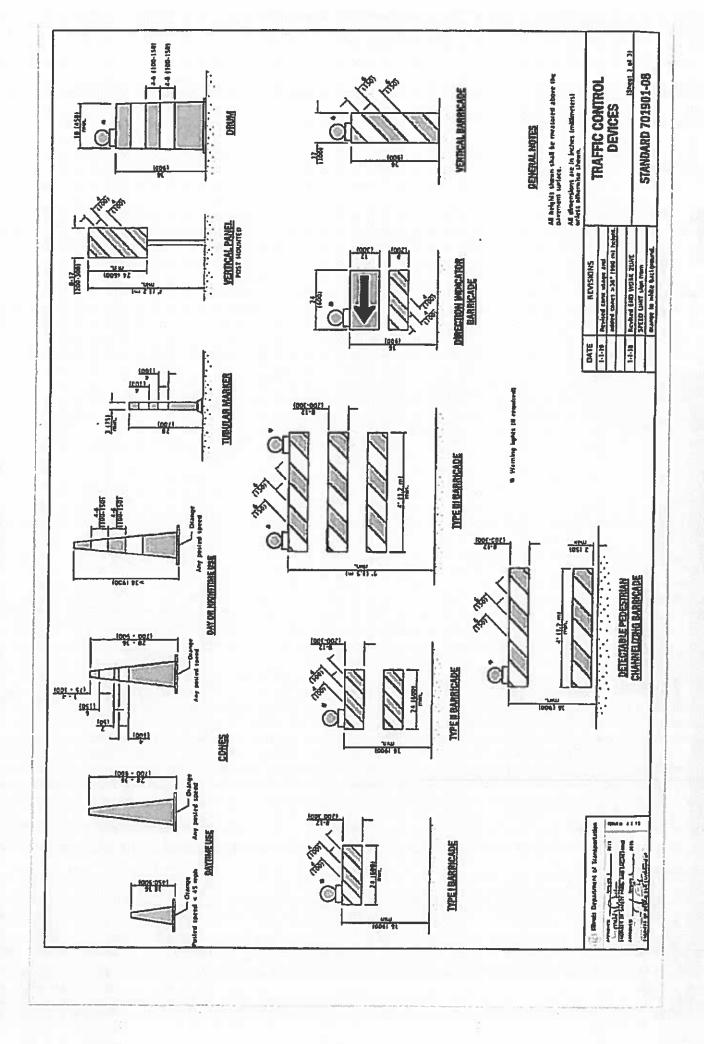


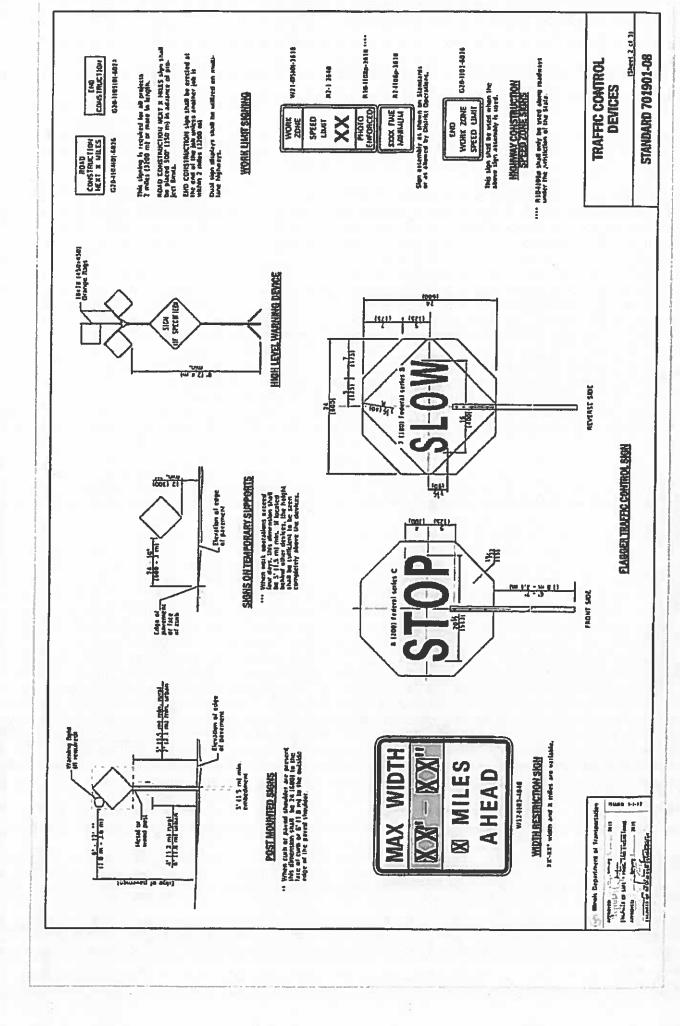


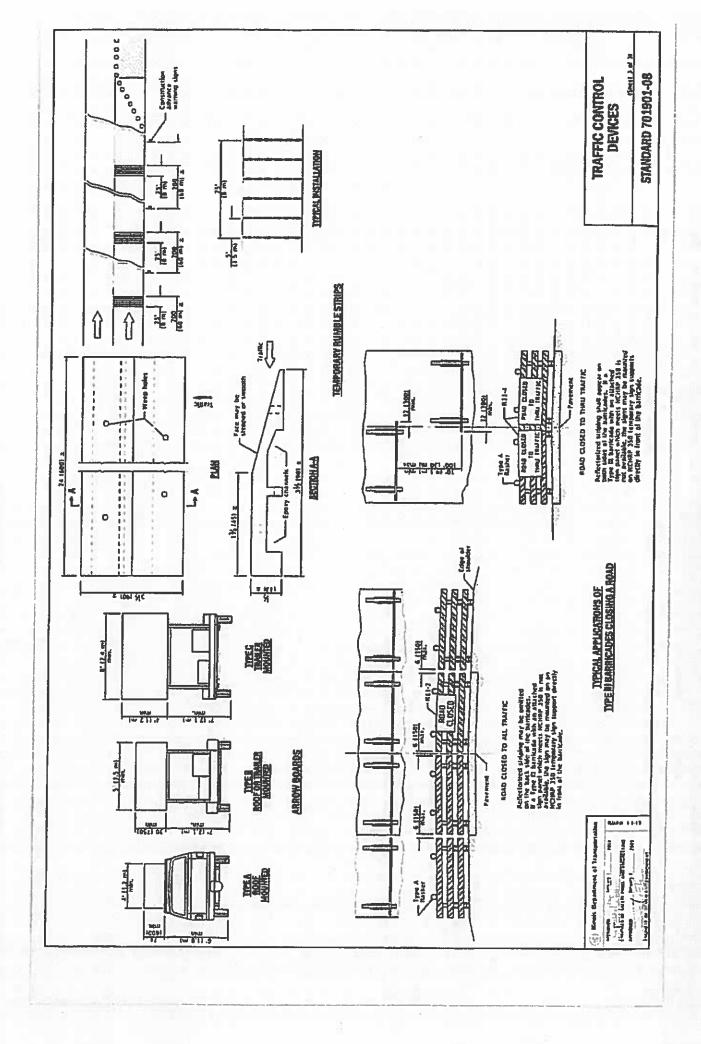


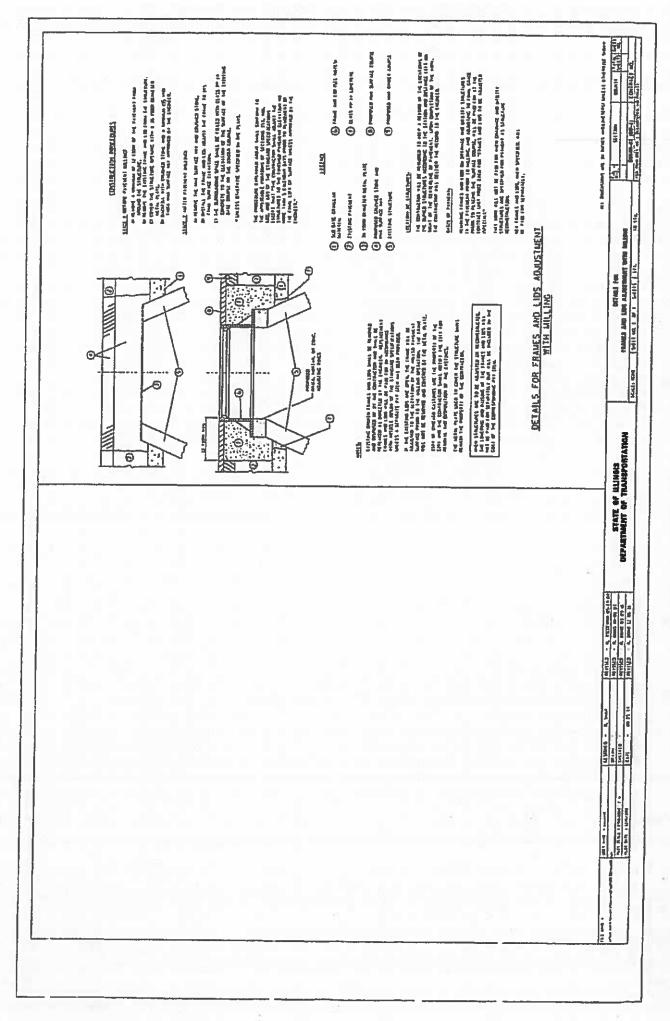


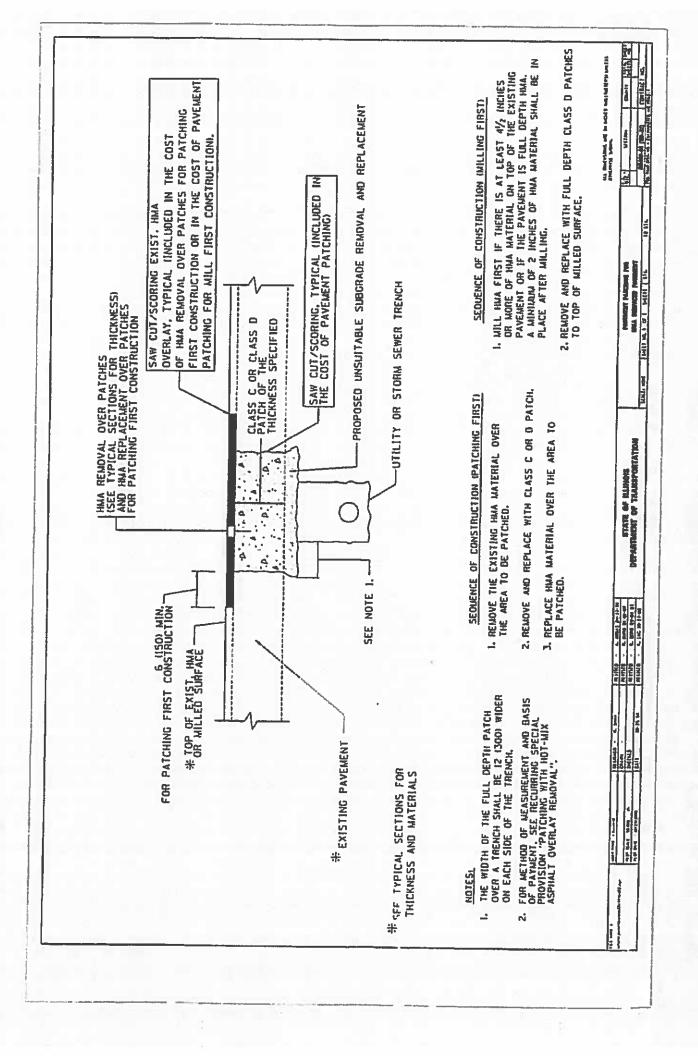


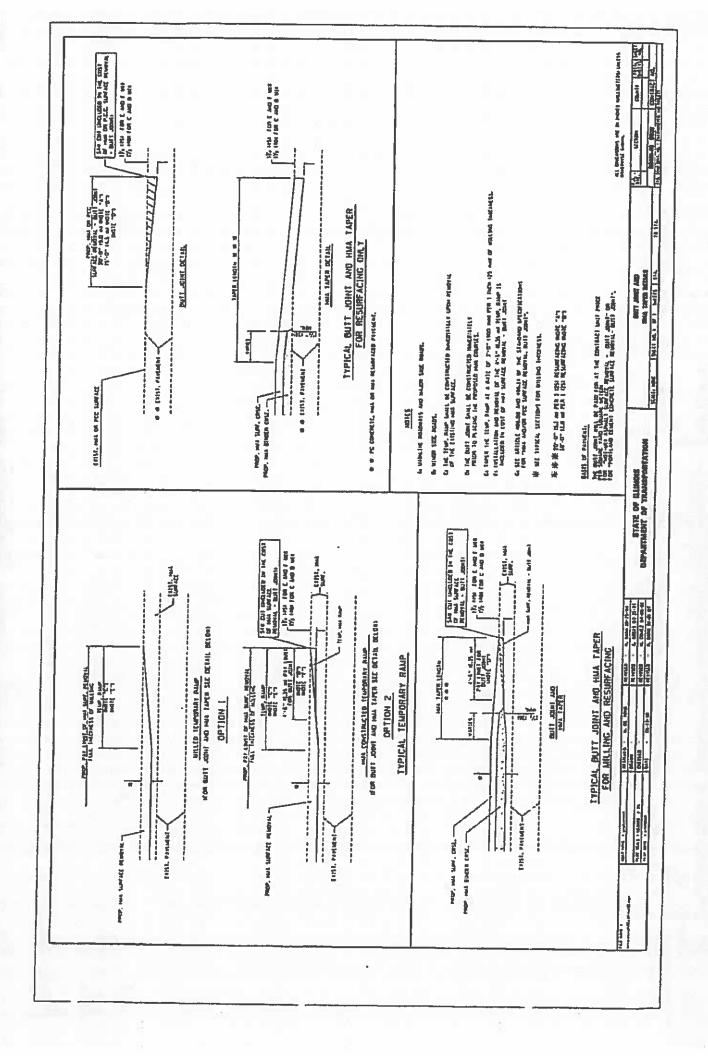


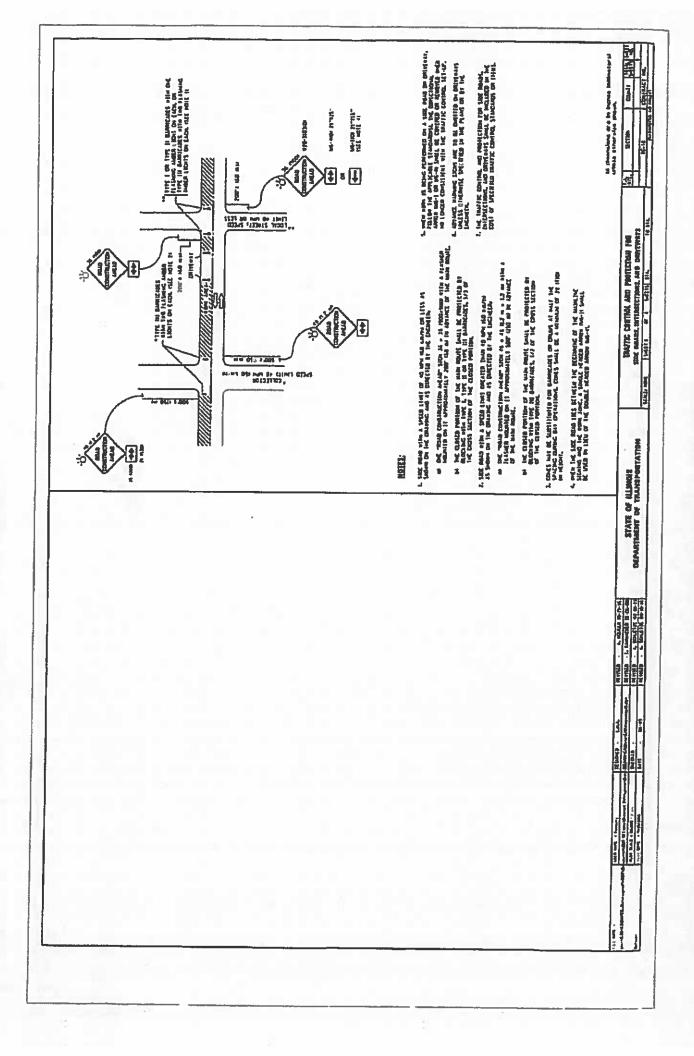


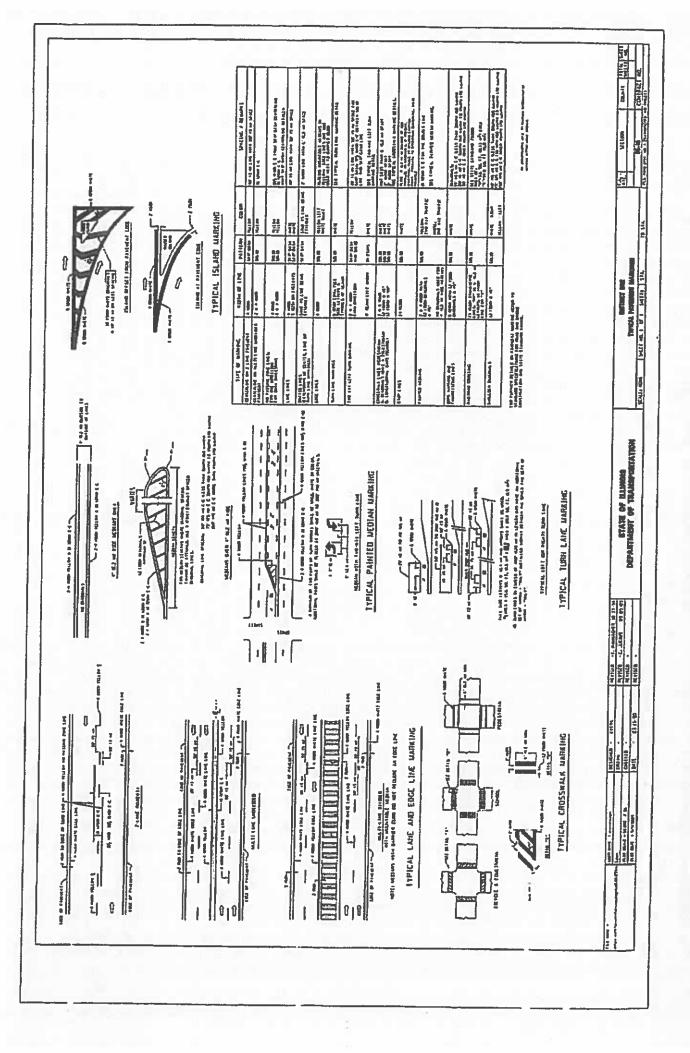


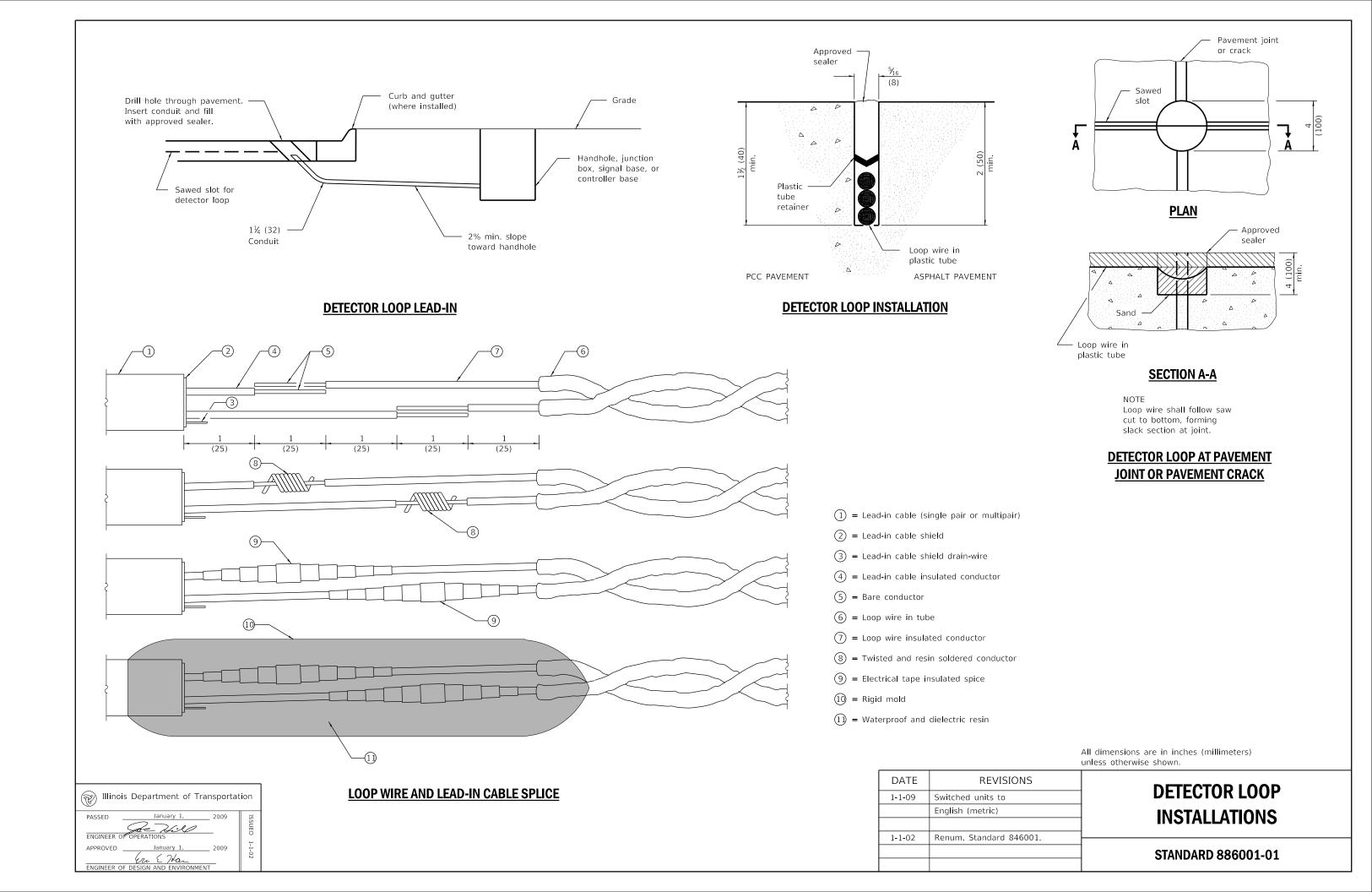












# Cook County Prevailing Wage Rates posted on 1/6/2022

							Ove	rtime						
Trade Title	Rg	Туре	С	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins
ASBESTOS ABT-GEN	All	ALL		45.90	46.90	1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		38.85	41.96	1.5	1.5	2.0	2.0	14.42	12.61	0.00	0.82	
BOILERMAKER	All	BLD		52.61	57.34	2.0	2.0	2.0	2.0	6.97	22.34	0.00	1.40	
BRICK MASON	All	BLD		48.56	53.42	1.5	1.5	2.0	2.0	11.70	21.06	0.00	1.03	
CARPENTER	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.76	0.00	0.79	
CEMENT MASON	All	ALL		47.50	49.50	2.0	1.5	2.0	2.0	16.75	20.74	0.00	1.00	
CERAMIC TILE FINISHER	All	BLD		42.80	42.80	1.5	1.5	2.0	2.0	11.45	14.27	0.00	0.94	
COMMUNICATION ELECTRICIAN	All	BLD		46.26	49.06	1.5	1.5	2.0	2.0	11.60	13.83	1.25	1.55	0.50
ELECTRIC PWR EQMT OP	All	ALL		56.55	62.05	1.5	1.5	2.0	2.0	12.94	19.11	0.00	3.17	
ELECTRIC PWR GRNDMAN	All	ALL		44.11	62.05	1.5	1.5	2.0	2.0	10.10	14.91	0.00	2.48	
ELECTRIC PWR LINEMAN	All	ALL		56.55	62.05	1.5	1.5	2.0	2.0	12.94	19.11	0.00	3.17	
ELECTRICIAN	All	ALL		51.00	54.00	1.5	1.5	2.0	2.0	16.49	17.82	1.25	1.87	1.50
ELEVATOR CONSTRUCTOR	All	BLD		60.42	67.97	2.0	2.0	2.0	2.0	15.87	19.31	4.83	0.64	
FENCE ERECTOR	All	ALL		45.67	47.67	1.5	1.5	2.0	2.0	13.68	16.39	0.00	0.65	
GLAZIER	All	BLD		47.73	49.23	1.5	2.0	2.0	2.0	14.99	23.42	0.00	1.43	
HEAT/FROST INSULATOR	All	BLD		51.80	54.91	1.5	1.5	2.0	2.0	14.42	15.36	0.00	0.82	
IRON WORKER	All	ALL		54.51	56.51	2.0	2.0	2.0	2.0	15.40	25.06	0.00	0.44	
LABORER	All	ALL		45.90	46.65	1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90	
LATHER	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.76	0.00	0.79	
MACHINIST	All	BLD		50.68	53.18	1.5	1.5	2.0	2.0	8.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		37.00	50.10	1.5	1.5	2.0	2.0	11.70	19.10	0.00	0.93	
MARBLE MASON	All	BLD		47.71	52.48	1.5	1.5	2.0	2.0	11.70	20.53	0.00	1.02	
MATERIAL TESTER I	All	ALL		35.90		1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90	
MATERIALS TESTER II	All	ALL		40.90		1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90	
MILLWRIGHT	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.76	0.00	0.79	
OPERATING ENGINEER	All	BLD	1	53.60	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	2	52.30	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	3	49.75	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	4	48.00	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	5	57.35	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	6	54.60	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	

OPERATING ENGINEER	All	BLD	7	56.60	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	1	59.35	59.35	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	FLT	2	57.85	59.35	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	FLT	3	51.50	59.35	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	FLT	4	42.80	59.35	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	FLT	5	60.85	59.35	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	FLT	6	41.00	59.35	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	1	51.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	HWY	2	51.25	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	HWY	3	49.20	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	HWY	4	47.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	HWY	5	46.60	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	HWY	6	54.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	HWY	7	52.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
ORNAMENTAL IRON WORKER	All	ALL		52.13	54.63	2.0	2.0	2.0	2.0	14.23	23.99	0.00	1.25
PAINTER	All	ALL		49.30	55.46	1.5	1.5	1.5	2.0	13.01	14.74	0.00	1.87
PAINTER - SIGNS	All	BLD		40.74	45.75	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00
PILEDRIVER	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.76	0.00	0.79
PIPEFITTER	All	BLD		52.00	55.00	1.5	1.5	2.0	2.0	11.60	21.85	0.00	2.92
PLASTERER	All	BLD		45.50	48.23	1.5	1.5	2.0	2.0	16.75	19.04	0.00	1.25
PLUMBER	All	BLD		52.80	55.95	1.5	1.5	2.0	2.0	16.45	16.75	0.00	1.47
ROOFER	All	BLD		46.70	50.70	1.5	1.5	2.0	2.0	11.58	14.56	0.00	0.96
SHEETMETAL WORKER	All	BLD		47.50	51.30	1.5	1.5	2.0	2.0	12.90	27.64	0.00	0.95
SIGN HANGER	All	BLD		34.07	36.80	1.5	1.5	2.0	2.0	6.45	4.30	0.00	0.00
SPRINKLER FITTER	All	BLD		52.25	55.00	1.5	1.5	2.0	2.0	14.20	18.60	0.00	0.75
STEEL ERECTOR	All	ALL		54.51	56.51	2.0	2.0	2.0	2.0	15.40	25.06	0.00	0.44
STONE MASON	All	BLD		48.56	53.42	1.5	1.5	2.0	2.0	11.70	21.06	0.00	1.03
TERRAZZO FINISHER	All	BLD		44.54	44.54	1.5	1.5	2.0	2.0	11.45	16.64	0.00	0.97
TERRAZZO MASON	All	BLD		48.38	51.88	1.5	1.5	2.0	2.0	11.45	18.10	0.00	1.00
TILE MASON	All	BLD		49.75	53.75	1.5	1.5	2.0	2.0	11.45	17.98	0.00	1.02
TRAFFIC SAFETY WORKER	All	HWY		38.50	40.10	1.5	1.5	2.0	2.0	8.90	8.90	0.00	0.90
TRUCK DRIVER	E	ALL	1	39.25	39.90	1.5	1.5	2.0	2.0	11.40	14.70	0.00	0.15
TRUCK DRIVER	Е	ALL	2	39.50	39.90	1.5	1.5	2.0	2.0	11.40	14.70	0.00	0.15
TRUCK DRIVER	E	ALL	3	39.70	39.90	1.5	1.5	2.0	2.0	11.40	14.70	0.00	0.15
TRUCK DRIVER	Е	ALL	4	39.90	39.90	1.5	1.5	2.0	2.0	11.40	14.70	0.00	0.15
TRUCK DRIVER	W	ALL	1	39.88	40.43	1.5	1.5	2.0	2.0	10.20	13.86	0.00	0.15

TRUCK DRIVER	W	ALL	2	40.03	40.43	1.5	1.5	2.0	2.0	10.20	13.86	0.00	0.15	
TRUCK DRIVER	W	ALL	3	40.23	40.43	1.5	1.5	2.0	2.0	10.20	13.86	0.00	0.15	
TRUCK DRIVER	W	ALL	4	40.43	40.43	1.5	1.5	2.0	2.0	10.20	13.86	0.00	0.15	
TUCKPOINTER	All	BLD		48.25	49.25	1.5	1.5	2.0	2.0	8.79	20.47	0.00	1.01	

## 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

## 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

Effective November 30, 2018, the description of the traffic safety worker trade in this County is as follows: Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary, non-temporary or permanent lane, pavement or roadway markings, and the installation and removal of temporary road signs.

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".

# Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- Instant access to bids, quotes and RFPs
- Automatic notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to quickly view the contractual terms and scope of work
- All the forms and documents you need in one place
- Access to more government bids in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

# **1 REGISTER**

Go to:

https://www.demandstar.com/registration

# Create an Account with DemandStar

You are one step away from picking your free government agency

#### **Email Address**

Your email address here

### **Company Name**

Your company name here

☐ I accept the DemandStar Terms of Use and Privacy Policy

Next

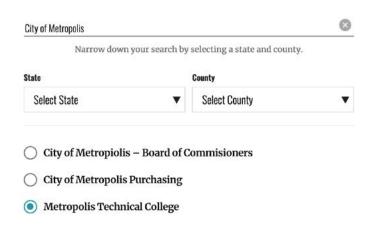


# 2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box



Receive full access to the government agency of your choice and receive advance notifications of new opportunities.



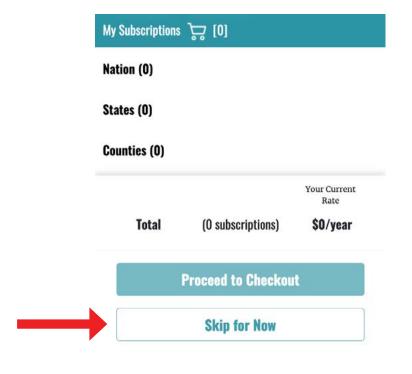
# **3 CHECK OUT**

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

You have chosen Metropolis Technical College as your free agency.

Add additional government agencies below for \$25 per County,

Statewide and National subscriptions available.



SIGN UP

Visit www.demandstar.com





# Introduction

To submit a bid electronically (e-bidding) on DemandStar

 The project MUST be setup for e-bidding by the government agency advertising the opportunity

Bid Identifier	Agency Name	Bid Status	<b>Broadcast Date</b>	Date Due ▼	Name	Actions
RFP-2019-01- 0-2019/df	Town of Malabar	Active	5/15/2019	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	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	5/31/2010	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

1. Click on "E-bidding" in the actions column

Bid Identifier	Agency Name	<b>Bid Status</b>	<b>Broadcast Date</b>	Date Due ▼	Name	Actions
RFP-2019-01- 0-2019/df	Town of Malabar	Active	5/15/2019		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	5/31/2010		E-Bidding, Planholders, Download/Order, Details

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.

# **Contact Information**

\*indicates required fields

Illuicates le	equired fields	
Co	mpany Name *	Sample DBE Company
	Address 1 *	509 Olive Way
	Address 2	
	City *	Seattle
	State *	WA - Washington ▼
	Postal Code *	98101
	Phone *	2063739233
	Fax	2063739233
	Country *	United States of America ▼
	Bid Amount *	0
	Alternate Bid Amount	
	Notes	

 In the agency required documents section – check the documents you intend on uploading and fulfilling. By checking these boxes this is **ONLY** an acknowledgement of how you will fulfill the requirement. You still have to upload the documents.

# **Required Documents**



The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online) and which ones you will submit directly to the agency (offline).

**Agency Required Documents** 

<u>Document</u>	<u>None</u>	Online/ Electronic	Offline/ Manual	<u>Not</u> submitting
-	•	✓	=.*	•
Bid Reply		•		
Checklist		•	$\bigcirc$	
Subcontractor List				
<u>Current Workload, List of Projects and Completion Dates</u>	$\circ$	•	0	$\circ$
Questionnaire				
Drug Free Workplace Form	•			

Upload your response documents in an accepted file format

Make sure that you have covered and uploaded all the required documents

# **E-Bid Response Documents**

Agency Name City of Port St. Lucie, Procurement Management Department

Bid Number EBID-20190077-0-2019/HF

Bid Name Purchase Breaching "Backpack" Kits, Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant

Funded

Bid Due Date 5/31/2019 3:00:00 PM Eastern time
Bid Opening 14 days, 21 hours, 45 minutes, 5 seconds

No response documents uploaded

## **Agency Accepted File Formats**



Adobe Acrobat (\*.PDF)
Microsoft Excel (\*.XLS)
Microsoft Excel (\*.XLSX)
Microsoft PowerPoint (\*.PPT)
Microsoft Word (\*.DOC)
Microsoft Word (\*.DOCX)

# **Upload Electronic Documents**

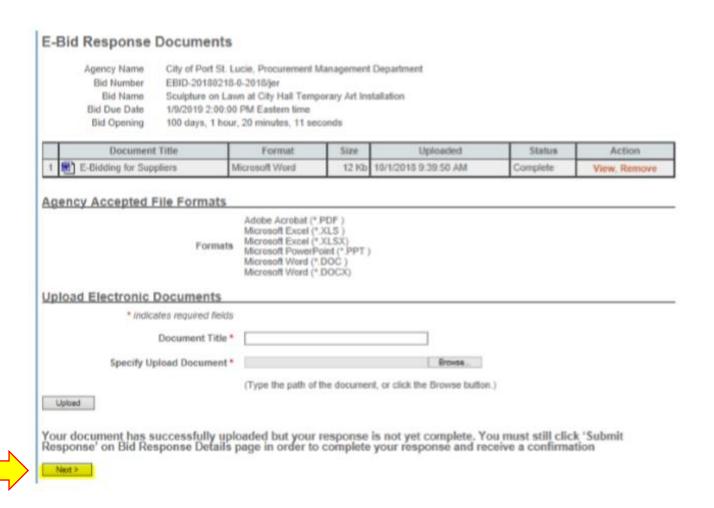
Document Title \*

Specify Upload Document \* Choose File No file chosen

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

Upload

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



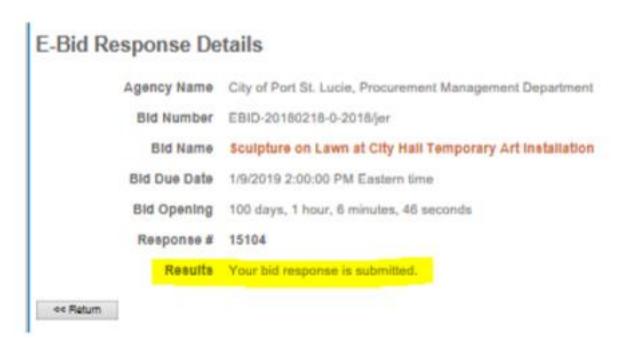
# Completing your e-bid submittal

- Please VERIFY that you have attached ALL the required documents
- Click on the Submit Response button to complete your e-bid

EDIT **Agency Required Documents** 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) 🗸 Questionnaire (Electronic/Online) 6. Drug Free Workplace Form (Electronic/Online) ✓ Current Certificate of Insurance (Electronic/Online) 8. License/Certification to do Described Work (Electronic/Online) 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) 🗸 EDIT **Uploaded Documents** 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. Submit Response

# Confirmation of Response

- When you complete you will receive a confirmation
- This is a confirmation that what you uploaded will be visible to the agency when the bid closes, this is not a confirmation that all your documents were fill out or submitted correctly



# 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

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



EDIT



**Agency Required Documents** 

EDIT



# **DemandStar E-Bidding: Frequently Asked Questions**

- Do suppliers need to be registered with DemandStar to participate in e-bidding?
   Yes. But if they don't already have an account with DemandStar, they can sign up and either
  - Be a subscriber for only your agency, at no charge, and be able to download documents at no charge and then receive notifications that match their commodity codes
  - Be a "basic supplier" for free who researches on our platform and then pays \$5 to download all documents, thus becoming a plan holder
  - Be a paid subscriber for a county, state, national and receive notifications from all included agencies
- Can suppliers respond with document uploads or do they simply fill in forms?
   Yes, they may respond with document uploads that are available to you via the DemandStar platform.
- What type of E-Bidding Documents can be uploaded?

  Acceptable file formats for sending back documents that the city will accept:

## E-Bidding Documents

Document Types Bidding Documents - Exhibits

Pricing Bid Bond

File Formats Adobe Acrobat (\*.PDF)

Microsoft Excel (\*.XLS )
Microsoft Excel (\*.XLS X)
Microsoft PowerPoint (\*.PPTX)
Microsoft PowerPoint (\*.PPT )
ZIP Compressed Archive (\*.ZIP )

- Is there a maximum file size that I can upload?
   Vendors can simply upload a single file or multiple documents as long as it doesn't exceed 100 MBs (single or multiple files)
- After a bid opening, what document(s) are made public by DemandStar?
   None. Only the agency can see the vendor responses so you are the only ones who will determine what you want to download and make public.
- Who do I call if I have questions or problems with the DemandStar?
   The City strongly encourages each respondent to setup their account and to explore the eBidding module at least a couple of days before the bid due date.

If you have questions or issues creating your account, accessing the eBidding module or submitting your bid prior to the bid due date, please contact DemandStar at 866.273.1863 or by email at hello@demandstar.com.