

CITY OF EVANSTON
REQUEST FOR QUALIFICATIONS

NUMBER: 22-61

for

CURED-IN-PLACE PIPE SEWER REHABILITATION – 2023 to 2025

October 20, 2022



SUBMISSION DEADLINE: 2:00 P.M., November 22, 2022

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.**

TABLE OF CONTENTS

Notice to Respondents.....	3
1.0 Introduction.....	4
2.0 Scope of Services	4
3.0 Insurance.....	5
4.0 Submittal Requirements	5
5.0 Additional Submittal Requirements	7
6.0 M/W/EBE Goals.....	7
7.0 Local Employment Program (LEP) Requirements.....	8
8.0 Evaluation Criteria	8
9.0 Selection Process.....	8
10.0 Proposed Schedule	9
11.0 Questions Regarding RFQ	9
12.0 General Terms and Conditions.....	9
Exhibit A – Disclosure of Ownership Interests.....	15
Exhibit B – Additional Information Sheet	18
Exhibit C – Conflict of Interest Form.....	19
Exhibit D – Acknowledgement of Understanding.....	20
Exhibit E – Anti-Collusion Affidavit and Proposer’s Certification	21
Exhibit F – City of Evanston M/W/EBE Policy.....	22
Exhibit G – M/W/EBE Participation Compliance Form	23
Exhibit H – M/W/EBE Participation Waiver Request.....	25
Exhibit I – Construction Contractors’ Assistance Organizations	26
Exhibit J – Local Employment Program (LEP) Compliance.....	27
Exhibit K - Contractor Services Agreement Acknowledgement.....	29
Exhibit L – Contractor Services Agreement.....	30
Exhibit M – Bond Submittal Label	53
Exhibit N – Qualification Submittal Checklist	54

ATTACHMENTS

- 1 - Sample Technical Specifications for CIPP Sewer Rehabilitation Projects
- 2 - DemandStar- E-bidding Instructions

CITY OF EVANSTON

NOTICE TO RESPONDENTS

Proposals will be received by the Purchasing Office until 2:00 P.M. local time on **November 22, 2022**. Effective immediately, the City of Evanston will no longer accept hard copy paper submittals for any solicitation. Responses will only be accepted electronically via E-bidding through DemandStar (www.demandstar.com). Although registration is required, vendors can download solicitations and upload responses for free. Proposals shall cover the following:

CURED-IN-PLACE PIPE SEWER REHABILITATION – 2023 to 2025

RFQ Number: 22-61

The City of Evanston's Public Works Agency is requesting information and a Statement of Qualifications from experienced firms:

To perform Cured-In-Place Pipe (CIPP) rehabilitation of the City's combined sewer system. The Public Works Agency allocates approximately \$700,000 annually for this type of rehabilitation work in sewer mains ranging in size from 8-inch diameter to 36-inch diameter. **All potential Contractors must submit a qualification package whether or not they have previously been determined to be pre-qualified by the City of Evanston.** Contractors deemed pre-qualified as part of this current process will be permitted to submit bids for this type of work in Evanston for the next three-year period (2023, 2024, & 2025). Only pre-qualified Contractors will be allowed to bid on these types of projects during this time period. Qualifications will be opened in private.

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

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

Each Proposer shall be required to submit with his/her proposal a Disclosure of Ownership Interest Statement Form in accordance with Section 1-18-1 *et seq.* of the City Code. Failure to submit such information may result in the disqualification of such proposal.

John Gonzalez
Purchasing Specialist

CITY OF EVANSTON
Request for Qualifications

1.0 INTRODUCTION

The City is seeking information and a Qualification package from Contractors interested in performing Cured-In-Place Pipe (CIPP) rehabilitation on the City's combined sewer system.

The City wishes to pre-qualify Contractors to perform CIPP rehabilitation of the City's combined sewer main in pipe sizes ranging from 8-inch diameter to 36-inch diameter. The Sewer Division allocates approximately \$700,000 annually for this type of work. Specific locations of the sewer mains to be rehabilitated are generated annually based on need, available funding and in consideration of other proposed public works projects. **Contractors deemed pre-qualified as part of this current process will be permitted to submit bids for this type of work in Evanston for the next three-year period (2023, 2024, and 2025).** Only pre-qualified Contractors will be allowed to bid on these types of projects during this time period when the work is financed by City funds.

The contract term desired is for a period of three years, from January 2023 through December 2025.

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

Prior to the submittal of a Response, Contractors are advised to carefully examine

- the contract documents
- project scope and work tasks to be accomplished
- specifications
- insurance requirements and required documentation
- M/W/EBE Participation Requirements

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

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

2.0 SCOPE OF SERVICES

The City of Evanston sample technical specifications for CIPP sewer rehabilitation are provided in Attachment A of this document.

Requests for Proposals for CIPP lining contracts are generally only sent to pre-qualified Contractors. However, when projects are funded by non-City of Evanston funds, contracts may be opened up for public bidding.

3.0 INSURANCE

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.

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

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

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

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 City.

4.0 SUBMITTAL REQUIREMENTS

In order to be pre-qualified to install CIPP for the City, the contractor must respond to this Request for Qualifications.

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

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

Compile copies of the qualification response with a title sheet (no tabs) separating the information in the same order as items A through K listed below.

A. Cover Letter.

The cover letter (maximum 3 pages) will include the following:

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

B. Contractor Information

Company Profile / History of the Contractor. The Contractor is defined as the applicant name on the Disclosure of Ownership Interests form.

C. CIPP Felt Tube

A statement clearly identifying the manufacturer(s) of the CIPP felt tube. Provide a statement certifying that 1) the manufacturer has been providing the felt tube for use in CIPP lining for more than 5 years; and 2) that the manufactured tubes meet the material requirements of ASTM F1216. Provide technical information regarding the tubes.

D. Resins

A statement clearly identifying the manufacturer(s) of the resin(s). Provide a statement certifying that 1) the manufacturer has been providing resin for use in CIPP lining for more than 5 years; and 2) that the manufactured resin will provide a minimum long-term modulus of elasticity of 200,000 psi based on a minimum short-term modulus of elasticity of 400,000 psi and a creep factor of 0.50. Provide third party testing results from a 10,000 hour study performed in a round pipe substantiating this data.

E. CIPP Installation History

A statement indicating that a minimum of 250,000 LF of the product has been successfully installed in a wastewater collection system in the United States.

F. Contractor's Endorsement for Installation

A copy of the license or certificate verifying the manufacturer's or licensor's approval of the Contractor to install the product and that the Contractor has been trained to install the product.

G. Installation Procedures

An itemized list detailing the installation procedures of the CIPP and method of lateral reinstatement.

H. Future Tapping Procedures

Detailed procedures as to how future tapping of service connections can be made into the product. These procedures should not require specialized training or equipment.

I. Contractor Installation History

A customer list and associated footage of CIPP installed since January 1, 2018 by the Contractor that indicates the Contractor has installed a minimum of 50,000 LF of the product during this time period using either hot-water or steam curing for the liner. If both curing methods are to be pre-qualified, a minimum of 50,000 LF must be shown for each. If large-diameter (i.e 36" or larger) installation is to be pre-qualified, at least 10,000 LF of the total length must be shown for large-diameter installation for the curing method.

J. Contract

The City has attached its standard Contractor Services Agreement in Exhibit L. Sign and return Exhibit K – Contractor Services Agreement Acknowledgement to indicate if there are any exceptions to the agreement that would prevent your firm from executing it. The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Response.

K. Forms and Exhibits

Execute and return the following forms included as exhibits in this RFQ with the response:

- Exhibit A – Disclosure of Ownership Interests
- Exhibit B – Additional Information Sheet
- Exhibit C – Conflict of Interest Form
- Exhibit D – Acknowledgment of Understanding
- Exhibit E – Anti-Collusion Affidavit and Proposer's Certification
- Exhibit K – Contractor Services Agreement Acknowledgement
- Exhibit N – Qualification Submittal Checklist

5.0 ADDITIONAL SUBMISSION REQUIREMENTS

Not Used.

6.0 M/W/EBE GOALS

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

See Exhibits F, G, H, and I for related bidding requirements. These forms do not need to be completed in response to this request for qualifications but will be required for related Bids.

7.0 LOCAL EMPLOYMENT PROGRAM REQUIREMENTS

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

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

See Exhibit J for related bidding requirements. This form does not need to be completed in response to this request for qualifications but will be required for related Bids.

8.0 EVALUATION CRITERIA

All Contractors that properly and accurately submit the required documents listed in the qualification package meeting the minimum requirements indicated and are found acceptable to the City will be considered pre-qualified to perform CIPP sewer rehabilitation for the City of Evanston for the next three years; 2023 through and including 2025.

Specific projects will be awarded to the pre-qualified Contractor that submits the lowest, responsive, and responsible bid as determined to be in the best interest of the City of Evanston.

9.0 SELECTION PROCESS

The City will pre-qualify firms on the basis of the responsiveness of the submittal to the RFQ requirements, the evaluation criteria stated above and the demonstrated willingness to execute an acceptable written contract. The City reserves the right to reject any or all responses, and to request written clarification of responses and supporting materials from the Respondent.

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

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

- A.** Adhere to one or more of the provisions established in this Request for Qualifications.
- B.** Demonstrate competence, experience, and the ability to provide the services described in this Request for Qualifications.
- C.** Submit a response on or before the deadline and complete all required forms.

- D. To fulfill a request for an oral presentation.
- E. To respond to a written request for additional information.

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

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

The firms to be recommended to the City Council will be the ones whose responses are determined to be the most advantageous to the City in consideration of price and all other evaluation factors which are set forth in this Request for Qualifications. No other factors or criteria not listed in this RFQ shall be used in the evaluation.

10.0 PROPOSED SCHEDULE

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

- 1. RFQ issued October 20, 2022
- 2. Last Day to submit questions November 11, 2022
- 3. Final Addendum Issued..... November 15, 2022
- 4. RFQ Submission Due DateNovember 22, 2022
- 5. City Council Notification of Pre-Qualified Firms..... December 12, 2022
- 6. Pre-Qualification Period Start DateJanuary 1, 2023
- 7. Pre-Qualification Period End DateDecember 31, 2025

11.0 QUESTIONS REGARDING RFQ

All questions related to this RFQ should be submitted in writing to John Gonzalez, Purchasing Specialist at johngonzalez@cityofevanston.org with a copy to Ron Papa at rpapa@cityofevanston.org.

12.0 GENERAL TERMS AND CONDITIONS

A. Confidentiality

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

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the 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 exemptions to the disclosure of such records, or part thereof, is applicable.

The Purchasing Specialist will endeavor to advise the firm of any request for the disclosure of the material so marked with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY", and give the firm or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If the requested material was submitted by a party other than the firm, then the firm shall be solely responsible for notifying the submitting party of the request. The City's sole responsibility is to notify the firm of the request for disclosure, and the City shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of the City or its officers, or employees.

B. Withdrawal of Proposal

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

C. Exceptions to Specifications

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

D. Hold Harmless

The contractor agrees to hold harmless the City of Evanston and all of its agents, servants, and employees against any and all lawsuits, claims, demands, liabilities, losses, and/or expenses; including court costs and attorneys' fees on account of injury to any person, or any death resulting from such injury, or any damage to property which may have arisen from work specifically related to the contract and/or project.

E. Addenda

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

F. Term

The pre-qualification period is for three years. When CIPP projects are funded by non-City of Evanston funds, contracts within the pre-qualification period may be opened up for public bidding. The City may terminate the pre-qualification for either cause or convenience.

G. Non-Appropriation of Funds

The City of Evanston reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by The City of Evanston's City Council.

H. Property of the City

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

I. Payment Terms

The Contractor shall submit invoices detailing the services provided, project, professional staff, and hours. Payment shall be made in accordance with the Local Government Prompt Payment Act. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

J. Disclosures and Potential Conflicts of Interest

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

To ensure full and fair consideration of all proposals, the City of Evanston requires all Respondents including owners or employees to investigate whether a potential or actual conflict of interest exists between the Respondent and the City of Evanston, its officials, and/or employees. If the Respondent discovers a potential or actual conflict of interest, the Respondent must disclose the conflict of interest in its proposal, identifying the name of the City of Evanston official or

employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Respondent from consideration. Information provided by Respondents in this regard will allow the City of Evanston to take appropriate measures to ensure the fairness of the proposal process.

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

K. Protests

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

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

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

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

L. Authority To Resolve Protests And Contract Claims

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

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

Each Respondent, by submitting a response to this RFQ, expressly recognizes the limitations on its rights to protest provided in this Section and expressly waives all other rights and remedies and agrees that the decision on the protest

is final and conclusive. If a Respondent disregards, disputes or does not follow the exclusive protest remedies provided in this Section, it shall indemnify and hold the City and its officers, employees, agents and Contractor harmless from and against all liabilities, fees and costs, including legal and Contractor fees and costs, and damages incurred or suffered as a result of such Respondent's actions. Each Respondent, by submitting a response to this RFQ, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

M. Litigation

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

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

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

All responders shall identify and describe with particularity any issue. The City, and not Respondent, has the sole discretion to determine whether an issue may affect the performance of the services. Failure of any Respondent to comply with this mandatory obligation shall, at the City's sole discretion, result in the Respondent's response being deemed non-responsive and not responsible. Failure of any Respondent to comply with the obligation specified herein may result in the voiding any subsequent contract award to Respondent if the City discovers upon the exercise of its customary due diligence that Respondent failed to comply with the mandatory obligation in this Section. The City reserves all rights to take any other actions in the case of a Respondent's non-compliance with this Section.

N. Subcontractors

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

O. Contact with City Personnel

All Respondents are prohibited from making any contact with the City Manager, City Council, or any other official or employee of the City with regard to the Project, other than in the manner and to the person(s) designated herein. The Purchasing Specialist reserves the right to disqualify any Respondent found to have contacted City Personnel in any manner with regard to the Project.

Additionally, if it is determined that the contact with City Personnel was in violation of any provision of 720 ILCS 5/33EE, the matter may be referred to the Cook County State's Attorney for review and prosecution.

P. Costs Incurred

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

Exhibit A

DISCLOSURE OF OWNERSHIP INTERESTS

The City of Evanston Code Section 1-18-1 *et seq.* requires all persons (APPLICANT) seeking to do business with the City to provide the following information with their proposal. 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**)

- Corporation
- Partnership
- Sole Owner
- Association

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 B

ADDITIONAL INFORMATION SHEET

Proposal Name: _____

Proposal Number #: _____

Company Name: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Telephone/FAX: # _____

E-mail: _____

Comments: _____

Exhibit C

CONFLICT OF INTEREST FORM

_____, 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.

Proposer 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

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

Exhibit D

ACKNOWLEDGEMENT OF UNDERSTANDING

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

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

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

Exhibit E

ANTI-COLLUSION AFFIDAVIT AND PROPOSER'S CERTIFICATION

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

of _____
(Proposer)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

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

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

Subscribed and Sworn to this _____ day of _____, 20

Notary Public

Commission Expires: _____

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

EXHIBIT F

CITY OF EVANSTON M/W/EBE POLICY

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

Firms bidding on projects with the City must work to meet the 25% goal or request a waiver from participation. It is advised that bidders place advertisements requesting subcontractors and that they email or contact individual firms that would be appropriate to partner in response to the project. For samples of possible advertisements, see the City of Evanston's Business Diversity Section <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 were 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 Subcontractor 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 G

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 _____

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:

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

2. Attach business license if applying as an EBE

Exhibit H

M/W/EBE PARTICIPATION WAIVER REQUEST

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

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

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

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

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

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

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

_____ 3. No subcontracting opportunities exist.

Please provide a written explanation of why subcontracting is not feasible.

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

Please provide a written explanation of why M/W/EBE participation is impracticable.

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

Signature: _____

(Signature)

Date: _____

EXHIBIT I

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@chicagomsgdc.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 Center 8 S. Michigan Ave, Suite 400 Chicago, Illinois 60603 Phone: 312-853-3477; Fax: 312-853-0145 Email: wbdc@wbdc.org Carol Dougal, Director			

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

EXHIBIT J

CITY OF EVANSTON LOCAL EMPLOYMENT PROGRAM (LEP) COMPLIANCE

Effective Date January 1, 2015

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

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

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

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

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

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

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

Local Employment Program or Exhibit F Questions: City staff is available for assistance to help with compliance. Submit questions in writing to Sharon A. Johnson, Business Workforce Compliance Coordinator at shjohnson@cityofevanston.org.

EXHIBIT J

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

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

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

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

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

WAIVER WILL BE GRANTED ONLY AFTER SINCERE ATTEMPT TO COMPLY*

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

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

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

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

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

SIGNED:

Signature Printed Name and Title Date

On behalf of Company: _____

Exhibit K

Contractor Services Agreement Acknowledgement Page

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

____ I have read the contractor services agreement and plan on executing the agreement without any exceptions.

_____ My firm cannot execute the City's standard contractor service agreement unless the exceptions noted below or in the attached sample contractor services agreement are made.

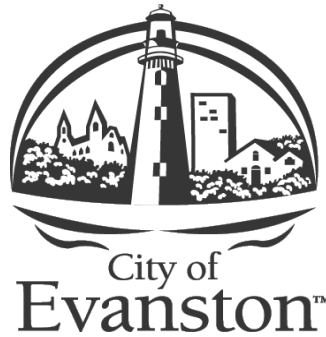
*****Please be aware that submitting exceptions to the contract may impact the likelihood of your firm being selected to perform this work.**

List exceptions in the area below:

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

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

Exhibit L



**CITY OF EVANSTON
CONTRACTOR SERVICES AGREEMENT**

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

*Cured-In-Place Pipe Sewer Rehabilitation – 2023-2025
RFQ 22-61*

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

TABLE OF CONTENTS

1	Services and Duties of the Contractor	1
2	Standard Certifications.....	4
3	Additional Services/Change Orders.....	6
4	Bonds	8
5	Liquidated Damages in the Event Contractor Fails to Complete the Work	9
6	The City’s Responsibilities	9
7	Period of Service.....	9
8	Payment for Services and Reimbursements.....	10
9	Notice and Cure/Termination	11
10	Insurance	12
11	Indemnification	13
12	Drawings and Documents	14
13	Successors and Assigns.....	15
14	Force Majeure	15
15	Amendments and Modifications	16
16	Standard of Care & Warranty	16
17	Savings Clause	17
18	Non-Waiver of Rights.....	17
19	Entire Agreement	17
20	Governing Law	17
21	Ownership of Contract Documents.....	18
22	Notice	18
23	Severability	18
24	Execution of Agreement	18
25	Counterparts	19
26	Authorizations.....	19
27	Time of Essence	19

RECITALS

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

[DESCRIPTION OF WORK]

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

- a) City of Evanston **[BID NUMBER]**, attached as Exhibit A.
- b) Contractor's response to **[BID NUMBER]**, attached as Exhibit B.
- c) Any sub-contractor sub-contracts related to this Agreement, attached as Exhibit C.

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

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

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

services under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

survive completion, expiration, or termination of this Agreement.

1.15 The Contract Documents for this Project consist of:

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

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

2 Standard Certifications

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.8 If Contractor, or any officer, director, partner, or other managerial agent of Contractor,
Agreement - 5

has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Contractor certifies at least five years have passed since the date of the conviction.

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

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

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

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

3 Additional Services/Change Orders

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

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

- material and labor, and material audits or inventories required for certification of force account construction performed by the City;
- e) Services not otherwise provided for in this Agreement.

3.2 The City may, upon written notice, and without invalidating this Agreement, require changes resulting in the revision or abandonment of work already performed by the Contractor, or require other elements of the work not originally contemplated and for which full compensation is not provided in any portion of this Agreement. Any additional services, abandonment of services which were authorized by the City, or changes in services directed by the City which result in the revision of the scope of services provided for in Exhibits A, B, and C, 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, the sum of **seven hundred fifty dollars per day**. Contractor shall reimburse the City for all costs, expenses and fees (including, without limitation, attorneys' fees), if any, paid by the City in connection with such written demand by City. Contractor stipulates and agrees that the sums payable by Contractor under this Section are reasonable under the circumstances existing as of the execution of this Agreement. This Section 5.1 is not intended to limit any direct damages that may be recoverable by City related to the Contractor's failure to complete the Work in accordance with this Agreement. There shall be no early completion bonus if the Work is completed before the substantial completion date. The City, at its option, may withhold liquidated damages from progress payments payable to Contractor before the substantial completion date.

6 The City's Responsibilities

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

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

7 Period of Service

7.1 The Contractor shall commence work on the Project after supplying the City with the Contractor's performance and payment bonds and all required insurance documents before starting its

Work on this Project. The City shall determine when the Contractor has completed the Work required pursuant to this Agreement, and shall determine the date of Final Acceptance. Contractor recognizes time is of the essence regarding its performance on this Project. Contractor shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

7.2 Each phase of the project shall be completed in accordance with the activities outlined in the City's [BID NUMBER], 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 NUMBER] 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

with a copy to:

City of Evanston Public Works Agency
Attn: Paul Moyano
555 Lincoln Street
Evanston, Illinois 60201

9 Notice and Cure/Termination

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

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

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

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

Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City's obligations hereunder shall

cease and there shall be no penalty or further payment required.

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

9.4 If, because of death or any other occurrence, including, but not limited to, Contractor becoming insolvent, it becomes impossible for any principal or principals of the Contractor to render the services set forth in this Agreement, neither the Contractor, nor its surviving principals shall be relieved of their obligations to complete the professional services. However, in the event of such an occurrence, the City at its own option may terminate this Agreement if it is not furnished evidence that competent professional services can still be furnished as scheduled.

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

10 Insurance

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

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

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

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

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

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

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

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

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

11 Indemnification

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

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

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

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

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

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

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

12 Drawings and Documents

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

12.2 The Contractor and its sub-contractor shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts,

recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the City and the federal funding entity, if applicable, and the Contractor agrees to cooperate fully with any audit conducted by the City and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this Subsection shall establish a presumption in favor of the City for recovery of any funds paid by the City under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

13 Successors and Assigns

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

14 Force Majeure

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

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

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

15 Amendments and Modifications

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

16 Standard of Care & Warranty

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

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

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

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

16.5 Contractor guarantees and warrants to the City that:

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

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

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

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

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

17 Savings Clause

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

18 Non-Waiver of Rights

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

19 Entire Agreement

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

20 Governing Law

20.1 This Agreement shall be construed in accordance with and subject to the laws and rules of the City of Evanston and the State of Illinois both as to interpretation and performance. Venue for any action arising out of or due to this Agreement shall be in Cook County, Illinois. The

City shall not enter into binding arbitration to resolve any dispute related to this Agreement. The City does not waive tort immunity by entering into this Agreement.

21 Ownership of Contract Documents

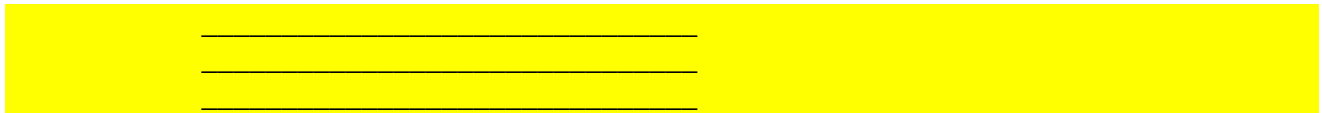
21.1 Contractor is specifically prohibited from using in any form or medium, the name or logo of the City for public advertisement, unless expressly granted written permission by the City. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection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

22 Notice

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

City of Evanston, Bid **[BID NUMBER]**
Attn: Paul Moyano, Project Manager
555 Lincoln Street
Evanston, Illinois 60201

if to the Contractor:

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

Date: _____

Approved as to form:

By: _____

Nicholas E. Cummings

Its: Corporation Counsel

Revision: April 2021

EXHIBIT M

BOND SUBMITTAL LABEL (if Applicable)

SUBMITTAL NUMBER: _____

SUBMITTAL NAME: _____

SUBMITTAL DUE DATE/TIME: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY TELEPHONE #: _____

EXHIBIT N

**Request for Qualifications No. 22-61
City of Evanston CIPP Sewer Rehabilitation**

Contractor: _____
Address: _____

Contact Name: _____
Contact Phone Number: _____
Contact Email: _____

FELT TUBE

Manufacturer _____
Manufacturer has 5 years' experience providing tube for CIPP lining (Y/N) _____
Product meets all ASTM requirements for CIPP lining (Y/N) _____

RESIN

Manufacturer _____
Manufacturer has 5 years' experience providing resin for CIPP lining (Y/N) _____

Resin Name

Resin 1 _____
Resin 2 _____
Resin 3 _____
Resin 4 _____
Resin 5 _____

* For any Resin listed, submit third party testing results from a 10,000 hour study performed in a round pipe. 10,000 hour test results must demonstrate resin will provide a minimum long-term modulus of elasticity of 200,000 psi based on a minimum short-term modulus of elasticity of 400,000 psi and a creep factor of 0.50.

GENERAL INFORMATION

(Yes / No)

A minimum of 250,000 LF of the product has been installed in the U.S. _____
Contractor is licensed / approved and trained by manufacturer to install CIPP _____
Installation details provided for curing method to be qualified (i.e. hot water and/or steam) _____
Detailed procedures for making future taps provided _____
Contractor has installed a minimum of 50,000 LF of the product since 2018 for each curing method to be pre-qualified (i.e. steam or hot water) _____
Customer list and associated footage and diameter of CIPP installed by Contractor since 2020 provided _____

Contractor: _____

In order to be pre-qualified, Contractor must demonstrate that they have successfully installed at least a total 50,000 LF of CIPP using the curing method being pre-qualified. To be pre-qualified for 36" diameter or larger CIPP installation, the Contractor must have installed at least 10,000 feet of 36" diameter or larger CIPP using the particular curing method, with the balance for that method being less than 36" diameter. Contractor can be pre-qualified for some or all categories of curing method and CIPP size. List total quantities of footage for each range installed since 2018.

Hot Water Curing

<u>Diameter Range</u>	<u>Footage</u>	<u>Criteria to be Pre-qualified</u>
Footage of Sewer Mains Less Than 36" Rehabilitated using Hot-Water-Cured CIPP.		Minimum 30,000LF
Footage of Sewer Mains 36" or Larger Rehabilitated using Hot-Water-Cured CIPP.		Minimum 10,000LF
Total footage of sewer mains rehabilitated using hot-Water-Cured CIPP.		Minimum 50,000LF

Steam Curing

<u>Diameter Range</u>	<u>Footage</u>	<u>Criteria to be Pre-qualified</u>
Footage of Sewer Mains Less Than 36" Rehabilitated using Steam-Cured CIPP.		Minimum 30,000LF
Footage of Sewer Mains 36" or Larger Rehabilitated using Steam-Cured CIPP.		Minimum 10,000LF
Total footage of sewer mains rehabilitated using Steam-Cured CIPP.		Minimum 50,000LF

I certify that the information above is true and accurate:

Signature _____

Printed Name & Title _____

Date _____

ATTACHMENT A – SAMPLE TECHNICAL SPECIFICATIONS FOR CIPP SEWER REHABILITATION PROJECTS

SCOPE OF WORK

The City of Evanston, hereinafter referred to as the “CITY”, is accepting bids for the rehabilitation of combined sewer pipelines using a cured-in-place pipe (CIPP) from pre-qualified bidders, hereinafter referred to as the “CONTRACTOR”. The CONTRACTOR shall provide employees, equipment and materials necessary to complete this work in accordance with the following terms and conditions and technical specifications.

The pipelines to be rehabilitated are listed on the bid schedule and are shown on the location maps included as Attachment C. Recordings showing the condition of the existing pipelines are available to all pre-qualified CONTRACTORS for the project. The videos can be found on YouTube at the following link:

[INSERT YOUTUBE VIDEO WEBPAGE LINK]

The reports of the City’s pre-inspections corresponding to the above videos are included as *[INSERT ATTACHMENT]*. The videos and the reports are considered part of the contract documents, and the CONTRACTOR is responsible for knowing the information included in them. Any potential obstructions, including calcium deposits, offsets, spot repairs, or any other condition that would prevent the installation of the liner in compliance with the specifications should be brought to the CITY’s attention during the bid period. Once the contract is awarded, changes to the contract will only be accepted if it is a condition that is unknown or substantially changed from the information provided in the bid documents, TV report or on the video. Otherwise, the CONTRACTOR’s bid price is assumed to be inclusive of all preparatory work.

TERM AND CONDITIONS

Only bids from pre-qualified manufacturers and installers using pre-qualified products will be opened and read. Bid documents will not be issued to companies that have not been pre-qualified. Bids submitted on products or from manufacturers/installers that have not been pre-qualified will not be opened.

SPECIAL CONDITIONS

A) Within ten days after receiving a fully executed copy of the Purchase Order, the CONTRACTOR must submit to the CITY a proposed schedule of the WORK. The CONTRACTOR must work closely with the CITY in preparing this schedule and completing this work. The CONTRACTOR and the CITY will visit each job site to discuss and confirm the scope of work required. All work on the project must be completed within the specified timeline. Failure to meet this completion date may result in the CONTRACTOR being considered unqualified to bid future CIPP sewer rehabilitation projects for the CITY.

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

C) The CONTRACTOR shall comply with Citywide Covid-19 safety protocols such as, but not limited to, maintaining the appropriate social distancing of 6 feet when possible, and wearing a face mask such as a cloth masks or bandanas covering the nose and mouth (surgical/N95 masks are not required) when working within City limits.

D) Work shall be completed during the CITY's hours of normal operation, Monday to Friday from 7:00 am to 4:00 pm. Under extenuating circumstances, the CONTRACTOR may request to work outside of these hours for safety reasons in congested areas. For these cases, the contractor must request approval from the CITY three weeks before the work is to be performed.

E) The CONTRACTOR shall field verify sewer sizes and lengths prior to fabrication of the tube to ensure that when installed, the CIPP will neatly fit the internal circumference of the existing sewer.

F) The CONTRACTOR should be aware that no work shall be allowed during an active snow storm with forecasted snowfall estimates of 2 inch and more. In the event of an active snow storm, the CITY may postpone the work for up to two days to allow for snow removal operations in the area of the work.

G) The CONTRACTOR must receive approval from the CITY prior to operating fire hydrants in temperatures below 32 degrees Fahrenheit. If approved, the CONTRACTOR must operate and fully drain the fire hydrants per the CITY's direction.

H) The CITY will distribute a newsletter to the properties affected by the proposed work based on the CONTRACTOR'S proposed schedule. The CONTRACTOR shall notify the City a minimum of 15 days in advance before the start of cleaning and inspection, and a minimum of 15 days in advance before the start of lining. The CONTRACTOR must notify the property owners that will be affected during each CIPP inversion of the specific date and time of their sewer service interruption by hand delivering a notice 24 hours in advance of the actual interruption. The CONTRACTOR must submit their proposed sewer service interruption notice form to the CITY for approval prior to distributing them to the property owners. Notice must include a phone number to reach CONTRACTOR outside of work hours, including on the weekend.

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

H) The CITY will provide the CONTRACTOR with a fire hydrant permit and the water necessary to carry out the specified work. The CONTRACTOR must use a City-provided cart assembly whenever obtaining water from a City hydrant. The cart assembly includes a hydrant meter, an RPZ, isolation valves on either side of the RPZ, a hydrant wrench, and a 5' length of flexible 2" hose for making the connection from the cart to the hydrant. Note that any hoses attached to fire hydrants or the cart assembly may not run across road pavement without proper protection as approved by the CITY, to prevent damage to the water mains. A total of \$3,050 is due at the time of the permit issuance, which includes \$500 refundable damage deposit against all hydrants listed on the permit, \$2,500 refundable damage deposit against each cart assembly on loan, and a \$50 monthly non-refundable rental fee for each cart assembly. Fees for additional rental months can be collected at time of permit issuance, paid when the cart is returned, or credited against deposits to be refunded.

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

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

K) *[INSERT OTHER SPECIAL / SITE SPECIFIC CONDITIONS]*

L) Time is of the essence in this contract.

- a. All bid items shall be completed within *[NUMBER OF DAYS]* calendar days of the Notice to Proceed.

TECHNICAL REQUIREMENTS

It is the intention of this specification to provide for the rehabilitation of combined sewer pipelines by the installation of cured-in-place pipe (CIPP). A CIPP is formed by the insertion of a resin-impregnated flexible felt tube into the existing pipe. The tube should be expanded with water or air in the inversion process to fit against the original conduit, and then heated with water or steam to cure the resin. The finished product is a joint-less, structural pipe that is formed to the existing pipe and free of dry spots, lifts, and delaminations. If these conditions are present, remove and replace the CIPP in these sewer segments.

This specification references the American Society for Testing and Materials (ASTM) designation F1216, Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube, The National Association of Sewer Service Companies, NASSCO, Recommended Specifications for Sewer Collection System Rehabilitation, and IDOT Standard Specifications. These documents are herein made part of this specification and shall be the latest edition and revision thereof. However, this specification shall govern if there is a conflict between the references and this specification.

DESIGN CONSIDERATIONS

The CIPP shall be designed using the formulas in ASTM F1216, Appendix X.1 and the following parameters:

1. The existing pipeline shall be considered fully deteriorated.
2. Groundwater is 5 feet below the surface.
3. Minimum Design Safety Factor of 2.0.
4. Soil depth shall be as indicated on Bid Schedule.
5. The pipeline shall be subjected to an earth load (specific weight of soil = 120 lb/cu ft), with applicable live load of H20 Highway.
6. The soil modulus shall be as follows:
 - a. Under streets and railroad tracks: 1000 psi
 - b. Under "natural" surfaces: 700 psi for depths less than 15 feet; 1000 psi for depths of 15 feet or more.
7. Creep Retention Percentage of 50%.
8. Enhancement Factor (if appropriate) of 7.
9. Initial Modulus of Elasticity (ASTM D790) of 250,000 psi minimum.
10. Initial Flexural Strength (ASTM D790) of 4,500 psi.
11. Contractor shall indicate pipe ovality used for calculations on the bid schedule. A minimum 2% pipe ovality should be used.

The CONTRACTOR shall complete design calculations for each location indicating the ovality used and the liner thickness required by the calculations. Note that if the calculations require a liner thicker than the minimum thickness indicated in the bid schedule, the bid price for the thicker liner should be included and the thicker liner

installed. However, regardless of calculated design thickness, the minimum nominal thickness of liner provided in the bid schedule must be met.

Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness

BID INFORMATION

The CONTRACTOR shall complete all blanks on the Bid Schedule. Provide the pipe ovality determined by the CONTRACTOR's review of the video and used to prepare design calculations. Provide the proposed thickness of the liner tube to be installed as the greater of either; 1) the required thickness as determined by the Contractor's design calculations or 2) the Minimum Nominal Thickness of Tube provided in the bid schedule. Complete the list of design parameters used for the design calculations.

The CONTRACTOR shall submit the following information with their bid:

A statement indicating resin used in the design consideration and in the liner to be installed under this contract, and a statement that the resin is the same as used during the 10,000-hour study submitted with CONTRACTOR's pre-qualification package.

When requested by the CITY, the CONTRACTOR shall provide their design calculations.

SAFETY REQUIREMENTS

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

TRAFFIC CONTROL

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

The CONTRACTOR must submit a drawing with the traffic control plan for each site within ten (10) days of the issuance of the purchase order. Drawing shall be 11x17 colored aerial at 1"=20' scale including all proposed traffic routing and signs. Work will not be allowed to proceed without an approved traffic control plan.

The Contractor shall give reasonable notice to the owners of all private driveways before interfering with them. Daily construction operations shall be terminated at such locations

that the operations of driveways are not obstructed. Driveways shall be passable between the hours of 6:00 p.m. and 9:00 am.

Driveways to fire department buildings, medical buildings, schools, and businesses required for continuance of their commerce shall be kept open and maintained in passable conditions at all times unless modified by agreement between the Contractor and the property owner. All agreements between the Contractor and private property owners must be in writing to be considered binding.

LINER PREPARATORY PROCEDURES

A) CLEANING OF THE SEWER PIPELINE

The combined sewer pipeline shall be cleaned by the CONTRACTOR in accordance with the NASSCO Recommended Specifications for Sewer Collection System Rehabilitation specification for sewer line cleaning.

CONTRACTOR shall use a carbide blade for removal of calcium deposits.

B) INSPECTION OF THE SEWER PIPELINE

The combined sewer pipeline shall be inspected using closed circuit television equipment (CCTV). The CONTRACTOR shall verify the locations of sewer repairs, connecting laterals, protruding roots and protruding laterals to ensure the clearance for the CIPP installation. See Section E) Protruding Taps for further detail on protruding laterals. The CONTRACTOR shall use a rotating camera to identify lateral connections that are blocked (capped). These laterals shall be reported to the CITY and, if confirmed by the CITY, shall not be reinstated. The combined sewer pipeline inspection shall be completed in accordance with the NASSCO Recommended Specifications for Sewer Collection System Rehabilitation specification for television inspection.

C) BYPASSING SEWAGE

The CONTRACTOR shall bypass sewage around the section or sections of the sewer pipeline(s) to be rehabilitated by plugging the existing upstream manhole and pumping the sewage into the downstream manhole. No bypass pumpage into an adjacent pipeline shall be attempted without prior approval by the CITY. The CONTRACTOR shall provide pumps and bypass lines with adequate capacity to handle the flow. Bypass pumping shall not be permitted on the main line sewers during wet weather flow unless full flow bypass capacity is provided. Pumps used overnight for bypass pumping shall be electric pumps powered by whisper generators. The CONTRACTOR shall maintain access to all driveways, alleys and streets during bypass pumping operations through use of ramps or burying bypass lines, unless approved by the City in advance.

The CONTRACTOR shall also provide bypass pumping for individual service lines of multi-family, commercial, industrial or other high occupancy buildings which discharge to the sewer being lined. The CITY will construct a sump pit on these service lines as necessary to facilitate the installation of the bypass pumping. The CITY will be responsible for opening the pipe, the CONTRACTOR is responsible for regulating flow and pumping. The

locations where service line sumps will be required shall be determined during the pre-construction meeting. CONTRACTOR to submit a bypass plan for locations where sumps are required including equipment and laydown of hoses. Discharging of bypass pumping into inlets and catchbasins is not permitted. CONTRACTOR is to verify alignment of sewer service laterals that need sump excavation pits using a lateral launching system.

D) LINE OBSTRUCTIONS

The CONTRACTOR shall clear the sewer pipeline of obstructions that reduce the cross-section of the host pipe by more than 10 percent, or that would otherwise prevent the insertion of the CIPP. Examples include but are not limited to solids, dropped joints, and roots. The CONTRACTOR shall notify the CITY of any obstruction that cannot be removed by conventional sewer cleaning equipment, or of any collapsed pipe that would prevent the installation of the CIPP. The CITY will remove these obstructions.

E) PROTRUDING TAPS

For pipes 8 to 12 inches in diameter, a lateral connection that protrudes more than one inch into the sewer segment shall be considered a protruding tap and shall be cut by the CONTRACTOR so that the protrusion is flush with the inside diameter of the sewer or no greater than one-half inch. For pipes with diameters greater than 12 inches, a lateral connection that protrudes more than 1-1/2 inch into the sewer segment shall be considered a protruding tap and shall be cut by the CONTRACTOR so that the protrusion is flush with the inside diameter of the sewer or no greater than one-half inch. The TV operator shall pan up the service before the protruding tap is cut to show the existing conditions of the service. All protruding tap cutting shall be performed during televising operations. After the protruding tap is cut, the TV operator shall pan up the service to show the extents of the cutting. The CONTRACTOR shall notify the CITY if a protruding tap cannot be removed by the cutting device.

LINER MATERIALS

The tube and resin utilized for this work shall be in strict accordance with Section 5 of the appropriate ASTM standard identified in the Technical Requirements.

LINER INSTALLATION PROCEDURES

A) RESIN IMPREGNATION

The tube shall be impregnated with resin in strict accordance with the appropriate ASTM standard.

B) INSTALLATION

The installation of the CIPP shall be accomplished in strict accordance with the appropriate ASTM standard in regards to the pulling tube into position, inversion, pressure, lubricant, curing, cool-down and workmanship. Inversion shall be accomplished by using a hydrostatic head or air pressure. Curing shall be accomplished by circulating heated water unless the CONTRACTOR has been prequalified for steam curing in the appropriate pipe diameter range. For steam curing, the steam discharge point shall be oriented vertically, a

minimum of two feet above ground level.

C) LATERAL REINSTATEMENT

The CONTRACTOR shall reinstate existing laterals and other connections not determined to be blocked (capped). Reinstatement of existing connections shall start as soon as possible after the CIPP is placed and work shall continue uninterrupted until all connections are restored. Connections shall be cut/reamed to no less than 95% capacity for all non-man entry pipes. Reinstatements shall be cut with a smooth circular motion and shall follow the perimeter of the lateral without extending beyond the lateral pipeline. At no time shall the lateral connections remain blocked off by the liner for more than ten hours.

D) SEALING LINER AT MANHOLES

If the CIPP does not fit tightly against the original pipe at its termination point(s), the space between the pipes should be sealed by filling the void with a resin mixture compatible with the CIPP.

LINER TESTING AND FINAL ACCEPTANCE

For each different pipe size and CIPP thickness utilized in this WORK, the CONTRACTOR shall take samples in accordance with Section 8.1.1 of ASTM 1216 and complete the testing as required for flexural strength, flexural modulus, and CIPP wall thickness, and submit the test results to the City.

The CONTRACTOR shall also provide to the CITY copies of video and inspection reports showing conditions of the sewer pipelines before and after the CIPP installation. Video may be submitted as a DVD or files on a USB flash drive, and must not be in a format that requires proprietary software to view. Video pictures taken before the CIPP installation shall verify if connections are blocked (capped) or not. Document protruding laterals to be trimmed on the pre-inspection report and laterals to be reinstated on the post-inspection report. The post CIPP installation video picture shall clearly show the connection reinstatement and that the connections have been cut/reamed to 95% capacity of the internal diameter of the existing connection. The finished pipe shall be continuous over the entire length of the installation and be free of dry spots, lifts, and delaminations. If these conditions are present, the CONTRACTOR shall repair the defect at their own cost in a manner acceptable to the CITY. The CONTRACTOR shall provide a one year warranty for all materials and workmanship.

MEASUREMENT AND PAYMENT

All work for this contract will be paid for at the contract unit price per lineal foot of CIPP sewer liner installed; for each lateral reinstatement; and for each protruding tap that is cut.

The contract unit price for CIPP sewer liner installation shall be payment in full for all materials, labor and equipment required for: sewer line and site preparation; sewer cleaning; removal of cleaning debris; removal of line obstructions; removal and replacement of the cone section, frame, and cover of manholes as necessary to install the liner; liners, including resin-impregnated flexible felt tube, inserting and curing the liner;

traffic control; pre-construction and post-construction television inspection, including set-ups, reverse set-ups, retrieval of stuck equipment, preparation of videos and reports for submittal to the CITY, correction of defects; trench backfill, temporary surfaces and material; site clean-up; street and lawn restoration; and all related work required to complete the installation. Payment for sewer liner is based on the actual length of installed liner. The CONTRACTOR shall measure the length prior to submitting the payment application. Installed length will be verified by the CITY prior to payment.

The contract unit price for lateral reinstatements and cutting protruding taps shall be payment in full for all materials, labor and equipment required for: closed circuit television; cutting the protruded service connections and lateral connection, and all related work required. Lateral reinstatements must be documented on the post-lining video and report. Protruding taps to be trimmed must be documented on the pre-lining video and report.

All other work required for a complete installation is considered incidental to the cost of these payment items.

ADDITIONAL INFORMATION

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

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

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

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

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

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



DEMANDSTAR

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

(E-bidding) Electronic Bidding Instructions

Introduction

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

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

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



How to check if it is an e-bidding opportunity

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

In order to do
e-bidding

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

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



In order to do
e-bidding

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

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

Contact Information

**indicates required fields*

Company Name *

Address 1 *

Address 2

City *


State *

Postal Code *

Phone *

Fax

Country *

 Bid Amount *

Alternate Bid Amount

Notes

In order to do e-bidding

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

Required Documents



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

Agency Required Documents

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

In order to do e-bidding

Upload your response documents in an accepted file format

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

E-Bid Response Documents

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

No response documents uploaded

Agency Accepted File Formats



Formats

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

Upload Electronic Documents

** indicates required fields*



Document Title *

Specify Upload Document *

Choose File No file chosen

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


Upload

In order to do e-bidding

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

E-Bid Response Documents

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

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

Agency Accepted File Formats

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

Upload Electronic Documents

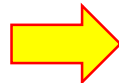
* indicates required fields

Document Title *

Specify Upload Document *

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

Your document has successfully uploaded but your response is not yet complete. You must still click 'Submit Response' on Bid Response Details page in order to complete your response and receive a confirmation



Completing your e-bid submittal

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

Agency Required Documents

EDIT

1. **Bid Reply** (Electronic/Online) ✓
2. **Checklist** (Electronic/Online) ✓
3. **Subcontractor List** (Electronic/Online) ✓
4. **Current Workload, List of Projects and Completion Dates** (Electronic/Online) ✓
5. **Questionnaire** (Electronic/Online) ✓
6. **Drug Free Workplace Form** (Electronic/Online) ✓
7. **Current Certificate of Insurance** (Electronic/Online) ✓
8. **License/Certification to do Described Work** (Electronic/Online) ✓
9. **Reference Check Form** (Electronic/Online) ✓
10. **E-Bid Reply Excel Spreadsheet** (Electronic/Online) ✓
11. **E-Bid Bond** (Electronic/Online) ✓
12. **Vendor Code of Ethics** (Electronic/Online) ✓
13. **W-9 form** (Electronic/Online) ✓

Uploaded Documents

EDIT

1. test document upload to ensure e-bidding active

E-Bid Confirmation

After clicking "Submit Response" the following process will begin:

- We will verify that your response is complete as entered.
- You will see a confirmation page with your confirmation number and date/time stamp of your upload.
- You will receive a confirmation e-mail indicating a successful response submittal.
- You may track your response submission under the View Responses page.

If you do not receive any of the above, please call Supplier Services at (206) 940-0305.

<< Return

Submit Response

Confirmation of Response

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

E-Bid Response Details

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

Bid Number EBID-20180218-0-2018/er

Bid Name **Sculpture on Lawn at City Hall Temporary Art Installation**

Bid Due Date 1/9/2019 2:00:00 PM Eastern time

Bid Opening 100 days, 1 hour, 6 minutes, 46 seconds

Response # 15104

Results Your bid response is submitted.

<< Return

Post Submission Edits

If you feel like you missed something or need to make a change you can go back to your submittal response and edit your e-bid. By clicking on “DETAILS” then “EDIT” the section you wish

Bid Identifier	Agency Name	Bid Status	Broadcast	Date Due ▼	Name	Status	Actions
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching “Backpack” Kits, Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	Incomplete	Details, Bid, History

Contact Information

EDIT

Company Name Sample DBE Company
Address 1 509 Olive Way
Address 2
City Seattle
State Washington
Postal Code 98101
Phone 2063739233
Fax 2063739233
Country United States of America
Bid Amount \$0.00
Alternate Bid Amount
Notes



Agency Required Documents

EDIT

1. Bid Reply (Electronic/Online) ✓

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 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.
