

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

BID NUMBER: 22-55

For

Butler and Twiggs Park Electrical Improvements
August 11, 2022



BID DUE DATE: 2:00 P.M., Tuesday, September 13, 2022

VIRTUAL BID OPENING: 2:15 P.M., Tuesday, September 13, 2022
Google Meet ID:
meet.google.com/erk-vjyw-pza
Phone Numbers:
(US) [+1 617-675-4444](tel:+16176754444)
PIN: 491 020 418 0044#

BID BOND: 5% of Contract Amount

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

CONTRACT PERIOD: Substantial Completion: January 31, 2023
Final Completion: February 28, 2023

ELECTRONIC BID SUBMITTAL:

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

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**CITY OF EVANSTON
NOTICE TO BIDDERS**

Bids will be received by the City's Purchasing Office until 2:00 P.M. local time Tuesday, September 13, 2022 and will be publically read virtually via Google Meets at 2:15 P.M. Interested parties can use the following link: meet.google.com/erk-vjyw-pza or join by phone 617-675-4444 PIN: 491 020 418 0044# to access the virtual bid opening. The City of Evanston no longer accepts 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:

Butler and Twiggs Park Electrical Improvements
Bid Number: 22-55

Work on this project includes electrical upgrades to the Butler Park gazebo and the Twiggs Park security lighting system and gazebo.

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

This project is being funded by the City of Evanston's Community Development Block Grant Program, a Federal entitlement grant authorized under Title I of the Housing and Community Development Act of 1974 and is therefore, subject to compliance with federal regulations issued pursuant to said Act. Furthermore, all interested bidders are notified that successful contractors and subcontractors must comply with Federal Labor Standards issued under Section 570.603 of the Code of Federal Regulations, which include (1) the Davis-Bacon Minimum Wage Act, as amended, (40 U.S.C. 276a-276a-5) and the Contractor's Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), (2) the equal opportunity provisions of Executive Order 11246 as amended, and (3) all other federal laws and regulations issued pertaining to labor standards and as stated in the project specifications. All specified contractors and subcontractors must obtain a Unique Entity Identifier (UEID) number in order to be compliant with federal reporting and must not be listed on the Excluded Parties List System in the System for Award Management (SAM) for debarment or suspension from doing business with the United States government.

Further this project is subject to the regulations stipulated by Section 3 of the Housing and Urban Development Act 1968, as amended by Section 915 of the Housing and Community Act of 1992. This calls for affirmative action by the Contractor to train and/or hire lower income residents of the project area and to Subcontract with local small businesses.

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 City of Evanston reserves the right to reject any or all submittals or to accept the submittal(s) deemed most advantageous to the City.

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

Linda Thomas
Purchasing Specialist

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

1. ON-LINE NOTIFICATION OF SOLICITATIONS

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

2. SUBMISSION OF BIDS

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

3. PREPARATION OF BIDS

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

4. SIGNING OF BIDS

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

- C. Bids which are signed by an individual doing business under a fictitious name should be signed in the name of the individual "doing business as. _____."
- D. The name of each person signing the bid shall be typed or printed below his or her signature.

5. CONSIDERATION OF BIDS

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

6. WITHDRAWAL OF BIDS

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

7. ERRORS IN BIDS

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

8. ADDENDA

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

9. RESERVED RIGHTS

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

10. AWARD

It is the intent of the City to award a contract to the lowest responsible Bidder meeting specifications. The City reserves the right to determine the lowest

responsible Bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interest of the City. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the Bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

11. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

12. INCONSISTENCIES AND OMISSIONS

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

13. CONDITIONS

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

14. VERIFICATIONS OF DATA

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

15. SPECIFICATIONS

Reference to brand names and numbers is meant to be descriptive, not restrictive,

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

16. SAMPLES

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

17. REGULATORY COMPLIANCE

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

18. PRICING

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

19. DISCOUNTS

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

20. INSPECTION

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

21. BIDS AND PLAN DEPOSITS

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

22. DISPUTES

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

23. CATALOGS

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

24. TAXES

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

25. PERMITS & FEES

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

26. ROYALTIES & PATENTS

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

27. POWER OF ATTORNEY

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

28. WARRANTY

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

29. INCURRED COSTS

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

30. VARIANCES

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

31. INDEMNIFICATION

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

Contractor of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom.

- F. All provisions of this Section 32 shall survive completion, expiration, or termination of this Agreement.

32. DEFAULT

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

33. GOVERNING LAW

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

34. EQUAL EMPLOYMENT OPPORTUNITY

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

minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Fair Employment Practices Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Commission's Rules and regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency, the City Manager, the Commission and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contract.
7. That it will include verbatim or by reference the provisions of subsections (A) through (G) of this clause in every performance sub-contract as defined in Section 2.10(b) of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such sub-contractor; and that it will also include the provisions of subsections (A), (E), (F), and (G) in every supply sub-contract as defined in Section 2.10(a) of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such sub-contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its sub-contractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any sub-contractor fails or refuses to comply therewith. In addition, no contractor will utilize any sub-contractor declared by the Fair Employment Practices Commission to be non-responsible and therefore ineligible for

contracts or sub-contracts with the State of Illinois or any of its political subdivisions or municipal corporations.

35. M/W/EBE GOAL

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

36. QUESTIONS

All questions related to this bid document should be submitted in writing to Linda Thomas, Purchasing Specialist at lithomas@cityofevanston.org with a copy to Stefanie Levine, Senior Project Manager, at slevine@cityofevanston.org. Only inquiries received a minimum of seven (7) working days prior to the date set for the opening of bids, will be given any consideration.

37. COORDINATION OF EXISTING SITE WITH DRAWINGS

- A. Before submitting a bid, bidders shall carefully examine the drawings and specifications, visit the site, and fully inform themselves as to all conditions and limitations.

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

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

“Contractor agrees that he shall actively solicit bids for the sub-contracting of goods or services from qualified minority businesses. At the request of the City, Contractor shall furnish evidence of his compliance with this requirement of minority solicitation. Contractor further agrees to consider the grant of sub-contracts to said minority bidders on the basis of substantially equal bids in the light most favorable to said minority businesses. Contractor further affirms that in obtaining his performance and bid bonds, he will seek out and use companies who have records of, and/or who will make commitments to, the bonding of minority contractors on a rate basis comparable to their bonding of similar non-minority contractors. The contractor may be required to submit this evidence as part of the bid or subsequent to it.”

41. COMPLIANCE WITH LAWS

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

42. QUALIFICATION OF BIDDERS

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

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

43. COMPETENCY OF BIDDER

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

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

44. PREFERENCE TO CITIZENS

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

GENERAL CONDITIONS

1. BASIS OF AWARD

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

2. BIDS

A. LUMP SUM BID

1. The bidder is to submit a lump sum bid for each bid line on the Bid Form which includes all costs incidental to performing the specified work. It is understood and agreed that the unit quantities given in the supporting pages are approximate only and the bidder shall verify these quantities before bidding as no claim shall be made against the City on account of any excess or deficiency in the same.

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

3. QUANTITIES

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

4. CONTRACT TERM

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

5. NOTICE TO PROCEED/ PURCHASE ORDER/ CONTRACT

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

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

C. When it is necessary to issue a Change Order that increases/decreases the contract amount, a Change Order form will be issued and a modified Purchase Order will be issued reflecting the revised contract amount.

D. When it is necessary to issue a Change Order that only increases/decreases the contract period, only a Change Order form will be issued establishing the revised

contract period.

- E. Upon Award the contractor shall execute the Contractor Services Agreement.

6. PAYMENT

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

7. DECISIONS TO WITHHOLD CERTIFICATION FOR PAYMENT

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

8. CHANGES IN WORK

- A. The City reserves the right to make changes in the plans and specifications by altering, adding to, or deducting from the work, without invalidating the contract. All such changes shall be executed under the conditions of the original contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.
- B. No change shall be made unless a written Change Order and/or modified Purchase Order is issued by the City stating that the City has authorized the change, and no claim for an addition to the contract shall be valid unless so ordered.

- C. If such changes diminish the quantity of work to be done they shall not constitute a claim for damage or anticipated profits on the work, such increase shall be paid in one or more of the following ways:
 - 1. by estimate and acceptance in lump sum
 - 2. by unit prices named in the contract's bid form or subsequently agreed upon

9. DEDUCTION FOR UNCORRECTED WORK

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

10. CITY'S RIGHT TO TERMINATE CONTRACT

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

11. LIENS

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

12. SEPARATE CONTRACTS

- A. The City reserves the right to let other contracts in connection with this work. The contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his or her work with theirs. If any part of the contractor's work depends on proper execution or results upon the work of any other contractor, the contractor shall inspect and promptly report to the City any defects in such work that render it unsuitable for such proper execution and results. His or her failure to so inspect and report shall constitute an acceptance of other contractor's work as fit and proper.
- B. To insure the proper execution of his or her subsequent work, the contractor shall measure work already in place and shall at once report to the City any discrepancy between the executed work and the drawings which will affect his or her work.

13. PROTECTION & SAFEGUARDS

- A. Unless otherwise specified, the contractor, as a part of this contract, shall provide, erect and maintain temporary roads, fences, bracing, lights, warning signs,

barricades, etc. necessary for the protection of the construction materials, adjacent property and the public.

- B. The contractor shall contact all utilities which will be affected by its operations and notify the owners of the utilities of its operations and their limits within forty-eight (48) hours prior to beginning construction. The contractor shall be responsible for damage to utilities and shall, at his or her own expense, restore such property to a condition equal to that which existed before its work, as may be directed by the owners.
- C. The contractor shall protect all work and unused materials of this contract from any and all damage and shall be solely responsible for the condition of such work and materials.

14. MATERIAL STORAGE

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

15. CLEANING UP

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

16. RESTORATION OF SITE

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

17. CONTRACTOR REQUIREMENTS

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

18. SUB-CONTRACTORS

- A. The term "sub-contract" means any agreement, arrangement or understanding, written or otherwise between a Contractor and any person (in which the parties do not stand in the relationship of an employer or an employee) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more Contracts under which any portion of the Contractor's obligation under any one or more Contracts is performed, undertaken or assumed.
- B. The Bidder is specifically advised that any person, firm or party, to whom it is proposed to award a sub-contract under this contract must be acceptable to the City. Approval for the proposed sub-contract Award cannot be given by the City until the proposed Sub-contractor has submitted evidence showing that it has fully

complied with any reporting requirements to which it is, or was, subject.

- C. The contractor, shall, within ten (10) days after award of the Contract, submit to the City in writing, names and addresses and respective amounts of money for proposed contracts with Sub-contractors/major suppliers. The City will review and may direct the Contractor that they shall not employ any that are not acceptable as provided above.
- D. The sub-contractor shall abide by and comply with all local, State and federal laws and regulations relating to contracts involving public funds and the development/construction of public works, buildings, or facilities.

19. PAYMENTS TO SUB-CONTRACTORS

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

20. BOND – PERFORMANCE, MATERIAL, & LABOR

- A. When required by the specifications herein, the successful Bidder or Bidders shall, within ten (10) calendar days after acceptance of the Bidder's bid by the City, furnish a performance bond for 100% of the full amount of the contract from insurance companies having not less than A+ Policyholders Rating from the most recent Alfred M. Best and Co., Inc. listing available. Certification of the insurance company's rating shall be provided prior to contract implementation and quarterly thereafter until contract completion. Should such rating fall below the required A+

level during performance of the contract, it will be the contractor's responsibility to notify the City and provide a new bond from an insurance company whose rating meets the City's requirements.

- B. When required by the specifications herein, all Bidders shall submit with the bid a bid bond. A letter of credit may be furnished in lieu of a bid bond only if the following conditions are met: 1) An irrevocable letter of credit must be obtained from an accredited bank which shall include an agreement that the bank will honor a demand by the City for payment due to Plaintiff failure to complete the project. 2) An irrevocable letter of credit must be in writing and signed by an authorized representative of the bank. 3) The irrevocable letter of credit must expressly state that it is irrevocable until the bid has been awarded. 4) The letter of credit must be for the percentage specified in the bid documents.
- C. The City may reject the use of an irrevocable letter of credit if the financial soundness of the issuing bank is found to be unacceptable.
- D. In the event that the Bidder fails to furnish a performance bond in said period of ten (10) calendar days after acceptance of the Bidder's bid by the City, the City may withdraw its acceptance of the bid and retain the Bidder's deposit as liquidated damages and not as a penalty.
- E. If the contractor has more than one project for which there is a contract with the City of Evanston the contractor shall provide a separate Performance Bond for each project.

21. INDEMNITY

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

- C. At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Project by Contractor must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.
- D. To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision, including but not limited to, Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Worker Compensation Act, the Illinois Pension Code or any other statute.
- E. The Contractor shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its sub-contractors' work. Acceptance of the work by the City will not relieve the Contractor of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom.

22. CONTRACTOR'S LIABILITY INSURANCE

- A. THE CONTRACTOR SHALL NOT COMMENCE WORK UNDER THIS CONTRACT UNTIL THEY HAVE OBTAINED ALL INSURANCE REQUIRED HEREIN AND SUCH INSURANCE HAS BEEN APPROVED BY THE CITY. Nor shall the contractor allow any sub-contractor to commence work until all similar insurance required of the sub-contractor has been so obtained.
- B. The City of Evanston shall be named as an additional insured on the policy of the contractor for whatever the policy limits are for the contractor, but in no event shall the Comprehensive General Liability limits be less than \$3,000,000.00.
- C. If the contractor has more than one project for which he has a contract with the City of Evanston there shall be separate Certificates of Insurance naming the City as an additional insured on each separate policy.
- D. In the event of accidents, injuries, or unusual events, whether or not any injury occurred, the contractor shall promptly furnish the City with copies of all reports of such incidents.
- E. The contractor shall furnish one (1) copy of a certificate, with the City named as an

additional insured, showing the following minimum coverage with insurance company acceptable to the City.

23. PRE-CONSTRUCTION MEETING

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

25. LIQUIDATED DAMAGES

- A. The Contractor shall, and agrees to pay, per calendar day, the amount listed in the Schedule of Deductions presented in Article 108.09 of the Standard Specifications (based upon the total Contract Price) as liquidated damages for failure to meet the completion deadlines identified below:

Substantial Completion Deadline: January 31, 2023
Final Completion Deadline: February 28, 2023

- B. Substantial Completion shall be defined as the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the work for its intended use. Substantial Completion will be certified by the issuance of a Certificate of Substantial Completion, to be issued by the City’s representative, when the Contractor has satisfied the above statement.
- C. Final Completion shall be defined as the stage in the progress of the work when all work on site is fully complete, including punch list work, with the exception of restoration grass establishment.

26. EXTENSION OF TIME

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

27. DEFAULT

- A. The City may, subject to the provisions of this section, by written notice of default to Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
 - 1. if the Contractor fails to perform the services within the time specified herein, or any extension thereof; or
 - 2. if the contractor fails to perform any of the other provisions of this contract, or

so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure failure within a period of 10 days (or such other extended period as the City may authorize in writing) after receipt of notice from the City specifying such failure

- B. In the event the City terminates this contract in whole or in part as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar to those so terminated, and the Contractor will be liable to the City for any excess costs for such similar services.
- C. The Contractor will not be liable for any excess of costs if acceptable evidence has been submitted to the City that the failure to perform the contract was due to causes beyond the control and without fault or negligence of the Contractor.
- D. Contractors who default may not be considered for awards of future City contracts.

28. USE OF PREMISES

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

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

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

To ensure full and fair consideration of all bids, the City of Evanston requires all Bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the Bidder and the City of Evanston, its officials, and/or employees. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in its bid, identifying the name of the City of Evanston official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Bidder from consideration. Information provided by Bidders in this regard will allow the City of Evanston to take appropriate measures to ensure the fairness of the bidding process.

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

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

INSURANCE REQUIREMENTS

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

**Insurance Certificate Must State:
The City Of Evanston is Named
as Additional Insured**

Thirty day notice of cancellation required on all certificates.

EXHIBIT A – BID FORM
For
Butler and Twiggs Park Electrical Improvements
(BID #22-55)

1.01 BID TO:

THE CITY OF EVANSTON
2100 Ridge Avenue
Evanston, Illinois 60201

Hereinafter called "OWNER".

1.02 BID FROM:

(Hereinafter call "BIDDER")

Address

Telephone Number

Fax Number

1.03 BID FOR: **BUTLER AND TWIGGS PARK ELECTRICAL IMPROVEMENTS**

1.04 ACKNOWLEDGEMENT:

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

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

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

1.05 GENERAL STATEMENTS

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

1.06 ALTERNATES

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

1.07 ALLOWANCE

- A. The allowance is intended to address items not able to be precisely determined prior to bidding including unforeseen conditions that are discovered during the course of construction. At the end of the project, unspent allowance shall be credited to owner via change order. See Section 01 21 00 – Allowances for additional information.

1.08 AGREEMENT

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

1.09 SCHEDULE

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

1.10 PROPOSED PRICES

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

BASE BID AMOUNT:	\$ _____
ALLOWANCE (ADDITIONAL WORK – GENERAL):	\$ _____ +10,000
TOTAL BASE BID AMOUNT:	\$ _____

1.11 BID SECURITY

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

- A. The City of Evanston Civic Center is unable to receive in person drop-off and it is closed to the public. The original bid bond must be mailed within ten (10) days after the due date, to the City of Evanston Purchasing Department, 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.
- B. Accompanying this electronic submittal is a scanned copy of a bank draft, bid bond, Cashier's check or Certified check as surety in the amount of not less than five percent (5%) of the Total Bid payable to the City of Evanston.

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

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

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

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

1.12 PERFORMANCE/PAYMENT BOND

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

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

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

1.13 LIQUIDATED DAMAGES

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

1.14 MATERIAL SUBSTITUTION SHEET

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

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

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

1.15 PROPOSAL SIGNATURE (REQUIRED)

A. SOLE PROPRIETOR

Signature of Bidder: _____

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

Notary Public

Commission Expires: _____

B. PARTNERSHIP

Signature of All Partners: _____

Name (typed or printed)

Name (typed or printed)

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

Commission Expires: _____

Notary Public

C. CORPORATION

Signature of Authorized Official: _____

Title: _____

Name above (typed or printed): _____

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

(Corporate Seal)

Attest: _____
Secretary

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

Commission Expires: _____

Notary Public

1.16 DISCLOSURE

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

Bidder: _____

Business Address: _____

Telephone Number: _____

1.17 CONTACTS

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

Bidder: _____

Address: _____

Telephone Number: _____

Fax Number: _____

1.18 REFERENCES

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

1. Name: _____

Address: _____

Contact Person: _____

Phone: _____

Contract Value: _____

Contract Dates: _____

2. Name: _____

Address: _____

Contact Person: _____

Phone: _____

Contract Value: _____

Contract Dates: _____

3. Name: _____

Address: _____

Contact Person: _____

Phone: _____

Contract Value: _____

Contract Dates: _____

EXHIBIT B

City of Evanston M/W/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 sub-contractors and that they email or contact individual firms that would be appropriate to partner in response to the project. For samples of possible advertisements, see the City of Evanston's Business Diversity Section <http://www.cityofevanston.org/business/business-diversity/> ([Sample Advertisement](#)). If you request a paper copy of the additional documents, it will be available free of charge from the Purchasing Office, 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 C

M/W/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that

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

This firm is a (check only one):

_____ Minority Business Enterprise (MBE), a firm that is at least 51% managed and controlled by a minority, certified by a certifying agency within Illinois.

_____ Women's Business Enterprise (WBE), a firm that is at least 51% managed and controlled by a woman, certified by a certifying agency within Illinois.

_____ Evanston Based Enterprise (EBE), a firm located in Evanston for a minimum of one year and which performs a "commercially useful function".

Total proposed price of response \$ _____

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

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

Information on the M/W/EBE Utilized:

Name _____

Address _____

Phone Number _____

Signature of firm attesting to participation _____

Title and Date _____

Type of work to be performed _____

Please attach:

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

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

2. Attach business license if applying as an EBE

EXHIBIT C

M/W/EBE UTILIZATION SUMMARY REPORT

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

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

EXHIBIT E

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

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

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

EXHIBIT F

NOT USED

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)

IRS EMPLOYER I.D. NUMBER 36-_____

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

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

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

Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT H

DISCLOSURE OF OWNERSHIP INTERESTS

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

APPLICANT NAME: _____

APPLICANT ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

APPLICANT is (**Check One**)

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

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

SECTION I - CORPORATION

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

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

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

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

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

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

SECTION 3 - TRUSTS

3a. Trust number and institution.

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

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

SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

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

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

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

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

Date

Signature of Person Preparing Statement

Title

ATTEST: _____
Notary Public

(Notary Seal)

Commission Expires: _____

EXHIBIT I

ADDITIONAL INFORMATION SHEET

Bid/Proposal Name: _____

Bid/Proposal Number #: _____

Company Name: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Telephone/FAX: # _____

E-mail: _____

Comments: _____

EXHIBIT J

NOT USED

EXHIBIT L

CONFLICT OF INTEREST

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

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

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

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

Notary Public

(Notary Seal)

Commission Expires: _____

EXHIBIT M

SIGNATURE FORM

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

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

Authorized Signature: _____

Company Name: _____

Typed/Printed Name: _____

Date: _____

Title: _____

Telephone Number: _____

E-mail _____

Fax Number: _____

Exhibit N



CONTRACTOR SERVICES AGREEMENT

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

Butler and Twiggs Park Electrical Improvements

(BID #22-55)

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

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RECITALS

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

Electrical improvements to Butler Park's gazebo and Twiggs Park's security lighting system and gazebo.

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

- a) City of Evanston Bid 22-55, attached as Exhibit A.
- b) Contractor's response to Bid 22-55, attached as Exhibit B.
- c) Any sub-contractor sub-contracts related to this Agreement, attached as Exhibit C.
- d) Project Fee Schedule and hourly rates, attached as Exhibit D *(if appropriate)*.

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

1 Services and Duties of the Contractor

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

1.2 The Contractor warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Contractor's work and all indemnity and insurance requirements. Contractor further affirms that it has visited the Project site and has become familiar with all special conditions, if any, at the Project site. Contractor shall perform the Work and its obligations under this Agreement in accordance with and subject to the Contract Documents to the full extent that each such provision is applicable to the Work. Contractor shall take necessary precautions to properly protect the Work of others, if any, from damage caused by operations under this Agreement. In addition, Contractor shall protect the work during normal and adverse weather conditions until the Project is complete and accepted by the City, or until the

EXHIBIT N

Contractor has fully completed its work under this Agreement. Contractor's obligations include, but are not limited to, placing and adequately maintaining at or about all locations of Project work, sufficient guards, barricades, lights, and enclosures to protect the Work.

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

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

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

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

1.7 The Contractor shall obtain prior approval from the City prior to sub-contracting with any entity or person to perform any of the work required under this Agreement. The Contractor may, upon request of the City, submit to the City a draft sub-contractor agreement for City review and approval prior to the execution of such an agreement. Any previously entered into sub-contractor agreement(s) are attached as Exhibit C. If the Contractor sub-contracts any of the services to be performed under this Agreement, the sub-contractor agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise

disposed of to another entity or person without the City's prior written consent. The Contractor shall be responsible for the accuracy and quality of any sub-contractor's work.

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

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

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

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

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

1.12 The Contractor shall provide drawings of record, in the following 3 electronic formats for all locations where equipment has been installed and/or work has been performed. The electronic formats required by this Section 1.12 are AutoCad Version 2022, 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 in accordance with Davis Bacon Act 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;

EXHIBIT N

- 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 Davis Bacon Act.

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 Initials: _____

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

4 Bonds

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

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

scope of the surety('s) duty(ies) shall be of no force and effect.

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

5.1 The parties agree that failure of Contractor to timely complete the Work required by this Agreement constitutes a default. The parties agree that this default will result in damage and injury to City. The parties further agree, however, that actual damages incurred by City as result of such default is difficult if not impossible to ascertain with any degree of certainty or accuracy. Accordingly, the parties have negotiated and have agreed that for each calendar day after written notice is delivered to Contractor and Contractor fails to cure such default, that Contractor will pay City, as and for liquidated damages, and not as a penalty, a sum in the amount as specified in Section 108.09 of the IDOT Standard Specifications per calendar 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 contract's deadlines. The City, at its option, may withhold liquidated damages from progress payments payable to Contractor before project completion.

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 22-55, Exhibit A.

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 22-55 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
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 2022, ArcView, PDF, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically

EXHIBIT N

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

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

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

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

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

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

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

11 Indemnification

11.1 The Contractor shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not

limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Contractor or Contractor's sub-contractors, employees, agents or sub-contractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

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

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

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

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

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

12 Drawings and Documents

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

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

13 Successors and Assigns

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

14 Force Majeure

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

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

- o) Vandalism.

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

15 Amendments and Modifications

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

16 Standard of Care & Warranty

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

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

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

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

16.5 Contractor guarantees and warrants to the City that:

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

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

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

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

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

17 Savings Clause

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

18 Non-Waiver of Rights

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

19 Entire Agreement

19.1 This Agreement sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises,

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

20 Governing Law

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

21 Ownership of Contract Documents

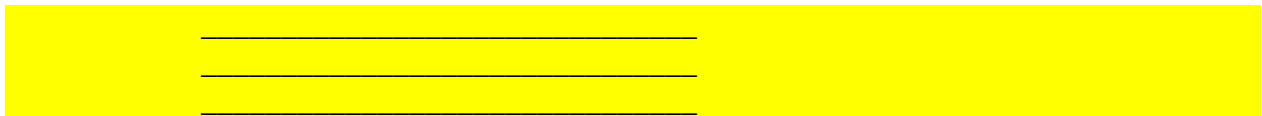
21.1 Contractor is specifically prohibited from using in any form or medium, the name or logo of the City for public advertisement, unless expressly granted written permission by the City. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection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

22 Notice

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

City of Evanston Project Manager, Bid 22-55
2100 Ridge Avenue
Evanston, Illinois 60201

if to the Contractor:

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

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

23 Severability

23.1 Except as otherwise provided herein, the invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the other provisions, and this

Agreement shall continue in all respects as if such invalid or unenforceable provision had not been contained herein.

24 Execution of Agreement

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

25 Counterparts

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

26 Authorizations

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

27 Time of Essence

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

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

CONTRACTOR

By: _____

Name: _____

Its: _____

Date: _____

CITY OF EVANSTON

By: _____

Luke Stowe

Its: Interim City Manager

Date: _____

Approved as to form:

By: _____

Derke Price

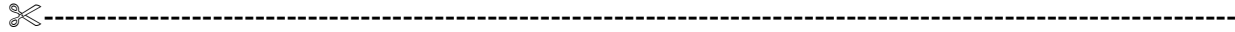
Its: Corporation Counsel

Revision: April 2021

EXHIBIT O

BID BOND SUBMITTAL LABEL

CUT AND ATTACH LABEL ON OUTSIDE OF SEALED BID BOND SUBMITTAL



BID SUBMITTAL NUMBER: _____

BID SUBMITTAL NAME: _____

BID SUBMITTAL DUE DATE/TIME: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY TELEPHONE #: _____



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

The original bid bond (in the amount of 5% of the original bid amount) must be mailed within ten (10) days after the bid due date, to the City of Evanston Purchasing Department, 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 Q
CONTRACTOR'S STATEMENT OF COMPLIANCE
WITH SECTION 3 STANDARDS

I, _____ do hereby acknowledge that I have received a copy of the Section 3 Plan and attest that my attached work proposal for work at _____ has been made in accordance with this Plan. I also understand that all subcontractors who are part of my proposal are required to meet the same standard, that they have been so informed by me and have made necessary adjustments to reflect compliance with the Section 3 Plan.

I understand that the project under contract is being assisted with federal funds, and should I be awarded the contract, I understand that the Section 3 Plan is applicable and shall be enforced by the City of Evanston, the enforcement agency for the Community Development Block Grant program. I understand that my failure to abide by these standards may jeopardize funding for the project and result in cancellation of any contract which was made with my firm.

As officers and representatives of _____
Name of Contractor/Sub-contractor

I, the undersigned, have read and fully agree to this Section 3 Compliance Plan, and become a party to the full implementation of this program.

_____	FEIN # _____
Name and Address of Firm (Type or Print)	UEID# _____

BY: _____
Signature Date

**SECTION 01 00 00
PROJECT REQUIREMENTS**

PART 1 – GENERAL

- 1.01 GENERAL NOTE
- A. The following requirements are a component part of all contract divisions and form a part of each specification section in so far as they may be in any way applicable thereto.

- 1.02 RELATED WORK
- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this section.

- 1.03 SCHEDULE OF DRAWINGS
- A. The following drawings form a component part of all contract documents for this project.

Title of the Drawings:

<u>Sheet No.</u>	<u>Drawing Title</u>
G-00	Cover Sheet
E-00	General Notes and Symbols
E-01	Site Plan – Butler Park
E-02	Partial Site Plan – Twiggs Park
E-03	Partial Site Plan – Twiggs Park

- 1.04 PROJECT SUMMARY
- A. Work on this project includes, but is not limited to electrical improvements at two parks in Evanston, Illinois. The primary components of the work are the addition of GFCI outlets and LED lighting at the Butler Park and Twiggs Park gazebos, and upgraded LED pole mounted light fixtures at Twiggs Park.

- 1.05 SPECIAL PROCEDURES AND REQUIREMENTS
- A. Fire Protection
1. Regulations: The Contractor shall comply with all federal, state and local fire regulations.
 2. Fires: The Contractor shall prohibit the lighting of fires about the premises and use due diligence to see that such prohibition is enforced. Debris and waste materials shall not be burned at the construction site but shall be promptly removed to prevent the accumulation of combustibles on the site.
 3. Smoking: Smoking shall be restricted to designated exterior locations. The Contractor shall furnish and post “NO SMOKING” signs at appropriate locations throughout the site where operations are conducted.
 4. Flammables: Gasoline and other fuels shall be kept and handled from National Board of Fire underwriter’s approved safety cans and shall be stored away from hazardous work areas.
- B. Limit of Contractor’s Operations
1. Work Areas: Work areas shall be confined to the limits of the construction site. The allotment of work areas within the site to Subcontractors shall be made by the Contractor. The general scheme of operations, work area assignments and use of the job site shall be subject to the Owner’s approval.
 2. Site Access: Uncontrolled or unrestricted site access will not be permitted for materials, debris or equipment. All access routes and methods shall be controlled by the Contractor so as to minimize the disruption of the Owner’s operations and shall be subject to approval by the Owner. Walks, roads and other existing site features used in moving materials shall be properly protected to prevent damage thereto.
- C. Hoists, Scaffolds and Ladders
1. Hoists: The Contractor shall furnish, erect, operate and maintain suitable hoisting equipment as may be necessary for constructing the work. Material

hoists shall be constructed and maintained in accordance with all applicable federal, state and local laws, regulations and ordinances. Location of hoists shall be subject to approval by the Owner’s representative.

2. Scaffolds and Ladders: The Contractor shall furnish, erect, maintain and move all scaffold and ladders required for his work. Scaffolds shall be constructed and maintained in accordance with all applicable federal, state and local laws, regulations and ordinances. Scaffolds and ladders shall be promptly removed after their purpose has been served.

D. Documentation of Existing Conditions

1. Before starting any work, the Contractor shall examine the site to be worked on and the grounds in the staging area and areas adjacent to the site that will be worked on for any existing damage. The Contractor should notify the City’s representative of any damage found immediately. The City will photograph and note any existing damage that has been brought to his attention by the Contractor. After the Work has been completed the City will inspect the area used by the Contractor. If any damage is found that was not reported previously, this damage would be considered to have been done by the Contractor. The cost to repair said damage shall be solely borne by the Contractor.

1.06 TEMPORARY CONSTRUCTION FACILITIES

- A. The following temporary utilities and facilities on the construction site shall be provided by the party indicated below:

<u>ITEM</u>	<u>PROVIDER</u>
Telephone	General Contractor
Electricity	Owner
Water	General Contractor
Toilets	General Contractor
Parking spaces for Contractor vehicles	Within job site only, no street parking
Parking spaces for workmen	Within job site only, no street parking
Storage areas & facilities	Limited unsecured space within job site
Temporary heat	General Contractor
Job-site trailers & offices	General Contractor

**PART 2 – PRODUCTS
(NOT APPLICABLE)**

**PART 3 – EXECUTION
(NOT APPLICABLE)**

END OF SECTION 01 00 00

**SECTION 01 01 00
SUMMARY OF WORK**

PART 1 – GENERAL

- 1.01 **WORK COVERED BY CONTRACT DOCUMENTS**
- A. The Project Manual and accompanying drawings are intended to cover the work necessary to construct the various headings of work as described in detail herein.
 - B. The work to be performed under this contract shall consist of the furnishing of all materials, equipment, supplies, labor and transportation, and performing all work as required to strictly conform to the provisions of the specifications, schedules and drawings, all of which are made a part herein, together with such detail drawings as may be furnished by the Owner from time to time during the prosecution of the work in amplification of said drawings and specifications.
- 1.02 **RELATED WORK**
- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this section.
- 1.03 **CONTRACT ORGANIZATION**
- A. This Construction Project is organized under a single contract between the Owner and the Contractor. The Contractor is responsible for all plans and specification sections as presented in this project manual.
- 1.04 **WORK SEQUENCE**
- A. All work and sequence of operations shall be as scheduled in conjunction with all subcontractors, and the Owner in such a manner as not to hinder or delay any other contractors in the progress of their work, and to an end that will expedite the work to completion at the earliest possible date.
 - B. Both Contractor and Subcontractor shall cooperate to execute their work as scheduled to minimize the delays to each other and to cause the least inconvenience to the Owner and the public.
- 1.05 **CONTRACTORS' USE OF PREMISES**
- A. The Contract shall limit his use of the premises for work and for storage to allow for:
 - 1. Work by other contractors
 - 2. Owner occupancy
 - 3. Public use
 - B. Coordinate the use of the premises under direction of the Owner. Stage work so as to avoid disruption to Owner's operation.
 - C. Assume full responsibility for the protection and safekeeping of products under this Contract, which are stored at the project site or on the Contractor's property.
 - D. Move any stored products, under Contractor's control, which interfere with operation of the Owner or separate contractor.
 - E. Obtain and pay for the use of additional storage or work areas needed for operations.
- 1.06 **OWNER OCCUPANCY**
- A. The Owner, the Metropolitan Water Reclamation District of Greater Chicago, the Northwest Water Commission and the general public will occupy both Butler and Twigg's Park during the entire construction period and will maintain 24 hour access to all areas of the property at all times.
 - B. Contractor shall not utilize or prevent access to existing utility easement areas during the entire construction period.
- 1.07 **LINES, LEVELS AND LAYOUT OF WORK**
- A. The Contractor shall establish and guarantee all lines, levels, etc. called for on the drawings, including the lines, levels, etc. of all Subcontractors.

1.08 WORK HOURS

- A. Work hours are 7:00 am to 7:00 pm, Monday through Friday and 8:00 am to 5:00 pm on Saturday. No work is allowed on Sundays. Access to the site will not be allowed outside of normal work hours.

1.09 CONTRACTOR'S DUTIES

- A. Except as specifically noted, provide and pay for:
 - 1. Labor, materials and equipment.
 - 2. Tools, construction equipment and machinery
 - 3. Water, heat, and utilities required for construction or the Contractor's operations.
 - 4. Other facilities and services necessary for proper execution and completion of work, including traffic control and temporary work.
- B. Promptly submit written notice to the Architect of any observed variance of the Contract Documents from legal requirements. It is not the Contractor's responsibility to make certain that the Drawings and Specifications comply with codes and regulations.
 - 1. Appropriate modifications to the Contract Documents will adjust the necessary changes.
 - 2. The Contractor shall assume responsibility for work known to be contrary to such requirements, and performed without such notice.
- C. Enforce strict discipline and good order among employees. Do not employ on work:
 - 1. Unfit persons
 - 2. Persons not skilled in assigned task
- D. Existing Conditions
 - 1. The Contractor shall be responsible for obtaining and verifying all dimensions. Any dimension give in the Drawings referring to existing construction were taken from the original construction documents and are provided for information only.
 - 2. Where conditions are uncovered that are not anticipated by the Drawings and Specifications, the Contractor shall notify the Engineer and Owner's Representative immediately, before any modification or other work is initiated.
- E. The Contractor shall be solely responsible for the maintenance and operation of the security lighting system at both Butler Park and Twiggs Park throughout the entire construction period. During this period, daily/nightly operation of the security lighting system at both parks shall be uninterrupted. Failure of the Contractor to maintain continuous operation of these lighting systems shall be subject to a \$1,000 fine per calendar day per violation.

**PART 2 – PRODUCTS
(NOT APPLICABLE)**

**PART 3 – EXECUTION
(NOT APPLICABLE)**

END OF SECTION 01 01 00

**SECTION 01 02 70
APPLICATIONS FOR PAYMENT**

PART 1 – GENERAL

- 1.01 SUMMARY
- A. Contractor shall comply with procedures described in this Section when applying for progress payments and final payment under the Contract.
- 1.02 RELATED WORK
- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.
- B. Payments upon Substantial Completion and Completion of the Work are described in Section 01 70 00 – PROJECT CLOSEOUT.
- C. The Owner's approval of applications for progress payment and final payment may be contingent upon the Owner's approval of status of Project Record Documents as described in Section 01 72 00 – PROJECT RECORD DOCUMENTS of these Specifications.
- 1.03 QUALITY ASSURANCE
- A. Prior to start of construction, secure the Owner's approval of the schedule of values required to be submitted as specified below.
- B. During progress of the Work, modify the schedule of values as approved by the Owner to reflect changes in the Contract Sum due to Change Orders or other modifications of the Contract.
- C. All requests for payment shall be based on the approved Schedule of Values for the project.
- D. All modifications to the contract shall be based on the approved Schedule of Values for the project.
- 1.04 SCHEDULE OF VALUES
- A. Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
- a. Contractor's construction schedule.
- b. Application for Payment forms.
- c. List of subcontractors.
- d. Schedule of alternates.
- e. List of products.
- f. List of principal suppliers and fabricators.
- g. Schedule of submittals.
2. Submit the Schedule of Values to the Owner at the earliest feasible date, but in no case later than seven (7) days before the date scheduled for submittal of the initial Application for Payment.
- B. If applicable, the format and content of the Schedule of Values shall match the project's unit pricing. The Contractor is strongly encouraged to utilize spreadsheet software for preparation of all pay applications.
1. Include the following Project identification on the Schedule of Values:
- a. Project name and location.
- b. Purchase order number.
- c. Contractor's name and address.
- d. Date of submittal.
2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
- a. Itemized description.
- b. Related Specification Section
- c. Name of subcontractor.
- d. Name of manufacturer or fabricator.

- e. Name of supplier.
 - f. Change Orders (numbers) that have affected value.
 - g. Dollar value.
 - h. Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent.
3. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 4. Show line items for indirect costs and margins on actual costs, only to the extent that such items will be listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.
 5. Update and resubmit the Schedule of Values when Change Orders result in a change in the Contract Sum.

1.05 PROCEDURES

A. Informal submittal

1. Make informal submittal of request for payment by filling in, with erasable pencil, pertinent portions of AIA Document G702, "Application and Certification for Payment," plus continuation sheet or sheets of AIA Document G703.
2. Make this preliminary submittal to the Architect and Owner in accordance with the Owner's payment schedule.
3. Revise the informal submittal of the request for payment as directed by the Owner, initialing all copies.

B. Formal submittal

1. Make formal submittal of request for payment by filling in the agreed data, by typewriter or neat lettering in ink, on AIA Document G702, "Application and Certification for Payment," plus continuation sheet(s) of AIA Document G703.
2. Sign and notarize the Application and Certificate for Payment.
3. Reference Purchase Order number on Application for Payment
4. Secure and file with submittal progress waivers for all materials incorporated into and labor and equipment employed on the work before payment requests are processed.
 - a. Initial payment will be processed without progress waivers. Subsequent requests will require progress waivers for previous payment.
5. Submit the original of the Application and Certificate for Payment and the continuation sheet or sheets to the Architect and Owner for approval.
6. The Architect and Owner will compare the formal submittal with the approved informal submittal and, when approved, will sign the Application and Certificate for Payment, will make and distribute required copies. The Owner will disburse directly to the Contractor the amount certified less 10% retainage.
7. Approved formal submittals must be received by the Owner in accordance with the Owner's payment schedule.
8. Certified payroll records must be submitted along with the formal submittal as described in the General Conditions.

**PART 2 – PRODUCTS
(NOT APPLICABLE)**

**PART 3 – EXECUTION
(NOT APPLICABLE)**

END OF SECTION 01 02 70

SECTION 01 02 80

CHANGE ORDER PROCEDURE

PART 1 GENERAL

1.1 SUMMARY

- A. Make such changes in the Work, in the Contract Sum, in the Contract Time of Completion, or any combination thereof, as are described in written Change Orders and/or modified Purchase Orders issued by the Owner after execution of the Contract, in accordance with the provisions of this Section.

1.2 RELATED WORK

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.
- B. Changes in the Work are described further in the General Conditions.
- C. Bulletins
 1. From time to time during progress of the Work, the Owner may issue a bulletin, which interprets the Contract Documents or order minor changes in the Work without change in Contract Sum or Contract Time.
 2. Should the Contractor consider that a change in Contract Sum or Contract Time is required, he shall submit an itemized Proposal to the Owner immediately and before proceeding with the Work. If the proposal is found to be satisfactory and in proper order, the Owner will issue a Change Order and/or a modified Purchase Order.
 3. Issuance of a bulletin is not to be considered a Change Order and is not authorization to proceed with the changes described therein.

1.3 QUALITY ASSURANCE

- A. Include within the Contractor's quality assurance program such measures as are needed to assure familiarity of the Contractor's staff and employees with these procedures for processing Change Order data.
- B. During progress of the Work, modify the Schedule of Values as approved by the Owner to reflect changes in the Contract Sum due to Change Orders.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Maintain a "Register of Bulletins, supplemental instructions, Proposals and Change Orders" at the job site, accurately reflecting current status of all pertinent data.
- B. Make the Register available to the Owner for review at their request.

1.5 PROCESSING BULLETINS AND PROPOSALS

- A. Make written reply to the Owner in response to each Bulletin.
 1. The contractor shall break down and describe all work and costs by subcontractors and general contractor in terms of trade, raw costs, markup, subtotal and total.
 2. The contractor shall include full backup data such as subcontractor's letter of proposal or similar information.
 3. The contractor shall be limited to the following markup percentages

- a. Subcontractor's markup on own work: 10%
 - b. General contractor's overhead on subcontractor's work: 5%
 - c. General contractors markup on own work: 10%
 4. The contractor shall identify any extension of time required to perform the work associated with the proposal. No extension of time will be granted for proposal items after change orders are accepted.
 5. The contractor shall sign, date and submit proposal and accompanying backup data to the Owner for review.
- B. When the Owner and the Contractor have agreed upon cost or credit for the change, the Owner will issue a Change Order and/or a modified Purchase Order to the Contractor.

1.6 PROCESSING CHANGE ORDERS

- A. Change orders will be numbered in sequence and dated.
1. The Change Order will describe the change or changes, will refer to the proposal(s) and bulletin(s) involved and will be signed by the Owner and the Contractor.
 2. The Owner will issue two copies of each Change Order to the contractor.
 - a. The Contractor shall promptly sign both copies and return one copy to the Owner.
- B. A modified Purchase Order will be issued with a Change Order, when necessary, in accordance with the General Conditions.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION 01 02 80

SECTION 01 04 50

CUTTING AND PATCHING

PART 1 GENERAL

1.1 SUMMARY

- A. This Section establishes general requirements pertaining to cutting (including excavation), fitting and patching of the Work required.

1.2 RELATED WORK

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.
- B. Execute cutting (including excavation), filling or patching of work, required to:
 - 1. Make several parts fit properly.
 - 2. Uncover work to provide for installation of ill-timed work.
 - 3. Remove and replace defective work.
 - 4. Remove and replace work not conforming to the Contract requirements.
 - 5. Remove samples of installed work as specified for testing.
 - 6. Install specified work in existing construction.
- C. In addition to Contract requirements, upon written instruction of the Owner:
 - 1. Uncover work to provide for observation of covered work.
 - 2. Remove samples of installed materials for testing.
 - 3. Remove work to provide for alteration of existing work.
- D. Do not cut or alter work of another contractor without written consent of the Owner.

1.3 SUBMITTALS

- A. Prior to cutting which affects structural safety of Project, or work of another contractor, submit written notice to the Owner requesting consent to proceed with cutting.
- B. Include the following:
 - 1. Project identification.
 - 2. Description of affected work.
 - 3. Necessity for cutting.
 - 4. Effect on other work and on structural integrity of Project.
 - 5. Description of proposed work. Designate:
 - a. Scope of cutting and patching.
 - b. Contractor and trades to execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing.
 - 6. Alternatives to cutting and patching.
 - 7. Designation of party responsible for cost of cutting and patching.
- C. Prior to cutting and patching done by instruction of Owner, submit cost estimate.
- D. Should conditions of work or schedule indicate change of materials or methods, submit recommendations to the Owner, including:
 - 1. Conditions indicating change.

2. Recommendation for alternative materials or methods.
3. Submittals as required for substitutions.

E. Submit written notice to the Owner, designating time the work will be uncovered to provide for observation.

1.4 PAYMENT FOR COSTS

- A. Costs caused by ill-timed or defective work, or work not conforming to Contract Documents: Party responsible for ill-timed, rejected or non-conforming work.
- B. Work done on instruction of the Owner (by Change Order), other than defective or non-conforming work shall be paid for by the Owner.

1.5 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

PART 2 PRODUCTS

2.1 MATERIALS

- A. For replacement of work removed, comply with Specifications for type of work to be performed.

PART 3 EXECUTION

3.1 INSPECTION

- A. Inspect existing conditions of work, including elements subject to movement or damage during:
 1. Cutting and patching.
 2. Excavating and backfilling
- B. After uncovering work, inspect conditions affecting installation of new products.

3.2 PREPARATION

- A. Prior to cutting:
 1. Provide shoring, bracing and support as required to maintain structural integrity of project.
 2. Provide protection for other portions of the project.
 3. Provide protection from the elements.

3.3 PERFORMANCE

- A. Execute fitting and adjustment or provide finished installation to comply with specified tolerances and finishes.
- B. Execute cutting and demolition by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs and new work.
- C. Execute excavating and backfilling by methods which will prevent damage to other work, and will prevent settlement.

- D. Restore work which has been cut or removed; install new products to provide complete work in accordance with contract requirements.
- E. Refinish entire surfaces as necessary to provide an even finish.
 - 1. Continuous surfaces: to nearest intersection (s).
 - 2. Assembly: entire refinishing.

END OF SECTION

**SECTION 01 05 10
GRADES, LINES AND LEVELS**

PART 1 – GENERAL

- 1.01 SUMMARY
- A. Provide such field engineering services as are required for proper completion of the Work including, but not necessarily limited to:
1. Establishing and maintaining grades, lines and levels;
 2. Structural design of shores, forms and similar items provided by the Contractor as part of the means and methods of establishing and maintaining grades lines and levels.
- 1.02 RELATED WORK
- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.
- 1.03 OWNER WILL FURNISH
- A. A topographic map of the site as part of the Construction Documents, providing the following locations, dimensions and data:
1. Grades, contours and lines of pavements and ground conditions.
 2. Above ground utility locations.
 3. Trees and vegetation.
- 1.04 SUBMITTALS
- A. Submit a record of Work performed and record survey data as required under provisions of Section 01 30 00 – SUBMITTALS and Section 01 72 00 – PROJECT RECORD DOCUMENTS.
- B. Comply with pertinent provisions of Section 01 30 00 – SUBMITTALS.
- C. Upon written request of the Owner, submit:
1. Data demonstrating qualifications of persons proposed to be engaged for field engineering services.
 2. Documentation verifying accuracy of field engineering work.
 3. Certification, signed by the contractor’s retained field engineer, certifying that elevations and locations of improvements are in conformance or nonconformance with requirements of the Contract Documents.
- 1.05 CONSTRUCTION SURVEYS
- A. The Contractor shall employ a land surveyor, registered in the state of Illinois and acceptable to the Owner for verification of existing conditions and for layout of its own work including all lines, elevations and measurements of all site improvements, utilities and other work executed by it under the Contract.
- B. The Contractor shall immediately upon entering the site for purpose of beginning work locate general reference points and take such action as is necessary to prevent their destruction. The Contractor must exercise proper precaution to verify figures on the drawings before laying out work and will be held responsible for any error resulting from its failure to exercise such precaution.
- C. The Contractor shall make provision to preserve property line stakes, benchmarks or datum points. If any are lost, displaced or disturbed through neglect of the Contractor, its agents, or employees, the Contractor shall pay the cost of restoration.

**PART 2 – PRODUCTS
(NOT APPLICABLE)**

PART 3 – EXECUTION

- 3.01 EXAMINATION
- A. Verify layout information shown on the Drawings, in relation to the plans before proceeding to layout the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.

- B. Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points, or requirements to relocate reference points because of necessary changes in grades or locations.
 - 1. Promptly replace lost or destroyed project control points. Base replacements on original survey control points.
 - 2. Establish and maintain a minimum of two permanent benchmarks on the site or reference to data established by survey control points.
 - 3. Record benchmark locations with horizontal and vertical data on Project Record Documents.
 - C. The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site-work, investigate and verify the existence and location of underground utilities and other construction.
 - D. Prior to construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas and water service piping.
- 3.02 PERFORMANCE
- A. Working from lines and levels established by the plans, establish benchmarks and markers to set lines and levels as needed to properly locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.
 - B. Advise entities engaged in construction activities, of marked lines and levels provided for their use.
 - C. As construction proceeds, check every major element for line, level and plumb.
 - D. Maintain a surveyor's log of control and other survey work. Make this log available at the job site for reference.
 - E. Record deviations from required lines and levels and advise the Owner when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.
 - F. On completion of any work requiring field engineering services, prepare a certified survey showing dimensions, locations, angles and elevations of construction and site-work. Deliver this certified survey to the Owner in hardcopy and electronic format (AutoCAD).
 - G. Locate and layout site improvements, including pavements, stakes for grading, fill and topsoil placement, utility slopes and invert elevations by instrumentation and similar appropriate means.
 - H. Furnish information necessary to adjust, move or relocate existing structures, utility poles, lines, services or other appurtenances located in or affected by construction. Coordinate with local authorities having jurisdiction.

END OF SECTION 01 05 10

**SECTION 01 06 00
REGULATORY REQUIREMENTS**

PART 1 – GENERAL

1.01 SUMMARY

- A. Contractors shall comply with all laws, rules and regulations governing the Work.
1. When Contractor observes that Contract Documents are in variance with specified codes, notify the Owner in writing immediately. The Owner will issue all changes in accord with the General Conditions.
 2. When Contractor performs any Work knowing or having reason to know that the Work is contrary to such laws, rules and regulations and fails to so notify the Owner, the Contractor shall pay all costs arising therefrom. However, it will not be the Contractor's primary responsibility to make certain that the Contract Documents are in accord with such laws, rules and regulations.

1.02 RELATED WORK

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.

1.03 DEFINITIONS AND ABBREVIATIONS

- A. Definitions
1. "Codes" means rules, regulations or statutory requirements of government agencies.
 2. "Standards" means requirements set by authorities, custom or general consent and establish accepted criteria.
- B. Abbreviations
1. ADA Americans with Disabilities Act
 2. AGCI Associated General Contractors in Illinois
 3. ANSI American National Standards Institute
 4. ASHRAE American Society of Heating, Refrigeration and Air Conditioning Engineers
 5. ASTM American Society of Testing and Materials
 7. COE City of Evanston
 8. CPSC Consumer Product Safety Commission (Federal)
 9. FM Factory Mutual Engineering Corp.
 9. IBC Internation Building Code
 10. IDOL Illinois Department of Labor
 11. IDOT Illinois Department of Transportation
 12. IDPH Illinois Department of Public Health
 13. IEPA Illinois Environmental Protection Agency
 14. IECC Internation Energy Conservation Code
 14. ISPE Illinois Society of Professional Engineers
 15. NFPA National Fire Protection Association
 16. SFM Office of State Fire Marshall
 17. UL Underwriters Laboratories, Inc.

1.04 QUALITY ASSURANCE

- A. Contractor shall:
1. Ensure that copies of specified codes and standards are readily available to Contractor's personnel. Copies are available at Contractor's expense from source or publisher.
 2. Ensure that Contractor's personnel are familiar with workmanship and installation requirements of specified codes and standards.

1.05 REFERENCE SPECIFICATIONS

- A. The Specifications referred to herein shall be interpreted to mean the following and shall include all addenda, changes to, etc. Reference to Engineer shall mean Owner.

1. “Standard Specifications” – The Illinois Department of Transportation’s (IDOT’s) “Standard Specifications for Road and Bridge Construction”, latest edition.
2. “Supplemental Specifications” – IDOT’s “Supplemental Specifications and Recurring Special Provisions”, latest edition.
3. “Traffic Specifications” – IDOT’s “Standard Specifications for Traffic Control Items”, latest edition.
4. “Standard Sewer Specifications” – The “Standard Specifications for Water and Sewer Main Construction in Illinois”, latest edition.

1.06 REGULATORY REQUIREMENTS

- A. Source and requirements:
 1. EPA: “Environmental Barriers Act” Illinois Accessibility Code
 2. ADA: Americans with Disabilities Act
 3. ISPC: Illinois State Plumbing Code, current edition
 4. IEPA: (current editions at date of bidding documents)
 - a. Air Pollution Standards
 - b. Noise Pollution Standards
 - c. Water Pollution Standards
 - d. Public Water Supplies
 - e. Solid Waste Standards
 - f. Illinois Recommended Standards for Sewage Work
 5. Illinois Purchasing Act, as amended (Illinois Compiled Statutes, 30 ILCS 505/1 et seq)
 6. OSFM:
 - a. Gasoline and Volatile Oils (Illinois Compiled Statutes, 430 ILCS 15/0.01 et seq)
 - b. Liquefied Petroleum Gases (Illinois Compiled Statutes, 430 ILCS 5/0.01 et seq)
 - c. Liquefied Petroleum Gas Containers (Illinois Compiled Statutes, 430 ILCS 10/0.01 et seq)
 - d. Boiler and Pressure Vessel Safety Act and Rules and Regulations (Illinois Compiled Statutes, 430 ILCS 75/1 et seq)
 - e. Illinois Rules and Regulations for Fire Prevention and Safety, as amended 24 December 1973.
 7. CODES:
 - a. City of Evanston “City Ordinances” and “Building Code”, current editions.
 - b. Work not covered by above codes: Use NFPA National Fire Codes, current edition.
- B. The Owner may reference other codes or standards throughout the Project Manual when deemed appropriate for proper compliance with regulatory requirements.

**PART 2 – PRODUCTS
(NOT APPLICABLE)**

**PART 3 – EXECUTION
(NOT APPLICABLE)**

END OF SECTION 01 06 00

**SECTION 01 09 50
REFERENCE STANDARDS AND DEFINITIONS**

PART 1 – GENERAL

1.01 RELATED WORK

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.

1.02 DEFINITIONS

- A. General: basic contract definitions are included in the General Conditions.
- B. Indicated: the term “indicated” refers to graphic representations, notes or schedules on the Drawings, other paragraphs or schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as “shown,” “noted,” “scheduled” and “specified” are used, it is to help the reader locate the reference; no limitation on location is intended.
- C. Directed: terms such as “directed,” requested,” “authorized,” “selected,” “approved,” “required” and “permitted” mean “directed by the Owner,” “requested by the Owner” and similar phrases.
- D. Approve: the term “approved,” where used in conjunction with the Owner action on the Contractor’s submittals, applications and requests, is limited to the Owner’s duties and responsibilities as stated in the General Conditions.
- E. Regulation: the term “regulations” includes laws, ordinances, statutes and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of the Work.
- F. Furnish: the term “furnish” is used to mean “supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation and similar operations.”
- G. Install: the term “install” is used to describe operations at project site including the actual “unloading, unpacking, assembly, installation, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations.”
- H. Provide: the term “provide” means “to furnish and install, complete and ready for the intended use.
- I. Installer: an “installer” is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor or sub-subcontractor, for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

1.03 INDUSTRY STANDARDS

- A. Applicability of Standards: except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: where the date of issue of a referenced standard is not specified, comply with the standard in effect as of date of Contract Documents.
- C. Conflicting Requirements: where compliance with two or more standards is specified, and the standards establish different or conflicting requirements for minimum quantities or quality levels, refer requirements that are different, but apparently equal, and uncertainties to the Owner for a decision before proceeding.
 - 1. Minimum Quality or Quantity Levels: the quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for the context of the requirements. Refer uncertainties to the Owner for a decision before proceeding.
- D. Copies of Standards: each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity’s construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.
2. Although copies of standards needed for enforcement of requirements may be included as part of required submittals, the Owner reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.

E. Abbreviations and Names: trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction or other entity applicable to the context of the text provision. Refer to the “Encyclopedia of Associations,” published by Gale Research Co., available in most libraries. The following acronyms or abbreviations as referenced in Contract Documents are defined to mean the associated names. Names and addresses are subject to change and are believed to be but are not assured to be accurate and up to date as of date of Contract Documents.

AA	Aluminum Assoc. 900 19 th St, NW, Suite 300 Washington, DC 20006 (202) 862-5100	AAMA	American Architectural Manufacturer’s Assoc. 1540 E. Dundee Rd, Suite 310 Palatine, IL 60067 (708) 202-1350	AAN	American Assoc. of Nurserymen 1250 Eye St, NW, Suite 500 Washington, DC 20005 (202) 789-2900
AASHTO	American Assoc. of State Highway and Transportation Officials 444 N. Capitol St, Suite 225 Washington, DC 20001 (202) 624-5800	ACI	American Concrete Institute PO Box 19150 Detroit, MI 48219-0150 (313) 532-2600	ACIL	American Council of Independent Laboratories 1725 K St, NW Washington, DC 20006 (202) 887-5872
ACPA	American Concrete Pipe Assoc. 8320 Old Courthouse Rd. Vienna, VA 22180 (703) 821-1990	AGA	American Gas Assoc. 1515 Wilson Blvd. Arlington, VA 22209 (703) 841-8400	AHA	American Hardboard Assoc. 520 N. Hicks Rd. Palatine, IL 60067-3609 (708) 934-8800
AI	Asphalt Institute Research Park Drive PO Box 14052 Lexington, KY 40512-4052 (606) 288-4960	AIA	American Institute of Architects 1735 New York Ave, NW Washington, DC 20006 (202) 626-7300	A.I.A.	American Insurance Assoc. 1130 Connecticut Ave, NW Washington, DC 20036 (202) 828-7100
AISC	American Institute of Steel Construction 1 E. Wacker Dr, Suite 3100 Chicago, IL 60601-2001 (312) 670-2400	AISI	American Iron and Steel Institute 1101 17 th St, NW, Suite 1300 Washington, DC 20005-2701 (202) 452-7100	AITC	American Institute of Timber Construction 11818 SE Mill Plain Blvd, Ste.415 Vancouver, WA 98684-5092 (206) 254-9132
ALI	Associated Laboratories 641 S. Vermont St. Palatine, IL 60067 (708) 358-7400	ALSC	American Lumber Standards Committee PO Box 210 Germantown, MD 20874 (301) 972-1700	ANSI	American National Standards Institute 11 W. 42 nd Street New York, NY 10036 (212) 354-3300
AOSA	Assoc. of Official Seed Analysts C/o Jim Lair Illinois Dept. of Agriculture Seed Lab Box 19281 Springfield, IL 62794 (217) 782-7655	APA	American Plywood Assoc. PO Box 11700 Tacoma, WA 98411 (206) 565-6600	API	American Petroleum Institute 1220 L St, NW Washington, DC 20005 (202) 682-8000
ASC	Adhesive and Sealant Council 1627 K Street, NW, Suite 1000 Washington, DC 20006 (202) 452-1500	ASHRAE	American Society of Heating, Refrigerating and Air- conditioning Engineers, Inc. 1791 Tullie Circle, NE Atlanta GA 30329-2305	ASME	American Society of Mechanical Engineers 345 East 47 th Street New York, NY 10017
ASPE	American Society of Plumbing Engineers 3617 Thousand Oaks Blvd, Suite 210 Westlake, CA 91362 (805) 495-7120	ASSE	American Society of Sanitary Engineers PO Box 40362 Bay Village, OH 44140 (216) 835-3040	ASTM	American Society for Testing and Materials 1916 Race St Philadelphia, PA 19103 (215) 299-5400
AWI	Architectural Woodwork Institute 2310 S. Walter Reed Dr. Arlington, VA 22206 (703) 671-9100	AWPA	American Wood Preservers Assoc. PO Box 286 Woodstock, MD 21163 (410) 465-3169	AWPB	American Wood Preservers Bureau PO Box 5283 Springfield, VA 22150 (703) 339-6660
AWS	American Welding Society PO Box 351040 550 LeJeune Road, NW	AWWA	American Water Works Assoc. 6666 W Quincy Ave Denver, CO 80235	BANC	Brick Assoc. of North Carolina PO Box 13290 Greensboro, NC 27415

	Miami, FL 33135 (305) 443-9353		(303) 794-7711		(919) 273-5566
BHMA	Builders Hardware Manufacturers Assoc. 355 Lexington Ave, 17 th Floor New York, NY 10017 (212) 661-4261	BIA	Brick Institute of America 11490 Commerce Park Dr. Suite 300 Reston, VA 22091 (703) 620-0010	CISPI	Cast Iron Soil Pipe Institute 5959 Shallowford Rd, Ste 419 Chattanooga, TN 37421 (615) 892-0137
CRSI	Concrete Reinforcing Steel Institute 933 Plumb Grove Rd. Schaumburg, IL 60195 (708) 517-1200	EJMA	Expansion Joint Manufacturers Assoc. 25 N. Broadway Tarrytown, NY 10591 (914) 332-0040	ETL	ETL Testing Laboratories Inc. PO Box 2040 Route 11, Industrial Park Cortland, NY 13045 (607) 753-6711
HMA	Hardwood Manufacturers Assoc. 2831 Airways Blvd., Ste 205, Bldg. B Memphis, TN 38132 (901) 346-2222	HPMA	Hardwood Plywood Manufacturers Assoc. 1825 Michael Farraday Dr PO Box 2789 Reston, VA 22090-2789 (703) 435-2900	ICEA	Insulated Cable Engineers Assoc. Inc. PO Box 440 South Yarmouth, MA 02664 (617) 394-4424
IEEE	Institute of Electrical and Electronic Engineers 345 E. 47 th Street New York, NY 10017 (212) 705-7900	IESNA	Illuminating Engineering Society of North America 345 E 47 th Street New York, NY 10017 (212) 705-7926	ILI	Indiana Limestone Institute of America Stone City Bank Bldg, Ste 400 Bedford, IN 47421 (812) 275-4426
IMSA	International Municipal Signal Assoc. PO Box 539 1115 N. Main Street Newark, NY 14513 (315) 331-2182	IRI	Industrial Risk Insurers 85 Woodland St Hartford, CT 06102 (203) 520-7300	LPI	Lightning Protection Institute PO Box 1029 Woodstock, IL 60098 (815) 337-0277
MBMA	Metal Building Manufacturers Assoc. 1230 Keith Building Cleveland, OH 44115-2180	MCAA	Mechanical Contractors Assoc. of America 5410 Grosvenor Lane, Ste 120 Bethesda, MD 20814 (301) 897-0770	NAAMM	National Assoc. of Architectural Metal Manufacturers 600 S. Federal St, Ste 400 Chicago, IL 60605 (312) 922-6222
NAPA	National Asphalt Pavement Assoc. Calvert Building, Suite 620 6811 Kenilworth Ave. Riverdale, MD 20737 (301) 779-4880	NAPF	National Assoc. of Plastic Fabricators (Now DLPA)	NBGQA	National Building Granite Quarries Assoc. PO Box 482 Barre, VT 05641 (802) 476-3115
NBHA	National Builders hardware Assoc. (Now DHI)	NCMA	National Concrete Masonry Assoc. 2302 Horse Pen Rd PO Box 781 Herndon, VA 22070-3406 (703) 435-4900	NEC	National Electric Code (Now NfiPA)
NECA	National Electrical Contractors Assoc. 7315 Wisconsin Ave Bethesda, MD 20814 (301) 657-3110	NEMA	National Electrical Manufacturers Assoc. 2101 L St, NW, Ste 300 Washington, DC 20037 (202) 457-8400	NFiPA	National Fire Protection Assoc. 1 Batterymarch Park Quincy, MA 02269 (617) 770-3000
NFoPA	National Forest Products Assoc. 1250 Connecticut Ave, NW, Suite 200 Washington DC 20036 (202) 463-2700	NHLA	National Hardwood Lumber Assoc. PO Box 34518 Memphis, TN 38184 (901) 377-1818	NLGA	National Lumber Grades Authority 1055 W Hastings St. Ste 260 Vancouver, British Columbia Canada V6E 2H1 (604) 687-2171
NPA	National Particleboard Assoc. 18928 Premiere Court Gaithersburg, MD 20879-1569 (301) 670-0604	NPCA	National Paint and Coatings Assoc. 1500 Rhode Island Ave, NW Washington, DC 20005 (202) 462-6272	NSF	National Sanitation Foundation PO Box 1468 3475 Plymouth Rd Ann Arbor, MI 48106 (313) 769-8010
NWMA	National Woodwork Manufacturers Assoc. (Now NWWDA)	PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077-4321 (847) 966-6200	PCI	Prestressed Concrete Institute 175 W Jackson Blvd Chicago, IL 60604-9773 (312) 786-0300
PDI	Plumbing and Drainage Institute C/o Saul Baker 1106 W. 77 th Street, South Dr. Indianapolis, IN 4626 (317) 251-6970	RIS	Redwood Inspection Service 405 Enfrente Dr, Suite 300 Novato, CA 94949 (415) 382-0662	RMA	Rubber Manufacturers Assoc. 1400 K St, NW Washington, DC 20005 (202) 682-4800
SHLMA	Southern Hardwood Lumber Manufacturers Assoc. (Now HMA)	SJI	Steel Joist Institute Suite A 1205 48 th Ave North Myrtle Beach, SC 29577	SPIB	Southern Pine Inspection Bureau 4709 Scenic Highway Pensacola, FL 32504 (904) 434-2611

SSPC	Steel Structures Painting Council 4400 Fifth Ave. Pittsburgh, PA 15213 (412) 268-3327	SSPMA	Sump and Sewage Pump Manufacturers Assoc. 560 W Washington St, Ste 301 Chicago IL, 60606 (312) 332-4146	TPI	Truss Plate Institute 583 D'Onofrio Drive Suite 200 Madison, WI 53719
UL	Underwriters Laboratories 333 Pflingsten Rd. Northbrook, IL 60062 (847) 272-8800	WCLIB	West Coast Lumber Inspection Bureau PO Box 23145 Portland, OR 97223 (503) 639-0651	WIC	Woodwork Institute of California PO Box 11428 Fresno, CA 93773 (209) 233-9035
WRI	Wire Reinforcement Institute 1101 Connecticut Ave, NW Washington, DC 20036-4303 (703) 790-9790	WWPA	Western Wood Products Assoc. 522 SW 5 th Ave, Yeon Bldg. Portland, OR 97204-2122 (503) 224-3930	W.W.P.A.	Woven Wire Products Assoc. 2515 N. Nordica Ave. Chicago, IL 60635 (312) 637-1359

F. Federal Government Agencies: names and titles of federal government standard or specification producing agencies are often abbreviated. The following acronyms or abbreviations referenced in the Contract Documents indicate names of standard or specification producing agencies of the federal government. Names and addresses are subject to change; they are believed to be but are not assured to be accurate and up to date as of the date of the Contract Documents.

CE	Corps of Engineers (US Dept of the Army) Chief of Engineers – Referral Washington, DC 20314 (202) 272-0660	CFR	Code of Federal Regulations Available from the Government Printing Office N. Capitol St between G and H St, NW Washington, DC 20402 (202) 783-3238 (Material is usually first published in the Federal Register)	CPSC	Consumer Product Safety Commission 5401 Westbard Ave, Room 700 Washington, DC 20816 (800) 638-2772
CS	Commercial Standard (US Dept of Commerce) Government Printing Office Washington, DC 20402 (202) 377-2000	DOC	Department of Commerce 14 th St and Constitution Ave, NW Washington, DC 20230 (202) 377-2000	DOT	Department of Transportation 400 7 th St, SW Washington, DC 20590 (202) 366-4000
EPA	Environmental Protection Agency 401 M St, SW Washington, DC 20460 (202) 382-2090	FAA	Federal Aviation Administration (US Dept of Transportation) 800 Independence Ave, SW Washington, DC 20590 (202) 366-4000	FCC	Federal Communications Commission 1919 M St, NW Washington, DC 20554 (202) 632-7000
FHA	Federal Housing Administration (US Dept of Housing and Urban Development) Director Manufactured Housing and Construction Standards Division 451 7 th St, SW, Room 9158 Washington, DC 20201 (202) 755-5210	FS	Federal Specification (from GSA) Supt. Of Documents, Government Printing Office 7 th and D St, SW Washington, DC 20234 (202) 472-2205 or 472-2140	GSA	General Services Administration F St and 18 th St, NW Washington, DC 20405 (202) 472-1082
MIL	Military Standardization Documents (US Dept of Defense) Naval Publications and Forms Center 5801 Tabor Ave Philadelphia, PA 19120	NIST	National Institute of Standards and Technology (US Dept of Commerce) Gaithersburg, MD 20899 (301) 975-2000	OSHA	Occupational Safety and Health Administration (US Dept of Labor) Government Printing Office Washington, DC 20402 (202) 523-6091
PS	Product Standard of NBS National Institute of Standards and (DOC) Technology Standards Management Program A 625 Administration Gaithersburg, MD 20899 (202) 783-3238	USDA	US Dept of Agriculture Independence Ave btwn. 12 th and 14 th St, SW Washington, DC 20250 (202) 447-8732	USPS	US Postal Service 475 L'Enfant Plaza, SW Washington, DC 20260 (202) 268-2000

1.04 GOVERNING REGULATIONS/AUTHORITIES

A. The Owner has contacted authorities having jurisdiction where necessary to obtain information necessary for preparation of Contract Documents; that information may or

may not be of significance to the Contractor. Contact authorities having jurisdiction directly for information and decisions having a bearing on the Work.

- B. Copies of Regulations: Obtain copies of the applicable regulations and retain at the Project site, available for reference by parties who have a reasonable need for such reference.

1.05 SUBMITTALS

- A. Permits, Licenses and Certificates: for the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional, settlements, notices, receipts for fee payments, judgements and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

**PART 2 – PRODUCTS
(NOT APPLICABLE)**

**PART 3 – EXECUTION
(NOT APPLICABLE)**

END OF SECTION 01 09 50

**SECTION 01 10 50
EXISTING UTILITY PROCEDURES**

PART 1 – GENERAL

1.01 SUMMARY

- A. Perform the work associated with existing utilities, including removal, relocation, interruption and protection, meeting requirements of this section.

1.02 RELATED WORK

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this section.

1.03 GENERAL

- A. Notification: before beginning any work, the Contractor shall notify all utility companies, public and private as applicable and any other party owning, operating or maintaining utility facilities on or in vicinity of project site in accordance with notification procedures of each utility company or any other party.

B. Protection:

1. Before beginning any work, the Contractor shall investigate and inform himself of locations and extent of all utilities on and in vicinity of project site which may be encountered in performing the work and shall take suitable care to protect and prevent damage and cessation of operation to such utilities from his operations.
2. When performing adjacent to existing sewers, drains, water and gas lines; electric, telephone or telegraph conduit or cable; pole lines or poles, or other utility facilities, equipment or structures, which are to remain in operation, contractor shall maintain such utility facilities, equipment and structures in place and protect from damage and cessation of operation and shall cooperate with applicable utility company and any other party owning, operating or maintaining such utility facilities, equipment or structures.
3. Methods of protection shall be subject to approval of utility company and any other party owning, operating or maintaining such utility, equipment or structure.

C. Damages:

1. Should existing utilities which are to remain in operation be damaged during construction operations, the Contractor shall immediately notify utility company, Owner and any other party owning, operating or maintaining such utility.
2. The Contractor shall be responsible for and shall repair or replace at the Contractor's expense, as applicable, damages to any such utility facilities, equipment or structures caused by his acts, whether negligent or otherwise, or his omission to act, whether negligent or otherwise, and shall leave such utility facilities, equipment or structures in as good condition as existed prior to commencement of his operations as approved by utility company and any other party owning, operating or maintaining such utility. In addition, the Contractor shall be responsible for any damages or liability which the Owner may be held liable. Materials and methods of repair or replacement shall be subject to approval of utility company and other party owning, operating or maintaining such utility.
3. However, any such utility equipment or structures damaged as a result of any act, or omission to act, of the Contractor, may, at option of applicable utility company and any other party owning, operating or maintaining such utility facilities, equipment or structures damaged, be repaired or replaced by such applicable utility company or other party. In such event cost of repairs or replacement shall be the responsibility of the Contractor at no addition to the Contract Sum.

1.04 PROCEDURES

A. Locations:

1. Request all utility companies and any other party owning, operating or maintaining utility facilities on or in vicinity of project site as applicable, to locate or stakeout locations, extent, alignment and elevation of such utility facilities.
2. Approximate locations and extent of known existing utility facilities, equipment and structures may be determined by examining documents of utility companies and any other party owning, operating or maintaining such utility facilities, and available information documents and Drawings for the work.
3. Should uncharted or incorrectly charted existing utility facilities, equipment and structures be encountered during performance of the Work, consult utility companies and other party owning, operating or maintaining such utility facilities for directions.
4. After such utilities have been uncovered and their actual locations and extent determined, the Owner will furnish additional Drawings, if relocation is required, subject to approval of utility companies and any other parties owning, operating or maintaining such utility facilities.
5. Submit record drawings showing locations and extent discrepancies of utilities those indicated in available reference documents or Drawings for the Work, regardless of cause of location or extent discrepancy, meeting, requirements of the general conditions.

B. Scheduling:

1. General: existing utilities shall not be disturbed until utility companies and any other party owning, operating or maintaining such utility facilities and users of such utilities have been notified in accordance with notification procedure of such utility companies or any other parties. Contractor shall conduct work so that utility may be removed, relocated or supported during construction operations and maintained in service until the work to be provided under Contract is completed.
2. Any existing utility should be relocated only as approved by utility companies and any other parties owning, operating or maintaining such utility facilities. Contractor shall cooperate with utility companies and any other parties in performance of this work.
3. Interruptions: when Contractor desires to take an existing utility service out of operation, notify Owner at least 72 hours in advance of such time and obtain written permission of utility company or other parties owning, operating or maintaining such utility facilities prior to interrupting service. Interruption of service shall be kept to an absolute minimum.
 - a. Utility company and any or other parties owning, operating or maintaining such utility facilities shall have right to require Contractor to perform work which requires such interruptions in stages and during non-standard working hours to reduce time of each interruption, at no addition to Contract Sum.
 - b. When necessary, provide acceptable temporary utility services during such interruptions, before taking utility service out of operation, at no addition to Contract Sum.

**PART 2 – PRODUCTS
(NOT APPLICABLE)**

**PART 3 – EXECUTION
(NOT APPLICABLE)**

END OF SECTION 011050

**SECTION 01 20 00
PROJECT MEETINGS**

PART 1 – GENERAL

- 1.01 SUMMARY
- A. This section specifies administrative and procedural requirements for project meetings including but not limited to:
 - 1. Pre-construction Conference
 - 2. Pre-installation Conferences
 - 3. Coordination Meetings
 - 4. Progress Meetings
 - B. Construction schedules are specified in Section 01 30 00 – SUBMITTALS.
- 1.02 RELATED WORK
- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.
- 1.03 PRE-CONSTRUCTION CONFERENCE
- A. The Owner shall schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than 15 days after execution of the Agreement and prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments.
 - B. Attendees: The Owner, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conduct matters relating to the Work.
 - C. Agenda: Discuss items of significance that could affect progress including such topics as:
 - 1. Tentative construction schedule
 - 2. Critical Work sequencing
 - 3. Designation of responsible personnel
 - 4. Procedures for processing field decisions and Change Orders
 - 5. Procedures for processing Applications for Payment
 - 6. Distribution of Contract Documents
 - 7. Submittal of Shop Drawings, Product Data and Samples
 - 8. Preparation of record documents
 - 9. Use of the premises
 - 10. Office, Work and storage areas
 - 11. Equipment deliveries and priorities
 - 12. Safety procedures
 - 13. First aid
 - 14. Security
 - 15. Housekeeping
 - 16. Construction activity policies and working hours
 - 17. MBE/WBE/EBE and LEP requirements
 - 18. Coordination with affected utilities and governing jurisdictions
- 1.04 PRE-INSTALLATION CONFERENCE
- A. Conduct a pre-installation conference at the site before each construction activity that requires coordination with other construction. The installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Owner of scheduled meeting dates.
 - B. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for:
 - 1. Contract Documents
 - 2. Options
 - 3. Related Change Orders

4. Purchases
 5. Deliveries
 6. Shop Drawings, Product Data and quality control samples
 7. Possible conflicts
 8. Compatibility problems
 9. Time schedules
 10. Weather limitations
 11. Manufacturer's recommendations
 12. Compatibility of materials
 13. Acceptability of substrates
 14. Temporary facilities
 15. Space and access limitations
 16. Governing regulations
 17. Safety
 18. Inspection and testing requirements
 19. Required performance results
 20. Recording requirements
 21. Protection
- C. Record significant discussions and agreements and disagreements of each conference, along with the approved schedule. Distribute the record of the meeting to everyone concerned, promptly, including the Owner.
- D. Do not proceed if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

1.05 **PROGRESS MEETINGS**

- A. Conduct progress meetings at the Project site at regularly scheduled intervals. Notify the Owner of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment requests.
- B. Attendees: in addition to the Owner, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the Project and authorized to conclude matters relating to progress.
- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project.
- D. Contractor's Construction Schedule: review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time, ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Period.
- E. Review the present and future needs of each entity present, including such items as:
1. Interface requirements
 2. Time
 3. Sequences
 4. Deliveries
 5. Off-site fabrication problems
 6. Access
 7. Site utilization
 8. Temporary facilities and services
 9. Hours of Work
 10. Hazards and risks
 11. Housekeeping
 12. Quality and Work standards
 13. Change Orders
 14. Documentation of information for payment requests.

- F. Reporting: no later than three (3) days after each progress meeting date, distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
- G. Schedule Updating: revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

**PART 2 – PRODUCTS
(NOT APPLICABLE)**

**PART 3 – EXECUTION
(NOT APPLICABLE)**

END OF SECTION 01 20 00

**SECTION 01 21 00
ALLOWANCES**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Other provisions concerning Allowances also may be stated in other Sections of these Specifications.

1.2 SUMMARY

- A. The allowance is general and is to be used to provide adequate budget and bonding to cover items not able to be precisely determined by the Owner prior to bidding including any unforeseen conditions that are discovered. Allow within the proposed Total Base Bid Amount the amounts described in this Section.
- B. Allowance work shall be pre-approved prior to the start of and during the Construction with Proposals documenting the work to be performed, with clearly stated not-to-exceed costs and step by step method of procedures for the proposed work stated. Proposals must be submitted and accepted by the Owner prior to starting any allowance work. After discovering an unforeseen condition, the contractor shall submit a Proposal that includes a report summarizing the found condition. The Consultant and Owner will view the unforeseen condition to determine if the work will be authorized. Allowance work shall only be authorized by written Allowance Authorization. Under no circumstances shall the Contractor move forward with the work in question nor shall the contractor expend allowance without an approved Allowance Authorization.

1.3 ALLOWANCE RESPONSIBILITIES

- A. Consultant Responsibilities:
 - 1. Consult with Contractor in consideration and selection of products, suppliers and installers.
 - 2. Select products or services in consultation with Owner.
 - 3. Review method of procedure and costs documented on Proposals submitted by the Contractor and transmit Owner's decision to Contractor. Owner approved Allowance Authorizations are required prior to proceeding with Allowance Work.
 - 4. Review, recommend and transmit Allowance Authorization to Owner for approval.
 - 5. Transmit Owner's decision to the Contractor.
- B. Contractor's Responsibilities:
 - 1. Assist Consultant in selection of products, suppliers and installers.
 - 2. Obtain proposals from suppliers and installers and offer recommendations and review of proposals submitted. Transmit to Consultant on Proposal forms, attaching all supporting documentation. Include any bond cost adjustments with the proposal. Include scheduling information and assessment of impact of other work.
 - 3. On notification of selection by Consultant, execute purchase agreement with designated supplier and installer.
 - 4. Arrange for and process shop drawings, product data and samples. Arrange for delivery.
 - 5. Promptly inspect products upon delivery for completeness, damage and defects. Submit claims for transportation damage.
 - 6. Document thoroughly all costs related to the work.
 - 7. Provide the Consultant with fully documented Proposals detailing all allowance work to be performed.

1.4 ALLOWANCE DOCUMENTATION

- A. All work covered by Allowances must be thoroughly documented as follows:
 - 1. Upon encountering any field conditions which is not as shown in Construction Documents, the Contractor shall immediately notify the Consultant and develop a written Proposal detailing any additional work required. Proposals shall include a report

summarizing the found condition to the Consultant. Contractor work initiated without submitting a completed Proposal and obtaining the Owner's written approval by Allowance Authorization is performed entirely at Contractor's own risk and cost, regardless of any prior verbal approval.

2. The Consultant shall review the Proposal and provide the Owner with a written recommendation regarding the proposed work.
3. The Owner shall review the Contractor's Proposal and the Consultant's recommendation and, if appropriate, provide written approval via Allowance Authorization for use of the Allowance.

1.5 SCHEDULE OF ALLOWANCES

Allowance Number 1, Additional Work General: \$10,000.00

1.6 ALLOWANCE EXCLUSIONS

- A. General
 1. Additional costs related to improper scheduling, sequencing or coordination will not be covered within the Allowance, as determined solely by the Owner.
- C. Existing Building Component Exclusions
 1. All work required to protect existing building surfaces and components is included in the Base Bid and will not be covered within the Allowance.

**PART 2 – PRODUCTS
(Not Used)**

**PART 3 – EXECUTION
(Not Used)**

END OF SECTION 01 21 00

**SECTION 01 30 00
SUBMITTALS**

PART 1 – GENERAL

1.01 SUMMARY

- A. This section specifies administrative and procedural requirements for submittals required for performance of the Work, including:
 - 1. Contractor's construction schedule
 - 2. Submittal schedule
 - 3. Daily construction reports
 - 4. Shop Drawings
 - 5. Product Data
 - 6. Samples
- B. Administrative Submittals: refer to other Division 0 and 1 sections and other Contract Documents for requirements for administrative submittals. Such submittals include but are not limited to:
 - 1. Permits
 - 2. Applications for payment
 - 3. Performance and payment bonds
 - 4. Insurance certificates
 - 5. List of subcontractors
- C. The Schedule of Values submittal is included in Section 01 02 70 – APPLICATION FOR PAYMENT.

1.02 RELATED WORK

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.

1.03 SUBMITTAL PROCEDURES

- A. Coordination: coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 - 3. Processing: allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for re-submittals.
 - a. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Owner will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow two weeks for re-processing each submittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Owner sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 2. Include the following information on the label for processing and recording action taken.
 - a. Project name
 - b. Date
 - c. Name and address of Owner
 - d. Name and address of Contractor
 - e. Name and address of subcontractor
 - f. Name and address of supplier
 - g. Name of manufacturer
 - h. Number and title of appropriate Specification Section
 - i. Drawing number and detail reference, as appropriate
- C. Submittal Transmittal: package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Owner using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
1. On the transmittal record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.
 2. Transmittal Form: use AIA Document G 810.
- 1.04 CONTRACTOR'S CONSTRUCTION SCHEDULE
- A. Bar-Chart Schedule: prepare a fully developed, horizontal bar-chart type Contractor's construction schedule. Submit within 30 days of the date established for "Commencement of the Work".
1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values".
 2. Within each time bar indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
 3. Prepare a schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
 4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the Work.
 5. Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress report, payment requests and other schedules.
 6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for Owner's procedures necessary for certification of Substantial Completion.
- B. Phasing: Provide notations on the schedule to show how the sequence of the Work is affected by requirements for phased completion to permit Work by separate Contractors and partial occupancy by the Owner prior to Substantial Completion.
- C. Work Stages: Indicate important stages of construction for each major portion of the Work, including testing and installation.
- D. Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the Work. Indicate where each element in an area must be sequenced or integrated with other activities.

- E. Cost Correlation: At the head of the schedule, provide a two item cost correlation line, indicating "pre-calculated" and "actual" costs. On the line show dollar-volume of Work performed as of the dates used for preparation of payment requests.
 - 1. Refer to Section 01 02 70 - APPLICATION FOR PAYMENT for cost reporting and payment procedures.
 - F. Distribution: Following response to the initial submittal, print and distribute copies to the Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.
 - 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
 - G. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.
- 1.05 SUBMITTAL SCHEDULE
- A. After development and acceptance of the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule within 10 days of the date required for establishment of the Contractor's construction schedule.
 - 1. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the Contractor's construction schedule.
 - 2. Prepare the schedule in chronological order; include submittals required during the first 90 days of construction. Provide the following information:
 - 1. Scheduled date for the first submittal.
 - 2. Related Section number.
 - 3. Submittal category.
 - 4. Name of subcontractor.
 - 5. Description of the part of the Work covered.
 - 6. Scheduled date for resubmittal.
 - 7. Scheduled date of the Owner's final release or approval.
 - B. Distribution: Following response to initial submittal, print and distribute copies to the Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office
 - 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
 - C. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.
- 1.06 DAILY CONSTRUCTION REPORTS
- A. Prepare a daily construction report, recording the following information concerning events at the site; and submit duplicate copies to the Owner at weekly intervals:
 - 1. List of subcontractors at the site.
 - 2. Approximate count of personnel at the site.
 - 3. High and low temperatures, general weather conditions.
 - 4. Accidents and unusual events.
 - 5. Meetings and significant decisions.
 - 6. Stoppages, delays, shortages, losses.
 - 7. Meter readings and similar recordings.
 - 8. Emergency procedures.
 - 9. Orders and requests of governing authorities.
 - 10. Change Orders received, implemented.
 - 11. Services connected, disconnected.
 - 12. Equipment or system tests and start-ups.
 - 13. Partial Completions, occupancies.

14. Substantial Completions authorized.
- 1.07 SHOP DRAWINGS
- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
 - B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
 - 1. Dimensions.
 - 2. Identification of products and materials included.
 - 3. Compliance with specified standards.
 - 4. Notation of coordination requirements.
 - 5. Notation of dimensions established by field measurement.
 - 6. Sheet Size: Except for templates, patterns and similar full- size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 36" x 48".
 - 7. Submit one correctable translucent reproducible print and three blue- or black-line print for the Owner's review; the reproducible print will be returned.
 - C. One of the prints returned shall be marked-up and maintained as a "Record Document".
 - D. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.
 - E. Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.
 - 1. Submit coordination Drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.
- 1.08 PRODUCT DATA
- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
 - 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with recognized trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
 - 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
 - 3. Preliminary Submittal: Submit a preliminary single-copy of Product Data where selection of options is required.
 - 4. Submittals: Submit 2 copies of each required submittal; submit 4 copies where required for maintenance manuals. The Owner will retain one, and will return the other marked with action taken and corrections or modifications required.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

5. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - a. Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.
 - b. Do not permit use of unmarked copies of Product Data in connection with construction.

1.09 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.
 1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to match the Owner's Sample. Include the following:
 - a. Generic description of the Sample.
 - b. Sample source.
 - c. Product name or name of manufacturer.
 - d. Compliance with recognized standards.
 - e. Availability and delivery time.
 2. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.
 - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
 - c. Refer to other Sections for Samples to be returned to the Contractor for incorporation in the Work. Such Samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of Sample submittals.
 3. Preliminary submittals: Where Samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.
 - a. Preliminary submittals will be reviewed and returned with the Owner's mark indicating selection and other action.
 4. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit 3 sets; one will be returned marked with the action taken.
 5. Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of construction.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
- B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.
- C. Mock ups specified in individual Sections are special types of Samples. Mock ups are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.
- D. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

- 1.10 CONTRACTOR'S RESPONSIBILITIES
- A. Review shop drawings, product data and samples prior to submission.
 - B. Verify:
 - 1. Field dimensions
 - 2. Field construction criteria
 - 3. Catalog numbers and similar data
 - C. Coordinate each submittal with requirements of Work and of Contract Documents.
 - D. Contractor's responsibility for errors and omissions in submittals is not relieved by Owner's review of submittals.
 - E. Contractor's responsibility for deviations in submittals from Contract Document requirements is not relieved by Owner's review of submittals.
 - F. Notify Owner in writing at time of submission, of deviations in submittals from contract requirements.
 - G. Do not begin any work which requires submittals without having Owner's stamp and initials or signature indicating review.
 - H. After Owner's review, make response required by Owner, stamp and distribute copies.
- 1.11 SUBMISSION REQUIREMENTS
- A. Make all submissions within 35 business days after date of Notice to Proceed.
 - B. Submit number of copies of shop drawings, project data and samples which Contractor requires for distribution plus 3 copies which will be retained by the Owner.
 - C. Submit number of samples specified in each of specification sections.
 - D. Accompany submittals with transmittal letter, in duplicate, containing:
 - 1. Date
 - 2. Project title and number
 - 3. Contractor's name and address
 - 4. The number of each shop drawing, product datum and sample submitted
 - 5. Notification of deviations from contract
 - 6. Other pertinent data
 - E. Submittals shall include:
 - 1. Date and revision dates
 - 2. Project title and number
 - 3. Names of:
 - a. Contractor
 - b. Subcontractor
 - c. Supplier
 - d. Manufacturer
 - e. Separate detailer when pertinent
 - 4. Identification of product or material
 - 5. Relation to adjacent structure or material
 - 6. Field dimensions, clearly identified as such
 - 7. Specification Section and page number
 - 8. Applicable standards, such as ASTM number or federal specification
 - 9. Identification of deviation(s) from Contract Documents
 - 10. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements, and compliance with Contract.
- 1.12 RESUBMISSION REQUIREMENTS
- A. Shop drawings:
 - Revise initial drawings as required and resubmit as specified for initial submittal. Indicate on drawings all changes which have been made other than those requested by Owner.
 - B. Product Data and Samples:
 - Submit new datum and samples as required for initial submittal.
 - C. Make all resubmittals within 10 business days after date on Owner's stamp.
- 1.13 DISTRIBUTION OF SUBMITTALS AFTER REVIEW
- A. Distribute copies of shop drawings and project datum which carry Owner's stamp:
 - 1. Contractor's file

2. Job site file
 3. Record documents file
 4. Subcontractors
 5. Supplier
 6. Fabricator
- B. Distribute samples as directed.
- 1.14 OWNER'S ACTION
- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Owner will review each submittal, mark to indicate action taken, and return promptly.
1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: The Owner will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
1. Final Unrestricted Release: Where submittals are marked "Furnish as Submitted," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
 2. Final-But-Restricted Release: When submittals are marked "Furnish as Corrected," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
 3. Returned for Resubmittal: When submittal is marked "Revise and Resubmit", do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 4. Returned, Improper Submittal: When submittal is marked "Rejected" do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication delivery or other activity. The submittal does not conform with project requirements. Prepare a new submittal without delay.
 5. Do not permit submittals marked "Rejected, Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.
 6. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action Not Required".

**PART 2 – PRODUCTS
(NOT APPLICABLE)**

**PART 3 – EXECUTION
(NOT APPLICABLE)**

END OF SECTION 01 30 00

**SECTION 01 50 00
TEMPORARY FACILITIES**

PART 1 - GENERAL

1.01 SUMMARY

- A. This section specifies administrative and procedural requirements for temporary services and facilities, including utilities, construction and support facilities, and security and protection.
 - 1. Contractor shall be solely responsible for adequacy of temporary facilities, including design and engineering thereof.
- B. Construction and support facilities required include but are not limited to:
 - 1. Temporary roadway paving and/or steel plates.
 - 2. Field offices and/or storage sheds.
 - 3. Sanitary facilities, including toilets and drinking water.
 - 4. Dewatering facilities and drains.
 - 5. Temporary enclosures.
 - 6. Waste disposal services.
 - 7. Rodent and pest control.
 - 8. Construction aids and miscellaneous general services and facilities.
- C. Security and protection facilities and services required include but are not limited to:
 - 1. Barricades, warning signs and lights.
 - 2. Enclosure fences.
 - 3. Environmental protection.

1.02 RELATED WORK

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.

1.03 QUALITY ASSURANCE

- A. Regulations: comply with local codes and ordinances of governing authorities having jurisdiction.
- B. Standards: contractor determines and complies with applicable standards for temporary and construction facilities.
- C. Inspections: arrange for authorities having jurisdiction to inspect and test each utility before use. Obtain required certification and permits.

1.04 PROJECT CONDITIONS

- A. Conditions of use: keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Do not overload temporary services or facilities, or permit them to interfere with construction progress. Do not allow hazardous, dangerous or unsanitary conditions or public nuisances to develop or persist on the site.
- B. Easements: obtain necessary easements for temporary facilities when required.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. General: provide new materials and equipment or undamaged previously used materials and equipment in serviceable condition. Provide materials and equipment suitable for the use intended.
- B. Water: provide potable water approved by local health authorities.
- C. First aid supplies: comply with governing regulations.
- D. Fire extinguishers: provide hand-carried, portable UL-rated, class "A" fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable UL-rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.
 - 1. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.
- E. Work zone traffic control: comply with IDOT 701 and 702.

PART 3 - EXECUTION

- 3.01 **INSTALLATION**
- A. Locate facilities where they will best serve the Project and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
 - B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
- 3.02 **TEMPORARY INSTALLATION**
- A. Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rains.
- 3.03 **TEMPORARY CONSTRUCTION AND SUPPORT FACILITY INSTALLATION**
- A. Storage and fabrication sheds (optional): install storage and fabrication sheds, sized, furnished and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces on the site.
 - B. Sanitary facilities: comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
 - 1. Provide self-contained, single-occupant toilet units of the chemical, aerated recirculation or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material.
 - 2. Provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility. Provide covered waste containers for used material.
 - C. Temporary enclosures: provide temporary enclosure for protection of construction in progress and completed from exposure, foul weather, other construction operations and similar activities.
 - 1. Where heat is needed, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and materials drying or curing requirements to avoid dangerous conditions and effects.
 - D. Temporary signs: prepare and install signs to inform the public and persons seeking entrance to the Project. Support on the posts or framing of preservative treated wood or steel. Do not permit installation of unauthorized signs.
 - E. Collection and disposal of waste: collect waste from project site daily. Comply with requirements of NFPA 241 for removal of combustible waste materials and debris. Enforce requirements strictly. Do not hold materials more than seven days during normal weather and three days when the temperature is expected to rise above 80 degrees Fahrenheit. Handle hazardous, dangerous or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.
- 3.04 **SHORING, BRACING AND UNDERPINNING (as required)**
- A. Provide shoring and bracing necessary to protect existing buildings, streets, walkways, utilities and other improvements and excavation against loss of ground or caving embankments. Maintain shoring and bracing. Remove temporary shoring and bracing when no longer required.
 - B. Whenever shoring is required, locate the system to clear permanent construction and to permit forming and finishing of concrete surfaces. Provide shoring system, adequately anchored and braced to resist earth and hydrostatic pressures.
 - C. Shoring systems retaining earth on which the support or stability of existing structure is dependent must be left in place at completion of work.
 - D. Maintain bracing until structural elements are rebraced by other bracing or until permanent construction is able to withstand lateral earth and hydrostatic pressures.
 - E. Remove sheeting, shoring and bracing in stages to avoid disturbance to underlying soils and damage to structures, pavements, facilities and utilities.
 - F. Repair or replace as acceptable by Owner, adjacent work damaged or displaced through the installation or removal of shoring and bracing work.
- 3.05 **SECURITY AND PROTECTION FACILITIES**
- A. Barricades, warning signs and lights: Comply with IDOT 701,702 and local code requirements. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.

- B. Environmental protection: provide environmental protection as outlined in Section 01 56 00 – TEMPORARY ENVIRONMENTAL CONTROLS.
 - C. Site security to be provided by the Contractor as required.
- 3.06 OPERATION, TERMINATION AND REMOVAL
- A. Supervision: enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
 - B. Maintenance: maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour a day basis where required to achieve indicated results and to avoid the possibility of damage.
 - C. Termination and removal: remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
 - D. Materials and facilities that constitute temporary facilities are the property of the Contractor.

END OF SECTION 01 50 00

**SECTION 01 60 00
MATERIALS AND EQUIPMENT**

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's selection of products for use in the Project.
- B. The Contractor's Construction Schedule and the Schedule of Submittals are included under Section 01 30 00 - SUBMITTALS.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.

1.03 DEFINITIONS

- A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms such are self-explanatory and have well recognized meanings in the construction industry.
 - 1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 2. "Named Products" are items identified by manufacturer's product name, including make or model designation, indicated in the manufacturer's published product literature, that is current as of the date of the Contract Documents.

1.04 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.
 - 1. When specified products are available only from sources that do not or cannot produce a quantity adequate to complete project requirements in a timely manner, consult with the Owner for a determination of the most important product qualities before proceeding. Qualities may include attributes relating to visual appearance, strength, durability, or compatibility. When a determination has been made, select products from sources that produce products that possess these qualities, to the fullest extent possible.
- B. Compatibility of Options: When the Contractor is given the option of selecting between two or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
 - 1. The Contractor is responsible for providing products and construction methods that are compatible with products and construction methods of subcontractors.
 - 2. If a dispute arises between the general Contractor and subcontractors over concurrently selectable, but incompatible products, the Owner will determine which products shall be retained and which are incompatible and must be replaced.
- C. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view.
 - 1. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface that is not conspicuous.
- D. Manufacturer's Instructions
 - 1. When contract documents specify that installation shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to all parties involved in the installation, including the Owner.
 - 2. Maintain one set of complete instructions with the Project Record Documents at the job site during installation and until completion.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.
 - 1. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, or theft.
 - 3. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
 - 4. Inspect products upon delivery to ensure compliance with the Contract Documents, and to ensure that products are undamaged and properly protected.
 - 5. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
 - 6. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
 - 7. Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.
- B. Arrange for transportation and deliveries of materials and equipment in accord with approved current construction schedules and in ample time to facilitate inspection prior to installation.
- C. Coordinate deliveries to avoid conflict with work and conditions at site:
 - 1. Work of other contractors or Owner, or their use of premises.
 - 2. Limitations of storage space.
 - 3. Availability of equipment and personnel for handling products.

PART 2 - PRODUCTS

2.01 PRODUCT SELECTION

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, unused at the time of installation.
 - 1. Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
 - 2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Comply with size, make, type and quality specified.
 - 4. Manufactured and fabricated products:
 - a. Design, fabricate and assemble in accord with best engineering and shop practices.
 - b. Manufacture like parts of duplicate units to standard interchangeable sizes.
 - c. Two or more items of the same kind shall be identical from the same manufacturer.
 - d. All system parts shall be from the same manufacturer to the greatest extent practical.
 - e. Adhere to equipment capacities, sizes and dimensions shown or specified unless variations are specifically approved by Change Order.
- B. Product Selection Procedures: Product selection is governed by the Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include the following:
 - 1. Proprietary Specification Requirements: Where only a single product or manufacturer is named, provide the product indicated. No substitutions will be permitted.
 - 2. Semi-proprietary Specification Requirements: Where two or more products or manufacturers are named, provide one of the products indicated. No substitutions will be permitted.
 - a. Where products or manufacturers are specified by name, accompanied by the term "or equal," or "or approved equal" comply with the Contract's provisions concerning "substitutions" to obtain approval for use of an unnamed product.

3. Non-Proprietary Specifications: When the Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
 4. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
 5. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements, and are recommended by the manufacturer for the application indicated. General overall performance of a product is implied where the product is specified for a specific application.
 - a. Manufacturer's recommendations may be contained in published product literature, or by the manufacturer's certification of performance.
 6. Compliance with Standards, Codes and Regulations: Where the Specifications only require compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes or regulations specified.
 7. Visual Matching: Where Specifications require matching an established Sample, the Owner's decision will be final on whether a proposed product matches satisfactorily.
 - a. Where no product available within the specified category matches satisfactorily and also complies with other specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product in another product category, or for noncompliance with specified requirements.
 8. Visual Selection: Where specified product requirements include the phrase "...as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Owner will select the color, pattern and texture from the product line selected.
- C. Deliver products in undamaged condition in original containers or packaging, with identifying labels intact and legible.
 - D. Clearly mark partial deliveries of component parts or assemblies or equipment to permit easy identification of parts and to facilitate assembly.
 - E. Immediately on delivery, inspect shipment to assure:
 1. Product complies with contract documents and Owner
 2. Quantities are correct.
 3. Containers and packages are intact and labels are legible.
 4. Products are properly protected and undamaged.

PART 3 - EXECUTION

3.01 INSTALLATION OF PRODUCTS:

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.
 1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- B. Provide equipment and personnel to handle products and equipment, including those furnished by the Owner. Prevent damage to products or packaging.
- C. Provide additional protection during handling to prevent scraping, marring or otherwise damaging products, equipment or surrounding surfaces.
- D. Handle products and equipment in manner to prevent bending or overstressing.
- E. Lift packages, equipment or components only at designated lift points.

END OF SECTION 01 60 00

**SECTION 01 63 00
SUBSTITUTIONS AND PRODUCT OPTIONS**

PART 1 - GENERAL

1.01 WORK INCLUDES

- A. Base all bids on providing all products exactly as specified.
- B. For products specified only by reference or performance standards, select any product which meets or exceeds standards, by any manufacturer, subject to the Owner's approval.
- C. For products specified by naming several products or manufacturers, select any product and manufacturer named.

1.02 RELATED WORK

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions, Special Provisions and all other Divisions of the Project Manual, apply to this Section.

1.03 SUBSTITUTIONS, BIDDER/CONTRACTOR OPTIONS

- A. Prior to Bid Opening: The Owner will consider written requests to amend the bidding documents to add products not specified provided such requests are received at least 10 calendar days prior to bid opening date. Requests received after that time will not be considered. When a request is approved, the Owner will issue an appropriate addendum not less than three (3) calendar days prior to bid opening date.
- B. With Bid: A bidder may propose substitutions with his bid by completing the Product Substitution List in the Bid Form, subject to the provisions stated thereon. The Owner will review Proposed Product Substitution List of low bidder and recommend approval or rejection by the Owner prior to award of contract.
- C. After Award of Contract: No substitutions will be considered after Notice of Award except under one or more of the following conditions:
 - 1. Substitution required for compliance with final interpretations of code requirement or insurance regulations.
 - 2. Unavailability of specified products, through no fault of the Contractor.
 - 3. Subsequent information discloses inability of specified product to perform properly or to fit in designated space.
 - 4. Manufacturer/fabricator refusal to certify or guarantee performance of specified product as specified.
 - 5. When a substitution would be substantially to Owner's best interest.

1.04 SUBSTITUTION REQUIREMENTS

- A. Submit three (3) copies of each request for substitution. Include in request:
 - 1. Complete data substantiating compliance of proposed substitution with contract documents.
 - 2. For products:
 - a. Product identification, including manufacturer's name and address.
 - b. Manufacturer's literature:
 - 1) Product description
 - 2) Performance and test data
 - 3) Reference standards
 - c. Samples
 - d. Name and address of similar projects on which product was used and dates of installation.
 - 3. For construction methods:
 - a. Detailed description of proposed method.
 - b. Drawings illustrating methods.
 - 4. Itemized comparison of proposed substitution with product or method specified.
 - 5. Data relating to changes in construction schedule.
 - 6. Identify:
 - a. Changes or coordination required.
 - b. Other contracts affected.
 - 7. Accurate cost data on proposed substitution in comparison with product or method specified.

- B. In making request for substitution, bidder/contractor represents:
1. He has personally investigated proposed product or method and determined that it is equal or superior in all respects to that specified.
 2. He will provide the same guarantee for substitution as for product or method specified.
 3. He will coordinate installation of accepted substitutions into the work, making all changes for work to be complete in all respects.
 4. Cost data is complete and includes all related costs under his contract, but excludes:
 - a. Owner's redesign.
 - b. Administrative costs of Owner.
 - c. Costs under separate contracts.
 5. He will pay all additional costs and expenses for Owner and other contractors.
- C. Substitutions will not be considered when:
1. They are indicated or implied on shop drawings or product data submittals without formal request submitted in accordance with this Section.
 2. Acceptance will require substantial revision of contract documents.

**PART 2 – PRODUCTS
(NOT APPLICABLE)**

**PART 3 – EXECUTION
(NOT APPLICABLE)**

END OF SECTION 01 63 00

**SECTION 01 70 00
PROJECT CLOSEOUT**

PART 1 - GENERAL

1.01 WORK INCLUDES

- A. Substantial completion, final completion, closeout submittals, and application for final payment.
- B. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
 - 1. Inspection procedures.
 - 2. Project record document submittal.
 - 3. Operating and maintenance manual submittal.
 - 4. Submittal of warranties.
 - 5. Final cleaning.
 - 6. Final payment.

1.02 RELATED WORK

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.

1.03 SUBSTANTIAL COMPLETION

- A. When the Contractor considers the work substantially complete, Contractor shall submit written declaration to the Owner that the work, or designated portion thereof, is substantially complete. Include list of items to be completed or corrected.
- B. Owner and Contractor will make an inspection within seven days after receipt of certification.
- C. Should the Owner consider that the work is substantially complete:
 - 1. The Owner will prepare and issue a Certificate of Substantial Completion, containing:
 - a. Date of Substantial Completion.
 - b. Punch list of items to be completed or corrected.
 - c. The time within which Contractor shall complete or correct work of listed items. All punch list items must be completed within 30 days of substantial completion.
 - d. Date and time Owner will assume possession of work or designated portion thereof.
 - e. Responsibilities of Owner and Contractor for:
 - (1.) Insurance
 - (2.) Utilities
 - (3.) Operation of mechanical, electrical and other systems.
 - (4.) Maintenance and cleaning.
 - (5.) Security
 - f. Signatures of Owner and Contractor
- D. Should the Owner consider that work is not substantially completed:
 - 1. The Owner shall immediately notify Contractor, in writing, stating reasons.
 - 2. The Contractor shall complete work and send a second written notice to Owner, certifying that project, or designated portion of project, is substantially complete.
 - 3. The Owner will re-inspect work.

1.04 FINAL INSPECTION

- A. When the Contractor considers the work complete, the Contractor shall submit written declaration to the Owner that the work is complete. Contractor shall submit written certification that:
 - 1. Contract documents have been reviewed.
 - 2. Project has been inspected for compliance with contract.
 - 3. Work has been completed in accord with contract.
 - 4. Equipment and systems have been tested in the Owner's presence and are operational.
 - 5. Project is completed, ready for final inspection.
- B. The Owner will make final inspection within seven days after receipt of certification.
- C. Should the Owner consider that work is finally complete in accord with Contract Document requirements, he shall request contractor to make project closeout submittals.
- D. Should the Owner consider that work is not finally complete:
 - 1. The Owner shall notify the Contractor, in writing, stating reasons.

2. The Contractor shall take immediate steps to remedy the stated deficiencies, and send second written notice to the Owner certifying that the work is complete.
 3. The Owner will re-inspect work.
- 1.06 CLOSEOUT SUBMITTALS
- A. Project Record Documents: In accordance with requirements of SECTION 01 72 00 - PROJECT RECORD DOCUMENTS.
 - B. Deliver evidence of compliance with requirements of governing authorities.
 - C. Deliver Certificate of Insurance for products and completed operations. Certificate shall include a evidence that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior notice has been given to the Contractor. Contractor shall include a written statement that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents.
 - D. Evidence of payments, release of liens
 1. Consent of Surety to Final Payment.
 2. Other data establishing payment or satisfaction of obligations including receipts, Contractor's releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and form as required by the City.
 3. Separate releases of waivers of liens for subcontractors, suppliers and others with lien rights against property of Owner together with list of those parties.
 4. Paid utility bills, if any.
 5. An affidavit that payrolls, bills for materials and equipment and other indebtedness connected to the work for which the City or the City's property might be responsible or encumbered (less any amounts withheld by City) have been paid or otherwise satisfied.
- 1.07 INSTRUCTION
- A. Instruct Owner's personnel in operation of all systems, mechanical, electrical and other equipment.
- 1.08 FINAL ADJUSTMENT OF ACCOUNTS
- A. Submit final statement of accounting to Owner.
 - B. Statement shall reflect all adjustments.
 1. Original contract sum.
 2. Additions and deductions resulting from:
 - a. Previous change orders.
 - b. Cash allowances.
 - c. Unit prices.
 - d. Other adjustments.
 - e. Deductions for uncorrected work.
 - f. Deductions for re-inspection payments.
 3. Total contract sum, as adjusted.
 4. Previous payments.
 5. Sum remaining due.
 - C. The Owner will prepare final change order, reflecting approved adjustments to contract sum not previously made by change orders.
- 1.09 FINAL APPLICATION FOR PAYMENT
- A. Contractor shall submit final application in accord with requirements of Conditions of Contract.
- 1.10 FINAL CERTIFICATE FOR PAYMENT
- A. The Owner will issue final certificate in accord with provisions of Conditions of contract.
 - B. Should final completion be materially delayed through no fault of the Contractor, the Owner may issue a Semi-Final Certificate of Payment, in accord with provisions of Conditions of Contract.

**PART 2 – PRODUCTS
(NOT APPLICABLE)**

**PART 3 – EXECUTION
(NOT APPLICABLE)**

END OF SECTION 01 70 00

**SECTION 01 71 00
CLEANING**

PART 1 - GENERAL

- 1.01 WORK INCLUDES
- A. Contractor shall maintain premises and public properties free from accumulations of waste, debris, and rubbish, caused by construction operations.
 - B. At completion of work, Contractor shall remove waste materials, rubbish, tools, equipment, machinery and surplus materials, clean all sight-exposed surfaces and leave project clean and ready for occupancy.
- 1.02 RELATED WORK
- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.
- 1.03 SAFETY REQUIREMENTS
- A. Standards: Maintain project in accord with following safety and insurance standards.
 - 1. Occupational Safety and Health Administration (OSHA).
 - B. Hazards Control:
 - 1. Store volatile wastes in covered metal containers and remove from premises daily.
 - 2. Prevent accumulation of wastes which create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.
 - C. Conduct cleaning and disposal operations to comply with Federal, State and local ordinances and anti-pollution laws.
 - 1. Do not burn or bury debris, rubbish or other waste materials on project site.
 - 2. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.
 - 3. Do not dispose of wastes into streams or waterways.

PART 2 - PRODUCTS

- 2.01 MATERIALS
- A. Select and use all cleaning materials and equipment with care to avoid scratching, marring, defacing, staining or discoloring surfaces cleaned.
 - B. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
 - C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

- 3.01 DURING CONSTRUCTION
- A. Execute cleaning to ensure that grounds and public properties are maintained free from accumulations of waste materials and rubbish.
 - B. Wet down materials and rubbish to lay dust and to prevent blowing dust.
 - C. At reasonable intervals during progress of work, clean site and public properties, and dispose of waste materials, debris and rubbish.
 - D. Provide on-site metal containers for collection of waste materials, debris and rubbish.
 - E. Remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off Owner's property.
 - F. Handle waste materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
 - G. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
- 3.02 FINAL CLEANING
- A. General: Provide final cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

- B. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces.
- C. Clean the Project site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste materials, litter and foreign substances. Sweep paved areas broom clean. Remove petro-chemical spills, stains and other foreign deposits. Rake grounds that are neither planted nor paved, to a smooth even-textured surface.
 - 1. Remove tools, construction equipment, machinery and surplus material from the site.
 - 2. Clean exposed exterior hard-surfaced finishes to a dirt-free condition, free of stains, films and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - 3. Remove debris and surface dust from limited access spaces.
 - 4. Remove labels that are not permanent labels.
 - 5. Touch-up and otherwise repair and restore marred exposed finishes and surfaces. Replace finishes and surfaces that can not be satisfactorily repaired or restored, or that show evidence of repair or restoration. Do not paint over "UL" and similar labels, including mechanical and electrical name plates.
 - 6. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - 7. Leave the Project clean and ready for occupancy.
- E. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.
- F. Broom clean paved surfaces; rake clean other surfaces on grounds.
- G. Maintain cleaning until project, or designated portion thereof, is occupied by Owner.

END OF SECTION 01 71 00

**SECTION 01 72 00
PROJECT RECORD DOCUMENTS**

PART 1 - GENERAL

1.01 WORK INCLUDES

- A. Maintenance of Documents
- B. Contractor shall:
 - 1. At project site, maintain one (1) copy of:
 - (a.) Contract drawings.
 - (b.) Project Manual.
 - (c.) Interpretations and supplemental instructions.
 - (d.) Addenda.
 - (e.) Reviewed, approved shop drawings and product data.
 - (f.) Other modifications to contract.
 - (g.) Field test records.
 - (h.) All schedules.
 - (i.) Correspondence file.
 - (j.) Change Orders
 - 2. Provide files and racks for document storage.
 - 3. File documents in format in accord with Project Manual Table of Contents.
 - 4. Maintain documents in clean, dry, legible condition.
 - 5. Do not use record documents for field construction purposes.
 - 6. Make documents available at all times for inspection by Owner.
 - 7. Furnish one (1) additional as-built record set of contract documents at the completion of the project. This set is not to be the set kept and updated periodically at the job site, but a clean set free of extraneous markings, notations, and erasures showing on a record of final conditions. Provide as-built record set in both PDF and AutoCAD formats.

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.

1.03 MARKING DEVICES

- A. Provide ballpoint pens, red color.

1.04 RECORDING

- A. Label each document "PROJECT RECORD DOCUMENTS" in 2" high printed letters.
- B. Keep record documents current, updated not less often than monthly.
- C. Do not permanently conceal any work until specified information has been recorded.
- D. Contract drawings: Legibly mark to record actual construction:
 - 1. Depths of various elements of foundation in relation to adjacent ground elevations.
 - 2. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
 - 3. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by change order.
 - 6. Details not on original contract drawings.
- E. Specifications and addenda: Legibly mark-up each section to record:
 - 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 - 2. Changes made by change order or field order.
 - 3. Other matters not originally specified.
- F. Shop drawings: Maintain as record documents; legibly annotate drawings to record changes made after review.

1.05 SUBMITTAL

- A. At completion of project, deliver record documents to Owner.
- B. Accompany submittal with transmittal letter, in duplicate, containing:
 - 1. Date.

2. Project title and number.
3. Contractor's name and address.
4. Title and number of each record document.
5. Certification that each document submitted is complete and accurate.
6. Signature of contractor, or his authorized representative.

**PART 2 - PRODUCTS
(NOT APPLICABLE)**

**PART 3 - EXECUTION
(NOT APPLICABLE)**

END OF SECTION 01 72 00

**SECTION 01 73 00
OPERATING AND MAINTENANCE DATA**

PART 1 - GENERAL

- 1.01 WORK INCLUDES
- A. Contractor shall:
1. Compile product data and related information appropriate for Owner's maintenance and operation of products and equipment provided under the Contract.
 2. Instruct Owner's personnel in operation and maintenance of products, equipment and systems.
- 1.02 RELATED REQUIREMENTS
- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.
- 1.03 QUALITY ASSURANCE
- A. Maintenance Manual Preparation: In preparation of Maintenance Manuals, use personnel thoroughly trained and experienced in operation and maintenance of the equipment or system involved.
1. Where written instructions are required, use personnel skilled in technical writing to the extent necessary for communication of essential data.
 2. Where Drawings or diagrams are required, use draftsmen capable of preparing Drawings clearly in an understandable format.
- B. Instructions for the Owner's Personnel: For instruction of the Owner's operating and maintenance personnel, use experienced instructors thoroughly trained and experienced in the operation and maintenance of the equipment or system involved.
- 1.04 SUBMITTALS
- A. Form: Manufacturer's standard product or equipment data of same type and form furnished to manufacturer's maintenance personnel.
- B. Provide sturdy manila or kraft envelope, properly labelled, of sufficient size to contain all submittals.
- C. Submit one copy of data in final form at least fifteen days before final inspection. This copy will be returned within fifteen days after final inspection, with comments.
1. After final inspection make corrections or modifications to comply with the Owner's comments. Submit the specified number of copies of each approved manual to the Owner within fifteen days of receipt of the Owner's comments.
- D. Form of Submittal: Prepare operating and maintenance manuals in the form of an instructional manual for use by the Owner's operating personnel. Organize into suitable sets of manageable size. Where possible, assemble instructions for similar equipment into a single binder.
- E. Binders: For each manual, provide heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, in thickness necessary to accommodate contents, sized to receive 8-1/2" by 11" paper. Provide a clear plastic sleeve on the spine, to hold labels describing the contents. Provide pockets in the covers to receive folded sheets.
- F. Text Material: Where written material is required as part of the manual use the manufacturer's standard printed material, or if it is not available, specially prepared data, neatly typewritten, on 8-1/2" by 11", 20 pound white bond paper.
- G. Drawings: Where drawings or diagrams are required as part of the manual, provide reinforced punched binder tabs on the drawings and bind in with the text.
- 1.04 MANUAL CONTENT
- A. Neatly typewritten table of contents for each volume, arranged in systematic order. Follow Project Manual format.
- B. In each manual include information specified in the individual Specification Section, and the following information for each major component of equipment and its controls:
1. General system or equipment description.
 2. Design factors and assumptions.
 3. Copies of applicable Shop Drawings and Product Data.
 4. System or equipment identification, including:
 - a. Name of manufacturer.

- b. Model number.
 - c. Serial number of each component.
 - 5. Operating instructions.
 - 6. Emergency instructions.
 - 7. Wiring diagrams.
 - 8. Inspection and test procedures.
 - 9. Maintenance procedures and schedules.
 - 10. Precautions against improper use and maintenance.
 - 11. Copies of warranties.
 - 12. Repair instructions including spare parts listing.
 - 13. Sources of required maintenance materials and related services.
 - 14. Manual Index.
 - 15. Contractor, name of responsible principal, address and telephone number
 - 16. List with each product, the name, address and telephone number of:
 - a. Subcontractor
 - b. Maintenance contractor, as appropriate.
 - c. Identify area of responsibility of each
 - d. Local supply source for parts and replacement.
- C. Organize each manual into separate Sections for each piece of related equipment. As a minimum each manual shall contain a title page, a table of contents, copies of Product Data, supplemented by drawings and written text, and copies of each warranty, bond and service Contract issued.
- D. General Information: Provide a general information Section immediately following the Table of Contents, listing each product included in the manual, identified by product name. Under each product, list the name, address, and telephone number of the Subcontractor or installer, and the maintenance contractor. Clearly delineate the extent of responsibility of each of these entities. In addition, list a local source for replacement parts and equipment.
- E. Product Data: Where manufacturer's standard printed data is included in the manuals, include only sheets that are pertinent to the part or product installed. Mark each sheet to identify each part or product included in the installation. Where more than one item in a tabular format is included, identify each item, using appropriate references from the Contract Documents. Identify data that is applicable to the installation and delete references to information that is not applicable.
- F. Written Text: Where manufacturer's standard printed data is not available, and information is necessary for proper operation and maintenance of equipment or systems, or it is necessary to provide additional information to supplement data included in the manual, prepare written text to provide necessary information. Organize the text in a consistent format under separate headings for different procedures. Where necessary, provide a logical sequence of instruction for each operating or maintenance procedure.
- G. Drawings: Provide specially prepared drawings where necessary to supplement manufacturer's printed data to illustrate the relationship of component parts of equipment or systems, or to provide control or flow diagrams. Coordinate these drawings with information contained in Project Record Drawings to assure correct illustration of the completed installation.
- H. Do not use original Project Record Documents as part of the Operating and Maintenance Manuals.
- I. Warranties, Bonds and Service Contracts: Provide a copy of each warranty, bond or service contract in the appropriate manual for the information of the Owner's operating personnel. Provide written data outlining procedures to be followed in the event of product failure. List circumstances and conditions that would affect validity of the warranty or bond.
 - 1. Contractor, name of responsible principal, address and telephone number.
 - 2. List of each product specified to be included, indexed to volume content.
 - 3. List with each product, the name, address and telephone number of:
 - a. Subcontractor.
 - b. Maintenance contractor, as appropriate.
 - c. Identify area of responsibility of each.
 - d. Local supply source for parts and replacement.
- J. Product Data:
 - 1. Include only sheets pertinent to specific product.
 - 2. Annotate each sheet to:
 - a. Clearly identify specific product or part installed.

- b. Clearly identify data applicable to installation.
 - c. Delete references to inapplicable installation.
 - K. Drawings:
 - 1. Supplement product data with drawings to clearly illustrate relationship of component parts of equipment and systems and control and flow diagrams.
 - 2. Coordinate drawings with information in Product Record Documents to assure correct illustration of completed installation.
 - 3. Do not use Project Record Documents as maintenance drawings.
 - L. Written text to supplement product data for particular installation:
 - 1. Organize in consistent format under separate headings for different procedures.
 - 2. Provide logical sequence of instructions for each procedure.
 - M. Copy of each warranty, bond and service contract issued.
 - 1. Provide information sheet for Owner personnel. Give:
 - a. Proper procedures in event of failure.
 - b. Instances which might affect validity of warranties or bonds.
- 1.05 **MANUAL FOR MATERIALS AND FINISHES**
- A. Submit two (2) copies of complete manual in final form.
 - B. Refer to individual Specification Sections for additional requirements on care and maintenance of materials and finishes.
 - C. Content for products, applied materials and finishes:
 - 1. Manufacturer's data, giving full information on products.
 - a. Catalog number, size, composition.
 - b. Color and texture designations.
 - c. Information for re-ordering special-manufactured products.
 - 2. Instructions for care and maintenance.
 - a. Manufacturer's recommendations for types of cleaning agents and methods.
 - b. Cautions against cleaning agents and methods detrimental to product.
 - c. Recommended cleaning and maintenance schedule.
 - D. Moisture-Protection and Weather-Exposed Products: Provide complete manufacturer's data with instructions on inspection, maintenance and repair of products exposed to the weather or designed for moisture-protection purposes.
 - E. Manufacturer's Data: Provide manufacturer's data giving detailed information, including the following, as applicable:
 - 1. Applicable standards.
 - 2. Chemical composition.
 - 3. Installation details.
 - 4. Inspection procedures.
 - 5. Maintenance information.
 - 6. Repair procedures.

**PART 2 - PRODUCTS
(NOT APPLICABLE)**

**PART 3 - EXECUTION
(NOT APPLICABLE)**

END OF SECTION 01 73 00

**SECTION 01 74 00
WARRANTIES AND BONDS**

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
 - 1. Warranties for the Work and products and installations of each Contractor shall be one (1) year unless specified otherwise on the Drawings or in the individual Sections of Divisions 2 through 16.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and Contractors required to countersign special warranties with the Contractor.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.

1.03 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requires of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights or remedies.
 - 1. Rejection of Warranties: The Owner reserves the rights to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- E. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.
- F. For specific warranty requirements related to landscape materials, refer to the applicable Section.

1.04 SUBMITTALS

- A. Submit written warranties to the Owner prior to the date certified for Substantial Completion. If the Owner's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Owner.
 - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Owner within fifteen days of completion of that designated portion of the Work.
- B. Form of Submittal: At Final Completion, compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, Subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

- C. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
 2. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the project title or name, and the name of the Contractor.
 3. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

**PART 2 - PRODUCTS
(NOT APPLICABLE)**

**PART 3 - EXECUTION
(NOT APPLICABLE)**

END OF SECTION 01 74 00

**SECTION 32 13 13
PORTLAND CEMENT CONCRETE PAVING**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes Portland cement concrete paving required to complete the project.

1.2 SUBMITTALS

- A. Laboratory Test Reports: Submit 2 copies of laboratory test reports to concrete materials and mix design tests.
- B. Delivery Tickets: Submit copies of delivery tickets for each load of concrete delivered to the site.
- C. Product Data: Submit copies of manufacturer's specifications with application and installation instructions for proprietary materials and items upon request.

1.3 QUALITY ASSURANCE

- A. Perform work in accord with the current IDOT Standard Specifications for Road and Bridge Construction.
- B. Obtain materials from same source throughout.
- C. Regulatory Requirements:
 - 1. Illinois Steel Products Procurement Act as amended (Illinois Revised Statutes, Ch. 48, par. 1901 et. seq.).
- D. Concrete Testing Service:
 - 1. The Contractor will employ a separate testing laboratory to perform initial field quality control testing.
 - 2. Materials and installed Work may require testing and retesting at any time during the progress of the Work. Allow free access to material stockpiles and facilities at all times. Retesting of rejected materials and installed Work shall be done at the Contractor's expense.
 - 3. Three concrete test cylinders shall be taken for every 75 or less cu. yds. of each class of concrete placed each day.
 - 4. One additional test cylinder shall be taken during cold weather and be cured on site under same conditions as concrete it represents.
 - 5. One slump test shall be taken for each set of test cylinders taken.

PART 2 - PRODUCTS

2.1 FORM MATERIALS

- A. Comply with IDOT SSRBC, Article 803.04.

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2.2 REINFORCEMENT

- A. Reinforcing steel: ASTM A 615: Grade 60, epoxy coated.
- B. Welded steel wire fabric: Plain type, ASTM A 185; rolls; epoxy coated.
- C. Tie wire: Annealed steel, minimum 16 gauge size.
- D. Dowels: ASTM A 615; Grade 40, plain steel, epoxy coated.

2.3 ACCESSORIES

- A. Curing compound: Comply with IDOT SSRBC, Article 718.04. Also see Part 3.09 Curing.
- B. Liquid surface sealer. ASTM D 3405.
- C. Preformed joint filler: ASTM D 1751.

2.4 ADMIXTURES

- A. Air entrainment admixture: Comply with ASTM C 260.
- B. Chemical admixture: Comply with ASTM C 94.

2.5 CONCRETE MIX

- A. Mix concrete in accordance with IDOT SSRBC, Section 1020, for Class PV Type III Concrete. Also mix in accordance with Section 1020.11.
- B. Provide concrete for paving of the following characteristics:
 - 1. Compressive strength:
 - a. At 3 days: 3500 psi.
- C. Use accelerating admixtures in cold weather only with Owner prior written approval. Use of admixtures will not relax cold weather placement requirements.
- D. Add air entraining agent to concrete mix for concrete work subject to freeze/thaw cycling and exposed to exterior.

PART 3 - EXECUTION

3.1 SUBGRADE PREPARATION

- A. Prepare in accordance with IDOT SSRBC, Section 301.
- B. Provide additional fill for soft spots and hollows.
- C. Level and Compact subgrade, to receive granular base for concrete work, to 95% Modified Proctor Density.

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3.2 CONCRETE PLACING

- A. Place all paving concrete in accordance with IDOT SSRBC, Section 420.
- B. Place concrete for sidewalks in accordance with IDOT SSRBC, Section 424.
- C. Cure concrete in accordance with IDOT SSRBC, Section 420.

3.3 INSPECTION

- A. The Testing Laboratory shall verify that the compacted base is ready to support paving and imposed loads.
- B. Verify gradients and elevations of base are correct.
- C. Start of installation constitutes acceptance of existing conditions.

3.4 PREPARATION

- A. Moisten base to minimize absorption of water from fresh concrete.
- B. Notify Owner minimum 48 hours before start of concreting operations.

3.5 FORMING

- A. Place and secure forms to correct location, dimensions and profile.
- B. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
- C. Place joint fillers vertical in position, in straight lines. Secure to formwork during concrete placement.

3.6 REINFORCEMENT

- A. Place reinforcement at mid-height of slabs-on-grade.
- B. Interrupt reinforcement at contraction and expansion joints.
- C. Place reinforcement to achieve slab and curb alignment as detailed.
- D. Provide dowelled joints at interruptions of concrete with one end of dowel set in capped sleeve to allow longitudinal movement.

3.7 FORMED JOINTS

- A. Place expansion, control and contraction joints as shown on the drawings. Align curb, gutter and sidewalk joints.
- B. All expansion joints in concrete paving, sidewalk paving, and curb shall be sealed per IDOT SSRBC.
- C. Place joint filler between paving components and building (s) or other appurtenances. Recess top of filler 1/2 inch for sealer placement.
- D. Provide scored, joints at 5 feet intervals of sidewalk except where otherwise shown.

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3.8 CURING

- A. Curing and protection shall be as outlined in IDOT Section 1022. Color lithochrome color wax matching the colored concrete as manufactured by L.M. Schofield Company or approved equal, and applied in accordance with the manufacturer's written instructions; or white pigmented curing compound as outlined in IDOT Section 1022 are the preferred curing methods. White-opaque polyethylene film shall not be accepted as a curing method.

3.9 FINISHING

- A. Area paving: Light broom, radiused and trowel joint edges, wood float.
- B. Sidewalk paving: Light broom, radiused and trowel joints edges, wood float.
- C. Curbs and gutters: Light broom.
- D. Place curing compound on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer's current printed instructions.

3.10 PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessive hot or cold temperatures and mechanical injury. Maintain protection until accepted.

3.11 FIELD QUALITY CONTROL

- A. Maintain record of placed concrete items. Record date, location of pour, quantity, air temperature and test samples taken.
- B. Initial Testing: The Contractor will employ a separate testing laboratory to perform field quality control testing and pay for this testing within the base bid price.
- C. Additional Tests: The testing service will make additional tests of in-place concrete when test results indicate the specified concrete strengths and other characteristics have not been attained in the structure, as directed by the Owner. The Contractor shall pay for such tests conducted, and any other additional testing as may be required, when unacceptable concrete is verified.
- D. Formed Concrete Dimensional Tolerances:
 - 1. Formed concrete having any dimension smaller or greater than required, and outside the specified tolerance limits, will be considered deficient in strength and subject to additional testing as herein specified.
 - 2. Formed concrete having any dimension greater than required will be rejected if the appearance or function of the structure is adversely affected, or if the larger dimensions interfere with other construction. Repair, or remove and replace rejected concrete as required to meet the construction conditions. When permitted, accomplish the removal of excessive material in a manner to maintain the strength of the section without affecting function and appearance.
 - 3. Construction for ADAAG accessible walks, pavement surfaces, and areas shall have tolerance limits in accordance with local and federal regulations (whichever is more stringent).
- E. Defective Work: Concrete work which does not conform to the specified requirements, including strength, tolerances, and finishes, shall be corrected at the Contractor's expense,

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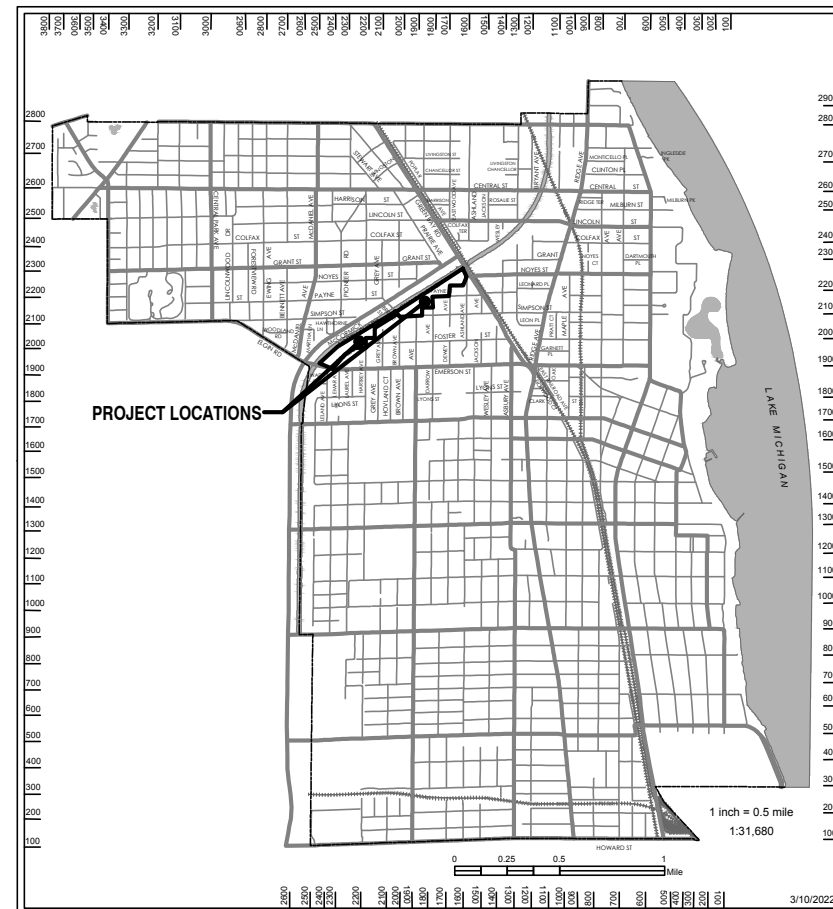
without extension of time therefore. The Contractor shall also be responsible for the cost of corrections to any other work affected by or resulting from corrections to the concrete work.

3.12 RESTORATION

- A. Restore all areas damaged during construction with 4" of topsoil, bluegrass/rye/fescue seed mix and stabilizing mulch.

END OF SECTION

CITY OF EVANSTON BUTLER AND TWIGGS PARK ELECTRICAL IMPROVEMENT BID NUMBER 22-55



PROJECT LOCATION MAP

CITY OF EVANSTON
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slevine@cityofevanston.org

CCJM ENGINEERS, LTD.
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312-626-2983
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IMPROVEMENT

DATE	8/11/22
JOB No.	2217-018
SHEET No.	G-00

POWER SYMBOLS

CEILING MOUNTED	WALL MOUNTED	FLOOR BOX	POKE-THROUGH	
				DUPLEX RECEPTACLE
				DOUBLE DUPLEX RECEPTACLE
				DUPLEX RECEPTACLE CRITICAL BRANCH
				DOUBLE DUPLEX RECEPTACLE - CRITICAL BRANCH
				DUPLEX RECEPTACLE - SPLIT WIRED
				DOUBLE DUPLEX RECEPTACLE - SPLIT WIRED
				JUNCTION BOX WITH FLEXIBLE CONDUIT TO FINAL EQUIPMENT OR FURNITURE SYSTEM POWER CONNECTION.

WP XX ADJACENT LETTERS IN THE ABOVE INDICATE THE FOLLOWING:

"XX"	CIRCUIT NUMBER
"EP"	EXPLOSION PROOF
"GFI"	GROUND FAULT CIRCUIT INTERRUPTER
"IG"	ISOLATED GROUND
"TR"	TAMPER RESISTANT (SAFETY-TYPE)
"TVSS"	TRANSIENT VOLTAGE SURGE SUPPRESSION
"WP"	WATER PROOF
"XX"	CIRCUIT NUMBER

	DUPLEX RECEPTACLE -- MOUNTED 6" ABOVE COUNTER
	SPECIAL OUTLET. SEE SPECIAL OUTLET SCHEDULE FOR MORE INFORMATION.
	TYPICAL SPECIAL OUTLET. SEE SPECIAL OUTLET SCHEDULE FOR MORE INFORMATION.
	PUSH BUTTON STATION
	THERMOSTAT
	MANUAL MOTOR CONTROL

"XX"	CIRCUIT NUMBER
"K"	KEY OPERATED
"PL"	PILOT LIGHT
"TH"	THERMAL OVERLOAD PROTECTION
"2P"	2 POLE SWITCH
"3P"	3 POLE SWITCH

GENERAL NOTES

- ALL THE FOLLOWING NOTES APPLIES TO ALL ELECTRICAL DRAWINGS.
1. THE CONTRACTOR SHALL PROVIDE ALL LABOR AND MATERIAL NECESSARY FOR A COMPLETE AND FUNCTIONING ELECTRICAL SYSTEM.
 2. MATERIALS AND INSTALLATION SHALL COMPLY WITH CODES, LAWS AND ORDINANCES OF FEDERAL, STATE AND LOCAL GOVERNING BODIES HAVING JURISDICTION.
 3. MATERIALS AND EQUIPMENT SHALL BE LISTED AND/OR LABELED BY U.L., ETL, CSA OR ANOTHER RECOGNIZED TESTING LAB.
 4. THE CONTRACTOR SHALL SECURE ALL PERMITS, GOVERNMENTAL FEES AND LICENSES NECESSARY FOR PROPER EXECUTION AND COMPLETION OF THE ELECTRICAL WORK.
 5. THE CONTRACTOR SHALL PREPARE AND SUBMIT SHOP DRAWINGS TO GOVERNMENTAL AGENCIES AND UTILITY COMPANIES FOR THEIR APPROVAL WHEN IT IS REQUIRED TO SECURE PERMIT.
 6. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER OF ANY MATERIALS OR APPARATUS BELIEVED TO INADEQUATE, UNSUITABLE, VIOLATION OF LAWS, ORDINANCES, RULES OR REGULATIONS OF AUTHORITIES HAVING JURISDICTION.
 7. THE CONTRACTOR SHALL CAREFULLY EXAMINE THE CONTRACT DOCUMENTS, VISIT THE SITE, AND THOROUGHLY BECOME FAMILIAR WITH THE BUILDING STANDARDS AND LOCAL CONDITIONS RELATING TO THE WORK. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF THE OBLIGATIONS OF THE CONTRACT.
 8. ALL MATERIALS, AND EQUIPMENT SHALL BE ERECTED, INSTALLED, CONNECTED, CLEANED ADJUSTED, TESTED, CONDITIONED, AND PLACED IN SERVICE IN ACCORDANCE WITH THE MANUFACTURER'S DIRECTIONS AND RECOMMENDATIONS.
 9. ALL CUTTING, DRILLING AND PATCHING OF MASONRY STEEL OR IRON WORK BELONGING TO THE BUILDING MUST BE DONE BY THIS CONTRACTOR IN ORDER THAT THEIR WORK MAY BE PROPERLY INSTALLED, BUT UNDER NO CONDITIONS MAY STRUCTURAL WORK BE CUT, EXCEPT AT THE DIRECTIONS OF THE ARCHITECT/ENGINEER OR THEIR REPRESENTATIVE.
 10. PROVIDE "AS-BUILT" DRAWINGS AND SUBMIT FOR APPROVAL TO THE ARCHITECT/ENGINEER.
 11. EXCEPT AS NOTED OTHERWISE, ALL WORK REQUIRED FOR THE INSTALLATION, INCLUDING LABOR, EQUIPMENT AND MATERIALS SHALL BE IN STRICT COMPLIANCE WITH THE BUILDING STANDARDS.
 12. PROVIDE COMPLETE METAL RACEWAY SYSTEMS AND ENCLOSURES FOR ALL LIGHTING/ POWER/SIGNAL WIRING THROUGHOUT THE EXTENT OF THE REQUIRED SYSTEMS.
 13. MINIMUM CONDUIT SIZE SHALL BE 3/4" C. ALL WIRES AND CABLES SHALL BE INSTALLED IN CONDUIT SYSTEM. ALL CONDUITS SHALL BE GRC (GALVANIZED RIGID STEEL CONDUIT)
 14. NUMBERED CIRCUITS ARE CREATED FOR THE CONVENIENCE OF DESIGN ONLY. DESIGN INTENT MUST BE FOLLOWED THROUGHOUT, INDICATE THE CIRCUIT NUMBERS USED ON THE "AS-BUILT" DRAWINGS.
 15. ELECTRICAL CONTRACTOR SHALL FURNISH AND INSTALL ALL NECESSARY WIRING, RACEWAY, BOXES, AND RECEPTACLES FOR A COMPLETE ELECTRICAL INSTALLATION. PROVIDE CIRCUITS AS REQUIRED VIA JUNCTION BOXES WITH FLEXIBLE CONDUIT CONNECTIONS. COORDINATE ALL JUNCTION BOX LOCATIONS WITH ARCHITECT, FURNITURE LAYOUT, AND STRUCTURAL BEAMS PRIOR TO WORK.
 16. PROVIDE #12 AWG WIRING FOR ALL 20A GENERAL PURPOSE CIRCUITS LESS THAN 100 FEET AND #10 AWG WIRING FOR ALL 20A GENERAL PURPOSE CIRCUITS LONGER THAN 100 FEET. THIN FOR ABOVE GROUND INSTALLATION AND XHHN FOR UNDERGROUND INSTALLATION.
 17. MINIMUM WIRE SIZE IS #12 UNLESS NOTED OTHERWISE.
 18. ALL LIGHT FIXTURES AT SUSPENDED CEILINGS ARE TO BE PROPERLY SUPPORTED IN ACCORDANCE WITH NEC.
 19. CONTRACTOR SHALL CONTACT J.U.I.E. PRIOR TO ANY DIGGING OR GROUND WORK. VERIFY EXISTING UTILITIES AND PREVENT ANY ACCIDENTAL DAMAGE.

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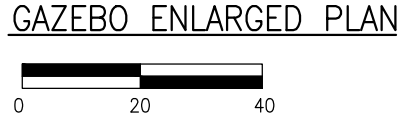
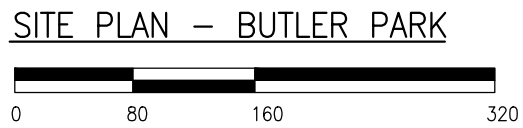
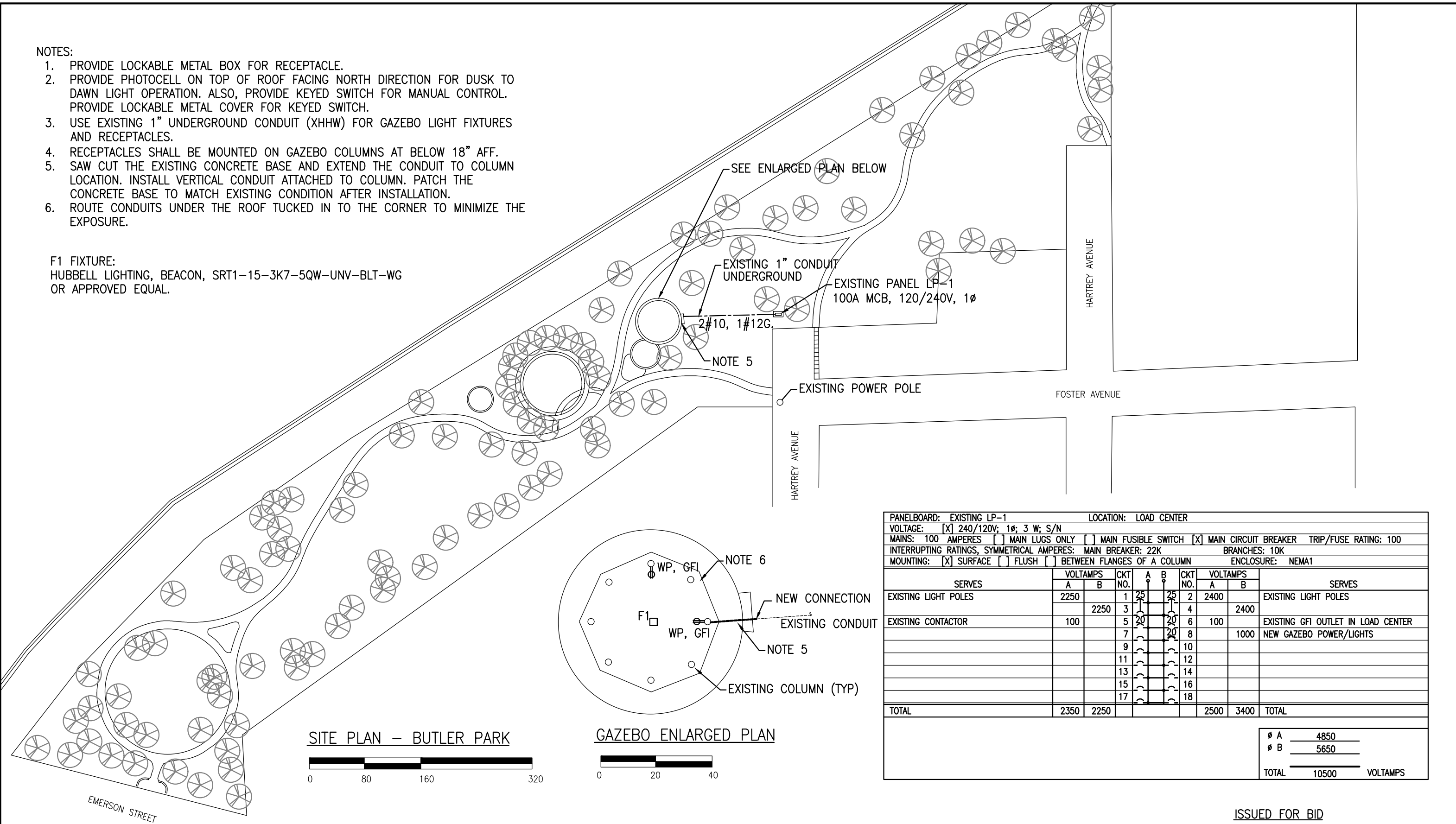
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JOB No.	2217-018
SHEET No.	E-00

NOTES:

1. PROVIDE LOCKABLE METAL BOX FOR RECEPTACLE.
2. PROVIDE PHOTOCELL ON TOP OF ROOF FACING NORTH DIRECTION FOR DUSK TO DAWN LIGHT OPERATION. ALSO, PROVIDE KEYED SWITCH FOR MANUAL CONTROL. PROVIDE LOCKABLE METAL COVER FOR KEYED SWITCH.
3. USE EXISTING 1" UNDERGROUND CONDUIT (XHHW) FOR GAZEBO LIGHT FIXTURES AND RECEPTACLES.
4. RECEPTACLES SHALL BE MOUNTED ON GAZEBO COLUMNS AT BELOW 18" AFF.
5. SAW CUT THE EXISTING CONCRETE BASE AND EXTEND THE CONDUIT TO COLUMN LOCATION. INSTALL VERTICAL CONDUIT ATTACHED TO COLUMN. PATCH THE CONCRETE BASE TO MATCH EXISTING CONDITION AFTER INSTALLATION.
6. ROUTE CONDUITS UNDER THE ROOF TUCKED IN TO THE CORNER TO MINIMIZE THE EXPOSURE.

F1 FIXTURE:
 HUBBELL LIGHTING, BEACON, SRT1-15-3K7-5QW-UNV-BLT-WG
 OR APPROVED EQUAL.



PANELBOARD: EXISTING LP-1				LOCATION: LOAD CENTER					
VOLTAGE: <input checked="" type="checkbox"/> 240/120V; 1Ø; 3 W; S/N									
MAINS: 100 AMPERES <input type="checkbox"/> MAIN LUGS ONLY <input type="checkbox"/> MAIN FUSIBLE SWITCH <input checked="" type="checkbox"/> MAIN CIRCUIT BREAKER TRIP/FUSE RATING: 100									
INTERRUPTING RATINGS, SYMMETRICAL AMPERES: MAIN BREAKER: 22K BRANCHES: 10K									
MOUNTING: <input checked="" type="checkbox"/> SURFACE <input type="checkbox"/> FLUSH <input type="checkbox"/> BETWEEN FLANGES OF A COLUMN ENCLOSURE: NEMA1									
SERVES	VOLTAMPS		CKT NO.	A B		CKT NO.	VOLTAMPS		SERVES
	A	B		A	B		A	B	
EXISTING LIGHT POLES	2250		1	25	25	2	2400		EXISTING LIGHT POLES
		2250	3			4		2400	
EXISTING CONTACTOR	100		5	20	20	6	100		EXISTING GFI OUTLET IN LOAD CENTER
			7		20	8		1000	NEW GAZEBO POWER/LIGHTS
			9			10			
			11			12			
			13			14			
			15			16			
			17			18			
TOTAL	2350	2250					2500	3400	TOTAL
Ø A <u>4850</u> Ø B <u>5650</u> TOTAL 10500 VOLTAMPS									

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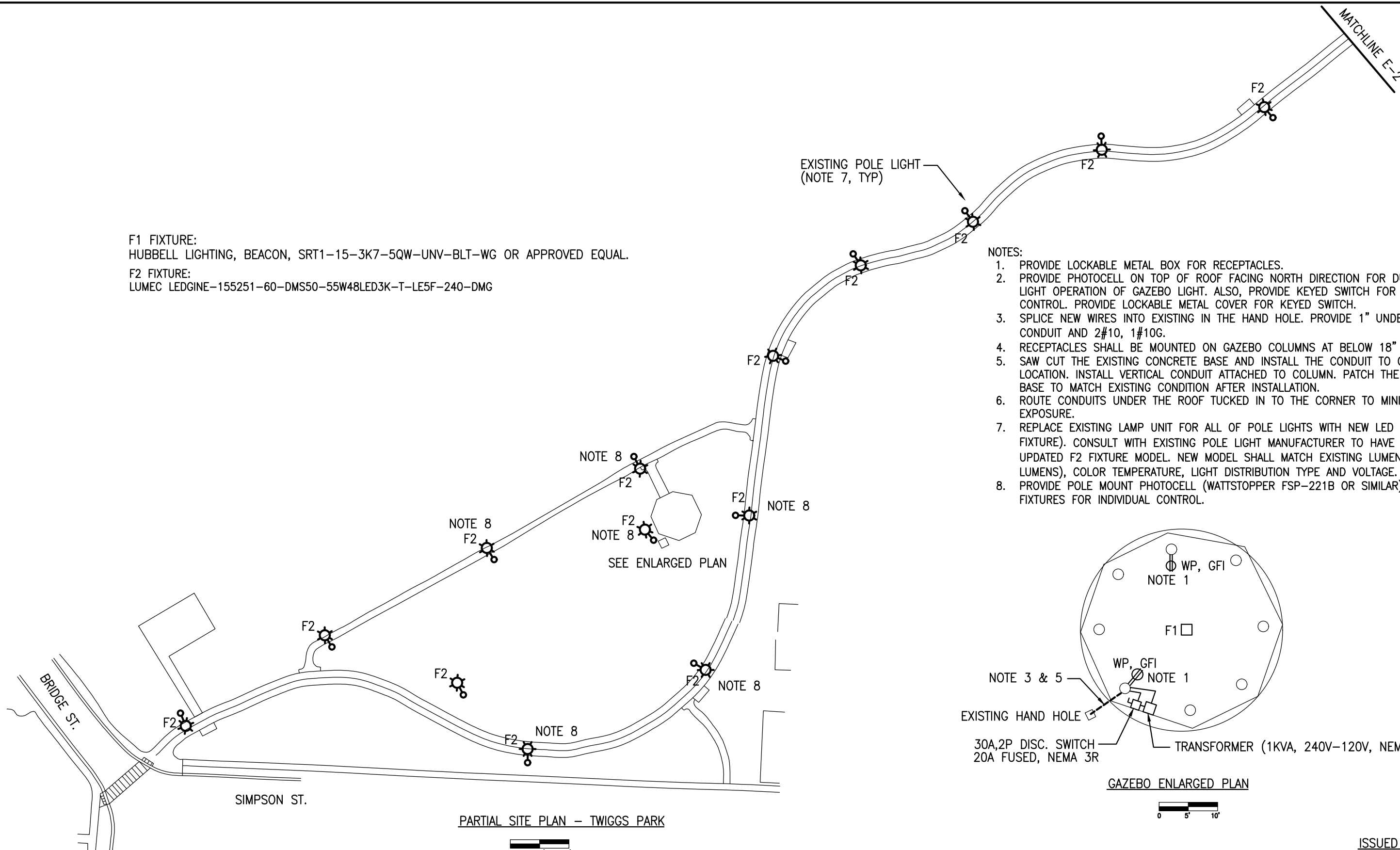
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 2217-018
 SHEET No.
 E-01

F1 FIXTURE:
 HUBBELL LIGHTING, BEACON, SRT1-15-3K7-5QW-UNV-BLT-WG OR APPROVED EQUAL.
 F2 FIXTURE:
 LUMEC LEDGINE-155251-60-DMS50-55W48LED3K-T-LE5F-240-DMG

NOTES:

1. PROVIDE LOCKABLE METAL BOX FOR RECEPTACLES.
2. PROVIDE PHOTOCELL ON TOP OF ROOF FACING NORTH DIRECTION FOR DUSK TO DAWN LIGHT OPERATION OF GAZEBO LIGHT. ALSO, PROVIDE KEYED SWITCH FOR MANUAL CONTROL. PROVIDE LOCKABLE METAL COVER FOR KEYED SWITCH.
3. SPLICE NEW WIRES INTO EXISTING IN THE HAND HOLE. PROVIDE 1" UNDERGROUND CONDUIT AND 2#10, 1#10G.
4. RECEPTACLES SHALL BE MOUNTED ON GAZEBO COLUMNS AT BELOW 18" AFF.
5. SAW CUT THE EXISTING CONCRETE BASE AND INSTALL THE CONDUIT TO COLUMN LOCATION. INSTALL VERTICAL CONDUIT ATTACHED TO COLUMN. PATCH THE CONCRETE BASE TO MATCH EXISTING CONDITION AFTER INSTALLATION.
6. ROUTE CONDUITS UNDER THE ROOF TUCKED IN TO THE CORNER TO MINIMIZE THE EXPOSURE.
7. REPLACE EXISTING LAMP UNIT FOR ALL OF POLE LIGHTS WITH NEW LED LAMP UNIT (F2 FIXTURE). CONSULT WITH EXISTING POLE LIGHT MANUFACTURER TO HAVE THE MOST UPDATED F2 FIXTURE MODEL. NEW MODEL SHALL MATCH EXISTING LUMEN OUTPUT (5089 LUMENS), COLOR TEMPERATURE, LIGHT DISTRIBUTION TYPE AND VOLTAGE.
8. PROVIDE POLE MOUNT PHOTOCELL (WATTSTOPPER FSP-221B OR SIMILAR) TO THESE FIXTURES FOR INDIVIDUAL CONTROL.



PARTIAL SITE PLAN - TWIGGS PARK

GAZEBO ENLARGED PLAN

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 2100 RIDGE AVENUE, EVANSTON, IL 60201

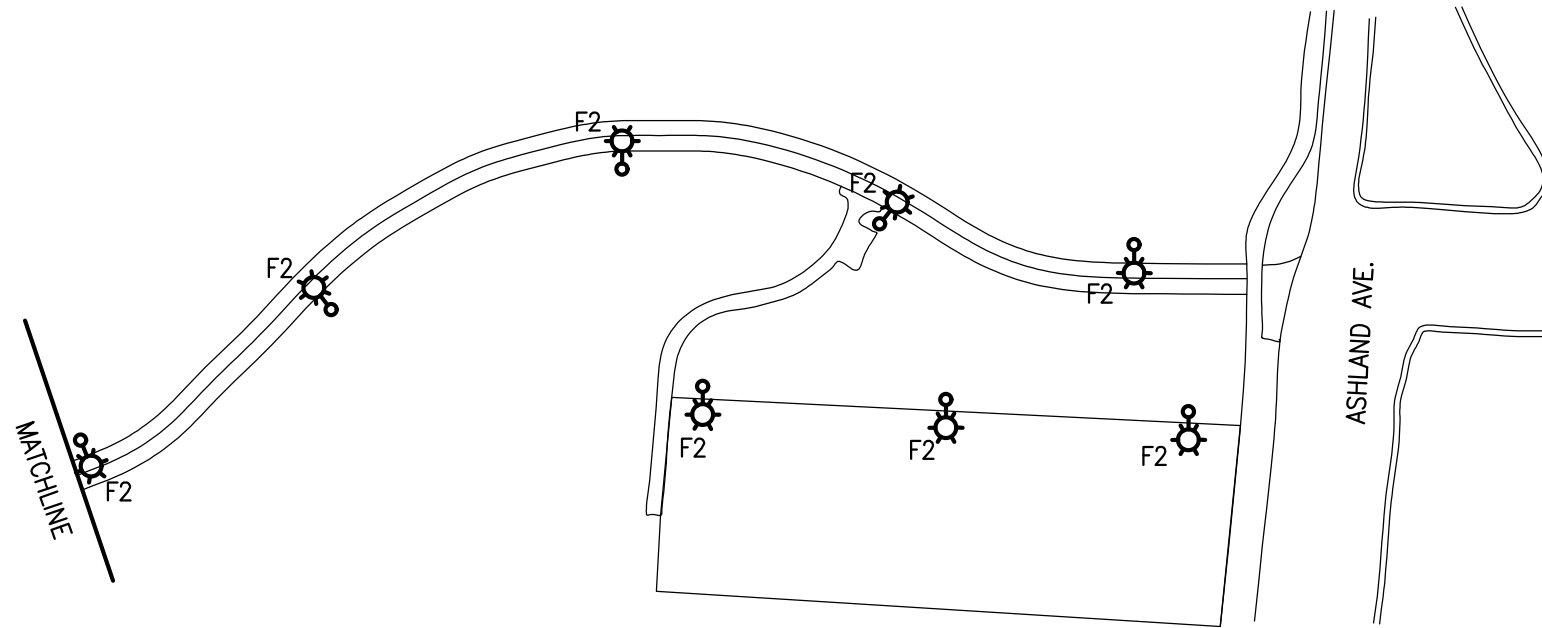
CCJM Engineers, Ltd.
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JOB No.	2217-018
SHEET No.	E-02

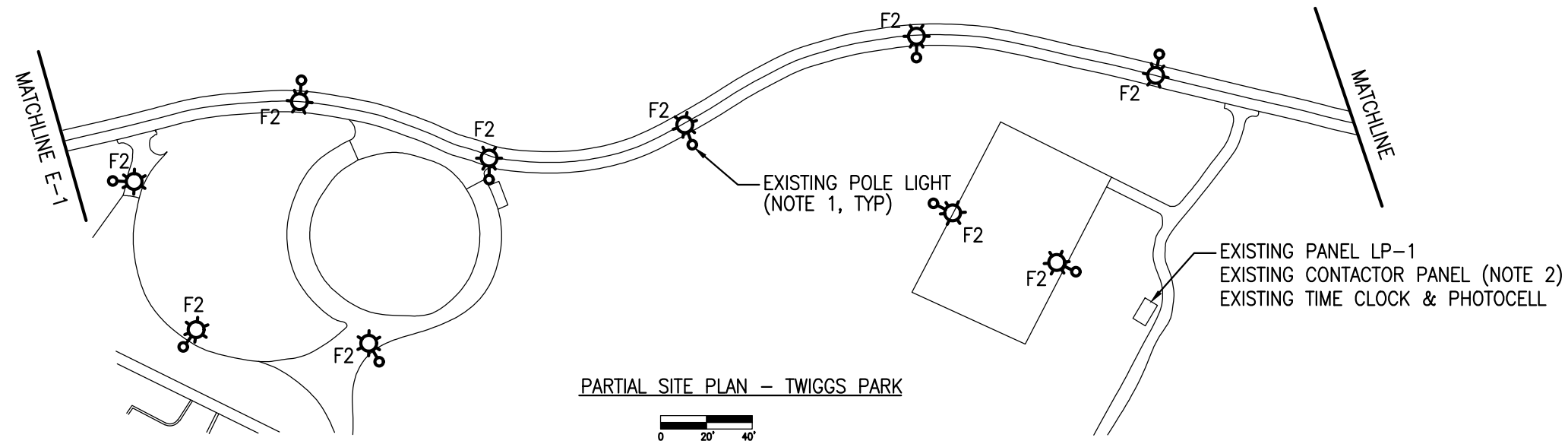


NOTES:

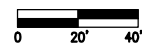
1. REPLACE EXISTING LAMP UNIT FOR ALL OF POLE LIGHTS WITH NEW LED LAMP UNIT (F2 FIXTURE).
2. REMOVE CONTACTOR FOR THE CIRCUIT THAT WAS SPLICED FOR GAZEBO LIGHT AND MAKE A PERMANENT CONNECTION SO THE EXISTING PHOTOCELL AND TIME CLOCK WILL NOT TURN OFF THE CIRCUIT.
3. CONSULT WITH EXISTING POLE LIGHT MANUFACTURER TO HAVE THE MOST UPDATED F2 FIXTURE MODEL. NEW MODEL SHALL MATCH EXISTING LUMEN OUTPUT (5089 LUMENS), COLOR TEMPERATURE, LIGHT DISTRIBUTION TYPE AND VOLTAGE.

F2 FIXTURE:

LUMEC LEDGINE-155251-60-DMS50-55W48LED3K-T-LE5F-240-DMG



PARTIAL SITE PLAN - TWIGGS PARK



ISSUED FOR BID

CITY OF EVANSTON
PUBLIC WORKS AGENCY
2100 RIDGE AVENUE, EVANSTON, IL 60201

CCJM Engineers, Ltd.

ENGINEERING INFRASTRUCTURE SOLUTIONS

303 E Wacker Drive, Suite 303, CHICAGO, ILLINOIS 60601
Tel: (312) 669-0809 Fax: (312) 669-0525
E-mail: chicago@ccjm.com

DRAWN	CCJM
CHECKED	CCJM
APPROVED	CCJM

BUTLER AND
TWIGGS PARK ELECTRICAL
IMPROVEMENT

DATE	8/11/22
JOB No.	2217-018
SHEET No.	E-03

"General Decision Number: IL20220009 07/01/2022

Superseded General Decision Number: IL20210009

State: Illinois

Construction Types: Building, Heavy, Highway and Residential

County: Cook County in Illinois.

BUILDING, RESIDENTIAL, HEAVY, AND HIGHWAY PROJECTS (does not include landscape projects).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number Publication Date
 0 01/07/2022

1	01/14/2022
2	02/25/2022
3	06/10/2022
4	06/17/2022
5	06/24/2022
6	07/01/2022

ASBE0017-001 06/01/2021

	Rates	Fringes
ASBESTOS WORKER/INSULATOR		
Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....		
	\$ 51.80	30.60
Fire Stop Technician.....	\$ 41.44	27.85
HAZARDOUS MATERIAL HANDLER		
includes preparation, wetting, stripping removal scrapping, vacuuming, bagging and disposal of all insulation materials, whether they contain asbestos or not, from mechanical systems.....		
	\$ 38.85	27.85

BOIL0001-001 05/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 52.61	33.07

BRIL0021-001 06/01/2016

	Rates	Fringes
BRICKLAYER.....	\$ 44.88	26.62

BRIL0021-004 06/01/2017

	Rates	Fringes
Marble Mason.....	\$ 44.63	26.83

BRIL0021-006 06/01/2017

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 44.38	25.84
TILE FINISHER.....	\$ 38.56	22.10
TILE SETTER.....	\$ 45.49	25.72

BRIL0021-009 06/01/2017

	Rates	Fringes
MARBLE FINISHER.....	\$ 33.95	26.03

BRIL0021-012 06/01/2017

Rates	Fringes
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Pointer, cleaner and caulker.....\$ 45.42 24.06

CARP0555-001 06/01/2022

BUILDING, HEAVY, AND HIGHWAY

Rates Fringes

CARPENTER

Carpenter, Lather,
Millwright, Piledriver,
and Soft Floor Layer

Building.....\$ 52.01 37.35
Heavy & Highway.....\$ 52.01 37.35

CARP0555-002 10/01/2021

RESIDENTIAL CONSTRUCTION

Rates Fringes

CARPENTER.....\$ 42.61 33.67

ELEC0009-003 05/29/2022

Rates Fringes

Line Construction

Groundman.....\$ 45.44 61.70%
Lineman and Equipment
Operator.....\$ 58.25 61.70%

ELEC0134-001 06/07/2021

Rates Fringes

ELECTRICIAN.....\$ 51.00 37.39

ELEC0134-003 06/07/2021

Rates Fringes

ELECTRICIAN

ELECTRICAL TECHNICIAN.....\$ 46.26 28.23

The work shall consist of the 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.

ELEV0002-001 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 62.47	36.885+a+b

FOOTNOTES:

a) PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving Day; Veterans' Day and Christmas Day.

b) Employer contributes 8% of regular hourly rate as vacation pay credit for employee with more than 5 years of service, and 6% for employee with less than 5 years service

 * ENGI0150-006 06/01/2021

Building and Residential Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 53.60	44.40
GROUP 2.....	\$ 52.30	44.40
GROUP 3.....	\$ 49.75	44.40
GROUP 4.....	\$ 48.00	44.40

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Mechanic; 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 Backhoe Front Endloader 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*; Cranes, Hammerhead*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derricks; Derricks, Traveling*; Formless Curb and Gutter Machine*; Grader, Elevating; Grouting Machines; 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; Hydraulic Vac (and similar equipment);Locomotives; Motor Patrol*; Pile Drivers amd Skid Rig*; Post Hole Digger; Pre- Stress Machine; Pump Cretes Dual Ram(Requiring frequent Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill*; Roto Mill Grinder (36" and Over)*; Roto Mill Grinder (Less Than 36")*; Scoops-Tractor Drawn; Slip-Form Paver*; Straddle Buggies; Tournapull; Tractor with Boom, and Side Boom; and Trenching Machines*.

GROUP 2: Bobcat (over 3/4 cu yd); Boilers; Broom, Power Propelled; Bulldozers; Concrete Mixer (Two Bag and over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front End loaders under 2 1/4 cu yd; Aotomatic Hoists, Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted)*;

Rollers; Steam Generators; Tractors; Tractor Drawn Vibratory Roller (Receives an additional \$.50 per hour); Winch Trucks with "A" Frame.

GROUP 3: Air Compressor-Small 250 and Under (1 to 5 not to exceed a total of 300 ft); Air Compressor-Large over 250; Combination-Small Equipment Operator; Generator- Small 50 kw and under; Generator-Large over 50 kw; Heaters, Mechanical; Hoists, Inside Elevators (Remodeling or Renovatin work); Hydrualic Power Units (Pile Driving, Extracting, and Drilling); Low Boys; Pumps Over 3" (1 To 3 not to exceed a total of 300 ft); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu yd)

GROUP 4 - Bobcats and/or other Skid Steer Loaders; Brick Forklifts; Oilers

*-Requires Oiler

 * ENGI0150-025 06/01/2021

Heavy and Highway Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 51.80	44.40
GROUP 2.....	\$ 51.25	44.40
GROUP 3.....	\$ 49.20	44.40
GROUP 4.....	\$ 47.80	44.40
GROUP 5.....	\$ 46.60	44.40

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump

with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket 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; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self- propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add \$1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 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; Fireman on Boilers; Forklift Trucks; Grouting Machines; 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

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3"" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

*Requires Oiler

IRON001-026 06/01/2021

	Rates	Fringes
IRONWORKER		
Sheeter.....	\$ 54.76	41.45
Structural and Reinforcing..	\$ 54.51	41.45

IRON0063-001 06/01/2021

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 52.13	39.47

IRON0063-002 06/01/2020

	Rates	Fringes
IRONWORKER Fence Erector.....	\$ 44.42	29.73

IRON0136-001 07/01/2021

	Rates	Fringes
IRONWORKER Machinery Movers; Riggers; Macinery Erectors.....	\$ 45.00	39.39
Master Riggers.....	\$ 47.50	39.39

LAB00002-006 06/01/2018

	Rates	Fringes
LABORER (BUILDING & RESIDENTIAL)		
GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 42.72	28.19
GROUP 3.....	\$ 42.80	28.19
GROUP 4.....	\$ 42.82	28.19
GROUP 5.....	\$ 42.87	28.19
GROUP 6.....	\$ 42.92	28.19
GROUP 7.....	\$ 42.95	28.19
GROUP 8.....	\$ 43.05	28.19
GROUP 9.....	\$ 43.07	28.19
GROUP 10.....	\$ 43.17	28.19
GROUP 11.....	\$ 43.00	28.19
GROUP 12.....	\$ 43.72	28.19

LABORER CLASSIFICATIONS

GROUP 1: Building Laborers; Plasterer Tenders; Pumps for Dewatering; and other unclassified laborers.

GROUP 2: Fireproofing and Fire Shop laborers.

GROUP 3: Cement Gun.

GROUP 4: Chimney over 40 ft.; Scaffold Laborers.

GROUP 5: Cement Gun Nozzle Laborers (Gunitite); Windlass and capstan person.

GROUP 6: Stone Derrickmen & Handlers.

GROUP 7: Jackhammermen; Power driven concrete saws; and other power tools.

GROUP 8: Firebrick & Boiler Laborers.

GROUP 9: Chimney on fire brick; Caisson diggers; & Well Point System men.

GROUP 10: Boiler Setter Plastic Laborers.

GROUP 11: Jackhammermen on fire brick work only.

GROUP 12: Dosimeter use (any device) monitoring nuclear exposure); Asbestos Abatement Laborer; Toxic and Hazardous Waste Removal Laborers.

LAB00002-007 06/01/2018

	Rates	Fringes
LABORER (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 42.80	28.19
GROUP 3.....	\$ 42.87	28.19
GROUP 4.....	\$ 43.00	28.19
GROUP 5.....	\$ 42.72	28.19

LABORER CLASSIFICATIONS

GROUP 1: Common laborer; Tenders; Material expeditor (asphalt plant); Street paving, Grade separation, sidewalk, curb & gutter, strippers & All laborers not otherwise mentioned

GROUP 2: Asphalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun Nozzle (laborers), Gunite

GROUP 4: Rakers, Lutemen; Machine-Screwmen; Kettleman; Mixer men; Drun-men; Jackhammermen (asphalt); Paintmen; Mitre box spreaders; Laborers on birch, overman and similar spreader equipment; Laborers on APSCO; Laborers on air compressor; Paving Form Setter; Jackhammermen (concrete); Power drive concrete saws; other power tools.

GROUP 5: Asbestos Abatement Laborers; Toxic and Hazardous Waste Removal Laborers, Dosimeter (any device) monitoring nuclear exposure

LAB00002-008 06/01/2018

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 POUNDS.....	\$ 43.72	28.19
16 - 20 POUNDS.....	\$ 44.22	28.19
21 - 26 POUNDS.....	\$ 44.72	28.19
27 - 33 POUNDS.....	\$ 45.72	28.19
34 - AND OVER.....	\$ 46.72	28.19
LABORER (Tunnel and Sewer)		
GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 42.85	28.19
GROUP 3.....	\$ 42.95	28.19
GROUP 4.....	\$ 43.07	28.19
GROUP 5.....	\$ 42.72	28.19

LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skimmers; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LAB00225-001 06/01/2018

	Rates	Fringes
LABORER (DEMOLITION/WRECKING)		
GROUP 1.....	\$ 37.52	28.19
GROUP 2.....	\$ 42.72	28.19
GROUP 3.....	\$ 42.72	28.19

LABORER CLASSIFICATIONS

GROUP 1 - Complete Demolition

GROUP 2 - Interior Wrecking and Strip Out Work

GROUP 3 - Asbestos Work with Complete Demolition/Wrecking or Strip Out Work

PAIN0014-001 06/01/2020

	Rates	Fringes
PAINTER (including taper).....	\$ 48.30	28.72

PAIN0027-001 06/01/2021

	Rates	Fringes
GLAZIER.....	\$ 47.73	39.84

PLAS0005-002 07/01/2015		

	Rates	Fringes
PLASTERER.....	\$ 42.25	26.65

PLAS0502-001 06/01/2018		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 45.25	33.48

PLUM0130-001 06/01/2021		

	Rates	Fringes
PLUMBER.....	\$ 52.80	34.67

PLUM0597-002 06/01/2022		

	Rates	Fringes
PIPEFITTER.....	\$ 53.00	37.62

ROOF0011-001 06/01/2022		

	Rates	Fringes
ROOFER.....	\$ 47.80	27.25

* SFIL0281-001 07/01/2022		

	Rates	Fringes
SPRINKLER FITTER.....	\$ 53.25	33.55

SHEE0073-001 06/01/2021		

	Rates	Fringes
Sheet Metal Worker.....	\$ 47.50	41.67

SHEE0073-002 06/08/2018		

	Rates	Fringes
Sheet Metal Worker ALUMINUM GUTTER WORK.....	\$ 31.32	37.02

TEAM0731-001 06/01/2017		

COOK COUNTY - HEAVY AND HIGHWAY

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axles.....	\$ 35.60	22.10
4 Axles.....	\$ 35.85	22.10
5 Axles.....	\$ 36.05	22.10
6 Axles.....	\$ 36.25	22.10

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

C. An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

TEAM0731-002 04/01/2021

	Rates	Fringes
Traffic Control Device Monitor TRAFFIC SAFETY WORKER: Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow boards, message signs, barricade and sign fabrication equipment.....	\$ 38.50	18.70

TEAM0786-001 06/01/2017

COOK COUNTY - BUILDING AND RESIDENTIAL

	Rates	Fringes
TRUCK DRIVER		
2 & 3 Axles.....	\$ 39.942	0.25+a
4 Axles.....	\$ 39.75	0.25+a
5 Axles.....	\$ 39.967	0.25+a
6 Axles.....	\$ 40.184	0.25+a

FOOTNOTES:

a. \$719.00 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

"General Decision Number: IL20220020 02/25/2022

Superseded General Decision Number: IL20210020

State: Illinois

Construction Types: Building Landscape, Heavy Landscape, Highway Landscape and Residential Landscape

Counties: Boone, Cook, De Kalb, Du Page, Grundy, Henry, Kane, Kankakee, Kendall, Lake, McHenry, McLean, Ogle, Peoria, Rock Island, Tazewell, Will, Winnebago and Woodford Counties in Illinois.

LANDSCAPING WORK ON BUILDING, RESIDENTIAL, HEAVY AND HIGHWAY CONSTRUCTION PROJECTS.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

ENGI0150-013 06/01/2021

BUILDING AND HIGHWAY CONSTRUCTION (LANDSCAPE WORK): The landscape work for the Landscape Equipment Operator excludes the preparation of sub-grade prior to application of finish landscape materials and the utilization of any equipment over one cubic yard.

BOONE, COOK, DUPAGE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, AND WILL COUNTIES

	Rates	Fringes
Operators:.....	\$ 34.55	8.00+A+B
Includes Angle Dozer, Small; Bobcat and other similar type machines, 1 cu yd or less; Chipping Machine; Combination Backhoe and Front End Loader 1 cu yd or less; Fork Lift Truck; Hi-Reach and High-Ranger;Hydraulic Boom with Clam;Log Skidder; Sttraw Blower and Seeder; Stump Machine;Tractors, Crawlers, Rubber Tire Tractors, Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and attachments, and Rubber Tire Front End loader or similar machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized for performing landscape work, tree trimming or removal of stees, and to install plants; transport trees; excavate plant pits; place soil and other landscape materials; and apply finish landscape material on subgrade prepared by others		

FOOTNOTE:

A. Health and Welfare contribution is \$1,496.00 per month.

B. Paid Holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day provided that all such employees shall have in fact worked their regularly scheduled work day immediately preceding and the regularly scheduled work day immediately succeeding the occurrence of such holiday.

ENGI0150-023 06/01/2021

HIGHWAY CONSTRUCTION (LANDSCAPE WORK): The landscape work for the Landscape Equipment Operator excludes the preparation of sub-grade prior to application of finish landscape materials and the utilization of any equipment over one cubic yard.

HENRY, MCLEAN, OGLE, PEORIA, ROCK ISLAND, TAZEWELL, WINNEBAGO, and WOODFORD COUNTIES

Rates Fringes

Operators:.....\$ 34.55 8.00+A+B
 Includes the following: Angle Dozer, Small; Bobcat and other similar type machines, 1 cu yd or less; Chipping Machine; Combination Backhoe and Front End Loader 1 cu yd or less; Fork Lift Truck; Hi-Reach and High-Ranger;Hydraulic Boom with Clam;Log Skidder; Sttraw Blower and Seeder; Stump Machine;Tractors, Crawlers, Rubber Tire Tractors, Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and attachments, and Rubber Tire Front End loader or similar machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized for performing landscape work, tree trimming or removal of stees, and to install plants; transport trees; excavate plant pits; place soil and other landscape materials; and apply finish landscape material on subgrade prepared by others

FOOTNOTE:

- A. Health and Welfare contribution is \$1,496.00 per month.
- B. Paid Holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day provided that all such employees shall have in fact worked their regularly scheduled work day immediately preceding and the regularly scheduled work day immediately succeeding the occurrence of such holiday.

LAB00032-004 05/01/2021

HIGHWAY CONSTRUCTION

WINNEBAGO COUNTY

Rates Fringes

Landscape Laborer.....\$ 38.75 34.91

LAB00362-003 05/01/2018

HIGHWAY CONSTRUCTION

MCLEAN COUNTY

Rates Fringes

Landscape Laborer.....\$ 31.08 24.43

LAB00751-004 05/01/2021

HIGHWAY CONSTRUCTION

KANKAKEE COUNTY

Rates Fringes

Landscape Laborer.....\$ 39.44 32.54

LAB00852-004 05/01/2006

HIGHWAY CONSTRUCTION

ROCK ISLAND AND HENRY COUNTIES

	Rates	Fringes
Landscape Laborer.....	\$ 21.94	12.79

LAB00996-004 05/01/2018

HIGHWAY CONSTRUCTION

PEORIA, TAZEWELL, AND WOODFORD COUNTIES

	Rates	Fringes
Landscape Laborer.....	\$ 32.73	23.74

TEAM0026-005 05/01/2020

MCLEAN (South of a straight line from where Route 24 intersects the Woodford County line in a Southeast direction to the South Southwest corner of Livingston County) COUNTY

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 38.93	20.39
Group 2.....	\$ 39.50	20.39
Group 3.....	\$ 39.77	20.39
Group 4.....	\$ 40.14	20.39
Group 5.....	\$ 41.21	20.39

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

* TEAM0179-004 06/01/2017

GRUNDY, KENDALL, MCLEAN (North of a straight line starting at the intersection of McLean-Woodford Counties line & Route 24 in a Southeastern direction to the South Southwest corner of Livingston County), WILL, and WOODFORD (Northeast corner east

of Route 51/251 & North of Route 24) COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 37.68	0.15+a
4 AXLES.....	\$ 37.83	0.15+a
5 AXLES.....	\$ 38.03	0.15+a
6 AXLES.....	\$ 38.23	0.15+a

FOOTNOTES:

- a. \$733.20 per week.
- b. Lowboy rate based on number of axles

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators 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; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

* TEAM0179-008 06/01/2019

KANKAKEE COUNTY

	Rates	Fringes
TRUCK DRIVER		
2 or 3 axles.....	\$ 39.20	0.25+a
4 axles.....	\$ 39.35	0.25+a
5 axles.....	\$ 39.55	0.25+a
6 axles.....	\$ 39.75	0.25+a
All Lowboy Trucks.....	\$ 39.75	0.25+a

FOOTNOTES:

a. \$829.20 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators 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; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

 * TEAM0301-001 06/01/2019

LAKE AND MCHENRY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 39.34	10.75+a
4 AXLES.....	\$ 39.49	10.75+a
5 AXLES.....	\$ 39.69	10.75+a
6 AXLES.....	\$ 39.89	10.75+a

FOOTNOTES:

- a. 380.00 per week pension.
- b. Lowboy rate based on number of axles

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators 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; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks

with hoist and accessories; Foreman; Master Mechanic;
Self-loading equipment like P.B. and trucks with scoops on
the front

* TEAM0325-004 06/01/2020

BOONE and WINNEBAGO COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 - 3 Axles.....	\$ 39.87	22.60
4 Axles.....	\$ 40.02	22.60
5 Axles.....	\$ 40.22	22.60
6 Axles.....	\$ 40.33	22.60

FOOTNOTE: An additional \$.20 per axle shall be paid for all
vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes;
Air Compressor and Welding Machines, including those pulled
by cars, pick-up trucks and tractors; Ambulances; Batch
Gate Lockers; Batch Hopperman; Car and Truck Washers; Forl
Lifts and Hoisters; Helpers;
Mechanics Helpers and Greasers; Oil Distributors, two-man
operation; Pavement Breakers
Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman;
Slurry Trucks, two-man operation; Teamsters; Truck Drivers
hauling warning lights, barricades, and portable toilets on
the job site

Group 2 - Dump Crets and Adgetators 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;
Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over;
Dumpsters, Track Trucks, Euclids, Hug Bottom Dump
Turnapulls or Turnatrailers 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, one-man operation
Pole Trailer, over 40 feet; Pole and Expandable Trailers
hauling material over 50 feet long, additional \$0.50 per
hour; Slurry Trucks, one-man operation; Winch Trucks, 3
axles or more

*Mechanic*Truck Welder and Truck Painter; *Winter Rate:
Between Dec. 15 and Feb. 28 the mechanic and welder rate
shall be \$2.00 less than the scheduled scale. Truck Painter
and Truck Welder classifications shall only apply in areas
where and when it has been a past area practice;
Dual-purpose vehicels, such as mounted crane tucks with
hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment
like P.B. and trucks with scoops on the front

* TEAM0330-004 06/01/2017

DEKALB and OGLE (North of Route 72/East of Route 251, Adeline, Byron, Creston, Dement, Forreston North of Route 72, Leaf River North of Route 72, Lynnville, Monroe, Rochelle, & Scott)
COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 36.64	0.15+a
4 AXLES.....	\$ 36.79	0.15+a
5 AXLES.....	\$ 36.99	0.15+a
6 AXLES.....	\$ 37.19	0.15+a

FOOTNOTE: a. \$780.90 per week

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators 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; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in

areas where it has been past practice

Group 4 - 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

TEAM0371-004 05/01/2020

HENRY and ROCK ISLAND COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 39.04	20.63
Group 2.....	\$ 39.60	20.63
Group 3.....	\$ 39.91	20.63
Group 4.....	\$ 40.25	20.63
Group 5.....	\$ 41.33	20.63

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

TEAM0627-004 05/01/2019

PEORIA, TAZEWELL, and WOODFORD COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 38.06	19.62
Group 2.....	\$ 38.61	19.62
Group 3.....	\$ 38.87	19.62
Group 4.....	\$ 39.23	19.62
Group 5.....	\$ 40.27	19.62

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up

trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

* TEAM0673-003 06/01/2019

DU PAGE and KANE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 38.47	0.25+a
4 AXLES.....	\$ 38.62	0.25+a
5 AXLES.....	\$ 38.82	0.25+a
6 AXLES.....	\$ 39.02	0.25+a

FOOTNOTE: a. \$861.10 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators 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; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

TEAM0722-005 05/01/2015

OGLE (North of Route 72/East of Route 251) COUNTY

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 34.10	17.09
Group 2.....	\$ 34.60	17.09
Group 3.....	\$ 34.82	17.09
Group 4.....	\$ 35.14	17.09
Group 5.....	\$ 36.06	17.09

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hualing more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combiation units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

TEAM0731-001 06/01/2017

COOK COUNTY - HEAVY AND HIGHWAY

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axles.....	\$ 35.60	22.10
4 Axles.....	\$ 35.85	22.10
5 Axles.....	\$ 36.05	22.10
6 Axles.....	\$ 36.25	22.10

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

C. An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

TEAM0786-001 06/01/2017

COOK COUNTY - BUILDING AND RESIDENTIAL

	Rates	Fringes
TRUCK DRIVER		
2 & 3 Axles.....	\$ 39.942	0.25+a
4 Axles.....	\$ 39.75	0.25+a
5 Axles.....	\$ 39.967	0.25+a
6 Axles.....	\$ 40.184	0.25+a

FOOTNOTES:

a. \$719.00 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

* SUIL1993-001 01/19/1993

BUILDING CONSTRUCTION (LANDSCAPE WORK):

	Rates	Fringes
LABORER		
BOONE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, & WILL COUNTIES		
LANDSCAPE LABORERS.....	\$ 7.25 **	
COOK COUNTY		
LANDSCAPE LABORERS.....	\$ 7.25 **	

LANDSCAPE PLANTSMAN.....	\$ 9.80 **	1.82
DE KALB COUNTY		
LANDSCAPE LABORERS.....	\$ 7.25 **	
LANDSCAPE OPERATORS.....	\$ 7.25 **	
LANDSCAPE PLANTSMAN.....	\$ 9.66 **	.26
DU PAGE COUNTY		
LANDSCAPE LABORERS.....	\$ 7.25 **	
LANDSCAPE PLANTSMAN.....	\$ 9.04 **	1.16
GRUNDY, LAKE & WILL COUNTIES		
LANDSCAPE DRIVER 2 & 3 Axles.....		
	\$ 11.86 **	2.81
LANDSCAPE PLANTSMAN.....	\$ 12.00 **	3.32

* SUIL1993-002 01/19/1993

HEAVY CONSTRUCTION (LANDSCAPE WORK)

	Rates	Fringes
LABORER		
BOONE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY & WILL COUNTIES:		
LANDSCAPE DRIVER, 2 & 3 AXLES.....		
	\$ 11.94 **	2.42
LANDSCAPE LABORERS.....	\$ 7.25 **	
LANDSCAPE OPERATORS.....	\$ 13.11 **	3.01
LANDSCAPE PLANTSMAN.....	\$ 9.73 **	2.05
COOK COUNTY:		
LANDSCAPE DRIVER, 2 & 3 AXLES.....		
	\$ 9.93 **	1.89
LANDSCAPE LABORERS.....	\$ 7.25 **	
LANDSCAPE OPERATORS.....	\$ 10.98 **	2.12
LANDSCAPE PLANTSMAN.....	\$ 10.08 **	2.06
DE KALB COUNTY:		
LANDSCAPE LABORERS.....	\$ 7.25 **	
LANDSCAPE OPERATORS.....	\$ 7.25 **	
LANDSCAPE PLANTSMAN.....	\$ 9.66 **	.26
DU PAGE COUNTY:		
LANDSCAPE DRIVER, 2 & 3 AXLES.....		
	\$ 8.32 **	1.02
LANDSCAPE LABORERS.....	\$ 7.25 **	
LANDSCAPE OPERATORS.....	\$ 10.75 **	
LANDSCAPE PLANTSMAN.....	\$ 10.65 **	

* SUIL1993-003 01/19/1993

HIGHWAY CONSTRUCTION (LANDSCAPE WORK):

	Rates	Fringes
LABORER		
DE KALB COUNTY		
LANDSCAPE LABORERS.....	\$ 7.25 **	
LANDSCAPE OPERATORS.....	\$ 7.25 **	
LANDSCAPE PLANTSMAN.....	\$ 9.66 **	.26
KANKAKEE COUNTY:		
LANDSCAPE DRIVER.....	\$ 8.75 **	.17
LANDSCAPE OPERATOR.....	\$ 16.57	3.56
PEORIA, TAZEWELL, & WOODFORD COUNTIES:		
TRUCK DRIVERS 2 & 3 AXLES..	\$ 17.58	5.88

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

 The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing

this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

24 CFR § 75.19 Section 3 Compliance

(a) Employment and training.

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, contractors covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training should be given to:

- (i) Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) Participants in YouthBuild programs.

(b) Contracting.

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in [paragraph \(b\)\(1\)](#) of this section should be given to:

- (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) YouthBuild programs.

Section 3 Workers

For a worker to qualify as a **Section 3 worker**, *one* of the following must be maintained:

1. A worker's self-certification stating that their income is below the income limit from the prior calendar year;
2. A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
3. A worker's self-certification that the worker is a YouthBuild participant;
4. Certification from a PHA, the owner or property manager of Project-Based Section 8-assisted housing, or the administrator of Tenant-Based Section 8-assisted housing that the worker is a participant in one of their programs;
5. An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
6. An employer's certification that the worker is employed by a Section 3 business concern.

For a worker to qualify as a **Targeted Section 3 worker**, one of the following must be maintained:

24 CFR § 75.19 Section 3 Compliance

1. A worker's self-certification of participation in public housing or Section 8-assisted housing programs;
2. Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
3. An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
4. An employer's certification that the worker is employed by a Section 3 business concern; or
5. A worker's self-certification that the worker is a YouthBuild participant.

Housing and Community Development Financial Assistance | 24 CFR § 75.23

For meeting the safe harbor in § 75.23, recipients that certify to following the prioritization in § 75.19 and meet or exceed the following Section 3 benchmarks will be considered to have complied with Section 3 requirements, absent evidence to the contrary:

1. 25 percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and
2. 5 percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.

Qualitative Reporting | 24 CFR § 75.15 and 24 CFR § 75.25

If the recipient's reporting indicates that the recipient has not met the Section 3 benchmarks, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.

Such qualitative efforts may, for example, include but are not limited to the following:

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers
- Provided training or apprenticeship opportunities
- Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services
- Held one or more job fairs
- Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare)
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training
- Assisted Section 3 workers to obtain financial literacy training and/or coaching
- Engaged in outreach efforts to identify and secure bids from Section 3 business concerns
- Provided technical assistance to help Section 3 business concerns understand and bid on contracts
- Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns
- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns

24 CFR § 75.19 Section 3 Compliance

- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act

Section 3 of the Housing and Urban Development Act of 1968, as amended, applies to federally funded activities for 1) Housing rehabilitation including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement; 2) Housing construction and 3) Other public construction. Contracts in excess of \$100,000 are subject to Section 3.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment

24 CFR § 75.19 Section 3 Compliance

opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Registering for DemandStar



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

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

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

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

1 REGISTER

Go to:

<https://www.demandstar.com/registration>

Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Company Name

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

Next



2 CHOOSE YOUR FREE AGENCY

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

3 CHECK OUT

Check out with your **FREE AGENCY** Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States

← Choose Your Free Agency

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

City of Metropolis ✕

Narrow down your search by selecting a state and county.

State	County
Select State ▼	Select County ▼

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

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

My Subscriptions  [0]

Nation (0)

States (0)

Counties (0)

		Your Current Rate
Total	(0 subscriptions)	\$0/year

Proceed to Checkout

Skip for Now

SIGN UP

Visit www.demandstar.com





DEMANDSTAR

B u i l d i n g C o m m u n i t i e s .

(E-bidding) Electronic Bidding Instructions

Introduction

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

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

Bid Identifier	Agency Name	Bid Status	Broadcast Date	Date Due ▼	Name	Actions
RFP-2019-01-0-2019/df	Town of Malabar	Active	5/15/2019	5/31/2019	Malabar Parks and Recreation Board Memorial Wall Project	Planholders, Download/Order, Details
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching "Backpack Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	E-Bidding, Planholders, Download/Order, Details



How to check if it is an e-bidding opportunity

- Not all opportunities posted on DemandStar by government are available for e-bidding
- Those that are available for you to electronically bid will list "e-bidding" as an available "ACTION" when you look at the project details

In order to do
e-bidding

1. Click on “E-bidding” in
the actions column

Bid Identifier	Agency Name	Bid Status	Broadcast Date	Date Due ▼	Name	Actions
RFP-2019-01-0-2019/df	Town of Malabar	Active	5/15/2019	5/31/2019	Malabar Parks and Recreation Board Memorial Wall Project	Planholders, Download/Order, Details
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching “Backpa Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	E-Bidding, Planholders, Download/Order, Details



In order to do
e-bidding

2. Enter your contact information and enter in all required fields

Note: You **MUST** put a number of the “BID AMOUNT” box. However, that number can be 0 so as to allow for a more detailed description of your bid through your uploaded documents.

Contact Information

**indicates required fields*

Company Name *

Address 1 *

Address 2

City *


State *

Postal Code *

Phone *

Fax

Country *

 Bid Amount *

Alternate Bid Amount

Notes

In order to do e-bidding

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

Required Documents



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

Agency Required Documents

Document	None	Online/ Electronic	Offline/ Manual	Not submitting
-				
Bid Reply	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Checklist	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Subcontractor List	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Current Workload, List of Projects and Completion Dates	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Questionnaire	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Drug Free Workplace Form	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

In order to do e-bidding

Upload your response documents in an accepted file format

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

E-Bid Response Documents

Agency Name	City of Port St. Lucie, Procurement Management Department
Bid Number	EBID-20190077-0-2019/HF
Bid Name	Purchase Breaching "Backpack" Kits, Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded
Bid Due Date	5/31/2019 3:00:00 PM Eastern time
Bid Opening	14 days, 21 hours, 45 minutes, 5 seconds

No response documents uploaded

Agency Accepted File Formats



Formats

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

Upload Electronic Documents

** indicates required fields*



Document Title *

Specify Upload Document *

No file chosen


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

In order to do e-bidding

Once you decide you've uploaded all your documents that you would like to submit, make sure you click the **NEXT** button at the bottom of the screen

E-Bid Response Documents

Agency Name City of Port St. Lucie, Procurement Management Department
Bid Number EBID-20180218-0-2018/jer
Bid Name Sculpture on Lawn at City Hall Temporary Art Installation
Bid Due Date 1/9/2019 2:00:00 PM Eastern time
Bid Opening 100 days, 1 hour, 20 minutes, 11 seconds

	Document Title	Format	Size	Uploaded	Status	Action
1	 E-Bidding for Suppliers	Microsoft Word	12 Kb	10/1/2018 9:39:50 AM	Complete	View , Remove

Agency Accepted File Formats

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

Upload Electronic Documents

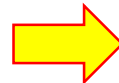
* indicates required fields

Document Title *

Specify Upload Document *

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

Your document has successfully uploaded but your response is not yet complete. You must still click 'Submit Response' on Bid Response Details page in order to complete your response and receive a confirmation



Completing your e-bid submittal

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

Agency Required Documents

EDIT

1. **Bid Reply** (Electronic/Online) ✓
2. **Checklist** (Electronic/Online) ✓
3. **Subcontractor List** (Electronic/Online) ✓
4. **Current Workload, List of Projects and Completion Dates** (Electronic/Online) ✓
5. **Questionnaire** (Electronic/Online) ✓
6. **Drug Free Workplace Form** (Electronic/Online) ✓
7. **Current Certificate of Insurance** (Electronic/Online) ✓
8. **License/Certification to do Described Work** (Electronic/Online) ✓
9. **Reference Check Form** (Electronic/Online) ✓
10. **E-Bid Reply Excel Spreadsheet** (Electronic/Online) ✓
11. **E-Bid Bond** (Electronic/Online) ✓
12. **Vendor Code of Ethics** (Electronic/Online) ✓
13. **W-9 form** (Electronic/Online) ✓

Uploaded Documents

EDIT

1. test document upload to ensure e-bidding active

E-Bid Confirmation

After clicking "Submit Response" the following process will begin:

- We will verify that your response is complete as entered.
- You will see a confirmation page with your confirmation number and date/time stamp of your upload.
- You will receive a confirmation e-mail indicating a successful response submittal.
- You may track your response submission under the View Responses page.

If you do not receive any of the above, please call Supplier Services at (206) 940-0305.

<< Return

Submit Response

Confirmation of Response

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

E-Bid Response Details

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

Bid Number EBID-20180218-0-2018/er

Bid Name **Sculpture on Lawn at City Hall Temporary Art Installation**

Bid Due Date 1/9/2019 2:00:00 PM Eastern time

Bid Opening 100 days, 1 hour, 6 minutes, 46 seconds

Response # 15104

Results Your bid response is submitted.

<< Return

Post Submission Edits

If you feel like you missed something or need to make a change you can go back to your submittal response and edit your e-bid. By clicking on “DETAILS” then “EDIT” the section you wish

Bid Identifier	Agency Name	Bid Status	Broadcast	Date Due ▼	Name	Status	Actions
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching “Backpack” Kits, Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	Incomplete	Details, Bid, History

Contact Information

EDIT

Company Name Sample DBE Company

Address 1 509 Olive Way

Address 2

City Seattle

State Washington

Postal Code 98101

Phone 2063739233

Fax 2063739233

Country United States of America

Bid Amount \$0.00

Alternate Bid Amount

Notes



Agency Required Documents

EDIT

1. Bid Reply (Electronic/Online) ✓



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 (*.XLSX) 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.
