

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

**BID NUMBER: 23-56**

**For**

**Street Light Improvement Project**  
**January 11, 2024**



**BID DUE DATE:** 2:00 P.M., Tuesday, February 13, 2024

**VIRTUAL BID OPENING:** 2:15 P.M., Tuesday, February 13, 2024  
**Google Meet ID:**  
[meet.google.com/erk-vjyw-pza](https://meet.google.com/erk-vjyw-pza)  
**Phone Numbers:**  
(US) [+1 617-675-4444](tel:+16176754444)  
PIN: 491 020 418 0044#

**BID BOND:** 5% of Contract Amount

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

**CONTRACT PERIOD:** Contract award through November 15, 2024

**ELECTRONIC BID SUBMITTAL:**

Bid responses will only be accepted electronically  
via E-bidding through DemandStar ([WWW.DEMANDSTAR.COM](http://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

SPECIFICATION SECTION NUMBERS	PAGES
----------------------------------	-------

**DIVISION 0 – BIDDING REQUIREMENTS**

Notice to Bidders.....	1
Instructions to Bidders/Requirements for Bidding .....	12
<b>M/W/D/EBE Specifications</b> .....	<b>pg 10</b>
Questions.....	pg 10
General Conditions .....	12
Insurance Requirements .....	1

**RETURN ALL EXHIBITS WITH THE BID**

Exhibit A Bid Form .....	10
<b>Exhibit B City of Evanston M/W/D/EBE Policy</b> .....	<b>1</b>
<b>Exhibit C M/W/D/EBE Participation Compliance Form</b> .....	<b>1</b>
<b>Exhibit D M/W/D/EBE Participation Waiver Request</b> .....	<b>1</b>
<b>Exhibit E Construction Contractors’ Assistance Organizations</b>	<b>1</b>
<b>*Exhibit F Local Employment Program Compliance</b> .....	<b>2</b>
Exhibit G Certification of Bidder Regarding Equal Employment Opportunity .....	1
Exhibit H Disclosure of Ownership Interests .....	4
Exhibit I Additional Information Sheet .....	1
Exhibit J Certification of Compliance with Prevailing Wage Rate Act .....	1
Exhibit K Major Sub-contractors Listing .....	1
Exhibit L Conflict of Interest .....	1
Exhibit M Signature Form.....	1
Exhibit N Contractor Services Agreement Acknowledgement.....	1
Exhibit N Contractor Services Agreement .....	23
Exhibit O BID Bond Submittal Label .....	1

**ATTACHMENTS**

Contract Specifications .....	41
Plans .....	27
Prevailing Wages .....	7
DemandStar E-bidding Information.....	14

**\*NOTE: THE SELECTED BIDDER WILL BE SUBJECT TO THE REGULATIONS CONTAINED IN CITY OF EVANSTON ORDINANCE 60-O-14 AMENDMENTS TO THE LOCAL EMPLOYMENT PROGRAM (LEP)**

## CITY OF EVANSTON

### NOTICE TO BIDDERS

Bids will be received by the City's Purchasing Office until 2:00 P.M. local time **Tuesday, February 13, 2024** and will be publically read virtually via Google Meets at 2:15 P.M. Interested parties can use the following link: [meet.google.com/erk-vjyw-pza](https://meet.google.com/erk-vjyw-pza) or join by phone 617-675-4444 PIN: 491 020 418 0044# to access the virtual bid opening. Effective immediately, the City of Evanston will no longer accept hard copy paper submittals for any solicitation. Responses will only be accepted electronically via E-bidding through DemandStar ([www.demandstar.com](http://www.demandstar.com)). Although registration is required, vendors can download solicitations and upload responses for free. Bids shall cover the following:

#### **Street Light Improvement Project** **Bid Number: 23-56**

Work on this project includes removing existing underpass lighting, removing of roadway lighting, installing underpass lighting, installing full intersection lighting system, excavation, site restorations, maintenance of traffic plans and all incidental and collateral work necessary to complete the project as shown on the plans.

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

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

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

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

Linda Thomas  
Purchasing Specialist

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

### **1. ON-LINE NOTIFICATION OF SOLICITATIONS**

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

### **2. SUBMISSION OF BIDS**

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

### **3. PREPARATION OF BIDS**

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

### **4. SIGNING OF BIDS**

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

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

**5. CONSIDERATION OF BIDS**

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

**6. WITHDRAWAL OF BIDS**

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

**7. ERRORS IN BIDS**

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

**8. ADDENDA**

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

**9. RESERVED RIGHTS**

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

**10. AWARD**

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

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

#### **11. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

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

#### **12. INCONSISTENCIES AND OMISSIONS**

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

#### **13. CONDITIONS**

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

#### **14. VERIFICATIONS OF DATA**

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

#### **15. SPECIFICATIONS**

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

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

## **16. SAMPLES**

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

## **17. REGULATORY COMPLIANCE**

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

## **18. PRICING**

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

## **19. DISCOUNTS**

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

## **20. INSPECTION**

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

## **21. BIDS AND PLAN DEPOSITS**

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

## **22. DISPUTES**

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

## **23. CATALOGS**

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

## **24. TAXES**

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

## **25. PERMITS & FEES**

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



## **26. ROYALTIES & PATENTS**

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

## **27. LOCAL PREFERENCE POLICY**

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The Evanston City Council reserves the right to award the contract to an Evanston firm if the firm's bid is within five (5%) percent of the low bid of a non-Evanston firm.

## **28. POWER OF ATTORNEY**

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

## **29. WARRANTY**

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

### **30. INCURRED COSTS**

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

### **31. VARIANCES**

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

### **32. INDEMNIFICATION**

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

- E. The Contractor shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its sub-contractors' work. Acceptance of the work by the City will not relieve the Contractor of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom.
- F. All provisions of this Section 32 shall survive completion, expiration, or termination of this Agreement.

### **33. DEFAULT**

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

### **34. GOVERNING LAW**

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

### **35. EQUAL EMPLOYMENT OPPORTUNITY**

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

3. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine that availability (in accordance with the Fair Employment Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Fair Employment Practices Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Commission's Rules and regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency, the City Manager, the Commission and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contract.
7. That it will include verbatim or by reference the provisions of subsections (A) through (G) of this clause in every performance sub-contract as defined in Section 2.10(b) of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such sub-contractor; and that it will also include the provisions of subsections (A), (E), (F), and (G) in every supply sub-contract as defined in Section 2.10(a) of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such sub-contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its sub-contractors; and further it will promptly notify the

contracting agency and the Illinois Fair Employment Practices Commission in the event any sub-contractor fails or refuses to comply therewith. In addition, no contractor will utilize any sub-contractor declared by the Fair Employment Practices Commission to be non-responsible and therefore ineligible for contracts or sub-contracts with the State of Illinois or any of its political subdivisions or municipal corporations.

### **36. M/W/D/EBE GOAL**

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

### **37. LOCAL EMPLOYMENT PROGRAM REQUIREMENTS**

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

### **38. Questions**

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

### **39. COORDINATION OF EXISTING SITE WITH DRAWINGS**

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- A. Before submitting a bid, bidders shall carefully examine the drawings and specifications, visit the site, and fully inform themselves as to all conditions and limitations.
- B. Should a bidder find discrepancies in, or omissions from the drawings or specifications, or should be in doubt as to their meaning, the bidder should at once

notify the Purchasing Specialist, who will issue necessary instructions to all bidders in the form of an addendum.

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

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“Contractor agrees that he shall actively solicit bids for the sub-contracting of goods or services from qualified minority businesses. At the request of the City, Contractor shall furnish evidence of his compliance with this requirement of minority solicitation.

Contractor further agrees to consider the grant of sub-contracts to said minority bidders on the basis of substantially equal bids in the light most favorable to said minority businesses. Contractor further affirms that in obtaining his performance and bid bonds, he will seek out and use companies who have records of, and/or who will make commitments to, the bonding of minority contractors on a rate basis comparable to their bonding of similar non-minority contractors. The contractor may be required to submit this evidence as part of the bid or subsequent to it.”

**41. COMPLIANCE WITH LAWS**

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

**42. QUALIFICATION OF BIDDERS**

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

**43. COMPETENCY OF BIDDER**

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- A. No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City of Evanston upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous contract with the City.
- B. The bidder, if requested, must present within forty eight (48) hours evidence satisfactory to the Purchasing Manager of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

#### **44. PREFERENCE TO CITIZENS**

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

## **GENERAL CONDITIONS**

### **1. BASIS OF AWARD**

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

### **2. BIDS**

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#### **A. UNIT PRICE BID**

1. The Bidder is to submit a unit price bid for each bid line on the Bid Form which includes all costs incidental to performing the specified work.
2. It is understood and agreed that the unit quantities given in the supporting pages are approximate only and the Bidder shall verify these quantities before bidding as no claim shall be made against the City on account of any excess or deficiency in the same.
3. Unit prices given in the supporting pages shall be used by the Owner and the Contractor for any subsequent changes in the contract.
4. The quantities provided in the bid documents are approximate only and are subject to increase or decrease. Actual compensation to the CONTRACTOR shall be based upon the actual quantities multiplied by the unit prices bid for each item. The unit prices submitted herewith is for the purpose of obtaining a gross sum, and for use in computing the value of additions and deductions and for the purpose of determining the lowest BIDDER. Should there be a discrepancy between the gross sum bid and that bid resulting from summation of quantities multiplied by their respective unit prices, the latter shall apply.

### **3. QUANTITIES**

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

### **4. CONTRACT TERM**

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

### **5. NOTICE TO PROCEED/ PURCHASE ORDER/ CONTRACT**

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



- B. Upon approval of the required bonds and insurance documents, the City will issue a Purchase Order to the Contractor for the contract amount. All Applications for Payment must reference the Purchase Order number.
- C. When it is necessary to issue a Change Order that increases/decreases the contract amount, a Change Order form will be issued and a modified Purchase Order will be issued reflecting the revised contract amount.
- D. When it is necessary to issue a Change Order that only increases/decreases the contract period, only a Change Order form will be issued establishing the revised contract period.
- E. Upon Award the contractor shall execute the Contractor Services Agreement.

## **6. PAYMENT**

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

## **7. DECISIONS TO WITHHOLD CERTIFICATION FOR PAYMENT**

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

## **8. CHANGES IN WORK (Delete D. if Lump Sum Bid)**

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- A. The City reserves the right to make changes in the plans and specifications by altering, adding to, or deducting from the work, without invalidating the contract. All such changes shall be executed under the conditions of the original contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.
- B. No change shall be made unless a written Change Order and/or modified Purchase Order is issued by the City stating that the City has authorized the change, and no claim for an addition to the contract shall be valid unless so ordered.
- C. If such changes diminish the quantity of work to be done they shall not constitute a claim for damage or anticipated profits on the work, such increase shall be paid in one or more of the following ways:
  - 1. by estimate and acceptance in lump sum
  - 2. by unit prices named in the contract's bid form or subsequently agreed upon
- D. Whenever the quantity of any pay item as given in the proposal shall be increased or decreased, payment shall be made on the basis of the actual quantity completed at the unit price for such pay item named in the proposal.

## **9. DEDUCTION FOR UNCORRECTED WORK**

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

## **10. CITY'S RIGHT TO TERMINATE CONTRACT**

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

## **11. LIENS**

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

## **12. SEPARATE CONTRACTS**

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- A. The City reserves the right to let other contracts in connection with this work. The contractor shall afford other contractors reasonable opportunity for the introduction

and storage of their materials and the execution of their work and shall properly connect and coordinate his or her work with theirs. If any part of the contractor's work depends on proper execution or results upon the work of any other contractor, the contractor shall inspect and promptly report to the City any defects in such work that render it unsuitable for such proper execution and results. His or her failure to so inspect and report shall constitute an acceptance of other contractor's work as fit and proper.

- B. To insure the proper execution of his or her subsequent work, the contractor shall measure work already in place and shall at once report to the City any discrepancy between the executed work and the drawings which will affect his or her work.

### **13. PROTECTION & SAFEGUARDS**

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- A. Unless otherwise specified, the contractor, as a part of this contract, shall provide, erect and maintain temporary roads, fences, bracing, lights, warning signs, barricades, etc. necessary for the protection of the construction materials, adjacent property and the public.
- B. The contractor shall contact all utilities which will be affected by its operations and notify the owners of the utilities of its operations and their limits within forty-eight (48) hours prior to beginning construction. The contractor shall be responsible for damage to utilities and shall, at his or her own expense, restore such property to a condition equal to that which existed before its work, as may be directed by the owners.
- C. The contractor shall protect all work and unused materials of this contract from any and all damage and shall be solely responsible for the condition of such work and materials.

### **14. MATERIAL STORAGE**

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

### **15. CLEANING UP**

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

uses and generates.

## **16. RESTORATION OF SITE**

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

## **17. PREVAILING WAGE**

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- A. Prospective Bidders shall thoroughly familiarize themselves with the provisions of the above-mentioned Act and shall prepare any and all bids/bids in strict compliance therewith.
- B. **Effective September 1st - All work performed on new and existing projects must be submitted to Illinois Department of Labor through the certified transcript of payroll portal.** You may access the portal here: [Certified Transcript of Payroll Portal](#)

All contractors and sub-contractors on public works projects **must submit and upload certified payrolls** on a monthly basis to the **IDOL** online portal, provide a pdf copy to the City's project manager and business work force development coordinator, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records her or she knows to be false is a Class B misdemeanor.

- C. The certified payroll record must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.
- D. All certified payrolls shall be submitted in electronic format, preferably a PDF file.
- E. As a condition of receiving payment, Contractor must (i) be in compliance with the

Agreement, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). Contractor is responsible for contacting the Illinois Dept. of Labor 217-782-1710; <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-act.aspx> compliance with prevailing wage requirements), (iii) pay its suppliers and sub-contractors according to the terms of their respective contracts, and (iv) provide lien waivers to the City upon request.

## **18. CONTRACTOR REQUIREMENTS**

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

## **19. SUB-CONTRACTORS**

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- A. The term "sub-contract" means any agreement, arrangement or understanding, written or otherwise between a Contractor and any person (in which the parties do not stand in the relationship of an employer or an employee) for the furnishing of

supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more Contracts under which any portion of the Contractor's obligation under any one or more Contracts is performed, undertaken or assumed.

- B. The Bidder is specifically advised that any person, firm or party, to whom it is proposed to award a sub-contract under this contract must be acceptable to the City. Approval for the proposed sub-contract Award cannot be given by the City until the proposed Sub-contractor has submitted evidence showing that it has fully complied with any reporting requirements to which it is, or was, subject.
- C. The contractor, shall, within ten (10) days after award of the Contract, submit to the City in writing, names and addresses and respective amounts of money for proposed contracts with Sub-contractors/major suppliers. The City will review and may direct the Contractor that they shall not employ any that are not acceptable as provided above.
- D. The sub-contractor shall abide by and comply with all local, State and federal laws and regulations relating to contracts involving public funds and the development/construction of public works, buildings, or facilities.

## **20. PAYMENTS TO SUB-CONTRACTORS**

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

## **21. BOND – PERFORMANCE, MATERIAL, & LABOR**

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- A. When required by the specifications herein, the successful Bidder or Bidders shall, within ten (10) calendar days after acceptance of the Bidder's bid by the City, furnish a performance bond for 100% of the full amount of the contract from insurance companies having not less than A+ Policyholders Rating from the most recent Alfred M. Best and Co., Inc. listing available. Certification of the insurance company's rating shall be provided prior to contract implementation and quarterly thereafter until contract completion. Should such rating fall below the required A+ level during performance of the contract, it will be the contractor's responsibility to notify the City and provide a new bond from an insurance company whose rating meets the City's requirements.
- B. When required by the specifications herein, all Bidders shall submit with the bid a bid bond. A letter of credit may be furnished in lieu of a bid bond only if the following conditions are met: 1) An irrevocable letter of credit must be obtained from an accredited bank which shall include an agreement that the bank will honor a demand by the City for payment due to Plaintiff failure to complete the project. 2) An irrevocable letter of credit must be in writing and signed by an authorized representative of the bank. 3) The irrevocable letter of credit must expressly state that it is irrevocable until the bid has been awarded. 4) The letter of credit must be for the percentage specified in the bid documents.
- C. The City may reject the use of an irrevocable letter of credit if the financial soundness of the issuing bank is found to be unacceptable.
- D. In the event that the Bidder fails to furnish a performance bond in said period of ten (10) calendar days after acceptance of the Bidder's bid by the City, the City may withdraw its acceptance of the bid and retain the Bidder's deposit as liquidated damages and not as a penalty.
- E. If the contractor has more than one project for which there is a contract with the City of Evanston the contractor shall provide a separate Performance Bond for each project.

## **22. INDEMNITY**

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- A. The Contractor shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Contractor or Contractor's sub-contractors, employees, agents or sub-contractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

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

### **23. CONTRACTOR'S LIABILITY INSURANCE**

- A. THE CONTRACTOR SHALL NOT COMMENCE WORK UNDER THIS CONTRACT UNTIL THEY HAVE OBTAINED ALL INSURANCE REQUIRED HEREIN AND SUCH INSURANCE HAS BEEN APPROVED BY THE CITY. Nor shall the contractor allow any sub-contractor to commence work until all similar insurance required of the sub-contractor has been so obtained.
- B. The City of Evanston shall be named as an additional insured on the policy of the contractor for whatever the policy limits are for the contractor, but in no event shall the Comprehensive General Liability limits be less than \$3,000,000.00.



- C. If the contractor has more than one project for which he has a contract with the City of Evanston there shall be separate Certificates of Insurance naming the City as an additional insured on each separate policy.
- D. In the event of accidents, injuries, or unusual events, whether or not any injury occurred, the contractor shall promptly furnish the City with copies of all reports of such incidents.
- E. The contractor shall furnish one (1) copy of a certificate, with the City named as an additional insured, showing the following minimum coverage with insurance company acceptable to the City.

#### **24. PRE-CONSTRUCTION MEETING**

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

#### **25. LIQUIDATED DAMAGES**

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- A. The Contractor must commence work within 10 days of notice from the City and the work must be completed by **11/15/2024**. In the event the work is not substantially completed by **10/31/2024**, then in addition to any remedies available to the City, the Contractor will pay to the City the sum of \$ **750 (Seven Hundred and Fifty Dollars)** per day for each calendar day beyond those dates, until substantial completion of the work has been achieved. This payment is for liquidated damages, in addition to any other damages that may be incurred by the City, and not as a penalty. All such liquidated damages may be set-off against any moneys that may be due the contractor.
- B. Substantial Completion shall be defined as the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the work for its intended use. Substantial Completion will be certified by the issuance of a Certificate of Substantial Completion, to be issued by the City's representative, when the Contractor has satisfied the above statement and billed the City for a minimum of 90% of the total value of the work.

#### **26. EXTENSION OF TIME**

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

## **27. DEFAULT**

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- A. The City may, subject to the provisions of this section, by written notice of default to Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
1. if the Contractor fails to perform the services within the time specified herein, or any extension thereof; or
  2. if the contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure failure within a period of 10 days (or such other extended period as the City may authorize in writing) after receipt of notice from the City specifying such failure
- B. In the event the City terminates this contract in whole or in part as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar to those so terminated, and the Contractor will be liable to the City for any excess costs for such similar services.
- C. The Contractor will not be liable for any excess of costs if acceptable evidence has been submitted to the City that the failure to perform the contract was due to causes beyond the control and without fault or negligence of the Contractor.
- D. Contractors who default may not be considered for awards of future City contracts.

## **28. USE OF PREMISES**

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

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

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

To ensure full and fair consideration of all bids, the City of Evanston requires all Bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the Bidder and the City of Evanston, its officials, and/or employees. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in its bid, identifying the name of the City of Evanston official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The

existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Bidder from consideration. Information provided by Bidders in this regard will allow the City of Evanston to take appropriate measures to ensure the fairness of the bidding process.

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

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

**INSURANCE REQUIREMENTS**

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

Thirty day notice of cancellation required on all certificates.

**EXHIBIT A – BID FORM**  
**For**  
**Street Light Improvement Project**

**(BID #23-56)**

1.01 BID TO:

**THE CITY OF EVANSTON**

2100 Ridge Avenue  
Evanston, Illinois 60201

Hereinafter called "OWNER".

1.02 BID FROM:

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(Hereinafter call "BIDDER")

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Address

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Telephone Number

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Fax Number

1.03 BID FOR: **Street Light Improvement Project**

1.04 ACKNOWLEDGEMENT:

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

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

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

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

#### 1.05 GENERAL STATEMENTS

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

#### 1.06 ALTERNATES

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

1.07 ALLOWANCE

A. N/A

1.08 AGREEMENT

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

1.09 SCHEDULE

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

1.10 PROPOSED PRICES

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

**TOTAL BASE BID AMOUNT:** \$ \_\_\_\_\_

1.11 UNIT PRICING LIST

The undersigned submits the following UNIT PRICING LIST to be performed as shown on the Plans and/or described in the Specifications, and agrees that items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part of the work for which a unit price is given, and understands that no additional payment will be made for such incidental work from the estimated quantities shown below. Unit prices for individual line items shall be used for the project's schedule of values, pay applications and will also be used to determine the amount to ADD TO or DEDUCT FROM the contract LUMP SUM PRICE for properly authorized additional or deducted work. In the event of a change to the contract the contractor shall be limited to markup percentages as indicated in Section 01028, 1.05, A. Bidders shall examine plans and determine actual work items and quantities for the work involved for bid analysis by the Owner.

Pay Item	Description	Unit	Quantity	Unit Price	Cost
67100100	MOBILIZATION	L SUM	1		
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1		
80400100	ELECTRIC SERVICE INSTALLATION	EACH	1		
80400200	ELECTRIC UTILITY SERVICE CONNECTION	L SUM	1		
81028220	UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	FOOT	205		
81028370	UNDERGROUND CONDUIT, PVC, 3" DIA.	FOOT	60		
81100320	CONDUIT ATTACHED TO STRUCTURE, 1" DIA., PVC COATED GALVANIZED STEEL	FOOT	667		
81100605	CONDUIT ATTACHED TO STRUCTURE, 2" DIA., PVC COATED GALVANIZED STEEL	FOOT	30		
81300220	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 6" X 6" X 4"	EACH	18		
81300530	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 10" X 6"	EACH	5		
81300800	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 18" X 12" X 6"	EACH	3		
81400730	HANDHOLE, COMPOSITE CONCRETE	EACH	2		
81603035	UNIT DUCT, 600V, 2-1C NO.6, 1/C NO.6 GROUND, (XLP-TYPE USE), 1" DIA. POLYETHYLENE	FOOT	90		
81603081	UNIT DUCT, 600V, 3-1C NO.2, 1/C NO.4 GROUND, (XLP-TYPE USE), 1 1/2" DIA. POLYETHYLENE	FOOT	60		
81603100	UNIT DUCT, 600V, 4-1C NO.6, 1/C NO.6 GROUND, (XLP-TYPE USE), 1 1/4" DIA. POLYETHYLENE	FOOT	1,181		
81702110	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10	FOOT	2,373		
81702150	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	FOOT	225		
82110019	LUMINAIRE, LED, UNDERPASS, WALLMOUNT, OUTPUT DESIGNATION A	EACH	18		
82110029	LUMINAIRE, LED, UNDERPASS, SUSPENDED, OUTPUT DESIGNATION A	EACH	4		
83600200	LIGHT POLE FOUNDATION, 24" DIAMETER	EACH	72		
84200500	REMOVAL OF LIGHTING UNIT, SALVAGE	EACH	11		



84200804	REMOVAL OF POLE FOUNDATION	EACH	11		
84500120	REMOVAL OF ELECTRIC SERVICE INSTALLATION	EACH	1		
89502300	REMOVE ELECTRIC CABLE FROM CONDUIT	FOOT	300		
89502380	REMOVE EXISTING HANDHOLE	EACH	1		
X0320028	RELOCATE EXISTING CCTV CAMERAS	L SUM	1		
X8250500	LIGHTING UNIT COMPLETE, SPECIAL	EACH	8		
X8250505	LIGHTING CONTROLLER, SPECIAL	EACH	1		
X8420111	REMOVAL OF UNDERPASS LIGHTING UNIT, NO SALVAGE	EACH	8		
Z0013798	CONSTRUCTION LAYOUT	L SUM	1		
Z0033020	LUMINAIRE SAFETY CABLE ASSEMBLY	EACH	8		
Z0033028	MAINTENANCE OF LIGHTING SYSTEM	CAL MO	4		
Project Total					\$

\* Unit Price to be provided by Bidder

\*\* Total costs to be provided by Bidder

#### 1.12 BID SECURITY

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

- A. The City of Evanston Civic Center is unable to receive in person drop-off and it is closed to the public. The original bid bond must be mailed within ten (10) days after the due date, to the City of Evanston Purchasing Department, 2100 Ridge Avenue - Room 4200 Evanston, Illinois 60201 Attention Purchasing Manager using the USPS (certified or priority), UPS or FedEx mail options in order to have a tracking number.
- B. Accompanying this electronic submittal is a scanned copy of a bank draft, bid bond, Cashier's check or Certified check as surety in the amount of not less than five percent (5%) of the Total Bid payable to the City of Evanston.

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

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

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

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

\_\_\_\_\_.

### 1.13 PERFORMANCE/PAYMENT BOND

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

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

Cost of bond for change order is \_\_\_\_\_ percent of change order cost.

### 1.14 LIQUIDATED DAMAGES

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

### 1.15 MATERIAL SUBSTITUTION SHEET

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

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

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

1.16 PROPOSAL SIGNATURE (REQUIRED)

A. SOLE PROPRIETOR

Signature of Bidder: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

B. PARTNERSHIP

Signature of All Partners: \_\_\_\_\_

\_\_\_\_\_  
Name (typed or printed)

\_\_\_\_\_  
Name (typed or printed)

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

C. CORPORATION

Signature of Authorized Official: \_\_\_\_\_

Title: \_\_\_\_\_

Name above (typed or printed): \_\_\_\_\_

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

(Corporate Seal)

Attest: \_\_\_\_\_  
Secretary

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

1.17 DISCLOSURE

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

Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

1.18 CONTACTS

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

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

1.19 REFERENCES

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

1. Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Dates: \_\_\_\_\_

2. Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Dates: \_\_\_\_\_

3. Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Dates: \_\_\_\_\_

## **EXHIBIT B**

### **City of Evanston M/W/D/EBE Policy**

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

Firms bidding on projects with the City must work to meet the 25% goal or request a waiver from participation. It is advised that bidders place advertisements requesting sub-contractors and that they email or contact individual firms that would be appropriate to partner in response to the project. For samples of possible advertisements, see the City of Evanston's Business Diversity Section <http://www.cityofevanston.org/business/business-diversity/> ([Sample Advertisement](#)). If 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/D/EBE goal, the Bidder must seek a waiver or modification of the goal on the attached forms. Bidder must include:

1. A narrative describing the Bidder's efforts to secure M/W/D/EBE participation prior to the bid opening.
2. Documentation of each of the assist agencies that were contacted, the date and individual who was contacted, and the result of the conversation (see form)
3. A letter attesting to instances where the bidder has not received inquiries/proposals from qualified M/W/D/EBEs
4. Names of owners, addresses, telephone numbers, date and time and method of contact of qualified M/W/D/EBE who submitted a proposal but was not found acceptable.
5. Names of owners, addresses, telephone numbers, date and time of contact of at least 15 qualified M/W/D/EBEs the bidder solicited for proposals for work directly related to the Bid prior to the bid opening (copies must be attached).

If a bidder is selected with a Sub-contractor listed to meet the M/W/D/EBE goal, a "monthly utilization report" will be due to the City prior to each payment being issued to the Contractor. This report will include documentation of the name of the firm hired, the type of work that firm performed, etc. Should the M/W/D/EBE not be paid according to the schedule proposed in this document, the City reserves the right to cancel the contract. Examples of this monthly form can be found on the City's website: <http://www.cityofevanston.org/business/business-diversity/> ([MWDEBE Monthly Utilization Report](#)).

**EXHIBIT C**

**M/W/D/EBE PARTICIPATION COMPLIANCE FORM**

I do hereby certify that

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

This firm is a (check only one):

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

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

\_\_\_\_\_ Disadvantaged Business Enterprise (DBE), a firm that is at least 51% managed and controlled by a disadvantaged, certified by a certifying agency within Illinois.

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

Total proposed price of response \$ \_\_\_\_\_

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

Percentage of work to be performed by a M/W/D/EBE \_\_\_\_\_%

Information on the M/W/D/EBE Utilized:

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Signature of firm attesting to participation \_\_\_\_\_

Title and Date \_\_\_\_\_

Type of work to be performed \_\_\_\_\_

Please attach:

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

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

2. Attach business license if applying as an EBE

**EXHIBIT C**

**M/W/D/EBE UTILIZATION SUMMARY REPORT**

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

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



**EXHIBIT D**

**M/W/D/EBE PARTICIPATION WAIVER REQUEST**

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

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

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

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

\_\_\_\_\_ 1. No M/W/D/EBEs responded to our invitation to bid.

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

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

\_\_\_\_\_ 3. No sub-contracting opportunities exist.

**Please provide a written explanation of why sub-contracting is not feasible.**

\_\_\_\_\_ 4. M/W/D/EBE participation is impracticable.

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

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

Signature: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

**EXHIBIT E**

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

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

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

## EXHIBIT F

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

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

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

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

**If the employee (LEP Evanston resident) fails to comply:** At the sole discretion of the City, an employee that has been hired through the LEP may be removed from the program for a period of not less than one year for failing to adhere to program guidelines or due to termination by the contractor for cause. Such termination process will be reviewed by the 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 Jessica Cooper, Workforce Development Coordinator at [jcooper@cityofevanston.org](mailto:jcooper@cityofevanston.org) or Tammi Nunez, Purchasing Manager at [tnunez@cityofevanston.org](mailto:tnunez@cityofevanston.org).

**EXHIBIT F**  
**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: \_\_\_\_\_

\_\_\_\_\_  
 Signature Printed Name and Title Date  
 On behalf of Company: \_\_\_\_\_



**EXHIBIT H**

**DISCLOSURE OF OWNERSHIP INTERESTS**

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

APPLICANT NAME: \_\_\_\_\_

APPLICANT ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

APPLICANT is (**Check One**)

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

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

**SECTION I - CORPORATION**

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

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

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

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**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%.

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

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**SECTION 3 - TRUSTS**

3a. Trust number and institution.

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

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

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**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.

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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).

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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.)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Person Preparing Statement

\_\_\_\_\_  
Title

ATTEST: \_\_\_\_\_  
Notary Public

(Notary Seal)

Commission Expires: \_\_\_\_\_

**EXHIBIT I**

**ADDITIONAL INFORMATION SHEET**

Bid/Proposal Name: \_\_\_\_\_

Bid/Proposal Number #: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone/FAX: # \_\_\_\_\_

E-mail: \_\_\_\_\_

**Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT J**

**CERTIFICATE OF COMPLIANCE  
WITH PREVAILING WAGE RATE ACT**

The undersigned, upon being first duly sworn, hereby certifies to the City of Evanston, Cook, County, Illinois, that all work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, 820 ILCS 130 *et seq*, and as amended by Public Acts 86-799 and 86-693 and current City of Evanston Resolution, with rates to be paid in effect at time work is performed. Contractors shall submit monthly certified payroll records to the city.

Name of Contractor: \_\_\_\_\_

By: \_\_\_\_\_

By: State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

Notary Public



**EXHIBIT L**

**CONFLICT OF INTEREST**

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

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

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

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

\_\_\_\_\_  
Notary Public

(Notary Seal)

Commission Expires: \_\_\_\_\_

**EXHIBIT M**

**SIGNATURE FORM**

**THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED**

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

Authorized Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

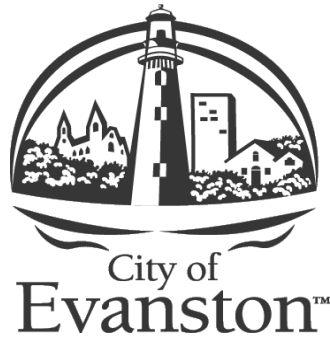
Telephone Number: \_\_\_\_\_

E-mail \_\_\_\_\_

Fax Number: \_\_\_\_\_



**Exhibit N**



**CONTRACTOR SERVICES AGREEMENT**

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

*[Street Light Improvement Project]*

**(BID #23-56)**

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

## RECITALS

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

*[Insert whatever project specific background and language is appropriate]*

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

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

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

### 1 Services and Duties of the Contractor

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

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

EXHIBIT N

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

EXHIBIT N

information:

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

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

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

2.8 If Contractor, or any officer, director, partner, or other managerial agent of Contractor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Contractor certifies at least five years have passed since the date of the conviction.

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

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

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

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

EXHIBIT N

Wage Act, 820 ILCS 130/0.01 *et. seq.*

### 3 Additional Services/Change Orders

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

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

3.2 The City may, upon written notice, and without invalidating this Agreement, require changes resulting in the revision or abandonment of work already performed by the Contractor, or require other elements of the work not originally contemplated and for which full compensation is not provided in any portion of this Agreement. Any additional services, abandonment of services which were authorized by the City, or changes in services directed by the City which result in the revision of the scope of services provided for in Exhibits A, B, C, and D that cause the total Compensation due Contractor under this Agreement to exceed \$25,000 or more, or increase or decrease the contract duration by more than 30 days are subject to approval by the Evanston City Council. These actions must be addressed either in a written Change Order or in a written amendment to this Agreement approved by both parties.

3.3 Contractor acknowledges and agrees that the Public Works Construction Change Order Act, 50 ILCS 525/1 *et seq.* shall apply to all Change Orders for the Project. It is expressly understood and agreed to by Contractor that it shall not be entitled to any damages or Compensation from the City on account of delay or suspension of all or any part of the Work. Contractor acknowledges that delays are inherent in construction projects and Contractor assessed that risk and fully included that risk assessment within its contract sum specified in its Response to the City

EXHIBIT N



**RFP/RFQ/Bid** for this Project. The City shall not compensate Contractor for work that is more difficult than the contract sum specified in its Response would reflect. Delays to minor portions of the Work will not be eligible for extensions of time.

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

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

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

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

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

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

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

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

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

Any person who fails to first obtain the City's written authorization for a Change Order commits a Class 4 felony. The written determination and the written Change Order resulting from

that determination shall be preserved in the contract's file which shall be open to the public for inspection.

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

**Contractor's Initials:** \_\_\_\_\_

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

## 4 Bonds

4.1 Before the Scheduled Construction Commencement Date, the Contractor is required to furnish unconditional performance and payment bonds in the amount of 100% of the Compensation as security for the faithful performance and completion of all the Contractor's obligations under the Contract Documents and covering the payment of all materials used in the performance of this Agreement and for all labor and services performed under this Agreement. All Bonds shall be issued on a form acceptable to the City. The bonds must be for the entire term of the Agreement. Failure to provide these bonds shall constitute a breach of Contractor's obligations under this Agreement. Each surety providing the Bonds must have a Best's rating not less than A/X and be licensed in Illinois and shall be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 as published in the Federal Register and available on the website of the U.S. Department of the Treasury, Financial Management Service, at [www.fms.treas.gov/c570/c570.html](http://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 and Fifty Dollars) \$750.00 per day**. Contractor shall reimburse the City for all costs, expenses and fees (including, without limitation, attorneys' fees), if any, paid by the City in connection with such written demand by City. Contractor stipulates and agrees that the sums payable by Contractor under this Section are reasonable under the circumstances existing as of the execution of this Agreement. This Section 5.1 is not intended to limit any direct damages that may be recoverable by City related to the Contractor's failure to complete the Work in accordance with this Agreement. There shall be no early completion bonus if the Work is completed before the substantial completion date. The City, at its option, may withhold liquidated damages from progress payments payable to Contractor before the substantial completion date.

## 6 The City's Responsibilities

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

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

## 7 Period of Service

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

7.2 Each phase of the project shall be completed in accordance with the activities outlined in the City's RFQ/RFP/Bid \_\_\_\_\_, Exhibit A. Project phases include:

7.2.1 Phase X: *[Phase name here.]*

7.2.2 Phase X: *[Phase name here.]*

7.2.3 Phase X: *[Phase name here.]*

## 8 Payment for Services and Reimbursements

8.1 Within the first five (5) business days of each month, the Contractor shall invoice the City for Work completed during the previous month. The Contractor shall provide a detailed invoice that relates invoiced items to the Contractor's response to RFQ/RFP/Bid \_\_\_\_\_ in both quantity and unit cost. Any discrepancies in the monthly invoice shall be promptly brought to the attention of the Contractor by the City Project Manager and efforts shall be made to promptly resolve said discrepancies between the City and Contractor. In the event the City and Contractor cannot resolve invoice discrepancies, items in dispute will be removed from the invoice and the City shall approve the remainder of the invoice. Payment will be made as soon as possible following the City Council meeting in which the item appeared on the bills list, and in accordance with all applicable laws and rules of the City of Evanston and the State of Illinois.

8.2 In the event of termination by the City of this Agreement pursuant to paragraph 9.1 after completion of any phase of the basic services, fees due the Contractor for services rendered through such phase shall constitute final payment for such services, and no further fees shall be due to the Contractor. In the event of such termination by the City during any phase of the basic services, the Contractor shall be paid for services rendered on the basis of the proportion of work completed on the phase to date of termination.

8.3 The City shall have the right to withhold payment to the Contractor due to the quality of a portion or all of the work performed hereunder which is not in accordance with the requirements of this Agreement, or which is unsatisfactory, or is due to the Contractor's failure or refusal to perform any of its obligations hereunder. Compensation in excess of the total contract amount specified in this Agreement will not be allowed unless justified in the City's sole judgment and authorized in advance as provided for in Section 3 of this Agreement. Compensation for improper performance by the Contractor is disallowed.

8.4 Upon completion of the Work performed by the Contractor, prior to the submission of a request for final payment, the City and Contractor shall perform a final acceptance test and review of the Work performed and/or equipment installed pursuant to the Agreement. A punch list of items outstanding will be jointly developed by the City and Contractor. In addition, the Contractor shall submit drawings of record for the Project for the City to approve. The Contractor shall promptly resolve all punch list items to the satisfaction of the City, and shall transmit to the City in writing confirmation that all punch list items have been resolved. The City will review, and the Contractor shall modify, as necessary, any drawings of record to the satisfaction of the City. Punch list items and drawings of record must be approved by the City prior to the Contractor submitting its final invoice for payment.

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

8.6 All Project invoices shall be sent to:

City of Evanston *[Applicable department]*  
2100 Ridge Avenue  
Evanston, Illinois 60201

with a copy to:

City of Evanston *[Anyone else as applicable]*  
2100 Ridge Avenue  
Evanston, Illinois 60201

## 9 Notice and Cure/Termination

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

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

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

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

Payments made by the City pursuant to this Agreement are subject to sufficient

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

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

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

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

## 10 Insurance

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

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

After award of the Contract to Contractor (contracts over \$500,000 in value or if the project is deemed high risk) the Contractor **shall** give the City a certified copy (ies) of the insurance policy (ies) evidencing the amounts set forth in Section 10.2, and copies of the Additional Insured endorsement to such policy (ies) which name the City as an Additional Insured for all Work done

pursuant to this Agreement before Contractor does any Work pursuant to this Agreement. Contractor's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the City. Contractor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies.

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

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

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

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

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

Contractor expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects the City. Contractor expressly agrees that its insurance coverage is required to be primary by this Agreement, that its insurance coverage shall be on a primary and non-contributory basis, and that it and its insurance carrier are estopped from denying such coverage is primary. In the event Contractor fails to purchase or procure insurance as required above, the parties expressly agree that Contractor shall be

EXHIBIT N

in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy, or reimbursement, at law or in equity, against Contractor.

## 11 Indemnification

11.1 The Contractor shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Contractor or Contractor's sub-contractors, employees, agents or sub-contractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

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

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

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

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

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



of this Agreement.

## 12 Drawings and Documents

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

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

## 13 Successors and Assigns

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

## 14 Force Majeure

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

- a) Acts of nature;
- b) Acts or failure to act on the part of any governmental authority other than the City or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement;
- c) Acts of war;
- d) Acts of civil or military authority;
- e) Embargoes;
- f) Work stoppages, strikes, lockouts, or labor disputes;

- g) Public disorders, civil violence, or disobedience;
- h) Riots, blockades, sabotage, insurrection, or rebellion;
- i) Epidemics or pandemics;
- j) Terrorist acts;
- k) Fires or explosions;
- l) Nuclear accidents;
- m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities;
- n) Major environmental disturbances; or
- o) Vandalism.

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

## 15 Amendments and Modifications

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

## 16 Standard of Care & Warranty

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

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

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

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

16.5 Contractor guarantees and warrants to the City that:

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

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

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

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

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

## 17 Savings Clause

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

## 18 Non-Waiver of Rights

18.1 No failure or delay by the City to exercise any power given to it hereunder or to insist

upon strict compliance by Contractor with its obligations hereunder, nor any payment made by the City under this Agreement, shall constitute a waiver of the City's right to demand strict compliance with the terms hereof, unless such waiver is in writing and signed by the City.

## 19 Entire Agreement

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

## 20 Governing Law

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

## 21 Ownership of Contract Documents

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

## 22 Notice

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

City of Evanston Project Manager, RFQ/RFP/Bid \_\_\_\_\_  
2100 Ridge Avenue  
Evanston, Illinois 60201

if to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## 23 Severability

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

## 24 Execution of Agreement

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

## 25 Counterparts

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

## 26 Authorizations

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

## 27 Time of Essence

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

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

**CONTRACTOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF EVANSTON**

By: \_\_\_\_\_

Luke Stowe

Its: City Manager

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_

Alexandra Ruggie

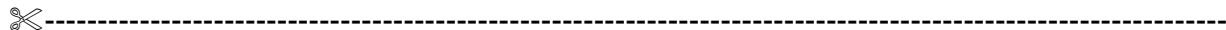
Its: Interim Corporation Counsel

Revision: April 2021

**EXHIBIT O**

**BID BOND SUBMITTAL LABEL**

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



**BID SUBMITTAL NUMBER:** \_\_\_\_\_

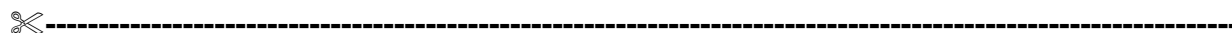
**BID SUBMITTAL NAME:** \_\_\_\_\_  
\_\_\_\_\_

**BID SUBMITTAL DUE DATE/TIME:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**COMPANY ADDRESS:** \_\_\_\_\_

**COMPANY TELEPHONE #:** \_\_\_\_\_



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

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

**STATE OF ILLINOIS**

**City of Evanston**

# **CONTRACT SPECIFICATIONS**

**For**

**Street Light Improvement Project**

**Bid Number: 23-56**



**CITY OF EVANSTON**

**SPECIAL PROVISIONS**

**Street Light Improvement Project**  
**Bid Number: 23-56**

**TABLE OF CONTENTS**

<b>PROJECT DESCRIPTION</b> .....	3
<b>COMPLETION DATES</b> .....	3
<b>MATERIAL TESTING/INSPECTION</b> .....	4
<b>DEFINITION OF TERMS</b> .....	4
<b>ADVERTISEMENT, BIDDING, AWARD AND CONTRACT EXECUTION</b> .....	5
<b>SCOPE OF WORK</b> .....	6
<b>CONTROL OF WORK</b> .....	7
<b>COORDINATION WITH ILLINOIS DEPARTMENT OF TRANSPORTATION</b> .....	10
<b>LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC</b> .....	11
<b>PROSECUTION AND PROGRESS</b> .....	18
<b>MEASUREMENT AND PAYMENT</b> .....	20
<b>SUBMITTALS</b> .....	23
<b>FIBER OPTIC UTILITIES</b> .....	27
<b>CLEARING, TREE REMOVAL AND PROTECTION, CARE AND REPAIR OF EXISTING PLANT MATERIALS</b> .....	27
<b>DISPOSAL OF EXCAVATED MATERIAL</b> .....	31
<b>TRAFFIC CONTROL AND PROTECTION</b> .....	32
<b>ENVIRONMENTAL CONTROL</b> .....	32
<b>LUMINAIRE, LED, UNDERPASS</b> .....	33
<b>REMOVAL OF LIGHTING UNIT, SALVAGE</b> .....	34
<b>LIGHT POLE FOUNDATION, 24" DIAMETER</b> .....	34
<b>RELOCATE EXISTING CCTV CAMERAS</b> .....	35
<b>LIGHTING UNIT COMPLETE SPECIAL</b> .....	35
<b>LIGHTING CONTROLLER, SPECIAL</b> .....	36
<b>REMOVAL OF UNDERPASS LIGHTING UNIT, NO SALVAGE</b> .....	36
<b>CONSTRUCTION LAYOUT AND STAKING</b> .....	36
<b>LUMINAIRE SAFETY CABLE ASSEMBLY</b> .....	37
<b>MAINTENANCE OF LIGHTING SYSTEM</b> .....	37

**CITY OF EVANSTON**

**SPECIAL PROVISIONS**

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

**Street Light Improvement Project**  
**Bid Number: 23-56**

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

**PROJECT DESCRIPTION**

The work to be performed under this contract consist of; removing existing underpass lighting, removing of roadway lighting, installing underpass lighting, installing full intersection lighting system, excavation, site restorations, maintenance of traffic plans and all incidental and collateral work necessary to complete the project as shown on the plans and as described herein.

**COMPLETION DATES**

A contract is anticipated to be awarded by the City of Evanston by April, 2024. The contractor shall complete the project within a span of 60 calendar days, commencing from the initiation of work and contingent upon approval by the Resident Engineer

The contractor shall not start any construction work on the street and sidewalk at the project sites until all street light equipment’s have been procured and are in possession of the Contractor to minimize inconvenience to pedestrians and vehicles unless approved by the City.

The contractor shall complete all work through Substantial Completion in accord within 60 consecutive calendar days from the date of ground breaking unless approved by the Engineer.

The Contractor will be allowed to complete all clean-up work and punch list items within 10 working days after the completion date for opening the roadway to traffic. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the working days allowed for clean up work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

Article 108.09 or the Special Provision for “Failure to Complete the Work on Time”, if included in this contract, shall apply to both the completion date and the number of working days.

### **MATERIAL TESTING/INSPECTION**

All materials incorporated in this Contract are to be inspected according to IDOT’s non-QC/QA programs per the Project Procedures Guidelines (PPG). The latest version is available on the IDOT website at: <http://www.idot.illinois.gov/Assets/uploads/files/Doing-Business/Manuals-Guides-&-Handbooks/Highways/Materials/PPG.pdf>.

- Q/C for PCC and HMA incorporated into the project will be provided by the City.

All material incorporated into the work shall originate from IDOT approved sources (as required by PPG) and/or be accompanied by sufficient IDOT approved evidence of material inspection. All mix designs for PCC and HMA shall be submitted to the Engineer for review and approval.

### **DEFINITION OF TERMS**

Add the following sentences to Article 101.16:

“The Engineer will have the rights and authority assigned in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.”

Add the following sentence to Article 101.28:

“The terms ‘Plans’ and ‘Drawings’ have like meaning and are used interchangeably in the Contract Documents.”

Add the following sentence to Article 101.29:

“The terms ‘Proposal’ and ‘Bid’ have like meaning and are used interchangeably in the Contract Documents.”

Add the following sentence to Article 101.30:

“The terms ‘Proposal Guaranty’ and ‘Bid Bond’ have like meaning and are used interchangeably in the Contract Documents.”

Add Article 101.56, which shall read as follows:

“**101.56 Addenda.** Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings, and Specifications, by additions, deletions, clarifications or corrections.”

Add Article 101.57, which shall read as follows:

“**101.57 Award Authority.** The terms ‘State, Department, Council, City, Village, Owner, Municipality’ or other words used to describe the Awarding Authority in these documents and the Specifications shall be interpreted to mean the City of Evanston.”

Add Article 101.58, which shall read as follows:

“**101.58 Bonds.** Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.”

Add Article 101.59, which shall read as follows:

“**101.59 Change Order.** A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE OR CONTRACT TIME.”

Add Article 101.60, which shall read as follows:

**“101.60 Contract Price.** The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.”

Add Article 101.61, which shall read as follows:

**“101.61 Drawings.** The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared by or approved by the ENGINEER.”

Add Article 101.63, which shall read as follows:

**“101.63 Purchase Order.** Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.”

Add Article 101.64, which shall read as follows:

**“101.64 Project.** The undertaking to be performed as provided in the CONTRACT DOCUMENTS.”

Add Article 101.65, which shall read as follows:

**“101.65 Shop Drawings.** All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.”

Add Article 101.66, which shall read as follows:

**“101.66 Substantial Completion.** That date as certified by the Engineer when the construction of the Project is sufficiently completed, in accordance with the Contract Documents, so that the Project can be utilized for the purposes for which it is intended. For this project, substantial completion shall be accomplished when all work is completed except placement of sod and punch list items.

Add Article 101.67, which shall read as follows:

**“101.67 Supplemental Standard Specifications.** Modifications to the Standard Specifications.”

Add Article 101.68, which shall read as follows:

**“101.68 Supplier.** Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.”

Add Article 101.69, which shall read as follows:

**“101.69 Written Notice.** Any notice to any party of the Agreement relative to any part of the Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.”

## **ADVERTISEMENT, BIDDING, AWARD AND CONTRACT EXECUTION**

Delete Article 102.01 and replace it with the following:

**“102.01 Procedures to be in Accordance with Rules.** The procedures for the advertisement, bidding, award and contract execution shall be in accordance with these Specifications.”

Add Article 102.02, which shall read as follows:

**“102.02 Examination of Site.** There is no warranty or guaranty, either expressed or implied, that

the provided subsurface information will disclose the actual conditions which will be encountered during the progress of the Work. Bidders shall examine the site, interpret or disregard subsurface information as they see fit, and arrive at their own conclusions regarding the nature, character, quality, and quantity of subsurface conditions likely to be encountered. By submitting their Bids, Bidders attest that they have fully complied with these requirements and made their own conclusions regarding subsurface conditions, which are reflected in their Bids. Bidders further attest that, should they be awarded construction Contract(s) for the Project, they shall neither have nor assert against the Owner or Engineer any claims for damages, for extra work, or for relief from any obligation of this Contract based upon deficiencies in the subsurface information provided or failure by the Owner to furnish other subsurface information or knowledge in Owner's or Engineer's possession, if any.

Bidders will be permitted to make test borings, test pits, soundings, or other investigations on the site of the Work which they so desire subject to approval by the Owner. Bidders wishing to make such investigations shall coordinate the intended site investigations with Mr. Rajeev Dahal, Senior Project Manager, Capital Planning and Engineering Bureau, Public Works Agency, City of Evanston; forty-eight (48) hours' notice prior to the intended investigation will be required. Bidders shall be responsible for coordination with JULIE and other utility companies, and shall be required to have an insurance coverage as indicated in the specifications with the Owner and Engineer as additional insured on a non-contributory basis. It shall be understood that the party or parties receiving such approval shall assume all risks and liability contingent thereto, and shall be responsible for restoring the site to its original condition before the investigation, including site clean-up."

#### **SCOPE OF WORK**

Delete Article 104.04 and replace it with the following:

**"104.04 Maintenance of Detours.** Maintenance of Detours that may be required in the Work shall be performed by the Contractor. Work shall be performed in accordance with Section 107 of the Standard Specifications and as modified by the Special Provisions. The Owner must approve all detours and road closures. Such approval will not be unreasonably withheld, but all requests must be submitted with supporting data such as the projected duration of the closure and detour routes. The Owner may require the use of signage with specific street names identifying the detour route."

Delete Article 104.05 in its entirety.

Add Article 104.08, which shall read as follows:

**"104.08 Intent of Plans and Specifications.** Any minor work not specifically mentioned in the Specifications or not shown on the Plans, but necessary for the proper completion of the Work shall be considered as being a part of and included in the Contract and shall be executed in the proper manner, and the Contractor shall not be entitled to extra or additional compensation for the same. The Work quantities listed on the Bid Schedule, Drawings, Attachment A Schedule and elsewhere in the Contract Documents are approximate and are intended for comparison of Bids only and do not constitute a "guaranty" of the amount of Work to be performed. Actual Work quantities may vary significantly. Payment shall be made only for the amount of each Payment Item quantity actually installed. Measurement and payment for Work shall be in accordance with the Standard Specifications as modified herein by Special Provision. The price Bid for each Payment Item shall include all work required to complete the Item including a proportionate allocation of Contractor overhead and profit, and shall not include costs more properly allocated to other Payment Items."

Add Article 104.09, which shall read as follows:

**“104.09 Record Plans (Record Drawings).** The Contractor shall keep a complete up-to-date record of the actual construction of the Work in accordance with the special provision for Submittals.”

### **CONTROL OF WORK**

Add the following paragraph to Article 105.01

“The Engineer shall have no authority to suspend the Work, wholly or in part, for any reason. All rights conferred onto the Engineer for suspending the Work by Standard Specification Articles 105.01 and 108.07 shall be the sole right of the Owner.”

Delete Article 105.05 and replace with the following:

“The documents forming the Contract Documents, as listed in the Agreement, are complementary, and the work called for by one is as binding upon the parties as if it was called for by all. In the event of conflict between the Contract Documents, the interpretation of the Engineer shall govern. Generally, the Engineer will resolve conflicts in a manner which will yield the greater quality in the Work. In the interpretation of any conflict between the Contract Documents, the following order of precedence shall govern:

- Evanston General Conditions
- Bid Form
- Addenda
- Instruction to Bidders
- Special Provisions
- Drawings/Plans
- Standard Specifications – Illinois Department of Transportation
- Other Referenced Specifications
- Other documents included in the Contract Documents by specific reference in the Agreement.”

Delete the first paragraph of Article 105.06 and replace it with the following:

“The Contractor will be furnished, free of charge, 2 full-size sets of Drawings, and 2 sets of the Contract Documents. Any additional full size sets or random sheets will be furnished at a cost of \$3.00 per drawing sheet and \$0.50 per Contract Document sheet. The IDOT Standard Specifications will not be furnished and the Contractor shall obtain those specifications on his own directly from IDOT.”

Add the following paragraphs to Article 105.06:

“On or within fifteen (15) calendar days from the date on the Purchase Order, the Contractor shall identify the person who will act as Project Superintendent in writing to the OWNER. The Project Superintendent is required to attend monthly meetings to discuss the Project status.”

Add the following sentences to the first paragraph of Article 105.07:

“The Drawings depict the locations of various existing underground utilities, including gas mains, electric duct lines, telephone lines, cable TV lines, sewers, and water mains. The information shown on the Drawings has been determined from the best available information, including field surveys and/or the records of the parent utility companies. Such information may or may not be accurate. Other underground utilities may also be present. As such, the Owner and Engineer assume no responsibility in the event that, during construction, utilities other than those shown are

encountered or that actual locations of those utilities shown are different from the locations designated on the Drawings.

Delete Article 105.09 of the Standard Specifications and replace it with the following:

**“105.09 Survey Control Points.** The primary vertical and horizontal control points for the Work are shown on the Drawings. Using this reference control, the Contractor shall take the necessary topography, locate all earthwork and structures, and establish all grades necessary for the accomplishment of the Work. The Contractor shall carefully preserve all marks, reference points and stakes established, and, in the case of their destruction, such points, marks or stakes shall be replaced by the Contractor at his expense. The Contractor shall also be responsible for any mistakes caused by their loss or disturbance.

Any monuments that are disturbed by construction operations shall be reset by the Contractor in accordance with generally accepted engineering and surveying practice. Property corners, fences, or any other indications of property lines shall be referenced by the Contractor prior to construction and reset by the Contractor after completion of construction in accordance with generally accepted engineering and surveying practice.

Prior to establishing the working control, the Contractor shall provide, at the Engineer's request, sufficient copies of an illustration of the working control relative to pertinent construction. The Engineer will check all forms prior to placing concrete. All checking by the Engineer will be independent. The sole intent of the Engineer's checking of working controls, forms and other references shall be to provide greater assurance to the Owner that the Work, when completed, will be in General conformance with the Contract Documents. The Contractor shall be solely responsible for the correctness and adequacy of Work controls.”

Delete Article 105.10 and replace it with the following:

**“105.10 Authority of Engineer.** The Engineer, as the Owner's representative, will administer the Contract and observe, survey, monitor, and judge the performance of the Contractor. The Engineer will perform technical inspections of work performed by the Contractor and shall have authority to reject, in writing, all work and materials which do not comply with the Contract Documents.

The Engineer, as the Owner's representative, will interpret the Contract Documents. The Engineer will decide questions which arise in the execution of the Work or in the interpretation of the Contract Documents. The Engineer's decision or interpretations shall be final, unless the Contractor appeals to the Owner in writing within fifteen (15) calendar days after the decision or interpretation.

Neither the Engineer's authority to act under this Section, or elsewhere in the Contract Documents, nor any decision made by the Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor; any Subcontractor; any supplier, manufacturer, fabricator, distributor, vendor, or any other person or organization performing any of the Work, or to any surety for any of them.

The use of terms, such as, but not limited to: “approval”, “judgment”, “requirement”, or “direction” shall not be effective to assign to the Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions herein; shall not be construed in any manner to relieve the Contractor of any of its responsibilities under the Contract Documents; nor, shall be construed to create duties on the part of the Engineer or the Owner toward the Contractor.

The Engineer will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and the Engineer will not be responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

The Engineer will not be responsible for the acts or omissions of the Contractor or of any Subcontractor; any supplier, manufacturer, fabricator, distributor, vendor, or of any other person or organization performing or furnishing any of the Work. It is agreed and understood that the Contractor is solely responsible for supervising the Work and for safety at the site of the Work as provided for in Article 105.14.”

Delete Article 105.11 in its entirety.

Add the following paragraph to Article 105.12:

“The Contractor agrees that representatives of the Owner, Engineer, Illinois Environmental Protection Agency, and the Metropolitan Water Reclamation District of Greater Chicago shall have access to the Work whenever it is in preparation or progress and that the Contractor shall provide facilities for access and inspection.”

Add Article 105.14, which shall read as follows:

**“105.14 Job-Site Safety.** The Contractor is solely responsible at all times for safety at the job site. The Contractor shall implement whatever protection measures are necessary to fully protect his work forces, the work forces of his suppliers and subcontractors, and the general public from construction activities. Any and all safety regulations and other provisions of applicable Federal, State and local laws and building and construction codes shall be observed.

The Drawings do not include standards or guidelines for construction safety. The Contractor shall be responsible for the adequacy and safety of all construction methods and the safe prosecution of the Work, including, but not limited to: forms, falsework, scaffolding, trench protection, protective barricades, protective rails, and warning lights. It is expressly stipulated that any examination and/or approval by the Engineer of the Contractor's plans for such items as well as for any other items needed for the prosecution of the Work will cover only general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Such examination and/or approval by the Engineer shall not relieve the Contractor from full and complete responsibility for safe prosecution of the Work at all times and for obtaining satisfactory results. Requirements for safety-related work tasks presented in Project Drawings and Specifications, such as traffic control, represent the minimum level of protection which must be implemented. Depending on the Contractor's means and methods, these protection measures may or may not be fully adequate to protect Project work forces or the general public. As such, the Contractor is solely responsible for and is required to implement whatever additional protection measures may be necessary to fully protect the Project work force and the general public.

Nothing in the foregoing paragraphs shall be construed as relieving the Contractor from full responsibility for safe prosecution of the Work at all times. In the event the Owner, Engineer or their representatives are held by a court or administrative body to be liable for personal injuries or damages to property arising from deficiencies in job-site safety, the Contractor shall promptly indemnify and hold them harmless there from.”

Add the following Article 105.15, which shall read as follows:

**“105.15 Official Contact.** All official notices required to be delivered to the City of Evanston under the terms of this Contract shall be sent to the following representative of the City:



Mr. Rajeev Dahal, Senior Project Manager  
Capital Planning & Engineering Bureau, Public Works Agency  
City of Evanston  
2100 Ridge Avenue,  
Evanston, IL 60201  
(847) 866-2967

### **COORDINATION WITH ILLINOIS DEPARTMENT OF TRANSPORTATION**

Coordination with the Illinois Department of Transportation (IDOT) shall be as follows:

For construction on any State Highways, the Contractor will be required to contact IDOT to secure necessary permits and obtain written authorization for any work or lane closures on the aforementioned roadway.

The Contractor is required to execute permit forms and provide a bond to IDOT for access to the IDOT right-of-way to allow for securing a Highway Permit for access to the IDOT right of way for the purpose of performing the contract work. The bond shall be furnished in the amount of \$20,000. See Exhibit A for additional information.

A highway permit is required to be secured from IDOT for access to IDOT right of away for the purposes of completing the work. The contractor will not be allowed access to the IDOT right of way prior to receiving the Highway Permit from IDOT. The Contractor shall include the date of anticipated IDOT Permit approval on the Baseline Progress Schedule submitted as required by the Article 108.02 of the Standard Specifications for Road and Bridge Construction.

The Contractor shall submit necessary applications for IDOT Highway Permit within 15 calendar days of the execution of the contract agreement.

## **LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

Delete the first paragraph of Article 107.04 and replace it with the following:

“Owner will obtain approvals of the construction plans from the Metropolitan Water Reclamation District of Greater Chicago (MWRD or MWRDGC) and the Illinois Environmental Protection Agency (IEPA). The Contractor shall at his own expense obtain all required construction permits, licenses, insurance, and other appurtenant approvals or permissions for the execution of this Work; give all necessary notices; pay all fees required; fulfill all permit requirements, including construction standards, bond requirements, and insurance requirements; and, comply with all rules, regulations, ordinances, and laws relating to the Work and to the preservation of public health and safety.”

Add the following sentences to Article 107.08:

“Suitable toilet facilities shall be provided at the job site. The facilities and the location of same shall be approved by the Owner and shall be kept in a clean and sanitary condition. Sanitary sewer manholes or construction trenches may not be used for toilet facilities.”

Delete the first sentence of Article 107.09 and replace it with the following:

“The Contractor shall notify the Engineer at least thirty (30) days in advance of the starting of any construction work which might in any way inconvenience or endanger traffic, so arrangements can be made, if necessary, for closing the road and providing suitable detours.”

Add the following paragraphs to Article 107.09:

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

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

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

Excess construction equipment not actively engaged in daily work operations shall be stored only in the Contractor's storage areas and not along City streets. Tracked construction equipment shall be moved from place to place in the City only on rubber-tired trailers. “Walking” of tracked equipment between construction areas is expressly prohibited. Refueling trucks shall not be parked on City streets and shall be returned to the Contractor's storage area when not in use. The Contractor shall provide off-street parking for personal vehicles belonging to his employees,

supplier's employees, and subcontractor's employees. These vehicles may not be parked along City streets or in Work areas. No trailers and/or connex containers will be allowed to be stored on/in the City of Evanston R.O.W.

Electrical power for construction operations outside normal project hours shall be obtained through temporary power drops from Commonwealth Edison facilities. The Contractor shall not use engine-driven generators for power at work sites or use other engine-driven equipment outside normal project work hours, including, but not limited to: pumps and compressors, except in emergency situations.

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

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

Where water service connections are made, the Contractor shall not place spoil on the parkway.

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

The Contractor shall provide for and maintain the flow in all water mains or services which may be met with during the progress of the Work. When water mains or services are to be disturbed to the extent that the water will be shut-off, the City of Evanston Utilities Department and all parties being served by the lines involved shall be notified in accordance with Article 561.03, giving them the time and duration of the shut-off period. In cases involving disruption of fire hydrants, the City of Evanston Fire Department shall also be notified in accordance with Article 561.03. The Contractor shall not disrupt the function of individual water services for more than four continuous hours. If construction operations are anticipated to disrupt individual services for more than four hours, the Contractor shall provide for temporary water service for the duration of the disruption.

The Contractor shall promptly notify the proper utility company and all other effected parties of any damage to water, gas, electric, telephone, sewer, and other utility lines and connections caused by the Contractor's operations. The damage shall be immediately repaired at the Contractor's expense. In the case of an accidental breaking of a water main or service line, the repairs of such a break shall have priority over all other operations. The parties whose services are affected by the break shall be notified at once and all assistance given to supply emergency water where

necessary by temporary lines, tank truck, or other means. The Contractor shall maintain an appropriate inventory of the materials for emergency repairs. In the case of an accidental breakage of a street light cable, the Contractor shall submit for approval a licensed electrical contractor to repair any and all damage to the existing street light cables.

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

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

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

Delete Article 107.17 and replace it with the following:

**"107.17 Use of Explosives**

- (a) General

Blasting and other uses of explosives will not be permitted under this Contract."

Delete Article 107.18 and replace it with the following:

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

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

regulations.”

Add the following paragraphs to Article 107.20:

“All existing roadway ditches or swales disturbed during construction operations shall be restored to their original cross-section and longitudinal grade, as approved by the Engineer. Any settlement caused by sewer or water main trenches shall be refilled and the original grades maintained by the Contractor for a period of one year from the date of final completion of the Project. Any property damage caused by trench excavation or augering operations, including settlement, shall be restored at Contractor's expense.”

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

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

Add the following paragraph to Article 107.25:

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

Delete Article 107.27 and replace it with the following:

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

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

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

i. Procedure for Resolving Property Damage Disputes

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

Acknowledge the claim to the property owner.

Send a copy of the said claim and acknowledgment to Engineer.

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

Forward the claim to the Contractor's insurance carrier.

Require his insurance company to forward to Engineer an acknowledgment of receipt of the claim.

The Contractor 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 Engineer of claims settled and denied, including the terms of the settlement or reasons for denial. The Contractor shall advise property owners of the decision to deny their claims and shall include in the Notice of Denial the name and address of the person authorized to accept service of process on behalf of the Contractor.

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

Add the following paragraphs to Article 107.30:

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

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

The Contractor shall erect and maintain such barriers and lights and/or watchmen as will protect and warn pedestrians and vehicles, and prevent access of unauthorized persons to the site so as to prevent accidents as a consequence of his work.

The Contractor shall indemnify and hold harmless the Owner, the Owner's employees, the Engineer, and the Engineer's employees from any and all liability, loss, cost, damages and claims, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage arising out of, or resulting from the Contractor's operations under this

Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose, which shall insure the interests of the Owner and Engineer as the same may appear, and shall file with the Owner and Engineer certificates of such insurance.

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

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

Delete the second and fourth paragraphs of Article 107.35.

Delete Article 107.40 in its entirety and replace with the following:

**Unknown Utilities.** The requirements stated in Article 107.37 for known utilities shall apply to unknown utilities. No additional compensation will be allowed for any delays, inconveniences, or damages sustained by the Contractor due to the presence of any claimed interference from unknown utility facilities or any adjustment of them, except as specifically provided in the contract.

**Definition.** An unknown utility is defined as an active or inactive underground transmission facility (excluding service connections) which is either:

- (1) Located underground and (a) not shown in any way in any location on the plans; (b) not identified in writing by the City to the Contractor prior to the letting; or (c) not located relative to the location shown in the contract within the tolerances provided in 220 ILCS 50/2.8 or Administrative Code Title 92 Part 530.40(c).
- (2) Located above ground or underground and not relocated as provided in the contract

Add Article 107.42, which shall read as follows:

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

**STANDARDS  
701501, 701502, 701801, 701901**

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

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

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

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

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

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

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

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

Add Article 107.43, which shall read as follows:

**"107.43 Maintenance of Roads.** Contractor shall maintain roads for all weather conditions and at all times in compliance with state and local regulations. Upon completion of construction, Contractor shall return all roads to their original condition as described in Section 442. With the Owner's approval, roadways and drives may be closed temporarily in the immediate area of the work. However, roadways and driveways shall be reopened as soon as is practical following the completion of installation and/or restoration. All roadways shall be maintained open to local traffic between the hours of 6:00 p.m. and 9:00 am. Roadways shall be open to through traffic whenever practical. Roadways shall be open to emergency vehicles at all times.

Add Article 107.44, which shall read as follows:

**"107.44 Water Control.** The Contractor shall perform grading and other operations to maintain site drainage. Surface water shall not be allowed to accumulate in excavations. The Contractor shall dispose of surface and subsurface water in a legal manner. He shall not allow mud, silt, or debris to flow into any surface water area or body other than in compliance with the State Water Quality Standards. Where the Contractor's operations disturb existing combined sewers, the Contractor shall provide temporary bulkheads and pumping facilities as necessary to maintain the combined sewers, connected building services and storm water inlet leads in full operation, including transport of the maximum dry-weather and wet-weather flow of which the existing sewer



is capable. Combined wastewater shall not be permitted to flow along streets, public right-of-ways, private property, trench areas or inactive relief sewers. All earthworks, moving of equipment, water control of excavations, and other operations likely to create silting, shall be conducted so as to minimize pollution to watercourses or water storage areas. Under no circumstances shall the Contractor discharge pollutants into any watercourse or water storage area.”

Add Article 107.45, which shall read as follows:

**“107.45 Overnight Protection of Work.** The Contractor shall adequately backfill, cover with appropriate plates, or suitably fence and barricade all open excavations at the completion of each day’s work. Open-cut excavations shall be reduced to a maximum length of thirty feet overnight. Excavations shall not block roadways or driveways. The Contractor shall protect all excavations from public access. All shafts for open-cut work shall be fully covered during non-working hours and during working hours when not being actively used for that day’s construction.”

Add Article 107.46, which shall read as follows:

**“107.46 Guarantees and Warranties.** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Owner before the final voucher on the Contract is issued.”

## **PROSECUTION AND PROGRESS**

Add the following to Article 108.01:

“The Owner may approve the use of second tier subcontractors on a case by case basis after the Prime Contractor initiates a request for approval of same. The Prime Contractor is responsible for compliance with all the provision of the contract and is also responsible for providing that all of the pertinent provisions and requirements of the prime contract are incorporated into the second tier subcontracts. The Prime Contractor shall provide a copy of the second tier subcontract, second tier subcontractor insurance certificates, and shall provide waivers from the second tier subcontractors as required for the processing of pay estimates. The second tier subcontractor shall not commence work until approval is granted by the Owner”

Add the following to Article 108.02:

“Prior to commencing construction operations, the Project Superintendent shall meet with the Owner and Engineer and submit his Progress Schedule.

The construction schedule shall reflect that no work will be performed on Saturdays, Sundays, Holidays, and the days listed below as modified in Art. 108.03 Section 108. Calendar day is defined as: “Any calendar day between April 1 and November 30 inclusive, except Saturdays, Sundays or legal holidays. If the City approves work on Saturday, the Contractor will not be charged a calendar day for work done on that Saturday.”

The Contractor shall submit to the Engineer monthly updates of the schedules required per these specifications. Schedule updates shall reflect the progress to date by providing actual start dates for activities started, actual finish dates for completed activities, and identifying out of sequence work, schedule logic changes, and any circumstances or events impacting the current schedule. The updates shall also contain the Contractor’s best estimate of the remaining duration for activities not complete as of the date of the update. All graphic presentations and reports shall be submitted with the monthly partial payment requests.

The Contractor shall prepare and submit daily reports containing, among other items, the following information:

1. A description of work activities performed.
2. A description of obstructions encountered.
3. Temperature and weather conditions.

The reports shall be submitted on a daily basis, by the end of the next business day.

Information provided on the daily report shall not constitute notice of delay or any other notice required by the Contract Documents.

Failure to provide the updated schedule every month may be cause to withhold any partial payment due to the Contractor during the course of the Contract until the deficiency has been remedied.”

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

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

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

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

Monday, February 12, 2024	Lincoln's Birthday
Monday, February 19, 2024	Washington's Birthday
Monday, March 4, 2024	Casimir Pulaski Day
Monday, May 27, 2024	Memorial Day
Wednesday, June 19, 2024	Juneteenth
Thursday, July 4, 2024	Independence Day
Monday, September 2, 2024	Labor Day

Delete Article 108.04 and replace it with the following:

“**108.04 Normal Work Hours.** Normal work hours shall be Monday through Friday (excluding legal holidays) between 7:00 am and 5:00 p.m. local time during the calendar dates specified in Article 108.03. Except for work required to maintain warning lights, barricades and other safety/health-related systems no work shall be performed on Saturdays, Sundays, legal holidays, or between 5:00 pm and 7:00 am on other days without specific permission of the Owner.

No work, except maintenance of warning lights, barricades and other safety/health-related systems, may be performed unless the Engineer is available to observe/inspect construction activities. Owner will provide the services of the Engineer as needed for construction observation/inspection between the hours of 7:00 am and 5:00 p.m., Monday through Friday, except legal holidays, in accordance with the calendar dates specified in Article 108.03. Prohibited

work activities outside of normal work hours include but are not limited to the warming up of any piece of equipment or turning on engines. Any violation for working hours will incur a \$500.00 fine for each occurrence.

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

If at any time during the project the Contractor elects to work past the normal working hours, the Engineer shall invoice the Contractor for Engineering Services at a rate of \$75.00 per hour for Engineering Services provided beyond the normal working hours at the conclusion of each month. Engineering Services will be paid for at the contract unit price of \$75.00 per hour. Administrative accounts payable, overhead, and profits costs shall be included in the various contract items and no additional compensation will be allowed.

Delete Article 108.05 and replace it with the following:

**“108.05 Project Completion Times:**

The Project Completion Time and Substantial Completion Times shall be as specified in the Contract Documents. Liquidated damages, as indicated in Article 108.09 shall apply for failure to achieve any of the listed Partial Completion Dates, Substantial Completion Dates, Project Completion Dates, and other specific Work task completion requirements. Calendar day is defined as: “Any calendar day between April 1 and November 30 inclusive, except Saturdays, Sundays or legal holidays. If the City approves work on Saturday, the Contractor will not be charged a calendar day for work done on that Saturday.” Claims for extension or shortening of the Substantial Completion Times and Project Completion Time shall be based on written notice delivered by the party making the claim to the other party and to the Engineer promptly, but, in no event, later than thirty (30) calendar days after the occurrence of the event giving rise to the claim and stating the nature of the claim.”

Add the following paragraph to Article 108.07

“The Engineer shall have no authority to suspend the Work, wholly or in part, for any reason. All rights conferred onto the Engineer for suspending the Work by Standard Specification Articles 105.01 and 108.07 shall be the sole right of the Owner.”

**MEASUREMENT AND PAYMENT**

Add the following paragraphs to Article 109.02:

“All the requirements of the Supplemental Standard Specifications pertaining to Sections 100 to 109 of the Standard Specifications are considered incidental to the Work, and no separate or additional payment will be made, except as otherwise indicated, for complying with said requirements. The Owner has the authority to withhold any payment if satisfactory progress is not made by Contractor to complete any work on the Contract.

The cost of removal of any temporary surfaces, trench backfill or other temporary materials above the subgrade level in areas where final surface restoration is to be performed shall be incidental to the Contract and no additional separate payment will be made except as indicated on the Plans.

Existing facilities or property damaged by construction activities, including settlement, whether through result of Contractor's negligence or as a normal result of the means and methods employed by the Contractor, shall be restored to original condition. Restoration of damaged areas

will be considered incidental to the Work and the cost shall be included as part of the unit or lump sum price item to which the restoration pertains.

Payment for each item will be made at the unit or lump sum price bid for that item. The cost of all other related or incidental work required by the plans and specifications shall not be measured or paid for as a separate item, but shall be included as part of the unit or lump sum price item to which the work pertains. Failure to list all such related or incidental work for the bid items shall not invalidate this stipulation.”

Delete Article 109.07 and replace it with the following:

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

**Documents to be Submitted With Applications for Partial Payment**

- (a) MBE/WBE/EBE Monthly Utilization Report
- (b) All delivery tickets for concrete and asphalt.
- (c) Lien Waivers
- (d) Construction Schedule Update
- (e) Certified payrolls for general contractor and sub-contractors

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

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

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

Retainage shall be withheld as follows:

"There shall be deducted from the amount so determined for the first 50 percent of the completed work a sum of ten percent to be retained until after the completion of the entire work to the satisfaction of the Engineer. After 50 percent or more of the work is completed, the City may, at its discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent of the total adjusted contract price."

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

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

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

With his final payment request, the Contractor shall submit the following data:

**Documents to be Submitted With  
Application for Final Payment**

- (a) MBE/WBE/EBE  
Utilization Final Report  
Final Lien Waivers
- (b) Contractor prepared Record - Drawings

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

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

The Contractor shall submit, in writing, claims for extra cost to the Engineer as soon as possible after the occurrence of the event(s) giving rise to the claim, but not more than thirty (30) calendar

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

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

"(e) Procedure. All claims and supporting documentation shall be submitted to the Engineer. The Engineer shall review each claim and advise the Owner of the Engineer's opinion of the relative merit of each claim and the dollar and/or time adjustment which the Engineer believes is warranted, if any. The Owner shall make a determination of the merit of each claim and the dollar and/or time adjustment, if any, which is appropriate for resolution of the claim. If Contractor is dissatisfied with the Owner's decision regarding merit, dollar adjustment, and/or time adjustment associated with a claim, the Contractor may request arbitration in accordance with the following:

- All claims, counter-claims, disputes and other matters in question between the Owner and the Contractor arising out of, or relating to this Agreement or the breach of it, will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State.
- Notice of the demand for arbitration shall be filed in writing with the other party to the Contract Documents and with the American Arbitration Association, and a copy shall be filed with the Engineer. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.
- The Contractor will carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing."

## **SUBMITTALS**

This section includes general requirements and procedures related to the Contractor's responsibilities for preparing and transmitting submittals to the Engineer to demonstrate that the performance of the Work will be in accordance with the Contract requirements. Submittals include schedules, Contractor's Drawings, calculations, samples, manuals, methods of construction, and record drawings. Other requirements for submittals are specified under applicable sections of the Standard Specifications.

## **SUBMITTAL REQUIREMENTS**

Not later than three days after the pre-construction conference, submit in writing a list of submittals and a list of materials and equipment that will be purchased giving name, address and telephone number of supplier, manufacturer or processor. No material shall be incorporated into the Work until approval of the source has been given by Engineer. Delivery of materials to the Contract site prior to approval is made at the Contractor's risk and subject to immediate removal at no cost to the Owner, when it is determined that the source is not acceptable.

## CONTRACTOR'S DRAWINGS AND OTHER SUBMITTALS

Contractor's drawings shall be neat in appearance, legible and explicit to enable proper review relative to Contract compliance. They shall be complete and detailed to show fabrication, assembly and installation details, catalog data, pamphlets, descriptive literature, and performance and test data. They shall be accompanied by calculations or other sufficient information to provide a comprehensive description of the structure, machine or system provided and its intended manner of use.

### Contractor's Responsibility

Each Contractor's drawing submitted by the Contractor shall have affixed to it the following Certification Statement, signed by the Contractor:

**"Certification Statement:** By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and I have checked and coordinated each item with other applicable approved drawings and all Contract requirements."

The review and approval of Contractor's drawings by the Engineer shall not relieve the Contractor from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error and omission are assumed by the Contractor, and the Engineer will have no responsibility therefore.

No portion of the Work requiring a Contractor's drawing shall be started nor shall any materials be fabricated, delivered to the site, or installed prior to the approval or qualified approval of such item. Fabrication performed, materials purchased or on-site construction accomplished which does not conform to approved Contractor's drawings and data shall be at the Contractor's risk. The Owner will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.

Contract Work, materials, fabrication, and installation shall conform with approved Contractor's drawings.

### Identification

Data - All submittals for approval shall have the following identification data, as applicable, contained thereon or permanently adhered thereto.

1. Owner Contract Number.
2. Project name and location.
3. Submittal Numbers. Re-submittals shall bear original submittal number and be lettered.
4. Product identification.
5. Drawing title, drawing number, revision number, and date of drawing and revision.
6. Applicable Contract drawing numbers and specification section and paragraph numbers.
7. Subcontractor's, vendor's, and/or manufacturer's name, address and phone number.

8. Contractor's certification statement.

Catalog Data - Each submittal of catalog data shall have the identification required as hereinbefore stated.

1. Catalogs or brochures submitted in packages of multiple items for approval need the identification only on the exterior. In such instances the identification shall include page and catalog item numbers for items submitted for approval. If one or more of the items in such a submittal are not approved, re-submittal of only the unapproved items is required.
2. Catalog cuts containing various products, sizes and materials shall be highlighted to show particular items being submitted.

Space - Vacant space of approximately 3-1/2-inches high by 4-inches wide shall be provided adjacent to the identification data to receive the Engineer's status stamp.

Shop Drawings

Shop drawings shall show types, sizes, accessories, weights, layouts including plans, elevations and sectional views, component, assembly and installation details, and all other information required to illustrate how applicable portions of the Contract requirements will be fabricated and/or installed. Include manufacturer's certified performance curves, catalog cuts, pamphlets and descriptive literature, as required.

Working Drawings

Submit working drawings as required for changes, substitutions, contractor design items, and designed methods of construction. Requirements for working drawings will be listed in appropriate Specification Sections and/or in Special Provisions. Drawings shall be accompanied by calculations or other information to completely explain the structure, and describe its intended use. Working drawings and calculations as submitted shall be sealed, dated and signed by a Professional Engineer, and/or Structural Engineer as appropriate, registered in the State of Illinois.

Review and approval of such drawings by the Engineer shall not relieve the Contractor from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error are assumed by the Contractor and the Engineer shall have no responsibility therefore.

Catalog Data

Submittals - 6 copies of catalog data are required for the original submittal and each subsequent re-submittal that may become necessary.

Manufacturer's equipment data shall be certified and shall include materials type, performance characteristics, voltage, phase, capacity, and similar data. Provide wiring diagrams when applicable. Indicate catalog, model and serial numbers representing specified equipment. Provide complete component information to verify all specified required items.

Data Identification - Each submittal shall have all pertinent data contained therein that are applicable to the item submitted for approval, adequately and prominently designated.

Approval Process

Original Submittal - Copies of catalog data specified in Item F and one reproducible sepia and



six legible prints of all shop and working drawings shall be submitted to the Engineer for approval in accordance with the Contractor's drawings submission schedule, with all fabrication and installation requirements, allowing at least 30 calendar days for checking and appropriate action by the Engineer. Three copies of all Contractor's drawings will be returned.

Contractor's drawings will be returned, stamped with one of the following classifications:

*APPROVED*

No corrections, no marks.

*APPROVED AS CORRECTED*

Minor corrections are required as noted on the submittal. All items may be fabricated as marked without further resubmission. Resubmit corrected copy to the Engineer.

*REVISE AND RESUBMIT*

Make the necessary corrections and resubmit drawings as per original submission. Thirty (30) calendar days will be allowed for checking and appropriate action by the Engineer. Only one stamped drawing will be returned.

*NOT APPROVED*

Requires corrections or is otherwise not in accordance with the Contract Documents. Correct and resubmit drawings as per original submission. Thirty (30) calendar days will be allowed for checking and appropriate action by the Engineer. Only one stamped drawing will be returned. Incomplete submittals or submittals not in conformance with this Specification will not be reviewed, but will be returned to the Contractor as "not approved".

*INFORMATION ONLY*

Items not reviewed or items for which submittals are not required.

Review and approval of Contractor's drawings by the Engineer shall not relieve the Contractor in any way from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error are assumed by the Contractor and the Engineer shall have no responsibility therefore.

Excessive Reviews of Contractor Drawings and Other Submittals

The Owner's cost for Engineer's effort to review Contractor drawings or other submittals which have been returned two or more times stamped "REVISE AND RESUBMIT" or "NOT APPROVED" shall be borne by the Contractor at a rate of \$120.00 per labor hour for services provided in 2010. Upon completion of each subsequent review, the Engineer will provide the Contractor a summary total of hours expended in performing the review. Moneys due the Owner for Engineer's cost for third and additional reviews of Contractor drawings and other submittals will be deducted from the next regular payment due the Contractor. The cost for these services shall be deducted from the "Amount Earned to Date" from the next regular payment due the Contractor.

**RECORD DRAWINGS**

The Contractor shall keep one record copy of all Contract Documents, reference documents, and all submittals at the site in good order and annotated to show all revisions made during the construction process. Such annotations shall be kept updated on a single set of Contract Drawings and will be inspected monthly. Failure to maintain current record drawings will be cause to delay progress payments. Record drawings shall be available to the Engineer at all times during the life of the Contract.

All drawings and Contractor's submittals shall be made a part of the record drawings and shall include the following:

Contract Drawings - Contractor shall annotate or redraft, as required, to show all revisions, substitutions, variations, omissions and discrepancies made or discovered during construction concerning location and depth of utilities, piping, duct banks, conduits, manholes, pumps, valves, vaults and other equipment. Revisions shall be made and shown on all drawing views with actual dimensions established to permanent points.

Contractor's Drawings - Same as above. Include, for example, piping layouts; and duct layouts. Sections and details shall be added as required, for clarity. Prior to preliminary inspection, furnish a reproducible of the record drawings. At the completion of the Contract and before final payment is made, furnish the Engineer one set of reproducible of the finally approved record drawings reflecting all revisions herein described.

The Contractor shall keep a complete to-date record of the actual construction of all work called for under the Plans and Specifications of this contract and as ordered by the Engineer.

Upon completion of this contract, the Contractor shall furnish to the Engineer record contract plan drawings where changes from the original plans have occurred.

The Engineer will make available to the Contractor one set of full size prints of the original contract drawings on which the Contractor shall make the necessary changes to indicate the major changes. The changes shall be made with opaque Higgins carmine red ink, or approved equal, using standard drafting procedures.

Record drawings on Mylar will be prepared by the Engineer based on the changes indicated by the Contractor. All record drawings on Mylar for this contract shall be signed by the Contractor certifying to its major corrections.

#### **PAYMENT**

No separate payment will be made for the work in this section; all the costs of such work shall be considered incidental to the items of work to which they pertain.

#### **FIBER OPTIC UTILITIES**

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

#### **CLEARING, TREE REMOVAL AND PROTECTION, CARE AND REPAIR OF EXISTING PLANT MATERIALS**

Add the following paragraphs to Article 201.01:

“Trees and shrubs which may be removed for performance of the Work are so designated on the Drawings. It is not anticipated that any other trees or shrubs will need to be removed for performance of the Work. Should the Contractor desire to remove trees or shrubs, the Contractor shall notify the Owner for approval prior to removing any trees or shrubs. Owner will not grant permission for removal of trees or shrubs, unless the Contractor can demonstrate that there is no other practicable way to complete the Work, including augering or hand-excavation.

Owner recognizes that some tree branches will need to be pruned to provide clearance for construction equipment. However, the Contractor shall secure the express permission of the Engineer to trim specific overhanging branches of trees. The maximum permitted height of trimming shall be 14 feet. All tree trimming, pruning, and repair of wound surfaces shall be performed by a licensed arborist approved by the Owner. The Owner will provide appropriate staff to observe tree trimming operations. The Contractor shall provide at least 72-hour notice to the Owner of trimming operations. No trimming shall be done unless Owner's staff is available to observe trimming. Trimming shall be performed to the satisfaction of Owner's staff. The Contractor shall provide proper tree guards to protect trees from damage due to construction equipment and operations.

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

#### Parkway Tree Protection

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

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

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

**Care of Existing Plant Material.** If construction is to occur within the root zone of existing plant

material, root pruning and special plant care will be required, as hereinafter specified. All pruning shall be performed by a professional arborist (someone whose principal occupation is the care and maintenance of trees).

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

A. Earth Saw Cut of Tree Roots (Tree Root Pruning):

1. Whenever the proposed excavation falls within the drip-line of a tree, the contractor shall:
  - a. Root prune 6-inches behind and parallel to the proposed edge of trench a neat, clean vertical cut to a minimum depth directed by the City Arborist through all the affected tree roots.
  - b. Root prune to a maximum width of 4 inches using a "Vermeer" wheel matching the following criteria. The root pruner wheel shall be 60" diameter (188" circumference) carrying 28 pair (56 total) stump cutter teeth with tooth spacing at 6.7" on center. The cutting depth shall be 24" and shall utilize a 65hp tractor. Trenching machines will not be permitted.
  - c. Exercise care not to cut any existing utilities.
  - d. If during construction it becomes evident that additional tree roots will require root pruning, the City Arborist and the Contractor shall have the root pruning sub-contractor return to the site to properly root prune the tree at the location directed by the City Arborist. The contractor will be paid for the additional root pruning as described below; however, no additional compensation will be made for remobilization to the construction site.
  - e. For locations where root pruning is performed for the purpose of curb and gutter removal and replacement, the contractor shall root prune 6-inches behind the curbing so as to neatly cut the tree roots.
  - f. Depth of cut shall be 12 inches for curb removal and replacement and 24 inches for structural work. Any roots encountered at a greater depth shall be neatly saw-cut at no additional cost.
  - g. The Engineer or City Arborist will mark locations where earth saw cutting of tree roots is required in the field.
2. All root pruning cuts shall be immediately backfilled with material side cast from the earth-sawing procedure, so that the ground surface is even and no tripping potential exists.
3. All root pruning work is to be performed through the services of a certified arborist to be approved by the City Arborist.

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

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

B. Temporary Fence:

1. The Contractor shall erect a temporary fence around all trees within the construction area to establish a "tree protection zone", as established by City Arborist, before any work begins or any material is delivered to the jobsite. No work is to be performed (other than root pruning), materials stored, or vehicles driven or parked within the "tree protection zone" at any time during the course of construction.

2. The exact location and establishment of the "tree protection zone" fence shall be approved by the City Arborist prior to setting the fence. The fence shall be 48 inches high, plastic poly-type or any other type of highly visible barrier in an open-weave type pattern with large openings. The type, color and pattern of the fence shall be approved by the Engineer prior to erection. This fence shall be properly maintained in an upright manner and shall remain up until final restoration, unless the Engineer directs removal otherwise. Tree fence shall be supported using T-Post style fence posts with a maximum of 8' spacing. T-posts must be at least six feet in length, two feet of which must be set in the ground. The fence shall be attached to posts and secured with a minimum of three nylon locking ties per post. Utilizing re-bar as a fence post will not be permitted.

3. The fence shall be installed 18" behind and parallel to the curb and between the curb and sidewalk. Fence shall be erected on a minimum of three sides with the fourth sidewalk side being optional. Fence shall be installed at the drip-line of the tree or as listed in the following guidelines:

a. Establish the diameter of the tree at a point four and a half feet above the ground, (referred to as diameter breast height or DBH)

i. Trees with diameters 10 inches and under require root zone protection a minimum of five feet from the center of the tree.

ii. Trees 10 to 19 inches in diameter shall have a minimum root zone protection of 10 feet from the center of the tree.

iii. Trees greater than 19 inches in diameter shall have a minimum root zone protection of 15 feet from the center of the tree.

4. Parking or maneuvering of machinery, stockpiling of materials or any other use will not be allowed upon unpaved areas within 10 feet of the root protection zone of trees or plants designated to be protected.

5. Construction area is defined as all areas within 10 feet each side of roadway improvement location.

6. All work within the "tree protection zone" shall have the Engineer's prior approval. All slopes and other areas not re-graded should be avoided so that unnecessary damage is not done to the existing turf, tree root system or ground cover.

7. The grade within the "tree protection zone" shall not be changed unless approved by the Engineer prior to making said changes or performing the work.

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

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

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

C. Tree Trunk Protection:

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

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

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

D. Tree Pruning:

Tree pruning shall consist of pruning branches for aesthetic and structural enhancement or as directed by the Engineer. All pruning shall be done according to the current ANSI A300 (part 1) pruning standard. Trees selected for pruning will be cleaned of dead, diseased, or broken branches, thinned appropriately to reduce density of branches, raised to provide vertical clearance for pedestrian and vehicular traffic, and if warranted by species tolerance and specimen needs limbs will be reduced to promote a central leader and good structure. Pruning to provide clearance over the street will be allowed up to 14 feet above the pavement. If additional clearance is needed a request in writing shall be submitted to the City Arborist. All branch pruning to American Elms and Oak trees shall be done between October 15 and April 15, when the trees are dormant.

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

TREE PRUNING will be paid for at the contract unit price per EACH for TREE PRUNING, which price shall include under pruning branches to provide clearance over the street, for aesthetic and structural enhancement, of existing trees.

**DISPOSAL OF EXCAVATED MATERIAL**

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

of each day.

The Contractor will be responsible to provide CCDD and soil fill site operators with all testing information and fees as required by the IEPA and fill site operators.

The City will provide IEPA LPC documentation prior to the start of construction.

#### **TRAFFIC CONTROL AND PROTECTION**

Delete Article 701.20 and replace it with the following:

This work shall be for all materials, labor and equipment required for: handling, furnishing, transporting, installing, maintaining, relocating and removing all traffic control devices and signage required for to fully protect construction operations and the general public; including implementing any detour plans shown on the Drawings. This work shall also include all materials, labor and equipment required for: furnishing, installing, relocating and removing steel plates and other temporary bridging over trenches, auger pits, receiving pits and other areas disturbed by construction activities. Contractor shall also refer to the IDOT Highway Standards and District One Details included herein for additional traffic control measures. The Contractor is advised that specific liquidated damages apply for failure to maintain traffic control devices.

**TRAFFIC CONTROL AND PROTECTION will not be paid separately, but shall be considered incidental to various pay items.**

#### **ENVIRONMENTAL CONTROL**

The Contractor shall be responsible for furnishing all necessary items for fulfilling the Work described herein and in the Contract Plans for environmental protection including prevention and control of erosion and sedimentation that results directly or indirectly from the Project.

#### **PREVENTION OF WATER POLLUTION**

The Contractor shall take all such precautions in the conduct of his operations as may be necessary to avoid contaminating the water in adjacent watercourses or water storage areas including wells whether natural or man-made.

All earthwork, moving of equipment, water control of excavations, and other operations likely to create silting, shall be conducted so as to minimize pollution of watercourses or water storage areas.

Water used during the Contract Work, which has become contaminated with oil, bitumens, harmful or objectionable chemicals, sewage or other pollutants, shall be disposed of so as to avoid affecting all nearby waters and lands. Under no circumstances shall the Contractor discharge pollutants into any watercourse or water storage area. Do not allow water used in aggregate processing, concrete curing, foundation and concrete lift cleanup or any other waste to directly enter a stream untreated. When water from adjacent natural sources is used in the Contract Work, intake methods shall be such as to avoid contaminating the source of supply or becoming a source of erosion or sedimentation.

#### **NOISE AND AIR POLLUTION CONTROL**

Conduct operations so as not to violate any applicable ordinances, regulations, rules and laws in effect in the area at the date of bid opening pertaining to noise and air pollution and to conform to all provisions in effect at the date of bid opening as set forth in the Rules and

Regulations Governing the Control of Air Pollution and noise pollution in the State of Illinois.

**PLANT PEST CONTROL**

All soil moving or handling equipment that has operated in or will operate in regulated areas shall be subject to plant quarantine regulations. In general, these regulations require the thorough cleaning of soil from equipment before such equipment is moved from regulated areas to uninfected areas. Complete information may be obtained from the regional office of the Plant Pest Control Division of the United States Department of Agriculture.

**PRESERVATION OF NATURAL RESOURCES**

All construction operations, contract work, clean up and the condition of the adjacent terrain upon completion of the Work shall fully comply with all applicable regulations and laws concerning the preservation of natural resources.

**DUST CONTROL**

Throughout the entire construction period, maintain dust control by use of water sprinklers or chemical dust control binder as may be approved by the Engineer.

**PAYMENT**

No separate payment will be made for the work in this Section; all the costs of such work shall be considered incidental to the items of work to which they pertain.

**LUMINAIRE, LED, UNDERPASS**

Description. This work shall consist of furnishing and installing an underpass LED luminaire as shown on the plans, as specified herein.

Wallmount, Output Designation A

The underpass luminaires which are wall mounted shall be manufactured by Lithonia Lighting catalog number TWPX1 LED P2 30K MVOLT PE DBLXD.

Suspended, Output Designation A

The underpass luminaires which are suspended shall be manufactured by Lumec catalog number TULS-16L530-730-G1-R3M-UNV

Materials. Underpass luminaires shall be according as specified on the plans. Other items associated with the luminaire shall be according to the following articles of the Standard Specifications:

Item	Article/Section
(a) Fuseholders and fuses.....	1065.01
(b) Fasteners and hardware.....	1088.03
(c) Lightning protection.....	1065.02

**CONSTRUCTION REQUIREMENTS**

Installation. Underpass luminaires shall be installed in accordance with the applicable requirements of Sections 821 of the Standard Specifications and as shown on the plans.

Method of Measurement. This work will be measured for payment as each underpass furnished and installed.



Basis of Payment. This work will be paid for at the contract unit price per each for **LUMINAIRE, LED, UNDERPASS**, of the mount type and output designation specified.

### **REMOVAL OF LIGHTING UNIT, SALVAGE**

Description. This work shall consist of the removal and salvaging of existing poles and luminaires.

### **CONSTRUCTION REQUIREMENTS**

General. No removal work will be permitted without approval from the Engineer. Removal shall start as soon as the permanent lighting is placed in approved operation. An inspection and approval by the Engineer will take place before any associated proposed permanent lighting is approved for operation.

Removal of Light Poles. Any damage resulting from the removal and/or transportation of the lighting luminaire and associated hardware, shall be repaired or replaced in kind. The Engineer will be the sole judge to determine the extent of damage and the suitability of repair and/or replacement.

The removal of pole mounted luminaries shall include the pole, breakaway device, arms, luminaries, and associated hardware and appurtenances.

Abandoned underground electric cables shall be removed with conduit and duct to a depth of 1 ft (300 mm) below ground level and the hole shall be backfilled. Cables in a unit duct may be removed from the duct and become the property of the Contractor. The empty duct shall be removed to 1 ft (300 mm) below ground level and the hole backfilled.

Salvage. Prior to removal by the contractor, the City shall inspect and identify items that they desire to salvage and keep. Poles, mast arms, luminaries, and all associated hardware and appurtenances which City desires to salvage and keep shall be delivered to the nearest facility and unloaded and stacked there, as directed by the Engineer. Wood blocking, banding, or other appurtenant items required for proper stacking and protection shall be included. Luminaires shall be removed, boxed in new containers, approved by the Engineer, and delivered to the City facility, as designated by the Engineer. The contractor shall call the City to schedule the delivery date and location.

Method of Measurement. Each lighting unit which is removed and delivered to a storage facility, or disposed of as indicated, will be counted as a unit for payment.

Basis of Payment. Removal and salvage of light tower will be paid for at the contract unit price per each for **REMOVAL OF LIGHTING UNIT, SALVAGE**.

### **LIGHT POLE FOUNDATION, 24" DIAMETER**

Description. This work shall consist of constructing and installation light pole foundation.

Materials. Materials shall be according to Article 836.02.

Installation. Installation shall be according to Article 836.03 and as specified herein.

The contractor shall not excavate or pour concrete foundations until the location has been reviewed and approved by the Resident Engineer and the City.

Method of Measurement. Concrete foundations will be measured for payment in feet (meters) in place. The length measured will be limited to that shown on the plans or authorized by the Engineer.

Basis of Payment. This work will be paid for according to the contract unit price each for REMOVAL OF UNDERPASS LIGHTING UNIT, NO SALVAGE at the locations indicated on plan and details.

## **RELOCATE EXISTING CCTV CAMERAS**

Description. This item shall consist of relocating the existing CCTV camera from an existing light pole to a new light pole, as indicated in the plans or as directed by the Engineer.

The work shall include disconnecting the CCTV camera and reconnecting it into the new light pole. The Contractor must notify the City of Evanston 7 days prior to the disconnection of the equipment. The Contractor must demonstrate to the satisfaction of the representative of City of Evanston and the Engineer that the CCTV camera operates properly.

No removal work will be permitted without approval from the Engineer. The Contractor shall set up a meeting with City of Evanston Engineer. The City of Evanston Engineer shall be notified at least 7 days in advance of the meeting. This meeting shall be scheduled within two weeks after contract is awarded. Any equipment that is to be relocated that is damaged after this meeting shall be repaired or replaced at the contractor's expense, to the satisfaction of the Engineer. The condition of the equipment shall be documented and signed by representatives of the City of Evanston, and the Contractor. A copy shall be given to the Engineer.

Basis Of Payment. This work will be paid for at the contract unit price of lump sum for RELOCATE EXISTING CCTV CAMERAS, which price shall be payment in full for furnishing the equipment described above and installing them in a satisfactory operating condition.

## **LIGHTING UNIT COMPLETE SPECIAL**

This work shall be performed in accordance with Sections 821 and 830 of the Standard Specifications and as detailed on the plans, except as modified herein.

### Luminaire, LED, 173W

This work shall consist of furnishing and installing luminaire with Type III distribution, horizontal mount 173W LED lamp wired 240 volt and as detailed in the plans.

The luminaire shall be manufactured by American Electric Lighting Autobahn LED Roadway-Large (ATB2) catalog number ATB2260BLEDE85MVOLTR3BKNSH, 3000K

### Luminaire, LED, 36W

This work shall consist of furnishing and installing luminaire with Type II distribution, horizontal mount 36W LED lamp wired 240 volt and as detailed in the plans.

The luminaire shall be manufactured by American Electric Lighting Autobahn LED Roadway-Large (ATB2) catalog number ATB020BLEDE53MVOLTR2BKSH, 3000K

Light Pole, Aluminum, 8' Davit Arm, Bolt-on, 30' M.H.

This work shall consist of furnishing and installing an aluminum light pole with accessories as detailed on the Plans.

The pole shall be manufactured Holophane catalog number RTA30RFD201894.

Basis of Payment. This work will be paid for at the contract unit price each for **LIGHTING UNIT, SPECIAL.**

**LIGHTING CONTROLLER, SPECIAL**

Description: This work shall consist of furnishing and installing a base mounted lighting controller for roadway lighting.

Materials. Materials shall be according to Art 825.02

Installation. The lighting controller installation shall be according to Art 825.03

Grounding shall be according to Section 806.

Basis of Payment This work will be paid for at the contract unit price per each for LIGHTING CONTROLLER, SPECIAL of the enclosure and control type specified.

**REMOVAL OF UNDERPASS LIGHTING UNIT, NO SALVAGE**

Description. This work shall consist of the removal and disposal of existing underpass luminaires and appurtenances.

Removal of Underpass Lighting Units. The removal of underpass lighting units shall include luminaires, lamps, mounting rings, conduits, junction boxes, and all associated hardware and appurtenances. Underpass lighting units shall become the property of the Contractor and shall be disposed of according to Article 202.03. Unprotected bridge steel which is exposed by the removal of the conduit system shall be touched up using a paint and procedure approved by the Engineer.

Basis of Payment. This work will be paid for according to the contract unit price each for REMOVAL OF UNDERPASS LIGHTING UNIT, NO SALVAGE at the locations indicated on plan and details.

**CONSTRUCTION LAYOUT AND STAKING**

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

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

The limits will be provided by the Engineer.

## **LUMINAIRE SAFETY CABLE ASSEMBLY**

Description: This item shall consist of providing a luminaire safety cable assembly as specified herein and as indicated in the plans.

Materials. Materials shall be according to the following:

Wire Rope. Cables (wire rope) shall be manufactured from Type 304 or Type 316 stainless steel having a maximum carbon content of 0.08 % and shall be a stranded assembly. Cables shall be 3.18 mm (0.125") diameter, 7x19 Class strand core and shall have no strand joints or strand splices.

Cables shall be manufactured and listed for compliance with Federal Specification RR-W-410 and Mil-DTL-83420.

Cable terminals shall be stainless steel compatible with the cable and as recommended by the cable manufacturer. Terminations and clips shall be the same stainless-steel grade as the wire rope they are connected to.

U-Bolts. U-Bolts and associated nuts, lock washers, and mounting plates shall be manufactured from Type 304 or Type 316 stainless steel.

## **CONSTRUCTION REQUIREMENTS**

General. The safety cable assembly shall be installed as indicated in the plan details. One end of the cable assembly shall have a loop fabricated from a stainless steel compression sleeve. The other end of the cable assembly shall be connected with stainless steel wire rope clips as indicated. Slack shall be kept to a minimum to prevent the luminaire from creeping off the end of the mast arm. Unless otherwise indicated in the plans, the luminaire safety cable shall only be used in conjunction with luminaires which are directly above the traveled pavement.

Basis of Payment: This work shall be paid for at the contract price each for **LUMINAIRE SAFETY CABLE ASSEMBLY**, which shall be payment for the work as described herein and as indicated in the plans.

## **MAINTENANCE OF LIGHTING SYSTEM**

Replace Article 801.11 and 801.12 of the Standard Specifications with the following:

Effective the date the Contractor's activities (electrical or otherwise) at the job site begin, the Contractor shall be responsible for the proper operation and maintenance of all existing and proposed lighting systems which are part of, or which may be affected by the work until final acceptance or as otherwise determined by the Engineer.

Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, the Contractor shall initiate a request for a maintenance transfer and preconstruction inspection, as specified elsewhere herein, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance of any lighting systems which may be affected by the work. During the maintenance preconstruction inspection, the party responsible for existing maintenance shall perform testing of the existing system in accordance with Article 801.13a. The Contractor shall request a date for the preconstruction inspection no less than fourteen (14) days prior to the desired date of the inspection.

The Engineer will document all test results and note deficiencies. All substandard equipment will be repaired or replaced by the existing maintenance contractor, or the Engineer can direct the Contractor to make the necessary repairs under Section 109.04.

Existing lighting systems, when depicted on the plans, are intended only to indicate the general equipment installation of the systems involved and shall not be construed as an exact representation of the field conditions. It remains the Contractor's responsibility to visit the site to confirm and ascertain the exact condition of the electrical equipment and systems to be maintained. Contract documents shall indicate the circuit limits.

### **Maintenance of Existing Lighting Systems**

**Existing lighting systems.** Existing lighting systems shall be defined as any lighting system or part of a lighting system in service at the time of contract Letting. The contract drawings indicate the general extent of any existing lighting, but whether indicated or not, it remains the Contractor's responsibility to ascertain the extent of effort required for compliance with these specifications and failure to do so will not be justification for extra payment or reduced responsibilities.

#### **Extent of Maintenance.**

**Partial Maintenance.** Unless otherwise indicated, if the number of circuits affected by the contract is equal to or less than 40% of the total number of circuits in a given controller and the controller is not part of the contract work, the Contractor needs only to maintain the affected circuits within the project limits. The project limits are defined as those limits indicated in the contract plans. Equipment outside of the project limits, on the affected circuits shall be maintained and paid for under Article 109.04. The affected circuits shall be isolated by means of in-line waterproof fuse holders as specified elsewhere and as approved by the Engineer. The unaffected circuits and the controller will remain under the maintenance of the State.

**Full Maintenance.** If the number of circuits affected by the contract is greater than 40% of the total number of circuits in a given controller, or if the controller is modified in any way under the contract work, the Contractor shall maintain the

entire controller and all associated circuits within the project limits. Equipment outside of the project limits shall be maintained and paid for under Article 109.04.

If the existing equipment is damaged by normal vehicular traffic, not contractor operations, is beyond repair and cannot be re-set, the contractor shall replace the equipment in kind with payment made for such equipment under Article 109.04. If the equipment damaged by any construction operations, not normal vehicular traffic, is beyond repair and cannot be re-set, the contractor shall replace the equipment in kind and the cost of the equipment shall be included in the cost of this pay item and shall not be paid for separately.

### **Maintenance of Proposed Lighting Systems**

**Proposed Lighting Systems.** Proposed lighting systems shall be defined as any lighting system or part of a lighting system, temporary or permanent, which is to be constructed under this contract regardless of the project limits indicated in the plans.

The Contractor shall be fully responsible for maintenance of all items installed under this contract. Maintenance shall include, but not be limited to, any equipment failures or malfunctions as well as equipment damage either by the motoring public, Contractor operations, vandalism, or other means. The potential cost of replacing or repairing any malfunctioning, damaged, or vandalized equipment shall be included in the bid price of this item and will not be paid for separately.

### **Lighting System Maintenance Operations**

The Contractor's responsibility shall include all applicable responsibilities of the Electrical Maintenance Contract, State of Illinois, Department of Transportation, Division of Highways, District One. These responsibilities shall include the maintenance of lighting units (including sign lighting), cable runs and lighting controls. In the case of a pole knockdown or sign light damage, the Contractor shall promptly clear the lighting unit and circuit discontinuity and restore the system to service. The equipment shall then be re-set by the contractor within the time limits specified herein.

If the existing equipment is damaged by normal vehicular traffic, not contractor operations, is beyond repair and cannot be re-set, the contractor shall replace the equipment in kind with payment made for such equipment under Article 109.04. If the equipment damaged by any construction operations, not normal vehicular traffic, is beyond repair and cannot be re-set, the contractor shall replace the equipment in kind and the cost of the equipment shall be included in the cost of this pay item and shall not be paid for separately.

Responsibilities shall also include weekly night-time patrol of the lighting system, with patrol reports filed immediately with the Engineer and with deficiencies corrected within 24 hours of the patrol. Patrol reports shall be presented on standard forms as designated by the Engineer. Uncorrected deficiencies may be designated by the Engineer as necessitating emergency repairs as described elsewhere herein.

The following chart lists the maximum response, service restoration, and permanent repair time the Contractor will be allowed to perform corrective action on specific lighting system equipment.

INCIDENT OR PROBLEM	SERVICE RESPONSE TIME	SERVICE RESTORATION TIME	PERMANENT REPAIR TIME
Control cabinet out	1 hour	4 hours	7 Calendar days
Hanging mast arm	1 hour to clear	na	7 Calendar days
Radio problem	1 hour	4 hours	7 Calendar days
Motorist caused damage or leaning light pole 10 degrees or more	1 hour to clear	4 hours	7 Calendar days
Circuit out – Needs to reset breaker	1 hour	4 hours	na
Circuit out – Cable trouble	1 hour	24 hours	21 Calendar days
Outage of 3 or more successive lights	1 hour	4 hours	na
Outage of 75% of lights on one tower	1 hour	4 hours	na
Outage of light nearest RR crossing approach, Islands and gores	1 hour	4 hours	na
Outage (single or multiple) found on night outage survey or reported to EMC	na	na	7 Calendar days
Navigation light outage	na	na	24 hours

- **Service Response Time** -- amount of time from the initial notification to the Contractor until a patrolman physically arrives at the location.
- **Service Restoration Time** – amount of time from the initial notification to the Contractor until the time the system is fully operational again (In cases of motorist caused damage the undamaged portions of the system are operational.)
- **Permanent Repair Time** – amount of time from initial notification to the Contractor until the time permanent repairs are made if the Contractor was required to make temporary repairs to meet the service restoration requirement.

Failure to provide this service will result in liquidated damages of \$500 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Electrical Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$500 per month per occurrence. Unpaid bills will be deducted from any monies owed to the Contractor. Repeated failures and/or a gross failure of maintenance shall result in the State’s Electrical Maintenance Contractor being directed to correct all deficiencies and the resulting costs deducted from any monies owed the contractor.

Damage caused by the Contractor’s operations shall be repaired at no additional cost to the Contract.

**Operation of Lighting**

The lighting shall be operational every night, dusk to dawn. Duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously. Lighting systems shall not be kept in operation during long daytime periods.

**Method of Measurement**

The contractor shall demonstrate to the satisfaction of the Engineer that the lighting system is fully operational prior to submitting a pay request. Failure to do so will be grounds for denying the pay request. Months in which the lighting systems are not maintained and not operational will not be paid. Payment shall not be made retroactively for months in which lighting systems were not operational.

**Basis of Payment.** Maintenance of lighting systems shall be paid for at the contract unit price per calendar month for **MAINTENANCE OF LIGHTING SYSTEM.**





## Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1  
201 West Center Court / Schaumburg, Illinois 60196-1096

### PERMITS

Location: Church Street and Dodge Avenue  
Municipality: City of Evanston, Cook County  
Re: Lighting Replacement  
Reference No.: 016-111730

November 9, 2022

Mr. Rashesh Patel, P.E.  
Singh & Associates, Inc.  
230 W. Monroe Street, Suite 1400  
Chicago, IL 60606

Dear Mr. Patel:

The following items must be completed and returned to our office before the referenced file can be processed.

1. Owner's (City of Evanston) signature, address, and telephone number required on original *Highway Permit* form as Applicant, **in triplicate.**
2. General Contractor's signature, address, and telephone number required on original *Highway Permit* form as Witness **in triplicate.**
3. *Individual Highway Permit Bond* form requires original signature and execution in the amount of \$20,000. **In triplicate.**
4. Submit six (6) 11"x17" copies of previously-approved plans signed and sealed by a registered P.E. licensed in the State of Illinois and six (6) copies of special provisions.
5. Provide the information required on the enclosed *BSPE 72b Traffic Control Authorization Request* form.
6. Provide one (1) CD containing lighting replacement plans and special provisions in .pdf format.
7. **Please** submit all in one package with a copy of this letter.

If you have any questions regarding this matter, please contact Charles Saint-Vil at (847) 705-4144.

Very truly yours,

Jose Rios, P.E.  
Region One Engineer

By: 

Kalpana Kannan-Hosadurga, P.E., PTOE  
Arterial Traffic Operations Engineer



Highway Permit

District Serial No. \_\_\_\_\_

Whereas, I (We) \_\_\_\_\_  
(Name of Applicant) (Mailing Address)

\_\_\_\_\_ hereinafter termed the Applicant,  
(City) (State)

request permission and authority to do certain work herein described on the right-of-way of the State Highway  
known as \_\_\_\_\_ Route \_\_\_\_\_, Section \_\_\_\_\_  
from Station \_\_\_\_\_ to Station \_\_\_\_\_, Section \_\_\_\_\_

\_\_\_\_\_ County. The work is described in detail on the attached plan or sketch and/or as follows:

All work authorized by this permit shall be completed \_\_\_\_\_ after the date this permit is approved,  
otherwise the permit becomes null and void

This permit is subject to the conditions and restrictions printed on the reverse side of this sheet.

This permit is hereby accepted and its provisions agreed to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Witness \_\_\_\_\_ Signed \_\_\_\_\_  
Applicant

\_\_\_\_\_ Mailing Address \_\_\_\_\_ Mailing Address

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ City \_\_\_\_\_ State

SIGN AND RETURN TO: Regional Engineer \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_

Department of Transportation

BY: \_\_\_\_\_  
Regional Engineer



Highway Permit

District Serial No. \_\_\_\_\_

Whereas, I (We) \_\_\_\_\_  
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Witness \_\_\_\_\_ Signed \_\_\_\_\_  
Applicant

\_\_\_\_\_ Mailing Address \_\_\_\_\_ Mailing Address

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ City \_\_\_\_\_ State

SIGN AND RETURN TO: Regional Engineer \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Department of Transportation

BY: \_\_\_\_\_  
Regional Engineer



**Highway Permit**

District Serial No. \_\_\_\_\_

Whereas, I (We) \_\_\_\_\_  
(Name of Applicant) (Mailing Address)

\_\_\_\_\_ hereinafter termed the Applicant,  
(City) (State)

request permission and authority to do certain work herein described on the right-of-way of the State Highway  
known as \_\_\_\_\_ Route \_\_\_\_\_, Section \_\_\_\_\_ N/A,  
from Station \_\_\_\_\_ N/A to Station \_\_\_\_\_ N/A,  
\_\_\_\_\_ County. The work is described in detail on the attached plan or sketch and/or as follows:

All work authorized by this permit shall be completed \_\_\_\_\_ after the date this permit is approved,  
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Witness \_\_\_\_\_ Signed \_\_\_\_\_  
Applicant

\_\_\_\_\_ Mailing Address \_\_\_\_\_ Mailing Address

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ City \_\_\_\_\_ State

SIGN AND RETURN TO: Regional Engineer \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Department of Transportation

BY: \_\_\_\_\_  
Regional Engineer



**Illinois Department  
of Transportation**

**Individual Highway  
Permit Bond**

Address 201 West Center Court District One  
City / State Schaumburg, Illinois 60196 Bond No. \_\_\_\_\_

KNOWN ALL MEN BY THE PRESENTS, That I (We) \_\_\_\_\_  
(Name of Applicant)

\_\_\_\_\_ (Mailing Address)  
as Principal, and \_\_\_\_\_  
(Surety Company)

a corporation organized and existing under the laws of the State of \_\_\_\_\_  
and licensed to do business in the State of Illinois, are held firmly bound unto the people of the State of Illinois in the penal  
sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) lawful money of the United States well and truly to be paid unto said people of the State  
of Illinois, for payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these  
presents.

WHEREAS, Highway Permit No. \_\_\_\_\_ issued by the Department of Transportation  
of the State of Illinois grants to \_\_\_\_\_ permission and  
authority to construct, locate, operate, and maintain the work described in said Permit, upon or adjacent to  
Route \_\_\_\_\_ in \_\_\_\_\_ County as more fully  
described in said Permit and Sketch, which by this reference are made a part hereof as if written herein at length, in and by  
which Permit and Sketch the said Principal has promised and agreed to perform said described operation and related  
activities in accordance with the terms and conditions of and description in said Permit and Sketch,

NOW, THEREFORE, if the said Principal shall well and truly perform said operations in accordance with the terms  
and conditions of and description in said Permit and Sketch to the satisfaction of said Department, and shall perform no  
other work or construction at said location without first applying for and receiving another permit from said Department, then  
no claim or demand will be made against the above obligation. Otherwise, this bond or so much thereof as may be  
necessary shall insure to the said Department as cost and expense to charge and correct, during a period of five years  
from the date of approval of this bond by the Department, said construction to conform to the terms and conditions of and  
description in said Permit and Sketch.

IN WITNESS WHEREOF, WE HAVE DULY EXECUTED THE FOREGOING

This \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_ Principal \_\_\_\_\_  
Surety \_\_\_\_\_ Address \_\_\_\_\_  
Address \_\_\_\_\_ City / State \_\_\_\_\_  
City / State \_\_\_\_\_ Telephone ( ) \_\_\_\_\_  
By \_\_\_\_\_ ( Seal )  
Agent for Surety \_\_\_\_\_ ( Seal )

Address \_\_\_\_\_ Department of Transportation  
City / State \_\_\_\_\_ By \_\_\_\_\_  
By \_\_\_\_\_ Regional Engineer



**Illinois Department  
of Transportation**

**Individual Highway  
Permit Bond**

Address 201 West Center Court District One

City / State Schaumburg, Illinois 60196 Bond No. \_\_\_\_\_

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Surety \_\_\_\_\_ Address \_\_\_\_\_

Address \_\_\_\_\_ City / State \_\_\_\_\_

City / State \_\_\_\_\_ Telephone ( \_\_\_\_\_ ) \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

( Seal ) Attorney in Fact ( Seal )

Agent for Surety \_\_\_\_\_ Department of Transportation

Address \_\_\_\_\_ By \_\_\_\_\_

City / State \_\_\_\_\_ Regional Engineer

By \_\_\_\_\_



**Illinois Department  
of Transportation**

**Individual Highway  
Permit Bond**

Address 201 West Center Court District One  
City / State Schaumburg, Illinois 60196 Bond No. \_\_\_\_\_

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This \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_ Principal \_\_\_\_\_  
Surety \_\_\_\_\_ Address \_\_\_\_\_  
Address \_\_\_\_\_ City / State \_\_\_\_\_  
City / State \_\_\_\_\_ Telephone ( ) \_\_\_\_\_  
By \_\_\_\_\_ By \_\_\_\_\_  
( Seal ) Attorney in Fact ( Seal )

Agent for Surety \_\_\_\_\_ Department of Transportation  
Address \_\_\_\_\_ By \_\_\_\_\_  
City / State \_\_\_\_\_ Regional Engineer  
By \_\_\_\_\_



**Traffic Control  
Authorization Request**

District \_\_\_\_\_ County \_\_\_\_\_  
Project N/A Contract Number N/A  
Marked Route \_\_\_\_\_ Section N/A  
Location \_\_\_\_\_

Inclusive Dates of Work \_\_\_\_\_ to \_\_\_\_\_ Work Hours 09:00  AM  PM to 3:00  AM  PM

Work Type  Maintenance  Construction  Traffic  Other

Describe Work \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor or Agency Performing Work \_\_\_\_\_

**Responsible Engineer:** (Construction Foreman/Superintendent, Maintenance/Traffic Field Engineer)

Name \_\_\_\_\_ Telephone No. ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
Office Home  
(If traffic control is to be employed between 5:00 p.m. and 8:30 a.m. or on Saturday, Sunday or holidays give additional names and numbers)

Name \_\_\_\_\_ Telephone No. ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

Name \_\_\_\_\_ Telephone No. ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

Name \_\_\_\_\_ Telephone No. ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

**Controls:** (Describe specific controls to be used, including reference to appropriate Highway Standards or sections of manuals, and set forth any special controls proposed).

IDOT Highway Standards: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Distribution:** District Operations/Traffic Engineer  
Project Implementation Engineer  
Field Engineer  
Resident Engineer  
ISP District

Submitted by: \_\_\_\_\_  
Approved by: \_\_\_\_\_  
(District Operations/Traffic Engineer)



# LAKE ST AT CTA UP/METRA VIADUCTS DAVIS ST AT CTA VIADUCT CHURCH ST AT DODGE AVE LIGHTING IMPROVEMENTS CITY OF EVANSTON

## INDEX OF SHEETS

- 1 TITLE SHEET
- 2 SUMMARY OF QUANTITIES
- 3 LIGHTING LEGEND AND GENERAL NOTES
- 4 UNDERPASS LIGHTING REMOVAL PLAN  
LAKE ST AT CTA UP/METRA VIADUCTS
- 5 PROPOSED UNDERPASS LIGHTING PLAN  
LAKE ST AT CTA UP/METRA VIADUCTS
- 6-9 LAKE ST UNDERPASS LIGHTING DETAILS
- 10 UNDERPASS LIGHTING REMOVAL PLAN  
DAVIS ST AT CTA VIADUCT
- 11 PROPOSED UNDERPASS LIGHTING PLAN  
DAVIS ST AT CTA VIADUCT
- 12-13 DAVIS ST UNDERPASS LIGHTING DETAILS
- 14 ROADWAY LIGHTING REMOVAL PLAN  
CHURCH STREET AT DODGE AVENUE
- 15 PROPOSED ROADWAY LIGHTING PLAN  
CHURCH STREET AT DODGE AVENUE
- 16 LIGHTING CONTROLLER WIRING DIAGRAM
- 17-21 ROADWAY LIGHTING DETAILS
- 22-24 IDOT DISTRICT ONE STANDARD DETAILS
- 25-29 IDOT HIGHWAY AND TRAFFIC STANDARDS

## PROJECT MANAGER

RAJEEV DAHAL  
SENIOR PROJECT MANAGER  
PUBLIC WORKS AGENCY  
BUREAU OF CAPITAL PLANNING AND ENGINEERING

2100 RIDGE AVENUE  
EVANSTON, ILLINOIS  
(847) 448-8159

RDAHAL@CITYOFEVANSTON.ORG

## IDOT DISTRICT ONE STANDARD DETAILS

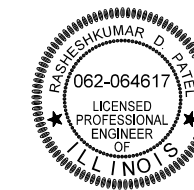
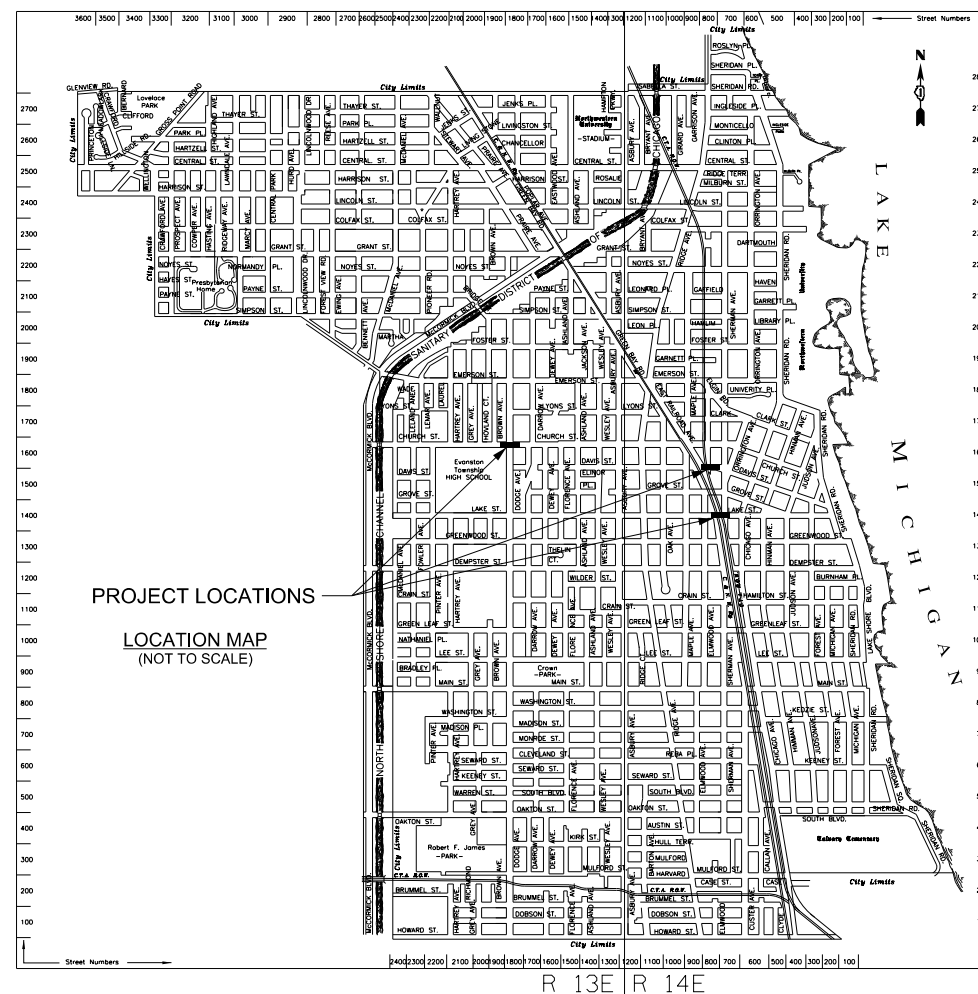
- BE-220 ELECTRIC SERVICE INSTALLATION AERIAL, REMOTE DISCONNECT
- BE-701 LUMINAIRE SAFETY CABLE
- TC-10 TRAFFIC CONTROL AND PROTECTION FOR SIDE ROAD, INTERSECTIONS AND DRIVEWAYS

## IDOT HIGHWAY AND TRAFFIC STANDARDS

- 701501-06 URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED
- 701502-09 URBAN LANE CLOSURE, 2L, 2W, WITH DIRECTIONAL LEFT TURN LANE
- 701801-06 SIDEWALK, CORNER OR CROSSWALK CLOSURE
- 701901-08 TRAFFIC CONTROL DEVICES

## NOTICE

THE EXACT LOCATION OF ALL UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION ACTIVITIES. FOR UTILITY LOCATION CALL J.U.L.I.E. AT 1-800-892-0123.



*R.D. Patel*

01/02/2024

RASHESHKUMAR D. PATEL, P.E. DATE

LICENSE NO.: 062-064617

EXPIRES: 11-30-2025

SHEETS: ALL

# SINGH



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DATE	NO.	REVISION

## LAKE ST AT CTA UP/METRA VIADUCTS UNDERPASS LIGHTING PLANS

SCALE	PROJECT NUMBER:	ISSUED FOR: CONSTRUCTION	DESIGNED BY: MG	SHEET COV-01
HORIZONTAL	BID NUMBER: 23-56	DATE: 01/02/2024	DRAWN BY: MG	
VERTICAL			CHECKED BY: RP	

CODE NO.	ITEM	UNIT	100% CITY OF EVANSTON TOTAL QUANTITY
67100100	MOBILIZATION	L SUM	1
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1
80400100	ELECTRIC SERVICE INSTALLATION	EACH	1
80400200	ELECTRIC UTILITY SERVICE CONNECTION	L SUM	1
81028220	UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	FOOT	205
81028370	UNDERGROUND CONDUIT, PVC, 3" DIA.	FOOT	60
81100320	CONDUIT ATTACHED TO STRUCTURE, 1" DIA., PVC COATED GALVANIZED STEEL	FOOT	667
81100605	CONDUIT ATTACHED TO STRUCTURE, 2" DIA., PVC COATED GALVANIZED STEEL	FOOT	30
81300220	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 6" X 6" X 4"	EACH	18
81300530	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 10" X 6"	EACH	5
81300800	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 18" X 12" X 6"	EACH	3
81400730	HANDHOLE, COMPOSITE CONCRETE	EACH	2
81603035	UNIT DUCT, 600V, 2-1C NO.6, 1/C NO.6 GROUND, (XLP-TYPE USE), 1" DIA. POLYETHYLENE	FOOT	90
81603081	UNIT DUCT, 600V, 3-1C NO.2, 1/C NO.4 GROUND, (XLP-TYPE USE), 1 1/2" DIA. POLYETHYLENE	FOOT	60
81603100	UNIT DUCT, 600V, 4-1C NO.6, 1/C NO.6 GROUND, (XLP-TYPE USE), 1 1/4" DIA. POLYETHYLENE	FOOT	1,181
81702110	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10	FOOT	2,373
81702150	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	FOOT	225
82110019	LUMINAIRE, LED, UNDERPASS, WALLMOUNT, OUTPUT DESIGNATION A	EACH	18
82110029	LUMINAIRE, LED, UNDERPASS, SUSPENDED, OUTPUT DESIGNATION A	EACH	4
83600200	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	72
84200500	REMOVAL OF LIGHTING UNIT, SALVAGE	EACH	11
84200804	REMOVAL OF POLE FOUNDATION	EACH	11
84500120	REMOVAL OF ELECTRIC SERVICE INSTALLATION	EACH	1
X0320028	RELOCATE EXISTING CCTV CAMERAS	L SUM	1
X8250500	LIGHTING UNIT COMPLETE, SPECIAL	EACH	8
X8250505	LIGHTING CONTROLLER, SPECIAL	EACH	1
X8420111	REMOVAL OF UNDERPASS LIGHTING UNIT, NO SALVAGE	EACH	8
89502300	REMOVE ELECTRIC CABLE FROM CONDUIT	FOOT	300
89502380	REMOVE EXISTING HANDHOLE	EACH	1
Z0013798	CONSTRUCTION LAYOUT	L SUM	1
Z0033020	LUMINAIRE SAFETY CABLE ASSEMBLY	EACH	8
Z0033028	MAINTENANCE OF LIGHTING SYSTEM	CAL MO	4

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DATE	NO.	REVISION
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## SUMMARY OF QUANTITIES

SCALE	PROJECT NUMBER:	ISSUED FOR: CONSTRUCTION	DESIGNED BY: MG	SHEET SOQ-01
HORIZONTAL	BID NUMBER: 23-56	DATE: 01/02/2024	DRAWN BY: MG	
VERTICAL			CHECKED BY: RP	

**NOTES**

1. THE ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST CODES, STANDARDS AND THE IDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION ADOPTED JANUARY 1, 2022, AND APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS.
2. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATIONS OF ALL UTILITIES BEFORE INSTALLATION OF ANY COMPONENTS OF THE PROPOSED LIGHTING SYSTEM.
3. ALL EXISTING ROADWAY LIGHTING UNITS TO BE REMOVED SHALL REMAIN THE PROPERTY OF THE CITY AND BE RETURNED TO A LOCATION DESIGNATED BY THE ENGINEER.
4. ALL EXISTING UNDERPASS LIGHTING UNITS TO BE REMOVED BY CONTRACTOR AND SHALL BE DISPOSED OF BY THEM OUTSIDE THE RIGHT OF WAY AT THEIR EXPENSE.
4. ALL PROPOSED CONDUITS, BOXES, AND APPURTENANCES ARE ILLUSTRATED DIAGRAMATICALLY ON THE PLANS. ACTUAL LOCATIONS IN THE FIELD SHALL BE APPROVED BY THE ENGINEER.
5. NO WORK SHALL BE PERFORMED ON ANY COMED INFRASTRUCTURE WITHOUT WRITTEN PERMISSION FROM COMED. THIS INCLUDES ACCESSING COMED POLES OR BOXES FOR SERVICE CONNECTIONS OR DISCONNECTIONS.
6. NO MATERIAL SHALL BE INSTALLED PRIOR TO SUBMITTAL APPROVAL BY THE ENGINEER. MATERIAL INSTALLED PRIOR TO APPROVAL WILL BE SUBJECT TO REMOVAL AND REPLACEMENT AT NO ADDITIONAL COST TO THE CITY.

UNDERPASS LIGHTING AND ELECTRICAL LEGEND	
SYMBOL	DESCRIPTION
	EXISTING UNDERPASS LIGHTING TO BE REMOVED
	EXISTING UNDERPASS LIGHTING TO REMAIN
	EXISTING JUNCTION BOX TO BE REMOVED
	EXISTING JUNCTION BOX TO REMAIN
	EXISTING HANDHOLE TO BE REMOVED
	EXISTING TALLMADGE LIGHTING UNIT TO REMAIN
	EXISTING LIGHTING UNIT TO REMAIN
	EXISTING CONDUIT TO BE REMOVED
	EXISTING CONDUIT TO BE ABANDONED
	EXISTING CONDUIT TO REMAIN
	PROPOSED UNDERPASS LIGHTING LUMINAIRE
	PROPOSED JUNCTION BOX, SIZE AND TYPE AS NOTED
	PROPOSED CONDUIT, SIZE AND TYPE AS NOTED
	EXISTING ELECTRIC UTILITY SERVICE TO BE REMOVED
	PROPOSED QUAZITE BOX, SIZE AND TYPE AS NOTED

ABBREVIATIONS	
ABBREVIATION	DESCRIPTION
AC	ALTERNATING CURRENT
A/C	AERIAL CABLE
ATS	ATTACHED TO STRUCTURE
B.O.C.	BACK OF CURB
CB	CIRCUIT BREAKER
CKT	CIRCUIT
CM	CENTIMETER
COMED	COMMONWEALTH EDISON COMPANY
CP	CONTROL PANEL
CT	CURRENT TRANSFORMER
DA	DAVIT ARM
DC	DIRECT CURRENT
DIA	DIAMETER
DP	DISTRIBUTION PANEL
E	EXISTING UNIT TO REMAIN
EX.	EXISTING
ECA	ELECTRIC CABLE ASSEMBLY
EIS	EMBEDDED IN STRUCTURE
E.O.P.	EDGE OF PAVEMENT
F.O.C.	FACE OF CURB
FT	FEET OR FOOT
FU	FUSE
GND	GROUND
HID	HIGH INTENSITY DISCHARGE
JB	JUNCTION BOX
KVA	KILOVOLT-AMPERE
KW	KILOWATTS
LED	LIGHT EMITTING DIODE
LP	LIGHT POLE
M	METER
MA	MAST ARM
MC	MULTI-CONDUCTOR
MM	MILLIMETER
M.H.	MOUNTING HEIGHT
MW	MESSENGER WIRE
NESC	NATIONAL ELECTRIC SAFETY CODE
NO. #	NUMBER
N.T.S.	NOT TO SCALE
P	PROPOSED
PB	PUSH BUTTON
PNL	PANEL
PVC	POLYVINYL CHLORIDE
PVCC RGC	PVC COATED RIGID GALVANIZED CONDUIT
PT	POTENTIAL TRANSFORMER
R	EXISTING UNIT TO BE REMOVED (OWNER SALVAGED U.N.O.)
RR	EXISTING UNIT TO BE REMOVED AND REINSTALLED
RECP	RECEPTACLE
RGC	RIGID GALVANIZED CONDUIT
SEL SW	SELECTOR SWITCH
SPARE	SPARE
SPACE	SPACE
SS	STAINLESS STEEL
STA	STATION
T/F	TOP OF FOUNDATION
UD	UNIT DUCT
U.N.O.	UNLESS NOTED OTHERWISE
UGC, GS	UNDERGROUND CONDUCT, GALVANIZED STEEL
VAC	VOLTS, ALTERNATING CURRENT
W	WATTS
WP	WOOD POLE
XFMR	TRANSFORMER
HPS	HIGH PRESSURE SODIUM
LPS	LOW PRESSURE SODIUM
LTFM	LIQUID TIGHT FLEXIBLE METALLIC

ROADWAY LIGHTING AND ELECTRICAL LEGEND	
SYMBOL	DESCRIPTION
	EXISTING LIGHTING UNIT TO BE REMOVED, SALVAGED
	PROPOSED CITY OF EVANSTON LIGHTING UNIT MOUNTED ON CONCRETE FOUNDATION ROADWAY LUMINAIRE (240VAC) 30' MOUNTING HEIGHT, 8 FT MAST ARM PEDESTRIAN LUMAIRE (240VAC) 16' MOUNTING HEIGHT
	EXISTING CITY OF EVANSTON LIGHTING UNIT TO REMAIN
	EXISTING HANDHOLE TO REMAIN
	EXISTING SURVEILLANCE CAMERA TO BE RELOCATED
	EXISTING TALLMADGE LIGHTING UNIT TO REMAIN
	EXISTING UNIT DUCT TO BE ABANDONED
	EXISTING CONDUIT TO REMAIN
	PROPOSED UNIT DUCT, SIZE AND TYPE AS NOTED
	PROPOSED CONDUIT, SIZE AND TYPE AS NOTED
	PROPOSED LIGHTING CONTROLLER 100 AMP, 120/240V, 1 PHASE, 3-WIRE
	PROPOSED SERVICE POLE

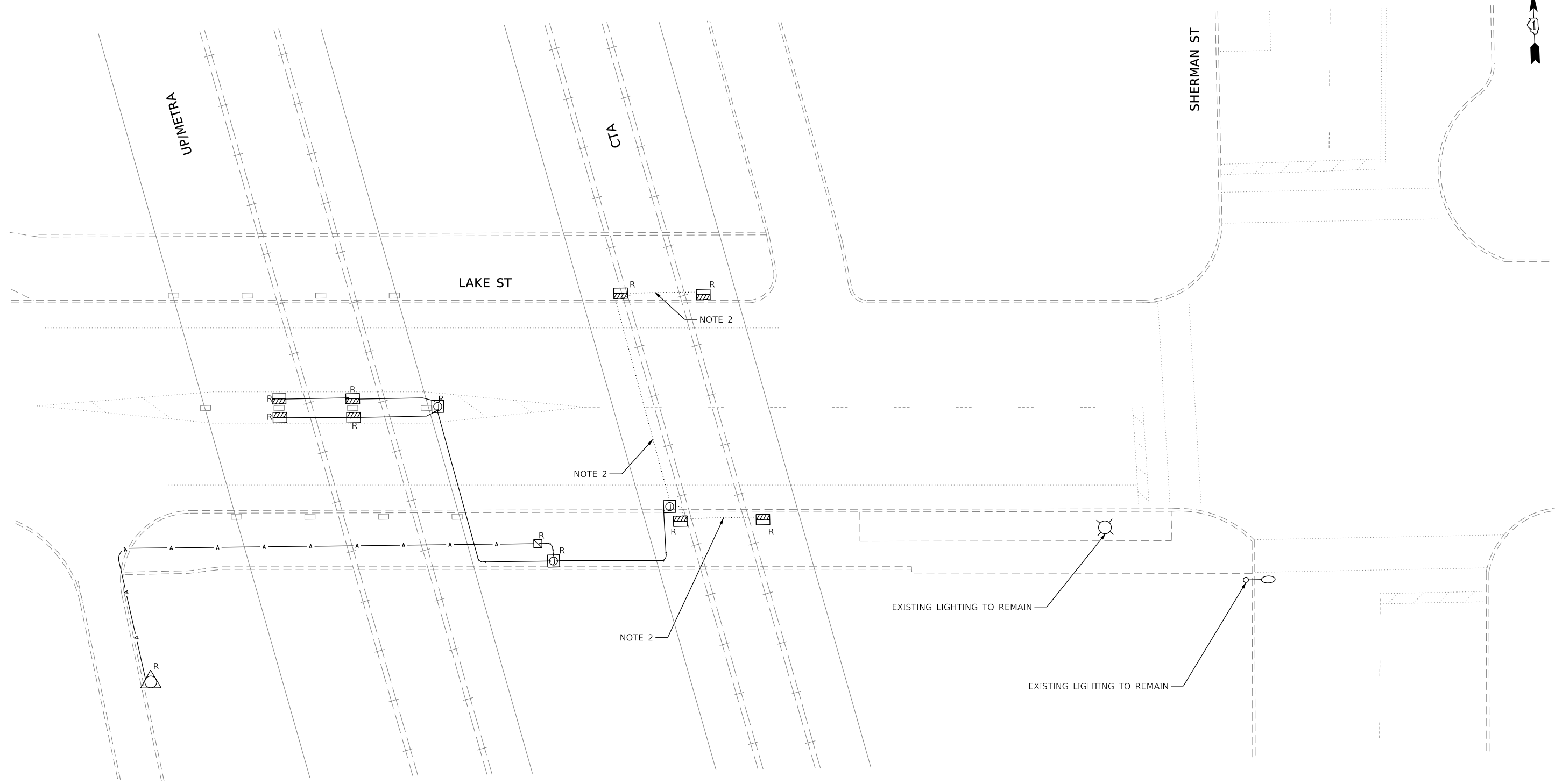
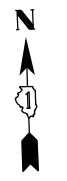
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DATE	NO.	REVISION

**LIGHTING LEGEND AND GENERAL NOTES**

SCALE	PROJECT NUMBER:	ISSUED FOR: CONSTRUCTION	DESIGNED BY: MG	SHEET <b>LT-01</b>
HORIZONTAL	BID NUMBER: 23-56	DATE: 01/02/2024	DRAWN BY: MG	
VERTICAL			CHECKED BY: RP	



**NOTES:**

1. REFER TO SHEET LT-01 FOR ELECTRICAL GENERAL NOTES AND LEGEND.
2. CONTRACTOR TO REMOVE ELECTRIC CABLE FROM CONDUIT. EXISTING CONDUIT TO REMAIN IN PLACE.
3. THE REMOVAL AND REPLACEMENT OF UNDERPASS LUMINAIRES SHALL BE DONE IN A WAY THAT THE UNDERPASS LIGHTING SYSTEM WILL BE OPERATIONAL THROUGHOUT CONSTRUCTION.

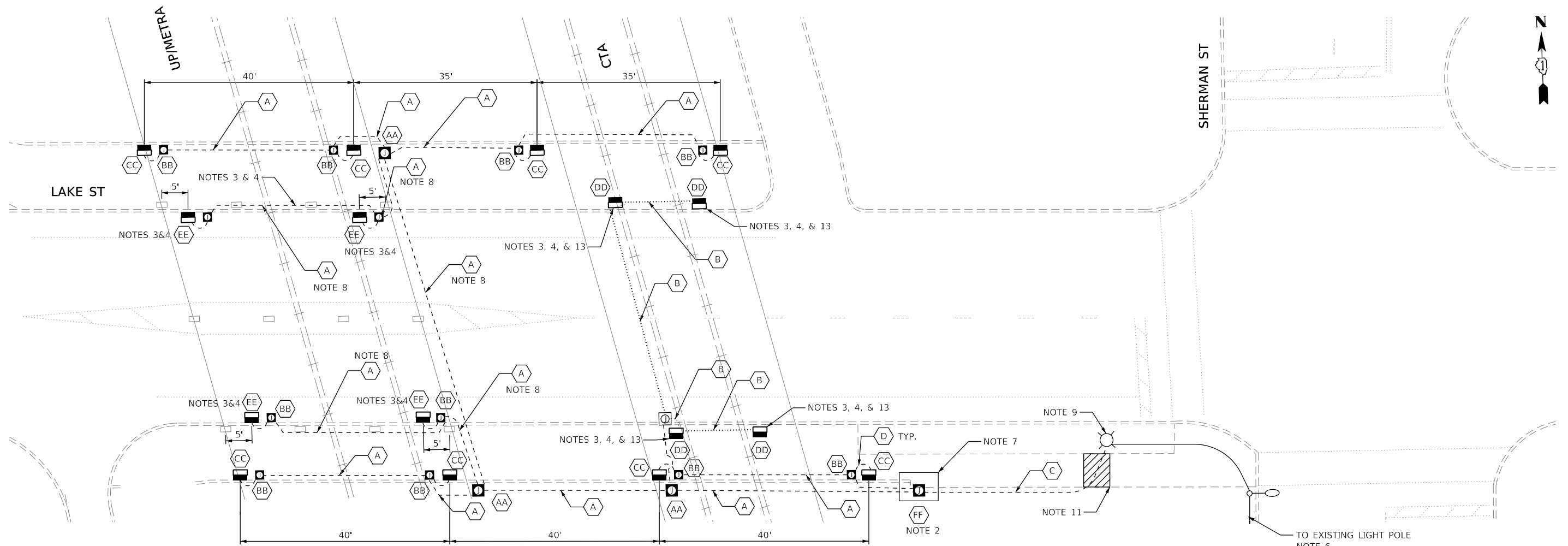
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BUREAU OF CAPITAL PLANNING AND ENGINEERING

DATE	NO.	REVISION
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**UNDERPASS LIGHTING REMOVAL PLAN  
LAKE ST AT CTA UP/METRA VIADUCTS**

SCALE		PROJECT NUMBER:	ISSUED FOR: CONSTRUCTION	DESIGNED BY: MG	SHEET LT-02
HORIZONTAL	1"=10'	BID NUMBER: 23-56 <td>DATE: 01/02/2024 <td>DRAWN BY: MG</td> </td>	DATE: 01/02/2024 <td>DRAWN BY: MG</td>	DRAWN BY: MG	
VERTICAL	1"=10'			CHECKED BY: RP	



**NOTES:**

1. REFER TO SHEET LT-01 FOR ELECTRICAL GENERAL NOTES AND LEGEND.
2. INSTALL FUSEHOLDER WITH 30 AMP FUSES INSIDE THE JUNCTION BOX.
3. ALL MOUNTING HARDWARE AND CHANNELS SHALL BE AS SHOWN ON THE DETAILS.
4. ATTACH ALL CHANNEL SUPPORTS FOR UNDERPASS LIGHT BRACKETS TO THE STEEL STRUCTURE WITHOUT DRILLING. SIZE OF BOLTS WILL BE AS PER MANUFACTURER RECOMMENDATION FOR LUMINAIRE AND MOUNTING HARDWARE LOADING. SEE DETAILS SHEET LT-04 AND LT-05.
5. NO DRILLING OF THE EXISTING STRUCTURE SHALL BE ALLOWED.
6. LIGHTING SYSTEM IS CONNECTED FROM EXISTING LIGHTING CONTROLLER LOCATED APPROXIMATELY 240-FEET EAST FROM THE INTERSECTION OF GREENWOOD STREET AT CHICAGO AVE.
7. REFER TO SHEET LT-05 FOR CONDUIT TRANSITION DETAIL.
8. SEE DETAIL C FOR CONDUIT MOUNTING ON SHEET LT-04.
9. SEE SHEET LT-06 FOR EXISTING FOUNDATION DETAIL.
10. THE REMOVAL AND REPLACEMENT OF UNDERPASS LUMINAIRES SHALL BE DONE IN A WAY THAT THE UNDERPASS LIGHTING SYSTEM WILL BE OPERATIONAL THROUGHOUT CONSTRUCTION. THIS WORK SHALL BE INCLUDED IN THE PAY ITEM " MAINTENANCE OF LIGHTING SYSTEM".
11. CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE DAMAGED SIDEWALK IN KIND DUE TO INSTALLATION OF UNIT DUCT. THE ENTIRE SIDEWALK SQUARE OR SQUARES SHALL BE REPLACED WITH NEW SIDEWALK. THICKNESS OF SIDEWALK SHALL MATCH EXISTING OR AS DIRECTED BY ENGINEER. SIDEWALK MATERIALS AND INSTALLATION SHALL BE AS PER IDOT SSRBC SECTION 424. THIS WORK SHALL BE INCLUDED IN THE COST OF "UNIT DUCT, 600V, 3-1C NO.2, 1/C NO.4 GROUND, (XLP-TYPE USE), 1 1/2" DIA. POLYETHYLENE".
12. WALL MOUNTED UNDERPASS LUMINAIRES SHALL BE MOUNTED AT 10.5' MIN. FROM THE GROUND.
13. PROPOSED UNDERPASS LUMINAIRES SHALL BE MATCH THE LOCATION OF EXISTING LUMINAIRES BEING REMOVED.
14. CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE SCREEN COVERING IN KIND DUE TO INSTALLATION OF CONDUITS AND LUMINAIRES.

**CABLE AND CONDUIT DESCRIPTION**

- A 2-1/C NO.10 AND 1/C NO.10 GND IN 1"PVCC RGC
- B 2-1/C NO.10 AND 1/C NO.10 GND IN EXISTING CONDUIT
- C UNIT DUCT, 600V, 2-1/C NO.6, 1/C NO. 6 GND., IN 1" DIA. POLYETHYLENE
- D 2-1/C NO.10 AND 1/C NO.10 GND IN 1/2" LIQUID-TIGHT FLEXIBLE CONDUIT (ITEM SHALL BE INCLUDED IN UNDERPASS LUMINAIRE PAY ITEM)

**KEY NOTES**

- AA STAINLESS STEEL JUNCTION BOX ATTACHED TO STRUCTURE, 12"X10"X6"
- BB STAINLESS STEEL JUNCTION BOX ATTACHED TO STRUCTURE, 6"X6"X4"
- CC WALL MOUNTED UNDERPASS LUMINAIRES (240V) (LITHONIA TWPX1 LED-P2-30K-MVOLT-DBLXD)
- DD SUSPENDED MOUNT UNDERPASS LUMINAIRES (240V) (LUMEC TULS-16L530-730-G1-R3M-UNV-XXX-5V, BLACK FINISH) SEE LT-05 FOR DETAILS
- EE STRUCTURE MOUNTED UNDERPASS LUMINAIRES (240V) (LITHONIA TW/PX1 LED-P2-30K-MVOLT-DBLXD) SEE LT-04 FOR DETAILS
- FF STAINLESS STEEL JUNCTION BOX ATTACHED TO STRUCTURE, 18"X12"X6"

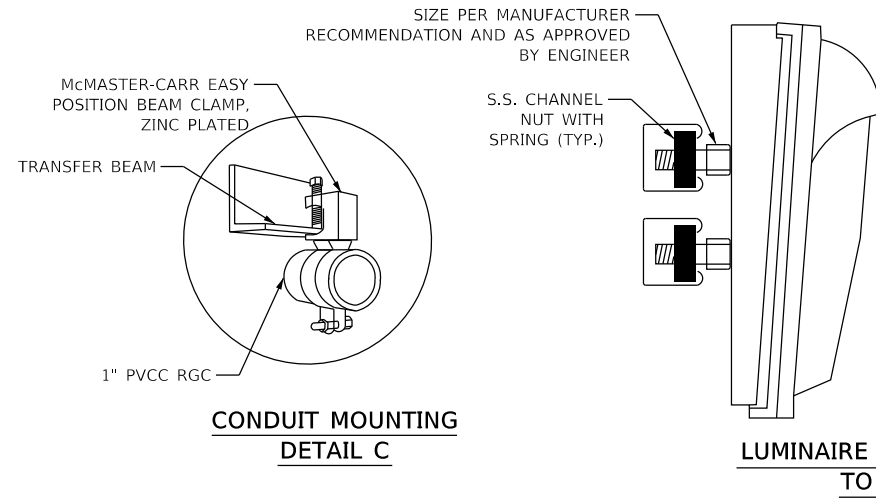


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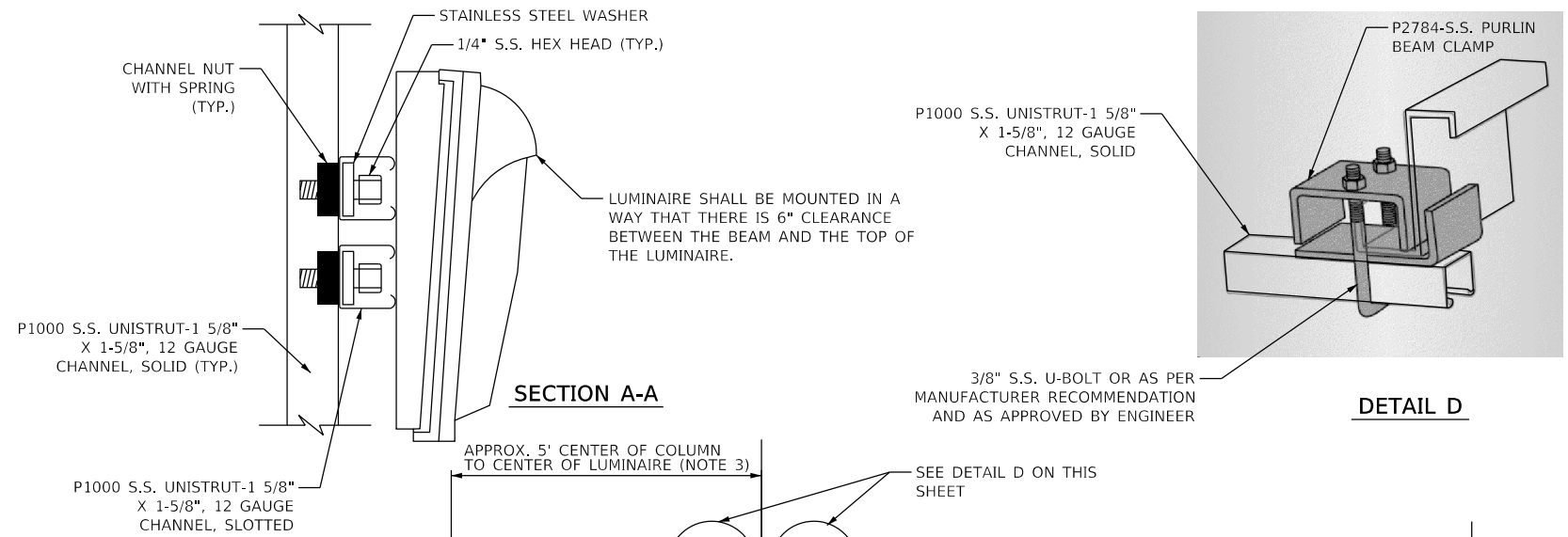
**PROPOSED UNDERPASS LIGHTING PLAN  
LAKE ST AT CTA UP/METRA VIADUCTS**

SCALE	PROJECT NUMBER:	ISSUED FOR: CONSTRUCTION	DESIGNED BY: MG	SHEET LT-03
HORIZONTAL 1"=10'	BID NUMBER: 23-56	DATE: 01/02/2024	DRAWN BY: MG	
VERTICAL 1"=10'			CHECKED BY: RP	



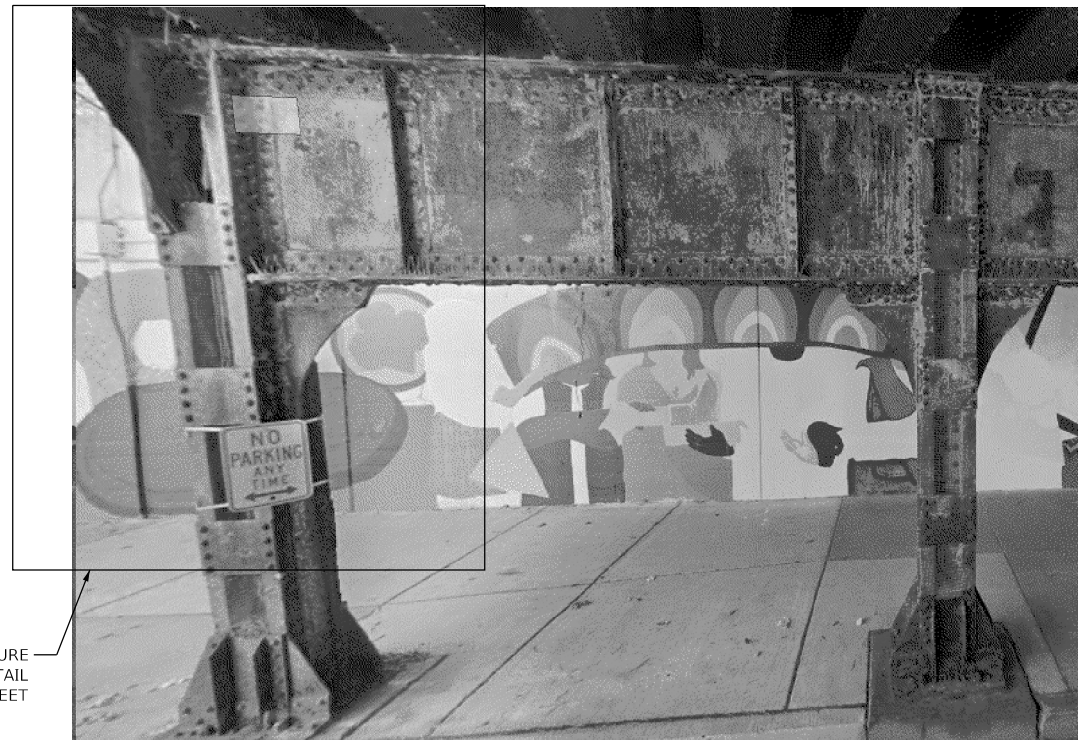
**CONDUIT MOUNTING DETAIL C**

**LUMINAIRE MOUNTING DETAIL TO UNISTRUT**



**SECTION A-A**

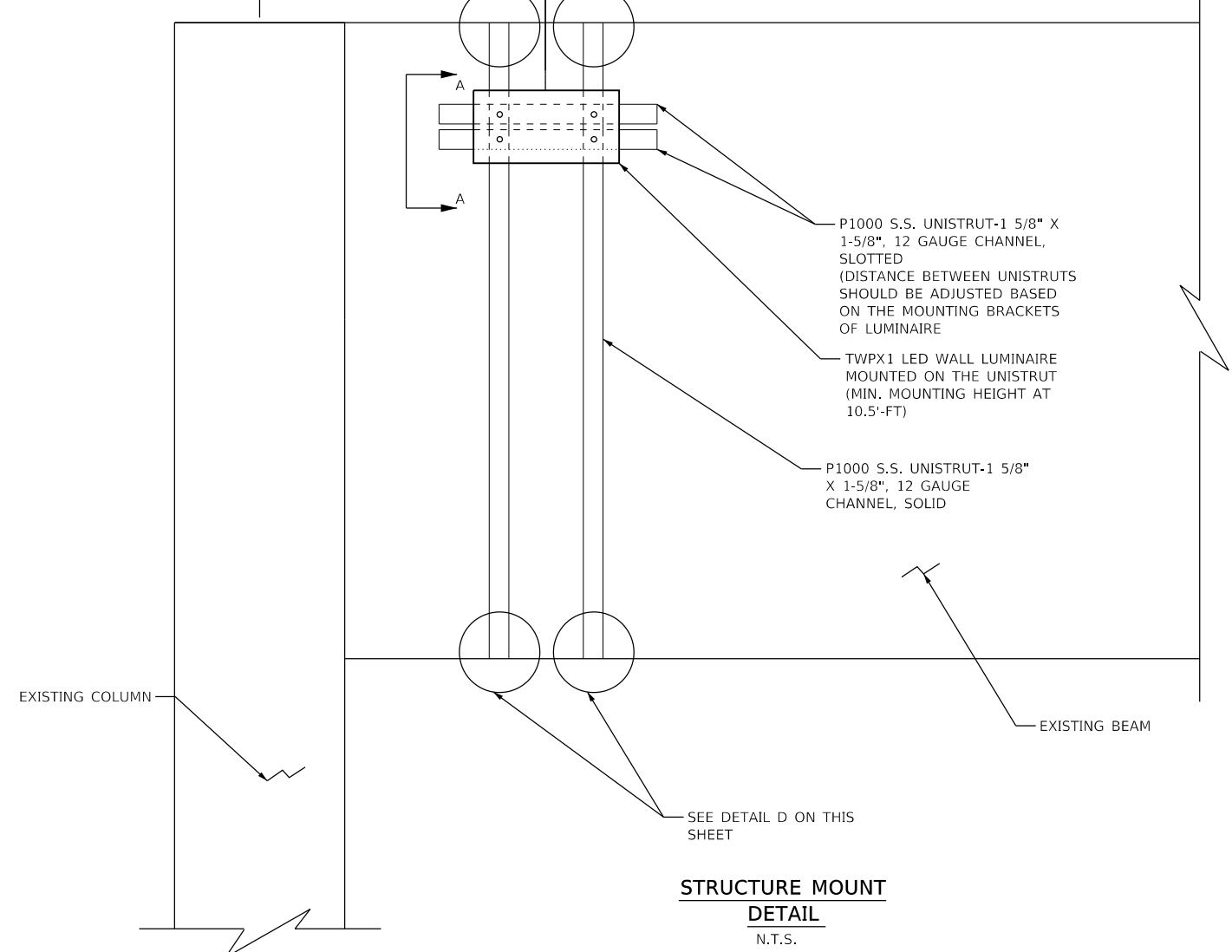
**DETAIL D**



SEE STRUCTURE MOUNT DETAIL ON THIS SHEET

**UP/METRA EXISTING STRUCTURE**

FOR REFERENCE ONLY



**STRUCTURE MOUNT DETAIL**

N.T.S.

**NOTES:**

- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVING THAT S.S. CHANNELS AND ASSOCIATED HARDWARE FOR A COMPLETE AND STRUCTURALLY SOUND INSTALLATION.
- ALL REQUIRED WORK AND MATERIALS ASSOCIATED WITH MOUNTING THE UNDERPASS LUMINAIRES AND CONDUITS TO THE UP/METRA AND CTA STRUCTURES SHALL BE INCLUDED IN THE ASSOCIATED PAY ITEMS.
- UNISTRUTS SHALL BE INSTALLED IN A WAY THAT IT WILL NOT BE IN CONFLICT WITH THE CROSS BEAMS.

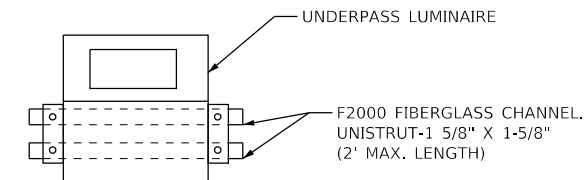
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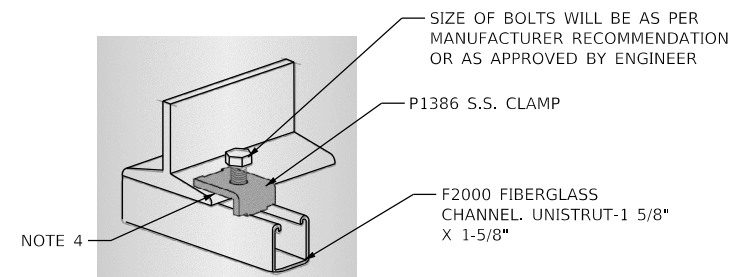
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**LIGHTING DETAILS-UP/METRA**

SCALE	PROJECT NUMBER:	ISSUED FOR: CONSTRUCTION	DESIGNED BY: MG	SHEET LT-04
HORIZONTAL	BID NUMBER: 23-56	DATE: 01/02/2024	DRAWN BY: MG	
VERTICAL			CHECKED BY: RP	

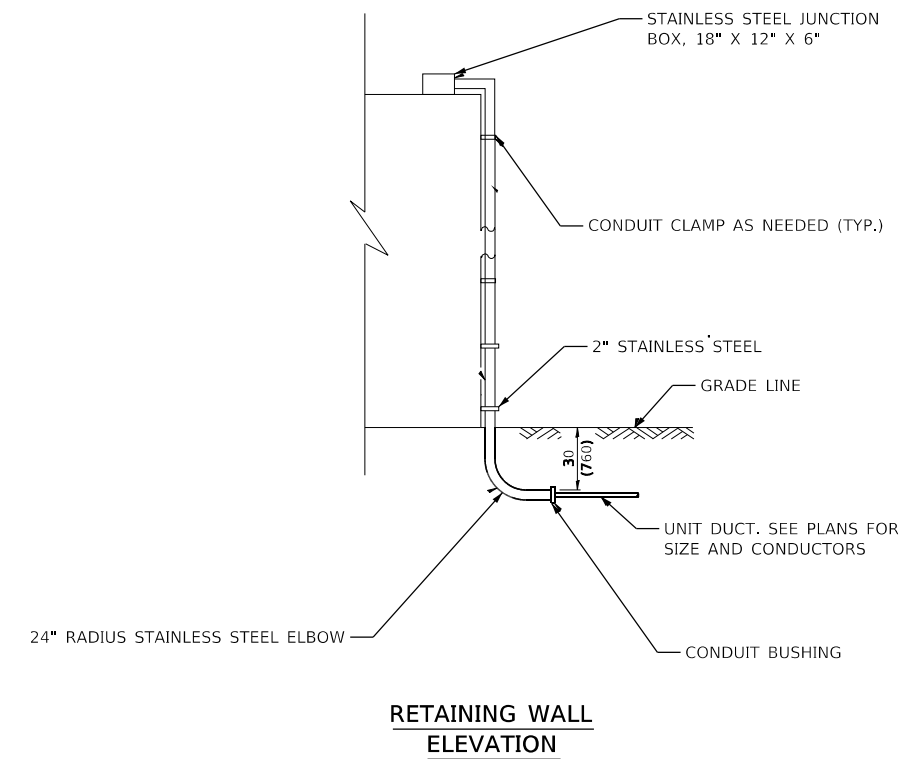


**LUMINAIRE MOUNTING  
DETAIL A**



**UNISTRUT MOUNTING DETAIL  
TO RAILROAD STRUCTURE  
DETAIL B**

**SUSPENDED MOUNT  
DETAIL**



**NOTES**

1. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVING THAT CHANNELS AND ASSOCIATED HARDWARE FOR A COMPLETE AND STRUCTURALLY SOUND INSTALLATION.
2. ALL REQUIRED WORK AND MATERIALS ASSOCIATED WITH MOUNTING THE UNDERPASS LUMINAIRES AND CONDUITS TO THE UP/METRA AND CTA STRUCTURES SHALL BE INCLUDED IN THE ASSOCIATED PAY ITEMS.
3. CONTRACTOR TO MATCH EXISTING UNDERPASS LUMINAIRE MOUNTING HEIGHT.
4. CONTRACTOR SHALL INCLUDE ISOLATION WASHERS OR PAD (FABREEKA) TO ELIMINATE METAL TO METAL CONTACT AND BREAK THE VIBRATION.

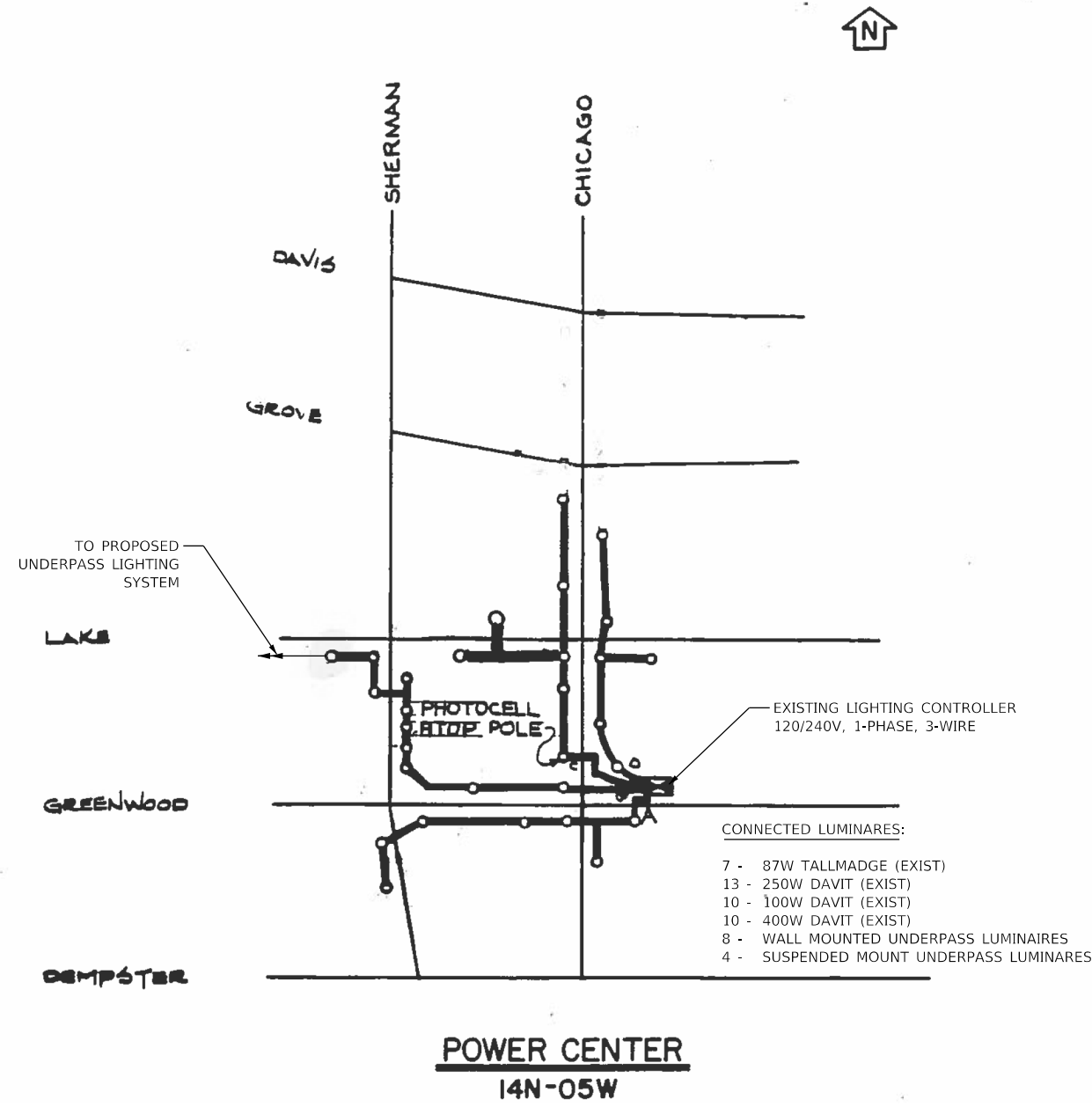
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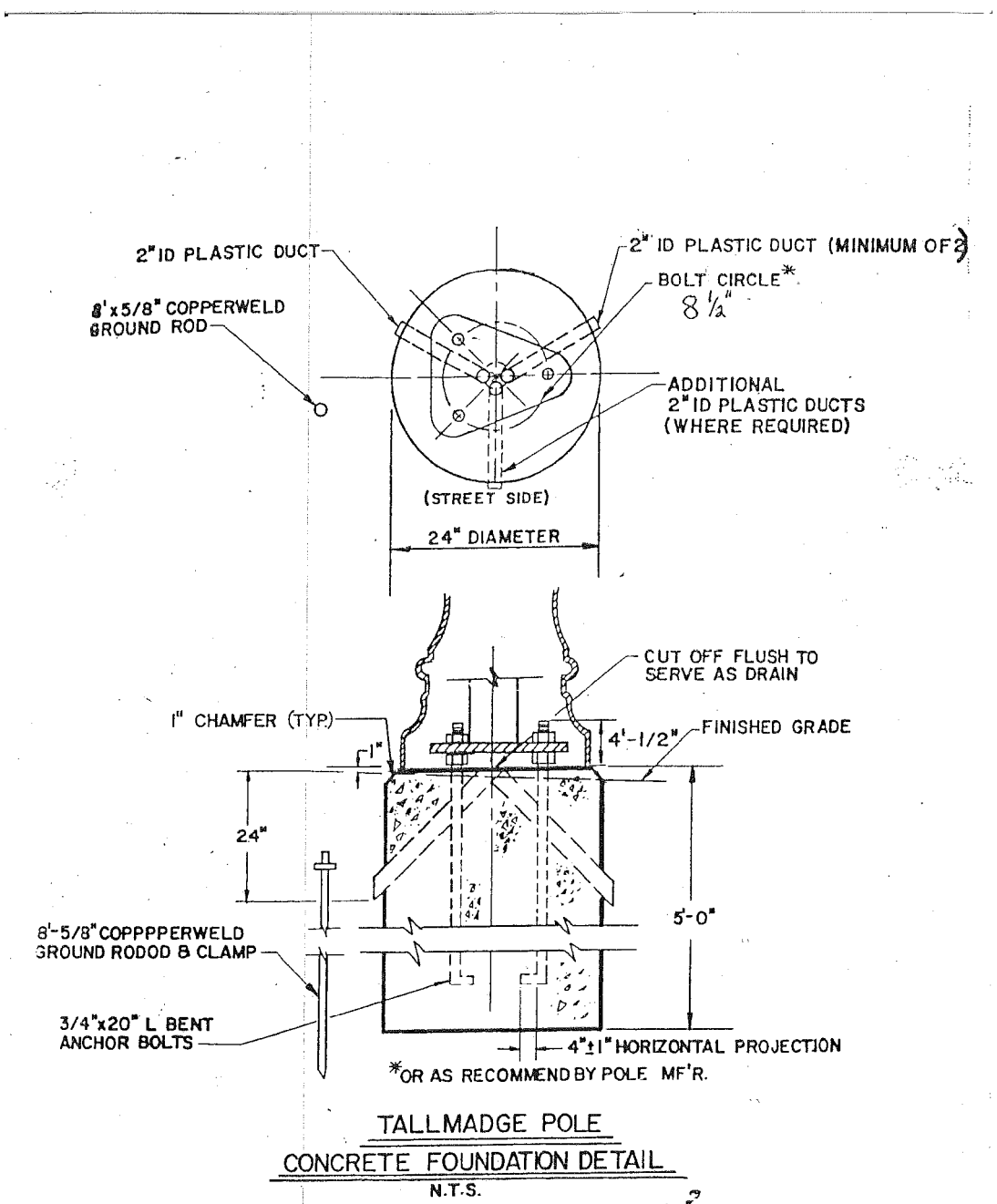
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DATE	NO.		REVISION

**UNDERPASS LIGHTING DETAILS – CTA STRUCTURE**

SCALE	PROJECT NUMBER:	ISSUED FOR: CONSTRUCTION	DESIGNED BY: MG	SHEET LT-05
HORIZONTAL	BID NUMBER: 23-56	DATE: 01/02/2024	DRAWN BY: MG	
VERTICAL			CHECKED BY: RP	



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DATE	NO.	REVISION
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## UNDEPASS LIGHTING DETAILS

SCALE	PROJECT NUMBER:	ISSUED FOR: CONSTRUCTION	DESIGNED BY: MG	SHEET LT-06
HORIZONTAL	BID NUMBER: 23-56	DATE: 01/02/2024	DRAWN BY: MG	
VERTICAL			CHECKED BY: RP	



# LUMEC

by Signify

## Tunnel

### TunnelView

TULS Tunnel/Underpass luminaire



Lumec TunnelView tunnel/underpass luminaires feature a sleek design that provides seamless replacement of existing HID luminaires. This fixture is available in three sizes, offers multiple lumen packages, and a complete array of optical distributions, making it an outstanding solution for all types of tunnel and underpass applications. Includes Service Tag, Signify's innovative way to provide assistance throughout the life of the product.

Project: \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Cat. No: \_\_\_\_\_  
 Type: \_\_\_\_\_  
 Lumens: \_\_\_\_\_ Qty: \_\_\_\_\_  
 Notes: \_\_\_\_\_

Ordering guide example: TULS-16L700-740-G1-R2M-UNV-DMG-0D-TLL-GY3

Prefix	LED module	Color Temperature	Generation	Distribution	Voltage	Dimming controls *
TULS	16L530	730	G1	R3M	UNV	-
TULS TunnelView small	16L350 16L530 16L700 16L1050 16L1200 <sup>†</sup> 32L350 32L530 32L700 32L1050 32L1200 <sup>†</sup>	730 70CRI 3000K 740 70CRI 4000K 827 <sup>†</sup> 80CRI 2700K	G1 Generation 1	<b>Asymmetrical:</b> R2M Type II Medium TW2 <sup>†</sup> Type II Wall Mount DK Type II Short R3M Type III Medium R3W Type III Wide 4 Type IV <b>Symmetrical:</b> 5 Type V (SYMM) SN Narrow <b>Counter beam:</b> CBL* Ceiling	UNV 120-277V HVV 347-480V 120 <sup>†</sup> 120V 208 <sup>†</sup> 208V 240 <sup>†</sup> 240V 277 <sup>†</sup> 277V 347 <sup>†</sup> 347V 480 <sup>†</sup> 480V	DMG* 0-10V Digitally Addressable Lighting Interface DALI* <sup>1</sup> Sensor Ready Driver standard configuration SRD* <sup>1</sup> Sensor Ready Driver alternate configuration
Mounting Bracket	SV	Other Options	SPD2	Finish	BK	
Od <sup>†</sup> Fix 0° N5d Fix -5° N10d Fix -10° N15d Fix -15° P5d Fix +5° P10d Fix +10° P15d Fix +15° SLF <sup>†</sup> Slip Fitter SV Swivel	API Factory installed NEMA label, ANSI C136.15 compliant F1 <sup>2</sup> Single Fuse Holder F2 <sup>2,3*</sup> Double Fuse Holder JB1 Junction Box, 1" NPT entries JB2 Junction Box, 3/4" NPT entries NER Nx Hemera Ready RCM7 <sup>3</sup> Remote install Tool less orientable receptacle with 7 pins SP2 20kV / 10kA Surge Protector (optional) TLRD7 <sup>4,5,6</sup> Receptacle for Twist-lock photocell or shorting cap, 7 pin TLRSR <sup>4</sup> SR receptacle TLL Tool Less Entry Latches VPA Vandal Proof Access	BK Black BR Bronze GY3 Gray				

Accessories (ordered separately, field installed - mounting hardware included, uses dedicated mounting holes - do NOT remove lens)



- BXK Bird spike
- PH8<sup>1,8</sup> Twist-lock Photoelectric Cel, UNV (120-277VAC)
- PH8/347<sup>1,8</sup> Twist-lock Photoelectric Cel, (347VAC)
- PH8/480<sup>1,8</sup> Twist-lock Photoelectric Cel, (480VAC)
- PHXL<sup>1,8</sup> Twist-lock Photoelectric Cel, extended life, UNV (120-277VAC)
- PH9<sup>1,8</sup> Shorting cap

1. Not available with HVU, 347V and 480V.
2. Specific voltage (120, 208, 240, 277, 347 or 480) must be specified with fusing options (F1 or F2).
3. Use of photoelectric cell or shorting cap is required to ensure proper illumination.
4. Select either DALI or DMG or SRD or SRD1 mandatory option.
5. Please note this integrated feature comes standard in this product.
6. Only available with SRD or SRD1 Driver Options.
7. Only available with DMG Driver Options.
8. Only recommended for Ceiling Mount applications.
9. Not available with SRD Driver Options.
10. TLRD7 or RCM7 must be selected for this option.
11. Extended lead-time may apply. Consult factory.
12. Recommended for Wall Mounting.
13. Available with SLF & SV mounting bracket only.
14. Not available with NER option.
15. Not available with JB1 or JB2 options.



## TWPX1 LED

Vandal Resistant LED Wall Luminaire

Catalog Number \_\_\_\_\_  
 Note \_\_\_\_\_  
 Type \_\_\_\_\_

Hit the Tab key or mouse over the page to see all interactive elements.

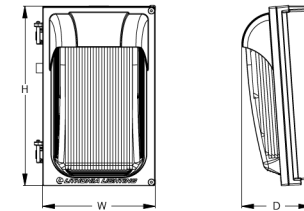
### Introduction

The TWPX LED wall pack family features premium polycarbonate lenses that are designed to make these luminaires tough enough to take real world abuse in applications such as parks and recreation areas, locker rooms, entry ways or any public space that has high-traffic and low mounting height. The TWPX1 LED is energy efficient saving up to 83% in energy costs when replacing a metal halide luminaire.

The Adjustable Light Output (ALO) feature allows the contractor to set the light output during installation, to a level perfectly suited for the job site. The TWPX1 LED ALO luminaires can replace anything from a CFL to 100W metal halide luminaire.

### Specifications

- Depth: 5.0"
- Height: 12.0"
- Width: 7.5"
- Weight: 7 lbs (without options)



### TWPX LED Family Overview

Luminaire	Voltage	Photocell	Lumens (4000K)			
			P1	P2	P3	P4
TWPX1 LED	MVOLT (120-277V)	YES	1,450	2,700	--	--
TWPX2 LED	MVOLT (120-277V), 347V, 480V	YES	3,150	4,250	5,050	6,600
TWPX3 LED	MVOLT (120-277V), 347V	YES	8,400	10,150	12,300	13,200

### Ordering Information

EXAMPLE: TWPX1 LED P2 40K MVOLT PE DDBXD

Series	Package	Color Temperature (80 CRI)	Voltage	Options	Finish
TWPX1 LED	P1 1,450 lumens P2 2,700 lumens ALO 550-2,700 lumens	30K 3000K 40K 4000K 50K 5000K	MVOLT (120-277V)	PE Photocell, Button type	DDBXD Dark bronze DDBLXD Black DWHXD White DNAXD Natural aluminum

### FEATURES & SPECIFICATIONS

**INTENDED USE**  
 The TWPX1 LED is an energy-efficient, low maintenance LED wall pack for replacing up to a 70W HPS or 100W MH fixture, providing the same footprint on the wall. TWPX1 is ideal for lower mounting height applications such as above the door, storage units, and strip malls.

**CONSTRUCTION**  
 Two-piece die-cast aluminum housing to optimize thermal management through conductive and convective cooling. The door is hinged on the side and can be removed for easy installation. The housing is completely sealed against moisture and environmental contaminants (IP65) and is suitable for the hose-down applications.

**FINISH**  
 Exterior painted parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling.

**OPTICS**  
 The advanced optical design uses both reflector and refractor technologies that work together to create superior illumination and further throw, getting the light where it is needed. The UV stabilized polycarbonate refractor is specifically designed to maximize light extraction and create a fully luminous luminaire for a better nighttime look.

**ELECTRICAL**  
 Light engine consists of high-efficacy LEDs mounted to housing to maximize heat dissipation and promote long-life (up to L81/100,000 hours at 25°C). The electronic driver has a power factor of >90%, THD <20%. Luminaire is 0-10V dimmable.

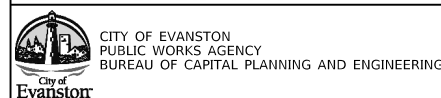
**INSTALLATION**  
 Designed for wall mounting above four feet from the ground. Housing is configured for mounting directly over a standard junction box (by others) or for surface wiring via the 1/2" threaded conduit entry on the top.

**LISTINGS**  
 CSA certified to U.S. and Canadian standards. IP65 rated for outdoor applications. Rated for -40°C minimum ambient.

**WARRANTY**  
 5-year limited warranty. Complete warranty terms located at: [www.acuitybrands.com/support/warranty/terms-and-conditions](http://www.acuitybrands.com/support/warranty/terms-and-conditions)

**Note:** Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

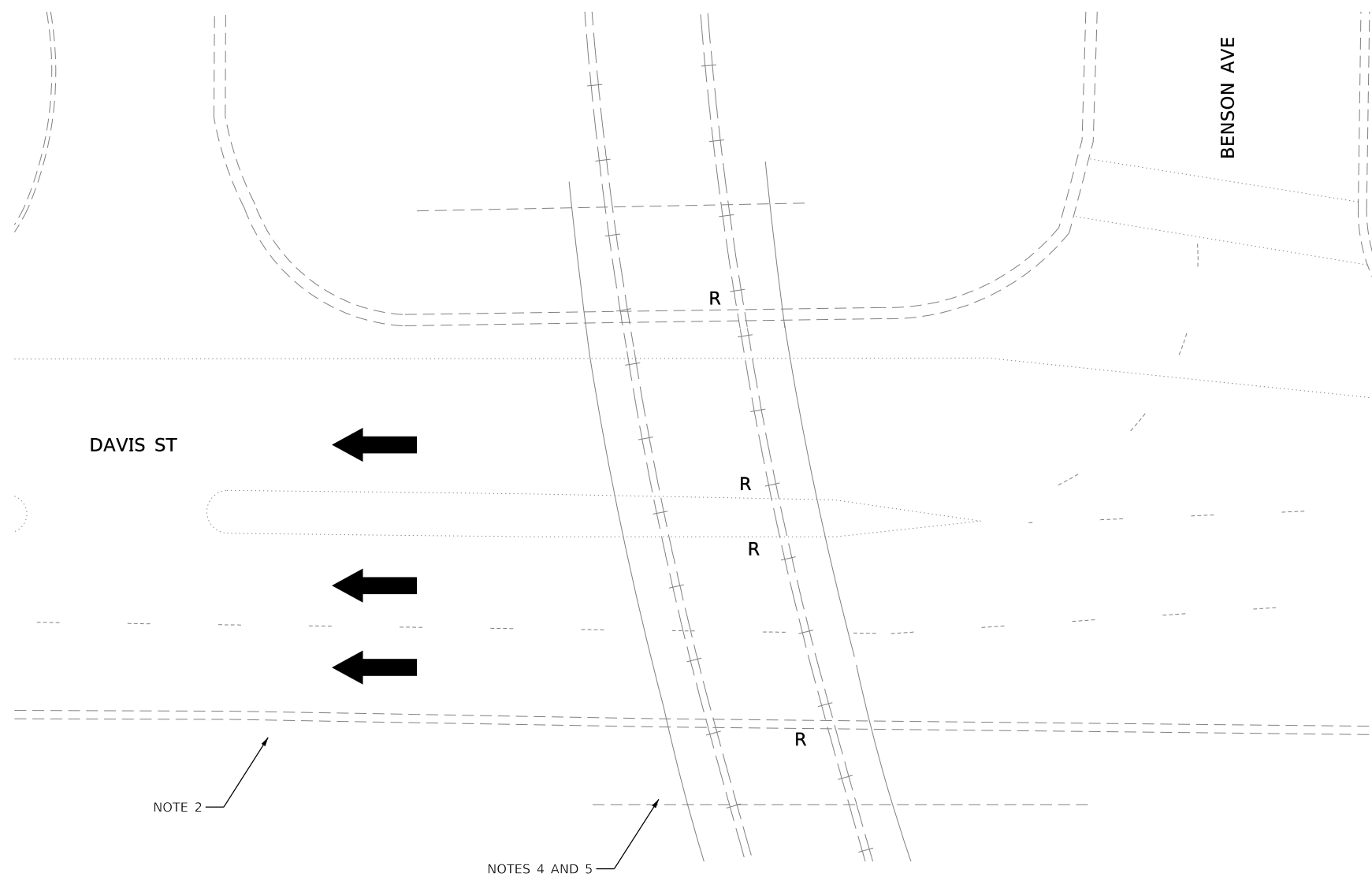
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## PROPOSED LUMINAIRE INFORMATION FOR UNDERPASS LIGHTING

SCALE	PROJECT NUMBER:	ISSUED FOR: CONSTRUCTION	DESIGNED BY: MG	SHEET LT-07
HORIZONTAL	BID NUMBER: 23-56	DATE: 01/02/2024	DRAWN BY: MG	
VERTICAL			CHECKED BY: RP	



**NOTES:**

1. REFER TO SHEET LT-01 FOR ELECTRICAL GENERAL NOTES AND LEGEND.
2. LIGHTING SYSTEM IS CONNECTED FROM EXISTING LIGHTING CONTROLLER LOCATED AT THE SOUTHWEST INTERSECTION OF DAVIS STREET AND MAPLE AVENUE.
3. THE REMOVAL AND REPLACEMENT OF UNDERPASS LUMINAIRES SHALL BE DONE IN A WAY THAT THE UNDERPASS LIGHTING SYSTEM WILL BE OPERATIONAL THROUGHOUT CONSTRUCTION. THIS WORK SHALL BE INCLUDED IN THE PAY ITEM " MAINTENANCE OF LIGHTING SYSTEM".
4. EXISTING JUNCTION BOX TO REMAIN IN PLACE.
5. EXISTING CONDUITS ATTACHED TO STRUCTURE WHICH ARE CONNECTED TO THE EXISTING JUNCTION BOX SHALL BE REMOVED.

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**UNDERPASS LIGHTING REMOVAL PLAN  
DAVIS ST AT CTA VIADUCT**

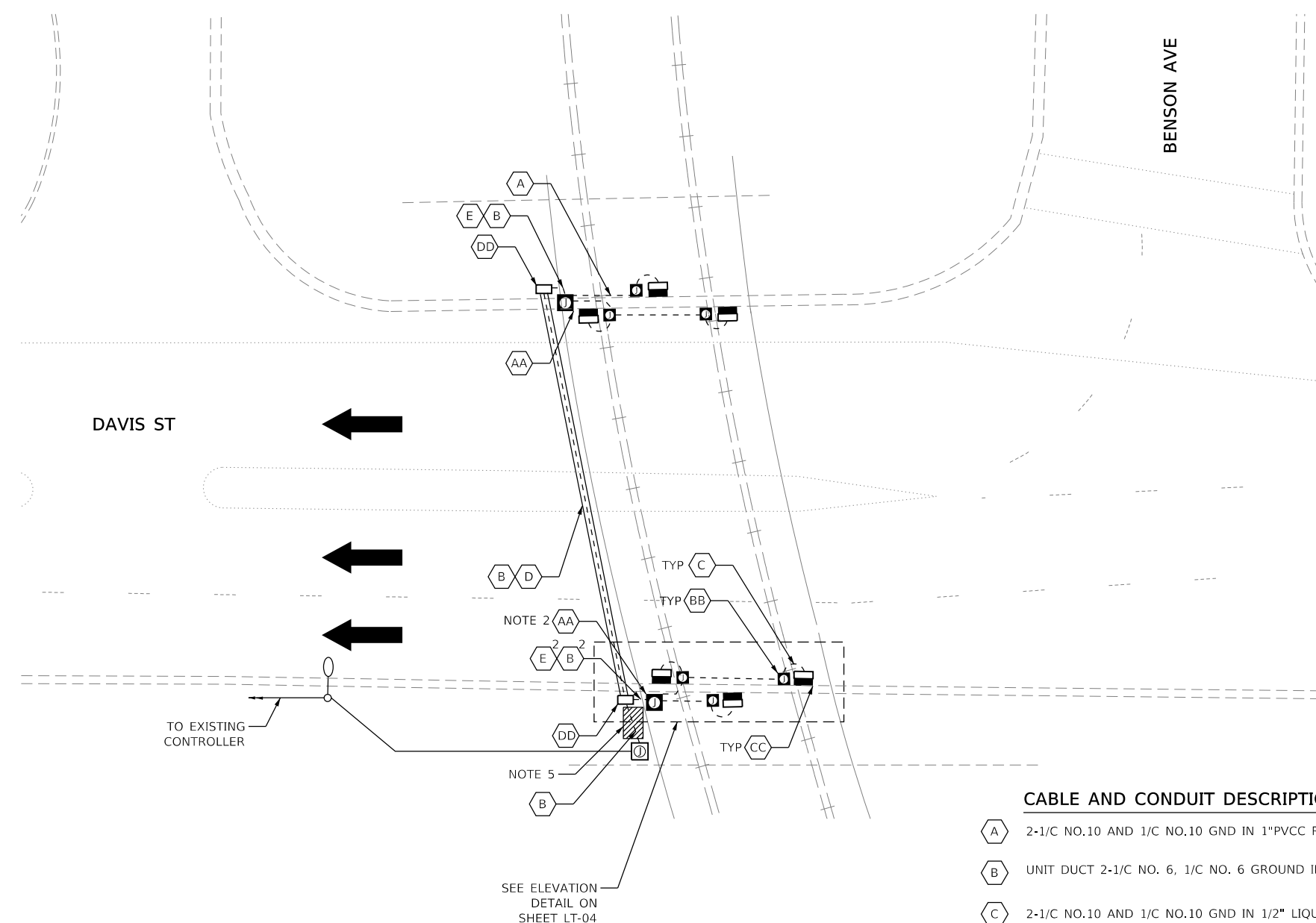
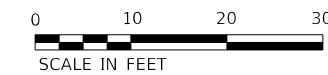
SCALE	
HORIZONTAL	1"=10'
VERTICAL	1"=10'

PROJECT NUMBER:	
BID NUMBER:	23-56

ISSUED FOR:	CONSTRUCTION
DATE:	01/02/2024

DESIGNED BY:	VN
DRAWN BY:	VN
CHECKED BY:	RP

SHEET  
**LT-08**



**NOTES:**

1. REFER TO SHEET LT-01 FOR ELECTRICAL GENERAL NOTES AND LEGEND.
2. INSTALL FUSEHOLDER WITH 30 AMP FUSES INSIDE THE JUNCTION BOX.
3. LIGHTING SYSTEM IS CONNECTED FROM EXISTING LIGHTING CONTROLLER LOCATED AT THE SOUTHWEST INTERSECTION OF DAVIS STREET AND MAPLE AVENUE.
4. THE REMOVAL AND REPLACEMENT OF UNDERPASS LUMINAIRES SHALL BE DONE IN A WAY THAT THE UNDERPASS LIGHTING SYSTEM WILL BE OPERATIONAL THROUGHOUT CONSTRUCTION. THIS WORK SHALL BE INCLUDED IN THE PAY ITEM " MAINTENANCE OF LIGHTING SYSTEM".
5. CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE DAMAGED SIDEWALK IN KIND DUE TO INSTALLATION OF UNIT DUCT. THE ENTIRE SIDEWALK SQUARE OR SQUARES SHALL BE REPLACED WITH NEW SIDEWALK. THICKNESS OF SIDEWALK SHALL MATCH EXISTING OR AS DIRECTED BY ENGINEER. SIDEWALK MATERIALS AND INSTALLATION SHALL BE AS PER IDOT SSRBC SECTION 424. THIS WORK SHALL BE INCLUDED IN THE COST OF "UNIT DUCT, 600V, 2-1C NO.6, 1/C NO.6 GROUND, (XLP-TYPE USE), 1 1/4" DIA. POLYETHYLENE".
6. WALL MOUNTED UNDERPASS LUMINAIRES SHALL BE MOUNTED AT 10.5' MIN. FROM THE GROUND.
7. UNDERPASS LUMINAIRES SHALL BE MOUNTED TO THE WALL AND AVOID EXISTING METAL SHORING.

**CABLE AND CONDUIT DESCRIPTION**

- (A) 2-1/C NO.10 AND 1/C NO.10 GND IN 1"PVCC RGC ATTACHED TO STRUCTURE
- (B) UNIT DUCT 2-1/C NO. 6, 1/C NO. 6 GROUND IN 1" DIA. POLYETHYLENE
- (C) 2-1/C NO.10 AND 1/C NO.10 GND IN 1/2" LIQUID-TIGHT FLEXIBLE CONDUIT
- (D) 3" DIA. UNDERGROUND CONDUIT, PVC.
- (E) 2" DIA. PVC COATED RGC

**KEY NOTES**

- (AA) STAINLESS STEEL JUNCTION BOX ATTACHED TO STRUCTURE, 18"X12"X6"
- (BB) STAINLESS STEEL JUNCTION BOX ATTACHED TO STRUCTURE, 6"X6"X4"
- (CC) WALL MOUNTED UNDERPASS LUMINAIRES (240V) (LITHONIA TWPX1 LED-P2-30K-MVOLT-DBLXD)
- (DD) QUAZITE BOX, 13" X 24"

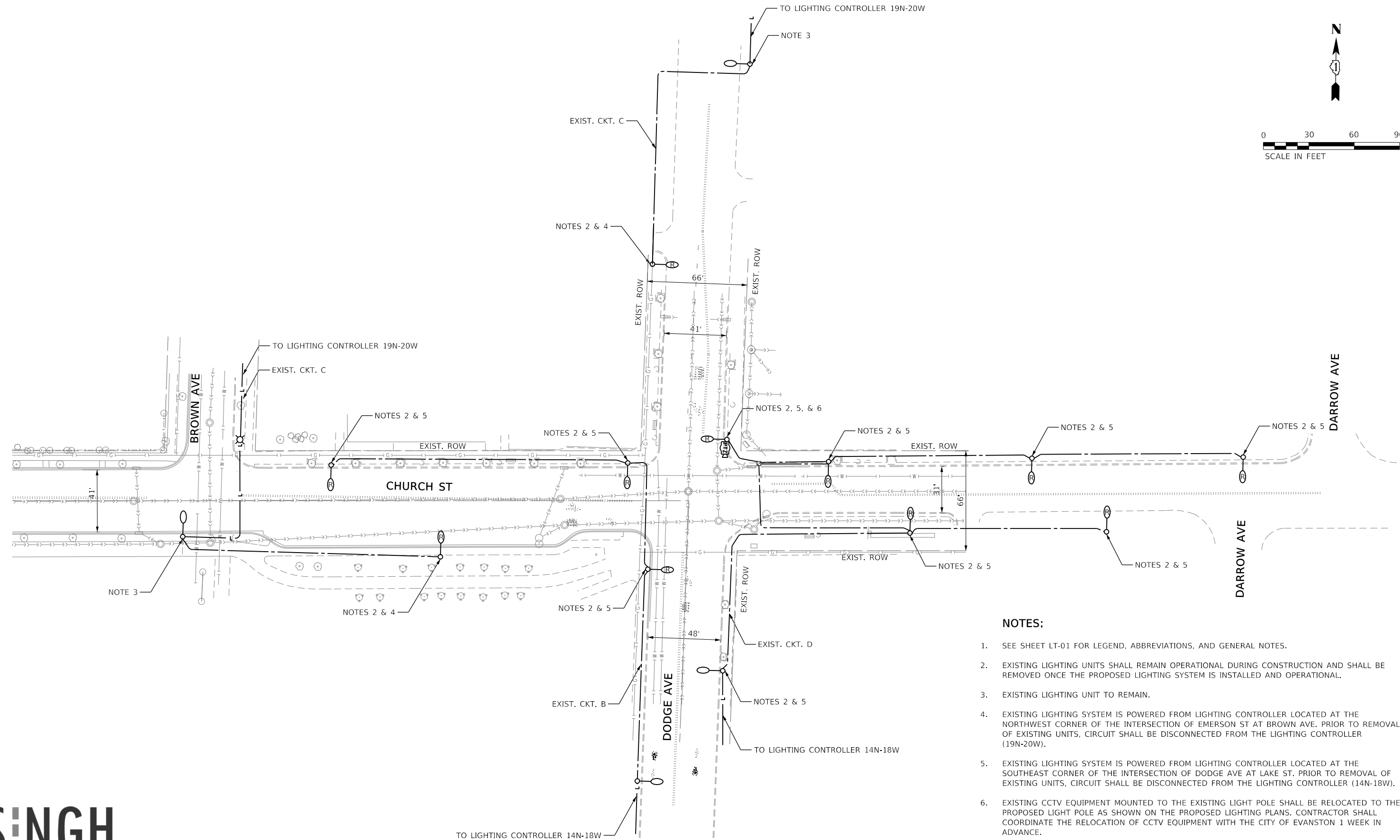
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CITY OF EVANSTON  
PUBLIC WORKS AGENCY  
BUREAU OF CAPITAL PLANNING AND ENGINEERING

DATE	NO.	REVISION
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**PROPOSED UNDERPASS LIGHTING PLAN  
DAVIS ST AT CTA VIADUCT**

SCALE	PROJECT NUMBER:	ISSUED FOR: CONSTRUCTION	DESIGNED BY: VN	SHEET <b>LT-09</b>
HORIZONTAL 1"=10'	BID NUMBER: 23-56	DATE: 01/02/2024	DRAWN BY: VN	
VERTICAL 1"=10'			CHECKED BY: RP	



**NOTES:**

1. SEE SHEET LT-01 FOR LEGEND, ABBREVIATIONS, AND GENERAL NOTES.
2. EXISTING LIGHTING UNITS SHALL REMAIN OPERATIONAL DURING CONSTRUCTION AND SHALL BE REMOVED ONCE THE PROPOSED LIGHTING SYSTEM IS INSTALLED AND OPERATIONAL.
3. EXISTING LIGHTING UNIT TO REMAIN.
4. EXISTING LIGHTING SYSTEM IS POWERED FROM LIGHTING CONTROLLER LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF EMERSON ST AT BROWN AVE. PRIOR TO REMOVAL OF EXISTING UNITS, CIRCUIT SHALL BE DISCONNECTED FROM THE LIGHTING CONTROLLER (19N-20W).
5. EXISTING LIGHTING SYSTEM IS POWERED FROM LIGHTING CONTROLLER LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF DODGE AVE AT LAKE ST. PRIOR TO REMOVAL OF EXISTING UNITS, CIRCUIT SHALL BE DISCONNECTED FROM THE LIGHTING CONTROLLER (14N-18W).
6. EXISTING CCTV EQUIPMENT MOUNTED TO THE EXISTING LIGHT POLE SHALL BE RELOCATED TO THE PROPOSED LIGHT POLE AS SHOWN ON THE PROPOSED LIGHTING PLANS. CONTRACTOR SHALL COORDINATE THE RELOCATION OF CCTV EQUIPMENT WITH THE CITY OF EVANSTON 1 WEEK IN ADVANCE.

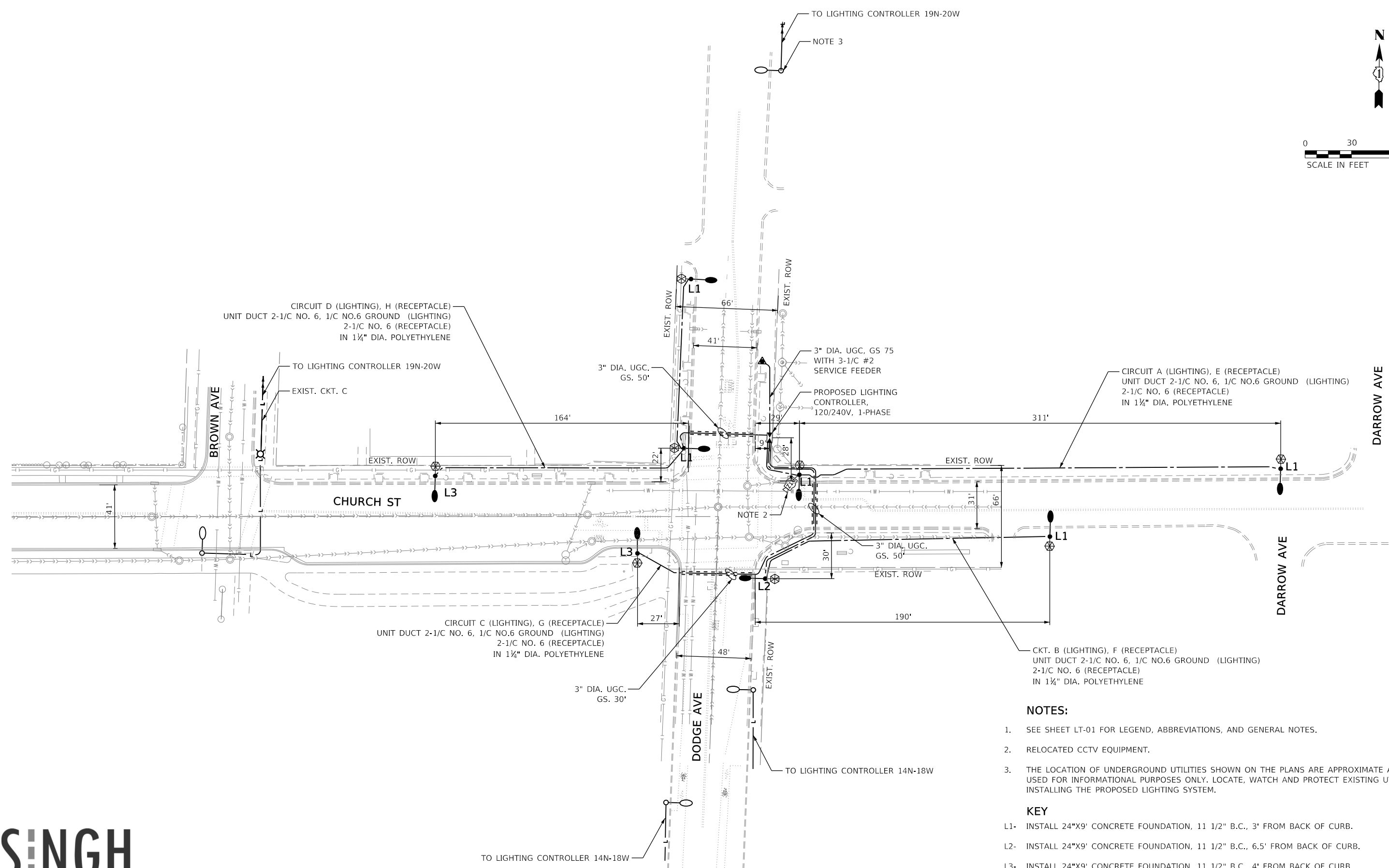
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BUREAU OF CAPITAL PLANNING AND ENGINEERING

DATE	NO.	REVISION
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**LIGHTING REMOVAL PLAN**  
**CHURCH STREET AT DODGE AVENUE**

SCALE	PROJECT NUMBER:	ISSUED FOR: CONSTRUCTION	DESIGNED BY: MG	SHEET
HORIZONTAL	BID NUMBER: 23-56	DATE: 01/02/2024	DRAWN BY: VN	LT-10
VERTICAL			CHECKED BY: RP	



**NOTES:**

1. SEE SHEET LT-01 FOR LEGEND, ABBREVIATIONS, AND GENERAL NOTES.
2. RELOCATED CCTV EQUIPMENT.
3. THE LOCATION OF UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND TO BE USED FOR INFORMATIONAL PURPOSES ONLY. LOCATE, WATCH AND PROTECT EXISTING UTILITIES WHEN INSTALLING THE PROPOSED LIGHTING SYSTEM.

**KEY**

- L1- INSTALL 24"X9' CONCRETE FOUNDATION, 11 1/2" B.C., 3' FROM BACK OF CURB.
- L2- INSTALL 24"X9' CONCRETE FOUNDATION, 11 1/2" B.C., 6.5' FROM BACK OF CURB.
- L3- INSTALL 24"X9' CONCRETE FOUNDATION, 11 1/2" B.C., 4' FROM BACK OF CURB.

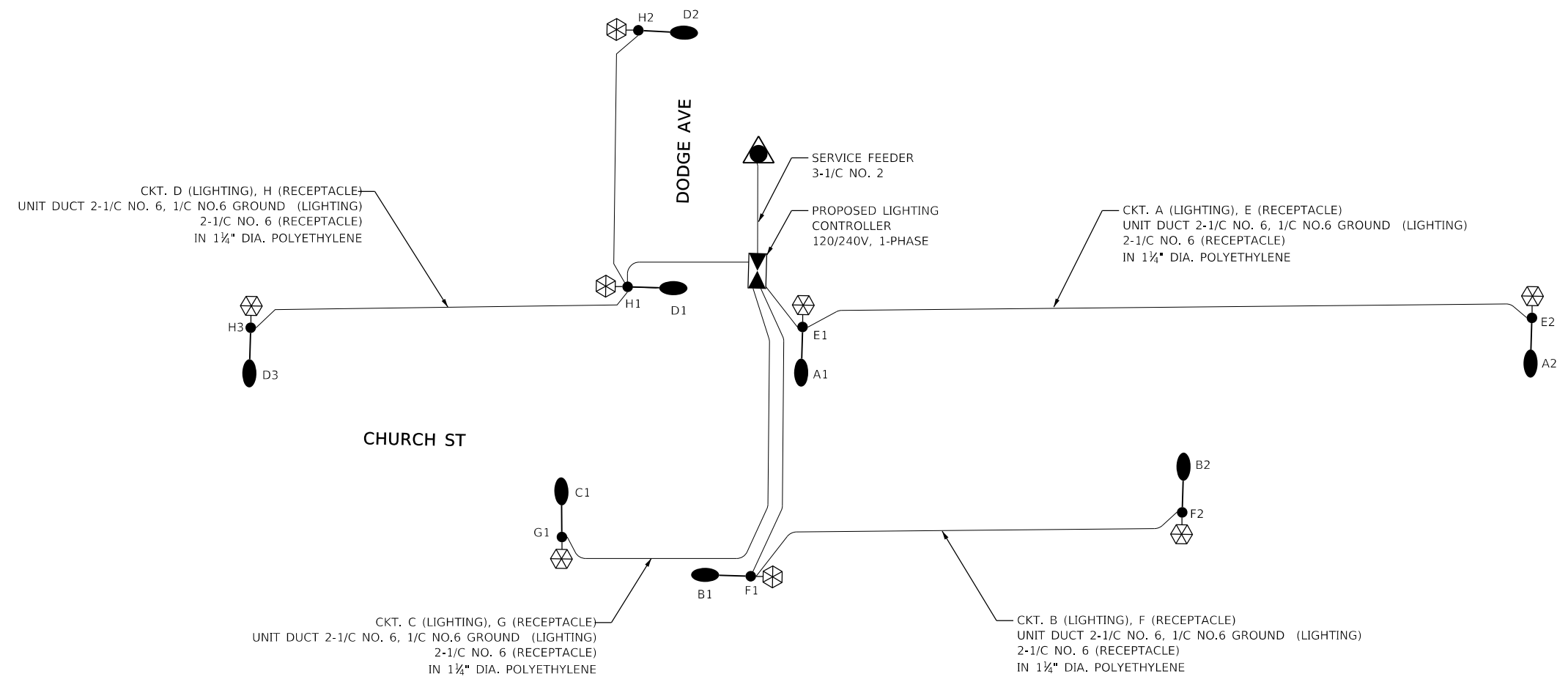
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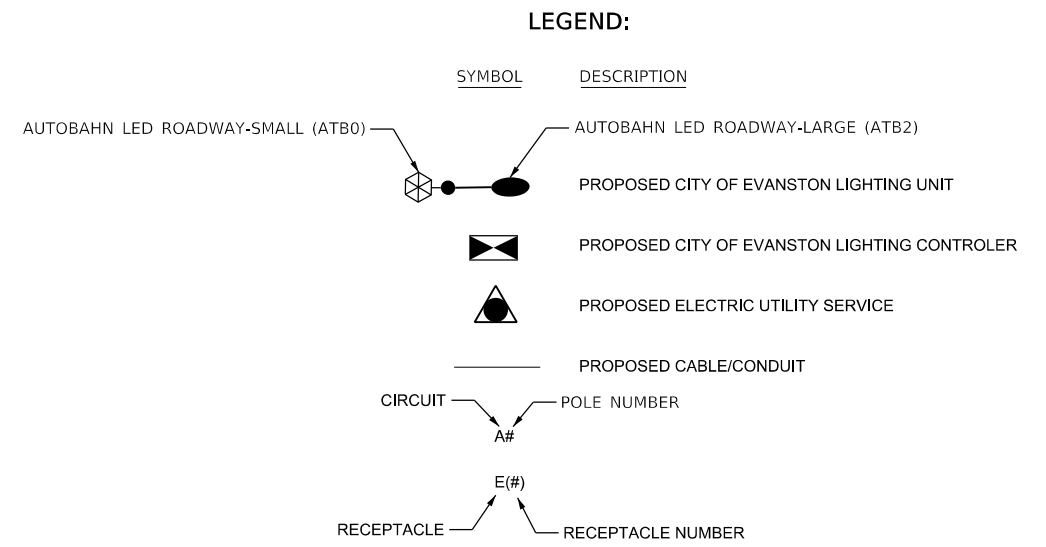
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**LIGHTING PROPOSED PLAN  
CHURCH STREET AT DODGE AVENUE**

SCALE	PROJECT NUMBER:	ISSUED FOR: CONSTRUCTION	DESIGNED BY: MG	SHEET
HORIZONTAL	BID NUMBER: 23-56	DATE: 01/02/2024	DRAWN BY: VN	LT-11
VERTICAL			CHECKED BY: RP	



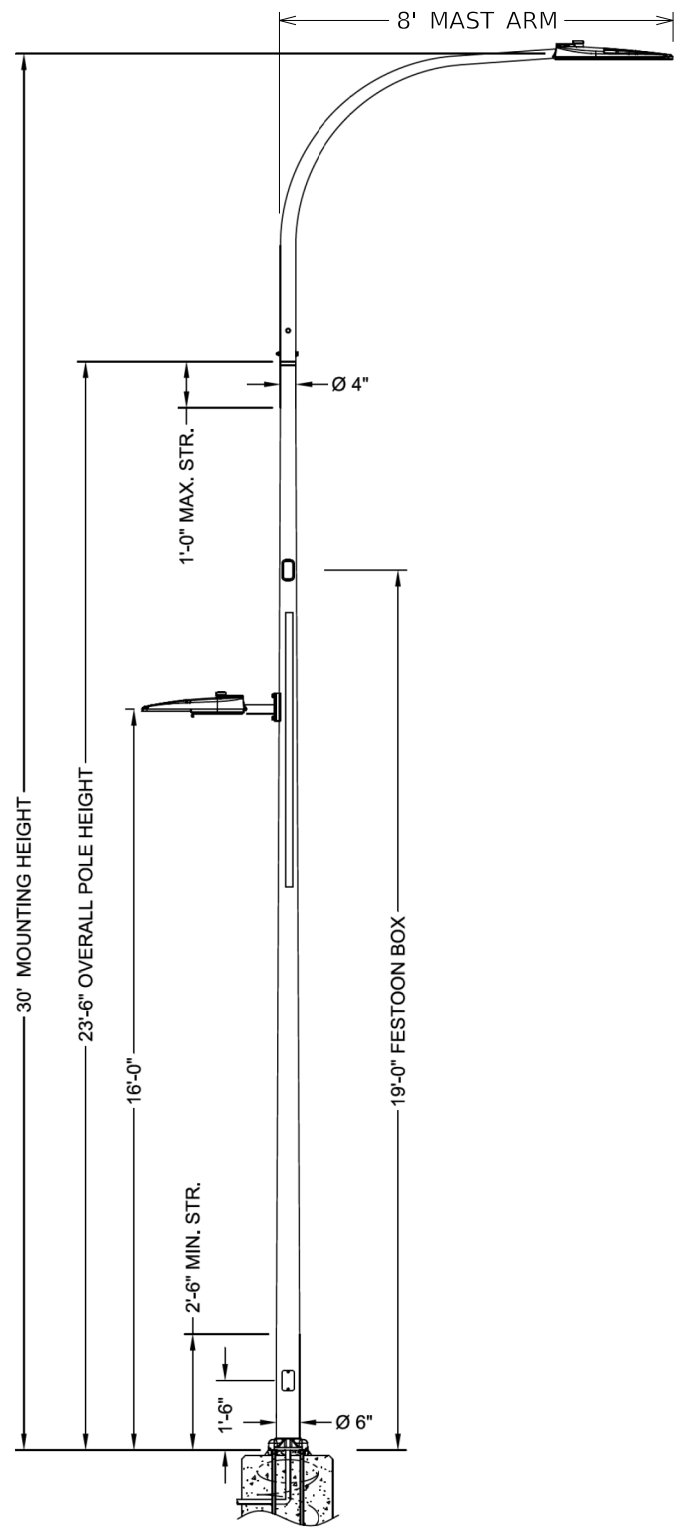
LIGHTING CONTROLLER CIRCUIT LOADS						
CABLE COLORS	Circuit ID	173W/36W ROADWAY	FESTOON RECEPTACLE		TOTAL CIRCUIT LOAD	
		QTY (WATT)	QTY	LOAD/RECT (WATT)	WATT	AMPS (VOLT)
RED, BLACK	A	2-173W 2-36W			418 W	1.74 A (240V)
RED, BLACK	B	2-173W 2-36W			418 W	1.74 A (240V)
RED, BLACK	C	1-173W 1-36W			209 W	0.87 A (240V)
RED, BLACK	D	3-173W 3-36W			627 W	2.6 A (240V)
BLUE	E		2	180W	360W	3 A (120V)
ORANGE	F		2	180W	360W	3 A (120V)
ORANGE	G		1	180W	180W	1.5 A (120V)
BLUE	H		3	180W	540 W	4.5 A(120V)
	TOTAL	8-173W 8-36W	8	N/A	3112 W	18.95 A (240V)



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DATE	NO.	REVISION
	4	
	3	
	2	
	1	

**LIGHTING CONTROLLER WIRING DIAGRAM  
CHURCH STREET AT DODGE AVENUE**



## Round Tapered Pole

Aluminum, Davit Arm, Vibration Dampener  
Side Mount Bracket @270°

Festoon Box  
Finish: Black  
Anchor Bolts

### Autobahn LED Roadway - Large (ATB2)

60B Chips, 850mA Driver  
Multi-Volt (120-277V)

Roadway Type III

Finish-Black  
NEMA Label

Shorting Cap

### Autobahn LED Roadway - Small (ATB0)

20B Chips, 525mA Driver  
Multi-Volt (120-277V)

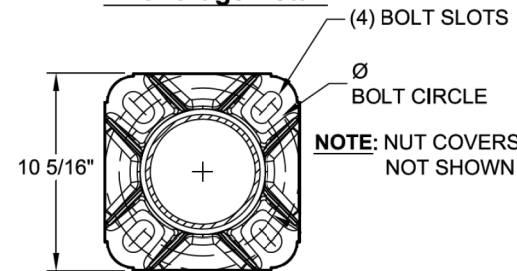
Roadway Type II

Finish-Black, Terminal Block (Standard)

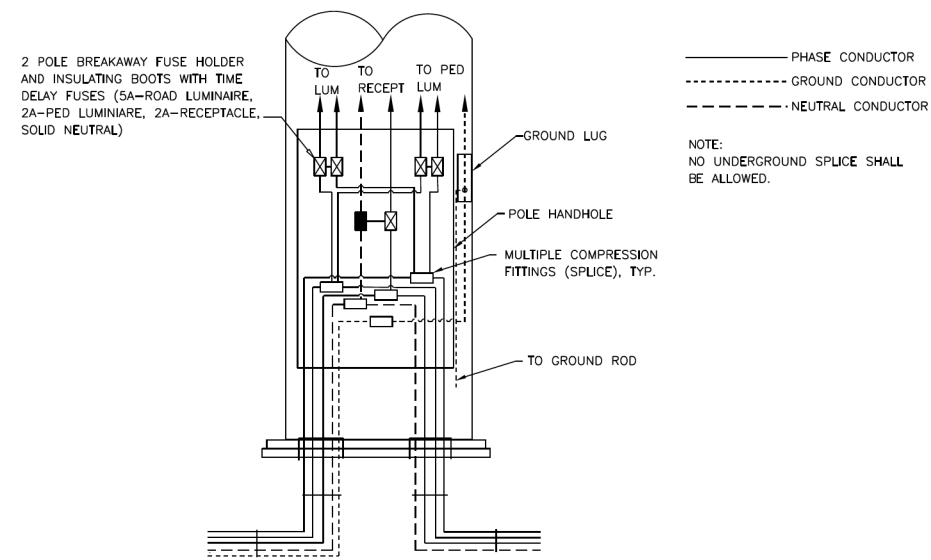
3 Pin NEMA Photocontrol Receptacle (Standard)

Shorting Cap

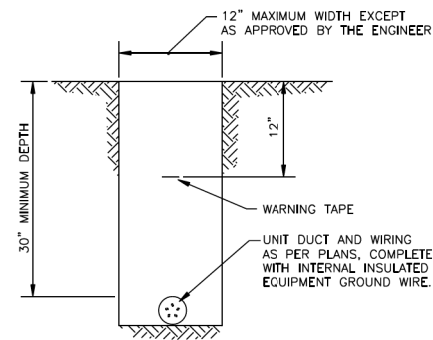
### Anchorage Detail



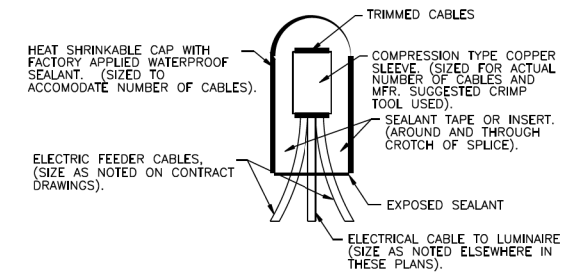
DETAIL B



POLE HANDHOLE WIRING DETAIL  
NO SCALE



TYPICAL WIRING IN TRENCH DETAIL  
NO SCALE



SPlicing ELECTRICAL Cables  
BASIC MATERIALS AND METHODS  
NO SCALE

#### LIGHTING NOTES:

- FIELD ADJUSTMENT OF LIGHTING UNIT LOCATIONS TO AVOID CONFLICTS MUST BE APPROVED BY THE ENGINEER. OFFSET FOUNDATIONS HAVE BEEN INCLUDED FOR POTENTIAL UTILITY CONFLICTS.
- CARE IS TO BE TAKEN AS NOT TO DAMAGE ANY OF THE EXISTING CONDUITS, DETECTORS AND EQUIPMENT. IF ANY OF THE CONDUIT AND/OR EQUIPMENT IS DAMAGED THE CONTRACTOR SHALL REPAIR AND/OR REPLACE THE CONDUIT AND/OR EQUIPMENT AT NO COST TO THE COUNTY OR THE VILLAGE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ESTABLISHMENT OF FINISHED GRADE. THE RESIDENT ENGINEER MAY ASSIST THE CONTRACTOR, AS APPLICABLE, BUT THE RESPONSIBILITY FOR COORDINATING THE FINISHED GRADE ELEVATION WITH THE TOP OF FOUNDATION HEIGHTS AND THE LIGHT SHALL REMAIN WITH THE CONTRACTOR.
- ALL DISTURBED AREAS WHERE RESTORATION IS NOT COVERED BY APPLICABLE SECTIONS OF THE SPECIAL PROVISIONS MUST BE RESTORED TO THE SATISFACTION OF THE ENGINEER. THE WORK MUST BE CONSIDERED INCIDENTAL TO THE CONTRACT. SEPARATE PAYMENT WILL NOT BE MADE.
- THE CONTRACTOR SHALL MAKE SPECIAL NOTE OF THE REQUIREMENTS FOR WIRE MARKERS AND SHALL TAG ALL WIRE ACCORDINGLY.
- EQUIPMENT GROUND CONDUCTORS SHALL BE SPliced AND/OR BONDED AT EACH LIGHT POLE.
- CONDUIT AND UNIT DUCT MUST BE POSITIONED IN THE FIELD TO AVOID CONFLICT WITH TREES, BUSHES, DRAINS AND OTHER UTILITIES AND LANDSCAPING.
- NO UNDERGROUND SPlices OR SPlices IN HANDHOLES ARE PERMITTED. ELECTRIC HANDHOLES ARE FOR THE PURPOSE OF PULLING CABLES ONLY.
- LIGHTING UNIT SHALL BE SETBACK 7 FEET FROM FACE OF CURB TO CENTER OF POLE FOUNDATION OR AS NOTED ON THE PLANS.
- THE CONTRACTOR SHALL MAKE SPECIAL NOTE OF THE REQUIREMENTS FOR GROUNDING. GROUNDING CONNECTIONS AT THE FOUNDATION SHALL BE EXOTHERMICALLY WELDED, AS SPECIFIED, AND SHALL BE INSPECTED AND APPROVED BY THE ENGINEER PRIOR TO BACKFILLING.
- THE CONTRACTOR SHALL MAKE SPECIAL NOTE OF THE REQUIREMENTS FOR BURIED WARNING TAPE, SPECIFIED AS PART OF "UNDERGROUND RACEWAYS". THE INSTALLATION OF THE TAPE SHALL BE INSPECTED AND APPROVED BY THE ENGINEER PRIOR TO BACKFILLING.
- NO POLES SHALL BE ERECTED UNTIL THE RESPECTIVE FOUNDATIONS HAVE CURED, AS APPROVED BY THE ENGINEER.
- ALL CONDUITS UNDER ROADWAYS AND DRIVEWAYS IN TRENCHES SHALL BE INSTALLED BEFORE PAVEMENT IS PLACED. CONDUIT LENGTHS ARE APPROXIMATE. CONTRACTOR TO VERIFY THE ACTUAL LENGTH REQUIREMENTS IN THE FIELD.

PROPOSED CITY OF EVANSTON LIGHTING UNIT

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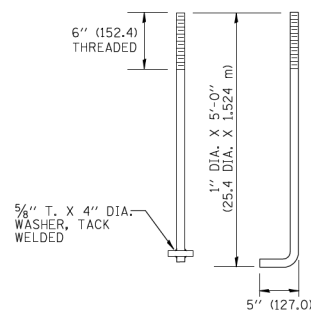
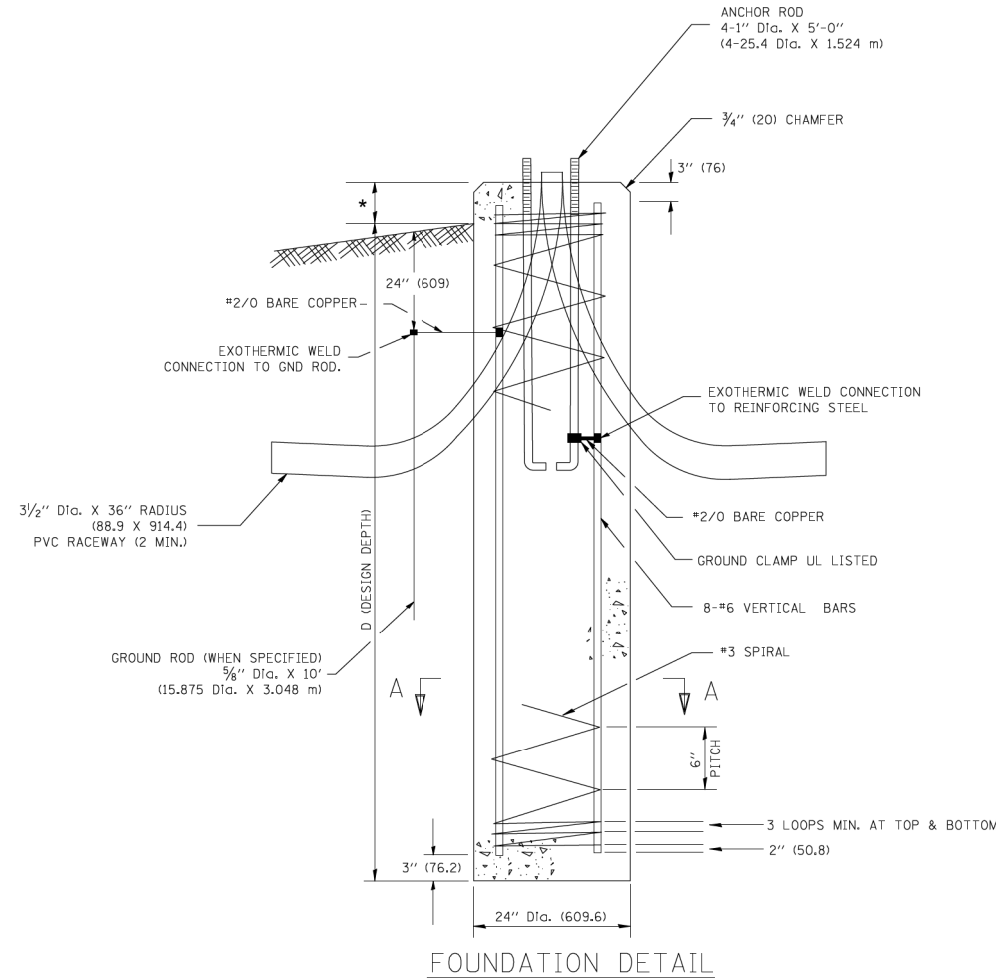
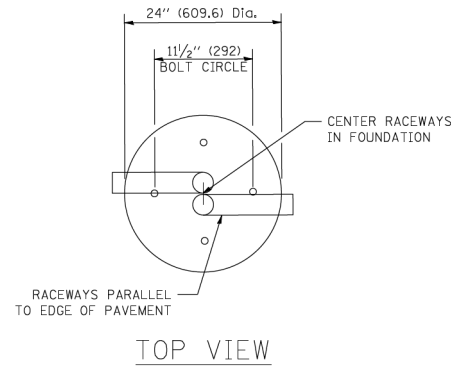
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## ROADWAY LIGHTING DETAILS CHURCH STREET AT DODGE AVENUE

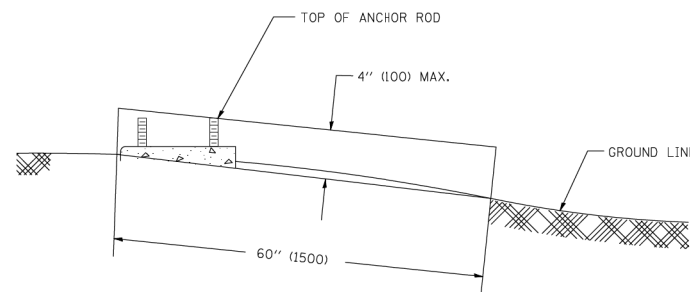
SCALE	PROJECT NUMBER:	ISSUED FOR: CONSTRUCTION	DESIGNED BY: MG	SHEET LT-13
HORIZONTAL	BID NUMBER: 23-56	DATE: 01/02/2024	DRAWN BY: VN	
VERTICAL			CHECKED BY: RP	

LIGHT POLE FOUNDATION DEPTH TABLE  
30 FT. (9.144 m) TO 35 FT. (10.668 m) MOUNTING HEIGHT

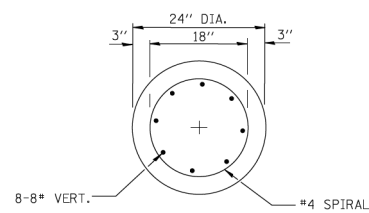
SOIL CONDITIONS	DESIGN DEPTH "D" OF FOUNDATION
	SINGLE ARM POLE
MEDIUM CLAY Qu = 0.75 TON/SQ.FT	9'-0" (2.74 m)



ANCHOR BOLT DETAIL



FOUNDATION EXTENSION DETAIL



NOTES

- ALL DIMENSIONS ARE IN INCHES (MILLIMETERS) UNLESS OTHERWISE SHOWN.
- THE ANCHOR RODS AND RACEWAYS SHALL BE PROPERLY SECURED IN PLACE BEFORE THE CONCRETE IS PLACED.
- THE FOUNDATION SHALL NOT PROTRUDE MORE THAN 4 IN. (100 mm) ABOVE THE FINISHED GRADE WITHIN A 60 IN. (1.5 m) CHORD ACROSS THE FOUNDATION, WITH ANCHOR RODS INCLUDED, IN ACCORDANCE WITH AASHTO GUIDELINES. IF THE FOUNDATION HEIGHT, INCLUDING ANCHOR RODS, EXTENDS BEYOND THESE SPECIFIED LIMITS, THE FOUNDATION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE. SEE FOUNDATION EXTENSION DETAIL.
- THE HOLE FOR THE FOUNDATION SHALL BE MADE BY DRILLING WITH AN AUGER, OF THE SAME DIAMETER AS THE FOUNDATION. IF SOIL CONDITIONS REQUIRE THE USE OF A LINER TO FORM THE HOLE, THE LINER SHALL BE WITHDRAWN AS THE CONCRETE IS DEPOSITED.
- THE TOP OF THE FOUNDATION SHALL BE CONSTRUCTED LEVEL. A LINER OR FORM SHALL BE USED TO PRODUCE A UNIFORM SMOOTH SIDE TO THE TOP OF THE FOUNDATION. FOUNDATION TOP SHALL BE CHAMFERED 3/4-IN. (20 mm).
- THE CONCRETE SHALL BE CLASS SI. CONCRETE SHALL CURE ACCORDING TO ARTICLE 1020.13 BEFORE LIGHT POLES ARE INSTALLED.
- THE ANCHOR ROD SHALL BE A HOOK ROD TYPE. COLD BENDING OF THE ANCHOR ROD WILL NOT BE ALLOWED. THE RADIUS OF THE HOOK BEND SHALL NOT BE LESS THAN 4 TIMES THE NOMINAL DIAMETER OF THE ANCHOR ROD. A TACK WELDED ANCHOR ROD MAY BE SUBSTITUTED WITH THE APPROVAL OF THE ENGINEER.
- THE ANCHOR RODS SHALL BE ACCORDING TO ASTM F1554 GRADE 725 (GRADE 105). NUTS SHALL BE HEXAGON NUTS ACCORDING TO ASTM A 194 2H OR ASTM A 563 DH, AND WASHERS SHALL BE ACCORDING TO ASTM F 436.
- ANCHOR RODS, NUTS AND WASHERS SHALL BE COMPLETELY GALVANIZED BY EITHER THE HOT-DIPPED PROCESS CONFORMING WITH AASHTO M 232; THE MECHANICAL PLATING METHOD CONFORMING TO AASHTO M 298, CLASS 50 WITH A MAXIMUM COATING THICKNESS OF 150 UM(6 MILS) OR THE ELECTROLYTIC PROCESS ACCORDING TO ASTM F 1136.
- THE ANCHOR RODS SHALL BE THREADED A MINIMUM OF 6 INCHES (150 mm) WITH A MINIMUM OF 3 INCHES (75 mm) OF THREADED ANCHOR ROD EMBEDDED IN THE FOUNDATION.
- ANCHOR RODS SHALL PROJECT 2 3/4" (69.9 mm) ABOVE THE TOP OF THE FOUNDATION. IF BREAKAWAY COUPLINGS ARE SPECIFIED, THE CONTRACTOR SHALL CAREFULLY COORDINATE THE ANCHOR ROD PROJECTION WITH THE INSTALLATION REQUIREMENTS OF THE BREAKAWAY COUPLINGS.
- THE CONTRACTOR SHALL USE A #3 SPIRAL AT 6" (152.4 mm) PITCH OR MAY SUBSTITUTE #3 TIES AT 12" (304.8 mm) O.C. WITH THE APPROVAL OF THE ENGINEER.
- THE CABLE TRENCHES AND FOUNDATION SHALL BE BACK FILLED AND COMPACTED AS SPECIFIED BEFORE THE LIGHT POLE IS ERECTED.
- THE RACEWAYS SHALL PROJECT 1" (25.4 mm) ABOVE THE TOP OF THE FOUNDATION.

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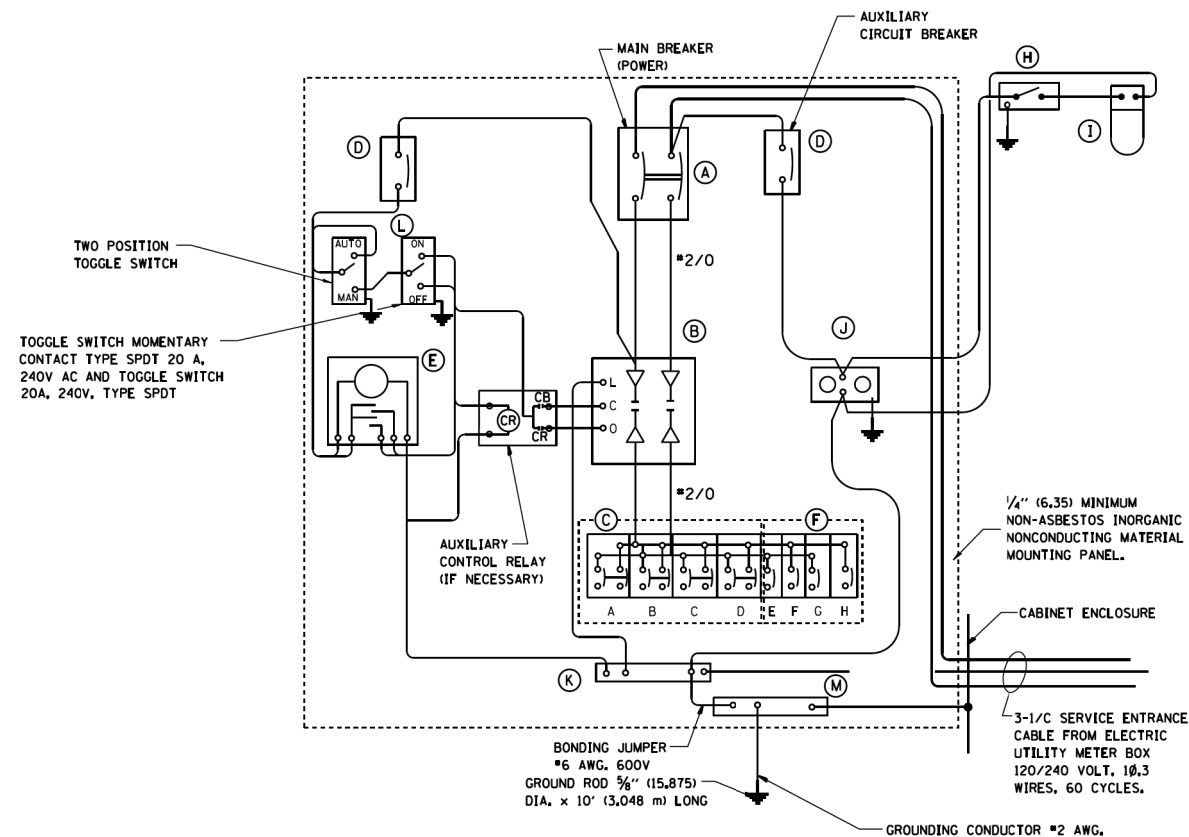
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DATE	NO.	REVISION
	4	
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	1	

**ROADWAY LIGHTING DETAILS**  
**CHURCH STREET AT DODGE AVENUE**

SCALE	PROJECT NUMBER:	ISSUED FOR: CONSTRUCTION	DESIGNED BY: MG	SHEET LT-14
HORIZONTAL	BID NUMBER: 23-56	DATE: 01/02/2024	DRAWN BY: VN	
VERTICAL			CHECKED BY: RP	





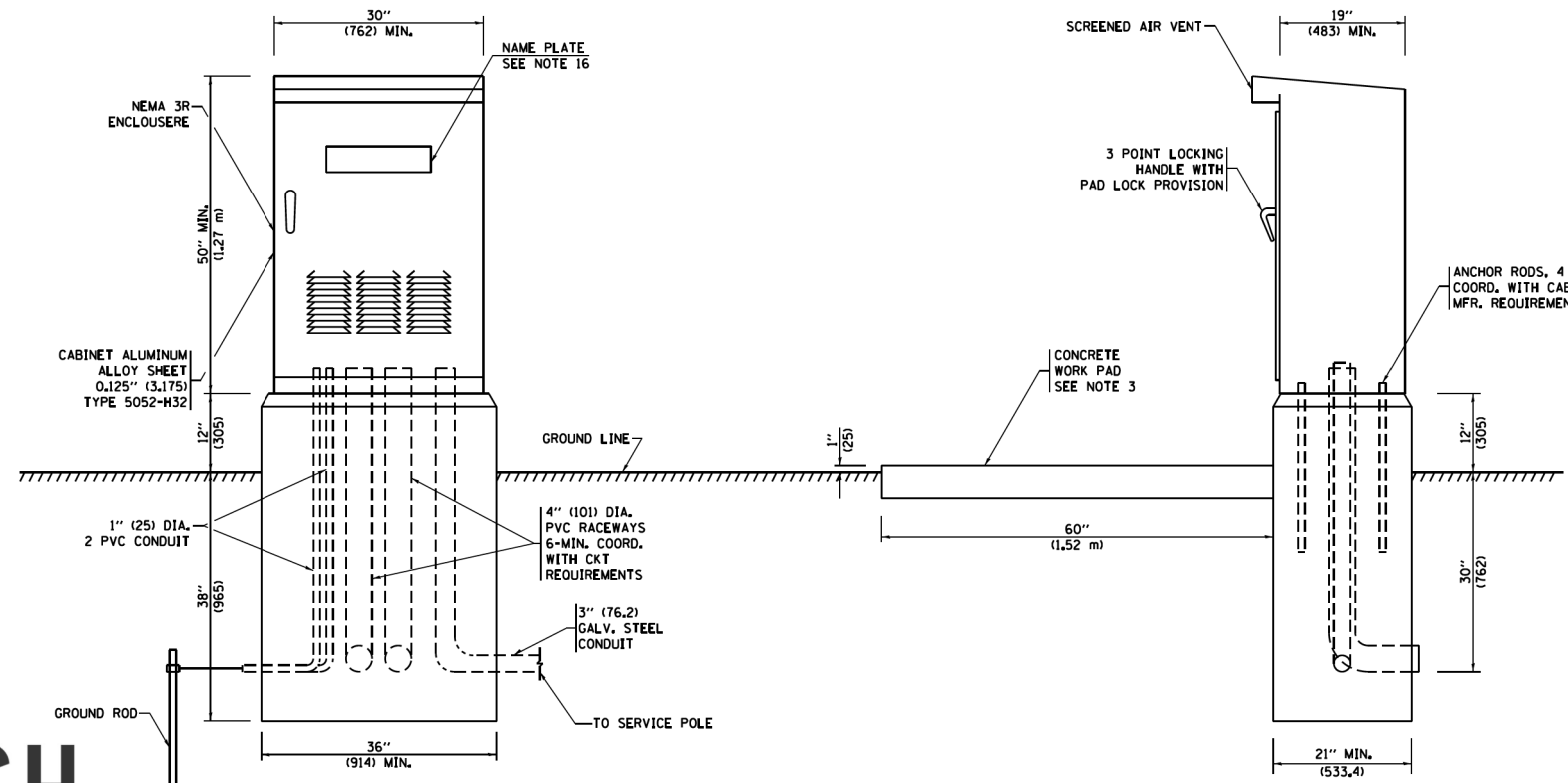
**PANEL WIRING DIAGRAM**

**PANEL EQUIPMENT**

BILL OF MATERIAL		
ITEM	QUANTITY	DESCRIPTION
A	1	MAIN CIRCUIT BREAKER, 2 POLE, 600 VOLT 100 AMP. FRAME, 100 AMP. NON-INTERCHANGEABLE TRIP INTERRUPTING RATING NEMA-22000 AMP. AT 480 VOLT.
B	1	REMOTE CONTROL SWITCH, ELECTRICALLY OPERATED, MECHANICALLY HELD, 2 POLE, SINGLE THROW, 100 AMP., 600 VOLTS CONTROL CIRCUIT 240 VOLT.
C	4	CIRCUIT BREAKERS, 2 POLE, 100AMP. FRAME, 30 AMP. NON-INTERCHANGEABLE TRIP INTERRUPTING RATING NEMA-10,000 AMP. AT 240 V.
D	2	CONTROL CIRCUIT-CIRCUIT BREAKER, 1 POLE, 240 V., 100 AMP. FRAME, 15 AMP. NON-INTERCHANGEABLE TRIP INTERRUPTING RATING NEMA-5000 AMP. AT 240 V.
E	1	ASTRONOMIC MICROPROCESSOR-BASED 2-CHANNEL CONTROLLER [TIME SWITCH].
F	4	CIRCUIT BREAKERS, 1 POLE, 100AMP. FRAME, 20 AMP. NON-INTERCHANGEABLE TRIP INTERRUPTING RATING NEMA-10,000 AMP. AT 120 V.
G	1	NOT USED
H	1	SPST 20A SWITCH ON DOOR, TO TURN LIGHT ON WHEN DOOR IS OPEN.
I	1	INCANDESCENT LIGHTING FIXTURE ENCLOSED AND GASKETED WITH 60 WATT, 120 V. LAMP.
J	1	20 A., 120 V., DUPLEX RECEPTACLE, GFCI.
K	1	COPPER NEUTRAL BUS 1/4" (6.35) X 1" (25.4) X 12" (304.8 mm) LONG MOUNTED ON PANEL WITH LUGS AND 4 SPARE LUGS
L	1	TOGGLE SWITCHES MOUNTED IN 4" (101.6) X 4" (101.6 mm) BOX.
M	1	COPPER GROUND BUS 1/4" (6.35) X 1" (25.4) X 12" (304.8 mm) LONG MOUNTED ON PANEL WITH LUGS AND SPARE LUGS

**NOTES:**

- ALL DIMENSIONS ARE IN INCHES (MILLIMETERS) UNLESS OTHERWISE SHOWN.
- FOUNDATION SIZE SHALL BE COORDINATED WITH CABINET SIZE AND MFR.
- IN FRONT OF CONTROL CABINET DOOR, REMOVE VEGETATION AND 2" (50.8 mm) TOP SOIL. LEVEL THE AREA AND ON TOP, PLACE LENGTH WISE PARALLEL TO CONTROL CABINET, A CONCRETE PAD 36" (914.4 mm) x 60" (18,288 mm) x 4" (101 mm) MIN. SIZE. THE COST OF LABOR AND MATERIALS ARE INCLUDED IN THE COST OF THE CONTROLLER.
- DOOR SHALL BE CONSTRUCTED FROM SAME TYPE OF MATERIAL AND THICKNESS AS CABINET.
- DOOR SHALL BE EQUIPPED WITH THREE POINT LATCHING MECHANISM WITH NYLON ROLLERS AT TOP THE BOTTOM.
- DOOR HINGE SHALL BE A HEAVY GAUGE CONTINUOUS HINGE WITH A 1/4" (6.35 mm) DIA. STAINLESS STEEL HINGE PIN.
- ALL EXTERNAL HARDWARE SHALL BE STAINLESS STEEL.
- CONTROL WIRING TO BE #12 AWG, 600V, TYPE "SIS" GRAY SWITCH BOARD WIRE, STRANDED COPPER.
- CABINETS SHALL NOT BE PAINTED.
- THE HEADS OF CONNECTORS SCREWS SHALL BE PAINTED WHITE FOR NEUTRAL BAR CONNECTION AND GREEN FOR GROUND BAR CONNECTORS.
- ALL WIRING WITHIN THE CABINET SHALL BE COLOR CODED AS INDICATED.  
R = RED      BL = BLUE      W = WHITE  
B = BLACK      Y = YELLOW      G = GREEN
- PROVIDE SEALING GROMMETS FOR ALL OPEN WIRING EXTENDED FROM DEVICES IN BOXES OR CABINETS WITHIN THE CONTROL CABINET.
- ALL WIRING SHALL BE NEATLY DRESSED AND SUPPORTED.
- THE CONTROLLER SHALL BE CONSTRUCTED TO U.L. STD. 508 AND BEAR THE U.L. LABEL "ENCLOSED INDUSTRIAL CONTROL PANEL".
- 12" (304.8) X 16" (406.4 mm) STAINLESS STEEL EXTERIOR NAMEPLATE SHALL BE ENGRAVED TO "LIGHTING" UNLESS OTHERWISE SPECIFIED.



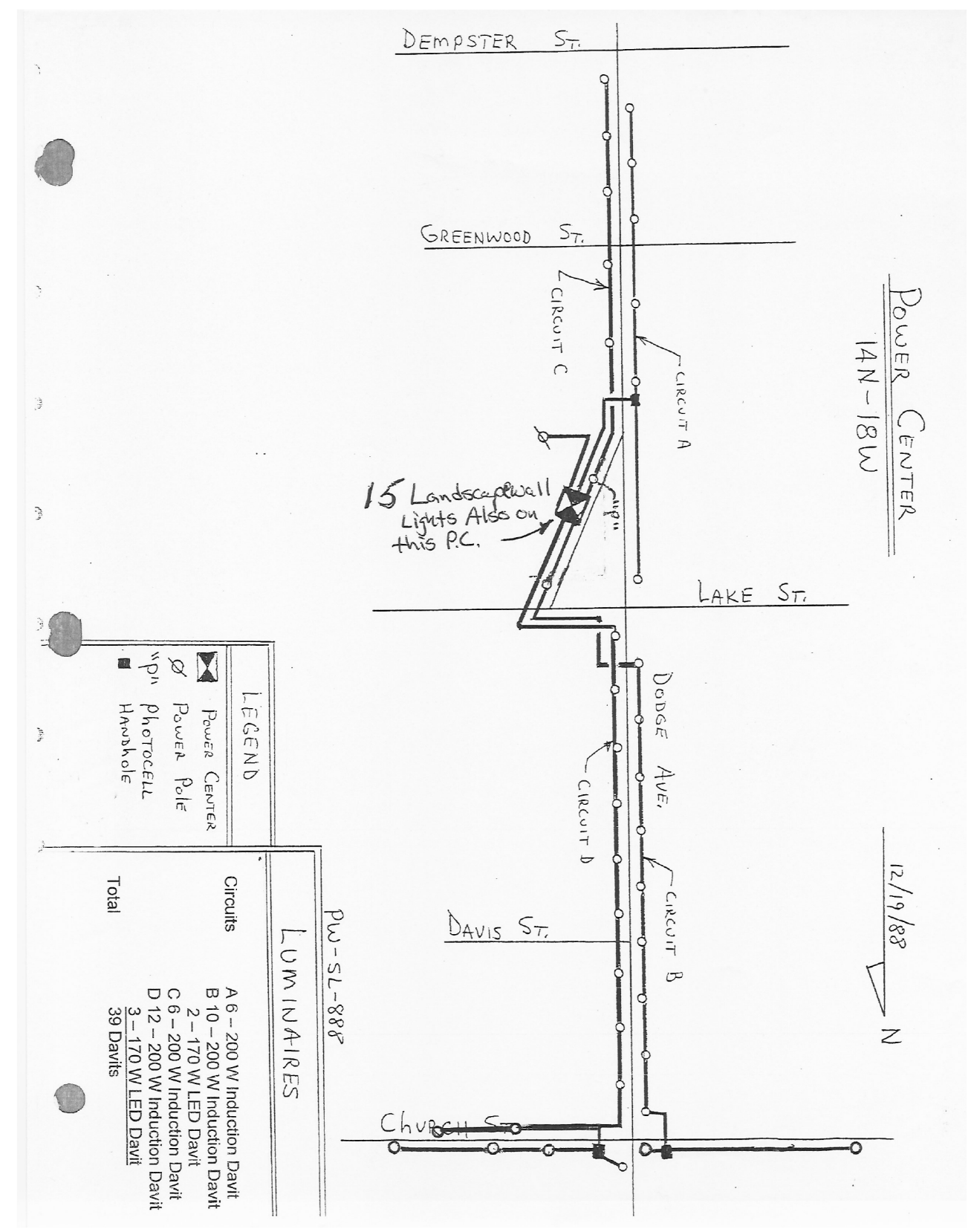
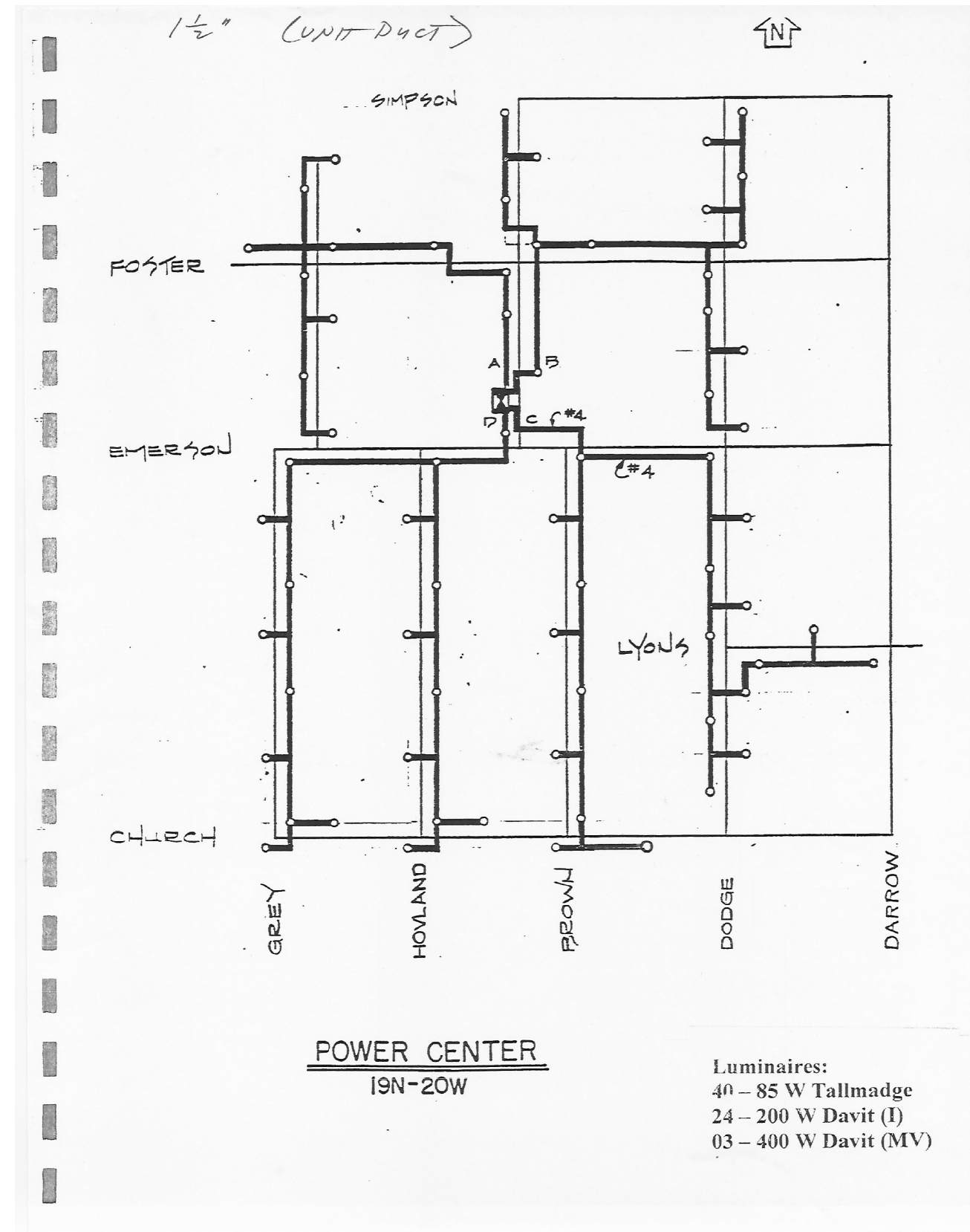
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**ROADWAY LIGHTING DETAILS**  
**CHURCH STREET AT DODGE AVENUE**

SCALE	PROJECT NUMBER:	ISSUED FOR: CONSTRUCTION	DESIGNED BY: MG	SHEET
HORIZONTAL			DRAWN BY: VN	LT-15
VERTICAL	BID NUMBER: 23-56	DATE: 01/02/2024	CHECKED BY: RP	



LEGEND

- ⊠ Power Center
- ⊙ Power Pole
- ⊙ Photocell
- ⊙ Handhole

LUMINAIRES

PW-SL-888

Circuits	A 6 - 200 W Induction Davit
	B 10 - 200 W Induction Davit
	2 - 170 W LED Davit
	C 6 - 200 W Induction Davit
	D 12 - 200 W Induction Davit
	3 - 170 W LED Davit
Total	39 Davits

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	4	
	3	
	2	
	1	

**ROADWAY LIGHTING DETAILS**  
**CHURCH STREET AT DODGE AVENUE**

SCALE	PROJECT NUMBER:	ISSUED FOR: CONSTRUCTION	DESIGNED BY: MG	SHEET LT-16
HORIZONTAL	BID NUMBER: 23-56	DATE: 01/02/2024	DRAWN BY: VN	
VERTICAL			CHECKED BY: RP	

**FOR INFORMATION ONLY**



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

## Autobahn Series ATB0 Roadway Lighting

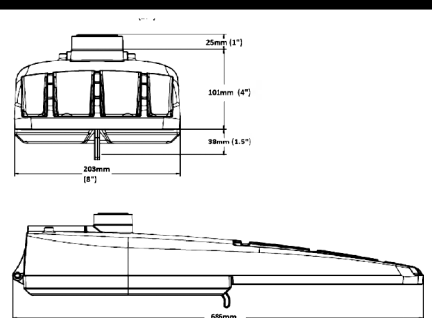
### PRODUCT OVERVIEW



#### Applications:

- Roadways
- Off ramps
- Residential streets
- Parking lots

#### DIMENSIONS



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

#### STANDARDS

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

Color temperatures of ≤ 3000K must be specified for International Dark-Sky Association certification.

Rated for -40°C to 40°C ambient

CSA Certified to U.S. and Canadian standards

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

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

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#### Features:

##### OPTICAL

The Autobahn's new molded silicone optics provide exceptional performance. Silicone optics are superior to other polymeric materials in the areas of; optical efficiency, thermal performance, and reduction in dirt accumulation, all of which can lead to long term lumen degradation and a shift in optical distribution. Also, because silicone allows for the molding of fine details as well as thick sections, it produces the most crisp, clean and well-defined lighting distributions available. Silicone optics paired with modern LED's allow the Autobahn to take full advantage of both technologies.

Same Light: Performance is comparable to 100 - 400W HPS roadway luminaires.

White Light: Correlated color temperature - 4000K, or optional 2700K, 3000K or 5000K, all 70 CRI minimum.

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

##### ELECTRICAL

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

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

Robust Surge Protection: Two different surge protection options provide a minimum of ANSI C136.2 10kV/5kA protection. 20kV/10kA protection is also available.

Luminaire ships with a 0-10v dimmable driver. Luminaire is continuous and step dimming capable via AO option or controls installed on P7 photocontrol receptacle option.

##### MECHANICAL

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

Rugged die-cast aluminum housing and door are polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 7 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117).

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

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

##### CONTROLS

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

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

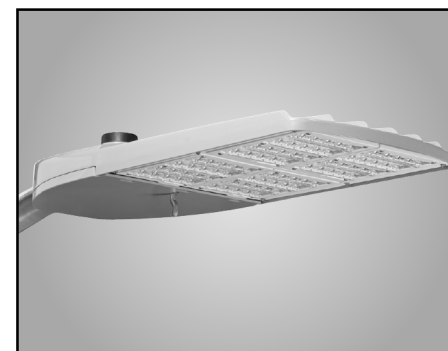
Optional onboard Adjustable Output module allows the light output and input wattage to be modified to meet site specific requirements, and also can allow a single fixture to be flexibly applied in many different applications.



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

## Autobahn Series ATB2 Roadway Lighting

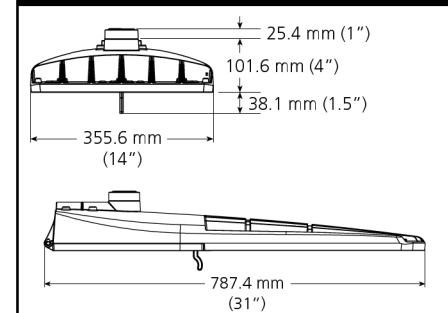
### PRODUCT OVERVIEW



#### Applications:

- Roadways
- Off ramps
- Residential streets
- Parking lots

#### DIMENSIONS



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

#### STANDARDS

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

Color temperatures of ≤ 3000K must be specified for International Dark-Sky Association certification.

Rated for -40°C to 40°C ambient.

CSA Certified to U.S. and Canadian standards

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

Note: Specifications subject to change without notice.

Autobahn Series - AEL\_0109\_ATB2

#### Features:

##### OPTICAL

The Autobahn's new molded silicone optics provide exceptional performance. Silicone optics are superior to other polymeric materials in the areas of; optical efficiency, thermal performance, and reduction in dirt accumulation, all of which can lead to long term lumen degradation and a shift in optical distribution. Also, because silicone allows for the molding of fine details as well as thick sections, it produces the most crisp, clean and well-defined lighting distributions available. Silicone optics paired with modern LED's allow the Autobahn to take full advantage of both technologies.

Same Light: Performance is comparable to 400-1000W HPS roadway luminaires.

White Light: Correlated color temperature - 4000K, or optional 2700K, 3000K or 5000K, all 70 CRI minimum.

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

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

##### ELECTRICAL

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

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

Robust Surge Protection: Two different surge protection options provide a minimum of ANSI C136.2 10kV/5kA protection. 20kV/10kA protection is also available.

Luminaire ships with a 0-10v dimmable driver. Luminaire is continuous and step dimming capable via AO option or controls installed on P7 photocontrol receptacle option.

##### MECHANICAL

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

Rugged die-cast aluminum housing is polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 7 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117).

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

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

##### CONTROLS

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

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

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



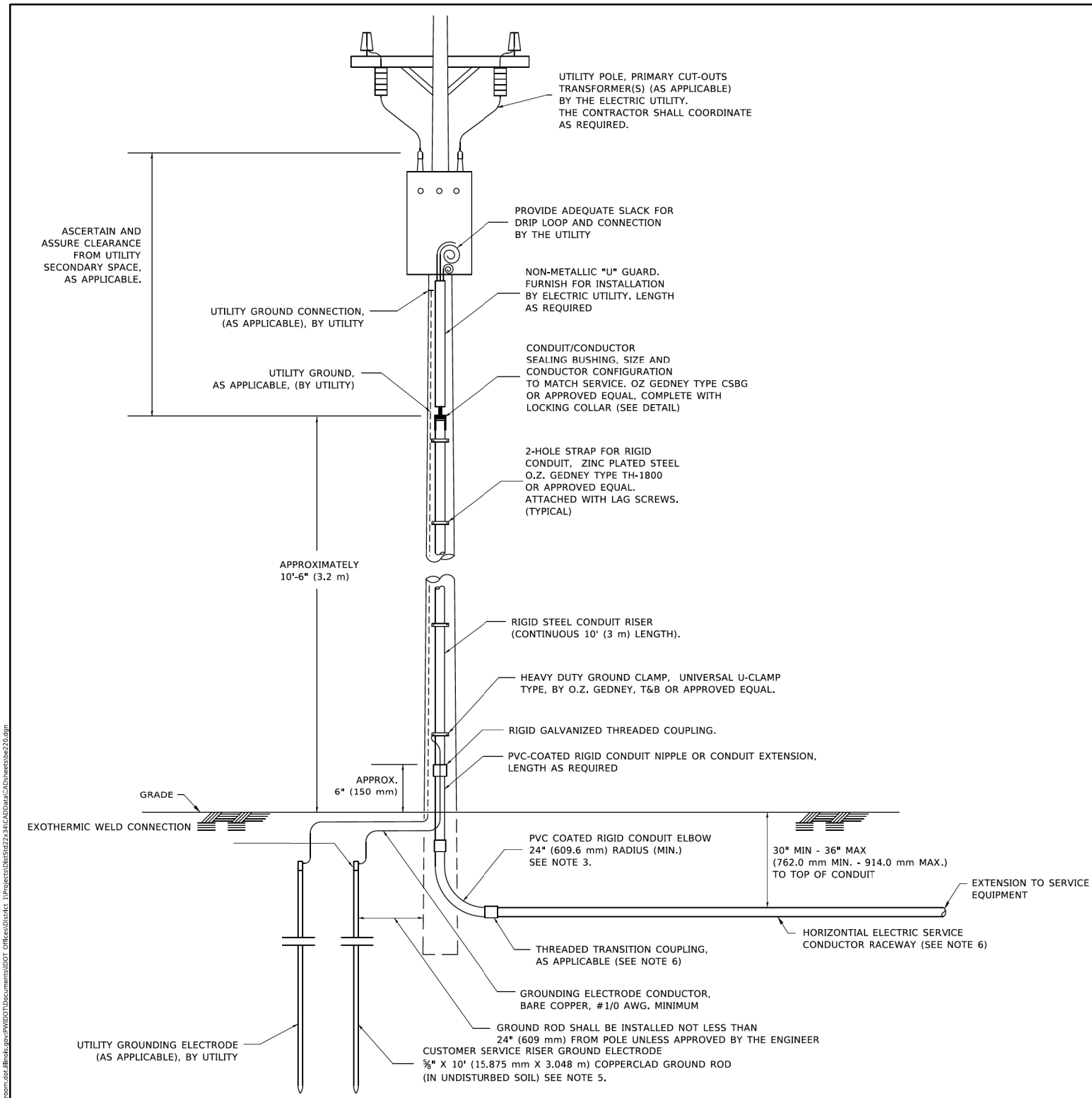
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CITY OF EVANSTON  
PUBLIC WORKS AGENCY  
BUREAU OF CAPITAL PLANNING AND ENGINEERING

4			
3			
2			
1			
DATE	NO.		REVISION

## ROADWAY LIGHTING DETAILS CHURCH STREET AT DODGE AVENUE

SCALE	PROJECT NUMBER:	ISSUED FOR: CONSTRUCTION	DESIGNED BY: MG	SHEET LT-17
HORIZONTAL	BID NUMBER: 23-56	DATE: 01/02/2024	DRAWN BY: VN	
VERTICAL			CHECKED BY: RP	

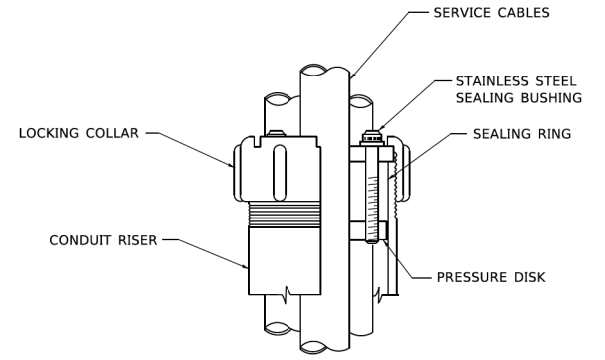


**APPLICATION**

THIS DETAIL APPLIES FOR LOW VOLTAGE ELECTRIC SERVICE (660 V OR LESS) FROM AN OVERHEAD UTILITY SUPPLY TO SEPERATLY-MOUNTED SERVICE EQUIPMENT.

**NOTES**

- SERVICE VOLTAGE SHALL BE AS INDICATED ELSEWHERE IN THE DRAWINGS.
- UNLESS OTHERWISE INDICATED, ITEMS AND WORK SHALL BE INCLUDED AND PAID AS PART OF THE ELECTRIC UTILITY SERVICE INSTALLATION PAY ITEM.
- CONDUIT AND CONNECTOR DIAMETER SHALL MATCH THE DIAMETER OF THE SERVICE CONDUCTOR RACEWAY AS INDICATED ON THE PLANS.
- PVC COATED RACEWAYS AND ACCESSORIES SHALL BE CAREFULLY INSTALLED WITH MFR RECOMMENDED TOOLS AND PROCEDURES TO AVOID DAMAGE. ANY DAMAGE SHALL BE REPAIRED WITH COMPATIBLE PVC TOUCH-UP MATERIAL TO THE SATISFACTION OF THE ENGINEER OR THE DAMAGED MATERIAL SHALL BE REPLACED AT NO ADDITIONAL COST.
- THE CONTRACTOR SHALL OBTAIN INSPECTION AND APPROVAL BY THE ENGINEER OF SERVICE RISER GROUND ELECTRODE, RISER ELBOW, NIPPLE AND CONNECTION TO SERVICE CONDUCTOR RACEWAY EXTENSION BEFORE BACKFILL AND SHALL ALSO OBTAIN INSPECTION OF SERVICE RISER AND SEALING BUSHING BEFORE UTILITY "U" GUARD INSTALLATION AND SERVICE CONNECTION.
- THE HORIZONTAL ELECTRIC SERVICE CONDUCTOR RACEWAY SHALL BE AS INDICATED AND SHALL BE MEASURED SEPARATELY FOR PAYMENT. WHEN THE RACEWAY IS PVC-COATED RIGID GALVANIZED STEEL, THE COUPLING SHALL BE THE SAME. WHEN THE RACEWAY IS PVC CONDUIT (IN CONCRETE), THE COUPLING SHALL BE A METALIC TO NON METALIC ADAPTER. WHEN THE RACEWAY IS ENCASED IN CONCRETE, THE CONCRETE SHALL EXTEND TO COVER THE COUPLING.
- PLANS AND DETAILS INDICATE THE GENERAL NATURE AND REQUIREMENTS. THEY DO NOT SHOW EVERY ACCESSORY AND ATTACHMENT, AND THEY DO NOT RELIEVE THE CONTRACTOR OF THE REQUIREMENTS OF THE SPECIFICATIONS AND SPECIAL PROVISIONS TO ASCERTAIN UTILITY REQUIREMENTS AND TO COORDINATE ACCORDINGLY, FURNISHING ALL ITEMS AND WORK NOT PROVIDED BY THE UTILITY, BUT NECESSARY FOR A COMPLETE SERVICE INSTALLATION IS REQUIRED AND SHALL BE INCLUDED IN THE ELECTRIC UTILITY SERVICE INSTALLATION PAY ITEM.



**SEALING BUSHING DETAIL**

MODEL: Detail.dwg FILE NAME: pvc\planroom.dwg PROJECT: IDOT District One Standard Details\223434CAD\data\03sheets\1222.dwg

USER NAME = ffootem	DESIGNED -	REVISED - 03-03-06
PLOT SCALE = 50.0000' / 1"	DRAWN -	REVISED -
PLOT DATE = 4/19/2019	CHECKED - MEA	REVISED -
	DATE -	REVISED -

**STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION**

<b>ELECTRIC SERVICE INSTALLATION AERIAL, REMOTE DISCONNECT</b>	
SCALE: NONE	SHEET 1 OF 1 SHEETS STA. TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
BE-220			CONTRACT NO.	
ILLINOIS FED. AID PROJECT				

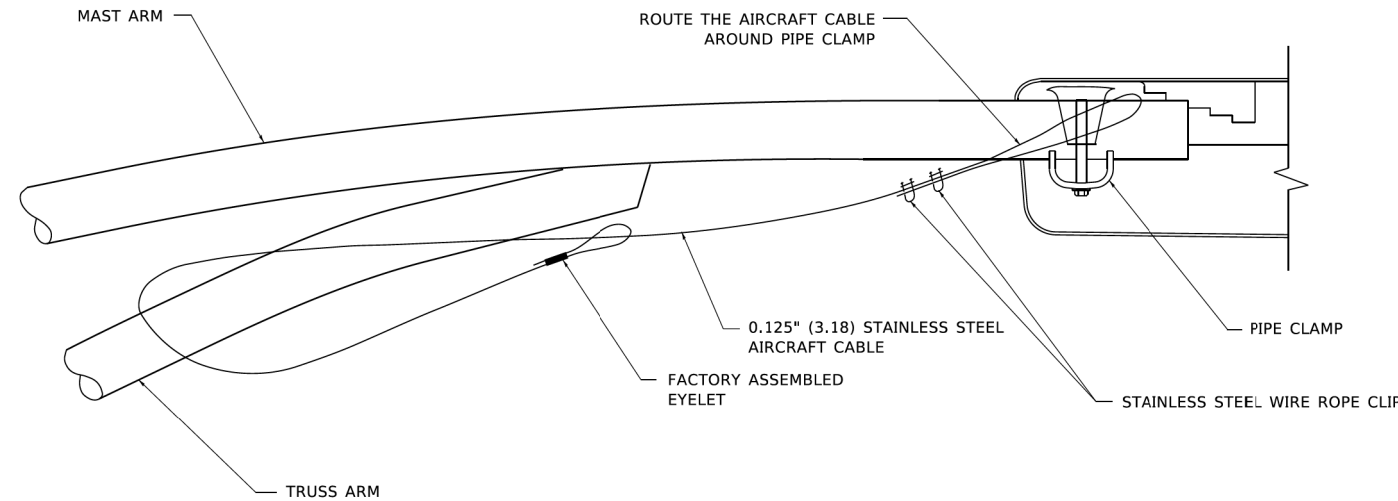
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CITY OF EVANSTON  
PUBLIC WORKS AGENCY  
BUREAU OF CAPITAL PLANNING AND ENGINEERING

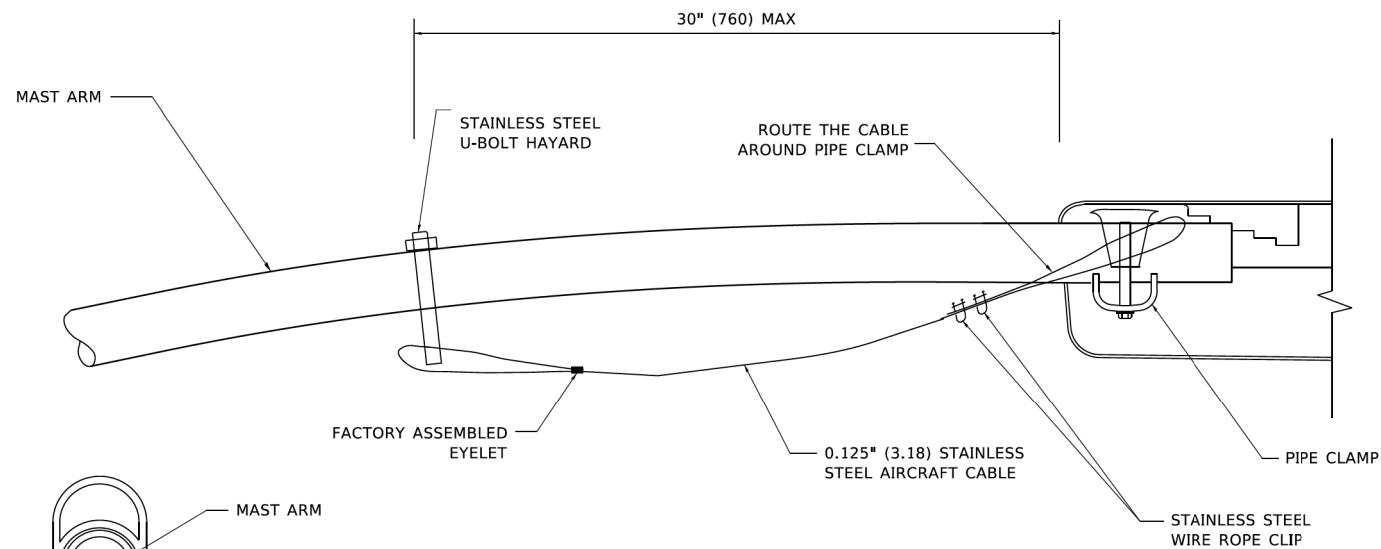
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**IDOT DISTRICT ONE STANDARD DETAILS  
CHURCH STREET AT DODGE AVENUE**

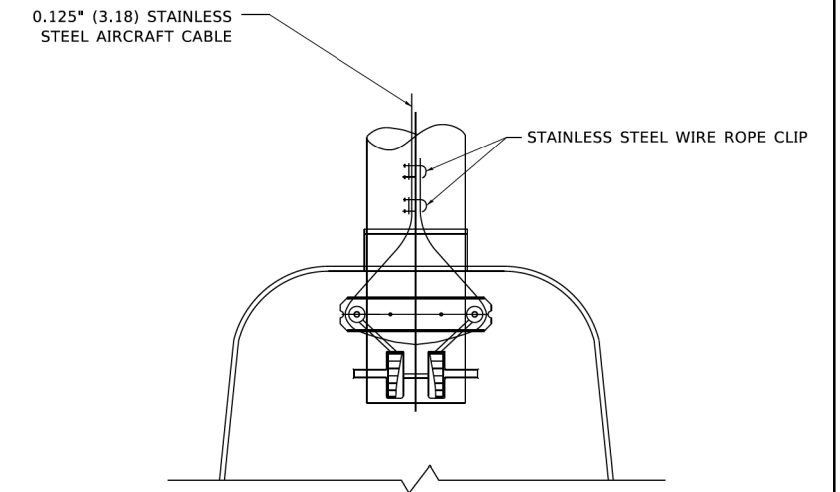
SCALE	PROJECT NUMBER:	ISSUED FOR: CONSTRUCTION	DESIGNED BY: MG	SHEET LT-18
HORIZONTAL	BID NUMBER: 23-56	DATE: 01/02/2024	DRAWN BY: VN	
VERTICAL			CHECKED BY: RP	



**SIDE VIEW (TRUSS ARM)**  
**N.T.S.**



**SIDE VIEW (SINGLE MEMBER OR DAVIT ARM)**  
**N.T.S.**



**BOTTOM VIEW**  
**N.T.S.**

**NOTES:**

1. ALL DIMENSIONS ARE IN MILLIMETERS (INCHES) UNLESS OTHERWISE SHOWN.
2. CONTRACTOR SHALL ADJUST THE WIRE CLIP TO ELIMINATE ANY SLACK FROM THE WIRE ROPE.
3. THE 0.125" (3.18) STAINLESS STEEL AIRCRAFT CABLE SHALL REMAIN VISIBLE FROM THE GROUND LEVEL.
4. THE BREAKING STRENGTH OF THE CABLE SHALL BE 1700 LBS. MIN.

MODEL: Default  
FILE NAME: p:\c\blanroom.dwg  
I:\projects\District One\Drawings\LT-19\CADData\CADsheets\LT-19.dwg

USER NAME	= ftoetm	DESIGNED	-	REVISED	- 08-08-03
		DRAWN	-	REVISED	-
PLOT SCALE	= 50.0000 ' / in.	CHECKED	-	REVISED	-
PLOT DATE	= 4/19/2019	DATE	-	REVISED	-

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

LUMINAIRE SAFETY CABLE ASSEMBLY  
SCALE: NONE SHEET 1 OF 1 SHEETS STA. TO STA.

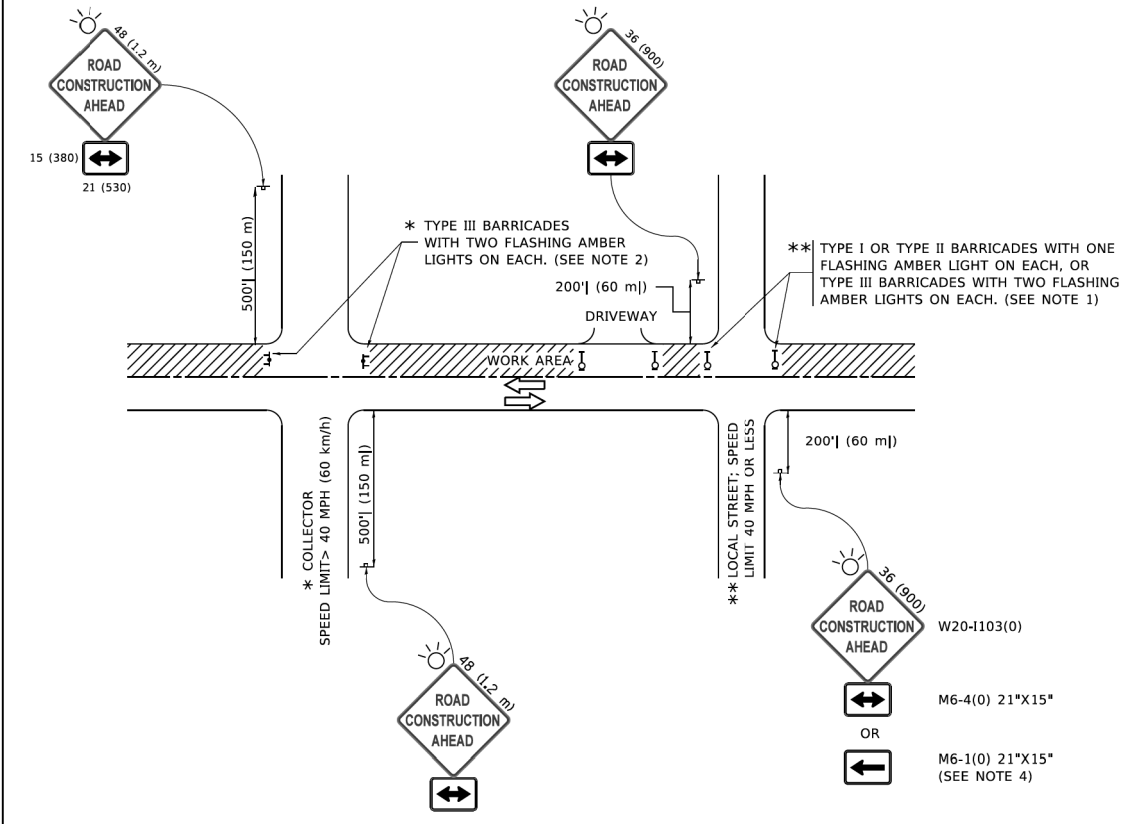
F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
BE-701			CONTRACT NO.	
ILLINOIS FED. AID PROJECT				



DATE	NO.	REVISION
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	2	
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SCALE	PROJECT NUMBER:	ISSUED FOR: CONSTRUCTION	DESIGNED BY: MG
HORIZONTAL	BID NUMBER: 23-56	DATE: 01/02/2024	DRAWN BY: VN
VERTICAL			CHECKED BY: RP

MODEL: D:\pwr\1\0848E8D1NTEG.ill\roads\pwr\pwr\DOT\Documents\DOT\_Offices\District\_1\Projects\Dist1\502234\CAD\Drawings\TC.dgn  
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 10:40:34 02/02/2024 10:27:57 AM User: kochan



**NOTES:**

1. SIDE ROAD WITH A SPEED LIMIT OF 40 MPH (60 km/h) OR LESS AS SHOWN ON THE DRAWING AND AS DIRECTED BY THE ENGINEER:
  - a) ONE "ROAD CONSTRUCTION AHEAD" SIGN 36 x 36 (900x900) WITH A FLASHER MOUNTED ON IT APPROXIMATELY 200' (60 m) IN ADVANCE OF THE MAIN ROUTE.
  - b) THE CLOSED PORTION OF THE MAIN ROUTE SHALL BE PROTECTED BY BLOCKING WITH TYPE I, TYPE II OR TYPE III BARRICADES, 1/3 OF THE CROSS SECTION OF THE CLOSED PORTION.
2. SIDE ROAD WITH A SPEED LIMIT GREATER THAN 40 MPH (60 km/h) AS SHOWN ON THE DRAWING AND AS DIRECTED BY THE ENGINEER:
  - a) ONE "ROAD CONSTRUCTION AHEAD" SIGN 48 x 48 (1.2 m x 1.2 m) WITH A FLASHER MOUNTED ON IT APPROXIMATELY 500' (150 m) IN ADVANCE OF THE MAIN ROUTE.
  - b) THE CLOSED PORTION OF THE MAIN ROUTE SHALL BE PROTECTED BY BLOCKING WITH TYPE III BARRICADES, 1/2 OF THE CROSS SECTION OF THE CLOSED PORTION.
3. CONES MAY BE SUBSTITUTED FOR BARRICADES OR DRUMS AT HALF THE SPACING DURING DAY OPERATIONS. CONES SHALL BE A MINIMUM OF 28 (710) IN HEIGHT.
4. SIGNING AND THE WORK ZONE, A SINGLE HEADED ARROW (M6-1) SHALL BE USED IN LIEU OF THE DOUBLE HEADED ARROW (M6-4).
5. WHEN WORK IS BEING PERFORMED ON A SIDE ROAD OR DRIVEWAY, FOLLOW THE APPLICABLE STANDARD(S). THE DIRECTIONAL ARROW (M6-1 OR M6-4) SHALL BE COVERED OR REMOVED WHEN NO LONGER CONSISTENT WITH THE TRAFFIC CONTROL SET-UP.
6. ADVANCE WARNING SIGNS ARE TO BE OMITTED ON DRIVEWAYS UNLESS OTHERWISE SPECIFIED IN THE PLANS OR BY THE ENGINEER.
7. THE TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS SHALL BE INCLUDED IN THE COST OF SPECIFIED TRAFFIC CONTROL STANDARDS OR ITEMS.

All dimensions are in inches (millimeters) unless otherwise shown.

USER NAME = f00tem	DESIGNED - L.H.A.	REVISED - A. HOUSEH 10-15-96
	DRAWN -	REVISED - T. RAMMACHER 01-06-00
PLOT SCALE = 50.0000' / 1in.	CHECKED -	REVISED - A. SCHUETZE 07-01-13
PLOT DATE = 3/4/2019	DATE - 06-89	REVISED - A. SCHUETZE 09-15-16

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL AND PROTECTION FOR  
SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS

SCALE: NONE SHEET 1 OF 1 SHEETS STA. TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
TC-10			CONTRACT NO.	
ILLINOIS FED. AID PROJECT				

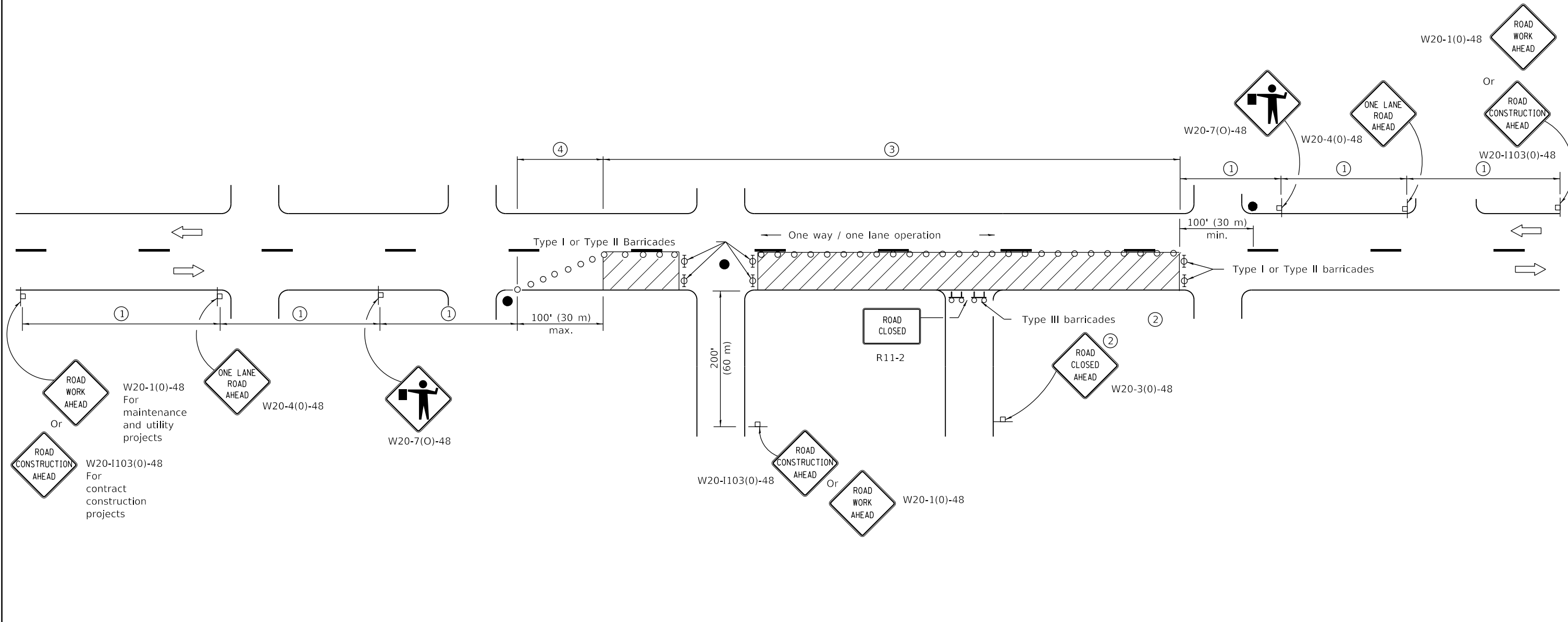


CITY OF EVANSTON  
PUBLIC WORKS AGENCY  
BUREAU OF CAPITAL PLANNING AND ENGINEERING

DATE	NO.	REVISION
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**IDOT DISTRICT ONE STANDARD DETAIL  
CHURCH STREET AT DODGE AVENUE**

SCALE	PROJECT NUMBER:	ISSUED FOR: CONSTRUCTION	DESIGNED BY: MG	SHEET LT-20
HORIZONTAL	BID NUMBER: 23-56	DATE: 01/02/2024	DRAWN BY: VN	
VERTICAL			CHECKED BY: RP	



ROAD WORK AHEAD W20-1(0)-48  
 Or ROAD CONSTRUCTION AHEAD W20-1103(0)-48  
 For maintenance and utility projects

ONE LANE ROAD AHEAD W20-4(0)-48

W20-7(0)-48

ROAD CLOSED R11-2

ROAD CONSTRUCTION AHEAD W20-1103(0)-48  
 Or ROAD WORK AHEAD W20-1(0)-48

ROAD CLOSED AHEAD W20-3(0)-48

W20-7(0)-48

ONE LANE ROAD AHEAD W20-4(0)-48

ROAD WORK AHEAD W20-1(0)-48  
 Or ROAD CONSTRUCTION AHEAD W20-1103(0)-48

SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

**SYMBOLS**

- Work area
- Cone, drum or barricade (not required for moving operations)
- Sign on portable or permanent support
- Flagger with traffic control sign
- Barricade or drum with flashing light
- Type III barricade with flashing lights

- ① Refer to SIGN SPACING TABLE for distances.
- ② For approved sideroad closures.
- ③ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- ④ Cones, drums or barricades at 20' (6 m) centers.

**GENERAL NOTES**

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to English (metric).
	Corrected sign No.'s.

**URBAN LANE CLOSURE,  
2L, 2W, UNDIVIDED**

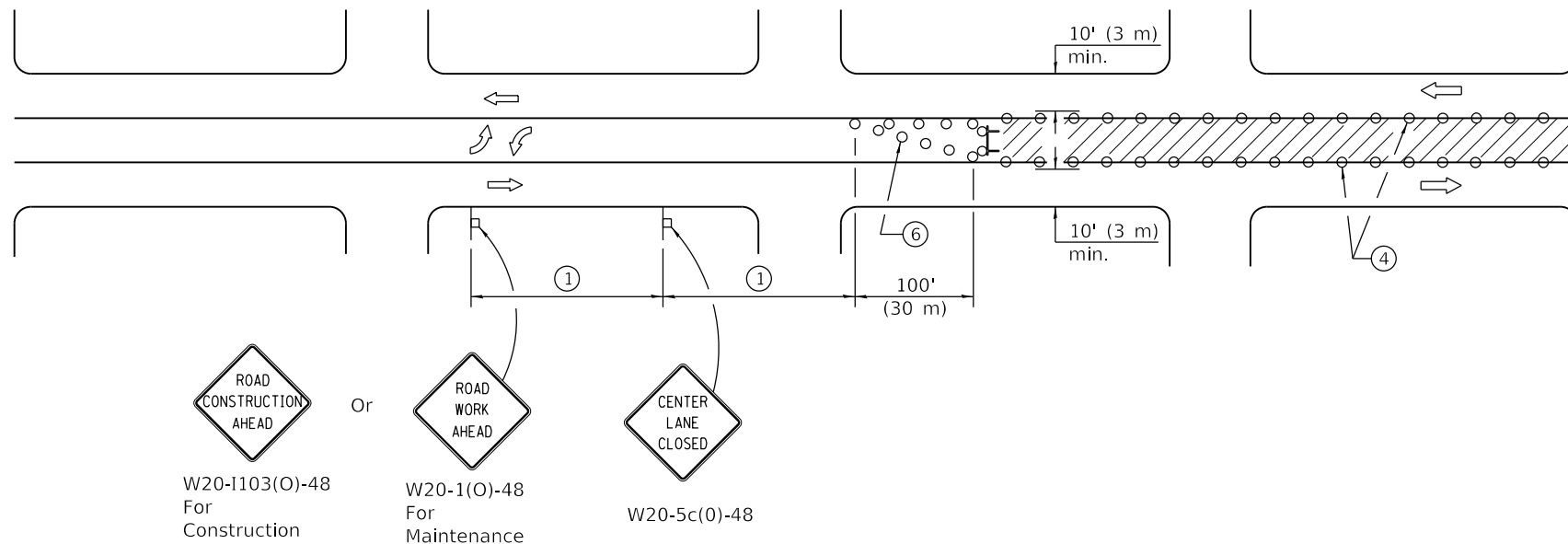
**STANDARD 701501-06**

Illinois Department of Transportation

PASSED January 1, 2011  
 ENGINEER OF SAFETY ENGINEERING

APPROVED January 1, 2011  
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



**CASE I**

(Signs required for both directions)

SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

**SYMBOLS**

- Work area
- Barricade or drum with flashing light
- Flagger with traffic control sign
- Cone, drum or barricade
- Sign on portable or permanent support
- Type III barricade with flashing lights

- ① Refer to SIGN SPACING TABLE for distances.
- ② Required for speeds > 40 mph (70 km/h).
- ③ Required if work exceeds 500' (164 m) or 1 block.
- ④ Cones at 25' (8 m) centers for 250' (75 m) on approach. Additional cones may be placed at 50' (15 m) centers. When drums or type I or II barricades are used, the interval between devices may be doubled.
- ⑤ For approved sideroad closures.
- ⑥ Cones, drums or barricades at 20' (6 m) centers in taper.
- ⑦ Use flagger sign only when flagger is present.

**GENERAL NOTES**

This Standard is used to close one lane of an urban, two lane, two way roadway with a bidirectional turn lane.

Case I applies when no workers are present. When workers are present, two lanes shall be closed and traffic control shall be according to Standard 701501.

Calculate L as follows:

SPEED LIMIT	FORMULAS	
	English	(Metric)
40 mph (70 km/h) or less:	$L = \frac{WS^2}{60}$	$L = \frac{WS^2}{150}$
45 mph (80 km/h) or greater:	$L = (W)(S)$	$L = 0.65(W)(S)$

W = Width of offset in feet (meters).  
S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED January 1, 2019  
*Lyndee Watt*  
ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2019  
*J. E. ...*  
ENGINEER OF DESIGN AND ENVIRONMENT

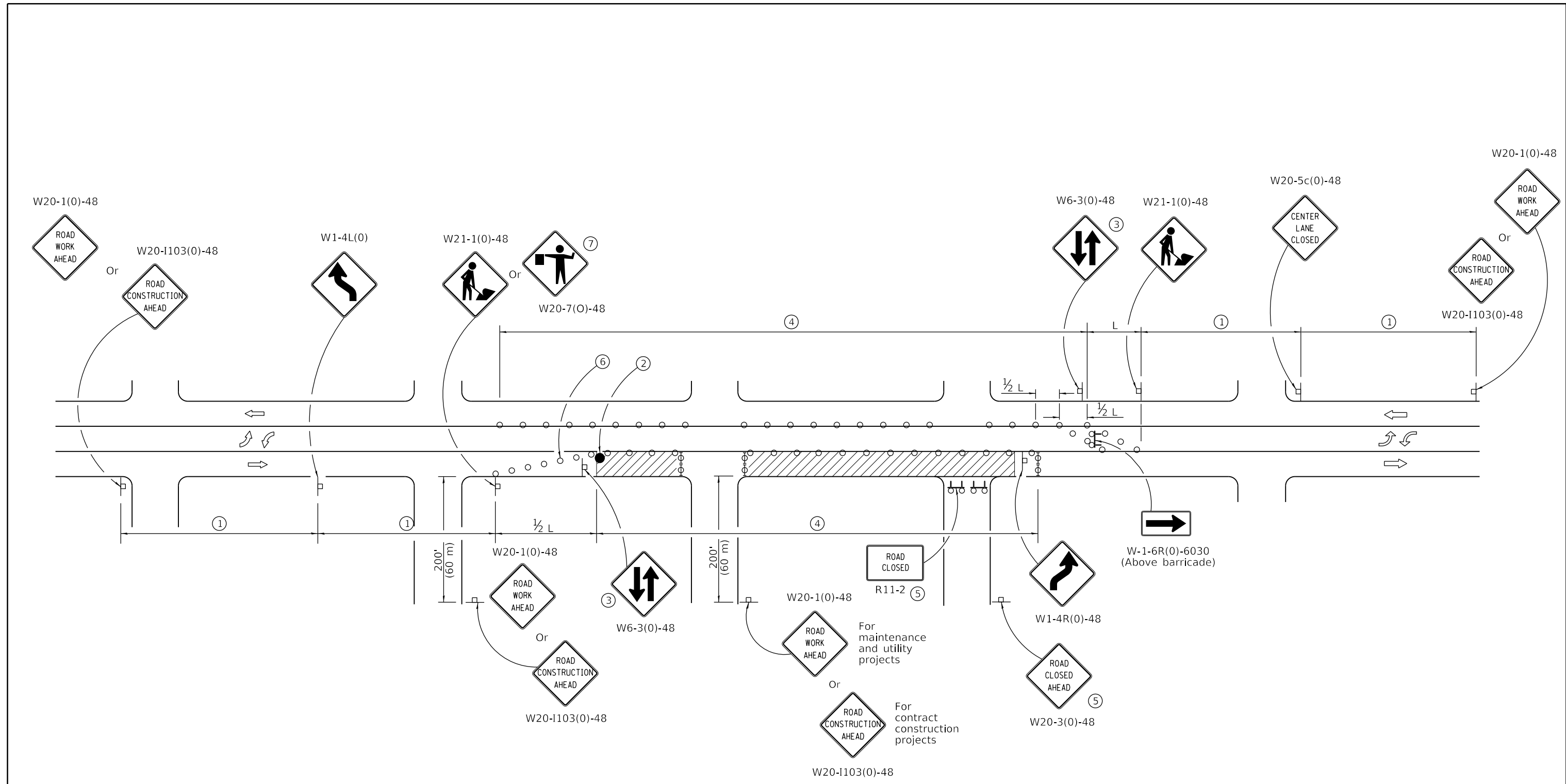
ISSUED 1-1-01

DATE	REVISIONS
1-1-19	Revised to allow cones at night.
1-1-18	Corrected sign number for TWO WAY TRAFFIC sign for CASE II.

**URBAN LANE CLOSURE,  
2L, 2W, WITH BIDIRECTIONAL  
LEFT TURN LANE**  
(Sheet 1 of 2)

**STANDARD 701502-09**





**CASE II**

Illinois Department of Transportation

APPROVED January 1, 2019  
*Cynthia Watt*  
 ENGINEER OF SAFETY PROG. AND ENGINEERING

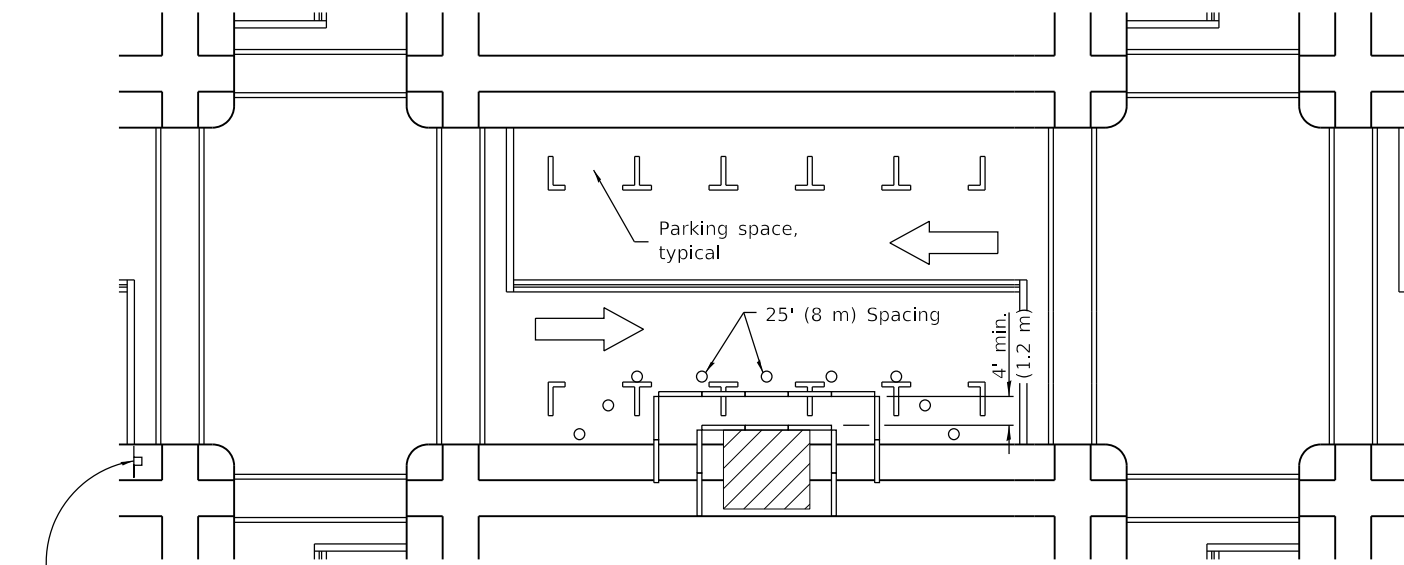
APPROVED January 1, 2019  
*J. E. ...*  
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-01

**URBAN LANE CLOSURE,  
 2L, 2W, WITH BIDIRECTIONAL  
 LEFT TURN LANE**

(Sheet 2 of 2)

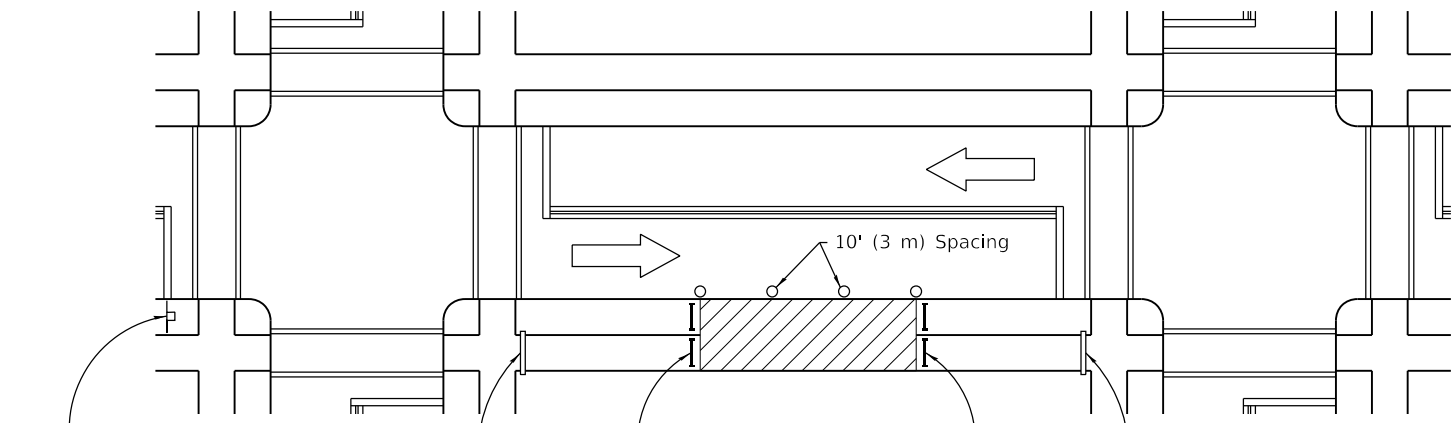
**STANDARD 701502-09**



① ROAD CONSTRUCTION AHEAD  
W20-1103(0)-48 for contract construction projects

Or  
① ROAD WORK AHEAD  
W20-1(0)-48 for maintenance and utility projects

**SIDEWALK DIVERSION**



① ROAD CONSTRUCTION AHEAD  
W20-1103(0)-48 for contract construction projects

Or  
① ROAD WORK AHEAD  
W20-1(0)-48 for maintenance and utility projects

SIDEWALK CLOSED  
←  
USE OTHER SIDE  
R11-1102-2430

SIDEWALK CLOSED  
R11-1101-2418

SIDEWALK CLOSED  
→  
USE OTHER SIDE  
R11-1102-2430

**SIDEWALK CLOSURE**

① Omit whenever duplicated by road work traffic control.

**GENERAL NOTES**

This Standard is used where, at any time, pedestrian traffic must be rerouted due to work being performed.

This Standard must be used in conjunction with other Traffic Control & Protection Standards when roadway traffic is affected.

Temporary facilities shall be detectable and accessible.







The temporary pedestrian facilities shall be provided on the same side of the closed facilities whenever possible.

The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. Where the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the actual closures.

Type III barricades and R11-2-4830 signs shall be positioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701901.

All dimensions are in inches (millimeters) unless otherwise shown.

**SYMBOLS**

-  Work area
-  Sign on portable or permanent support
-  Barricade or drum
-  Cone, drum or barricade
-  Type III barricade
-  Detectable pedestrian channelizing barricade

Illinois Department of Transportation

PASSED April 1, 2016

*[Signature]*  
ENGINEER OF SAFETY ENGINEERING

APPROVED April 1, 2016

*[Signature]*  
ENGINEER OF DESIGN AND ENVIRONMENT

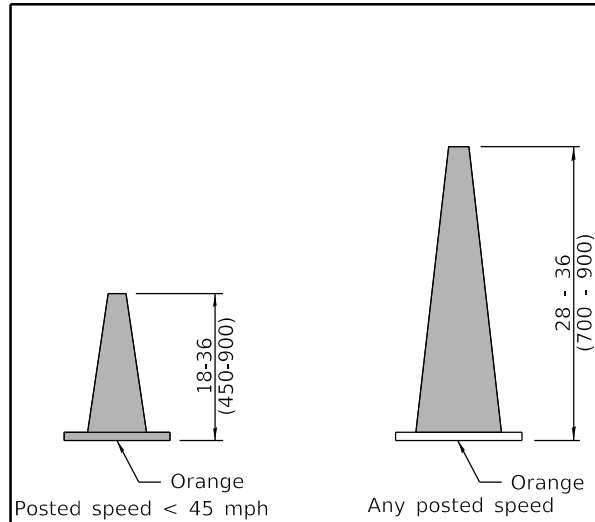
ISSUED 1-1-97

DATE	REVISIONS
4-1-16	Omitted orange safety fence from standard as this is covered in the std. spec.
1-1-12	Added SIDEWALK DIVERSION. Modified appearance of plan views. Renamed Std.

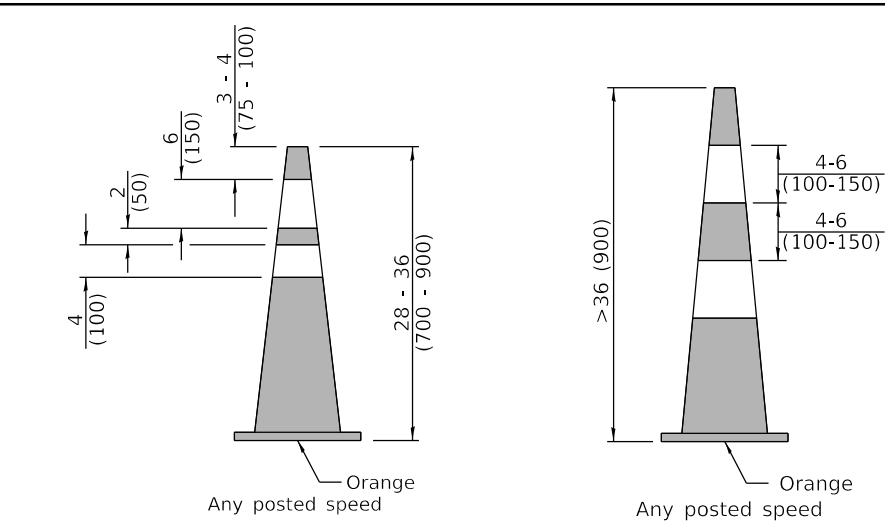
**SIDEWALK, CORNER OR CROSSWALK CLOSURE**

(Sheet 1 of 2)

**STANDARD 701801-06**

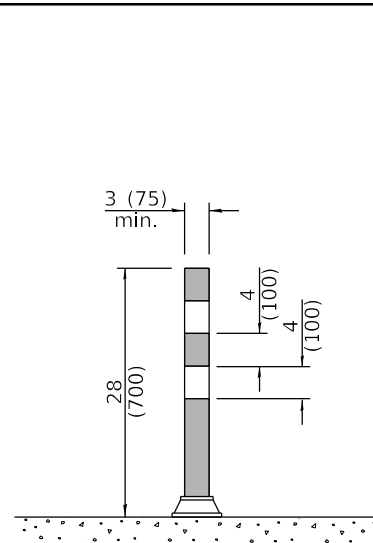


**DAYTIME USE**

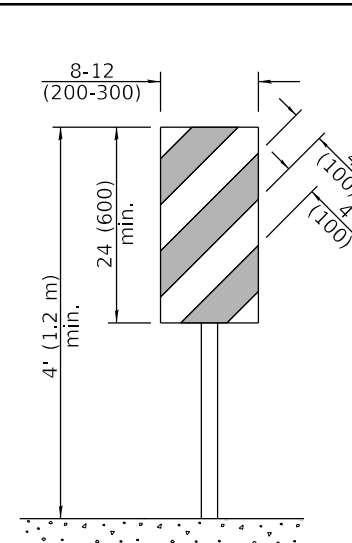


**DAY OR NIGHTTIME USE**

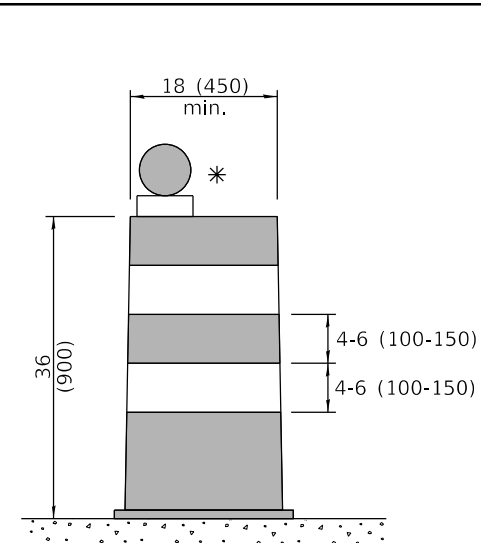
**CONES**



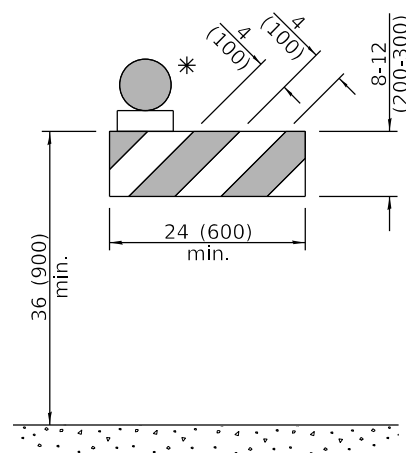
**TUBULAR MARKER**



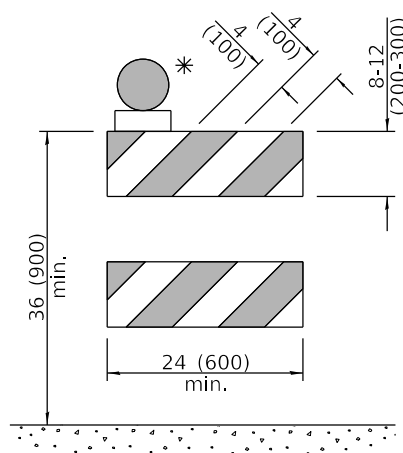
**VERTICAL PANEL  
POST MOUNTED**



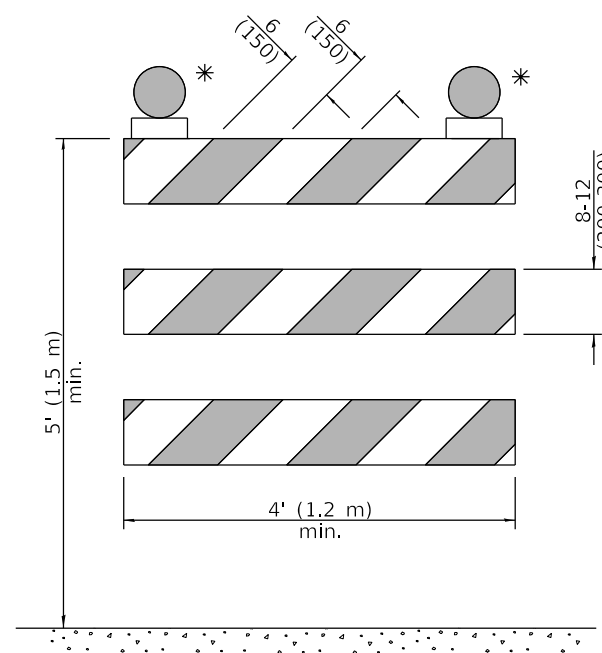
**DRUM**



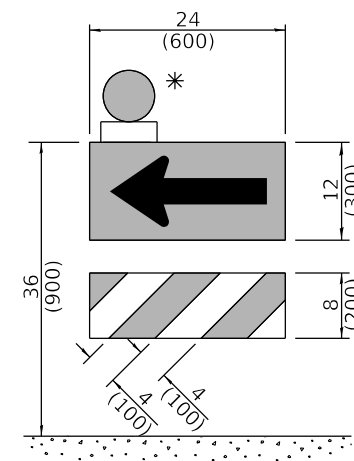
**TYPE I BARRICADE**



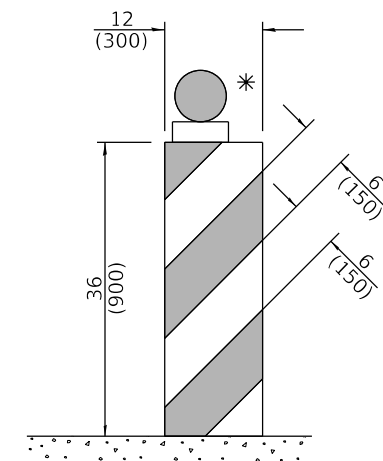
**TYPE II BARRICADE**



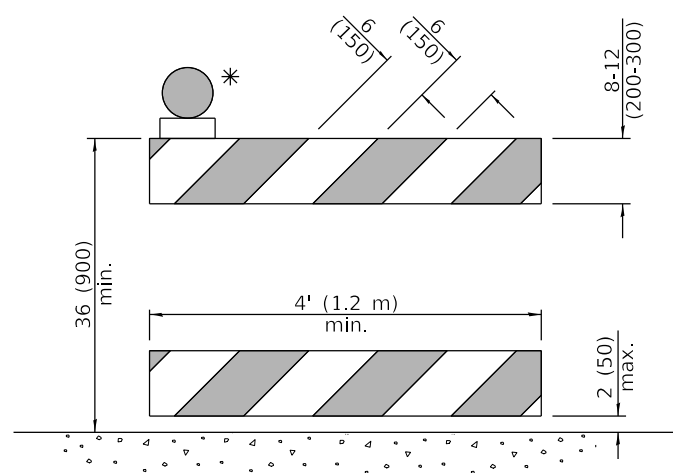
**TYPE III BARRICADE**



**DIRECTION INDICATOR  
BARRICADE**



**VERTICAL BARRICADE**



**DETECTABLE PEDESTRIAN  
CHANNELIZING BARRICADE**

\* Warning lights (if required)

**GENERAL NOTES**

All heights shown shall be measured above the pavement surface.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-19	Revised cone usage and added cones >36" (900 mm) height.
1-1-18	Revised END WORK ZONE SPEED LIMIT sign from orange to white background.

**TRAFFIC CONTROL DEVICES**

(Sheet 1 of 3)

**STANDARD 701901-08**

Illinois Department of Transportation

APPROVED January 1, 2019  
  
 ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2019  
  
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED  
 ET-1-1

## Cook County Prevailing Wage Rates posted on 10/5/2023

Trade Title	Rg	Type	C	Base	Foreman	Overtime					Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
						M-F	Sa	Su	Hol	H/W						
ASBESTOS ABT-GEN	All	ALL		48.90	49.90	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		40.59	43.84	1.5	1.5	2.0	2.0	15.22	15.16	0.00	0.88		2.80	5.60
BOILERMAKER	All	BLD		54.71	59.63	2.0	2.0	2.0	2.0	6.97	25.06	0.00	2.83		0.00	0.00
BRICK MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
CARPENTER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
CEMENT MASON	All	ALL		50.75	52.75	2.0	1.5	2.0	2.0	17.33	22.00	0.00	1.15	0.00	1.50	3.00
CERAMIC TILE FINISHER	All	BLD		45.62	45.62	1.5	1.5	2.0	2.0	12.75	15.64	0.00	1.04	0.00	0.00	0.00
CERAMIC TILE LAYER	All	BLD		53.14	58.14	1.5	1.5	2.0	2.0	12.75	19.41	0.00	1.12	0.00	0.00	0.00
COMMUNICATION ELECTRICIAN	All	BLD		48.66	58.37	1.5	1.5	2.0	2.0	13.90	14.40	1.25	1.31	0.25	0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		60.15	66.00	1.5	1.5	2.0	2.0	13.08	20.29	0.00	3.25	0.00	0.00	0.00
ELECTRIC PWR GRNDMAN	All	ALL		46.92	66.00	1.5	1.5	2.0	2.0	10.21	15.83	0.00	2.54	0.00	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		60.15	66.00	1.5	1.5	2.0	2.0	13.08	20.29	0.00	3.25	0.00	0.00	0.00
ELECTRICIAN	All	ALL		53.80	58.37	1.5	1.5	2.0	2.0	18.65	19.55	1.25	1.81	0.60	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		65.12	73.26	2.0	2.0	2.0	2.0	16.08	20.56	5.20	0.70		0.00	0.00
FENCE ERECTOR	All	ALL		48.48	50.48	1.5	1.5	2.0	2.0	13.68	18.32	0.00	0.75	0.00	0.00	0.00
GLAZIER	All	BLD		49.75	51.25	1.5	2.0	2.0	2.0	15.44	25.36	0.00	2.07	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		54.12	57.37	1.5	1.5	2.0	2.0	15.22	17.86	0.00	0.88		4.15	8.30
IRON WORKER	All	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49		0.00	0.00
LABORER	All	ALL		48.90	49.65	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
LATHER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
MACHINIST	All	BLD		55.74	59.74	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		38.75	52.46	1.5	1.5	2.0	2.0	12.50	20.95	0.00	0.66	0.00	0.00	0.00
MARBLE SETTER	All	BLD		49.96	54.96	1.5	1.5	2.0	2.0	12.50	22.31	0.00	0.85	0.00	0.00	0.00
MATERIAL TESTER I	All	ALL		38.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		43.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MILLWRIGHT	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00

## Cook County Prevailing Wage Rates posted on 10/5/2023

OPERATING ENGINEER	All	BLD	1	56.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	2	55.30	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	3	52.75	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	4	51.00	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	5	60.35	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	6	57.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	7	59.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	1	64.55	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	2	63.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	3	58.55	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	4	54.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	5	66.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	6	54.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	1	54.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	2	54.25	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	3	52.20	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	4	50.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	5	49.60	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	6	57.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	7	55.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		55.01	57.51	2.0	2.0	2.0	2.0	14.23	26.00	0.00	2.00	0.00	0.00	0.00
PAINTER	All	ALL		51.55	57.99	1.5	1.5	1.5	2.0	14.76	15.69	0.00	1.86	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	0.00	0.00	0.00
PILEDRIVER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
PIPEFITTER	All	BLD		55.00	58.00	1.5	1.5	2.0	2.0	12.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		48.75	51.68	1.5	1.5	2.0	2.0	17.33	20.33	0.00	1.15	0.00	0.00	0.00
PLUMBER	All	BLD		56.80	60.20	1.5	1.5	2.0	2.0	17.00	17.29	0.00	1.73		0.00	0.00
ROOFER	All	BLD		49.00	54.00	1.5	1.5	2.0	2.0	11.83	15.56	0.00	0.99	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		51.15	55.24	1.5	1.5	2.0	2.0	14.18	28.45	0.00	1.05	0.00	0.00	0.00

## Cook County Prevailing Wage Rates posted on 10/5/2023

SIGN HANGER	All	BLD		34.72	37.50	1.5	1.5	2.0	2.0	6.85	4.50	0.00	0.00	0.00	0.00	0.00
SPRINKLER FITTER	All	BLD		56.70	59.45	1.5	1.5	2.0	2.0	14.45	18.70	0.00	0.75	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49		0.00	0.00
STONE MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00	0.00
TERRAZZO MECHANIC	All	BLD		50.85	54.35	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00	0.00
TRAFFIC SAFETY WORKER I	All	HWY		40.10	41.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		41.10	42.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	1	41.75	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	2	42.00	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	3	42.20	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	4	42.40	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	1	42.18	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	2	42.33	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	3	42.53	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	4	42.73	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TUCK POINTER	All	BLD		50.53	51.53	1.5	1.5	2.0	2.0	9.55	21.72	0.00	1.11	0.00	0.00	0.00

### Legend

**Rg** Region

**Type** Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

**C** Class

**Base** Base Wage Rate

**OT M-F** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OT Sa** Overtime pay required for every hour worked on Saturdays

**OT Su** Overtime pay required for every hour worked on Sundays

**OT Hol** Overtime pay required for every hour worked on Holidays

**H/W** Health/Welfare benefit

**Vac** Vacation

**Trng** Training

**Other Ins** Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations COOK COUNTY

## **Cook County Prevailing Wage Rates posted on 10/5/2023**

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

### **EXPLANATION OF CLASSES**

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

### **CERAMIC TILE FINISHER**

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

### **COMMUNICATIONS ELECTRICIAN**

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power

## **Cook County Prevailing Wage Rates posted on 10/5/2023**

conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

### **MARBLE FINISHER**

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

### **OPERATING ENGINEER - BUILDING**

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators;



## Cook County Prevailing Wage Rates posted on 10/5/2023

Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin

## **Cook County Prevailing Wage Rates posted on 10/5/2023**

Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

### **OPERATING ENGINEER - FLOATING**

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

### **TERRAZZO FINISHER**

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

## **Cook County Prevailing Wage Rates posted on 10/5/2023**

### TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

### TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

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

### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

## **Cook County Prevailing Wage Rates posted on 10/5/2023**

### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

# Registering for DemandStar



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

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

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

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

## 1 REGISTER

Go to:

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

### Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

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.

<b>State</b>	<b>County</b>
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
<b>Total</b>	(0 subscriptions)	<b>\$0/year</b>

Proceed to Checkout

Skip for Now

**SIGN UP**

Visit [www.demandstar.com](http://www.demandstar.com)





# DEMANDSTAR

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

(E-bidding) Electronic Bidding Instructions

# Introduction

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

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



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



## How to check if it is an e-bidding opportunity

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

In order to do  
e-bidding

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

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



In order to do  
e-bidding

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

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

## Contact Information

*\*indicates required fields*

Company Name \*

Address 1 \*

Address 2

City \*


State \*

Postal Code \*

Phone \*

Fax

Country \*

 Bid Amount \*

Alternate Bid Amount

Notes

# In order to do e-bidding

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

## Required Documents



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

### Agency Required Documents

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

In order to do e-bidding

Upload your response documents in an accepted file format

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

### E-Bid Response Documents

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

*No response documents uploaded*

### Agency Accepted File Formats



Formats

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

### Upload Electronic Documents

*\* indicates required fields*



Document Title \*

Specify Upload Document \*

No file chosen


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

In order to do e-bidding

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

### E-Bid Response Documents

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

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

### 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

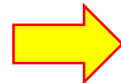
\* indicates required fields

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	<a href="#">Details, Bid, History</a>

## Contact Information

**EDIT**

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



## Agency Required Documents

**EDIT**

1. Bid Reply (Electronic/Online) ✓



## DemandStar E-Bidding: Frequently Asked Questions

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

### E-Bidding Documents

<b>Document Types</b>	Bidding Documents - Exhibits Pricing Bid Bond
<b>File Formats</b>	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](mailto:hello@demandstar.com).

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