CITY OF EVANSTON

SPECIFICATIONS AND BID DOCUMENTS Construction Bid with Sub-contractors

BID NUMBER: 24-26

For

Sidewalk and Streetlight Improvement Project Greenleaf Street and Hartrey Avenue

April 25, 2024



BID DUE DATE: 2:00 P.M., Tuesday, May 21, 2024

VIRTUAL BID OPENING: 2:15 P.M., Tuesday, May 21, 2024

Google Meet ID:

meet.google.com/erk-vjyw-pza

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

BID BOND: 5% of Contract Amount

PERFORMANCE/MATERIAL

& LABOR PAYMENT BOND: 100% of Contract Amount

CONTRACT PERIOD: Contract award through November 15, 2024

ELECTRONIC BID SUBMITTAL:

Bid responses will only be accepted electronically via E-bidding through DemandStar (<a href="https://www.demandStar.com/WWW.demandStar.com/WWW.demandStar.com/WWW.demandStar.com/WWW.demandStar.com/demandStar.com/www.demand

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*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, May 21, 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 or join by phone 617-675-4444 PIN: 491 020 418 0044# to access the virtual bid opening. Effective immediately, the City of Evanston will no longer accept hard copy paper submittals for any solicitation. Responses will only be accepted electronically via E-bidding through DemandStar (www.demandstar.com). Although registration is required, vendors can download solicitations and upload responses for free. Bids shall cover the following:

Sidewalk and Streetlight Improvement Project Greenleaf Street and Hartrey Avenue Bid Number: 24-26

The project is located on Greenleaf Street from Pitner Avenue to Grey Avenue, and along Hartrey Avenue from Greenleaf Street to Greenwood Street in the City of Evanston. Work on this project includes the construction of new sidewalks, reconstruction of driveways, curb & gutter work, replacement of street light luminaires & relocation, landscaping work including trees, and minor sewer laterals work.

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

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

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

2. SUBMISSION OF BIDS

- A. The City of Evanston will no longer accept hard copy paper submittals for any solicitation. Responses will only be accepted electronically via E-bidding through DemandStar (WWW.DEMANDSTAR.COM). Although registration is required, vendors can download solicitations and upload 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

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

4. SIGNING OF BIDS

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

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

5. CONSIDERATION OF BIDS

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

6. WITHDRAWAL OF BIDS

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

7. ERRORS IN BIDS

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

8. ADDENDA

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

9. RESERVED RIGHTS

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

10. AWARD

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

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

11. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

12. INCONSISTENCIES AND OMISSIONS

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

13. CONDITIONS

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

14. VERIFICATIONS OF DATA

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

15. SPECIFICATIONS

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

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

16. SAMPLES

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

17. REGULATORY COMPLIANCE

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

18. PRICING

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

19. DISCOUNTS

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

20. INSPECTION

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

21. BIDS AND PLAN DEPOSITS

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

22. DISPUTES

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

23. CATALOGS

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

24. TAXES

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

25. PERMITS & FEES

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

26. ROYALTIES & PATENTS

Seller must pay all royalties and license fees. Seller must defend all suits or claims

for infringement of any patent, copyright or trademark rights, and must hold the City harmless from loss on account thereof.

27. LOCAL PREFERENCE POLICY

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

28. POWER OF ATTORNEY

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

29. WARRANTY

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

30. INCURRED COSTS

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

invitation for bids.

31. VARIANCES

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

32. INDEMNIFICATION

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

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

34. GOVERNING LAW

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

35. EQUAL EMPLOYMENT OPPORTUNITY

- 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 subcontracts 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

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.

37. LOCAL EMPLOYMENT PROGRAM REQUIREMENTS

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

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

Ordinance 60-O-14 Amendment LEP

38. Questions

All questions related to this bid document should be submitted in writing to Linda Thomas, Purchasing Specialist at lithomas@cityofevanston.org with a copy to Rajeev Dahal, Senior Project Manager at 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

- A. Before submitting a bid, bidders shall carefully examine the drawings and specifications, visit the site, and fully inform themselves as to all conditions and limitations.
- B. Should a bidder find discrepancies in, or omissions from the drawings or specifications, or should be in doubt as to their meaning, the bidder should at once notify the Purchasing Specialist, who will issue necessary instructions to all bidders in the form of an addendum.

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

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

41. COMPLIANCE WITH LAWS

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

42. QUALIFICATION OF BIDDERS

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

43. COMPETENCY OF BIDDER

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

44. PREFERENCE TO CITIZENS

The Contractor shall abide by the Illinois Preference Act, 30 ILCS 570 et seq., which stipulates that whenever there is a period of excessive unemployment in

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

GENERAL CONDITIONS

1. BASIS OF AWARD

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

2. BIDS (Select Unit Price Bid or Lump Sum Bid)

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

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

4. CONTRACT TERM

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

5. NOTICE TO PROCEED/ PURCHASE ORDER/ CONTRACT

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

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

6. PAYMENT

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

7. DECISIONS TO WITHHOLD CERTIFICATION FOR PAYMENT

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

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

- 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

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

10. CITY'S RIGHT TO TERMINATE CONTRACT

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

11. LIENS

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

12. SEPARATE CONTRACTS

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

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

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

13. PROTECTION & SAFEGUARDS

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

14. MATERIAL STORAGE

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

15. CLEANING UP

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

uses and generates.

16. RESTORATION OF SITE

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

17. PREVAILING WAGE

- 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 <u>must submit and upload certified payrolls</u> 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

- 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

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

- 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 subcontractor.
- 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

- 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

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 subcontractors, 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 subcontractors' 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

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

25. LIQUIDATED DAMAGES

- A. The Contractor 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 11/01/2024, then in addition to any remedies available to the City, the Contractor will pay to the City the sum of \$ 1,275.00 (Twelve Hundred and Seventy Five 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

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

27. DEFAULT

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

28. USE OF PREMISES

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

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

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

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

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

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

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

INSURANCE REQUIREMENTS

TYPE	OF INSURANCE	MINIMUM INSUI	RANCE COVERAGE
		Consequent Death	Bodily Injury and Property Damage
		Each Occurrence	e Aggregate
Comm	nercial General Liability including:	\$3,000,000	\$3,000,000
1. 2. 3. 4. 5.	Comprehensive form Premises - Operations Explosion & Collapse Hazard Underground Hazard Products/Completed Operations Hazard		
 7. 	Contractual Insurance – With an endorsement on the face of the certificate that it includes the "Indemnity" paragraph of the specifications. Broad Form Property Damage -	Insurance Certific The City Of Evans as Additional Insu	ton is Named
8. 9.	construction projects only Independent contractors Personal Injury		
	nobile Liability d, Non-owned or Rented	\$ 1,000,000	\$1,000,000
and O	nen's Compensation ccupational Diseases juired by applicable laws.		
Emplo	yer's Liability		\$ 500,000

Thirty day notice of cancellation required on all certificates.

EXHIBIT A – BID FORM

For

Sidewalk and Streetlight Improvement Project Greenleaf Street and Hartrey Avenue

(BID #24-26)

 2.2 . 0.
THE CITY OF EVANSTON

1.01 BID TO:

2100 Ridge Avenue

Evanston, Illinois 60201

Hereinafter called "OWNER".

1.02 BID FROM:

(Hereinafter call "BIDDER")

Address

Telephone Number

Fax Number

1.03 BID FOR: Sidewalk and Streetlight 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:	\$
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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.

ITEM IT	TEM DESCRIPTION	UNIT	Quantity	UNIT PRICE	TOTAL COST
	REE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	10	\$	\$
	,	ONII	10	7	7
	REE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	12	\$	\$
 	SUPPLEMENTAL WATERING	UNIT	1	\$	\$
	ARTH EXCAVATION	CU YD	242	\$	\$
R	REMOVAL AND DISPOSAL OF			·	
20201200 U	JNSUITABLE MATERIAL	CU YD	242	\$	\$
20800150 T	RENCH BACKFILL	CU YD	7	\$	\$
28000510 II	NLET FILTERS	EACH	22	\$	\$
Т	OPSOIL EXCAVATION AND				
21101505 P	PLACEMENT	CU YD	16	\$	\$
21101625 T	OPSOIL FURNISH AND PLACE, 6"	SQ YD	96	\$	\$
21301060 E	XPLORATION TRENCH 60" DEPTH	FOOT	20	\$	\$
25000110 S	SEEDING, CLASS 1A	ACRE	0	\$	\$
25200110 S	SODDING, SALT TOLERANT	SQ YD	359	\$	\$
S	SUBBASE GRANULAR MATERIAL,				
31101200 T	YPE B 4"	SQ YD	2852	\$	\$
	HOT-MIX ASPHALT PAVEMENT				
40701961 (F	FULL-DEPTH), 14"	SQ YD	300	\$	\$
	PORTLAND CEMENT CONCRETE				
	DRIVEWAY PAVEMENT, 5 INCH	SQ YD	1195	\$	\$
	PORTLAND CEMENT CONCRETE				_
	DRIVEWAY PAVEMENT, 8 INCH	SQ YD	520	\$	\$
	PORTLAND CEMENT CONCRETE	60 FT	47625		<u> </u>
	SIDEWALK 5 INCH	SQ FT	17635	\$	\$
	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	SQ FT	987	\$	\$
	DETECTABLE WARNINGS	SQ FT	80	\$	\$
	PAVEMENT REMOVAL	SQ YD	66	\$	\$
	DRIVEWAY PAVEMENT REMOVAL	SQ YD	1330	\$	\$
	COMBINATION CURB AND GUTTER	30 10	1330	7	۲
	REMOVAL	FOOT	2960	\$	\$
	SIDEWALK REMOVAL	SQ FT	1632	\$	\$
	STORM SEWERS, CLASS A, TYPE 1			r	r
	12"	FOOT	40	\$	\$

PAY ITEM	ITEM DESCRIPTION	UNIT	Quantity	UNIT PRICE	TOTAL COST
	INLETS, TYPE A, TYPE 1 FRAME,		_		
60234200	OPEN LID	EACH	1	\$	\$
60255500	MANHOLES TO BE ADJUSTED	EACH	1	\$	\$
60266600	VALVE BOXES TO BE ADJUSTED	EACH	5	\$	\$
60600605	CONCRETE CURB, TYPE B	FOOT	71	\$	\$
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	1215	\$	\$
60608300	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-2.12	FOOT	1795	\$	\$
67100100	MOBILIZATION	L SUM	1	\$	\$
72000100	SIGN PANEL - TYPE 1	SQ FT	106	\$	\$
72400100	REMOVE SIGN PANEL ASSEMBLY - TYPE A	EACH	2	\$	\$
72900100	METAL POST - TYPE A	FOOT	136	\$	\$
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	310	\$	\$
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	300	\$	\$
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	150	\$	\$
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	46	\$	\$
78300202	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	83	\$	\$
81028220	UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	FOOT	70	\$	\$
81603100	UNIT DUCT, 600V, 4-1C NO.6, 1/C NO.6 GROUND, (XLP-TYPE USE), 1 1/4" DIA. POLYETHYLENE	FOOT	675	\$	\$
83600200	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	18	\$	\$
84200804	REMOVAL OF POLE FOUNDATION	EACH	2	\$	\$
84400105	RELOCATE EXISTING LIGHTING UNIT	EACH	2	\$	\$
A2001724	TREE, ACER SACCHARUM (SUGAR MAPLE), 3" CALIPER, BALLED AND BURLAPPED	EACH	1	\$	\$

PAY ITEM	ITEM DESCRIPTION	UNIT	Quantity	UNIT PRICE	TOTAL COST
A2002008	TREE, AESCULUS FLAVEA (YELLOW SWEET BUCKEYE), 2" CALIPER, BALLED AND BURLAPPED	EACH	1	\$	\$
A2002514	TREE, CARPINUS CAROLINIANA (AMERICAN HORNBEAM), 1-3/4" CALIPER, BALLED AND BURLAPPED	EACH	1	\$	\$
A2002814	TREE, CATALPA SPECIOSA (NORTHERN CATALPA), 1-3/4" CALIPER, BALLED AND BURLAPPED	EACH	2	\$	\$
A2002886	TREE, CELTIS OCCIDENTALIS CHICAGOLAND, (CHICAGOLAND HACKBERRY), 4" CALIPER, BALLED AND BURLAPPED	EACH	1	\$	\$
A2005414	TREE, LIRIODENDRON TULIPIFERA (TULIP TREE), 1-3/4" CALIPER, BALLED AND BURLAPPED	EACH	2	\$	\$
A2005462	TREE, MALUS X ZUMI CALOCARPA (ZUMI CALOCARPA CRABAPPLE), 2- 1/2" CALIPER, BALLED AND BURLAPPED	EACH	3	\$	\$
A2006510	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 1-1/4" CALIPER, BALLED AND BURLAPPED	EACH	4	\$	\$
A2006568	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 7' HEIGHT, CLUMP FORM, BALLED AND BURLAPPED	EACH	2	\$	\$
A2006710	TREE, QUERCUS MACROCARPA (BUR OAK), 8' HEIGHT, CLUMP FORM, BALLED AND BURLA PPED	EACH	2	\$	\$
A2006812	TREE, QUERCUS MUEHLENBERGII (CHINKAPIN OAK), 1.5" CALIPER, BALLED AND BURLAPPED	EACH	1	\$	\$
A2007670	TREE, TAXODIUM DISTICHUM (COMMON BALD CYPRESS), 8' HEIGHT, CLUMP FORM, BALLED AND BURLAPPED	EACH	1	\$	\$

PAY ITEM	ITEM DESCRIPTION	UNIT	Quantity	UNIT PRICE	TOTAL COST
A2007870	TREE, TILIA AMERICANA (AMERICAN LINDEN/ BASSWOOD), 8' HEIGHT, CLUMP FORM, BALLED AND BURLAPPED	EACH	2	\$	\$
A2015980	TREE, FAGUS GRANDIFLORA(AMERICAN BEECH), 2" CALIPER, BALLED AND BURLAPPED	EACH	1	\$	\$
A3005238	TREE, ZELKOVA SERRATA GREEN VASE (GREEN VASE ZELKOVA), 2" CALIPER, BALLED AND BURLAPPED	EACH	1	\$	\$
B2000770	TREE, AMELANCHIER X GRANDIFLORA AUTUMN BRILLIANCE (AUTUMN BRILLIANCE SERVICE BERRY), 2" CALIPER, TREE FORM, BALLED AND BURLAPPED	EACH	2	\$	\$
B2005413	TREE, PRUNUS VIRGINIANA SCHUBERT (CANADA RED CHOKECHERRY), 1-3/4" CALIPER, TREE FORM, BALLED AND BURLAPPED	EACH	2	\$	\$
B2010120	TREE, CLADRASTIS LUTEA (AMERICAN YELLOWWOOD), 2- 1/2" CALIPER, BALLED AND BURLAPPED	EACH	1	\$	\$
X0324057	WOODEN FENCE RELOCATION	FOOT	130	\$	\$
X0326862	STRUCTURES TO BE ADJUSTED	EACH	11	\$	\$
X0350810	BOLLARD REMOVAL	EACH	1	\$	\$
X1400238	LUMINAIRE, LED, SPECIAL	EACH	17	\$	\$
X1400341	REMOVAL OF LUMINAIRE, SALVAGE	EACH	17	\$	\$
X2010512	CLEARING AND GRUBBING	SQ YD	40	\$	\$
X4021000	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	2	\$	\$
X4022000	TEMPORARY ACCESS (COMMERCIAL ENTRANCE)	EACH	20	\$	\$
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$	\$

PAY ITEM	ITEM DESCRIPTION	UNIT	Quantity	UNIT PRICE	TOTAL COST
Z0033020	LUMINAIRE SAFETY CABLE ASSEMBLY	EACH	17	\$	\$
Z0033028	MAINTENANCE OF LIGHTING SYSTEM	CAL MO	4	\$	\$
A2C02501	TREE, CERCIS CANADENSIS (REDBUD), 1" CALIPER, CONTAINER GROWN	EACH	2	\$	\$
JIA20390	TREE, ULMUS AMERICANA 'PRINCETON' (PRINCETON ELM), CONTAINER GROWN, 3-GALLON	EACH	4	\$	\$
	REDPOINTE MAPLE	EACH	2	\$	\$
	KENTUCKY COFFEE TREE	EACH	1	\$	\$
	FASTIGIATE BEECH	EACH	1	\$	\$
	REMOVE, STOCKPILE AND REPLACE BRICK PAVED WALKWAY	SQ FT	60	\$	\$
	TREE PROTECTION AND PRESERVATION	EACH	25	\$	\$
	SOLAR-POWERED ASSEMBLY (COMPLETE)	EACH	2	\$	\$

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: \$	
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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

	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.
	PRODUCT NAME AND/OR MANUFACTURER ADD DEDUCT

EXHIBIT A 9

1.16 PROPOSAL SIGNATURE (REQUIRED) 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: 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: _____

EXHIBIT A 10

Notary Public

1.17 DISCLOSURE

Ridder.

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.

		Didder.	•
		Business Address:	
		Telephone Number:	-
1.18	CON	TACTS	
	A.	In the event the Evanston City Council approves this bid respons name, address, telephone, and fax number of the person to be co	
		Bidder:	
		Address:	
		Telephone Number:	
		Fax Number:	

EXHIBIT A 11

1.19 REFERENCES

similar scope in the past. 1. Name: _____ Contact Person: _____ Phone: _____ Contract Value: _____ Contract Dates: 2. Name: _____ Address: Contact Person: ______ Phone: Contract Value: _____ Contract Dates: _____ 3. Address: _____ Contact Person: Phone: _____ Contract Value:

Provide three (3) references for which your firm has completed work of a

EXHIBIT A 12

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 subcontractors and that they email or contact individual firms that would be appropriate to partner in response to the project. For samples of possible advertisements, see the City of Evanston's Business Diversity Section http://www.cityofevanston.org/business/business-diversity/ (Sample Advertisement). If you request a paper copy of the additional documents, it will be available free of charge from the Purchasing Office, 2100 Ridge Road Suite 4200, Evanston, IL 60201.

If a bidder is unable to meet the required M/W/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/WD/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 B 1

EXHIBIT C

M/W/D/EBE PARTICIPATION COMPLIANCE FORM

I do he	ereby	y certify that				
as a S	Subco	ontractor or General Con	tracto	or on the project re) intends to participate
This fi	rm is	a (check only one):				
	_	Minority Business E controlled by a mino				t 51% managed and n 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 Busin controlled by a disact				ast 51% managed and by within Illinois.
		Evanston Based Ent year and which perfo	•			for a minimum of one
Total p	oropo	osed price of response			\$	
Amou	nt to	be performed by a M/W/	D/EE	BE	\$	
Percei	ntage	e of work to be performed	d by a	a M/W/D/EBE		%
Inform	atior	n on the M/W/D/EBE Utili	ized:			
	Nar	me				
		_				
	Pho	one Number				
	Sig	nature of firm attesting to	part	icipation		
	Title	e and Date				
	Тур	pe of work to be performe	ed			
Please	e atta	ach:				
1.	Proper certification documentation if applying as a M/W/DBE and check the appropriate be below. This M/W/DBE will be applying with documentation from:			ck the appropriate box		
		Cook County Federal Certification City of Chicago			on ess Enterprise Na v Supplier Develop	

EXHIBIT C 1

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 subagreement, the amounts of money paid to each to date, and this Pay Request. The total proposed price of response submitted is ______.

	FIDM TVDF		AMOUNT OF	PERCENT OF
MBE/WBE/DBE/EBE	FIRM TYPE (MBE/WBE/	SERVICES	AMOUNT OF SUB-	TOTAL CONTRACT
FIRM NAME	DBE/EBE)	PERFORMED	CONTRACT	AMOUNT
			\$	7 0
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
TOTAL			\$	

EXHIBIT C 2

EXHIBIT D

M/W/D/EBE PARTICIPATION WAIVER REQUEST

I am		of		, and I have authority to
	(Title)		(Name of Firm)
execute this	s certification	on behalf of	the firm. I	do (Name)
hereby cert	ify that this fir	m seeks to v	waive all or part of th	nis M/W/D/EBE partcipation goal
for the follow	wing reason(s):		
(CHECK A		PLY. SPEC	CIFIC SUPPORTING	G DOCUMENTATION MUST BE
	1. No M/W	/D/EBEs res	sponded to our invita	ation to bid.
	2. An insuf	ficient numb	er of firms responde	ed to our invitation to bid.
	For #1	& 2, please	provide a narrative	describing the outreach efforts
	from	our firm a	and proof of cor	ntacting at least 15 qualified
	M/W/D	/EBEs prior	r to the bid open	ing. Also, please attach the
	accom	panying fo	rm with notes re	garding contacting the Assist
	Agenc	ies.		
	3. No sub-	contracting c	opportunities exist.	
	Please pr	ovide a wr	itten explanation	of why sub-contracting is not
	feasible.			
	4. M/W/D/I	EBE participa	ation is impracticabl	e.
	Please pr	ovide a writ	ten explanation of	why M/W/D/EBE participation is
	impractica	able.		
Therefore,	we request	o waive	of the 25% utilize	zation goal for a revised goal of
Signature:				Date:
<u> </u>		(Signatu		

EXHIBIT D 1

<u>EXHIBIT E</u>

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

Construction Contractors' A		· · · · · · · · · · · · · · · · · · ·	
4.0=1.101/	DATE	CONTACT	RESULT OF
AGENCY	CONTACTED	PERSON	CONVERSATION
Association of Asian Construction			
Enterprises (AACE)			
5500 Touhy Ave., Unit K			
Skokie, IL. 60077			
Phone: 847-5259693			
Perry Nakachii, President			
Black Contractors United (BCU)			
400 W. 76th Street			
Chicago, IL 60620			
Phone: 773-483-4000; Fax: 773-483-4150			
Email: <u>bcunewera@ameritech.net</u>			
Chicago Minority Business Development			
Council			
105 West Adams Street			
Chicago, Illinois 60603			
Phone: 312-755-8880; Fax: 312-755-8890			
Email: info@chicagomsdc.org			
Shelia Hill, President			
Evanston Minority Business Consortium,			
Inc.			
P.O. Box 5683			
Evanston, Illinois 60204			
Phone: 847-492-0177			
Email: embcinc@aol.com			
Federation of Women Contractors			
5650 S. Archer Avenue			
Chicago, Illinois 60638			
Phone: 312-360-1122; Fax: 312-360-0239			
Email: FWCChicago@aol.com			
Contact Person: Beth Doria			
Maureen Jung, President			
Hispanic American Construction			
Industry (HACIA)			
901 W. Jackson, Suite 205			
Chicago, IL 60607			
Phone: 312-666-5910; Fax: 312-666-5692			
Email: info@haciaworks.org			
Women's Business Development Ctr.			
8 S. Michigan Ave, Suite 400			
Chicago, Illinois 60603			
Phone: 312-853-3477 X220;			
Fax: 312-853-0145			
Email: wbdc@wbdc.org			
Carol Dougal, Director			

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

EXHIBIT E 1

EXHIBIT F

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: <u>Ordinance 60-O-14</u> <u>Amendment MWEDBE LEP</u> of the Evanston City Code Section 1-17-1 (C) can be found at <u>Municode Library.</u> 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

<u>Local Employment Program or Exhibit F Questions:</u> City staff is available for assistance to help with compliance. Submit questions in writing to Jessica Cooper, the Workforce Development Coordinator at icooper@cityofevanston.org or Tammi Nunez, Purchasing Manager at tnunez@cityofevanston.org.

EXHIBIT F 1

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:

Estim	ated total labor cost = \$ _	15% of total labor co	st = \$	
	My total bid, My total bid, ito employ for codes 60201 o My total bid, ithe contract i Evanston resid site by constr My total bid, i the LEP requir My total bid, i to comply as r	including all alternates, is under \$250,000 ncluding all alternates, is equal to or great the duration of the contract for which I are for 60202) for at least 15% of all hours work ncluding all alternates, is equal to or great for which I am submitting this bid, throu dents (residing in zip codes 60201 or 60202 uction trade workers. Including all alternates, is equal to or great rements but am willing to work with the Concluding all alternates, is equal to or great reducing all alternates, is equal to or great moted below, I seek a waiver on a portion of Reasons for Waiver Request" below.	o, and the LEP does not apper than \$250,000, and I already submitting this bid, Evans and at the construction site by ter than \$250,000, and I will ghouse of the City of Evans (2) for at least 15% of all house than \$250,000, and I have city to achieve compliance. er than \$250,000, and after	idy employ, and will continue ton residents (residing in zip construction trade workers. I employ, for the duration of ton database or otherwise, sworked at the construction be been unable to comply with thaving made sincere attempt
FORT	ONS FOR WAIVER REQUE I have made sincere at I do or will employ Eva The nature of the job unable to locate any E	TO COMPLY WITH THE LEP, REGARDLESS 1-17-1(C)(11), AS AMENDED. WAIVER WILL BE GRANTED ONLY AFT ST: PLEASE CHECK ALL THAT APPLY AND Ce tempt as otherwise indicated below, but anston residents for the project, but such is so technical that after having made since vanston residents qualified to perform ar ations. Attach separate sheet if necessary	TER SINCERE ATTEMPT TO COMPLETE INFORMATION Research to the complex properties of the work. Please the control of the work.	COMPLY* EQUESTED: able to comply% of total labor cost. ndicated below, I have been
3.4.5.I have Emplo	I have utilized the local compliance with LEP of I have placed one or reproject, and have non If I am utilizing union lacompliance with LEP of the City of Evanston byment Program. I under the case applicable. I UNDER	TE SINCERE ATTEMPT TO COMPLY: PLEAS all resident database and otherwise worke on this project, and have nonetheless been nore ads in a local newspaper seeking to etheless been unable to comply; and abor, I have contacted Chicagoland labor upon this project and have nonetheless been on, Local Employment Program (LEP) requirestand and will comply with the LEP requires STAND THAT IF MY APPLICATION IS NOT	d with the City in attempt to unable to comply; hire Evanston residents in a unions to request Evanston a unable to comply. The ements as set forth in City Coments for this project with the complex to	o hire Evanston residents in compliance with LEP on this residents for employment in code Section 1-17-1(C): Local respect to the job and/or any
Signat		Printed Name and Title	Date	
Signa	ture	Printed Name and Title	Date	
On be	ehalf of Company:			

2

EXHIBIT F

EXHIBIT G

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

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

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

CERTIFICATION OF BIDDER

Na	ame and Address of Bidder (Include ZIP Code)
IR	S EMPLOYER I.D. NUMBER 36
1.	Bidder has participated in a previous contract or sub-contract subject to the Equal Opportunity ClauseYesNo
2.	Bidder has filed all compliance reports due under applicable instructions. YesNo
3.	Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? YesNo
Na	ame:
Tit	tle:
Się	gnature:
Da	ate:

EXHIBIT G 1

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".

APPL	LICANT NAME:
APPL	LICANT ADDRESS:
TELE	PHONE NUMBER:
FAX I	NUMBER:
APPL	LICANT is (Check One)
1. Cc	orporation () 2. Partnership () 3. Sole Owner () 4. Association ()
5. Ot	her()
Pleas	se answer the following questions on a separate attached sheet if necessary.
SEC1	TION I - CORPORATION
1a.	Names and addresses of all Officers and Directors of Corporation.
1b.	(Answer only if corporation has 33 or more shareholders.) Names and addresses of all those shareholders owning shares equal to or in excess of 3% of the proportionate ownership interest and the percentage of shareholder interest. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material required herein.)

1c.	(Answer only if corporation has fewer than 33 shareholders.) Names and addresses of all shareholders and percentage of interest of each herein. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material requested herein.)
SEC	TION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE
2a.	The name, address, and percentage of interest of each partner whose interests therein, whether limited or general is equal to or in excess of 3%.
2b.	Associations: The name and address of all officers, directors, and other members with 3% or greater interest.
SEC	TION 3 - TRUSTS
3a.	Trust number and institution.
3b.	Name and address of trustee or estate administrator.

3c.	Trust or estate beneficiaries: Name, address, and percentage of interest in total entity.
SEC.	TION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE
4a.	Specify which, if any, interests disclosed in Section 1, 2, or 3 are being held by an agent or nominee, and give the name and address of principal.
4b.	If any interest named in Section 1, 2, or 3 is being held by a "holding" corporation or other "holding" entity not an individual, state the names and addresses of all parties holding more than a 3% interest in that "holding" corporation or entity as required in 1(a), 1(b), 1(c), 2(a), and 2(b).
4c.	If "constructive control" of any interest named in Sections 1, 2, 3, or 4 is held by another party, give name and address of party with constructive control. ("Constructive control" refers to control established through voting trusts, proxies, or special terms of venture of partnership agreements.)

I have not vand curren		erest known to me. Information provided is accurate
Date		Signature of Person Preparing Statement
		Title
ATTEST:	Notary Public	(Notary Seal)
Commission	on Expires:	

EXHIBIT I

ADDITIONAL INFORMATION SHEET

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

EXHIBIT I 1

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.

Nam	e of Contractor:		
Ву: _			
Ву:	State of	_, County of	
Subs	cribed and sworn to before m	e this	day
of	·		

Notary Public

EXHIBIT J 1

EXHIBIT K

MAJOR SUB-CONTRACTORS LISTING

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

- A. If awarded a Contract as a result of this Bid, the major sub-contractors used in the prosecution of the work will be those listed below.
- B. The following list includes all sub-contractors who will perform work representing 5% (five percent) or more of the total Base Bid.
- C. The sub-contractors listed below are financially responsible and are qualified to perform the work required.
- D. The sub-contractors listed below comply with the requirements of the Contract Documents.
- E. Any substitutions in the sub-contractors listed below shall be requested in writing by the Contractor and must be approved in writing by the Owner. All pertinent financial, performance, insurance and other applicable information shall be submitted with the request for substitutions(s). Owner shall respond to such requests within 14 calendar days following the submission of all necessary information to the full satisfaction of the Owner.

<u>Category</u> <u>Number</u>	Name of Sub-contractor	Telephone
(Attach additional sh	eets as required)	

END OF SECTION

EXHIBIT K

EXHIBIT L

CONFLICT OF INTEREST

	, hereby certifies that it has
conducted an investigation into whether an ac between the Bidder, its owners and employees Evanston.	•
Bidder further certifies that it has disclosed any and acknowledges if Bidder/proposer has not distributed interest, the City of Evanston may disqualify the	lisclosed any actual or potential conflict o
(Name of Bidder/proposer if the Bidder/proposer (Name of Partner if the Bidder/proposer is a Pa (Name of Officer if the Bidder/proposer is a Cor	artnership)
The above statements must be subscribed and Subscribed and Sworn to this day of _	
Notary Public	(Notary Seal)
Commission Expires:	

EXHIBIT L 1

EXHIBIT M

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

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

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

Exhibit N

Contractor Services Agreement Acknowledgement Page

The City has attached its standard contractor services agreement as an exhibit to this bid document. Identify all exceptions to the agreement that would prevent your firm from executing it. The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Bidder's response. Please check one of the following statements: _I have read the contractor services agreement and plan on executing the agreement without any exceptions. My firm cannot execute the City's standard contractor service agreement unless the exceptions noted below or in the attached sample contractor services agreement are made. ***Please be aware that submitting exceptions to the contract may impact the likelihood of your firm being selected to perform this work. List exceptions in the area below: Authorized Company Name: Signature: Typed/Printed Name and Title: _____ Date: ____

Exhibit N



CONTRACTOR SERVICES AGREEMENT

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

[Sidewalk and Street Light Improvement]

(BID #24-26)

THIS AGREEMENT (hereinafter referred to as the "Agreement") is entered into between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the "City"), and [Insert Contractor name here], with offices located at [Insert Contractor address here], (hereinafter referred to as the "Contractor"). Compensation (the "Compensation") for all basic services provided by the Contractor pursuant to the terms of this Agreement shall not exceed \$[Insert fee here].

Revision March 2020

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RECITALS

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

[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 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 subcontracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
 - 2.4 During the term of this Agreement, the Contractor agrees as follows:
 - a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.
 - b) That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.
- 2.5 The Contractor certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2105 et. seq.), that it has a written sexual harassment policy that includes, at a minimum, the following information:
 - a) The illegality of sexual harassment;

- b) The definition of sexual harassment under State law;
- c) A description of sexual harassment utilizing examples;
- d) The Contractor's internal complaint process including penalties;
- e) Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and
- f) Protection against retaliation as provided to the Department of Human Rights.
- 2.6 In accordance with the Steel Products Procurement Act (30 ILCS 565), Contractor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.
- 2.7 Contractor certifies that it is properly formed and existing legal entity and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.
- 2.8 If Contractor, or any officer, director, partner, or other managerial agent of Contractor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Contractor certifies at least five years have passed since the date of the conviction.
- 2.9 Contractor certifies that if more favorable terms are granted by Contractor to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms will be applicable under this Agreement.
- 2.10 Contractor certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.
- 2.11 The Contractor certifies that all Design Professionals performing the Work under this Agreement will ensure that the Project shall be designed in conformance with the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101, *et seq.*, and all regulations promulgated thereunder. Design Professional means any individual, sole proprietorship, firm, partnership, joint venture, corporation, professional corporation, or other entity that offers services under the Illinois Architecture Practice Act of 1989 (225 ILCS 305/), the Professional Engineering Practice Act of 1989 (225 ILCS 325/), the Structural Engineering Licensing Act of 1989 (225 ILCS 340/), or the Illinois Professional Land Surveyor Act of 1989 (225 ILCS 330/).
- 2.12 The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements now in force or which may be in force during the term of this Agreement. The Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 *et. seq*, Title VII of the Civil Rights Act of 1964, and the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et. seq*.

3 Additional Services/Change Orders

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

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 Twelve Hundred Seventy Five Dollars (1,275.00) 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 in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy, or reimbursement, at law or in equity, against Contractor.

11 Indemnification

11.1 The Contractor shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages

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

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

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

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

- 11.3 The Contractor shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its sub-contractors' work. Acceptance of the work by the City will not relieve the Contractor of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom.
- 11.4 All provisions of this Section 11 shall survive completion, expiration, or termination of this Agreement.

12 Drawings and Documents

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

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

13 Successors and Assigns

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

14 Force Majeure

- 14.1 Whenever a period of time is provided for in this Agreement for the Contractor or the City to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation:
 - a) Acts of nature;
 - b) Acts or failure to act on the part of any governmental authority other than the City or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement;
 - c) Acts or war;
 - d) Acts of civil or military authority;
 - e) Embargoes;
 - f) Work stoppages, strikes, lockouts, or labor disputes;
 - g) Public disorders, civil violence, or disobedience;
 - h) Riots, blockades, sabotage, insurrection, or rebellion;
 - i) Epidemics or pandemics;
 - j) Terrorist acts;
 - k) Fires or explosions;
 - 1) Nuclear accidents:
 - m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities;
 - n) Major environmental disturbances; or
 - o) Vandalism.

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

15 Amendments and Modifications

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

16 Standard of Care & Warranty

- 16.1 The Contractor shall perform all of the provisions of this Agreement to the satisfaction of the City. The City shall base its determination of the Contractor's fulfillment of the scope of the work in accordance with generally accepted professional standards applicable to the Work for this Project. The Contractor shall perform all of the provisions of this Agreement with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions.
- 16.2 The Contractor shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The City's acceptance of any of the Contractor's professional services shall not relieve the Contractor of its responsibility to subsequently correct any such errors or omissions. If a Contractor has provided the City with specifications for this Project which are determined to be incorrect or which require revision during the solicitation process (including but not limited to Requests for Proposals, Requests for Qualifications, or bids), the Contractor shall make such corrections or revisions to the specifications at no cost to the City. Further, upon receipt of an invoice from the City, the Contractor shall promptly reimburse the City for the reasonable costs associated with the preparation and dissemination of said corrections or revisions to appropriate parties, including but not limited to preparation of the corrected or revised documents, and printing and distribution costs.
- 16.3 During the pendency of its Work on this Project, the Contractor shall respond to the City's notice of any errors or omissions within twenty-four (24) hours. The Contractor shall be required to promptly visit the Project site(s) if directed to by the City.
- 16.4 The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.
 - 16.5 Contractor guarantees and warrants to the City that:

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

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

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

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

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

17 Savings Clause

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

18 Non-Waiver of Rights

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

19 Entire Agreement

19.1 This Agreement sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the

Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of *contra proferentem* shall not apply.

20 Governing Law

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

21 Ownership of Contract Documents

City of Evanston Project Manager, RFQ/RFP/Bid

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:

2100 Ridge Av	renue		
Evanston, Illin	ois 60201		
if to the Contra	ctor:		

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

23 Severability

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

24 Execution of Agreement

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

25 Counterparts

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

26 Authorizations

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

27 Time of Essence

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

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

CON	TRACTOR		
Ву:			-
Name	p:		-
Its:			_
	Y OF EVANSTON		
By: _			
	Luke Stowe City Manager	Date:	
Appro	oved as to form:		
Ву: _			
	Alexandra Ruggie Interim Corporation Counse	el	

Revision: April 2021

EXHIBIT O

BID BOND SUBMITTAL LABEL

CUT AND ATTACH LABEL ON OUTSIDE OF SEALED BID BOND SUBMITTAL SHOWN 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.

RECURRING SPECIAL PROVISIONS

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

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4	Specific EEO Responsibilities Non Federal-Aid Contracts	
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Reserved

Temporary Raised Pavement Markers

Longitudinal Joint and Crack Patching

Portland Cement Concrete Inlay or Overlay

Concrete Mix Design - Department Provided

Station Numbers in Pavements or Overlays

Restoring Bridge Approach Pavements Using High-Density Foam

Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching

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Local Public A	Agency		County	Section Number
City of Eva	City of Evanston Cook			
Check thi	is box fo	r lettings prior to 01/01/2024.		
The Following	Recurrin	ng Special Provisions Indicated By An "X" Are Applic	able To This Contract And Ar	e Included By Reference:
		Recurring Special P	rovisions	
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10		Use of Geotextile Fabric for Railroad Crossing		90
11		Subsealing of Concrete Pavements		92
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13		Pavement and Shoulder Resurfacing		98
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Local Public Agency	County	Section Number
City of Evanston	Cook	

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

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BDE SPECIAL PROVISIONS For the August 4, 2023 and September 22, 2023 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the Bureau of Design & Environment (BDE).

File	e Name	#		Special Provision Title	Effective	Revised
	80099	1		Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274	2		Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192	3		Automated Flagger Assistance Devices	Jan. 1, 2008	April 1, 2023
	80173	4		Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426	5		Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
	80436	6		Blended Finely Divided Minerals	April 1, 2021	
*	80241	7		Bridge Demolition Debris	July 1, 2009	
*	50531	8		Building Removal	Sept. 1, 1990	Aug. 1, 2022
*	50261	9		Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80449	10		Cement, Type IL	Aug. 1, 2023	•
	80384	11		Compensable Delay Costs	June 2, 2017	April 1, 2019
*	80198	12		Completion Date (via calendar days)	April 1, 2008	•
*	80199	13		Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80261	14		Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80434	15		Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
*	80029	16		Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
	80229	17		Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80447	18		Grading and Shaping Ditches	Jan. 1, 2023	,
	80433	19	\Box	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80443	20		High Tension Cable Median Barrier Removal	April 1, 2022	,
	80446	21		Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
	80438	22		Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
	80045	23		Material Transfer Device	June 15, 1999	Jan. 1, 2022
	80450	24		Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
	80441	25		Performance Graded Asphalt Binder	Jan. 1, 2023	
	80451	26		Portland Cement Concrete	Aug. 1, 2023	
*	34261	27		Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80445	28		Seeding	Nov. 1, 2022	
	80448	29		Source of Supply and Quality Requirements	Jan. 2, 2023	
	80340	30		Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127	31		Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397	32		Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	33		Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80437	34		Submission of Payroll Records	April 1, 2021	Nov. 1, 2022
	80435	35		Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80410	36		Traffic Spotters	Jan. 1, 2019	
*	20338	37		Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429	38		Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439	39		Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80440	40		Waterproofing Membrane System	Nov. 1, 2021	
	80302	41		Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
	80427	42		Work Zone Traffic Control Devices	Mar. 2, 2020	
*	80071	43		Working Days	Jan. 1, 2002	

Highlighted items indicate a new or revised special provision for the letting.

An * indicates the special provision requires additional information from the designer, which needs to be submitted separately. The Project Coordination and Implementation Section will then include the information in the applicable special provision.

The following special provisions have been deleted from use.

File Name	Special Provision Title	<u>Effective</u>	Revised
50481	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010

The following special provisions are in the 2023 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	Special Provision Title	New Location(s)	Effective	Revised
80293	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	Articles 540.04 & 540.06	April 1, 2012	July 1, 2016
80311	Concrete End Sections for Pipe Culverts	Articles 540.07, 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2013	April 1, 2016
80422	High Tension Cable Median Barrier	Articles 644.02, 644.05, 782.01, 782.04, 782.07 & 1097.02	Jan. 1, 2020	Jan. 1, 2022
80442	Hot-Mix Asphalt	Articles 1030.09 & 1030.10	Jan. 1, 2022	Aug. 1, 2022
80444	Hot-Mix Asphalt – Patching	Errata – Article 442.08(b)	April 1, 2022	
80411	Luminaires, LED	Articles 801.05(a), 821.02(d), 821.03, 821.08 & 1067.01-1067.06	April 1, 2019	Jan. 1, 2022
80418	Mechanically Stabilized Earth Retaining Walls	Articles 1003.07 & 1004.06	Nov. 1, 2019	Nov. 1, 2020
80430	Portland Cement Concrete – Haul Time	Article 1020.11(a)(7)	July 1, 2020	
80395	Sloped Metal End Section for Pipe Culverts	Articles 540.07, 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2018	
80318	Traversable Pipe Grate for Concrete End Sections	Articles 540.04, 540.07, 540.08 & 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2013	Jan. 1, 2018

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MAINTENANCE OF ROADWAYS (D-1)	
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TRAFFIC CONTROL PLAN	
TRENCH BACKFILL	
DETECTABLE WARNINGS	
STRUCTURES TO BE ADJUSTED	
SOLAR-POWERED ASSEMBLY (COMPLETE)	
LIGHT POLE FOUNDATION	
LUMINAIRE, LED, SPECIAL	
REMOVAL OF LUMINAIRE, SALVAGE	
MAINTENANCE OF LIGHTING SYSTEM	
REMOVE EXISTING LUMINAIRE	
SODDED LAWN	
SUPPLEMENTAL WATERING	
TREE PROTECTION	
FURNISHING TREES	
REMOVE, STOCKPILE AND REPLACE BRICK PAVED WALKWAY	
WOODEN FENCE RELOCATION	
BOLLARD REMOVAL	
CTATIIC OF LITHITIES (D4)	ຂາ

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the specifications listed in the table below which apply to and govern the proposed improvement designated as Bid and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and govern.

SPECIFICATION	ADOPTED/DATED
Standard Specifications for Road and Bridge Construction	January 1, 2022
Manual on Uniform Traffic Control Devices for Streets and Highways	11 th Edition, December 2023
Illinois Manual On Uniform Traffic Control Devices for Streets And Highways" (ILMUTCD)	Current Edition
Supplemental Specifications and Recurring Special Provisions	January 1, 2024
Manual of Test Procedure of Materials	Current
Standard Specifications for Water & Sewer Main Construction in Illinois	7 th Edition, 2014
Standard Specifications for Traffic Control Items (SSTCI)	Current
Americans with Disabilities Act of 1990 Accessibility Guidelines	Current
"Draft" Rehabilitation Act of 1973 (Section 504)	Current
Public Rights-Of-Way Accessibility Guidelines	Current

LOCATION OF PROJECT

The project is located on Greenleaf Street from Pitner Avenue to Grey Avenue, and along Hartrey Avenue from Greenleaf Street to Greenwood Street in the City of Evanston. The project is a mixture of residential and business properties. The gross and net length of the project is approximately 2,157 feet.

DESCRIPTION OF WORK

The proposed Greenleaf and Hartrey Corridors Streetlight and Sidewalk Improvement Project is a rehabilitation project.

Work will consist of improvements to the following: lighting, sidewalk, curb and gutter, minor sewer laterals and landscaping elements.

Disposal of existing equipment shall be coordinated with the City. The City shall inspect removed equipment and direct the contractor to deliver it to the City or dispose it. 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:

Rajeev Dahal

Senior Project Manager, Engineering Section City of Evanston 2100 Ridge Avenue Evanston, IL 60201 Phone (847) 448-81

SUBSTANTIAL COMPLETION DATE

The substantial completion date for this project is 11/1/2024.

Substantial completion means all items are to be completed except for landscaping and punch list.

Ten (10) working days after the substantial completion date are allowed for cleanup and punch list items.

The contract is expected to be awarded by the City of Evanston in June, 2024.

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 CONTRACTTIME."

City of Evanston Greenleaf and Hartrey Sidewalk and Street Lighting Improvement Project

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 quaranty, either expressed or implied, that

City of Evanston Greenleaf and Hartrey Sidewalk and Street Lighting Improvement Project

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

City of Evanston Greenleaf and Hartrey Sidewalk and Street Lighting Improvement Project

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.

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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 therefrom."

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

WORKING HOURS AND HOLIDAYS

Normal Work Hours

Normal work hours shall be Monday through Friday (excluding legal holidays) between 7:00 am and 4:00 p.m. local time during the calendar dates specified in Article 108.03. Except for work required to maintain warning lights, barricades and other safety/health-related systems no work shall be performed on Saturdays, Sundays, legal holidays, or between 4:00 pm and 7:00 am on other days without specific permission of the Owner. Approved work on Saturday shall be between 8:00 am and 4:00 pm.

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.

Holidays

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:

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:

Thursday, July 4, 2024 Monday, September 2, 2024 Thursday, October 3, 2024 Friday October 4, 2024 Friday October 11, 2024 Independence Day Labor Day Rosh Hashanah Rosh Hashanah Yom Kippur

FAILURE TO COMPLETE THE WORK ON TIME

Should the Contractor fail to complete the work on or before the substantial completion date, the Contractor shall be liable to the City of Evanston in the amount of **\$1.275.00**, not as a penalty but as liquidated damages, for each calendar day or a portion thereof of overrun in the contract time or such extended time as may have been allowed.

In fixing the damages as set out herein, the desire is to establish a certain mode of calculation for the work since the City's actual loss, in the event of delay, cannot be predetermined, would be difficult of ascertainment, and a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the City's actual loss and fairly takes into account the loss of use of the roadway if the project is delayed in completion. The City shall not be required to provide any actual loss in order to recover these liquidated damages provided herein, as said damages are very difficult to ascertain. Furthermore, no provision of this clause shall be construed as a penalty, as such is not the intention of the parties.

A calendar day is every day shown on the calendar and starts at 12:00 midnight and ends at the following 12:00 midnight, twenty-four hours later.

CONSTRUCTION LAYOUT

The Contractor shall provide all construction layout for this project. The Engineer will provide electronic CAD files and vertical and horizontal control points only.

The Contractor shall provide field forces, equipment and material to provide all layout necessary for the construction of this project. Lines and grade of pavement, curb and all other features shall be set at sufficient intervals to assure substantial conformance to plan line and grade.

The Contractor shall be responsible for having the finished work substantially conform to the lines, grades, elevations and dimensions called for in the plans or included in the CAD files. Any inspection or checking of the Contractor's layout by the Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his/her responsibility to secure the proper dimension, grades and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of all control points and shall have them reset at his/her expense when any are damaged, lost, displaced or removed or otherwise obliterated.

Responsibility of the Engineer

- a. The Engineer will locate and reference the control points within or adjacent to the project limits.
 - Locating and referencing the centerline of survey will consist of establishing and referencing the control points of the centerline of surveys such as PC's, PT's and as many POT's as are necessary to provide a line of sight.
- b. The Engineer will establish benchmarks along the project.
- c. The Engineer will make random checks of the Contractor's staking to determine if the work is in substantial conformance with the plans. Where the Contractor's work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.
- d. Where the Contractor, in providing layout, discovers discrepancies, the Engineer will check to determine their nature and make whatever revisions are necessary in the plans
- e. It is not the responsibility of the Engineer, except as provided herein, to check the correctness of the Contractor's stakes; however, any errors that are apparent will be immediately called to the Contractor's attention and s(he) shall be required to make the necessary correction before the stakes are used for construction purposes.
- f. The Engineer will provide CAD files which will be the basis for all of the required layout.

Responsibility of the Contractor

- a. The Contractor shall establish from the given survey points and benchmarks all the control points necessary to construct the individual project elements. S(he) shall provide the Engineer adequate control in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to, line and grade stakes, line and grade nails in form work, and/or filed or etched marks in substantially completed construction work.
 - It is the Contractor's responsibility to tie in centerline control points in order to preserve them during construction operations.
- b. The Contractor shall provide all necessary layout for all improvements constructed as part of this project. This will include all pavements, curbs, light poles, traffic signal poles, all foundations, structures, tree grates, vegetation and any other associated improvement.
- c. All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the Engineer at the completion of the project. All notes shall be neat, orderly and in accepted form. If at any time during construction, discrepancies are identified they shall be promptly brought to the attention of the Engineer.

<u>Method of Measurement and Basis of Payment:</u> This item will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT, which prices shall be payment in full for all services, materials, labor and other items required to complete the work.

ADJUSTMENTS AND RECONSTRUCTIONS (D-1)

Effective: March 15, 2011

Revise the first paragraph of Article 602.04 to read:

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

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

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

Revise Article 603.05 to read:

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

Revise Article 603.06 to read:

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

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

Revise the first sentence of Article 603.07 to read:

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

HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D1)

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

Revise Article 1004.03(c) to read:

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

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

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

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

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

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

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

City of Evanston Greenleaf and Hartrey Sidewalk and Street Lighting Improvement Project

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

"Item Article/Section

(g)Performance Graded Asphalt Binder (Note 6)

1032

(h) Fibers (Note 2)

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

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

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

"MIXTURE COMPOSITION (% PASSING) 1/												
Sieve Size	IL-19.0 mm		SMA 12.5		SMA 9.5		IL- 9.5mm		IL-9.5FG		IL-4.75 mm	
	min	max	min	max	min	max	min	max	min	max	min	max

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1 1/2 in (37.5 mm)												
1 in. (25 mm)		100										
3/4 in. (19 mm)	90	100		100								
1/2 in. (12.5 mm)	75	89	80	100		100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	60	75 ^{6/}	90	100
#8 (2.36 mm)	20	42	16	24 ^{4/}	16	324/	34 ^{5/}	52 ^{2/}	45	606/	70	90
#16 (1.18 mm)	15	30					10	32	25	40	50	65
#30 (600 μm)			12	16	12	18			15	30		
#50 (300 μm)	6	15					4	15	8	15	15	30
#100 (150 μm)	4	9					3	10	6	10	10	18
#200 (75 μm)	3.0	6.0	7.0	9.0 ^{3/}	7.5	9.5 ^{3/}	4.0	6.0	4.0	6.5	7.0	9.0 ^{3/}
#635 (20 μm)			≤ :	3.0	≤ 3	3.0						
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0		1.0
			•			•	•	•		•	•	

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.
- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.
- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.
- 6/ When the mixture is used as a binder, the maximum shall be increased by 0.5 percent passing."

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

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

following requirements.

	Voids in the Mineral Aggregate (VMA), % Minimum for Ndesign							
Mix Design	30	50	70	80	90			
IL-19.0		13.5	13.5		13.5			
IL-9.5		15.0	15.0					
IL-9.5FG		15.0	15.0					
IL-4.75 ^{1/}		18.5						
SMA-12.5 ^{1/2/5/}				17.03//16.04/				
SMA-9.5 ^{1/2/5/}				17.03//16.04/				
IL-19.0L	13.5							
IL-9.5L	15.0	•						

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

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

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

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

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

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

	Breakdown/Intermediate Roller (one of the following)	Final Roller (one or more of the following)	Density Requirement
IL-9.5, IL-9.5FG, IL-19.0 ^{1/}	V _D , P , T _B , 3W, O _T , O _B	V_S , T_B , T_F , O_T	As specified in Section 1030
IL-4.75 and SMA	Т _{в,} 3W, От	T _F , 3W	As specified in Section 1030
Mixtures on Bridge Decks ^{2/}	Тв	T _F	As specified in Articles 582.05 and 582.06.

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

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

"The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design's G_{mb}."

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

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

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

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

AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS (D-1)

Effective: April 1, 2001 Revised: January 2, 2007

Revise Article 402.10 of the Standard Specifications to read:

"402.10 For Temporary Access. The contractor shall construct and maintain aggregate surface course for temporary access to private entrances, commercial entrances and roads according to Article 402.07 and as directed by the Engineer.

The aggregate surface course shall be constructed to the dimensions and grades specified below, except as modified by the plans or as directed by the Engineer.

- (a) Private Entrance. The minimum width shall be 12 ft (3.6 m). The minimum compacted thickness shall be 6 in. (150 mm). The maximum grade shall be eight percent, except as required to match the existing grade.
- (b) Commercial Entrance. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The maximum grade shall be six percent, except as required to match the existing grade.
- (c) Road. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The grade and elevation shall be the same as the removed pavement, except as required to meet the grade of any new pavement constructed.

Maintaining the temporary access shall include relocating and/or regrading the aggregate surface coarse for any operation that may disturb or remove the temporary access. The same type and gradation of material used to construct the temporary access shall be used to maintain it.

When use of the temporary access is discontinued, the aggregate shall be removed and utilized in the permanent construction or disposed of according to Article 202.03."

Add the following to Article 402.12 of the Standard Specifications:

"Aggregate surface course for temporary access will be measured for payment as each for every private entrance, commercial entrance or road constructed for the purpose of temporary access. If a residential drive, commercial entrance, or road is to be constructed under multiple stages, the aggregate needed to construct the second or subsequent stages will not be measured for payment but shall be included in the cost per each of the type specified."

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Revise the second paragraph of Article 402.13 of the Standard Specifications to read:

"Aggregate surface course for temporary access will be paid for at the contract unit price per each for TEMPORARY ACCESS (PRIVATE ENTRANCE), TEMPORARY ACCESS (COMMERCIAL ENTRANCE) or TEMPORARY ACCESS (ROAD).

Partial payment of the each amount bid for temporary access, of the type specified, will be paid according to the following schedule:

- (a) Upon construction of the temporary access, sixty percent of the contract unit price per each, of the type constructed, will be paid.
- (b) Subject to the approval of the Engineer for the adequate maintenance and removal of the temporary access, the remaining forty percent of the pay item will be paid upon the permanent removal of the temporary access

MAINTENANCE OF ROADWAYS (D-1)

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

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

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

PUBLIC CONVENIENCE AND SAFETY (D-1)

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

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

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

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

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

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

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

TRAFFIC CONTROL PLAN

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

List of IDOT	Highway Standards:			
701001-02	OFF-ROAD OPERATION, 2 LANE 2 WAY, OVER 15' AWAY			
701006-05	OFF ROAD OPERATION – 2 LANE 2 WAY –15 FEET TO 24 INCHES			
	FROM PAVEMENT EDGE OF			
701011-04	OFF ROAD MOVING OPERATIONS, 2L, 2W, DAY ONLY			
701101-05	OFF ROAD OPERATION - MULTI LANE - LESS THAN 15 FEET TO			
	EDGE OF PAVEMENT			
701301-04	LANE CLOSURE 2 LANE 2 WAY – SHORT TIME OPERATIONS			
701501-06	URBAN LANE CLOSURE, 2 LANE 2 WAY UNDIVIDED			
701801-06	SIDEWALK CORNER OR CROSSWALK CLOSURE			
701901-09	TRAFFIC CONTROL DEVICES			
720001-01	SIGN PANEL MOUNTING DETAILS			
720006-04	SIGN PANEL ERECTION DETAILS			
720011-01	METAL POSTS FOR SIGNS, MARKERS & DELINEATORS			
780001-05	TYPICAL PAVEMETN MARKINGS			
District 1 Details				
TC-10	TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS,			
	INTERSECTIONS, AND DRIVEWAYS			
TC-13	TYPICAL PAVEMENT MARKINGS			

Contract MOT Special Provisions:

MAINTENANCE OF ROADWAYS (D1)

PUBLIC CONVENIENCE AND SAFETY (D1)

AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS (D1)

TEMPORARY INFORMATION SIGNING

VEHICLE AND EQUIPMENT WARNING LIGHTS

WORK ZONE TRAFFIC CONTROL DEVICES

LRS 3 WORK ZONE TRAFFIC CONTROL SURVEILLANCE

LRS 4 FLAGGERS IN WORK ZONES

The work shall be accomplished such that the streets will be left open to local traffic at the end of each working day.

It will also be necessary for the Contractor to provide advance <u>written</u> notice to residents, police, fire, school districts and trash haulers when access to any street and/or driveway will be temporarily closed or limited. At least one lane access must be provided to all commercial property at all times. Notices shall be delivered 24 hours prior to any temporary closures and shall provide a re-entrance date to the residents. Notices shall be reviewed and approved by the Engineer prior to issuance.

During construction, the Contractor shall provide lighted barricades, flagmen and other temporary protection where necessary for public safety at all times. Should traffic protection be determined to be inadequate by the Engineer, the Village will take the necessary actions to protect the public, and the cost of this work will be charged to the Contractor.

Method of Measurement. This work will not be measured for payment.

<u>Basis of Payment.</u> This work will be considered included in the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL). All temporary pavement marking installation and removal will be included in this pay item.

TRENCH BACKFILL

<u>Description.</u> Work under this item shall be performed in accordance with applicable portions of Sections 208, of the "Standard Specifications", except as herein modified.

The trench depth is the depth from the subgrade to the top of service and any required bedding. Any trench backfill required in excess of the quantity established above, including bedding material, shall be included in the cost of the TRENCH BACKFILL.

DETECTABLE WARNINGS

<u>Description.</u> This work shall consist of furnishing and installing prefabricated "red" linear and radial detectable warning panels from approved material suppliers in the new Portland Cement Concrete (PCC) sidewalk at locations as directed by the ENGINEER. The detectable warning panels shall be the "cast-in-place" model.

Materials. Approved material suppliers are as follows:

- a. Armor-Tile Tactile Systems. www.armor-tile.com
- b. ADA Solutions. www.adatile.com (Composite Panel Paver System)
- c. Detectile Corporation. www.detectile.com

The Contractor shall be responsible for furnishing the specified number of detectable warning panels from the approved list of material suppliers. Prior to purchasing the detectable warnings, the Contractor shall submit for review and approval by the ENGINEER the proposed product information consisting of the following:

- a. Manufacturer's certification stating the product is fully compliant with the ADAAG.
- b. Manufacturer's five year warranty.
- c. Manufacturer's specifications including the required materials, equipment, and installation procedures. Products that are colored shall be colored their entire thickness.
- d. Color chart ("red" color to be determined by the ENGINEER).
- e. Sample Product Panel (24"x48" linear, 24"x48" radial).

Any damaged panel shall be rejected and shall be replaced at no additional expense to the Owner.

<u>Construction Requirements.</u> The Contractor shall install the panels in accordance with the manufacturer's recommendations and details. The panels shall be installed during the construction of the new PCC sidewalk and shall be an integral part of the walking surface. The top of the panel shall be flush with the surface of the sidewalk and only the actual domes shall project above the walking surface.

The detectable warning panels shall be installed at curb ramps, medians and pedestrian refuge islands, at-grade railroad crossings, transit platform edges, and other locations where pedestrians are required to cross a hazardous vehicular way.

Detectable warnings shall also be installed at alleys and commercial entrances when permanent traffic control devices are present.

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Method of Measurement and Basis of Payment. This work will be measured and for at the contract unit price per square foot for DETECTABLE WARNINGS which work includes furnishing and installing the detectable warning per the manufacturer's recommendations and as described herein.

STRUCTURES TO BE ADJUSTED

<u>Description.</u> This work shall be completed in conformance with applicable portions of Sections 602 and 603 of the Standard Specifications. Drainage and utility structures shall be understood to include catch basins, manholes, inlets, and valve vaults.

<u>Method of Measurement and Basis of Payment.</u> This work will be measured and paid for at the contract unit price per each for STRUCTURES TO BE ADJUSTED

SOLAR-POWERED ASSEMBLY (COMPLETE)

Description.

This work shall consist of furnishing and installing the solar-powered assembly complete with LED sign, solar panel, battery pack with charger, LED driver and wireless communications equipment, traffic signal post, warning signs and plaques attached to a breakaway post or other approved mounting system as shown in the plans and as specified by the Engineer. This will also include all signs shown on the detail sheet; R1-5b and R1-6a. This item is the entire system per intersection. (Two Solar-Powered systems, two R1-5b signs and one R1-6a signs are included. The Solar-Powered signs vary per intersection type as shown on detail.)

Materials.

All materials furnished, assembled, fabricated, or installed shall be corrosion resistant. All mounting hardware shall be Type 304 stainless steel.

All components shall be manufactured and assembled as a complete system rated for at least 300 cycles per day. The solar-powered system shall be an easy to install, fully self-contained, weather, corrosion, and vandal-resistant unit with a premium grade UV-resistant head. The system shall be power autonomous without the need for an external power supply. The system shall have an operating temperature range of -20 degrees to 122 degrees Fahrenheit (-15 degrees to 50 degrees Celsius).

The Contractor shall furnish and install two direction LED units mounted to the post as indicated on the plans. All equipment and hardware required to mount the LED and solar engine to the assembly are included in the cost of this item. The LED housing shall be minimum 1/8" thick aluminum.

The batteries shall be sealed, maintenance free and field-replaceable. The battery pack shall have a minimum rated lifespan of 3 years.

The solar engine shall be the high-efficiency type and rated for at least 20 watts. The system shall have the capacity to operate the LEDs continuously for 30 days without solar charging and have automatic light control to provide useful light during extreme conditions that prevent charging over an extended period of time.

Each flashing LED unit shall be activated by one pedestrian push button. The push button shall be included in the cost of the Assembly.

All wiring for connecting the pedestrian push buttons, flasher unit, solar power unit, and other installed components shall be included in the cost of SOLAR –POWERED ASSEMBLY (COMPLETE).

At each intersection, all installed solar powered assemblies must communicate wirelessly using an unlicensed radio band so as to simultaneously commence operation of their

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alternating flashing indications and cease operation simultaneously. The communication equipment shall comply with FCC requirements and the vendor representative shall field test the equipment prior to placing the units in operation.

The LED assembly shall be installed and mounted as indicated in the plans, using a Concrete Foundation Type A. The concrete foundation A is to be included in the cost of this system. A galvanized steel traffic signal post meeting the requirements of Section 875 of the Standard Specifications, of the diameter and length recommended by the LED manufacturer, up to a maximum length of 18 feet.. All posts shall be steel and hot dipped galvanized.

A post shroud of suitable size for the foundation and post, shall be included in the assembly for protection of the base plate. The shroud shall be of sufficient strength to deter pedestrian and vehicular damage. The shroud shall be constructed and designed to allow air to circulate throughout the post but not allow infestation of insects or other animals, and such that it is not hazardous to probing fingers and feet. All mounting hardware shall be stainless steel.

Each assembly shall include signage as shown on the plans. The signs shall be in accordance with Section 720 of the Standard Specifications.

The entire system shall have a minimum 3-year warranty.

The supplier shall be TAPCO, Inc.

Installation.

The solar powered assembly and system shall be installed in strict accordance with the manufacturer's recommendations, applicable portions of Article 880.03 of the Standard Specifications, as shown on the Plans, and as directed by the Engineer.

Mounting of the hardware to the foundation shall be in accordance with the Standard Specifications modified herein and shall follow all manufacturer recommendations. The traffic signal post and shroud shall be installed on the foundation in accordance with the manufacturer recommendations.

The LED and solar engine shall be attached to the structure using rigid galvanized steel conduit, stainless steel straps, manufacturer recommended mounting brackets, and U-bolts.

The solar panel shall be installed at the highest point on the assembly structure, or as directed by the Engineer, and away from the travelled way. The solar engine shall be installed at a 45-degree angle facing the equator (due south) with full unobstructed solar exposure for optimum performance of the system, or as recommended by the manufacturer and directed by the Engineer.

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Basis of Payment.

This item will be paid at the contract unit price each for SOLAR-POWERED ASSEMBLY (COMPLETE), which shall be payment in full for furnishing and installing the support structure finished according to the plans, LED's, solar power equipment, wiring, mounting hardware, control or circuit board hardware, housings, communications equipment, post, shroud, warning signs and plaques and all other materials, labor, hardware, concrete foundation, and connections required to achieve proper operations of the LED assembly to the satisfaction of the Engineer.

LIGHT POLE FOUNDATION

Description. This work shall consist of constructing and installing concrete light pole foundation (straight or offset) as shown on the Contract Drawings.

Materials and Construction Requirements. The concrete foundation shall be constructed and installed per the details in the Contract Drawings, and in conformance with Section 836 of the Standard Specifications. Where soil conditions require support to prevent caving in of the shaft sidewall, the contractor shall be responsible for furnishing and installing a full depth form liner at no additional cost. The Contractor shall locate all utilities. If a utility is found during excavation in conflict with the proposed foundation, the Contractor shall backfill the hole and relocate the foundation at no additional cost. If hydro-excavation is required for any reason it shall be performed at no additional cost.

Measurement and Payment. Concrete foundations shall be measured for payment in feet, along the vertical (and horizontal) centerline(s) of the foundation without overlap.

This work shall be paid for at the contract unit price per FOOT for

LIGHT POLE FOUNDATION, 24" DIAMETER LIGHT POLE FOUNDATION, 24" DIAMETER, OFFSET (ALLOWANCE)

which shall be payment in full for all material, labor and any other items required to complete this work.

LUMINAIRE, LED, SPECIAL

Description.

This work shall consist of furnishing and installing an LED luminaire, as shown on the Contract Drawings. The luminaire shall be complete with LED array, integral electrical components, electronic driver, surge protection, fuses, pole wire and mounting hardware.

Materials and Construction Requirements.

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

The luminaire shall be model Autobahn LED Roadway-Large (ATB2) catalog number ATB2260BLEDE85MVOLTR3BKNLSH, 3000K.

This work shall meet the applicable requirements of Sections 801 and 821 of the Standard Specifications. Each luminaire shall be installed per the manufacturer's instructions. Luminaires shall be securely attached to the end of the light pole mast arm and leveled to provide the proper illumination.

Method of Measurement

Each luminaire, complete with electrical components, pole wire, fuses, and any appurtenances necessary to make the luminaire function once connected into the branch circuit, shall be measured per each unit installed.

Basis of Payment.

This work shall be paid for at the contract unit price EACH for LUMINAIRE, LED, SPECIAL, which shall be payment in full for all material, labor and any other items required to complete this work.

REMOVAL OF LUMINAIRE, SALVAGE

Description.

This work shall consist of removing an existing roadway lighting luminaire and replacing it with new LED luminaire as shown on the plans, as specified herein, and in accordance with the applicable requirements of Section 842.03 of the Standard Specifications.

General

Electrical equipment to be removed and salvaged shall be disassembled as required for the complete removal and safe transport of the item from the work site. Existing luminaires that are to be salvaged shall be boxed in new containers, approved by the Engineer. All electrical equipment shall be hoisted, loaded, and secured to transportation with care to prevent damage. Removal shall include all work and items associated with the equipment as directed by the Engineer.

City of Evanston luminaires to be salvaged shall be delivered to Public Works located at 2020 Asbury Avenue, or as directed by the Engineer.

Basis of Payment.

This work will be paid for at the contract unit price per each for REMOVAL OF LUMINAIRE, SALVAGE which shall be payment in full for all labor, equipment, and material necessary to perform the work specified herein.

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. The request for the maintenance preconstruction inspection shall be made no less than seven (7) calendar days prior to the desired inspection date.

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.

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.

Existing Lighting Systems Requiring Maintenance.

- Power Center 05N-22W
- Power Center 05N-19W
- Power Center 05N-13W
- Power Center 05N-09W

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 each controller and the controller is not part of the contract work, the Contractor needs only to maintain the affected circuits. The affected circuits shall be isolated by means of in-line waterproof fuse holders as specified elsewhere and as approved by the Engineer.

Full Maintenance. If the number of circuits affected by the contract is greater than 40% of the total number of circuits in each 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.

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.

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 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 equipment 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 RESPON SE TIME	SERVICE RESTORATI ON TIME	PERMANE NT 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 Village's Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs 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 Village'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 for. Payment shall not be made retroactively for months in which lighting systems were not operational.

Basis of Payment.

The work shall be paid for at the contract unit price per CALENDAR MONTH for MAINTENANCE OF LIGHTING SYSTEM, which shall be payment in full for all work listed herein and as directed by the Owner's Representative.

REMOVE EXISTING LUMINAIRE

Description. This work shall consist of the removal, salvage, and delivery of existing luminaires as shown on the Contract Drawings.

Materials and Construction Requirements. Electrical equipment to be removed and salvaged shall be disassembled as required for the complete removal and safe transport of the item from the work site. Existing luminaires that are to be salvaged shall be boxed in new containers, approved by the Engineer. All electrical equipment shall be hoisted, loaded and secured to transportation with care to prevent damage. Removal shall include all work and items associated with the equipment as directed by the Engineer.

City of Evanston luminaires to be salvaged shall be delivered to Public Works located at 2020 Asbury Avenue, or as directed by the Engineer.

Measurement and Payment. Electrical equipment to be removed and salvaged shall be measured per each unit removed and salvaged.

This work shall be paid for at the contract unit price EACH for REMOVE EXISTING LUMIANIRE, which shall be payment in full for all material, labor and any other items required to complete this work.

Disposal, if necessary, and disposal fees will be included in the cost of this work and shall not be paid for separatel

SODDED LAWN

DESCRIPTION

This work shall consist of preparing the ground surface and furnishing, transporting and placing salt tolerant sod and other materials as required in the sodding operations.

GENERAL REQUIREMENTS

The work associated with this item shall conform to the following:

- Sod shall be subject to inspection and approval at place of growth and/or upon delivery for conformity to specification requirements. Approval at place of growth shall not impair the right of inspection and rejection upon delivery at the site or during the process of the work. Rejected material shall be removed immediately from the site. Care shall be taken to retain the native soil on the roots during the process of stripping, transporting and placing.
- 2. The sod and workmanship shall be guaranteed against insect or disease infestation, or general failure (not related to watering) for a period of ninety (90) days following final acceptance.

MATERIALS

The materials associated with this item shall conform to the following:

- 1. The sod shall be salt tolerant sod as specified in Sections 252 and 781.03 of the Standard Specification. The contractor shall provide certification from the grower ten days prior to installation that all sod meets the above specifications.
- 2. Fertilizer shall be a commercial grade, granular starter fertilizer with a 10-10-10 N-P-K ratio. The fertilizer shall be applied prior to sodding and shall conform to Article 781.08.
- 3. Water furnished for application shall be potable, free from oil, acid, alkali, salts or other impurities harmful to the best development of the sod.

METHOD OF CONSTRUCTION

The Contractor shall prepare soil, fine grade and install sod as outlined below:

- 1. Prepare topsoil surfaces to an acceptable condition for sodding. The topsoil surfaces shall be loosened to a four (4) inch depth and shall be rolled and fine graded to a final level after settling equal to the level of adjacent curbs, mow strips or pavement, or as shown otherwise on the plans. The Contractor shall supply additional topsoil as required to meet the specified grades for all areas to be sodded.
- 2. Immediately prior to sodding, the Contractor shall clean the topsoil surface of all debris, clods stones or sticks. The Contractor shall apply fertilizer at a rate of 1/4 lb. per 1,000 square feet. Fertilizer shall be watered into topsoil prior to placement of sod.
- All soil surfaces shall be moist when the sod is placed. When directed by the Engineer, the Contractor shall be required to apply water to dry soil surfaces at a minimum rate of 1 gallon/ square yard immediately prior to placing the sod.

- 4. The sodding operations shall be done in such manner that workers will not walk on the prepared topsoil surface but shall walk on the previously laid sod.
- 5. Sod shall be laid so that no voids or air pockets occur and with tight joints and staggered seams. Seams shall he staggered a minimum of 15 to 18 inches.
- 6. At the shade and ornamental tree mulch beds, the Contractor shall start by outlining the mulched tree beds for approval by the Engineer. The lines between the mulch and sod shall be flowing and smooth with no sharp bends or kinks, as shown on the landscape drawings. The Contractor shall use radii points to achieve smooth lines when so directed by the Engineer. Following approval of lines by the Engineer, the Contractor shall define the limits of the sodded areas by laying full size pieces of sod parallel to the lines of the mulch beds, and shall then fill in the areas in between these lines. At the smaller, tighter curves of the mulch beds, the Contractor shall cut joint to ensure a tight fit, and no overlapping pieces will be allowed.
- 7. Within forty-eight (48) hours of laying an area of sod, it shall be rolled and/or tamped to obtain a smooth firm surface and to prevent air pockets from forming between the underside of the sod strips and the surface of the soil.
- 8. The completed sod surface shall be true to finished grade, even and firm over the entire area.
- 9. Watering: Within two (2) hours after the sod has been placed five (5) gallons of water per square yard shall be applied. Thereafter, on days designated by the Engineer, additional water shall be applied at the rate of three (3) gallons per square yard. The number of additional applications shall not exceed fourteen (14) during the period of establishment, which is defined as the period of time between sod placement and when the sod becomes knitted to the soil and is growing in place. All watering described shall be done with a spray application. An open- end hose will not be acceptable. The manner of watering shall meet the approval of the Engineer.
- 10. The initial mowing shall be made when the sodded areas are fully knitted to the soil and show satisfactory growth of the grasses specified to a three (3) inch height, free of lines and bare spots and free of weeds and coarse native grasses. Two additional mowings shall be made weekly, following the initial mowing. Do not water prior to mowing to avoid tracking and compaction.
- 11. Following the initial and two (2) additional mowings, inspection of sodded areas for final acceptance, in whole or in part, will be made by the Engineer upon the written request of the Contractor. The Contractor shall be responsible for theft or damage to the sod until final acceptance. Areas not considered acceptable shall be replaced and have continued maintenance until acceptance.

METHOD OF MEASUREMENT

Sodding will be measured for payment in place and the area computed in square yards. To be acceptable, the sod shall be in a live, healthy condition and knitted to soil. When directed by the Engineer, any defective or unacceptable sod shall be removed, replaced and watered by the Contractor at no additional cost and in accordance with the requirements specified. Only acceptable sod will be measured for payment. The initial and seven (7) additional waterings shall not be measured for payment. Reworking and moistening the soil surface prior to sodding shall not be measured for payment but considered incidental to Sodded Lawn. The initial fertilizer application

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shall be considered incidental to Sodded Lawn and shall not be measured for payment. Initial and two (2) additional mowings shall be considered incidental to Sodded Lawn.

BASIS OF PAYMENT

Furnishing and installation of the sod will be paid for at the contract unit price per square yard for SODDING, SALT TOLERANT, which price shall include fine grading, all labor, material and equipment necessary to furnish, install and maintain the sod, the initial and seven (7) additional waterings, and the initial and two (2) additional mowings. The unit price shall also include all fertilizer, nutrients, agricultural ground limestone, pins, stakes, watering and reworking of crusted topsoil as required

SUPPLEMENTAL WATERING

<u>**DESCRIPTION:**</u> This work shall consist of supplemental watering during periods of intense heat or subnormal rain fall, when requested, after the initial and seven (7) additional waterings included in the sodding item have been performed.

<u>GENERAL REQUIREMENTS:</u> Supplemental watering shall be performed only when directed by the Resident Engineer. Water shall be applied at the rate specified by the Engineer within 24 hours of notice. Supplemental watering may be performed during the period of establishment or any time prior to final acceptance of the project.

Water furnished for application shall be free from oil, acid, alkali, salts or other impurities harmful to the best development of the sod.

Watering shall be done with a spray application. An open end hose will not be acceptable. The method of watering shall meet the approval of the Resident Engineer.

METHOD OF MEASUREMENT: Supplemental watering will be measured for payment in units of 1,000 gallons of water applied on the sodded and planting areas.

BASIS OF PAYMENT: Supplemental watering will be paid for at the contract unit price per unit for SUPPLEMENTAL WATERING.

TREE PROTECTION

SCOPE OF WORK: All trees shall be protected and cared for during the construction in accordance with the applicable Articles of Section 201 of the Illinois Department of Transportation, Standard Specifications and this Special Provision, with the following revisions. If construction is to occur within the root zone of existing plant material, root pruning will be required where directed by the Engineer and/or Village Forester, and shall be done so in the presence of the Village Engineer or Forester or qualified Arborist (hired by the Contractor), prior to digging. The root zone shall be considered as the area around a plant or tree extending at least as far from the base as the longest horizontal branches. All costs for root pruning and costs for the Arborists shall be paid for by the Contractor and shall be included in the cost of the contract. No additional compensation will be allowed for root pruning or Arborist's fees.

Every effort should be made by the Contractor when working near trees and shrubs to preserve same from harm. No trees or shrubs shall be removed unless authorized in the field by the Engineer. The Contractor shall provide the Engineer notification ten (10) working days prior to the removal of any tree or shrub. The Contractor shall be responsible for damage to or loss of any tree or shrub not specifically designated to be removed.

CONSTRUCTION REQUIREMENTS: This work will consist of root pruning with an approved mechanical root pruning saw which cuts the horizontal limits of earth excavation and shall be performed prior to excavation where so indicated on the plans or as directed by the Engineer. Whenever roots of plant material are exposed during excavation, the damaged root ends are to be removed by being cut off cleanly.

The Contractor shall take special care not to disturb any trees within the construction area. Construction procedures and equipment use shall be such that a minimum of root disturbance is achieved.

To prevent damage to public trees and prevent contamination of bituminous materials, the Contractor, when so directed by the Engineer, shall cut any limbs overhanging the street which may interfere with construction operations in accordance with the requirements of Section 201 of the "Standard Specifications for Road and Bridge Construction", latest edition, insofar as they apply. Work shall be done in accordance with ANSI A300 Pruning Standards, Part (1) (2017).

Damage to trees limbs shall be held to a minimum. Shrubs and trees limbs shall be tied back wherever necessary to prevent their loss or damage. Wherever damage by construction equipment to limbs and branches are unavoidable, they should be pruned before starting work in accordance with Articles 201.06 of the Standard Specifications. Work shall be done in accordance with ANSI A300 Pruning Standards, Part (1) (2017).

Small trees (less than 4 inches in diameter) and shrubs not indicated for removal which are removed or severely damaged during construction shall be replaced in kind and size by the Contractor at no additional cost to the Village, Engineer, or Resident. All planting shall be done in accordance with Section 1081 of the Standard Specifications and ANSI A300, Planting and Transplanting Part (6) (2012).

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Damages at the rate of two hundred dollars (\$250.00) per inch of trunk diameter shall be charges against the Contractor for unauthorized removal or destruction of any tree four (4) inches in diameter or larger. The protection and care of trees and shrubs as herein specified will be included in the cost of the Contract.

In addition, this work shall also consist of the professional TREE ROOT PRUNING, as shown on the plans or as directed by the Engineer or Forester, in preparation for storm sewer installation, as shown on the plans and as directed by the Engineer. This work shall be performed in accordance with Section 201 of the "Standard Specifications for Road and Bridge Construction", latest edition. All root pruning shall be completed prior to the commencing storm sewer construction.

METHOD OF MEASUREMENT: Furnishing and installing TREE TRUNK PROTECTION and all associated equipment and materials will be measured in place per EACH.

BASIS OF PAYMENT: All TREE PROTECTION AND PRESERVATION, described herein, shall not be paid for separately but shall be considered as incidental to the contract, including TREE ROOT PRUNING. This work shall be paid for per EACH tree to receive protection measures.

FURNISHING TREES

PERENNIAL PLANTS. ORNAMENTAL TYPE. GALLON POT

TOPSOIL PLANTING MIXTURE

MULCH, SHREDDED HARDWOOD BARK, 3"

MULCH, DECOMPOSED MUSHROOM COMPOST, 2"

DESCRIPTION

This work shall consist of furnishing, transporting, and planting woody plants such as trees and shrubs. The work shall also include the preparation of subsoil, placing of topsoil, planting, mulching, fertilizing, and maintenance. Refer to Soils, Structural for structural soil specifications related to this work. This work shall be completed as detailed in the plans.

GENERAL REQUIREMENTS:

Trees, plants and groundcover shall be installed by an experienced installed who has completed installation of trees, plants and groundcover. Reference information regarding trees and shrubs can be obtained from ANSI Pruning Standards, A300 Part 1 (2017) and from the publication: ANSI Z60.1 - Nursery Stock (2016).

SUBMITTALS

Submit certificates of inspection as required by governmental authorities and submit manufacturer's certified analysis for soil amendments and fertilizer materials. Submit other data substantiating that materials comply with specified requirements. Submit planting schedule showing scheduled dates for each type of planting in each are of the site. Submit typewritten instructions recommending procedures to be established for the annual maintenance of landscape work. Submit at the beginning of the maintenance period. Landscape Architect shall receive copies of all instructions when issued.

DEFINITIONS

Weeds: Include Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

QUALITY ASSURANCE

Conformance with Laws: Comply with any State or Federal laws including regarding inspection of plant materials for plant diseases and insect infestation and use of agricultural chemicals. Any required inspection certificates shall accompany each shipment and on arrival, be filed with the Resident Engineer. Each shall be the Contractor's responsibility to conform to all federal, state, and local rules and regulations governing the transportation of plant materials. The Department of Agriculture, Division of Plant Industries may have such information.

Installer Qualifications: The landscape construction described herein shall be performed by a single pre-approved Contractor specializing in the installation and maintenance of ornamental

landscape plantings and large caliper (over 6" caliper) tree installation with a minimum of five (5) years' experience on comparable projects with installation of landscape plantings of trees, shrubs, and groundcovers contained on or adjacent to major urban streets or roadways. Submit Contractor's list of past experience on comparable projects within the past five- (5) years, copies of all chemical applicator's licenses, and names and qualifications of key personnel at time of bid. Contractor shall have a current spray applicator's license and use a licensed applicator for all spraying operations. Submit at time of bid.

Nursery Qualification: Nursery must be a company specializing in growing and cultivating of plants with five (5) years' experience. Nursery must follow ANSI Z60.1 (2014).

Tree Pruning standards are to conform with the ISA ANSI A300 Standards (2017) and Pruning Standards for Planting and Transplanting, ANSI A300 (Part 6).

Standard and Industry Specifications: Any materials or operations specified by reference to the published specifications of a manufacturer, supplier, American Society of Testing Materials.

REGULATORY REQUIREMENTS

Comply with regulatory agencies for fertilizer composition.

MATERIALS

Delivery Storage and Handling:

Packaged Materials: Deliver packaged materials in manufacturer's containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery, and while stored at the site.

Plant Materials: Provide freshly dug trees and shrubs. Do not use trees or shrubs which have been in cold storage or heeled-in. Provide balled and burlapped plants. Dig plants designated (B&B) in plant list with firm, natural balls of earth of sufficient diameter and depth (as shown in Plant Schedule) to encompass the fibrous and absorbing system necessary for full recovery of plant. Firmly wrap balls with burlap or similar material and bind with twine, cord, or wire mesh. Where necessary to prevent breaking or cracking of ball during process of planting, secure ball to a platform. During shipment, protect plants with tarpaulin or other suitable covering against excessive drying from sun and wind. Cover balls of (B&B) plants that cannot be planted immediately upon delivery with moist soil or mulch or other protection from drying. Water plants as necessary until planted. If planting is delayed more than six hours set plants in shaded area. Protect plant foliage of trees and shrubs with anti-desiccant prior to transportation.

Environmental Requirements: Do not install plant life when ambient temperatures may drop below 35 degrees Fahrenheit or rise above 90 degrees Fahrenheit. Do not install plant life when wind velocity exceeds 30 mph.

Job Conditions:

Site Observation: Installer must examine the subgrade, including rubble conditions, verify the elevations, observe the conditions under which work is to be performed, and notify the Landscape Architect and Resident Engineer of unsatisfactory conditions. Proceeding with the work constitutes acceptance of existing or corrected conditions.

Utilities: Determine locations of underground utilities and perform work in a manner that will avoid damage. Hand excavate, as required, to minimize possibility of damage to underground utilities. Protect grade stakes set by others until all parties concerned mutually agree upon removal.

Scheduling: Proceed with and complete the landscape work as rapidly as portions of the site become available, working within the seasonal limitations for each kind of landscape work required.

Excavation During Planting: When conditions detrimental to the plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify the Resident Engineer, Village Forester and Landscape Architect before planting.

Planting Time: Plant or install materials during normal planting seasons for each type of landscape work required. Correlate planting with specified maintenance periods. Planting season for trees and shrubs is from October 1 to November 15 (Fall) and April 15 to May 15 (Spring). Planting season for perennials and groundcover is during spring or early summer. On the full responsibility of the Contractor, planting operations may be conducted under unseasonable conditions without additional compensation. The evergreen holiday tree shall be installed in April 2021.

Existing Trees: Notify the Resident Engineer, Village Forester and Landscape Architect immediately if the existing tree roots are encountered in the process of executing the work of this contract. Do not proceed with any work in the area of the disrupted roots until the Village Forester has been notified.

WARRANTY

Warrant that all work in this section shall be free from defects of materials and workmanship from initial acceptance of the project until one year of initial acceptance. Warrant all plant materials during this period to be in good, healthy, and flourishing condition. Correct any unsatisfactory or nonconforming work including replacement of dead plant material until termination of warranty obligations. The Engineer will make a final inspection to determine replacements upon completion of the work. All perennials determined for replacement shall be replaced in September and all tree and shrub replacements shall be made in October.

MAINTENANCE SERVICE

Maintain plant life for one (1) year after the Date of Substantial Completion. Maintain plant life immediately after placement. Continue maintenance until termination of warranty period. Inspect plants for watering needs at least twice each week and water as necessary during maintenance period to final acceptance.

Maintenance to include:

- 12. Cultivation and weeding tree pits.
- 13. Monitor watering schedule with Resident Engineer and Village Forester
- Pruning, including removal of dead or broken branches and treatment of pruned areas or other wounds.

- 15. Disease control.
- 16. Maintaining wrapping. Repair or replace accessories when required.
- 17. Replacement of mulch.
- 18. Resetting of plants to proper grades or upright positions if necessary.
- 19. Maintaining planting bed "v-cut" edges.

TREES, PLANTS, AND GROUNDCOVER

Refer to the Plant List on Plans, for specific types and quantities of plants to be furnished.

Source: Plants shall be nursery grown, not field collected, in accordance with good horticultural practices, root pruned within the last two years. Sources of all plant materials shall be within a 200-mile radius of the site, or if not available, from locations approved by the Engineer.

Plant Hardiness: All plants provided by the contractor shall be grown under climate conditions similar to those in the locality of the project for at least two years. Plants are to be from sources which are located in Hardiness Zones 5a or 4b, as interpreted by the Engineer form the United States Department of Agriculture, USDA Plant Hardiness Zone Map Miscellaneous Publication Number 1475.

Quality: All plants shall be true to genus, species, and variety and have a normal habit of growth. They shall be sound, healthy, and vigorous, well branched and densely foliated when in leaf, be free of disease, insect pests, eggs, or larvae, and have healthy well-developed root systems. They shall be free from physical damage or adverse conditions that would prevent thriving with the specified result. Plants shall be of specimen quality. Undergrown, overgrown or root bound plants are not acceptable quality. All plants shall show evidence of satisfactory growth prior to Final Acceptance.

Trees: All trees shall be in a healthy vigorous condition, free of dead or broken branches, scars that are not completely healed, frost cracks, disfiguring knots, broken or abraded bark, redundant leader or branches (no double leaders), rubbing branches or aberrations of any kind. All trees shall have full even and well developed branching with single primary leader. Trees shall be dense foliated when in leaf, all trees shall be balled and burlapped (B&B) and shall be dug with a firm rootball of natural earth of a size in proportion to the plant size, measured by caliper, height and spread. Spaded trees shall not be acceptable.

Shrubs: Full plants with many branches after planting and free of objectionable disfigurements. All shrubs shall be Balled and Burlaped (B&B), except those that are labeled to be from containers on the Plans. Bare root plants are not acceptable.

Container Plants: Thoroughly rooted within the container but not root-bound.

Perennials: Vegetatively propagated to ensure the genus, species, and variety specified.

Size: Conform to the measurements specified in the Plant List or on the plans measured before pruning when their branches are in their normal positions. Height and spread dimensions specified refer to the main body of the plant and not from root tips to top. A cane is considered a primary stem that starts from close to the ground or at a point not higher than one-fourth (1/4) the height. Plants

that meet the measurements specified, but do not possess a normal balance between height and spread, are not acceptable quality.

Substitutions: Substitutions may be permitted, only if proof is submitted that any plant specified is not obtainable. Such proof shall be submitted in writing and shall contain the telephone logged time of call, nursery name and telephone number, with a minimum of one dozen nurseries called. Unavailability will be subject to verification by the Engineer. If not available, a proposal will be considered for use of nearest equivalent size of variety with an equitable adjustment of contract price.

SOIL MATERIALS

Use of site topsoil as required to complete landscape work as shown on drawings. All topsoil proposed for use, whether from on-site or imported shall be tested for conformance to the specifications.

Topsoil shall be fertile, friable, natural loam, taken from a naturally well drained site where topsoil occurs in a depth of not less than 4 inches; do not obtain from bogs or marshes. Topsoil shall be suitable for vigorous plant growth and not frozen or muddy. Topsoil shall be free from subsoil, clay, brush, weeds, stones larger than one (1) inch in diameter, stalks, roots and other material that would be toxic or harmful to plant growth. Acidity range pH 6.0-7.0, not less than 3% humus as determined by loss on ignition of moisture free samples dried at 100 degrees Centigrade. The Landscape Architect reserves the right to reject topsoil in which more than 60% of material passing V.S.S. #100 sieve consists of clay as determined by the Bouyoucuous Hydrometer by dried weights of materials. Analysis for organic matter and clay made in accordance with current methods of the Association of Official Agricultural Chemists. Soil testing should be tested by a 3rd party agency and submitted for review and approval by the Resident Engineer and Landscape Architect.

SOIL AMENDMENT MATERIALS

Commercial Fertilizer, peat, composts and other soil additives shall be used to counteract soil deficiencies as recommended by the soil test analysis.

Peat for Soil Mix: A natural residue of native type formed by decomposition of reed peat or sedge peat, by not peat moss, from a fresh water site, conditioned in storage piles after excavation for at least six months, including one freezing and one thawing period, and when delivered from storage piles shall contain between 35% and 65% moisture by weight, shall be free from lumps, sticks, stones, weedy roots, or other foreign matter. Organic matter shall be not less than 90% on a dry weight basis (samples dried at 110 degrees Centigrade). Ash on dry basis shall be not more than 20%, shall be low in content of woody material and iron.

Lime: Natural limestone containing not less than 85% of total carbonates, ground so that not less than 90% passes a 10-mesh sieve and not less than 50% passes a 100-mesh.

Sand: Clean, washed sand, free of toxic materials.

Sulfur: In a form generally accepted for landscape use, granular as specified by the Engineer, according to the soil test recommendations.

Water: Clean, fresh, and free of substances or matter, which could inhibit vigorous growth of plants.

PLANTING SOIL MIX

Topsoil Mixture (5 parts) for the Tree, Shrub and Groundcover Planting: Materials thoroughly mixed by hand or rotary mixer in the following proportions by volume: three (3) parts topsoil; one (1) part peat; one (1) part sand.

Topsoil Mixtures have a true pH value of 6.0 - 6.5. Contractor shall amend the topsoil mix as necessary, at his own expense, to bring the proper pH range, by mixing with limestone or sulfur as required by soil analysis.

Compacted Topsoil and Planting Mix thickness at the following areas:

- Shrub Beds: (24") twenty-four inches.
- Perennial and Groundcover Beds: (24") twenty-four inches.
- Tree Pits: (6") six inches below tree ball and (24") twenty-four inches around tree ball circumference.

MULCHES

Bark Mulch: Occurs at tree planting areas. Clean finely shredded hardwood bark, not to exceed two (2) inches in its largest dimension, free of foreign matter, sticks, stones, and clods. Mulch shall be installed at 3" depth.

Decomposed Mushroom Compost: Occurs at perennial and groundcover planting areas. Mulch shall be installed at 2" depth

ACCESSORIES

Wrapping Materials: Burlap of first quality at least 8 ounces in weight, not less than 6" nor more than 10" in width, or heavy crepe paper or such other material as may be approved.

Tree Support Stakes: Rough sawn hard wood free of knots, rot, cross grain, bark, long slivers, or other defects that impair strength. Minimum 2 inches square or 2 ½ inch diameter by 8 feet long, pointed at one end. Paint or stain wood stakes dark brown. The evergreen holiday tree requires tree supports as specified in the details.

Guying wire: 12 gauge galvanized steel.

Hose Chafing Guards: New or used 2 ply, $\frac{3}{4}$ inch diameter, reinforced rubber or plastic hose, black or dark green, all of same color.

Flags: White surveyor's plastic tape, 6 inches long, fastened to guying wires or cables.

Driven Anchors: May be used instead of guy stakes for trees with 3 to 6 inch caliper. Malleable iron, arrow shaped, galvanized.

Turnbuckles: Zinc coated with 6 ½" lengthwise opening and at each end 3/8" diameter threaded openings fitted with screw eyes.

Anti-Desiccant: Emulsion type, film-forming agent similar to Dowax by Dow Chemical Co., or Wilt-Pruf by Nursery Specialty Products, Inc., Croton Falls, New York, designed to permit transpiration but retard excessive loss of moisture from plants. Deliver in manufacturer's fully identified containers and mix and use in accordance with manufacturer's instructions.

SOURCE AND QUALITY CONTROL TESTS

Inspection of Plant Materials: Trees and shrubs shall be tagged by the Village Forester.

Testing of Topsoil: Before preparation, topsoil is subject to acceptance. Submit written analysis and proceed only upon acceptance. Should tests show that the topsoil does not comply with specifications, treat the soil by the addition of soil to standards specified.

EXECUTION

Prior to planting, clear surfaces of trash, debris, and stones larger than 1-1/2" in diameter, and all roots, brush, wire, grade stakes and other objects which would interfere with planting and maintenance operations. Verify grades established during final soil preparation as true to finish contours shown and maintain such areas until the directive to begin planting. Level undulations or irregularities in the surface resulting from soil amendment operations prior to planting.

Examination: Examine the subgrade and conditions including elevations and extent of rubble under which landscape work items are to be installed. Advise Resident Engineer and Landscape Architect of problems. Do not proceed with the work until satisfactory conditions have been corrected. Verify that prepared subsoil and planters are ready to receive work. Saturate soil with water to test drainage.

Preparation of Subsoil: Eliminate uneven areas and low spots. Remove debris, roots, branches, and stones, in excess of ½ inch in size. Remove subsoil contaminated with petroleum products. Scarify subsoil to a depth of 3 inches where topsoil is scheduled. Scarify in areas where equipment used for hauling and spreading topsoil has compacted soil. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations and outline areas and secure Landscape Architect's acceptance before start of planting work. Make minor adjustments as may be requested.

Excavation for Trees and Shrubs: Excavate pits and beds with vertical sides and with bottom of excavation slightly raised at center to provide proper drainage. Loosen hard subsoil in bottom of excavation. For balled and burlapped (B&B) trees, make excavations three times greater in diameter than the ball diameter and equal to the ball depth, plus an allowance for setting ball on a three (3) inch layer of compacted planting soil mixture. Pits for shrubs shall be at least one (1) foot greater in diameter than the ball and shall be a minimum of sixteen (16) inches deep. Contractor shall excavate additional depth, if necessary, to provide a minimum pit depth of six (6) inches deeper than the ball. Do not mix planting soil or use as backfill unless authorized to do so. Fill excavations for trees and shrubs with water and allow to percolate out before planting. If excavations indicate inadequate drainage, advise Resident Engineer, Village Forester and Landscape Architect immediately. Dig plant pits and have soil for planting ready before plants are delivered.

PLANTING

Excavation, Setting, and Planting: Excavate soil mix for the installation of plantings. Being careful not to damage root balls, set trees and shrubs in centers of pits on layers of soil mix, plumb and straight and at such a level that, after settlement, the crown to the tree or shrub root balls shall be at finish grades. All backfill for plantings shall be done with specified soil mix. Brace plants rigidly in

City of Evanston Greenleaf and Hartrey Sidewalk and Street Lighting Improvement Project

position until the planting soil has been tamped solidly around the ball and roots. Tamp thoroughly before installing remainders of the planting soil to the top of pits, eliminating all air pockets.

Tree Planting: Set trees centrally in pits so that all trunks are straight and plumb. Plant trees so that the root flare is visible and at grade or slightly above grade when installed.

Balled and Burlapped Plants: For balled and burlapped plants, loosen ropes and burlap wraps at the top of plant. Remove burlap from top of plant and dispose of.

Container Plants: Being careful not to damage root balls, set container grown stock as specified for balled and burlapped work. Remove containers from sites and legally dispose of off-site.

Initial Watering: Thoroughly water all plantings saturating the rootballs immediately after planting, the same day as planting. Consult with Engineer and Village Forester on watering methods.

Relationship to Grade: After planting and settlement, plants shall bear the same relationship to finish grade as they did in the nursery. Where soil mix exceeds 4" in depth between drainage course and bottom of root balls, install high enough to achieve this relationship after settlement.

Mulching: Mulch all plantings immediately after planting, as planting progresses, the same day as planted. Mulch all trees and shrubs with a 3" layer of specified shredded hardwood mulch. Mulch all perennials and groundcovers with a 2" layer of specified decomposed mushroom compost.

Forming Basins: Smooth planting areas to conform to specified grades after full settlement has occurred and mulch has been applied. Form a shallow saucer around shrubs, 3" deep capable of holding water about each plant by depressing soil slightly below finished grades. Raise basin rims above general finished grades on low sides of sloped areas by placing topsoil around the edge of each pit.

INSTALLATION OF ACCESSORIES:

Mulching: Mulch all plantings immediately after planting, as planting progresses, the same day as planted. Mulch all trees, shrubs and perennials with a 3" layer of specified shredded hardwood bark mulch. When mulching groundcover beds, do not bury leafy stems under mulch material.

Spray: Spray to retard transpiration before digging of each tree, with anti-desiccant, using powder spray to apply an adequate film over trunks, branches, twigs, and foliage. If deciduous trees or shrubs are moved in full leaf, spray with anti-desiccant at nursery before moving and again 2 weeks after planting. Anti-desiccant shall be applied to all evergreen plants in late fall.

Soil Separator: Place soil separator fabric over gravel fill in tree pits before backfilling with topsoil mix or placing plants. Fabric shall not be installed near structural soil trench.

Guying: As identified in the project documents, support trees planted in lawn immediately after planting. All trees planted in lawn to be supported as described herein. Any other method preferred must first be approved by Village Forester. Use three guys equally spaced.

PLANT SUPPORT

Brace plants on sloped areas vertically with plant protector wrapped guy wires and stakes to the following:

Tree Caliper Tree Support Method

1 inch (25 mm) 1 stake with one tie

1 - 2 inches (25 - 50 mm) 2 stakes with two ties

2 - 4 inches (50 - 100 mm) 3 guy wires [with eye bolts and turn buckles]

Over 4 inches (100 mm) 4 guy wires [with eye bolts and turn buckles]

TREE PRUNING AND REPAIR

Upon completion of work under this contract, prune and repair injuries to all plants. Each plant shall be pruned in accordance with standard accepted practice and to preserve the natural character of the plant unless otherwise directed by the Village Forester. Never cut a leader. Make cuts flush, leaving no stubs. All dead wood or suckers and all broken or badly bruised branches shall be removed. Remove and replace excessively pruned or deformed stock resulting from improper planting.

FIELD QUALITY CONTROL

Plants will be rejected if a ball of earth surrounding roots has been disturbed or damaged prior to or during planting.

MAINTENANCE

Begin maintenance immediately after planting. Maintain trees and shrubs until final acceptance, but in no case less than one full year after planting. Neatly trim plants where necessary. Immediately remove clippings after trimming. Water to prevent soil from drying out. Control growth of weeds. Replace plants that die during the maintenance period at once, unless designated otherwise by Village Forester. Arrangement may be made for maintenance, or portions of maintenance plantings, to be performed by an approved subcontracted local maintenance company during the one-year maintenance period and until final acceptance.

CLEAN UP AND PROTECTION

During landscape work, store materials and equipment where directed. Keep pavements clean and work area in an orderly condition. Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed

FINAL INSPECTION AND ACCEPTANCE

At the completion of all planting work, and before the beginning of the warranty period, the initial inspection shall be performed. The landscape work may be observed from acceptance in parts agreeable to the Landscape Architect, provided the work offered for observation is complete, including maintenance, and that the area comprises one complete entire area of substantial size. The Contractor shall request the Landscape Architect in writing for a formal inspection of the planting

work. At the time of inspection, the Contractor shall have all planting areas under the contract free of weeds and neatly cultivated. If a number of plants are sickly or dead at the time of inspection or, if in the Landscape Architect's opinion, workmanship is unacceptable, written notice will be given by the Landscape Architect to the Contractor in the form of a punch list, which itemizes necessary planting replacements and/or deficiencies to be fixed. The Contractor's responsibility for maintenance of all the plants shall be extended until replacements are made or other deficiencies are corrected. All dead and unsatisfactory plants shall be removed promptly from the project. Replacements shall conform in all respects to the specifications for new plants and shall be placed in the same manner. If after the inspection the Landscape Architect is of the opinion that all work has been performed as per the Drawings and Specifications and that all the plant materials are in satisfactory growing condition, he/she will give the Contractor written notice of acceptance and commencement of the warranty period. Trees shall be approved by Village Forester.

FINAL CLEAN UP

At the time of final inspection of work, and before final acceptance, clean any paved areas that are dirty or stained due to work of this section by sweeping or washing, and remove any stains.

A schedule of specified topsoil mix depths follows below:

		•
DEPTH	PAY ITEM	APPLICATION
24"	TOPSOIL MIX	SHRUB, PERENNIAL AND GROUNDCOVER PLANTING AREAS
36"	TOPSOIL	TREE PLANTING AREAS
	MIX	

A schedule of specified mulch depths follows below:

	A defidual of opening major depute fellows below.					
DEPTH	PAY ITEM	APPLICATION				
3"	MULCH,	ALL TREE PLANTING AREAS				
	SHREDDED					
	HARDWOOD					
	BARK					
2"	MULCH,	ALL PERENNIAL AND GROUNDCOVER AREAS				
	DECOMPOSED					
	MUSHROOM					
	COMPOST					

METHOD OF MEASUREMENT

TREE (SPECIAL) will be measured for payment per each unit.

PERENNIAL PLANTS, ORNAMENTAL TYPE, GALLON POT will be measured for payment per each unit. Topsoil Planting Mixture will be measured for payment per cubic yard.

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BASIS OF PAYMENT

The work for furnishing TREES (SPECIAL); PERENNIAL PLANTS, ORNAMENTAL TYPE, GALLON POT will be measured for payment per each unit. TOPSOIL PLANTING MIXTURE will be measured for payment per cubic yard. MULCH, SHREDDED HARDWOOD BARK, 3" and MULCH, DECOMPOSED MUSHROOM COMPOST, 2" will be measured for payment per cubic yard. These prices shall include all materials, equipment, labor and other incidentals necessary to complete this work.

REMOVE, STOCKPILE AND REPLACE BRICK PAVED WALKWAY

<u>DESCRIPTION:</u> This work shall consist of removing existing brick pavers, stockpiling the brick in public ROW, reconstruction of brick paved walkway, and returning remaining brick to the property owner.

<u>GENERAL REQUIREMENTS:</u> Removal and replacement of brick paved walkway shall be performed in the public ROW where proposed sidewalk will conflict with the existing brick paved walkway leading up to the houses. The bricks shall be carefully removed and stockpiled within the public ROW by the contractor. Any brick used to replace paved walkway on either side of new sidewalk shall be in good condition. The area of the walkway that will be replaced shall be leveled and sand will be placed prior to brick placement.

Leftover brick that was stockpiled from the existing brick paved walkway that is not used to replace the walkway shall be returned to the home owner.

<u>Method of Measurement:</u> Remove, stockpile and replace brick paved walkway will be measured for payment in units of square feet of area disturbed by construction.

BASIS OF PAYMENT: The work for REMOVE, STOCKPILE AND REPLACE BRICK PAVED WALKWAY will be measured for payment per square foot. These prices shall include all materials, equipment, labor and other incidentals necessary to complete this work.

WOODEN FENCE RELOCATION

<u>DESCRIPTION:</u> This work shall consist of removing existing wooden fence in the existing condition and relocate the fence to the proposed location the the ROW.

<u>GENERAL REQUIREMENTS:</u> Relocation of wooden fence shall be performed where existing wooden fence conflicts with proposed sidewalk. The contractor shall take great care to protect the condition of the wooden fence during the process of relocation. Any existing fence foundations shall be replaced in kind at the proposed new location for the relocated wooden fence. Any leftover wooden fence not required to replace the fence shall be returned to the homeowner.

<u>METHOD OF MEASUREMENT:</u> Wooden fence relocation shall be measured for payment in units of feet of the length of wooden fence to be relocated.

BASIS OF PAYMENT: The work for WOODEN FENCE RELOCATION will be measured for payment per foot. These prices shall include all materials, equipment, labor and other incidentals necessary to complete this work.

BOLLARD REMOVAL

DESCRIPTION: This work shall consist of removing existing bollard.

<u>GENERAL REQUIREMENTS:</u> Bollard removal shall be performed where existing bollard conflicts with the proposed sidewalk. Work shall include all excavation required to remove the bollard foundation, removal of the bollard, backfilling ground where foundation was removed in accordance to standard sidewalk subbase requirements, and all disposal of materials removed.

METHOD OF MEASURMENT: Bollard removal shall be measured for payment in units of each.

BASIS OF PAYMENT: The work for BOLLARD REMOVAL will be measured for payment per unit of each. These prices shall include all materials, equipment, labor and other incidentals necessary to complete this work.

STATUS OF UTILITIES (D1)

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

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

UTILITIES TO BE ADJUSTED

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

No conflicts to be resolved

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

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
Comed	Axl Davis, PE, PMP	779.231.2969	Axl.Davis@ComEd.com
Comcast	Martha Gieras	224.229.5862	martha_gieras@cable.comcast.com
Unite Private Networks	George Forbes	478.832.0669	GEORGE.FORBES@upnfiber.com
Nicor Gas	William NG	312.505.1706	William.ng@RCN.NET

UTILITIES TO BE WATCHED AND PROTECTED

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

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

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

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
Comed	Axl Davis, PE, PMP	779.231.2969	Axl.Davis@ComEd.com
Comcast	Martha Gieras	224.229.5862	martha_gieras@cable.comcast.com
Unite Private	George Forbes	478.832.0669	GEORGE.FORBES@upnfiber.com
Networks			
Nicor Gas	William NG	312.505.1706	William.ng@RCN.NET

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

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

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

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IDOT STANDARD DETAILS

STANDARDS

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000001-08 STANDARD SYMBOLS, ABB. AND PATTERNS 001006 DECIMAL OF AN INCH AND FOOT 424001-11 PERPENDICULAR CURB RAMPS FOR SIDEWALKS MID-BLOCK CURB RAMPS FOR SIDEWALKS 424016-05 602301-04 INLET. TYPE A 604001-05

606001-08 CONCRETE CURB TYPE B AND COMB. CURB AND GUTTER 701001-02 OFF-RD OPERATIONS, 2L, 2W, OVER 15' AWAY 701006-05 OFF-RD OPERATIONS, 2L, 2W, 15' TO 24" FROM EOP 701011-04 OFF-RD MOVING OPERATIONS, 2L, 2W, DAY ONLY 701301-04 LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS 701501-06 URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED 701801-06 SIDEWALK, CORNER OR CROSSWALK CLOSURE

701901-09 TRAFFIC CONTROL DEVICES 720001-01 SIGN PANEL MOUNTING DETAILS SIGN PANEL FRECTION DETAILS 720006-04

720011-01 METAL POSTS FOR SIGNS, MARKERS & DELINEATORS

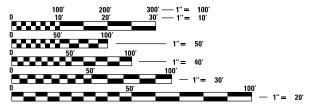
780001-05 TYPICAL PAVEMENT MARKINGS

DISTRICT 1 STANDARD DETAILS

TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS.

INTERSECTIONS, AND DRIVEWAYS

TYPICAL PAVEMENT MARKINGS



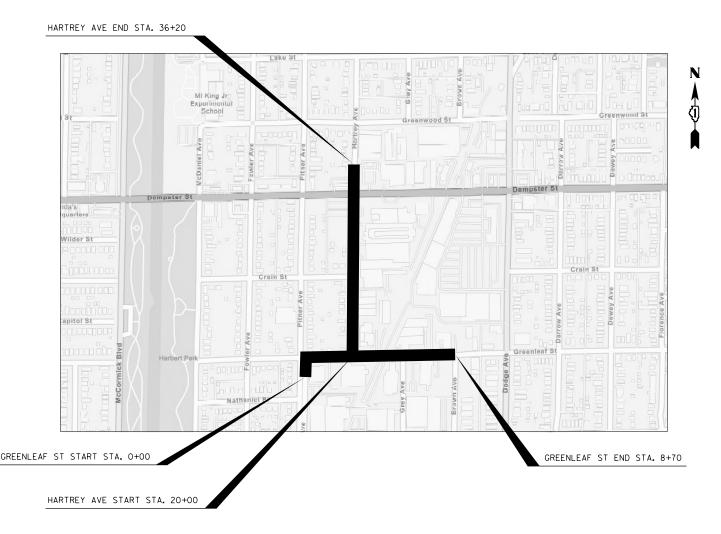
ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION 1-800-892-0123 OR 811

PROJECT ENGINEER: JILLYN O'SHEA, P.E. PROJECT MANAGER: CAITLIN JANKOVICH, P.E.

CITY OF EVANSTON GREENLEAF STREET AND HARTREY AVENUE CORRIDORS STREETLIGHT AND SIDEWALK IMPROVEMENT PROJECT

COOK COUNTY APRIL 15, 2024









SINGH + ASSOCIATES, INC. CARL GUTOWSKI, P.E. #062-057132

4-15-2024

DATE:

SIGNATURE AND SEAL APPLY TO SHEETS:

EXPIRATION DATE: 11-30-2025



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WISDOT/CADDS SHEET 42

GENERAL NOTES

- ANY REFERENCE TO 'STANDARD SPECIFICATIONS' THROUGHOUT
 THE PLANS OR SPECIAL PROVISIONS WILL BE INTERPRETED TO BE
 THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT)
 'STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE
 CONSTRUCTION' (SSRBC), AND THE IDOT SUPPLEMENTAL
 SPECIFICATIONS IN EFFECT ON THE DATE OF INVITATION TO BID.
- 2. ALL DIMENSIONS SHOWN ON THE PLANS ARE TO THE FACE OF THE CURB. UNLESS OTHERWISE SPECIFIED.
- 3. THE CONTRACTOR SHALL CALL J.U.L.I.E (800-842-0123) FOR UTILITY LOCATIONS, AS WELL AS ALL SCHOOL DISTRICTS, LOCAL POLICE, AND FIRE DEPARTMENTS AT LEAST 72 HOURS PRIOR TO THE START OF CONSTRUCTION.
- 4. ALL PROPOSED STATION AND OFFSET ANNOTATION REFERENCES THE CONSTRUCTION CENTERLINE, THE OFFSETS PROVIDED FOR PROPOSED DRAINAGE STRUCTURES LOCATED IN THE CURB LINES REFER TO THE CENTER OF THE RIM. THE CENTER OF THE RIM IS TO BE LOCATED AT THE EDGE OF PAVEMENT. THE RIM ELEVATIONS PROPOSED ARE THE ELEVATIONS AT THE EDGE OF PAVEMENT.
- 5. ALL WORK BEGUN DURING A CONSTRUCTION SEASON MUST BE COMPLETED TO THE END OF THAT SEASON. THE CONTRACTOR SHALL LIMIT REMOVAL OPERATIONS TO AN AREA THAT CAN BE REASONABLE PLACE WITHIN 15 WORKING DAYS THIS AREA SHALL BE DETERMINED BY THE CONSTRUCTION SCHEDULE SUBMITTED AND APPROVED AT THE START OF WORK.
- 6. IN ACCORDANCE WITH ARTICLE 11 OF THE GENERAL CONDITIONS, THE CONTRACTOR SHALL SUBMIT A TIME SCHEDULE FOR THE CONSTRUCTION OF THIS PROJECT. THE SCHEDULE WILL INCLUDE PERIODS OF TIME IN WHICH WORK ITEMS ARE TO BE COMPLETED. PARTICULAR ATTENTION WILL BE GIVEN TO REMOVAL AND REPLACEMENT OF CURB AND GUTTER, SIDEWALK, ALLEYS, DRIVEWAYS, AND CONCRETE OR BITUMINOUS PAVEMENT. ANY OF THESE ITEMS REMOVED ARE REQUIRED TO BE REPLACED IN THE SHORTEST PERIOD OF TIME, AND AT NO TIME WILL THEIR REPLACEMENT EXCEED 14 CALENDAR DAYS OR THE NUMBER OF CALENDAR DAYS IN THE APPROVED PROJECT SCHEDULE. THE COST OF COMPLIANCE WITH THIS REQUIREMENT WILL BE INCLUDED IN THE COST OF EACH RESPECTIVE PAY ITEM OF WORK.
- ALL ENTRANCES SHALL BE KEPT OPEN TO TRAFFIC DURING THE CONSTRUCTION PERIOD AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR SHALL COORDINATE ALL DRIVEWAY APRON REMOVALS WITH AFFECTED PROPERTY OWNERS PRIOR TO ANY CONSTRUCTION.

CIVIL NOTES

- 1. THE EXISTING PAVEMENT IS REQUIRED TO BE SAWCUT WITH A WALK BEHIND MACHINE SAW IN ORDER TO PROVIDE FOR A STRAIGHT EDGE BUTT JOINT WHERE COMBINATION CONCRETE CURB AND GUTTER IS TO BE REPLACED, WHERE FULL DEPTH PATCHES ARE THE BE CONSTRUCTED. WHERE TRENCHES FOR PROPOSED DRAINAGE STRUCTURES ARE TO BE EXCAVATED, AS SHOWN ON THE PLANS, AND AS DIRECTED BY THE COMMISSIONER. FOR COMBINATION CONCRETE CURB AND GUTTER, THE SAWCUT IS REQUIRED TO BE DEEP ENOUGH TO PENETRATE THE EXISTING BASE COURSE WHERE NECESSARY TO ASSURE A STRAIGHT EDGE FOR THE FULL DEPTH OF COMBINATION CONCRETE CURB AND GUTTER. FOR PATCHES AND DRAINAGE STRUCTURES, THE SAWCUT SHALL BE FULL DEPTH. ALL OTHER SAWCUTTING WILL BE TO THE DEPTHS SHOWN ON THE PLANS OR OTHERWISE REQUIRED FOR THIS WORK SHALL BE INCLUDED IN THE COST OF THE ASSOCIATED REMOVAL PAY ITEMS AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
- 2. 1/2-INCH THICK EXPANSION JOINTS WILL BE PLACED BETWEEN THE SIDEWALK AND ALL STRUCTURES SUCH AS STREET LIGHT AND TRAFFIC SIGNAL FOUNDATIONS; HANDHOLES AND MANHOLES AND ANY OTHER UTILITY STRUCTURE WHICH EXTEND THROUGH THE SIDEWALK. THIS WORK SHALL BE CONSIDERED INCLUDED IN THE COST OF THE APPROPRIATE SIDEWALK PAY ITEM.
- WHEN THE PAVEMENT CONSTRUCTED IS PORTLAND CEMENT CONCRETE BASE COURSE OR PORTLAND CEMENT CONCRETE PAVEMENT, THE PAVEMENT JOINTING SYSTEM IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE 'STANDARD SPECIFICATIONS', THE CONTRACT SPECIFICATIONS, AND THE STANDARD DETAILS
- 4. ALL CROSSWALKS TO BE MAINTAINED BY THE CONTRACTOR DURING CONSTRUCTION.

UTILITY NOTES

- 1. THE CONTRACTOR IS REQUIRED TO PROTECT AND SUPPORT ALL UTILITIES AS NEEDED OR WHEN CONSIDERED NECESSARY BY THE COMMISSIONER, USING METHODS APPROVED BY THE COMMISSIONER. THE CONTRACTOR WILL BRACE AND SUPPORT THE UTILITIES TO PREVENT SETTLEMENT, DISPLACEMENT, OR CHANGE TO THE UTILITIES. THE COST OF UTILITY PROTECTION AS SPECIFIED IN HEREIN WILL BE CONSIDERED AS INCLUDED IN THE COST OF 'MOBILIZATION' AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
- ANY UTILITY THAT IS DAMAGED DURING CONSTRUCTION WILL BE REPAIRED OR REPLACED BY THE CONTRACTOR AND THEIR OWN EXPENSE.
- 3. EXCEPT AS NOTED ON THE PLANS, IN THE GENERAL NOTES, AND IN THE SPECIFICATIONS, UTILITY RELOCATION OR ADJUSTMENT WILL BE PERFORMED BY THE RESPECTIVE UTILITY OWNERS AT THEIR OWN EXPENSE AND WILL NOT BE CONSIDERED PART OF THIS CONTRACT. THE CONTRACTOR WILL NOTIFY THE AFFECTED UTILITY OWNERS AND SCHEDULE THEM ACCORDINGLY. THE COST OF THIS COORDINATION WILL BE CONSIDERED AS INCLUDED IN THE COST OF 'MOBILIZATION' AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED. UTILITIES SHOULD BE ADJUSTED/RELOCATED PRIOR TO CONSTRUCTION.

PAY ITEM SPECIFIC NOTES

- 1. LIMESTONE, CRUSHED CONCRETE, OR ANY OTHER LIME BEARING MATERIAL WILL NOT BE PERMITTED WITHIN 2 FEET OF ANY PLANTING MATERIALS. ONLY NON-LIMESTONE GRANULAR MATERIAL SHALL BE PERMITTED WITHIN 2 FEET OF ANY PLANTING MATERIAL. THIS IS INCLUDED IN THE COST OF SUBBASE GRANULAR MATERIAL, TYPE B OF THE DEPTH SPECIFIED.
- 2. PREPARATION OF THE SUBGRADE IS INCLUDED IN THE COST OF SUBBASE GRANULAR MATERIAL, TYPE B OF THE DEPTH SPECIFIED.
- THE CONTRACTOR SHALL PROTECT ALL NEW PAVEMENT MARKINGS FROM TRAFFIC UNTIL THE THERMOPLASTIC/PREFORMED PLASTIC HAS SET SUFFICIENTLY TO ASSUME TRAFFIC. ANY DAMAGE TO THE MARKINGS DUE TO TRAFFIC SHALL BE REPLACED IMMEDIATELY BY THE CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
- THE MATERIAL USED FOR TRENCH BACKFILL MUST BE SAND OR WASHED LIMESTONE CONFORMING TO SECTION 1003 OF THE STANDARD SPECIFICATIONS AND HAVE A GRADATION MEETING FA-6. STOCKPILING OF "SPOILS" WILL NOT BE ALLOWED.
- DOWEL BARS ARE INCIDENTAL TO THE COMBINATION CURB & GUTTER, DEPRESSED CURB & GUTTER, AND CURB PAY ITEMS.

MAINTENANCE OF TRAFFIC NOTES

1. TRAFFIC WILL BE MAINTAINED ON ALL STREETS AND PARKING WILL BE PROHIBITED WITHIN 25 FEET OF THE CONSTRUCTION AREA AT ALL TIMES. CONSTRUCTION WILL OCCUR ON ONE SIDE OF EACH STREET AT A TIME TO ALLOW FOR PARKING ON THE OPPOSITE SIDE OF THE STREET.

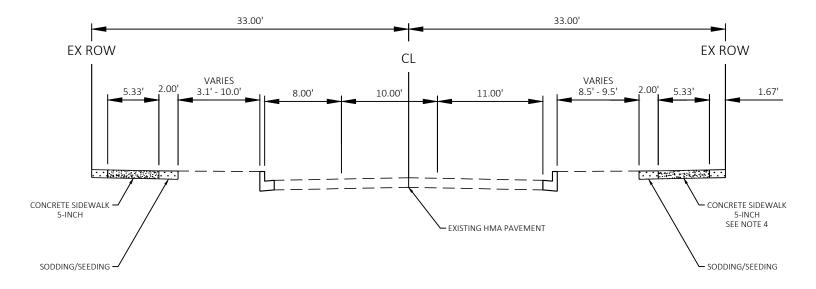
LANDSCAPING NOTES

- THE CONTRACTOR SHALL TAKE SPECIAL CARE NOT TO DISTURB ANY
 TREES WITHIN THE RIGHT-OF-WAY UNLESS OTHERWISE NOTED ON
 THE PLANS.
- 2. TREES TO BE REMOVED: THE INDICATED TREES (INCLUDING STUMPS) TO BE REMOVED SHALL BE SUITABLY MARKED BY THE ENGINEER BEFORE TREE REMOVAL OPERATIONS BEGIN.
- 3. THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES OF THE INTENT TO PLANT TREES AND SHRUBS AS SHOWN ON PLANS PRIOR TO THE START OF HOLE EXCAVATIONS. IF NECESSARY, VERIFY AND ESTABLISH THE PRESENCE OF UNDERGROUND PIPES, CONDUITS OR CABLES ADJOINING OR CROSSING THE PLANTING SITE. THE ENGINEER MAY RELOCATE THE PLANTING AS REQUIRED.
- 4. THE CONTRACTOR SHALL TAKE EXTRA CARE IN PREPARING THE PLANTING BED DIGGING HOLES FOR TREES BY LIMITING THE OPERATION TO WHAT IS INDICATED ON PLANS. DO NOT STOCKPILE ANY DIRT ON PRVATE PROPERTY. HAUL ALL DEBRIS REMOVED AT ONCE AS REQUIRED. ANY DAMAGED GRASS AREAS ON PRIVATE PROPERTY CAUSED BY UNSATISFACTORY OPERATIONS BY THE CONTRACTOR SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE
- 5. THE CONTRACTOR SHALL COORDINATE WITH THE CITY OF EVANSTON ARBORIST TO DETERMINE THE FINAL LOCATIONS AND SPECIES OF PROPOSED TREES.
- 6. ADDITIONAL NOMINAL QUANTITIES OF SEEDING AND SODDING HAVE BEEN INCLUDED FOR AREAS WHICH MAY BE DISTURBED DURING CONSTRUCTION

PROJECT NO: 22-16 STREET: HARTREY AVE & GREENLEAF ST CITY: EVANSTON GENERAL NOTES

FILE NAME: J\22085\04 CADD\CADD\SHEETS\SHT-GENNOTE,DWG

PLOT BY: ARKADIUSZ KRUPA PLOT NAME: PLOT SCALE: 1 IN:100 FT

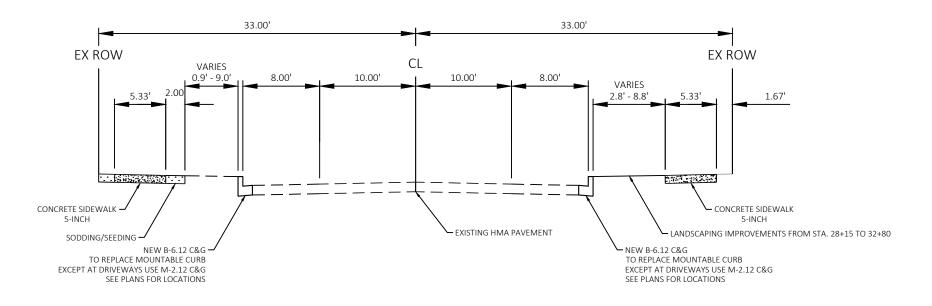


FINISHED TYPICAL SECTION

GREENLEAF ST STA 0+00 - 8+57

- RECONSTRUCT DRIVEWAYS WITHIN ROW.
 PROVIDE ADA CURB RAMPS.
- 3. CONSTRUCT MIDBLOCK CROSSING WITH CURB BUMPOUT ON HARTREY AVENUE.
- 4. SIDEWALK OMISSION: STA 2+62 STA 6+70 RT, SEE PROPOSED PLANS FOR ADDITIONAL INFORMATION.

3 **E** STREET: HARTREY AVE & GREENLEAF ST CITY: EVANSTON TYPICAL SECTION PROJECT NO: 22-16 SHEET J:\22085\04_CADD\CADD_SHEETS\SHT-TYPICAL.DWG LAYOUT NAME - 03-10ft FILE NAME : PLOT DATE : 4/4/2024 11:04 AM PLOT BY: ARKADIUSZ KRUPA PLOT NAME : PLOT SCALE : 1 IN:10 FT WISDOT/CADDS SHEET 42

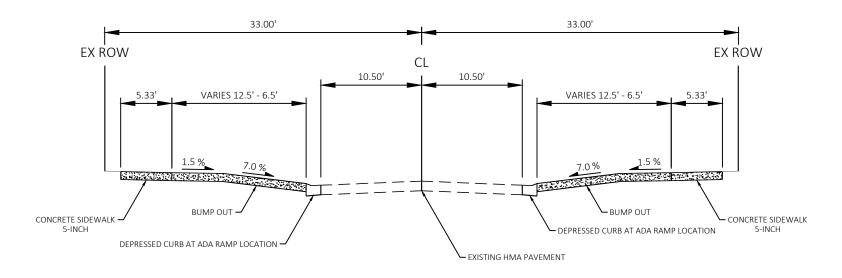


FINISHED TYPICAL SECTION

HARTREY AVENUE STA 20+00 - 26+80 STA 27+10 - 36+11

- RECONSTRUCT DRIVEWAYS WITHIN ROW.
 PROVIDE ADA CURB RAMPS.
- 3. CONSTRUCT MIDBLOCK CROSSING WITH CURB BUMPOUT ON HARTREY AVENUE.

4 E STREET: HARTREY AVE & GREENLEAF ST CITY: EVANSTON PROJECT NO: 22-16 TYPICAL SECTION SHEET J:\22085\04_CADD\CADD_SHEETS\SHT-TYPICAL.DWG LAYOUT NAME - 01-10ft 4/4/2024 11:04 AM PLOT BY: ARKADIUSZ KRUPA PLOT NAME : PLOT SCALE : 1 IN:10 FT WISDOT/CADDS SHEET 42



FINISHED TYPICAL SECTION

HARTREY AVENUE STA 26+80 - 27+10

RECONSTRUCT DRIVEWAYS WITHIN ROW.
 PROVIDE ADA CURB RAMPS.

3. CONSTRUCT MIDBLOCK CROSSING WITH CURB BUMPOUT ON HARTREY AVENUE.

5 **E** STREET: HARTREY AVE & GREENLEAF ST CITY: EVANSTON SHEET PROJECT NO: 22-16 TYPICAL SECTION J:\22085\04_CADD\CADD_SHEETS\SHT-TYPICAL.DWG LAYOUT NAME - 02-10ft FILE NAME : PLOT DATE : 4/4/2024 11:04 AM PLOT BY: ARKADIUSZ KRUPA PLOT NAME : PLOT SCALE : 1 IN:10 FT WISDOT/CADDS SHEET 42

20100110 TREE REMOVAL (6 TO 16 UNITS DIAMETER)	PAY ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY
20101700 SUPPLEMENTAL WATERING UNIT 1 20200100 EARTH EXCAVATION CU YD 242 20201200 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL CU YD 242 20800150 TRENCH BACKFILL CU YD 7 28000510 INLET FILTERS EACH 22 21101505 TOPSOIL EXCAVATION AND PLACEMENT CU YD 16 21101625 TOPSOIL EXCAVATION AND PLACEMENT CU YD 96 21301060 EXPLORATION TRENCH 60° DEPTH FOOT 20 25000110 SEEDING, CLASS 1A ACRE 0.25 25200110 SODDING, SALT TOLERANT SO YD 359 31101200 SUBBASE GRANULAR MATERIAL, TYPE B 4° SQ YD 300 42300100 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT. 8 INCH SQ YD 520 42300400 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT. 8 INCH SQ YD 520		TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	10
20101700 SUPPLEMENTAL WATERING UNIT 1 20200100 EARTH EXCAVATION CU YD 242 20201200 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL CU YD 242 20800150 TRENCH BACKFILL CU YD 7 28000510 INLET FILTERS EACH 22 21101505 TOPSOIL EXCAVATION AND PLACEMENT CU YD 16 21101625 TOPSOIL EXCAVATION AND PLACEMENT CU YD 96 21301060 EXPLORATION TRENCH 60° DEPTH FOOT 20 25000110 SEEDING, CLASS 1A ACRE 0.25 25200110 SODDING, SALT TOLERANT SO YD 359 31101200 SUBBASE GRANULAR MATERIAL, TYPE B 4" SQ YD 300 42300100 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 5 INCH SQ YD 520 42300400 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH SQ YD 520				
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21301060 EXPLORATION TRENCH 60" DEPTH FOOT 20 25000110 SEEDING, CLASS 1A ACRE 0.25 25200110 SODDING, SALT TOLERANT SQ YD 359 31101200 SUBBASE GRANULAR MATERIAL, TYPE B 4" SQ YD 2,852 40701961 HOT-MIX ASPHALT PAVEMENT (FULL-DEPTH), 14" SQ YD 300 42300100 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 5 INCH SQ YD 520				
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40701961 HOT-MIX ASPHALT PAVEMENT (FULL-DEPTH), 14" SQ YD 300 42300100 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 5 INCH SQ YD 1,195 42300400 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH SQ YD 520				
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42300400 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH SQ YD 520	40701961	HOT-MIX ASPHALT PAVEMENT (FULL-DEPTH), 14"	SQ YD	300
42300400 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH SQ YD 520				
	42300100	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 5 INCH	SQ YD	1,195
42400200 PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH SQ FT 17,635	42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	520
42400200 PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH SQ FT 17,635				
	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	17,635

6 **E** PROJECT NO: 22-16 STREET: HARTREY AVE & GREENLEAF ST CITY: EVANSTON SHEET SUMMARY OF QUANTITIES FILE NAME : J:\22085\04_CADD\CADD_SHEETS\SHT-SOQ.DWG LAYOUT NAME - 01 PLOT BY: ARKADIUSZ KRUPA PLOT SCALE : 1" = 1' PLOT DATE : 4/12/2024 1:58 PM PLOT NAME : WISDOT/CADDS SHEET 42

3

PAY ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY
42400410	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	SQ FT	987
42400800	DETECTABLE WARNINGS	SQ FT	80
44000100	PAVEMENT REMOVAL	SQ YD	66
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	1,330
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	2,960
4400000		00.57	4.000
44000600	SIDEWALK REMOVAL	SQ FT	1,632
550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	40
550A0050	OTONW SEVERO, SEASON, THE TITE	F001	40
60234200	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	1
3323.233			·
60255500	MANHOLES TO BE ADJUSTED	EACH	1
60266600	VALVE BOXES TO BE ADJUSTED	EACH	5
60600605	CONCRETE CURB, TYPE B	FOOT	71
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	1,215
60608300	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-2.12	FOOT	1,795
67100100	MOBILIZATION	L SUM	1
72000100	SIGN PANEL - TYPE 1	SQ FT	106
70.453.133			
72400100	REMOVE SIGN PANEL ASSEMBLY - TYPE A	EACH	2

PROJECT NO: 22-16 STREET: HARTREY AVE & GREENLEAF ST CITY: EVANSTON

FILE NAME: J:\22085\04_CADD\CADD_SHEETS\SHT-SOQ.DWG LAYOUT NAME - 02

FILE NAME: J:\220

LAYOUT NAME - 02

PAY ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY
72900100	METAL POST - TYPE A	FOOT	136
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	310
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	300
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	150
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	46
78300202	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	83
81028220	UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	FOOT	70
81603100	UNIT DUCT, 600V, 4-1C NO.6, 1/C NO.6 GROUND, (XLP-TYPE USE), 1 1/4" DIA. POLYETHYLENE	FOOT	675
83600200	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	18
84200804	REMOVAL OF POLE FOUNDATION	EACH	2
84400105	RELOCATE EXISTING LIGHTING UNIT	EACH	2
A2001724	TREE, ACER SACCHARUM (SUGAR MAPLE), 3" CALIPER, BALLED AND BURLAPPED	EACH	1
A2002008	TREE, AESCULUS FLAVEA (YELLOW SWEET BUCKEYE), 2" CALIPER, BALLED AND BURLAPPED	EACH	1
A2002514	TREE, CARPINUS CAROLINIANA (AMERICAN HORNBEAM), 1-3/4" CALIPER, BALLED AND BURLAPPED	EACH	1
A2002814	TREE, CATALPA SPECIOSA (NORTHERN CATALPA), 1-3/4" CALIPER, BALLED AND BURLAPPED	EACH	2
A2002886	TREE, CELTIS OCCIDENTALIS CHICAGOLAND, (CHICAGOLAND HACKBERRY), 4" CALIPER, BALLED AND BURLAPPED	EACH	1
<u> </u>		<u> </u>	ı

ME - 03

PAY ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY
A2005414	TREE, LIRIODENDRON TULIPIFERA (TULIP TREE), 1-3/4" CALIPER, BALLED AND BURLAPPED	EACH	2
A2005462	TREE, MALUS X ZUMI CALOCARPA (ZUMI CALOCARPA CRABAPPLE), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	3
A2006510	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 1-1/4" CALIPER, BALLED AND BURLAPPED	EACH	4
A2006568	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 7' HEIGHT, CLUMP FORM, BALLED AND BURLAPPED	EACH	2
A2006710	TREE, QUERCUS MACROCARPA (BUR OAK), 8' HEIGHT, CLUMP FORM, BALLED AND BURLA PPED	EACH	2
A2006812	TREE, QUERCUS MUEHLENBERGII (CHINKAPIN OAK), 1.5" CALIPER, BALLED AND BURLAPPED	EACH	1
A2007670	TREE, TAXODIUM DISTICHUM (COMMON BALD CYPRESS), 8' HEIGHT, CLUMP FORM, BALLED AND BURLAPPED	EACH	1
A2007870	TREE, TILIA AMERICANA (AMERICAN LINDEN/ BASSWOOD), 8' HEIGHT, CLUMP FORM, BALLED AND BURLAPPED	EACH	2
A2015980	TREE, FAGUS GRANDIFLORA(AMERICAN BEECH), 2" CALIPER, BALLED AND BURLAPPED	EACH	1
A3005238	TREE, ZELKOVA SERRATA GREEN VASE (GREEN VASE ZELKOVA), 2" CALIPER, BALLED AND BURLAPPED	EACH	1
B2000770	TREE, AMELANCHIER X GRANDIFLORA AUTUMN BRILLIANCE (AUTUMN BRILLIANCE SERVICE BERRY), 2" CALIPER, TREE FORM, BALLED AND BURLAPPED	EACH	2
B2005413	TREE, PRUNUS VIRGINIANA SCHUBERT (CANADA RED CHOKECHERRY), 1-3/4" CALIPER, TREE FORM,	EACH	2
	BALLED AND BURLAPPED		_
B2010120	TREE, CLADRASTIS LUTEA (AMERICAN YELLOWWOOD), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	1
X0324057	WOODEN FENCE RELOCATION	FOOT	130
X0326862	STRUCTURES TO BE ADJUSTED	EACH	11
X0350810	BOLLARD REMOVAL	EACH	1

PROJECT NO: 22-16 STREET: HARTREY AVE & GREENLEAF ST CITY: EVANSTON

FILE NAME: JA22085V94_CADDVCADD_SHEETS\SHT-SOQ.DWG
LAYOUT NAME - 04

FILE NAME: JA22085V94_CADDVCADD_SHEETS\SHT-SOQ.DWG
LAYOUT NAME - 04

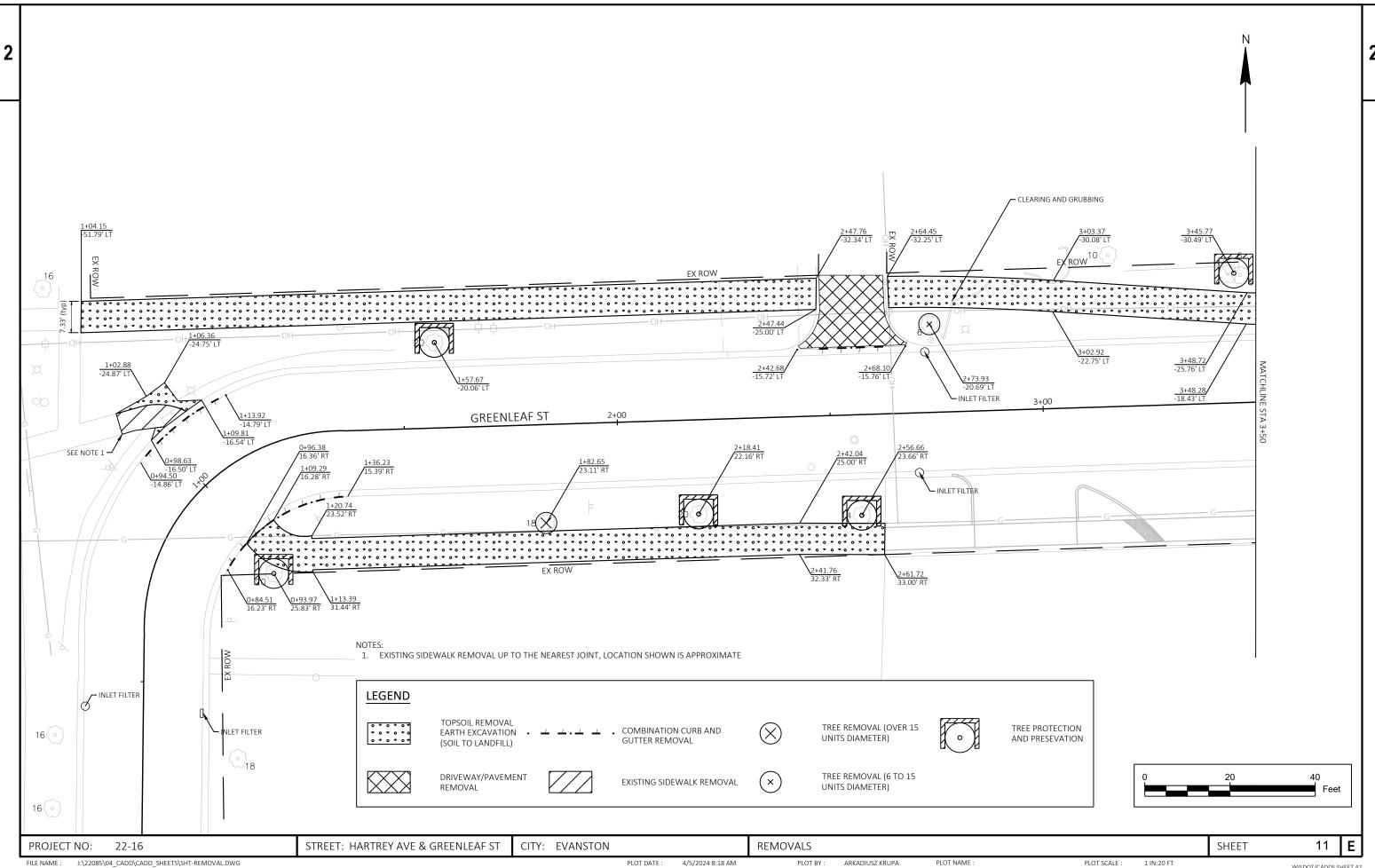
STREET: HARTREY AVE & GREENLEAF ST CITY: EVANSTON

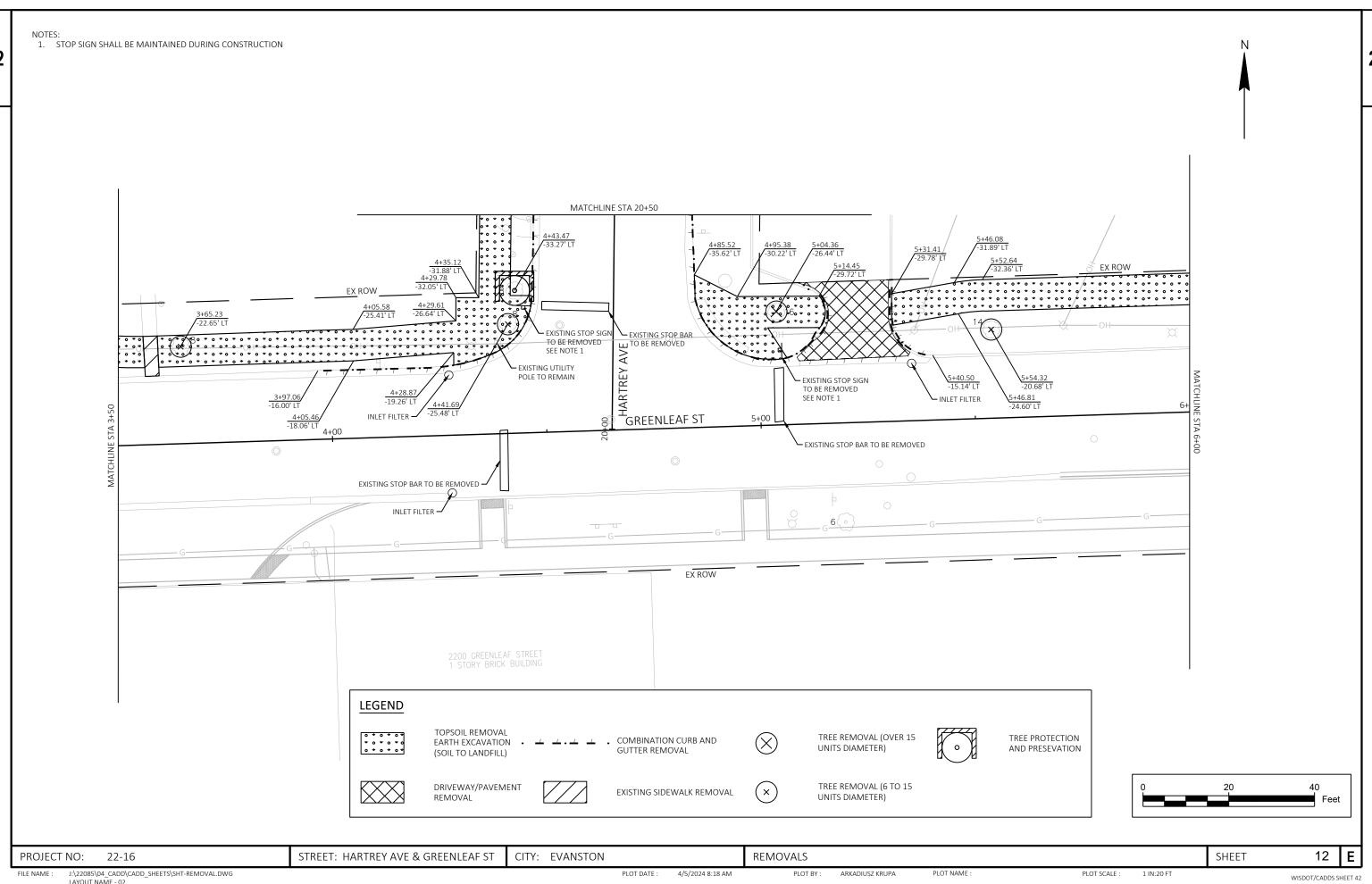
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PLOT NAME: PLOT NAME: PLOT NAME: 1" = 1'
WISDOT/CADDS SHEET 4/12/2024 1:58 PM
WISDOT/CADDS SHEET 4/12/2024 1:58 PM
PLOT DATE: 4/12/2024 1:58 PM
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PLOT SCALE: 1" = 1'
PLOT SCALE: 1" = 1'
PLOT DATE: 4/12/2024 1:58 PM
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PLOT NAME: PLOT NAME

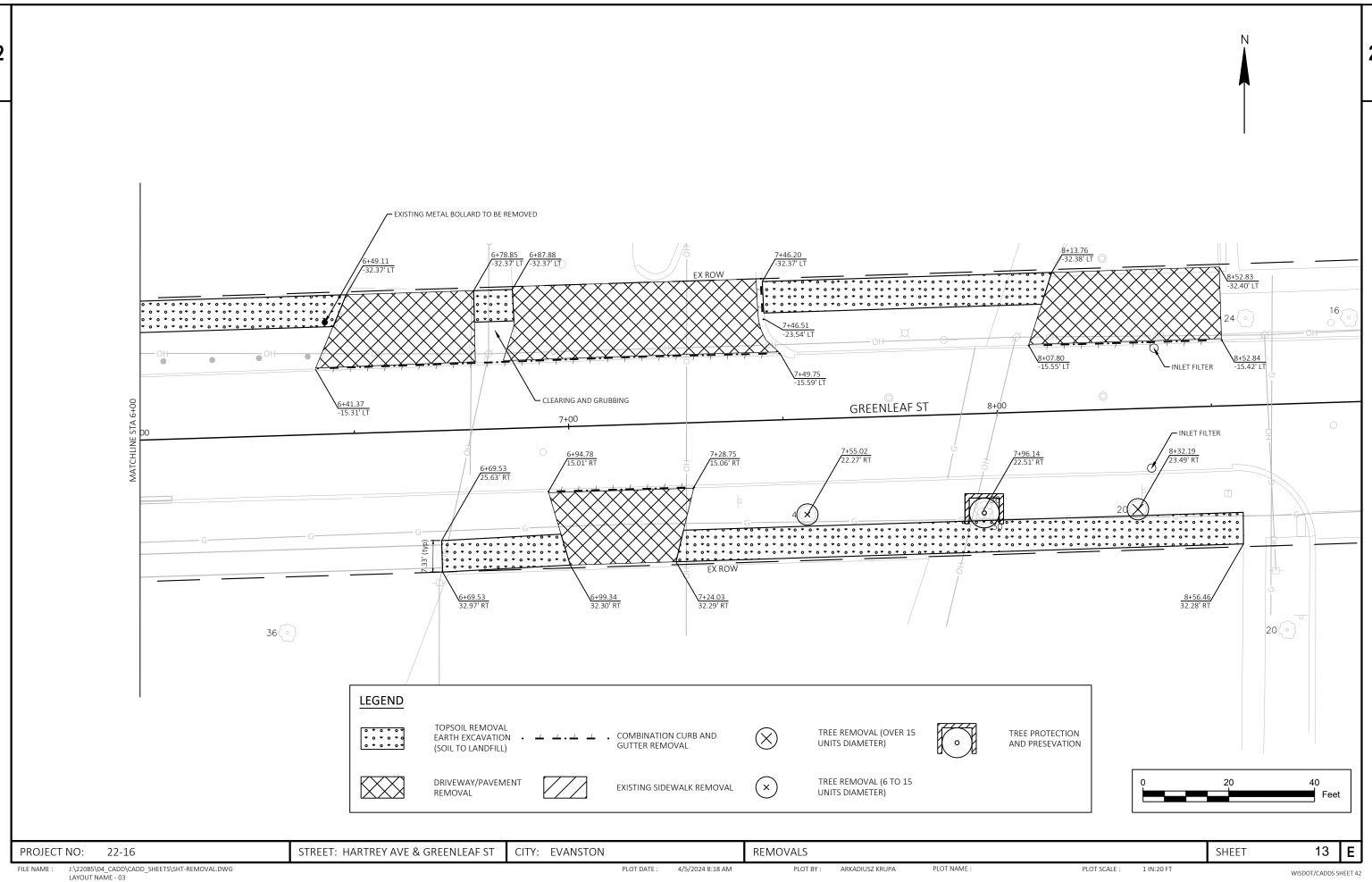
PAY ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY
X1400238	LUMINAIRE, LED, SPECIAL	EACH	17
X1400341	REMOVAL OF LUMINAIRE, SALVAGE	EACH	17
X2010512	CLEARING AND GRUBBING	SQ YD	40
X4021000	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	2
X4022000	TEMPORARY ACCESS (COMMERCIAL ENTRANCE)	EACH	20
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1
Z0033020	LUMINAIRE SAFETY CABLE ASSEMBLY	EACH	17
Z0033028	MAINTENANCE OF LIGHTING SYSTEM	CAL MO	4
A2C02501	TREE, CERCIS CANADENSIS (REDBUD), 1" CALIPER, CONTAINER GROWN	EACH	2
JIA20390	TREE, ULMUS AMERICANA 'PRINCETON' (PRINCETON ELM), CONTAINER GROWN, 3-GALLON	EACH	4
	REDPOINTE MAPLE	EACH	2
	KENTUCKY COFFEE TREE	EACH	1
	FASTIGIATE BEECH	EACH	1
	REMOVE, STOCKPILE AND REPLACE BRICK PAVED WALKWAY	SQ FT	60
	TREE PROTECTION AND PRESERVATION	EACH	25
	SOLAR-POWERED ASSEMBLY (COMPLETE)	EACH	2

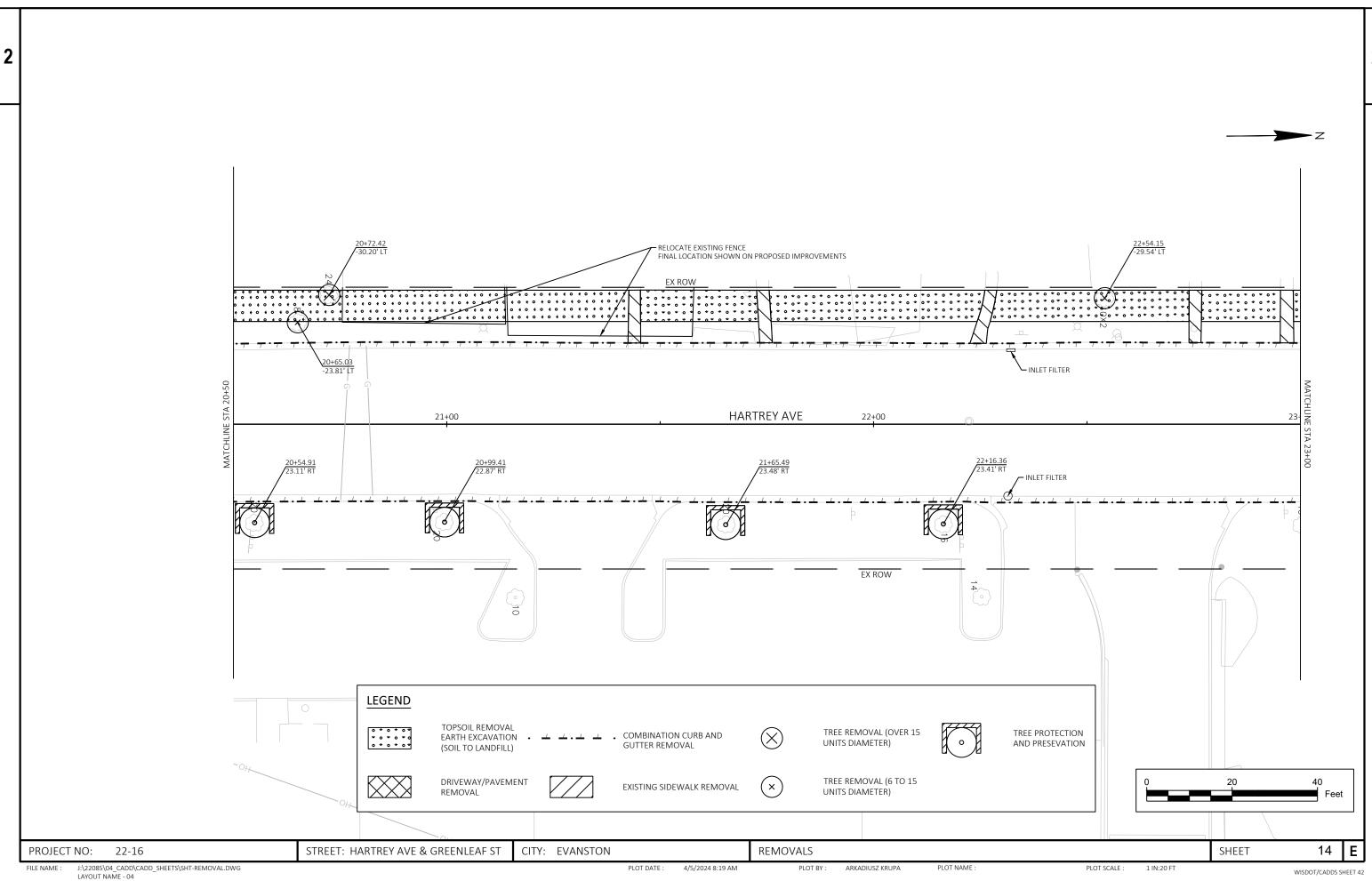
10 **E** STREET: HARTREY AVE & GREENLEAF ST CITY: EVANSTON SHEET PROJECT NO: 22-16 SUMMARY OF QUANTITIES PLOT BY: ARKADIUSZ KRUPA PLOT SCALE : 1" = 1' PLOT DATE : 4/12/2024 1:58 PM PLOT NAME :

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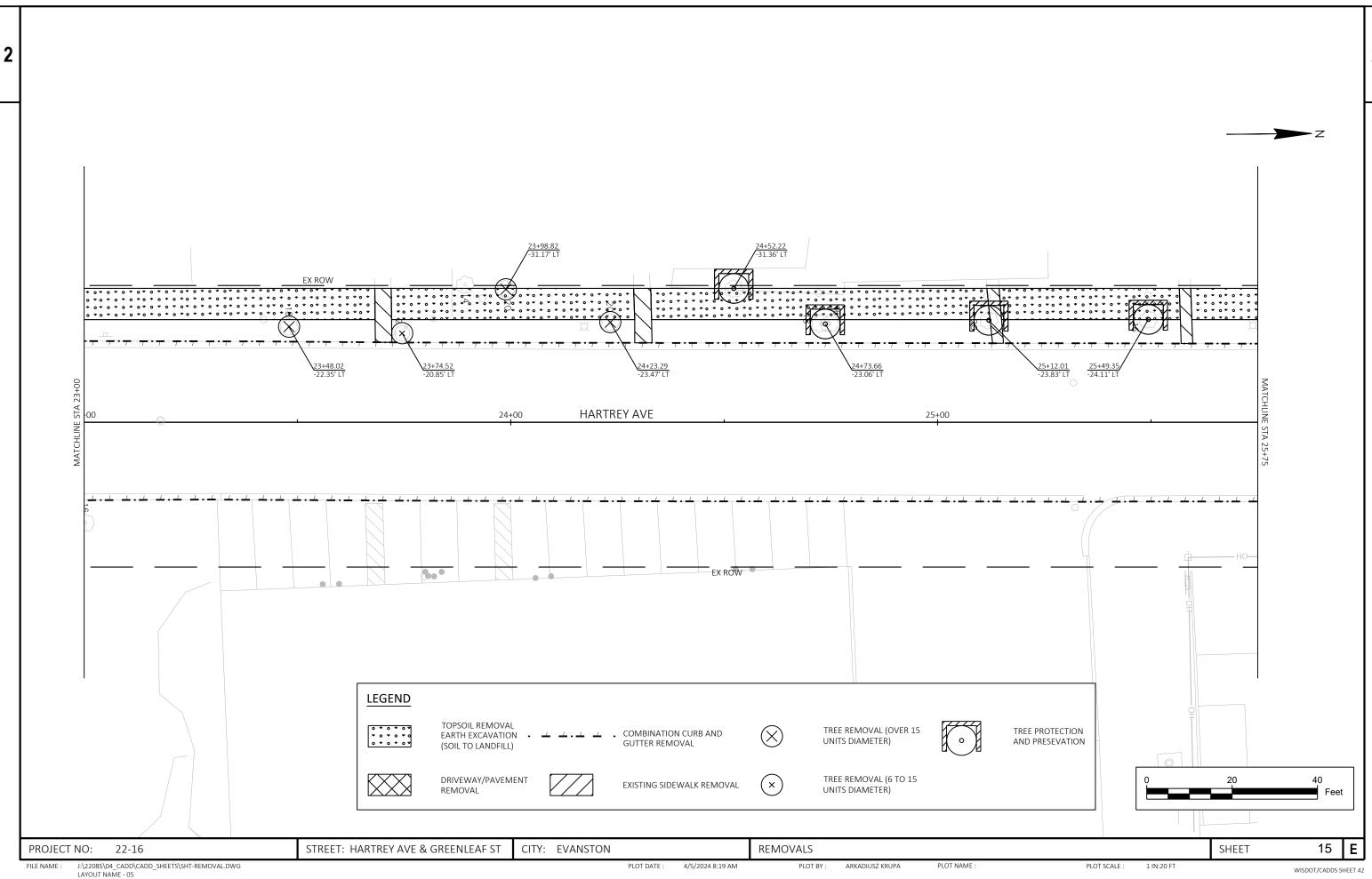


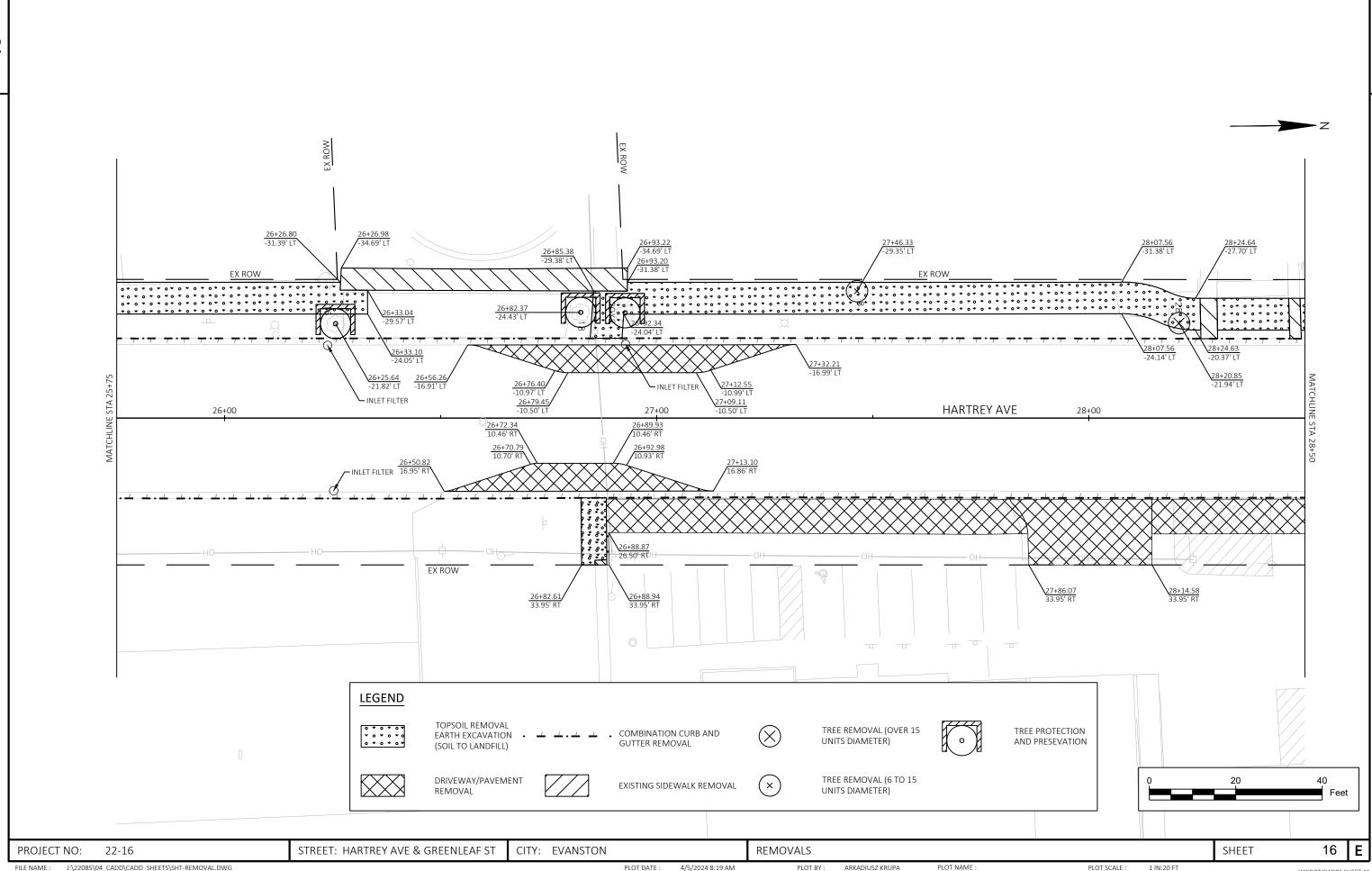




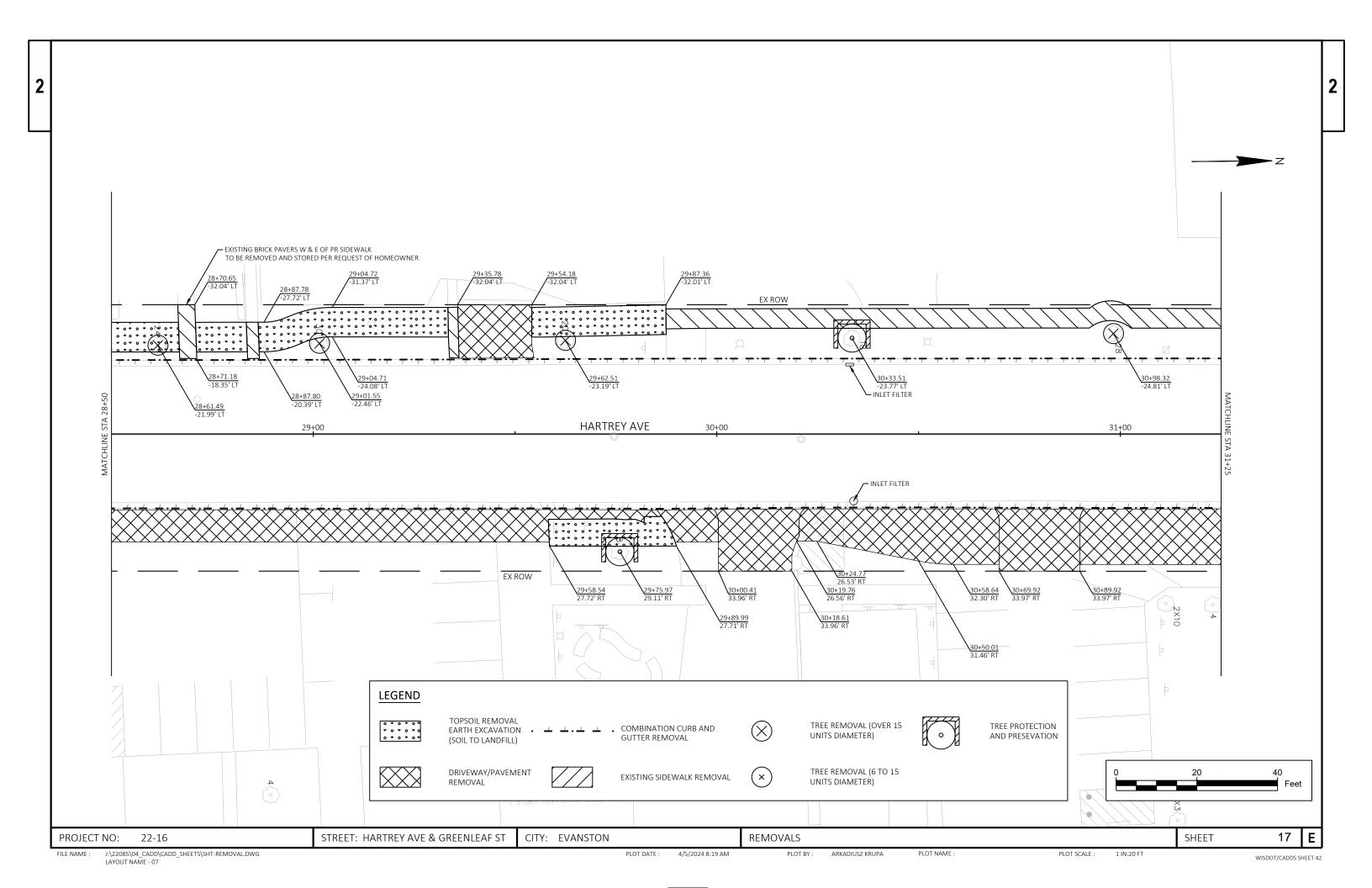


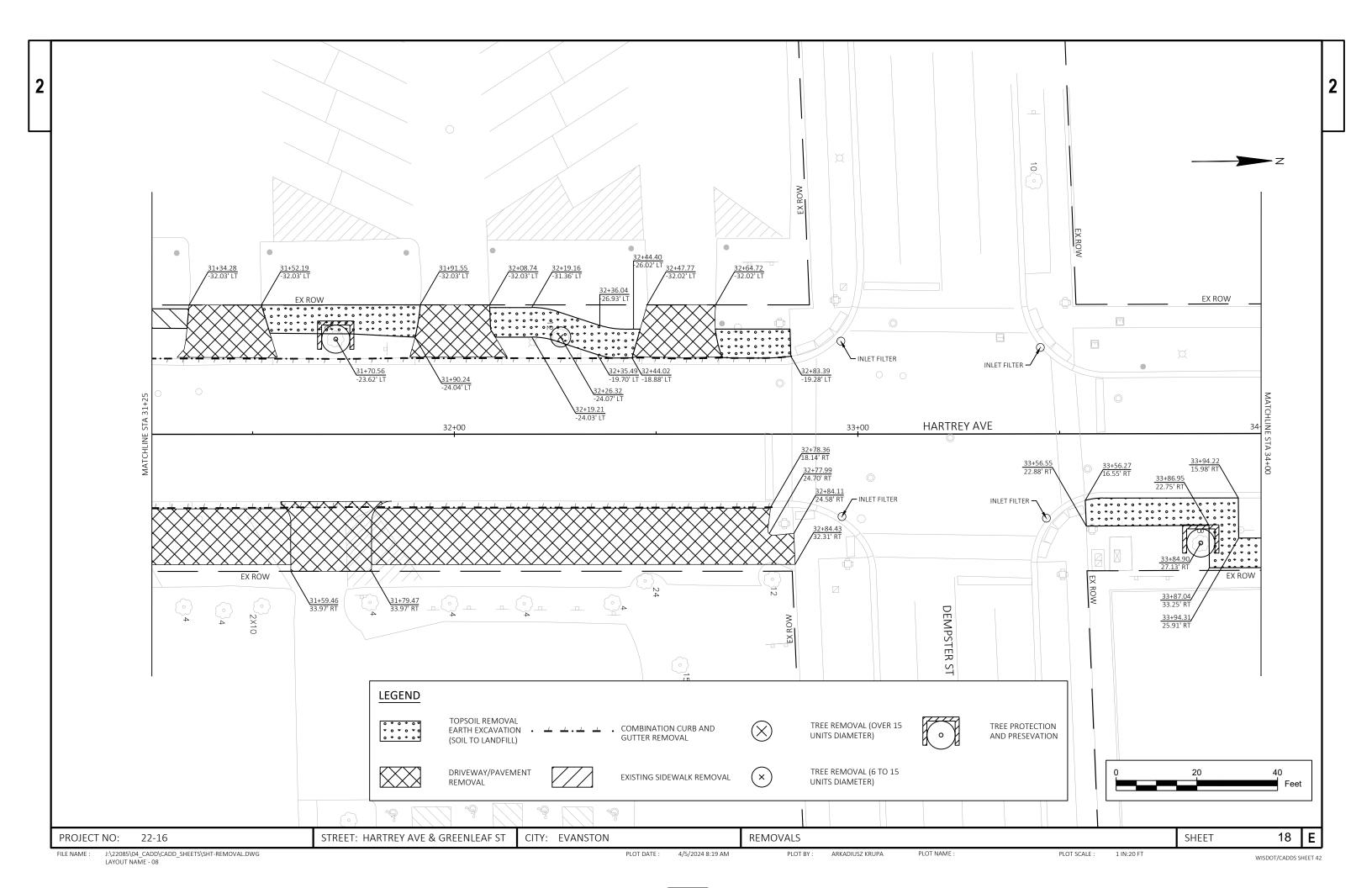
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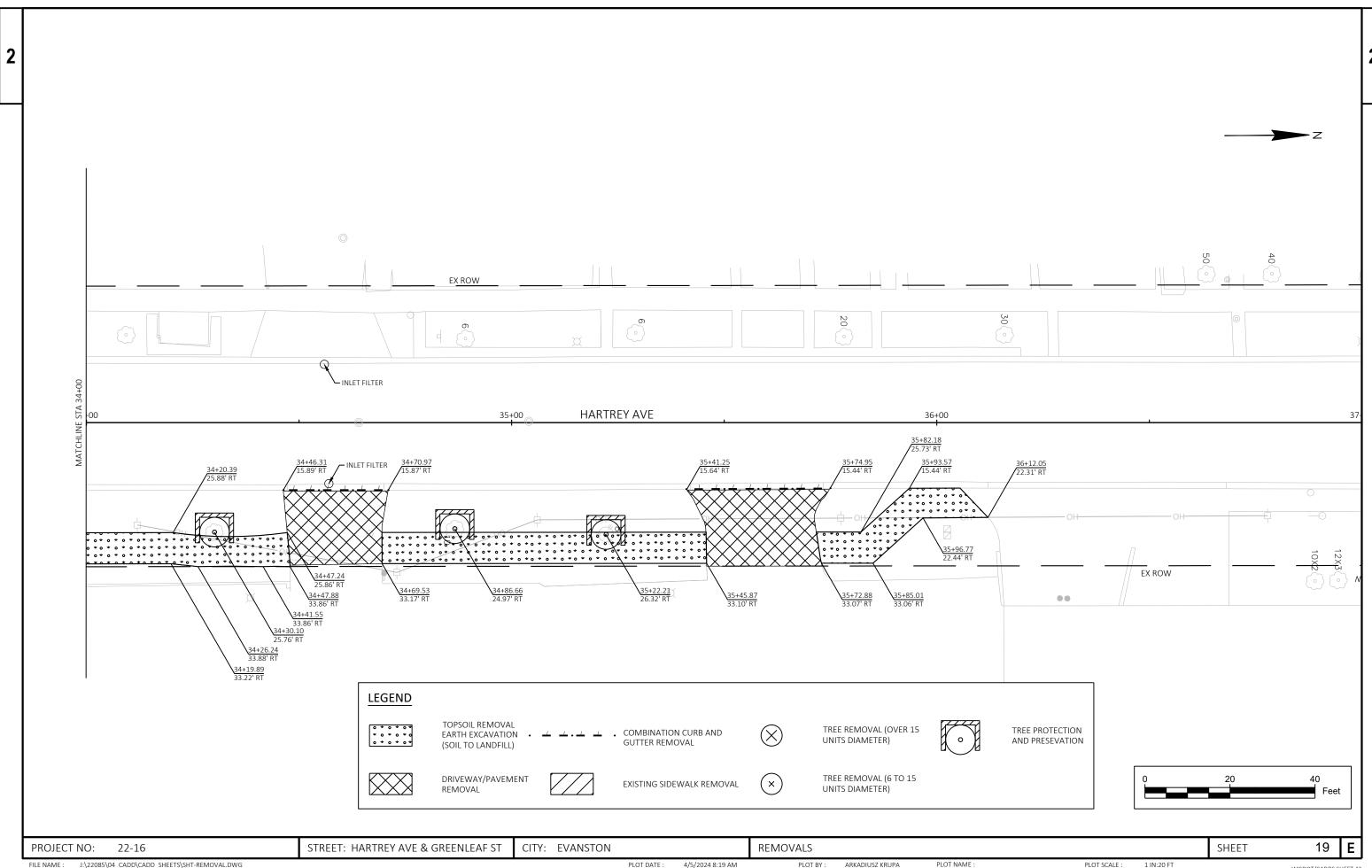




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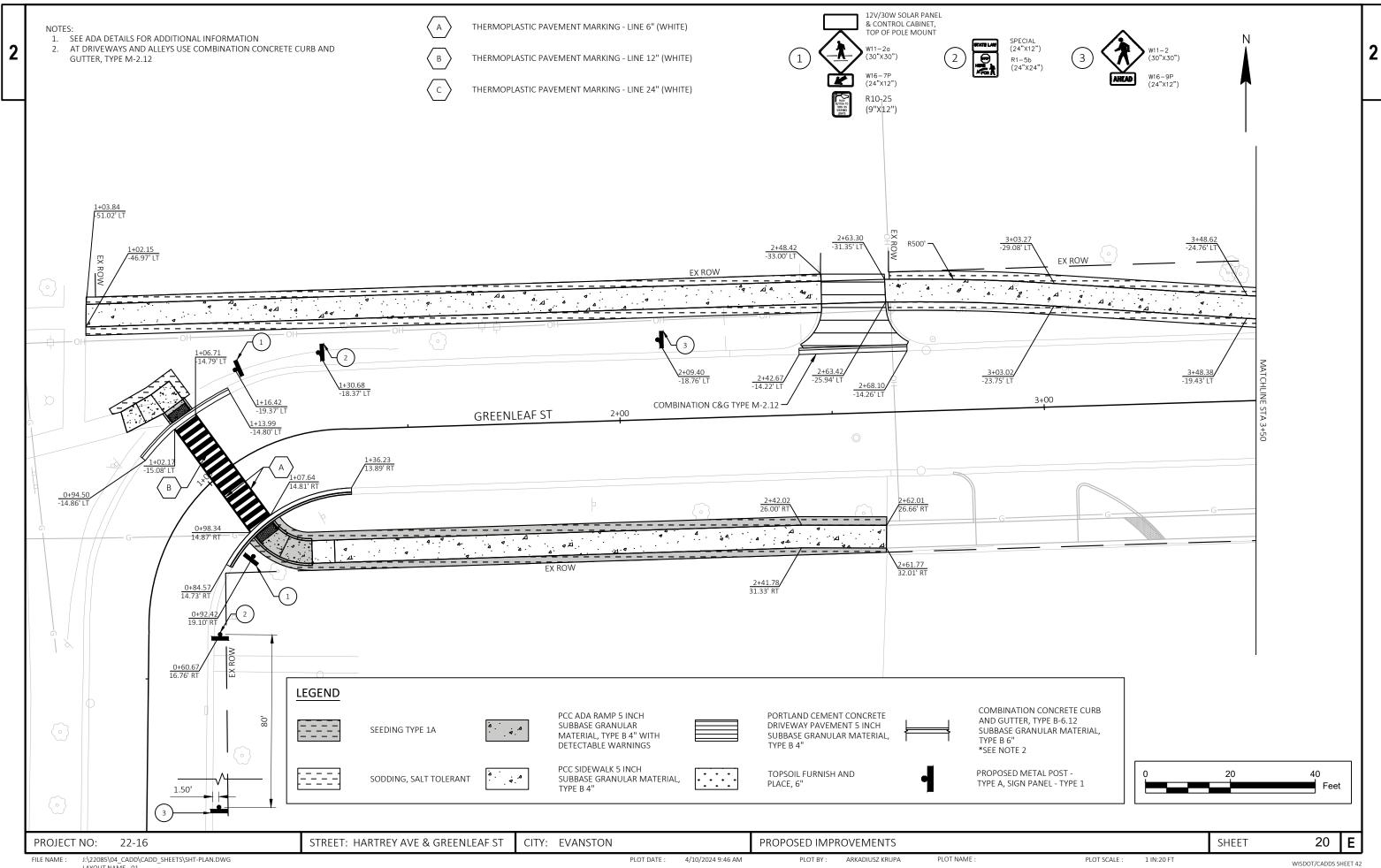


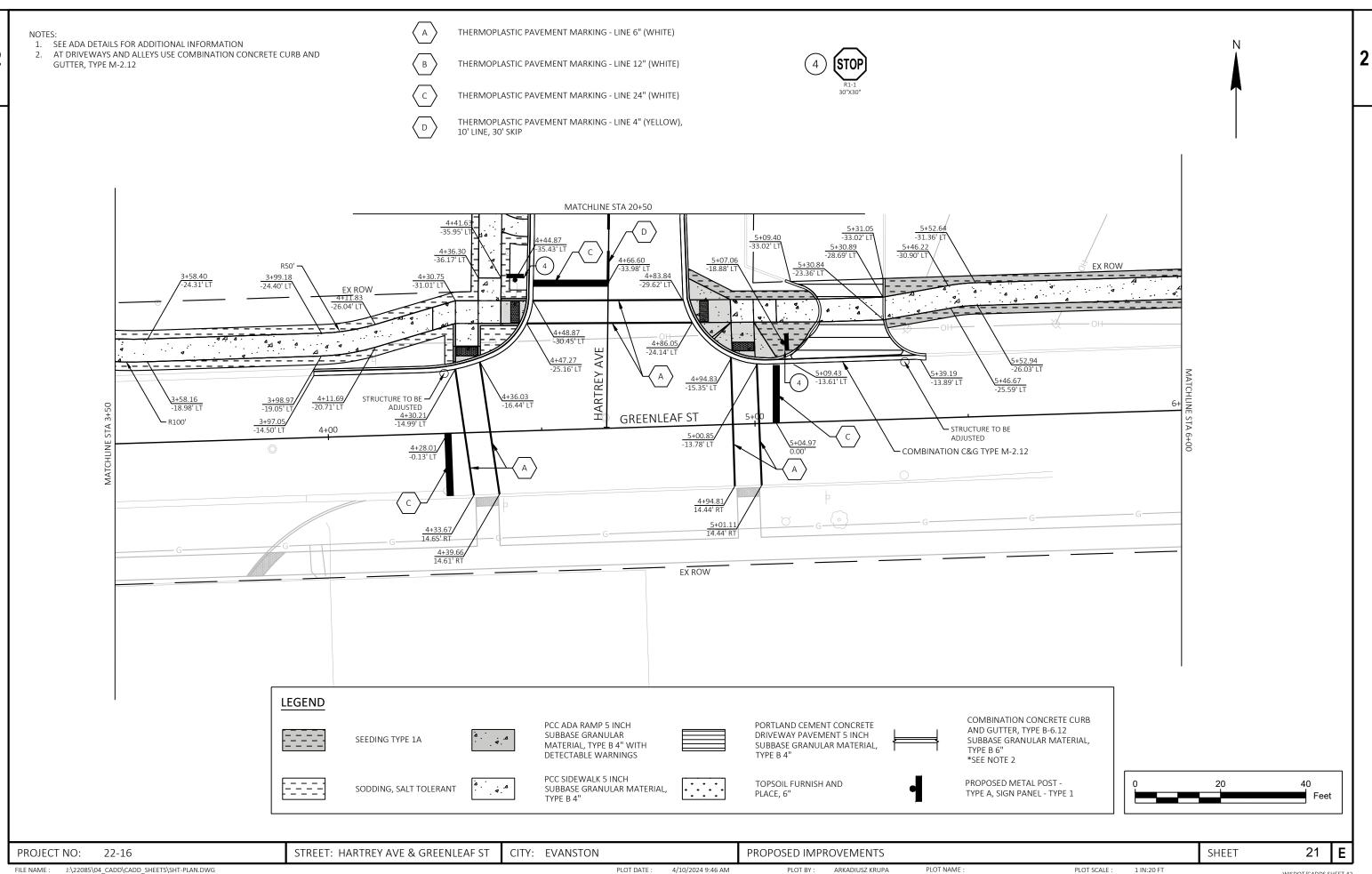


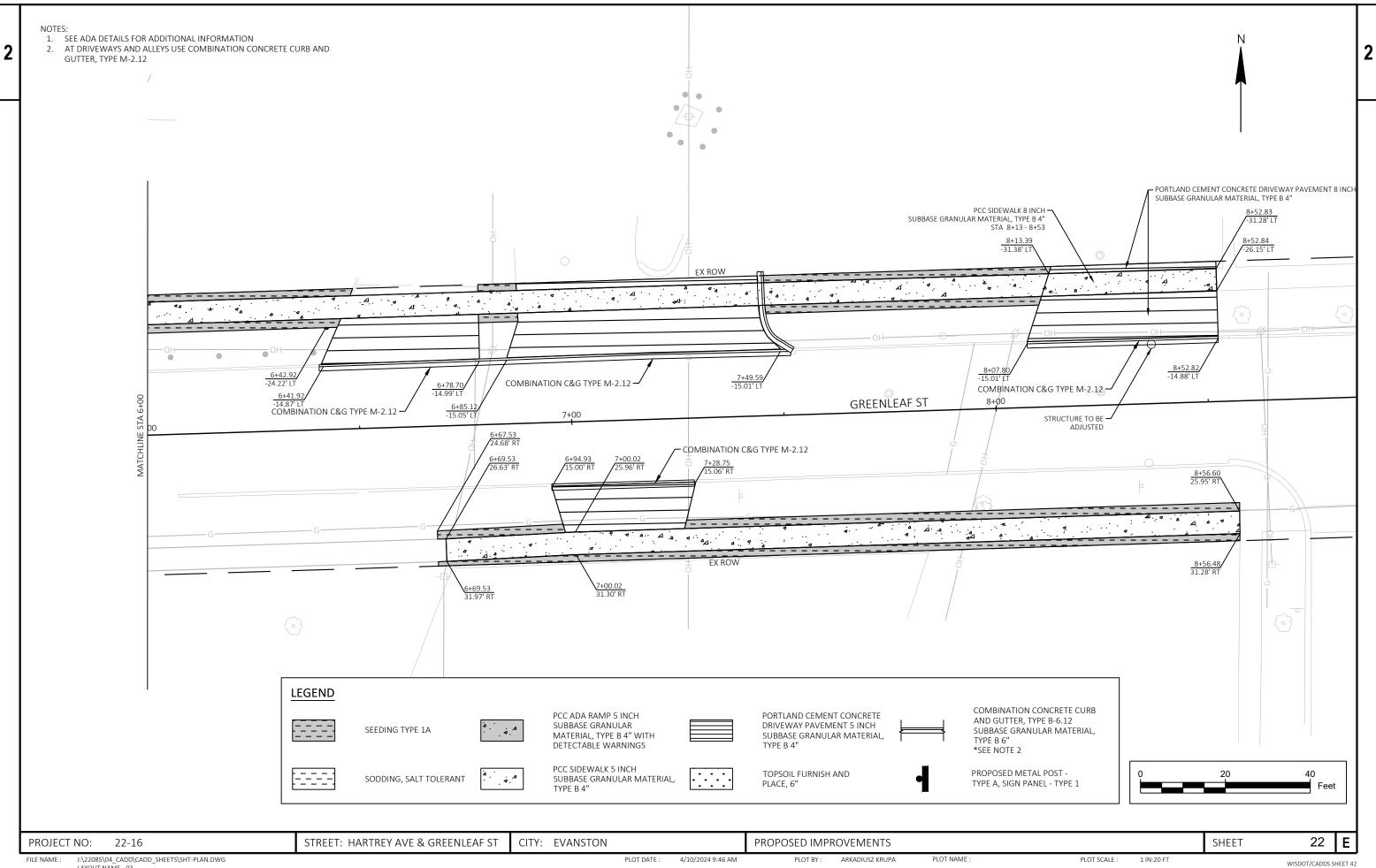


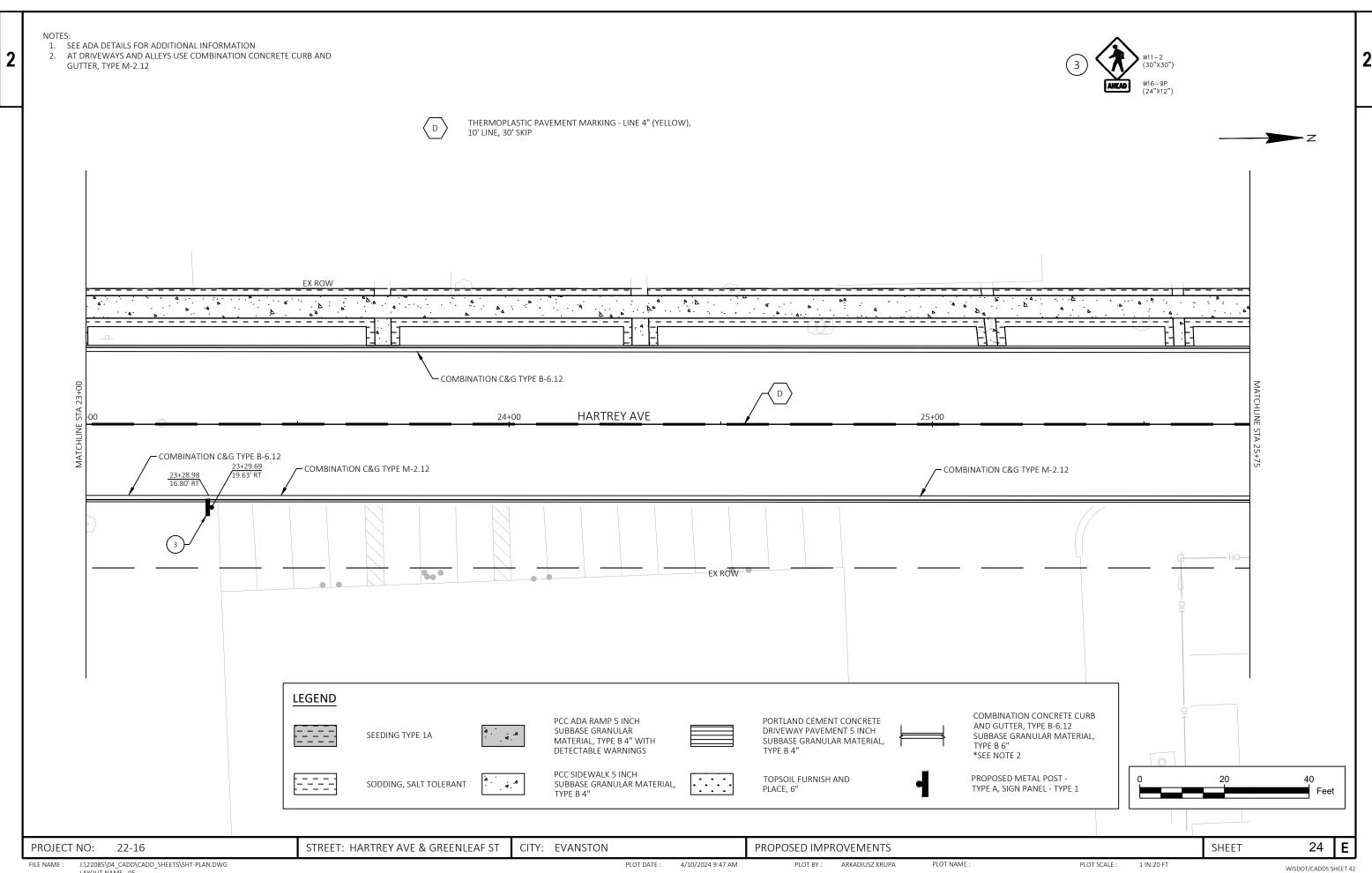
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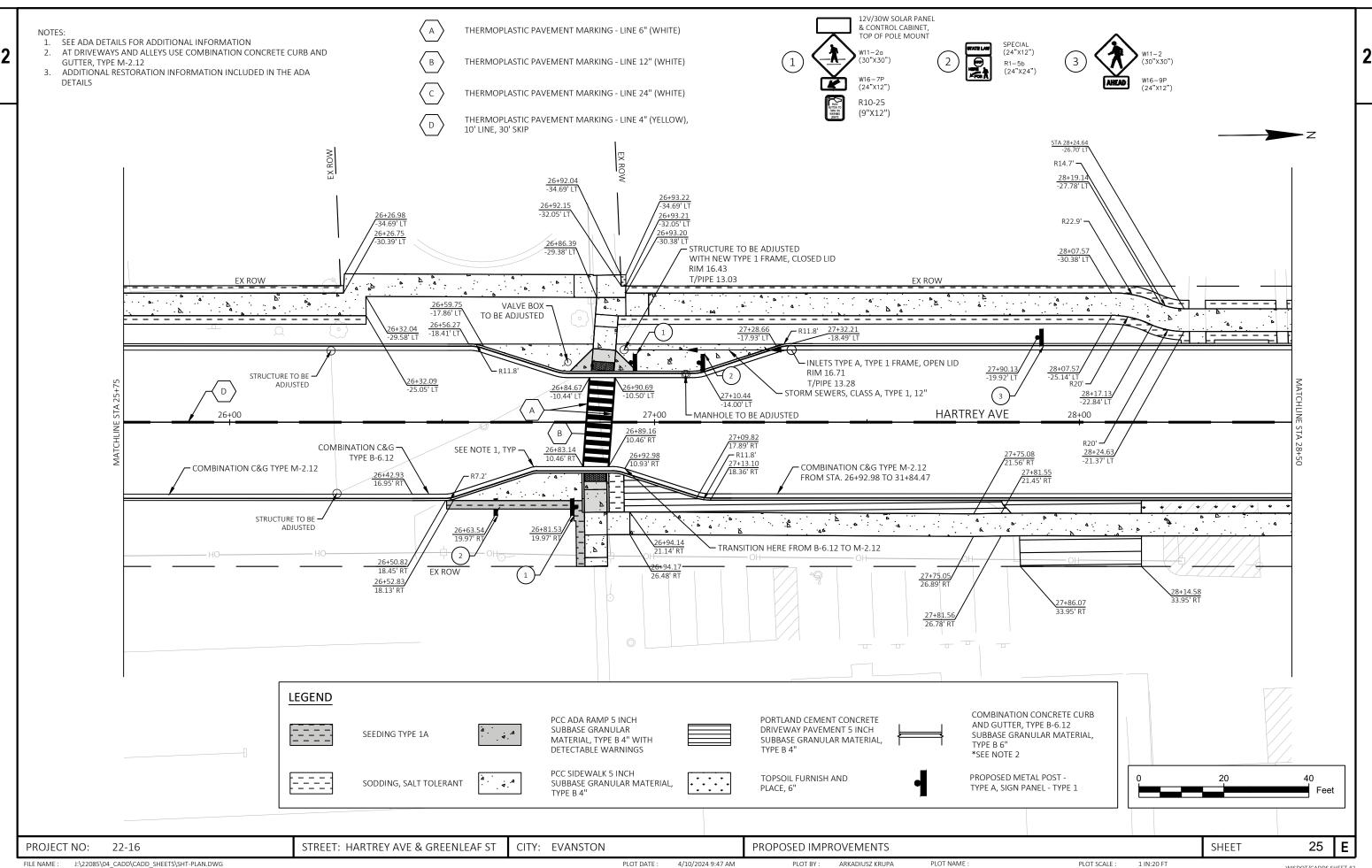
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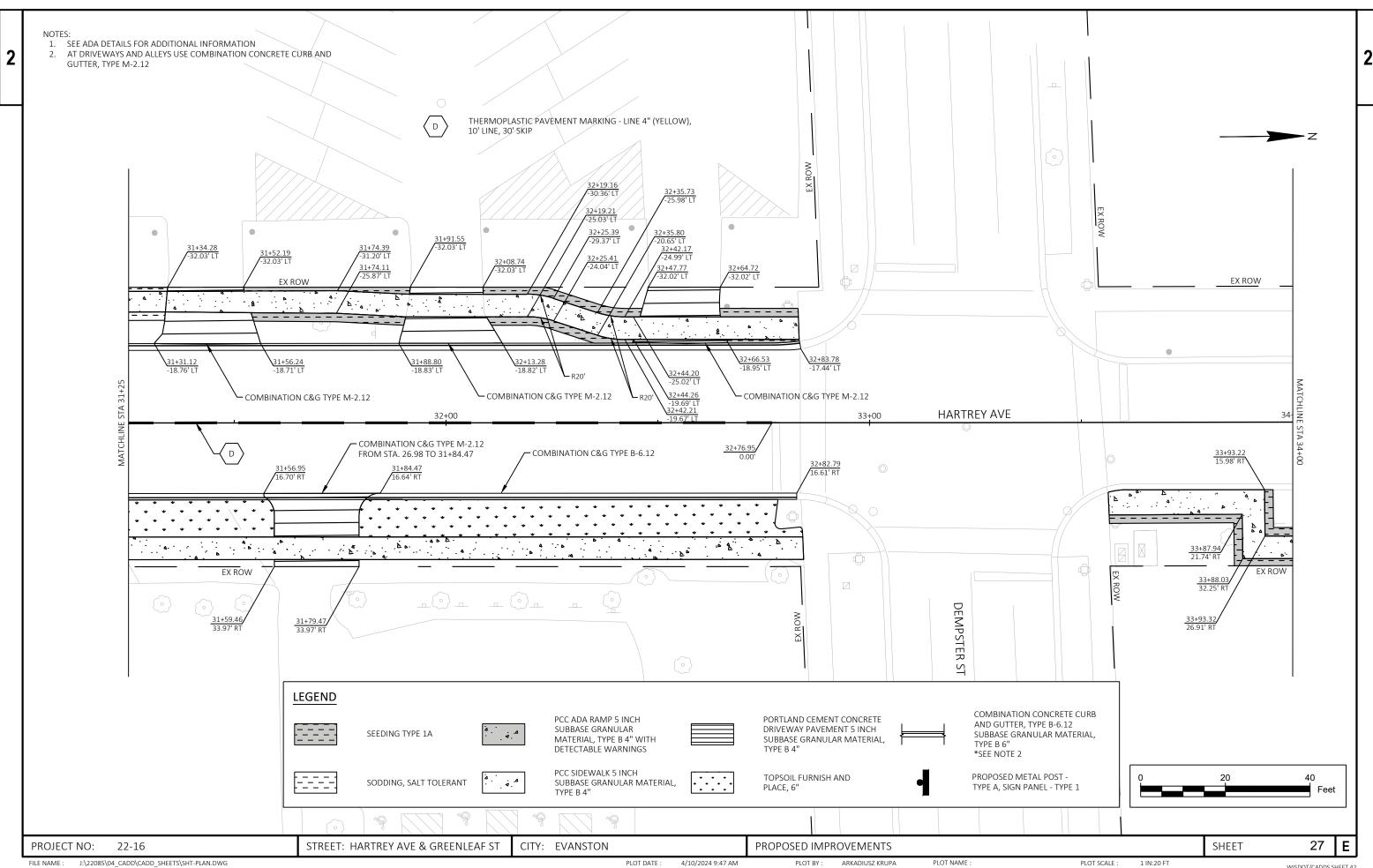












FILE NAME: J:\22085\04_CADD\CADD_SHEETS\SHT-PLAN.DWG PLOT DATE:

LAYOUT NAME - 08

GENERAL NOTES

- 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 LIGHTING UNITS TO BE REMOVED SHALL REMAIN THE PROPERTY OF THE CITY AND BE RETURNED TO A LOCATION DESIGNATED BY THE ENGINEER.
- 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.

LEGEND



EXISTING LIGHTING UNIT TO REMAIN

PROPOSED CONDUIT OR UNIT DUCT, TYPE AND SIZE AS NOTED

— — — EXISTING CONDUIT OR UNIT DUCT TO REMAIN

INDEX OF DRAWINGS

LIGHTING LEGEND, GENERAL NOTES, AND INDEX OF DRAWINGS E-1

EXISTING LIGHTING REMOVAL PLAN E-2 THRU E-5

E-6 THRU E-9 PROPOSED LIGHTING PLAN

CITY: EVANSTON LIGHTING LEGEND, GENERAL NOTES, AND INDEX OF DRAWINGS PROJECT NO: 22-16 STREET: HARTREY AVE & GREENLEAF ST

SHEET

29

E-1

J:\22085\04_CADD\CADD_SHEETS\SHT-E1_LIGHTING GEN NOTES.DWG FILE NAME :

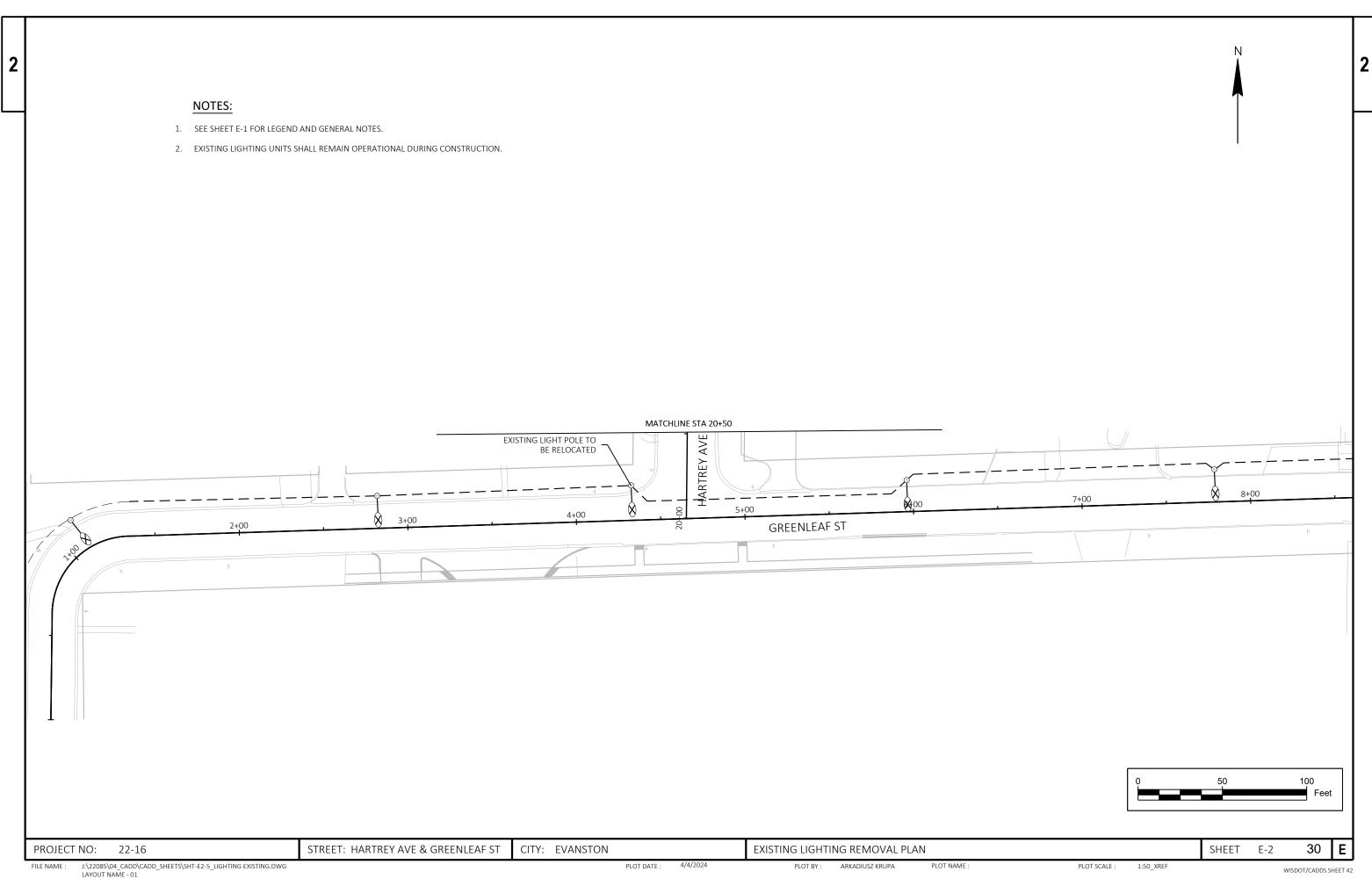
4/4/2024 PLOT DATE :

PLOT BY: ARKADIUSZ KRUPA

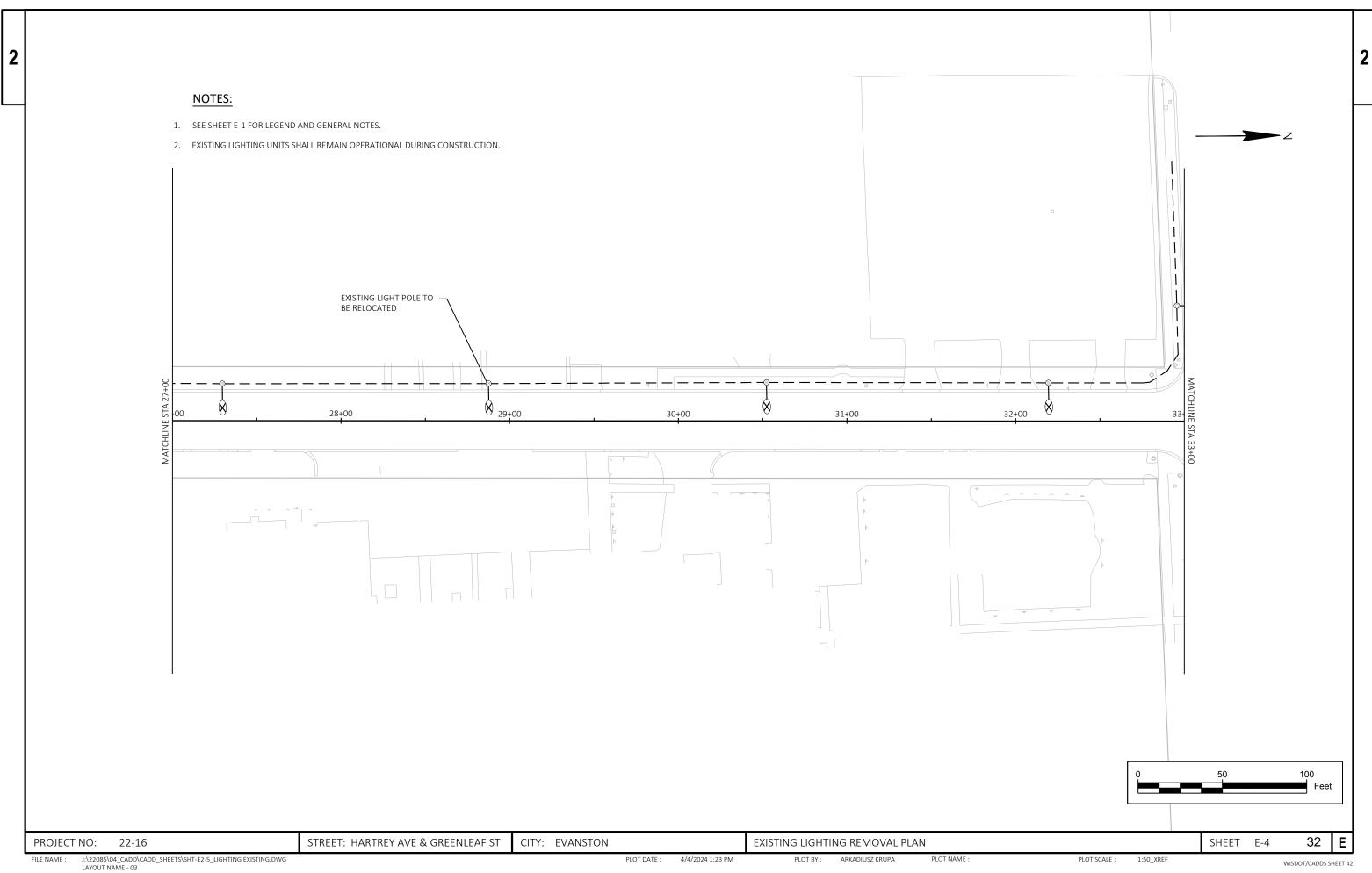
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PLOT SCALE :

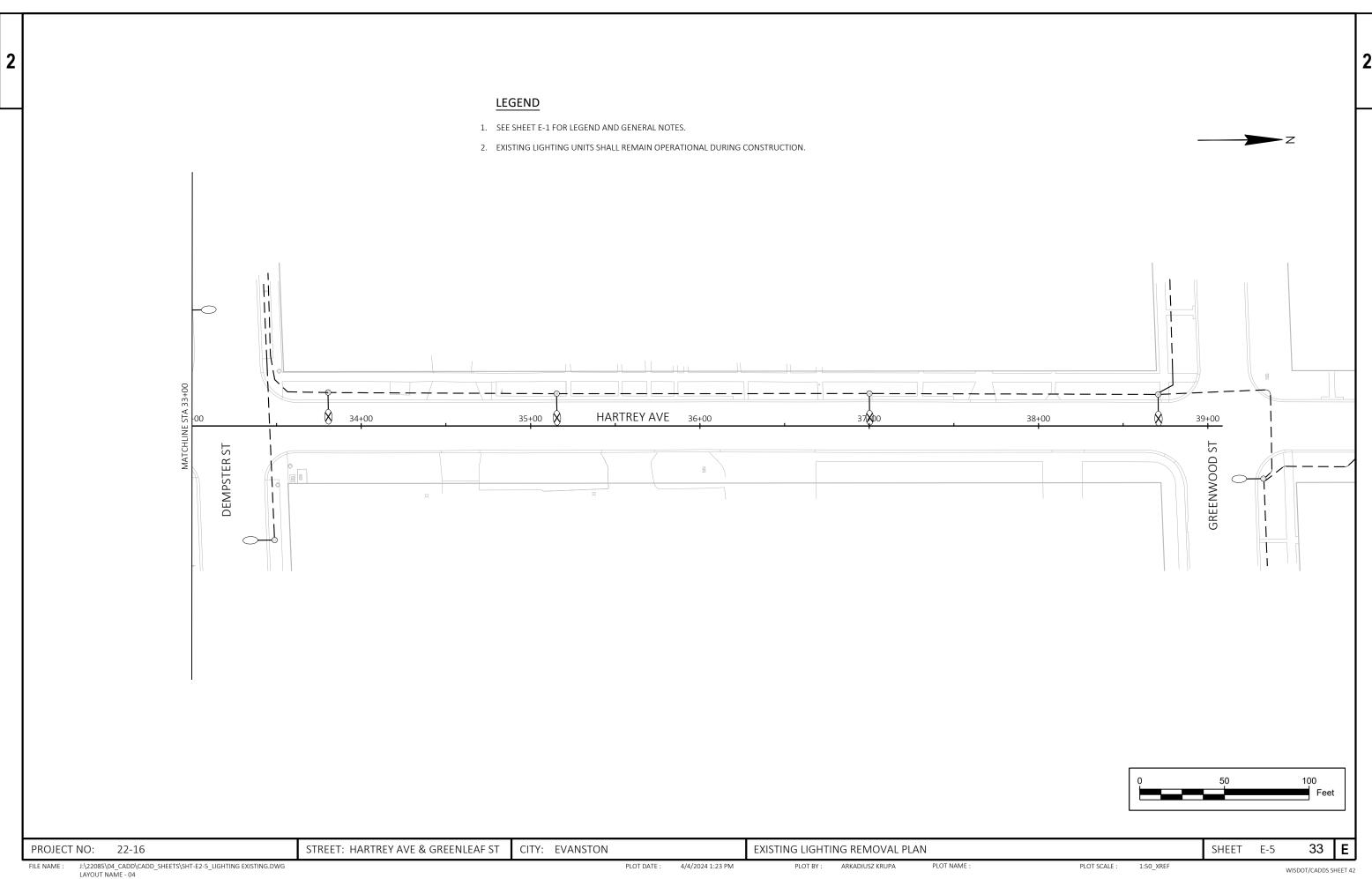
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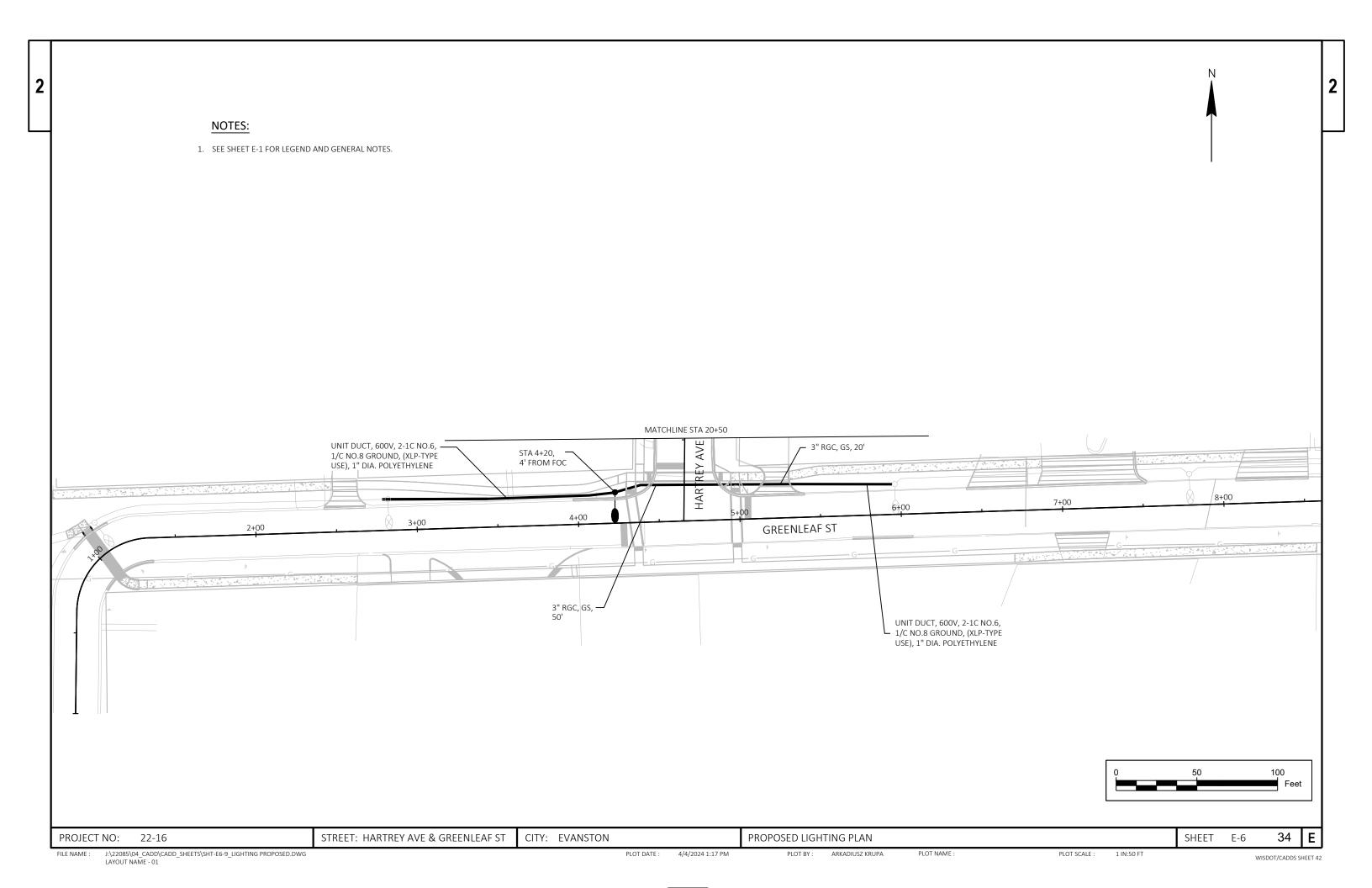


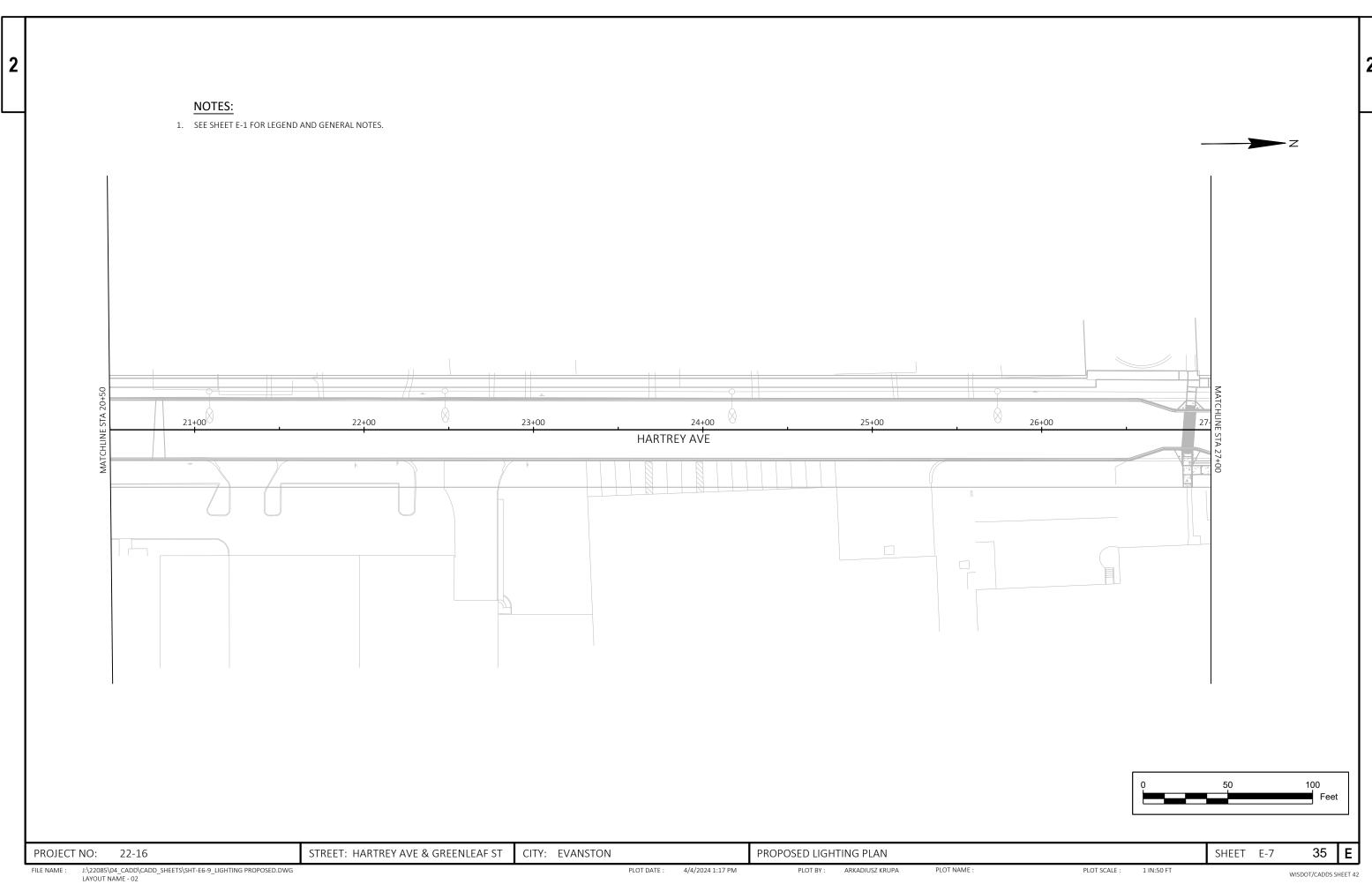
AYOUT NAME - 02



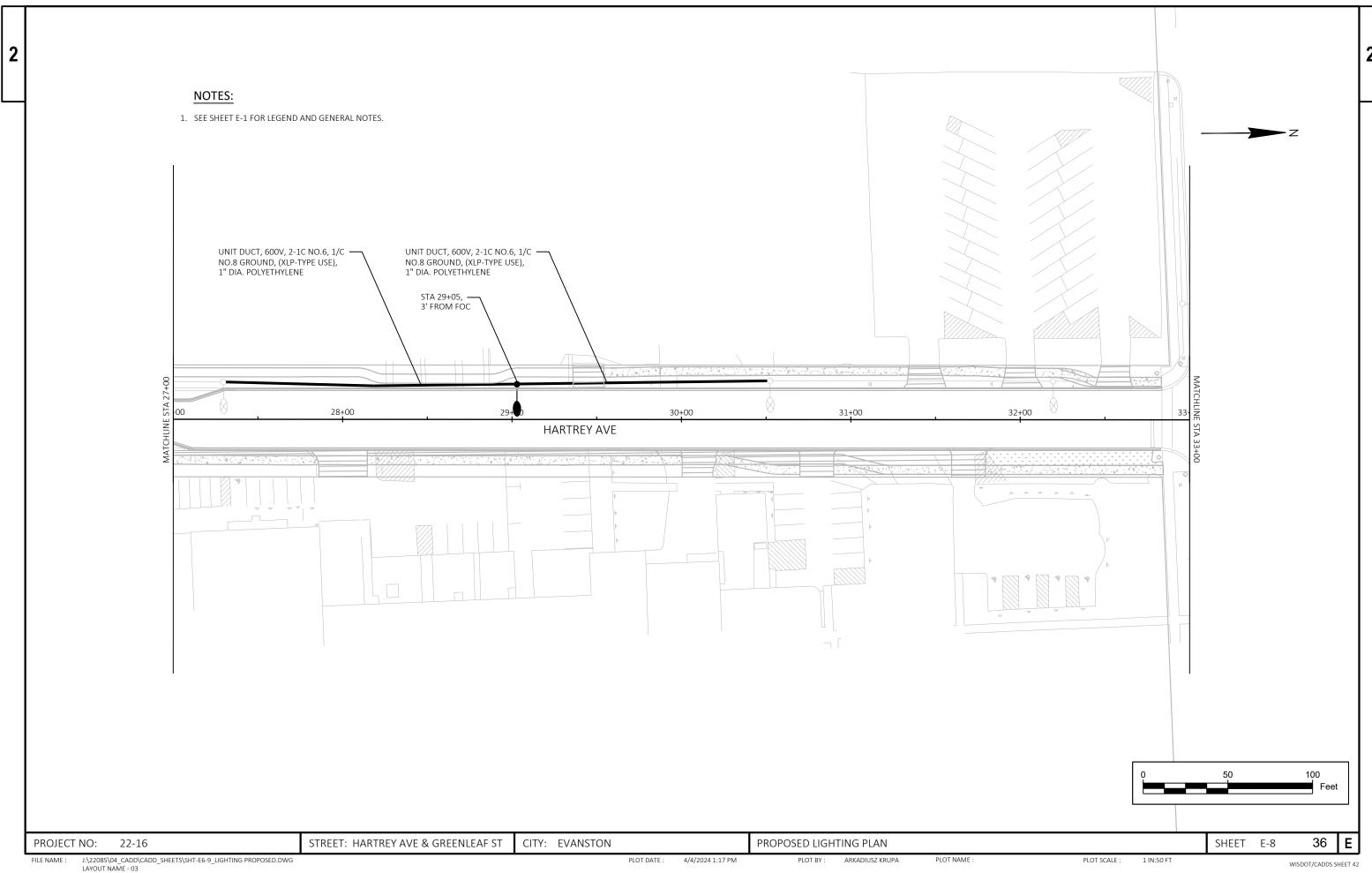
LAYOUT NAME - 03

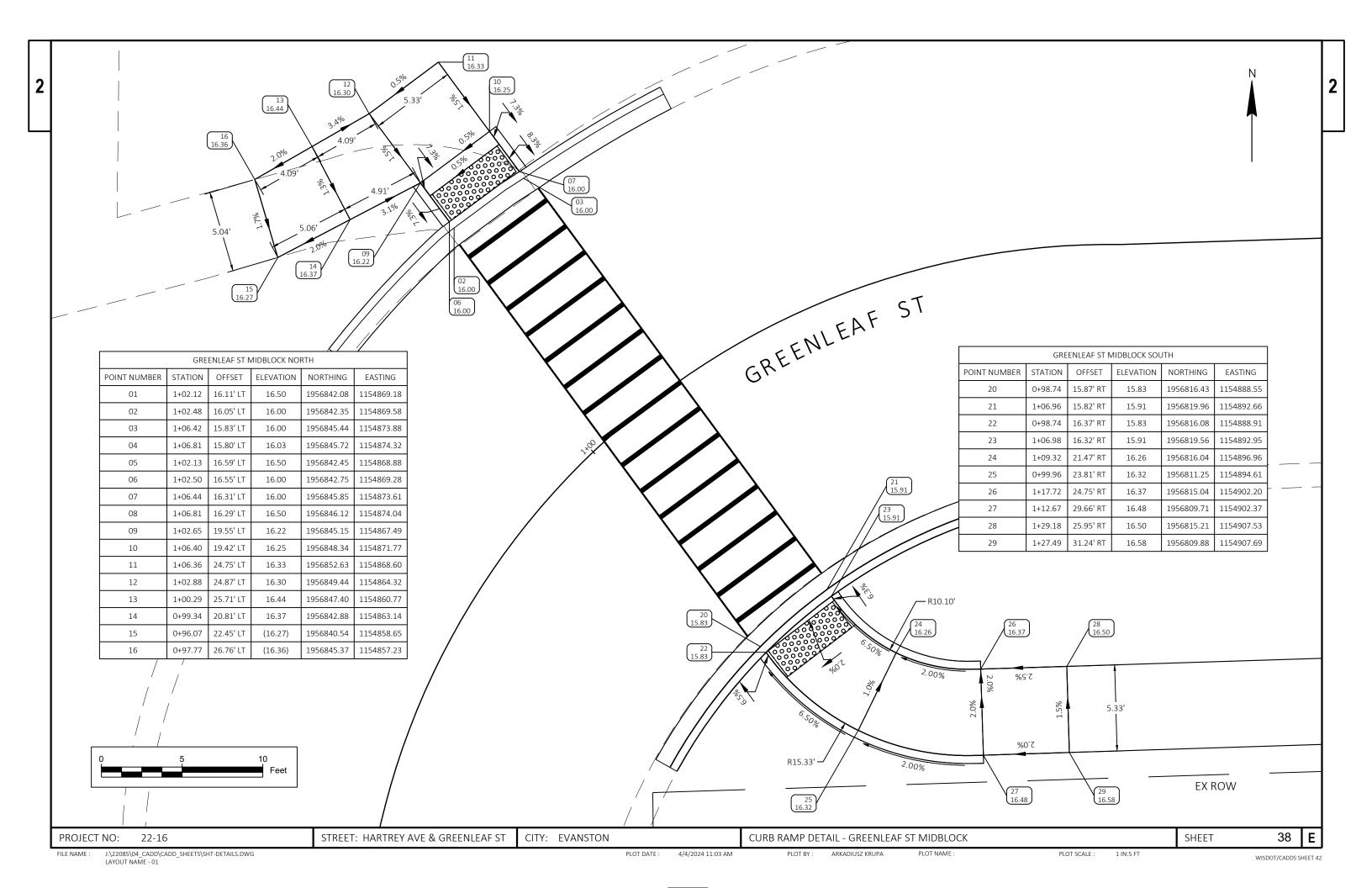


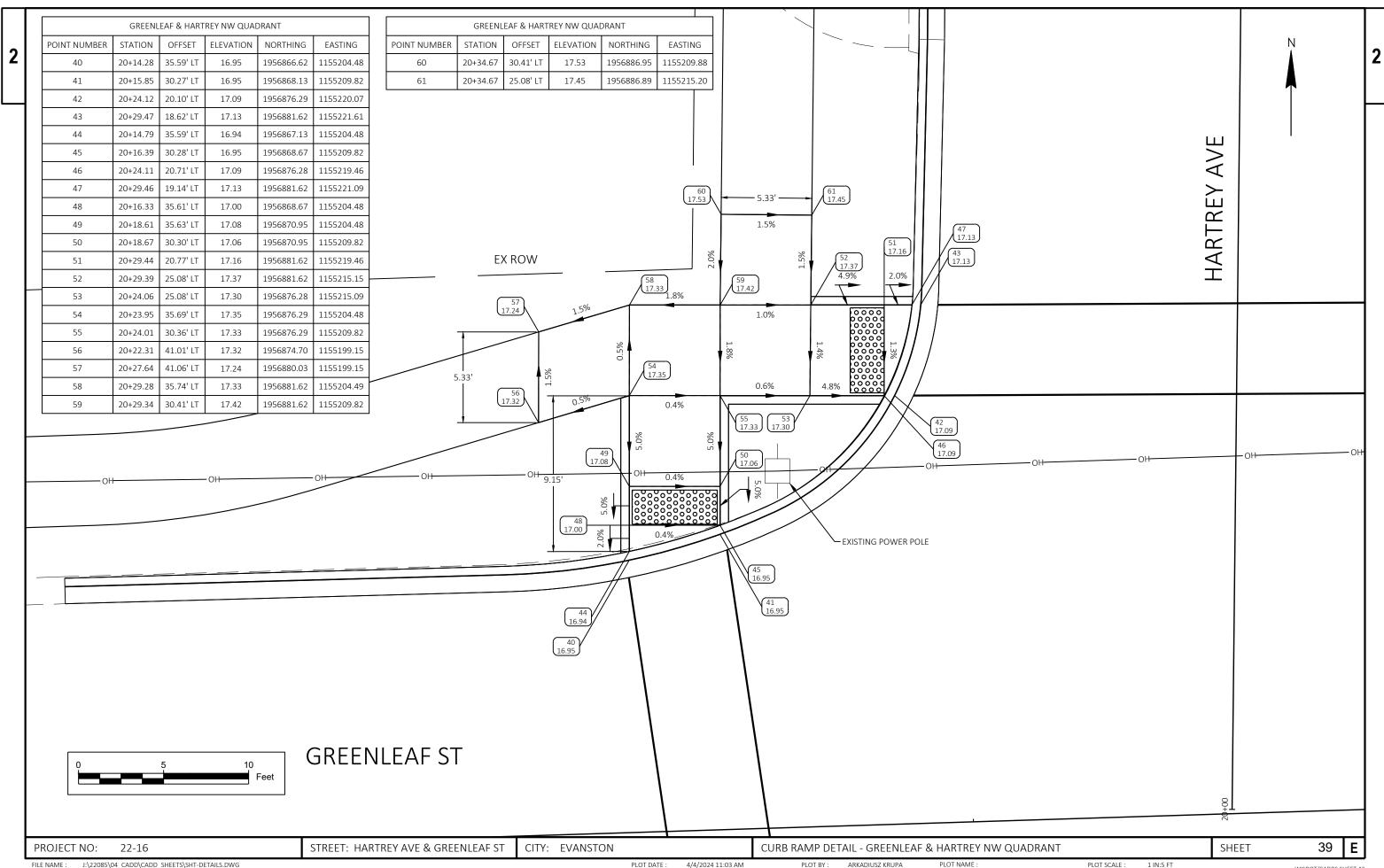




WISDOT/CADDS SHEET 42



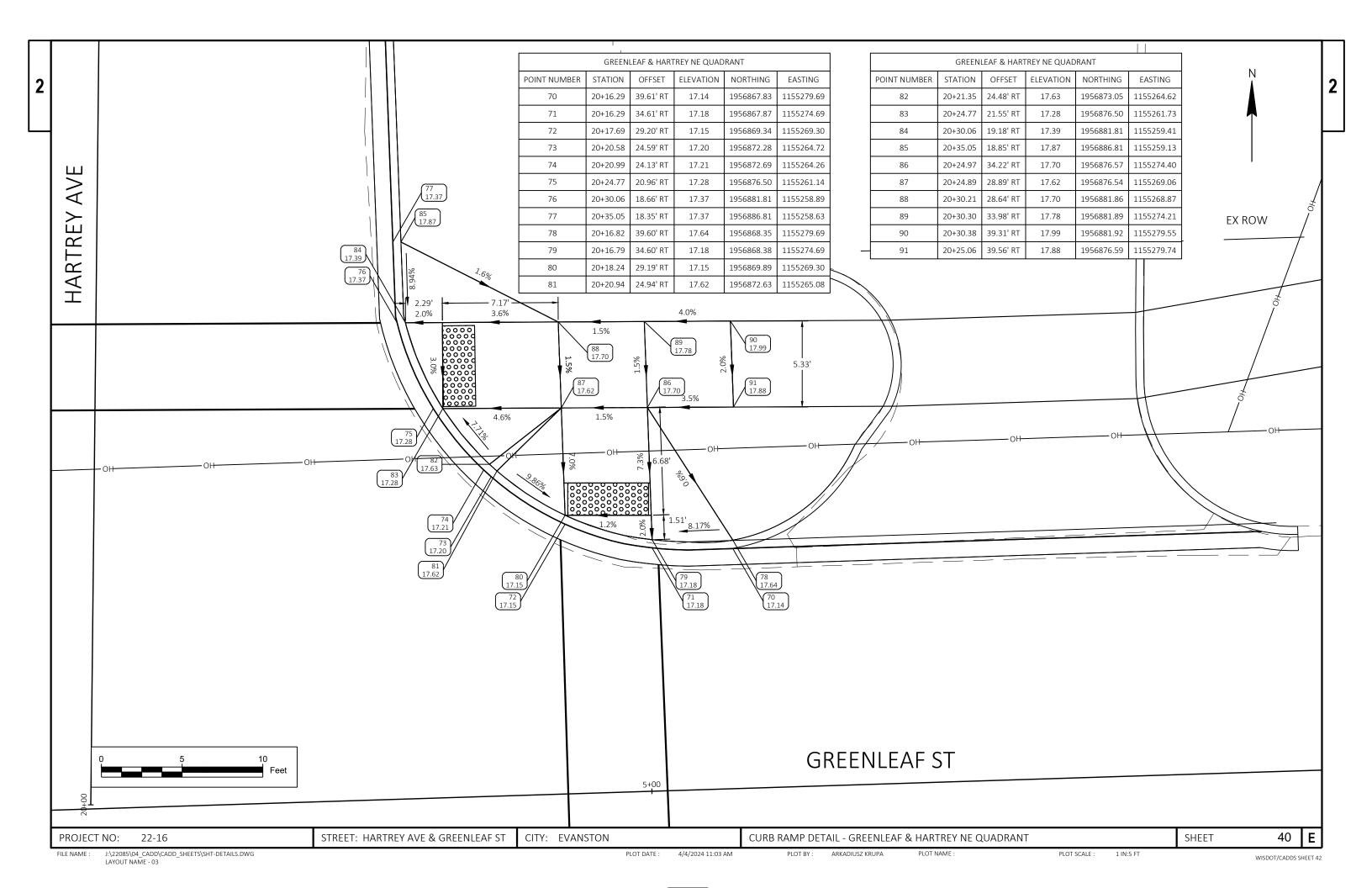




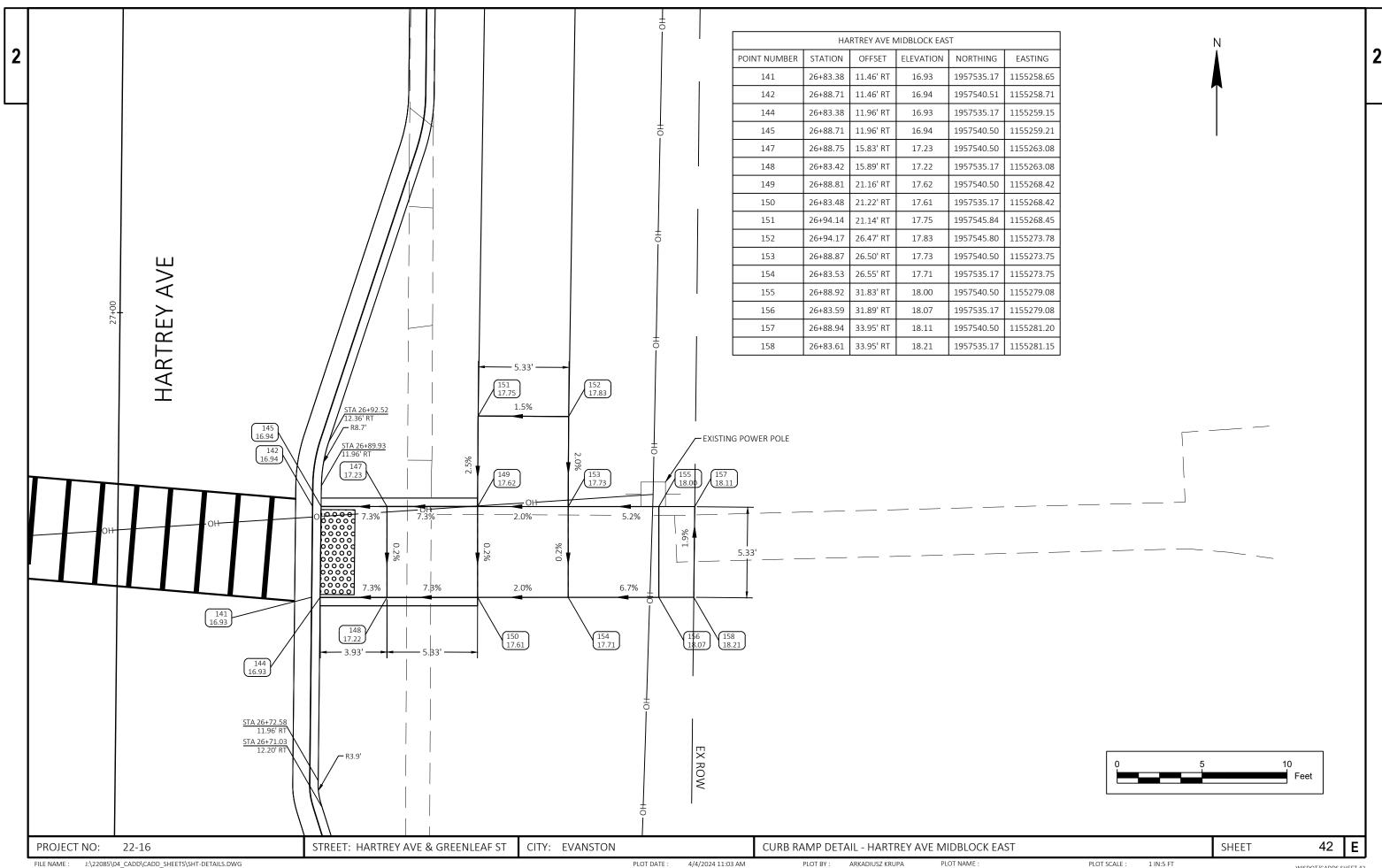
FILE NAME : J:\22085\04_CADD\CADD_SHEETS\SHT-DETAILS.DWG PLOT DATE : 4/4/2024 11:03 AM PLOT BY: ARKADIUSZ KRUPA

1 IN:5 FT

WISDOT/CADDS SHEET 42



FILE NAME: J:\2208S\04_CADD\CADD\CADD\SHEETS\SHT-DETAILS.DWG PLOT DATE: 4/4/2024 11:03 AM PLOT BY: ARKADIUSZ KRUPA PLOT NAME: PLOT SCALE: 1 IN:5 FT WISDOT/CADDS SHEET 42

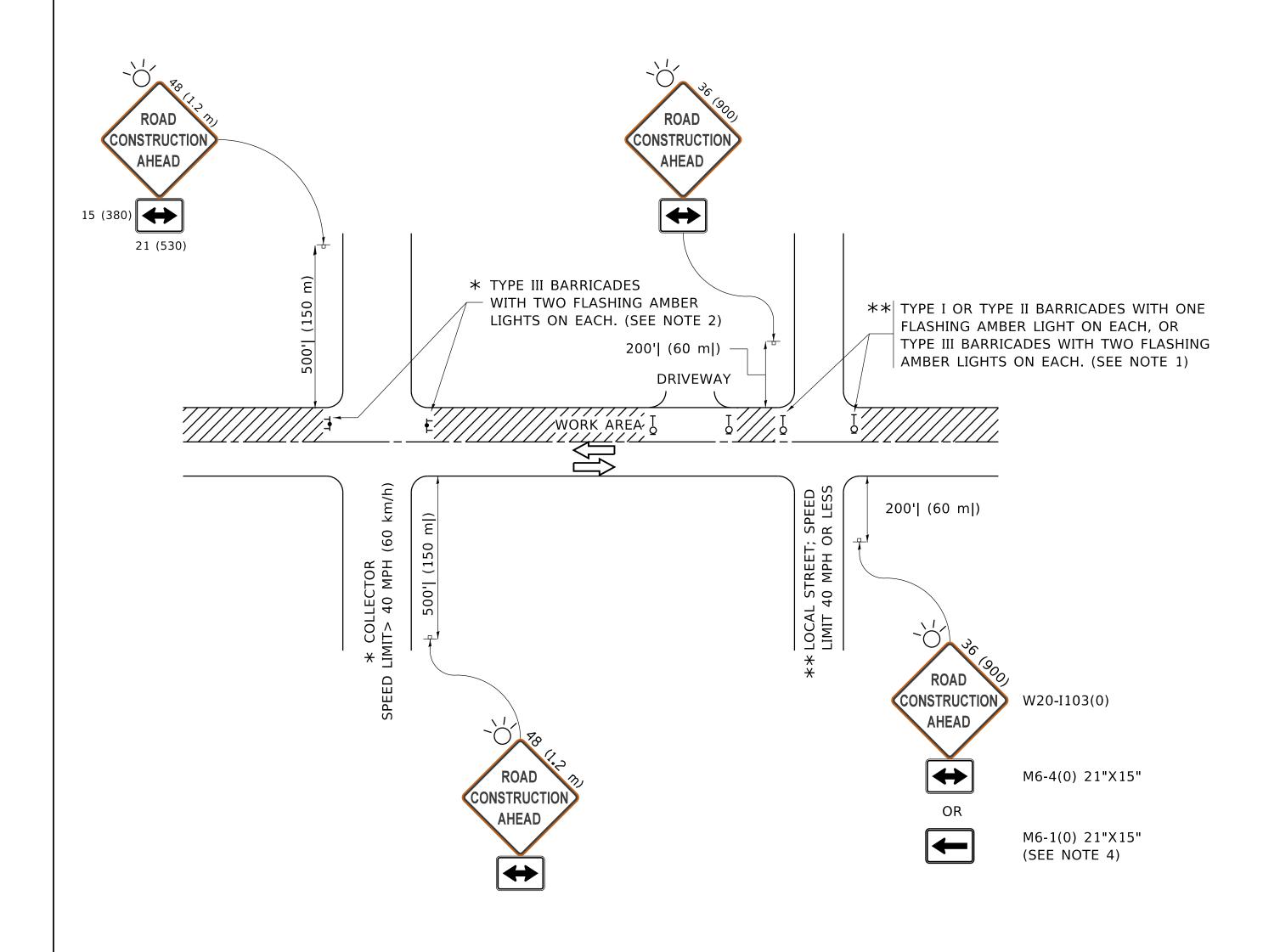


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PLOT DATE : 4/4/2024 11:03 AM PLOT BY: ARKADIUSZ KRUPA

PLOT SCALE :

WISDOT/CADDS SHEET 42



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.
- THE CLOSED PORTION OF THE MAIN ROUTE SHALL BE PROTECTED BY b) 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.
- WHEN THE SIDE ROAD LIES BETWEEN THE BEGINNING OF THE MAINLINE 4. SIGNING AND THE WORK ZONE, A SINGLE HEADED ARROW (M6-1) SHALL BE USED IN LIEU OF THE DOUBLE HEADED ARROW (M6-4).

SCALE: NONE

- 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.

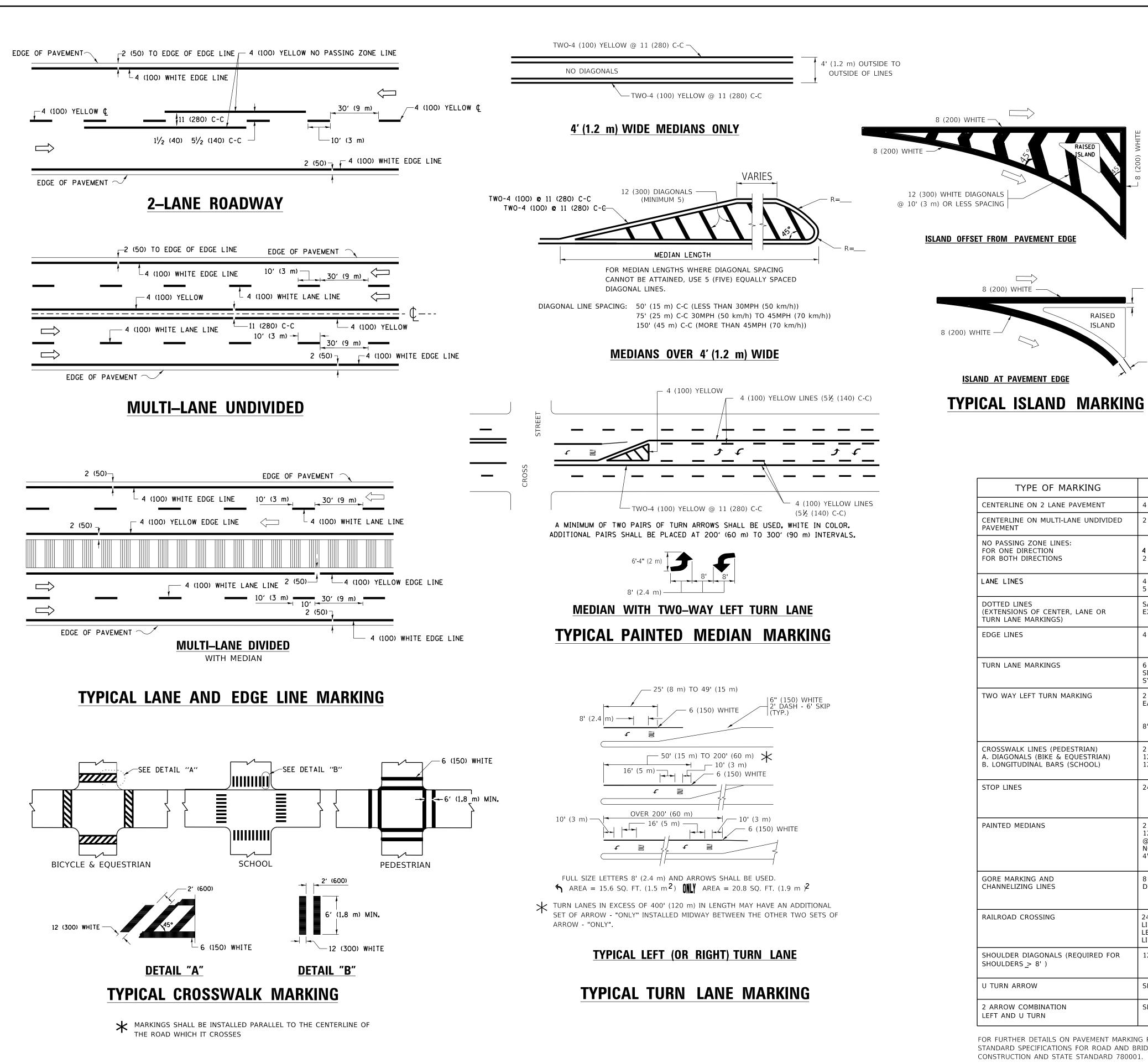
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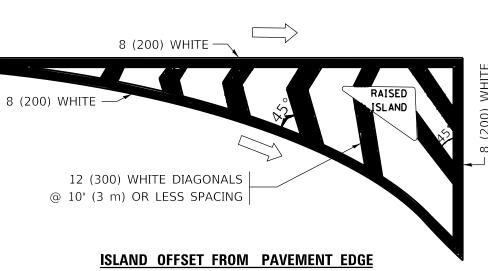
STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS SHEET 1 OF 1 SHEETS STA.

TO STA.

TOTAL SHEET NO. F.A. RTE. SECTION COUNTY 43 TC-10 CONTRACT NO. ILLINOIS FED. AID PROJECT

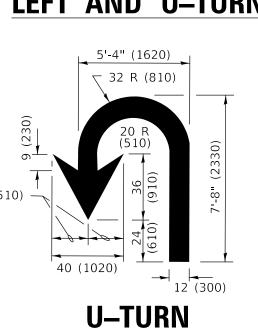




8 (200) WHITE — 8 (200) WHITE — **ISLAND AT PAVEMENT EDGE**

20 (510) 64 (1620)

COMBINATION LEFT AND U-TURN



LANE REDUCTION TRANSITION

SPEED LIMIT

35

40

45

50

55

425

500

580

665

750

LANE REDUCTION ARROWS REQUIRED AT SPEEDS OF 45 MPH OR GREATER OR WHEN SPECIFIED IN PLANS.

TYPE OF MARKING	WIDTH OF LINE	PATTERN	COLOR	SPACING / REMARKS
CENTERLINE ON 2 LANE PAVEMENT	4 (100)	SKIP-DASH	YELLOW	10' (3 m) LINE WITH 30' (9 m) SPACE
CENTERLINE ON MULTI-LANE UNDIVIDED PAVEMENT	2 @ 4 (100)	SOLID	YELLOW	11 (280) C-C
NO PASSING ZONE LINES: FOR ONE DIRECTION FOR BOTH DIRECTIONS	4 (100) 2 @ 4 (100)	SOLID SOLID	YELLOW YELLOW	5½ (140) C-C FROM SKIP-DASH CENTERLINE 11 (280) C-C OMIT SKIP-DASH CENTERLINE BETWEEN
LANE LINES	4 (100) 5 (125) ON FREEWAYS	SKIP-DASH SKIP-DASH	WHITE WHITE	10' (3 m) LINE WITH 30' (9 m) SPACE
DOTTED LINES (EXTENSIONS OF CENTER, LANE OR TURN LANE MARKINGS)	SAME AS LINE BEING EXTENDED	SKIP-DASH	SAME AS LINE BEING EXTENDED	2' (600) LINE WITH 6' (1.8 m) SPACE
EDGE LINES	4 (100)	SOLID	YELLOW-LEFT WHITE-RIGHT	OUTLINE MEDIANS IN YELLOW
TURN LANE MARKINGS	6 (150) LINE; FULL SIZE LETTERS & SYMBOLS (8' (2.4m))	SOLID	WHITE	SEE TYPICAL TURN LANE MARKING DETAIL
TWO WAY LEFT TURN MARKING	2 @ 4 (100) EACH DIRECTION 8' (2.4m) LEFT ARROW	SKIP-DASH AND SOLID IN PAIRS	YELLOW	10' (3 m) LINE WITH 30' (9 m) SPACE FOR SKIP-DASH; 5½ (140) C-C BETWEEN SOLID LINE AND SKIP-DASH LINE SEE TYPICAL TWO-WAY LEFT TURN MARKING DETAIL
CROSSWALK LINES (PEDESTRIAN) A. DIAGONALS (BIKE & EQUESTRIAN) B. LONGITUDINAL BARS (SCHOOL)	2 @ 6 (150) 12 (300) @ 45° 12 (300) @ 90°	SOLID SOLID SOLID	WHITE WHITE WHITE	NOT LESS THAN 6' (1.8 m) APART 2' (600) APART 2' (600) APART SEE TYPICAL CROSSWALK MARKING DETAILS.
STOP LINES	24 (600)	SOLID	WHITE	PLACE 4' (1.2 m) IN ADVANCE OF AND PARALLEL TO CROSSWALK, IF PRESENT. OTHERWISE, PLACE AT DESIRED STOPPING POINT. PARALLEL TO CROSSROAD CENTERLINE, WHERE POSSIBLE
PAINTED MEDIANS	2 @ 4 (100) WITH 12 (300) DIAGONALS @ 45° NO DIAGONALS USED FOR 4' (1.2 m) WIDE MEDIANS	SOLID	YELLOW: TWO WAY TRAFFIC WHITE: ONE WAY TRAFFIC	11 (280) C-C FOR THE DOUBLE LINE SEE TYPICAL PAINTED MEDIAN MARKING.
GORE MARKING AND CHANNELIZING LINES	8 (200) WITH 12 (300) DIAGONALS @ 45°	SOLID	WHITE	DIAGONALS: 15' (4.5 m) C-C (LESS THAN 30MPH (50 km/h)) 20' (6 m) C-C 30MPH (50 km/h) TO 45MPH (70 km/h)) 30' (9 m) C-C (OVER 45MPH (70 km/h))
RAILROAD CROSSING	24 (600) TRANSVERSE LINES; "RR" IS 6' (1.8 m) LETTERS; 16 (400) LINE FOR "X"	SOLID	WHITE	SEE STATE STANDARD 780001 AREA OF: "R"=3.6 SQ. FT. (0.33 m 2) EACH "X"=54.0 SQ. FT. (5.0 m 2)
SHOULDER DIAGONALS (REQUIRED FOR SHOULDERS _> 8')	12 (300) @ 45°	SOLID	WHITE - RIGHT YELLOW - LEFT	50' (15 m) C-C (LESS THAN 30MPH (50 km/h)) 75' (25 m) C-C (30 MPH (50 km/h) TO 45MPH (70 km/h)) 150' (45 m) C-C (OVER 45MPH (70 km/h))
U TURN ARROW	SEE DETAIL	SOLID	WHITE	16.3 SF
2 ARROW COMBINATION LEFT AND U TURN	SEE DETAIL	SOLID	WHITE	30.4 SF

FOR FURTHER DETAILS ON PAVEMENT MARKING REFER TO STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND STATE STANDARD 780001.

SCALE: NONE

All dimensions are in inches (millimeters) unless otherwise shown.

TOTAL SHEET NO.

44

C. JUCIUS 09-09-09 C. JUCIUS 07-01-13 C. JUCIUS 12-21-15 C. JUCIUS 04-12-16

STATE OF ILLINOIS **DEPARTMENT OF TRANSPORTATION**

SECTION COUNTY DISTRICT ONE TYPICAL PAVEMENT MARKINGS TC-13 CONTRACT NO. OF 2 SHEETS STA. TO STA. ILLINOIS FED. AID PROJECT

USER NAME = footemj

PLOT DATE = 3/4/2019

PLOT SCALE = 50.0000 ' / in.

DESIGNED

CHECKED

DRAWN

DATE

EVERS

- 03-19-90

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Trade Title	Rg	Туре	С	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	All	ALL		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

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		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
	All		2			1.5	1.5	2.0	2.0				2.70			
OPERATING ENGINEER	All	FLT		63.05	64.55	-			-	22.95	20.05	2.00	-		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	П	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	П	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	П	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	\Box	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	П	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	П	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	\Box	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

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
TUCKPOINTER	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

<u>Legend</u>

Rg Region

Type Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walks, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power

conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators;

Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin

Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

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

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

Registering for DemandStar



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

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

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

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

1 REGISTER

Go to:

https://www.demandstar.com/registration

Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Your email address here

Company Name

Your company name here

☐ I accept the DemandStar Terms of Use and Privacy Policy

Next

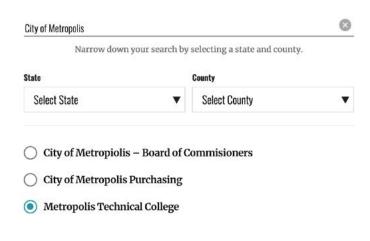


2 CHOOSE YOUR FREE AGENCY

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



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



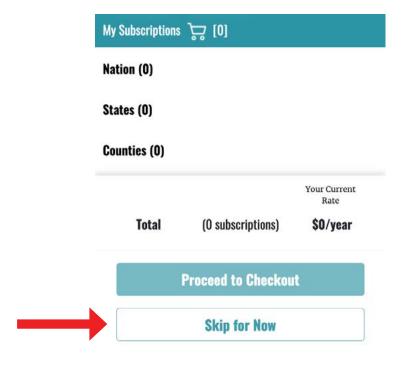
3 CHECK OUT

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

You have chosen Metropolis Technical College as your free agency.

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

Statewide and National subscriptions available.



SIGN UP

Visit www.demandstar.com





Introduction

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

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

Bid Identifier	Agency Name	Bid Status	Broadcast Date	Date Due ▼	Name	Actions
RFP-2019-01- 0-2019/df	Town of Malabar	Active	5/15/2019	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Malabar Parks and Recreation Board Memorial Wall Project	Planholders, Download/Order, Details
EBID- 20190077-0- 2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2010	Purchase Breaching "Backpa Gas Masks and Gas Mask Cartridg s for the Police Department JAG Grant Funded	E-Bidding, Planholders, Download/Order, Details

How to check if it is an e-bidding opportunity

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

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		Malabar Parks and Recreation Board Memorial Wall Project	Planholders, Download/Order, Details
EBID- 20190077-0- 2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2010		E-Bidding, Planholders, Download/Order, Details

In order to do e-bidding

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

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

Contact Information

*indicates required fields

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

In 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

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

In order to do ebidding

Upload your response documents in an accepted file format

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

E-Bid Response Documents

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

Bid Number EBID-20190077-0-2019/HF

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

Funded

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

No response documents uploaded

Agency Accepted File Formats



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

Upload Electronic Documents

Document Title *

Specify Upload Document * Choose File No file chosen

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

Upload

In order to do ebidding

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



Completing your e-bid submittal

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

EDIT **Agency Required Documents** 1. Bid Reply (Electronic/Online) 2. Checklist (Electronic/Online) 🗸 3. Subcontractor List (Electronic/Online) 4. Current Workload, List of Projects and Completion Dates (Electronic/Online) 🗸 Questionnaire (Electronic/Online) 6. Drug Free Workplace Form (Electronic/Online) ✓ Current Certificate of Insurance (Electronic/Online) 8. License/Certification to do Described Work (Electronic/Online) Reference Check Form (Electronic/Online) 10. E-Bid Reply Excel Spreadsheet (Electronic/Online) 11. E-Bid Bond (Electronic/Online) 🗸 12. Vendor Code of Ethics (Electronic/Online) 13. W-9 form (Electronic/Online) 🗸 EDIT **Uploaded Documents** 1. test document upload to ensure ebidding active E-Bid Confirmation After clicking "Submit Response" the following process will begin: · We will verify that your response is complete as entered. You will see a confirmation page with your confirmation number and date/time stamp of your upload. You will receive a confirmation e-mail indicating a successful response submittal. You may track your response submission under the View Responses page. If you do not receive any of the above, please call Supplier Services at (206) 940-0305. Submit Response

Confirmation of Response

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



Post Submission Edits

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

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

Contact Information

Company Name Sample DBE Company

Address 1 509 Olive Way

Address 2

City Seattle

State Washington

Postal Code 98101

Phone 2063739233

Fax 2063739233

Country United States of America

Bid Amount \$0.00

Alternate Bid Amount

Notes



EDIT



Agency Required Documents

EDIT



DemandStar E-Bidding: Frequently Asked Questions

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

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

E-Bidding Documents

Document Types Bidding Documents - Exhibits

Pricing Bid Bond

File Formats Adobe Acrobat (*.PDF)

Microsoft Excel (*.XLS)
Microsoft Excel (*.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.