

**SPECIFICATIONS AND BID DOCUMENTS**  
**Construction Bid with Sub-contractors**

**BID NUMBER: 24-30**

**For**

**2024 Lead Service Line Private Side Replacement Pilot Project**  
**July 18, 2024**



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

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

**MANDATORY**  
**PRE-BID MEETING**

**MANDATORY ATTENDANCE REQUIRED**  
**2:00 P.M., July 25, 2024**  
**CIVIC CENTER**  
**Room 2402**  
**2100 Ridge Avenue**  
**Evanston, IL 60201**

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

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

**CONTRACT PERIOD: Contract Award through May 23, 2025**

**ELECTRONIC BID SUBMITTAL:**

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

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**\*NOTE: THE SELECTED BIDDER WILL BE SUBJECT TO THE TERMS AND CONDITIONS OUTLINED IN THE GRANT AGREEMENT BETWEEN THE CITY OF EVANSTON AND THE STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY (GRANT AGREEMENT NO. 23-203:169).**

# CITY OF EVANSTON

## NOTICE TO BIDDERS

Bids will be received by the City's Purchasing Office until 2:00 P.M. local time on Tuesday, August 13, 2024, and will be publicly read virtually via Google Meets at 2:15 P.M. Interested parties can use the following link: [meet.google.com/erk-vjyw-pza](https://meet.google.com/erk-vjyw-pza) or join by phone 617-675-4444 PIN: 491 020 418 0044# to access the virtual bid opening. Responses will only be accepted electronically via E-bidding through DemandStar ([www.demandstar.com](http://www.demandstar.com)). Although registration is required, vendors can download solicitations and upload responses for free. Bids shall cover the following:

### 2024 Lead Service Line Private-Side Replacement Pilot Project

Bid Number: 24-30

Work on this project includes private lead water service pipe replacements, related appurtenances, concrete curb and sidewalk repairs (when necessary), parkway restoration, private-side restoration, and all materials, labor, equipment, and incidental work. Bidders must be prequalified by the Illinois Department of Transportation (IDOT) and present an IDOT-issued "Certificate of Eligibility" with the bid proposal.

A mandatory pre-bid meeting will be held at the Civic Center, 2100 Ridge Avenue, Evanston, IL 60201 at 2:00 P.M. on Thursday, July, 25, 2024, Room 2402. The above item shall conform to the Invitation for Bids on file in the Purchasing Office. Parties interested in submitting a bid should contact the Purchasing Office to receive a copy of the bid or see the City's website at: [www.cityofevanston.org/business/bids-proposals/](http://www.cityofevanston.org/business/bids-proposals/) or DemandStar at: [www.demandstar.com](http://www.demandstar.com).

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

This project is being funded in part by a Department of Commerce and Economic Opportunity (DCEO) grant (Grant) and is therefore subject to compliance with state regulations issued pursuant to said Grant. All interested bidders are notified that successful contractors and subcontractors must comply with DCEO Business Enterprise Program (BEP) goals of 28% participation and fully comply with the Illinois Works Jobs Program Act Apprenticeship Initiative.

Further, this project is subject to the regulations stipulated by 2 CFR 200.322 for domestic preference for procurement, and as appropriate and to the extent consistent with law, the Bidder must, to the greatest extent practicable under this Award provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

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

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

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

Linda Thomas  
Purchasing Specialist

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

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

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

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

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

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

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

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

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

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

**5. CONSIDERATION OF BIDS**

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

**6. WITHDRAWAL OF BIDS**

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

**7. ERRORS IN BIDS**

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

**8. ADDENDA**

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

**9. RESERVED RIGHTS**

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

## **10. AWARD**

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

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

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

## **12. INCONSISTENCIES AND OMISSIONS**

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

## **13. CONDITIONS**

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

## **14. VERIFICATIONS OF DATA**

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

inspection, borings, etc. shall be borne by the contractor, and no allowance will be made for the failure of the contractor to estimate correctly the difficulties attending the execution of the work.

## **15. SPECIFICATIONS**

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

## **16. SAMPLES**

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

## **17. REGULATORY COMPLIANCE**

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

## **18. PRICING**

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

## **19. DISCOUNTS**

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

## **20. INSPECTION**

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

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

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

## **22. DISPUTES**

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

## **23. CATALOGS**

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

## **24. TAXES**

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- A. Federal Excise Tax does not apply to materials purchased by the City of Evanston by virtue of Exemption Certificate No. A-208762, Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Evanston by virtue of Statute.

- B. The City of Evanston is exempt from Illinois Sales Tax by virtue of Exemption Identification number E9998-1750.
- C. The City's federal tax ID number is 36-6005870.

**25. PERMITS & FEES**

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

**26. ROYALTIES & PATENTS**

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

**27. LOCAL PREFERENCE POLICY**

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

**28. POWER OF ATTORNEY**

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

**29. WARRANTY**

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- A. The contractor warrants that all goods and services furnished to the City shall be in accordance with specifications and free from any defects of workmanship and materials: that goods furnished to the City shall be merchantable and fit for the City's described purposes, and that no governmental law, regulation, order, or rule has been violated in the manufacture or sale of such goods.
- B. The contractor warrants all equipment furnished to be in acceptable condition, and to operate satisfactorily for a period of one (1) year from delivery of, or the completion of installation, whichever is latest, unless stated otherwise in the specifications, and that if a defect in workmanship and/or quality of materials are evidenced in this period, the Seller shall remit full credit, replace, or repair at City's discretion immediately, such equipment and/or parts that are defective at no additional cost to the City.
- C. The contractor warrants to the City that each item furnished hereunder, and any component part thereof, will be new and in conformity with the specifications in all respects, unless otherwise specified, and is of the best quality of its respective kind,

free from faulty workmanship, materials, or design, and installed sufficiently to fulfill any operating conditions specified by the City.

- D. The contractor shall repair or replace any item or component part thereof found not to be in conformity with this paragraph provided the City notified the Seller of such nonconformity within one (1) year after initial use or within eighteen (18) months after delivery, whichever occurs first. In the event Seller fails to proceed diligently to so replace or repair within a reasonable time after receipt of such notice, the City may undertake or complete such replacement or repair for Seller's account, and the seller will be responsible for any additional costs. Acceptance shall not relieve the seller of its responsibility.

### **30. INCURRED COSTS**

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

### **31. VARIANCES**

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

### **32. INDEMNIFICATION**

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

any suit, without relieving Contractor of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Project by Contractor must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

- D. To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Illinois Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.
- E. The Contractor shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its sub-contractors' work. Acceptance of the work by the City will not relieve the Contractor of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom.
- F. All provisions of this Section 32 shall survive completion, expiration, or termination of this Agreement.

### **33. DEFAULT**

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

### **34. GOVERNING LAW**

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

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

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- A. In the event of the contractor's noncompliance with any provision of the Illinois Human Rights Act or Section 1-12-5 of the Evanston City Code, the contractor may be declared non-responsible and therefore ineligible for future contracts or sub-contracts with the City of Evanston, and the contract may be canceled or voided in

whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by Statute or regulation.

- B. During the performance of this contract, the contractor agrees as follows:
1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, or age or physical or mental handicap that does not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Contractor shall comply with all requirements of City of Evanston Code Section 1-12-5.
  2. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
  3. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine that availability (in accordance with the Fair Employment Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
  4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.
  5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Fair Employment Practices Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Commission's Rules and regulations for Public Contracts.
  6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency, the City Manager, the Commission and

the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contract.

7. That it will include verbatim or by reference the provisions of subsections (A) through (G) of this clause in every performance sub-contract as defined in Section 2.10(b) of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such sub-contractor; and that it will also include the provisions of subsections (A), (E), (F), and (G) in every supply sub-contract as defined in Section 2.10(a) of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such sub-contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its sub-contractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any sub-contractor fails or refuses to comply therewith. In addition, no contractor will utilize any sub-contractor declared by the Fair Employment Practices Commission to be non-responsible and therefore ineligible for contracts or sub-contracts with the State of Illinois or any of its political subdivisions or municipal corporations.

### **36. DCEO BEP GOALS**

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This project has an overall Business Enterprise Program (BEP) Goal of 28%, with 18% of grant dollars going to minority-owned business enterprises (MBEs or WMBEs) and 10% of grant dollars going to women-owned business enterprises (WBEs or WMBEs) or persons with disabilities-owned business enterprises (PBE). These individual goals are based on the availability of State- certified vendors to perform the anticipated direct subcontracting opportunities of the Utilization Plan (UP). Only subcontractors/suppliers certified through the State of Illinois' Commission on Equity and Inclusion (CEI) Business Enterprise Program will count toward meeting the utilization goals for this grant.

### **37. DOMESTIC PREFERENCE FOR PROCUREMENTS**

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This project is subject to the regulations stipulated by 2 CFR 200.322 for domestic preference for procurement, and as appropriate and to the extent consistent with law, the Bidder must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

### **38. QUESTIONS**

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

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

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

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

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

### **41. COMPLIANCE WITH LAWS**

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

### **42. QUALIFICATION OF BIDDERS**

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- A. All bidders must be qualified in accordance with the instructions, procedures and methods set forth in this specification.
- B. In awarding contract, City may take into consideration, skill, facilities, capacity, experience, ability, responsibility, previous work, financial standing of bidder, amount of work being carried on by bidder, quality and efficiency of construction

equipment proposed to be furnished, period of time within which proposed equipment is furnished and delivered, necessity of prompt and efficient completion of work herein described. Inability of any bidder to meet requirements mentioned above may be cause for rejection of the bid. In addition, if the project covered by this contract is a minority set-aside project, the contractor's qualifications as a minority firm will determine the eligibility of the contractor to bid.

#### **43. COMPETENCY OF BIDDER**

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

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

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

#### **45. DCEO GRANT LOBBYING CERTIFICATION (ARTICLE VIII)**

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- A. **Improper Influence:** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- B. **Federal Form LLL:** If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must

also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

- C. **Lobbying Costs:** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- D. **Procurement Lobbying:** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over 525,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- E. **Subawards:** Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.
- F. **Certification:** This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### **46. COMPLIANCE WITH ILLINOIS WORKS JOBS PROGRAM ACT**

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The Contractor must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Contractor will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-2S) and all applicable administrative rules [see 14 Ill. Admin. Code Part 680). The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Of this goal, at least half of those apprenticeship hours shall be performed by graduates of the Illinois Works Pre- apprenticeship Program, the Illinois Climate Works Pre-apprenticeship Program, or the Highway Construction Careers Training Program.

## GENERAL CONDITIONS

### 1. BASIS OF AWARD

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

### 2. BIDS

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#### A. UNIT PRICE BID

- i. 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.
- ii. 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.
- iii. Unit prices given in the supporting pages shall be used by the Owner and the Contractor for any subsequent changes in the contract.
- iv. The quantities provided in the bid documents are approximate only and are subject to increase or decrease. Actual compensation to the CONTRACTOR shall be based upon the actual quantities multiplied by the unit prices bid for each item. The unit prices submitted herewith is for the purpose of obtaining a gross sum, and for use in computing the value of additions and deductions and for the purpose of determining the lowest BIDDER. Should there be a discrepancy between the gross sum bid and that bid resulting from summation of quantities multiplied by their respective unit prices, the latter shall apply.

### 3. QUANTITIES

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Any quantities shown on the Bid Form are estimated only for bid canvassing purposes, the City has made a good faith effort to estimate the quantity requirements for the Contract term. The City reserves the right to increase or decrease quantities ordered under this contract. The City may increase the number of service line replacements and associated bid item quantities at the bid costs if additional funding becomes available.

## **CONTRACT TERM**

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

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

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- A. The City issued Purchase Order serves as the City official Notice to Proceed. No work will be allowed prior to Contractor receipt of the City issued Purchase Order.
- B. Upon approval of the required bonds and insurance documents, the City will issue a Purchase Order to the Contractor for the contract amount. All Applications for Payment must reference the Purchase Order number.
- C. When it is necessary to issue a Change Order that increases/decreases the contract amount, a Change Order form will be issued and a modified Purchase Order will be issued reflecting the revised contract amount.
- D. When it is necessary to issue a Change Order that only increases/decreases the contract period, only a Change Order form will be issued establishing the revised contract period.
- E. Upon Award the contractor shall execute the Contractor Services Agreement.

### **5. PAYMENT**

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

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

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

- e. Damage to the City or another contractor
- f. Reasonable evidence that the work will not be completed within the Contract period and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay
- g. Persistent failure to carry out work in accordance with the Contract Documents.

## **7. CHANGES IN WORK**

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

## **8. DEDUCTION FOR UNCORRECTED WORK**

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

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

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

## **10. LIENS**

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

City all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and attorney's fees.

#### **11. SEPARATE CONTRACTS**

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

#### **12. PROTECTION & SAFEGUARDS**

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

#### **13. MATERIAL STORAGE**

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

#### **14. CLEANING UP**

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- A. The contractor shall at all time keep the premises free from accumulation of waste material or rubbish caused by its employees or work and at the completion of the work it shall remove all its rubbish, tools, and surplus materials from the premises, leaving the area in a neat and workmanlike condition. In case of dispute, the City may remove the rubbish and charge the cost to the contractor.

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

## **15. RESTORATION OF SITE**

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

## **16. PREVAILING WAGE**

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- A. Prospective Bidders shall thoroughly familiarize themselves with the provisions of the above-mentioned Act and shall prepare any and all bid/bids in strict compliance therewith, including, but not limited to: (1) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work on this contract, (2) not less than the prevailing rate of wages must be paid to all laborers, workers, and mechanics performing work under this contract, (3) all bonds of contractor must include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.
- B. **Effective September 1st - All work performed on new and existing projects must be submitted to Illinois Department of Labor through the certified transcript of payroll portal.** You may access the portal here:  
[Certified Transcript of Payroll Portal](#)

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

- C. The certified payroll record must include for every worker employed on the public

works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

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

## **17. CONTRACTOR REQUIREMENTS**

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- A. The Contractor shall abide by and comply with all local, State and federal laws and regulations relating to contracts involving public funds and the development/construction of public works, buildings, or facilities. The scale of wages to be paid shall be obtained from Illinois Department of Labor and posted by the Contractor in a prominent and accessible place at the project work site.
- B. The Contractor certifies it has not been barred from being awarded a contract with a unit of State or local government as a result of bid rigging or bid rotating or any similar offense (720 ILCS 5/33 E-3, E-4).
- C. The Contractor certifies, pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), that it has a written sexual harassment policy that includes, at a minimum, the following information: (1) the illegality of sexual harassment, (2) the definition of sexual harassment under State law, (3) a description of sexual harassment utilizing examples, (4) the Contractor's internal complaint process including penalties, (5) legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (6) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.
- D. The Contractor shall abide by the "Illinois Preference Act" which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau

of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident) Other laborers may be used IF Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the project engineer.

## **18. SUB-CONTRACTORS**

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- A. The term "sub-contract" means any agreement, arrangement or understanding, written or otherwise between a Contractor and any person (in which the parties do not stand in the relationship of an employer or an employee) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more Contracts under which any portion of the Contractor's obligation under any one or more Contracts is performed, undertaken or assumed.
- B. The Bidder is specifically advised that any person, firm or party, to whom it is proposed to award a sub-contract under this contract must be acceptable to the City. Approval for the proposed sub-contract Award cannot be given by the City until the proposed Sub-contractor has submitted evidence showing that it has fully complied with any reporting requirements to which it is, or was, subject.
- C. The contractor, shall, within ten (10) days after award of the Contract, submit to the City in writing, names and addresses and respective amounts of money for proposed contracts with Sub-contractors/major suppliers. The City will review and may direct the Contractor that they shall not employ any that are not acceptable as provided above.
- D. The sub-contractor shall abide by and comply with all local, State and federal laws and regulations relating to contracts involving public funds and the development/construction of public works, buildings, or facilities.

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

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- A. Within seven days after the receipt of amounts paid by the City for work performed by a sub-contractor under this contract, the Contractor shall either:
  - 1. Pay the sub-contractor for the proportionate share of the total payment received from the City attributable to the work performed by the sub-contractor under this contract; or,
  - 2. Notify the City and sub-contractor, in writing, of his intention to withhold all or a part of the sub-contractor's payment and the reason for non-payment.
- B. The Contractor shall pay interest to the sub-contractor on all amounts owed that remain unpaid beyond the seven day period except for amounts withheld as

allowed in item 2 above.

- C. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.
- D. The Contractor shall include in each of its sub-contracts a provision requiring each Sub-contractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier sub-contractor.
- E. The Contractor's obligation to pay an interest charge to a sub-contractor pursuant to this provision may not be construed to be an obligation of the City.

**20. BOND – PERFORMANCE, MATERIAL, & LABOR**

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

## 21. INDEMNITY

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

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

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

## **23. PRE-CONSTRUCTION MEETING**

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

## **25. LIQUIDATED DAMAGES**

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- A. The Contractor must commence work within 10 days of notice from the City and the work must be completed by May 23, 2025. In the event the work is not substantially completed by the interim completion dates in the specifications, then in addition to any remedies available to the City, the Contractor will pay to the City the sum of **One Thousand Four Hundred and Twenty 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 work when all lead service lines are replaced and in service and final restoration is complete by February 1, 2025. Substantial completion when weather restrictions are identified shall be defined in accordance to the Contract Special Provisions. 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.

- C. The Contractor will pay to the City the sum of Fifty Dollars per day for each calendar day that final restoration is not complete for Individual Replacements within the time frame defined in the Phasing of the Work in the Special Provisions. The Contractor will pay to the City the sum of One Hundred Dollars per day for each calendar day that final restoration is not complete for Block Replacements within the time frame defined in the Phasing of the Work in the Special Provisions. When weather restrictions prohibit the placement of sod and landscaping, final restoration shall include all work except placement of topsoil to grade in lieu of sod and/or landscaping items.

## **26. EXTENSION OF TIME**

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

## **27. DEFAULT**

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

- D. Contractors who default may not be considered for awards of future City contracts.

**28. USE OF PREMISES**

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

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

---

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

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

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

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

**INSURANCE REQUIREMENTS**

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

Thirty day notice of cancellation required on all certificates.

**EXHIBIT A – BID FORM**  
**For**  
**2024 Lead Service Line Private Side Replacement Pilot Project**  
**(BID #24-30)**

1.01 BID TO:

**THE CITY OF EVANSTON**  
2100 Ridge Avenue  
Evanston, Illinois 60201

Hereinafter called "OWNER".

1.02 BID FROM:

\_\_\_\_\_  
(Hereinafter call "BIDDER")

\_\_\_\_\_  
Address

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

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

1.03 BID FOR: **2024 Lead Service Line Private-Side Replacement Pilot 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 BID AMOUNT:** \$ \_\_\_\_\_

1.11 UNIT PRICING LIST

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

2024 Lead Service Line Private Side Replacement Pilot Project					
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	COST
1	TEMPORARY FENCE	FOOT	5,000		
2	TREE TRUNK PROTECTION	EACH	60		
3	TREE ROOT PRUNING	FOOT	100		
4	TREE PRUNING	EACH	100		
5	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	20		
6	TRENCH BACKFILL	CU YD	1,020		
7	TOPSOIL FURNISH AND PLACE, SPECIAL	CU YD	120		
8	EXPLORATION TRENCH, SPECIAL (UP TO 8 FEET DEEP)	EACH	20		
9	SODDING	SQ YD	720		
10	SUBBASE GRANULAR MATERIAL, TYPE B	TON	130		
11	AGGREGATE FOR TEMPORARY ACCESS	TON	40		
12	HOT MIX ASPHALT SURFACING	TON	20		
13	PCC DRIVEWAY PAVEMENT, 6 INCH	SQ YD	50		
14	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ FT	5,500		
15	DRIVEWAY PAVEMENT REMOVAL	SQ YD	320		
16	SIDEWALK REMOVAL	SQ FT	5,500		
17	SHORT PRIVATE SIDE LEAD WATER SERVICE LINE REPLACEMENT, 2" DIA OR LESS	EACH	2		
18	LONG PRIVATE SIDE LEAD WATER SERVICE LINE REPLACEMENT, 2" DIA OR LESS	EACH	98		
19	ADJUSTING SANITARY SERVICES, 8-INCH DIA OR LESS	EACH	5		
20	NON-SPECIAL WASTE DISPOSAL	CU YD	100		
21	MOBILIZATION	LSUM	1.00		
22	TRAFFIC CONTROL AND PROTECTION ALLOWANCE	LSUM	1.00	\$10,000.00	\$10,000.00
23	BRICK SIDEWALKS, REMOVE AND RESET	SQ FT	150		
24	LANDSCAPING ALLOWANCE	LSUM	1	\$10,000.00	\$10,000.00

25	LEAD-BASED PAINT AND ASBESTOS MATERIALS REMEDATION ALLOWANCE	LSUM	1	\$5,000.00	\$5,000.00
26	CORING INTERIOR WALLS	EACH	10		
27	EXTERIOR COPPER PIPE	FOOT	135		
28	INTERIOR COPPER PIPE	FOOT	1,050		
<b>TOTAL BID AMOUNT:</b>					

**1.12 BID SECURITY**

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

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

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

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

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

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

**1.13 PERFORMANCE/PAYMENT BOND**

The undersigned bidder agrees to provide Performance Bond and Payment Bond executed in accordance with Contract Performance Bond form furnished by and

acceptable to the Owner written with \_\_\_\_\_

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

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

1.14 LIQUIDATED DAMAGES

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

1.15 MATERIAL SUBSTITUTION SHEET

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

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

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

1.16 PROPOSAL SIGNATURE (REQUIRED)

A. SOLE PROPRIETOR

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

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

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

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

B. PARTNERSHIP

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

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

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

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

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

Notary Public

C. CORPORATION

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

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

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

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

(Corporate Seal)

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

Secretary

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

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

Notary Public

1.17 DISCLOSURE

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

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

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

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

1.18 CONTACTS

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

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

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

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

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

1.19 REFERENCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT B**  
**DCEO GRANT AGREEMENT**



## Illinois Department of Commerce & Economic Opportunity

JB Pritzker, Governor

April 2, 2024

Luke Stowe  
City Manager  
City of Evanston  
2100 Ridge Avenue  
Evanston, IL 60201-2716

Dear Mr. Stowe,

The Department of Commerce and Economic Opportunity (the Department) would like to welcome you to our community of grantees and congratulate you on your grant award (23-203169).

The Department administers a wide range of economic and workforce development programs, services and initiatives designed to create and retain high quality jobs and build strong communities. The Department leads the Illinois economic development process in partnership with businesses, local governments, workers and families.

When administering grant programs, the Department follows guidance from the Grant Accountability and Transparency Act (GATA) (44 Ill. Admin. Code Part 7000) and federal uniform guidance (2CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

To ensure your organization achieves its goals and objectives and remains in compliance with the grant terms, we have provided a few helpful resources and tips to get you started:

1. Read and understand your grant agreement. The grant agreement outlines grant requirements and programmatic deliverables.
2. Frequent our Grantee Resource Site to review tutorials on the grant process (go to [www.illinois.gov/dceo](http://www.illinois.gov/dceo), click on Grant Opportunities and Grantee Resource Site).
3. Maintain your organization's profile on the Illinois GATA Grantee Portal at [grants.illinois.gov/portal](http://grants.illinois.gov/portal) (i.e. confirm organization and contact information, monitor pre-qualification status, make indirect cost elections and comply with audit requirements).
4. Keep all relevant grant-related documents during the required record retention period. This includes receipts and proof of payment for all grant expenditures, such as, invoices, proposals, contracts, procurement bids, statements of work, bank statements, copies of check and ACH/Wire Transfer documentation. (Please refer to your grant agreement for the record retention period).
5. If your organization expends over \$300,000 in state or federal grant funds during its fiscal year, a financial statement or single audit may be required. Please note, this expense may not be covered with grant funds.

If you have any questions or concerns, please contact your grant manager.

Sincerely,

Kristin A. Richards  
Director



**GRANT AGREEMENT  
BETWEEN  
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY  
AND  
City of Evanston**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and City of Evanston (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

**PART ONE – The Uniform Terms**

<b>Article I</b>	<b>Definitions</b>
<b>Article II</b>	<b>Award Information</b>
<b>Article III</b>	<b>Grantee Certifications and Representations</b>
<b>Article IV</b>	<b>Payment Requirements</b>
<b>Article V</b>	<b>Scope of Award Activities/Purpose of Award</b>
<b>Article VI</b>	<b>Budget</b>
<b>Article VII</b>	<b>Allowable Costs</b>
<b>Article VIII</b>	<b>Lobbying</b>
<b>Article IX</b>	<b>Maintenance and Accessibility of Records; Monitoring</b>
<b>Article X</b>	<b>Financial Reporting Requirements</b>
<b>Article XI</b>	<b>Performance Reporting Requirements</b>
<b>Article XII</b>	<b>Audit Requirements</b>
<b>Article XIII</b>	<b>Termination; Suspension; Non-compliance</b>
<b>Article XIV</b>	<b>Subcontracts/Subawards</b>
<b>Article XV</b>	<b>Notice of Change</b>
<b>Article XVI</b>	<b>Structural Reorganization and Reconstitution of Board Membership</b>
<b>Article XVII</b>	<b>Conflict of Interest</b>
<b>Article XVIII</b>	<b>Equipment or Property</b>
<b>Article XIX</b>	<b>Promotional Materials; Prior Notification</b>
<b>Article XX</b>	<b>Insurance</b>
<b>Article XXI</b>	<b>Lawsuits and Indemnification</b>
<b>Article XXII</b>	<b>Miscellaneous</b>
<b>Exhibit A</b>	<b>Project Description</b>
<b>Exhibit B</b>	<b>Deliverables or Milestones</b>
<b>Exhibit C</b>	<b>Contact Information</b>
<b>Exhibit D</b>	<b>Performance Measures and Standards</b>
<b>Exhibit E</b>	<b>Specific Conditions</b>

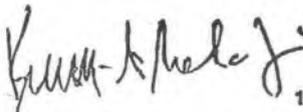
**PART TWO – Grantor-Specific Terms**

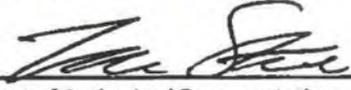
**PART THREE – Project-Specific Terms**

The Parties or their duly authorized representatives hereby execute this Agreement.

ILLINOIS DEPARTMENT OF COMMERCE AND  
ECONOMIC OPPORTUNITY

CITY OF EVANSTON

By:  By:   
 Signature of Kristin A. Richards, Director Kenneth D. Allen  
11 Accounting Program Manager

By:   
 Signature of Authorized Representative

Date: 4/9/2024 Date: 3/26/2024

By: \_\_\_\_\_  
 Signature of Designee

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

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

Printed Title: \_\_\_\_\_  
 Designee

Printed Name: Luke Stowe

Printed Title: City Manager

Email: lstowe@cityofevanston.org

By: \_\_\_\_\_  
 Signature of Second Grantor Approver, if applicable

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

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

Printed Title: \_\_\_\_\_  
 Second Grantor Approver

By: \_\_\_\_\_  
 Signature of Second Grantee Approver, if applicable

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

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

Printed Title: \_\_\_\_\_  
 Second Grantee Approver  
 (optional at Grantee's discretion)

By: \_\_\_\_\_  
 Signature of Third Grantor Approver, if applicable

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

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

Printed Title: \_\_\_\_\_  
 Third Grantor Approver

**PART ONE – THE UNIFORM TERMS**

**ARTICLE I  
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

## **ARTICLE II AWARD INFORMATION**

2.1. **Term.** This Agreement is effective on **02/01/2024** and expires on **01/31/2026** (the Term), unless terminated pursuant to this Agreement.

2.2. **Amount of Agreement.** Grant Funds must not exceed **\$1,000,000.00**, of which **\$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Award amount listed in Paragraph 2.2 is not a guarantee of payment, and Grantee’s receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

Payments to the Grantee are subject to the Grantee’s submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor’s approval of eligible costs and cash amount requested for reimbursement of those costs.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-1769 and the CSFA Name is Installation and/or Replacement of Utilities . If applicable, the State Award Identification Number (SAIN) is 1769-46296.

**ARTICLE III  
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **XKVUMPN8PBN1** is Grantee’s correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: **366005870** is Grantee’s correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- |                                     |                                       |                          |  |
|-------------------------------------|---------------------------------------|--------------------------|--|
| <input type="checkbox"/>            | Individual                            | <input type="checkbox"/> | Pharmacy-Non Corporate   |
| <input type="checkbox"/>            | Sole Proprietorship                   | <input type="checkbox"/> | Pharmacy/Funeral Home/Cemetery Corp.                             |
| <input type="checkbox"/>            | Partnership                           | <input type="checkbox"/> | Tax Exempt   |
| <input type="checkbox"/>            | Corporation (includes Not For Profit) | <input type="checkbox"/> | Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/>            | Medical Corporation                   | <input type="checkbox"/> | P = partnership  |
| <input checked="" type="checkbox"/> | Governmental Unit                     | <input type="checkbox"/> | C = corporation  |
| <input type="checkbox"/>            | Estate or Trust                       |                          |  |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds

awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

- (i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).
- (j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).
- (k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
- (l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.
- (m) **Criminal Convictions.** Grantee certifies that:
- (i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and
- (ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.
- (n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.
- (o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).
- (p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

(q) Internal Revenue Code and Illinois Income Tax Act. Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

#### ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. **Timely Billing Required.** Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in ARTICLE II, **PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

## ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. **Scope of Award Activities/Purpose of Award.** Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. **Scope Revisions.** Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

**ARTICLE VI  
BUDGET**

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

**ARTICLE VII  
ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

## ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. **Federal Form LLL.** If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. **Subawards.** Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. **Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE IX  
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE X  
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

## ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

## ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends \$750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and

must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) **Publicly-Traded Entities.** If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. **Delinquent Reports.** When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

### **ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE**

13.1. **Termination.**

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

13.2. **Suspension.** Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If

suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XIV  
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

#### ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

#### ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

#### ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

## **ARTICLE XVIII EQUIPMENT OR PROPERTY**

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a

preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

#### ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

#### ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

#### ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) Non-governmental entities. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost

or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) Governmental entities. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

## ARTICLE XXII MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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**EXHIBIT A**

**PROJECT DESCRIPTION**

Grantee must complete the Award Activities described on this **Exhibit A**, the Deliverables and Milestones listed on **Exhibit B** and the Performance Measures listed on **Exhibit D** within the term of this Agreement, as provided in Paragraph 2.1, herein.

**AUTHORITY:** The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly. and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

**PROJECT DESCRIPTION:**

The Grantee is a governmental entity providing services to the City of Evanston in Cook County.

Grant funds will be utilized for all costs, including any that are prior incurred, associated with the construction and installation of lead service line replacements bounded to north and west by the North Shore Channel, to the east by Lake Michigan, and south by Howard Street in the City of Evanston. Grants funds will cover the replacement of service lines from the parkway valve to the water meter and will include bondable activities such as: excavation; building penetration; piping; and restoration. The project focuses on the replacement of private-side lead services in low-to-moderate income areas on a "first-come" basis. Specifically for homes that have already had public-side lead service lines replaced as part of a previous water main replacement project, they have been identified for this project. Each property owner will sign a Property Owner Agreement (POA) for construction work to be done on their property. The POA will typically be signed by the owner during the Preconstruction Survey that the Contractor is required to perform prior to construction. The Grantee intends to complete as many lead replacements for properties as possible, with an estimated number of approximately 151 or until grant funding is exhausted. The Center for Disease Control and Prevention (CDC) has identified several health risks in children and adults exposed to lead, including damage to the brain and nervous system, slowed growth and development, learning and behavior problems, hearing, and speech problems. The Grantee has declared an Ordinance that any and all lead pipe replacement is deemed a health benefit for those living in the community.

Specifically, Grant funds will cover all "Plumbing" costs associated with excavation, building penetration, replacement of the existing private portion of the water service line with new piping, restoration, and all other related materials.

The completion of this project will benefit the public by removing lead water service from the water distribution system, in low-to moderate -income areas of the community. This will also provide the opportunity for the Grantee to put public health first, protecting the Grantee's residents and allowing the Grantee to take a proactive approach to replacing lead service lines, ahead of any Federal and State Requirements that are scheduled to come into effect in 2024.

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

**EXHIBIT C**

**CONTACT INFORMATION**

**CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

**FOR OFFICIAL GRANT NOTIFICATIONS**

**GRANTOR CONTACT**

Name: Kristin A. Richards  
Title: Director  
Address: 607 E. Adams St.  
Springfield, IL 62701

**GRANTEE CONTACT**

Name: Luke Stowe  
Title: City Manager  
Address: 2100 Ridge Avenue  
Evanston, IL 60201-2716

**GRANTEE PAYMENT ADDRESS**

(If different than the address above)

Address: N/A

**FOR GRANT ADMINISTRATION**

**GRANTOR CONTACT**

Name: Jessica Maddox  
Title: Grant Manager  
Address: 607 E. Adams St.  
Springfield, IL 62701  
Phone: 217-785-9966  
TTY#: (800) 785-6055  
Email: Jessica.Maddox@Illinois.gov  
Address:

**GRANTEE CONTACT**

Name: Paul Mayano  
Title: Senior Project Manager  
Address: 2100 Ridge Avenue  
Evanston, IL 60201-2716  
Phone: 847-448-8217  
TTY#: N/A  
Email: pmayano@cityofevanston.org  
Address:

**GRANTEE DESIGNEES**

The following are designated as Authorized Designee(s) for the Grantee (See **PART TWO**, ARTICLE XXIII):

Authorized Designee: \_\_\_\_\_  
Authorized Designee Title: \_\_\_\_\_  
Authorized Designee Phone: \_\_\_\_\_  
Authorized Designee Email: \_\_\_\_\_

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

Authorized Signatory Approval: \_\_\_\_\_

Authorized Designee: \_\_\_\_\_  
Authorized Designee Title: \_\_\_\_\_  
Authorized Designee Phone: \_\_\_\_\_  
Authorized Designee Email: \_\_\_\_\_

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

Authorized Signatory Approval: \_\_\_\_\_

**GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT**

Email: [externalauditunit@illinois.gov](mailto:externalauditunit@illinois.gov)

**GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT**

Name: James Kanter  
Email: james.f.kanter@illinois.gov  
Phone: 000-000-0000  
Fax#: N/A

Address: 607 E. Adams St.  
Springfield, IL 62701

**EXHIBIT D**

**PERFORMANCE MEASURES AND STANDARDS**

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

**EXHIBIT E**

**SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

There were no conditions resulting from the Internal Control Questionnaire (ICQ).

There were no conditions resulting from the Programmatic Risk Assessment.

**PART TWO – GRANTOR-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

**ARTICLE XXIII  
AUTHORIZED SIGNATORY**

23.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed in the Grantee's signature block or on **Exhibit C**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit C**. Without this notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

**ARTICLE XXIV  
ADDITIONAL AUDIT PROVISIONS**

24.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

**ARTICLE XXV  
ADDITIONAL MONTORING PROVISIONS**

25.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.

25.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

**ARTICLE XXVI  
ADDITIONAL INTEREST PROVISIONS**

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII  
ADDITIONAL BUDGET PROVISIONS**

27.1. Restrictions on Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

**ARTICLE XXVIII  
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

28.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

- (a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
  - (i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;
  - (ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

#### ARTICLE XXIX

#### ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may

seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

### **ARTICLE XXX ADDITIONAL MODIFICATION PROVISIONS**

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A, B and D**).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (**Exhibits A, B and D**) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be

extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI  
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

31.2. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement on behalf of the Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor unless Grantee is a State agency.

**ARTICLE XXXII  
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;
- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

**ARTICLE XXXIII  
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Grantee Responsibility. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

33.2. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.4. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement 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.

33.5. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement 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.

33.6. Steel Products Procurement Act (30 ILCS 565/1 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be

manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*).

33.7. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.8. Identity Protection Act (5 ILCS 179/1 *et seq.*) and Personal Information Protection Act (815 ILCS 530/1 *et seq.*). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) **Personal Information Defined.** As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) **Protection of Personal Information.** The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) **Security Assurances.** Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in

all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) **Injunctive Relief.** Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) **Compelled Access or Disclosure.** The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

**ARTICLE XXXIV  
ADDITIONAL MISCELLANEOUS PROVISIONS**

34.1. **Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes.** The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. **Required Notice.** Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

**ARTICLE XXXV  
ADDITIONAL REQUIRED CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. **Sexual Harassment.** The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. **Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies.** The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse

Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**PART THREE – PROJECT-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

**ARTICLE XXXVI  
REPORT DELIVERABLE SCHEDULE**

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

**April 2024**

- Quarterly Periodic Financial Report (04/30/2024) - Covering Period of 02/01/2024 - 03/31/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2024) - Covering Period of 02/01/2024 - 03/31/2024; Send To: Grant Manager

**July 2024**

- Quarterly Periodic Financial Report (07/30/2024) - Covering Period of 04/01/2024 - 06/30/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2024) - Covering Period of 04/01/2024 - 06/30/2024; Send To: Grant Manager

**October 2024**

- Quarterly Periodic Financial Report (10/30/2024) - Covering Period of 07/01/2024 - 09/30/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2024) - Covering Period of 07/01/2024 - 09/30/2024; Send To: Grant Manager

**January 2025**

- Quarterly Periodic Financial Report (01/30/2025) - Covering Period of 10/01/2024 - 12/31/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2025) - Covering Period of 10/01/2024 - 12/31/2024; Send To: Grant Manager

**April 2025**

- Quarterly Periodic Financial Report (04/30/2025) - Covering Period of 01/01/2025 - 03/31/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2025) - Covering Period of 01/01/2025 - 03/31/2025; Send To: Grant Manager

**July 2025**

- Quarterly Periodic Financial Report (07/30/2025) - Covering Period of 04/01/2025 - 06/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2025) - Covering Period of 04/01/2025 - 06/30/2025; Send To: Grant Manager

**October 2025**

- Quarterly Periodic Financial Report (10/30/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager

**January 2026**

- Quarterly Periodic Financial Report (01/30/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager

**March 2026**

- Quarterly Periodic Financial Report (03/02/2026) - Covering Period of 01/01/2026 - 01/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (03/02/2026) - Covering Period of 01/01/2026 - 01/31/2026; Send To: Grant Manager
- End of grant Closeout Financial Report (03/17/2026) - Covering Period of 02/01/2024 - 01/31/2026; Send To: Grant Manager
- End of grant Closeout Performance Report (03/17/2026) - Covering Period of 02/01/2024 - 01/31/2026; Send To: Grant Manager

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

**ARTICLE XXXVII  
GRANT-SPECIFIC TERMS/CONDITIONS**

37.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.

37.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 2.1. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

37.3. Projects Requiring External Sign-offs.

- (1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:

	AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
_____	Illinois State Historic Preservation Office	_____	_____
_____	Illinois Dept. of Agriculture	_____	_____
<b>X</b>	Illinois Dept. of Natural Resources	<b>X</b>	_____
_____	Illinois Environmental Protection Agency	_____	_____
_____	NONE APPLICABLE	_____	_____

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

**NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.**

- (2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or "authorization to construct" from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq.*

**(3) External Sign-Off Provisions:**

- a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.
- b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor's obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Paragraph 2.3 herein.
- c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**
- d.) If external sign-offs are indicated in this paragraph 37.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 37.3. Upon receipt of all required sign-offs, the Grantor's

Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

37.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.

37.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (*see* 14 Ill. Admin. Code Part 680). The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor's website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Of this goal, at least half of those apprenticeship hours shall be performed by graduates of the Illinois Works Pre-apprenticeship Program, the Illinois Climate Works Pre-apprenticeship Program, or the Highway Construction Careers Training Program. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

37.6. Compliance with Business Enterprise Program. If applicable to this Grant, Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 *et seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

37.7. Compliance with the Employment of Illinois Workers on Public Works Act. Grantee acknowledges that it is required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*) (the "Act"), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the Grantee is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then the Grantee shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the grant manager within the first quarter of the Award Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the Grantee; and (d) be approved by the grant manager. In addition, every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3 (or 6 in the case of a hazardous waste clean-up and on-site disposal project) of the contractor's regularly employed non-resident executive and technical experts.

37.8. Interest on Grant Funds for this Award. Because this Award may be subject to the Grantor's bondability guidelines, Grantee must comply with the interest requirements contained in Paragraph 4.7 and is not

permitted to retain interest earned on Grant Funds, as stated in Paragraph 26.1, unless specifically notified by Grantor that Grantee may do so.

**ARTICLE XXXVIII  
BOND FUNDED GENERAL GRANT PROVISIONS**

38.1. Bond Funded General Grant Provisions. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2024
Grantee:	City of Evanston	DUNS Number:	74390907
NOFO Number:		CSFA Number:	
CSFA Description:			

**Section A: State of Illinois Funds**

	<u>Summary</u>	<u>Detail</u>
<b>Revenues</b>		
State of Illinois Grant Amount Requested	\$1,000,000.00	
<b>Budget Expenditure Categories</b>		
1. Personnel (200.430)		
2. Fringe Benefits (200.431)		
3. Travel (200.474)		
4. Equipment (200.439)		
5. Supplies (200.94)		
6. Contractual/Subawards (200.318 and .92)		
7. Consultant (200.459)		
8. Construction	\$1,000,000.00	
1229 PLUMBING		\$1,000,000.00
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications		
12. Training and Education (200.472)		
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs		
15. Grant Exclusive Line Item(s)		
16. Total Direct Costs (add lines 1-15)	\$1,000,000.00	\$1,000,000.00
17. Total Indirect Costs (200.414)		
Rate: <input type="text"/> %		
Base: <input type="text"/>		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$1,000,000.00	\$1,000,000.00

Grantee:

NOFO Number:

Grant Number:

**SECTION A - Continued - Indirect Cost Rate Information**

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

**Select ONLY One:**

- 1)  Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.
- 2a)  Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).
- 2b)  Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.
- 3)  Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CFR 200.414 (C)(4)(f) and 200.68.
- 4)  For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
  - is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
  - complies with other statutory policies.
- 5)  No reimbursement of Indirect Cost is being requested.

Rate:  %

**Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)**

Period Covered By NICRA: From:  To:  Approving Federal or State Agency:

Indirect Cost Rate:  % The Distribution Base Is:

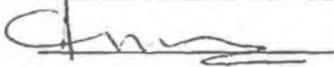
Grantee: City of Evanston

NOFO Number: 0

Grant Number: 23-203169

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization: City of Evanston  
Signature:   
Printed Name: Luke Stowe  
Title: City Manager  
Phone: (847) 448-8177  
Date: 3/26/2024

Institution/Organization: City of Evanston  
Signature:   
Printed Name: Hitesh Desai  
Title: Chief Financial Officer  
Phone: (847) 448-8082  
Date: 3/26/2024

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.

<b>CERTIFICATION</b>	<b>STATE OF ILLINOIS UNIFORM CAPITAL GRANT BUDGET TEMPLATE</b>	<b>AGENCY: Commerce &amp; Economic Opportunity</b>
Organization Name: City of Evanston	CSFA Description: NA	NOFO # NA
CSFA #: NA	DONS # and UET # DONS: 07439090/ UET: YCVD1MDN888N1	Fiscal Year(s): 2023

(2 CFR 200.415)

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and that any false, fictitious, or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s).

City of Evanston

Institution/Organization

  
Signature

Hitesh Desai

Name of Official

CFO / Treasurer

Title

Chief Financial Officer (or equivalent)

2/28/2023  
Date of Execution

City of Evanston

Institution/Organization

  
Signature

Luke Stowe

Name of Official

City Manager

Title

Executive Director (or equivalent)

2/21/2023  
Date of Execution

Note: The State awarding agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on behalf of the organization.

**EXHIBIT C**  
**DCEO BEP GOAL LETTER**



**Illinois**  
**Department of Commerce**  
**& Economic Opportunity**  
JB Pritzker, Governor

November 2, 2023

Luke Stowe  
City Manager  
City of Evanston  
2100 Ridge Avenue  
Evanston, IL 60201

RE: DCEO PROJECT #SD230036

Dear Mr. Stowe:

This letter is to inform you that we have reviewed the information provided concerning the above-referenced grant project.

Based on this information, an overall Business Enterprise Program (BEP) Goal of 28% has been determined with 18% of grant dollars going to minority-owned business enterprises (MBEs or WMBEs) and 10% of grant dollars going to women-owned business enterprises (WBEs or WMBEs) or persons with disabilities-owned business enterprises (PBE). These individual goals are based on the availability of State-certified vendors to perform the anticipated direct subcontracting opportunities of the Utilization Plan (UP).

Please Note: Only subcontractors/suppliers certified through the State of Illinois' Commission on Equity and Inclusion (CEI) Business Enterprise Program will count toward meeting the utilization goals for this grant.

Please retain this letter in your files.

If you have any questions or concerns, please contact me at [CEO-OGM-BEP@Illinois.gov](mailto:CEO-OGM-BEP@Illinois.gov).

Sincerely,

Zach Wichmann  
Office of Grants Management, Exec II, External Requirements Unit  
Department of Commerce & Economic Opportunity

Cc: Paul Mayano  
Jessica Maddox, DCEO Grant Manager  
Dana Edwards, Manager, External Requirements Unit

**EXHIBIT D**  
**DCEO BEP UTILIZATION PLAN**

## **DCEO BEP UTILIZATION PLAN**

### **Minority, Female, Persons with Disability Status and Subcontracting**

The Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01 *et seq.*) (“BEP Act”) establishes a goal for contracting with businesses that have been certified as Minority-owned Business Enterprises (MBE), Women-owned Business Enterprises (WBE), Women/Minority Business Enterprise (WMBE) and Persons with disabilities-owned Business Enterprises (PBE) (“BEP vendors” collectively).

**Goal to be achieved by the Grantee:** This utilization plan includes a total Business Enterprise Program (“BEP”) utilization goal of 28%. The goal was based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this plan.

**Grantee Assurance:** The Grantee shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this plan. Failure by the Grantee to carry out these requirements is a material breach of this plan, which may result in the termination of the Grant Agreement or such other remedy, as the Agency/ Grantor deems appropriate. This assurance must be included in each contract that the Grantee signs with a contractor, subcontractor or supplier.

**Calculating Certified Vendor Participation:** The Utilization Plan should include the work anticipated to be performed by all certified vendors and paid for upon satisfactory completion. Only the value of payments made for the work actually performed by certified vendors is counted toward the plan goal. Counting guidelines are summarized below:

- 1) The value of the work actually performed by the certified vendor shall be counted towards the goal. The entire amount of that portion of the Grant Agreement that is performed by the certified vendors, including supplies purchased or equipment leased by the certified vendor shall be counted, except supplies purchased and equipment rented from the Grantee.
- 2) A joint venture shall count the portion of the total dollar value of the Grant Agreement equal to the distinct, clearly defined portion of the work of the Grant Agreement that the certified vendor performs with its forces toward the goal. A joint venture shall also count the dollar value of work subcontracted to other certified vendors. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the goal.
- 3) When a certified vendor subcontracts part of the work to another firm, the value of the subcontracted work shall be counted toward the Grant Agreement goal only if the certified vendor’s subcontractor is a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the goal.

- 4) A Grantee shall count towards the goal 100% of its expenditures for materials and supplies required under the Grant Agreement and obtained from a certified vendor manufacturer, regular dealer or supplier.
- 5) A Grantee shall count towards the goal the following expenditures to certified vendors that are not manufacturers, regular dealers or suppliers:
  - a. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Grant Agreement, provided that the fee or commission is determined by the Department of Commerce & Economic Opportunity ("DCEO") to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - b. The fees charged for delivery of materials and supplies required by the Grant Agreement (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by DCEO to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified vendor trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible and must itself own and operate at least one fully licensed, insured and operational truck used on the project.
  - c. The fees or commissions charged for providing any bonds or insurance specifically required for the performance on the project, provided that the fee or commission is determined by DCEO to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 6) A Grantee shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the Grant Agreement.
  - a. A firm is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work on the project and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified vendor must also be responsible, with respect to materials or supplies used on the project, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the materials or supplies. To determine whether a firm is performing a commercially useful function, DCEO shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under this plan is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices and other relevant factors.
  - b. A certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain certified vendor participation. In determining whether a certified vendor is such an extra participant, DCEO shall examine similar transactions, particularly those in which the certified vendors do not participate, and industry practices.
- 7) A Grantee shall not count towards the goal expenditures that are not direct, necessary and proximately related to the work of this plan. Only the amount of services or goods that are directly attributable to the performance of the scope of work shall be counted. Ineligible expenditures include general office overhead or other Grantee support activities.

\_\_\_\_\_ (the Grantee) submits the following Utilization Plan as part of our proposal in accordance with the requirements of the BEP Act. We understand that compliance with the BEP Act is required as part of this plan.

\_\_\_\_\_ (the Grantee) makes the following assurances and agrees to include the assurance in each contract with a contractor, subcontractor or supplier utilized on this plan: we shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this plan. Failure to carry out these requirements is a material breach of this plan, which may result in the termination of this plan or such other remedy, as the Agency/ Grantor deems appropriate.

Grantee's person responsible for compliance

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

We submit one (1) of the following statements:

We attach Section I to demonstrate that our Plan fully meets the BEP utilization goal of \_\_\_\_\_ % through subcontracting.

We attest our Utilization Plan does not fully meet the BEP utilization goal. We request the DCEO Good Faith Effort documentation guidelines and will submit all required forms and supporting documents requested by DCEO and Commission on Equity and Inclusion (CEI) Good Faith Effort Committee.

\_\_\_\_\_  
Grantee Authorized Signature

\_\_\_\_\_  
Date

Grantee Authorized Name and Title

Section I  
Utilization of Certified Vendors  
(Please submit a separate form for each proposed certified vendor)

To achieve the BEP utilization goal through contracting, the following is proposed:

- 1) The proposed certified vendor's:

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

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

Phone: \_\_\_\_\_ FEIN # \_\_\_\_\_

At the time of submission, the above vendor is:

Certified with the Commission on Equity and Inclusion (CEI) as: MBE  WBE  WMBE  PBE

Certified with a certifying entity other than CEI: \_\_\_\_\_

Meets the criteria and has submitted an application for certification with CEI. Application # \_\_\_\_\_

- 2) A detailed description of the commercially useful work to be done by this certified vendor is as follows:

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

- 3) The total estimated cost to the state for the Grant Agreement is \$ \_\_\_\_\_. The portion of the Grant Agreement which will be contracted/subcontracted to this certified vendor is \$ \_\_\_\_\_ or \_\_\_\_\_% of the total cost of the Grant Agreement.

- 4) A joint venture agreement is not required, as the arrangement between \_\_\_\_\_ and \_\_\_\_\_ is that of contractor/ sub-contractor and not a joint venture.

- 5) The Grantee has not prohibited or otherwise limited \_\_\_\_\_ (certified vendor) from providing contractor/ sub-contractor quotes to other potential bidders/ Grantees.

We understand that DCEO Office of Grants Management may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account and time records.

\_\_\_\_\_  
Grantee Authorized Signature

\_\_\_\_\_  
Date

Section I  
Utilization of Certified Vendors

(Please submit a separate form for each proposed certified vendor)

To achieve the BEP utilization goal through contracting, the following is proposed:

1) The proposed certified vendor's:

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

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

Phone: \_\_\_\_\_ FEIN # \_\_\_\_\_

At the time of submission, the above vendor is:

Certified with the Commission on Equity and Inclusion (CEI) as: MBE  WBE  WMBE  PBE

Certified with a certifying entity other than CEI: \_\_\_\_\_

Meets the criteria and has submitted an application for certification with CEI. Application # \_\_\_\_\_

2) A detailed description of the commercially useful work to be done by this certified vendor is as follows:

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

3) The total estimated cost to the state for the Grant Agreement is \$ \_\_\_\_\_. The portion of the Grant Agreement which will be contracted/subcontracted to this certified vendor is \$ \_\_\_\_\_ or \_\_\_\_\_% of the total cost of the Grant Agreement.

4) A joint venture agreement is not required, as the arrangement between \_\_\_\_\_ and \_\_\_\_\_ is that of contractor/ sub-contractor and not a joint venture.

5) The Grantee has not prohibited or otherwise limited \_\_\_\_\_ (certified vendor) from providing contractor/ sub-contractor quotes to other potential bidders/ Grantees.

We understand that DCEO Office of Grants Management may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account and time records.

\_\_\_\_\_  
Grantee Authorized Signature

\_\_\_\_\_  
Date

If more than two vendors are proposed, please request the DCEO multi-vendor spreadsheet.

## **EXHIBIT E**

### **DCEO CERTIFIED BEP VENDORS**

#### **HOW TO LOCATE CERTIFIED BEP VENDORS FOR YOUR DCEO GRANT PROJECT**

- Visit <https://ceibep.diversitysoftware.com>
- Click on the first blue button on the left column entitled, “BEP and/or VBP Certification Directory.”
- In the first box “Search by Certification Type” uncheck the Veteran Business Enterprise (VBE), Service-Disabled Veteran Owned Small Business (SDVOSB), Sheltered Workshop (SWS), and Veteran Owned Small Business (VOSB) boxes.
- Scroll down to the “Search by Commodity Code” section, and type in a one-word description of the kind of work you are looking to hire. One or more codes with short descriptions will appear. “Add” the codes that match what you are looking for.
  - For instance, if your grant project requires excavation, you can type “excavation” in the search box, and Code 91244 “Excavation Services” will appear. Click Add, and your search will be narrowed to BEP certified businesses who perform excavation.
  - You can also click on the “Browse Codes” button and search through the Commodity Codes to find work descriptions that match the work of your grant project.
- Once you have added the Commodity Codes you want to search, scroll down to the “Search by Location” Box.
- Here you can search by city and/or zip code with distance parameters or just by county. Simply type in your location details and click the search button at the bottom of the page.
  - A list of BEP vendors, certified as Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Women/Minority Business Enterprise (WMBE) or Persons- with-Disabilities-Business Enterprise (PBE), matched to the Commodity Codes you added will appear.
  - You can then click on the business’ certification type – MBE, WBE, WMBE, PBE – and get details on the business including contact information for soliciting bids.
- If you want to do a general search of all BEP certified vendors in your area, regardless of work performed, just skip adding Commodity Codes and search only by location.
  - A list of businesses will appear, and you can click on the business certification type – MBE, WBE, WMBE, PBE – and details on that business and the work it performs will come up.

**EXHIBIT F**  
**ILLINOIS WORKS JOBS PROGRAM ACT APPRENTICESHIP CERTIFICATION**

**STATE OF ILLINOIS**  
**ILLINOIS WORKS JOBS PROGRAM ACT APPRENTICESHIP INITIATIVE BUDGET SUPPLEMENT**  
**FOR PUBLIC WORKS PROJECTS FUNDED BY STATE APPROPRIATED CAPITAL FUNDS**

**Grantee Instructions:** Please complete this form as soon as: (1) the estimated total project costs (Part I) are known; **and** (2) the prevailing wage classifications and estimated hours are known (**only required if the estimated total project costs are over \$500,000**). See Part III.C. This supplement form should only be completed once and must be submitted to the grant-funding State Agency no later than at the time the first periodic reports are due.\*

**Part I. Organization and Project Information**

Organization Name		NOFO Number (if known)	
Grant Number (if known)		Grant Term (if known)	
Project Description			
Estimated Total Project Cost		Estimated Project Term	

1. Do the State Funding and Non-State Funding on Sections A and B of the Uniform Capital Grant Budget Template **total \$500,000 or more:**

Yes       No

If Yes, please complete the remainder of this supplement form.

If No, please only complete Part I and Part IV of this form. The State Agency funding the grant opportunity must maintain this form in its grant file.

\*For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and the applicable administrative rules at 14 Ill. Admin. Code Part 680. The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Operational costs are not included in the calculation of estimated total project costs. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less.

**Part II. Applicable Apprenticeship Goal**

**Please respond to question number 1 OR 2 as applicable:**

**1. For projects estimated to receive \$500,000 or more in appropriated capital funds:**

Is the percentage of State contribution of appropriated capital funds to the overall project 50% or more of the estimated total project cost:

Yes     No

If Yes, the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project.

If No, the 10% apprenticeship goal applies only to prevailing wage eligible work being funded by State appropriated capital funds.

**2. For projects estimated to receive less than \$500,000 in appropriated capital funds:**

Is the percentage of State contribution of appropriated capital funds to the overall project 50% or more of the estimated total project cost:

Yes     No

If Yes, the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project.

If No, the 10% apprenticeship goal does not apply.

**Part III. Apprenticeship Goal Compliance (Please answer Parts A, B and C as noted.)**

A. Based on the answer provided above in number 1 or 2 in Part II:

- the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project. (Complete Parts B and C, below. Provide detailed information on prevailing wage classifications for **both** the State appropriated capital funds and the remainder of the project in Part C.)
- the 10% apprenticeship goal applies only to prevailing wage eligible work being funded by State appropriated capital funds. (Complete Parts B and C, below. Provide detailed information on prevailing wage classifications for **only** the State appropriated capital funds in Part C.)
- the 10% apprenticeship goal does not apply at all. (If this box is checked, please skip Parts B and C.)

B. The Organization:

- Will fully comply with the 10% apprenticeship goal.
- Will seek a partial or complete reduction of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the grant-funding Agency.)
- Will seek a complete waiver of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the grant-funding Agency.)
- Will seek a partial waiver of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the grant-funding Agency.)



**Part IV. Organization Certification and State Agency Acknowledgement**

**1. Organization Certification:**

By signing this form, I certify to the best of my knowledge and belief that the form is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization Name:

Printed Name (Executive Director or equivalent):

Title (Executive Director or equivalent):

Signature (Executive Director or equivalent):

Date/Time Field

**2. State Agency Acknowledgement:**

State Agency

Printed Name

Title

Signature:

Date/Time Field

**State Agency Instructions:** If, after completion of this supplement form, the State Agency reviewing the form determines that an apprenticeship goal does apply to this grant, please forward this form to the Department of Commerce and Economic Opportunity at [CEO.ILWorks@illinois.gov](mailto:CEO.ILWorks@illinois.gov). If the State Agency determines that no apprenticeship goal applies to this grant, the State Agency should maintain a copy of this form in its grant file.



**EXHIBIT H**

**DISCLOSURE OF OWNERSHIP INTERESTS**

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

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

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

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

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

APPLICANT is (**Check One**)

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

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

**SECTION I - CORPORATION**

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

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

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

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**SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE**

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

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

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**SECTION 3 - TRUSTS**

3a. Trust number and institution.

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

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

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**SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE**

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

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

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

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

\_\_\_\_\_   
Date

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

\_\_\_\_\_   
Title

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

(Notary Seal)

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

**EXHIBIT I**

**ADDITIONAL INFORMATION SHEET**

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT J**

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

The undersigned, upon being first duly sworn, hereby certifies to the City of Evanston, Cook, County, Illinois, that all work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, 820 ILCS 130 *et seq*, and as amended by Public Acts 86-799 and 86-693 including, but not limited to: (1) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work on this contract, (2) not less than the prevailing rate of wages must be paid to all laborers, workers, and mechanics performing work under this contract, (3) all bonds of contractor must include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract with rates to be paid in effect at time work is performed. Contractors shall submit monthly certified payroll records to the city.

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

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_.

Notary Public



**EXHIBIT L**

**CONFLICT OF INTEREST**

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

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

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

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

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

(Notary Seal)

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

**EXHIBIT M**

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

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

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

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

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

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

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

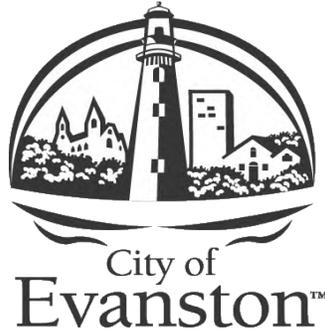
Telephone Number: \_\_\_\_\_

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

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



**Exhibit N**



**CONTRACTOR SERVICES AGREEMENT**

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

**2024 Lead Service Line Private-Side Replacement Pilot Project  
(BID #24-30)**

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:

### **2024 Lead Service Line Private-Side Replacement Pilot Project**

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

- a) City of Evanston Bid 24-30, attached as Exhibit A.
- b) Contractor's response to Bid 24-30, 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,

EXHIBIT N

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.

EXHIBIT N

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

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

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

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

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

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

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

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

- a) The illegality of sexual harassment;

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

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

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

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

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

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

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

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

### 3 Additional Services/Change Orders

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

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

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

3.3 Contractor acknowledges and agrees that the Public Works Construction Change Order Act, 50 ILCS 525/1 et seq. shall apply to all Change Orders for the Project. It is expressly understood and agreed to by Contractor that it shall not be entitled to any damages or Compensation from the City on account of delay or suspension of all or any part of the Work. Contractor acknowledges that delays are inherent in construction projects and Contractor assessed that risk and fully included that risk assessment within its contract sum specified in its Response to the City Bid for this Project. The City shall not compensate Contractor for work that is more difficult than the contract sum specified in its Response would reflect. Delays to minor portions of the Work will not be eligible for extensions of time.

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

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

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

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

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

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

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

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

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

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

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

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

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

## 4 Bonds

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

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

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

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

## 6 The City's Responsibilities

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

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

## 7 Period of Service

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

7.2 Each phase of the project shall be completed in accordance with the activities outlined in the City's Bid 24-30, Exhibit A. Project phases are specified in the Contract Special Provisions.

## 8 Payment for Services and Reimbursements

8.1 Within the first five (5) business days of each month, the Contractor shall invoice the City for Work completed during the previous month. The Contractor shall provide a detailed invoice that relates invoiced items to the Contractor's response to Bid 24-30 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. Pursuant to the terms of the Grant Agreement, each invoice and report submitted by Contractor must contain the following certification by an official authorized to legally bind Contractor:

By signing this report (or payment request or both), I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims *or* otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

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.

EXHIBIT N

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.

## EXHIBIT N

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

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

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

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

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

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

Contractor expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects the

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

## 11 Indemnification

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

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

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

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

11.3 The Contractor shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its sub-contractors' work. Acceptance of the work by

the City will not relieve the Contractor of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom.

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

## 12 Drawings and Documents

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

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

## 13 Successors and Assigns

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

## 14 Force Majeure

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

- a) Acts of nature;
- b) Acts or failure to act on the part of any governmental authority other than the City or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement;
- c) Acts of war;

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

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

## 15 Amendments and Modifications

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

## 16 Standard of Care & Warranty

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

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

documents, and printing and distribution costs.

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

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

16.5 Contractor guarantees and warrants to the City that:

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

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

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

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

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

## 17 Savings Clause

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

18 Non-Waiver of Rights

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

19 Entire Agreement

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

20 Governing Law

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

21 Ownership of Contract Documents

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

22 Notice

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

City of Evanston Project Manager, Bid 24-30  
2100 Ridge Avenue  
Evanston, Illinois 60201

if to the Contractor:



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

## 23 Severability

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

## 24 Execution of Agreement

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

## 25 Counterparts

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

## 26 Authorizations

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

## 27 Time of Essence

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

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

**CONTRACTOR**

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

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

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

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

**CITY OF EVANSTON**

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

Luke Stowe

Its: City Manager

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

Approved as to form:

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

Alexandra B. Ruggie

Its: Corporation Counsel

Revision: April 2021

**EXHIBIT O**

**DCEO LOBBYING CERTIFICATION**

\_\_\_\_\_, hereby certifies that:

1. It will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement.
2. It has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
3. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
4. It is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program budget, and thereafter treated as other Unallowable Costs.
5. Warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over 525,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
6. Will include the language of this Exhibit and all disclosures Pursuant to Appendix II(I) to 2 CFR Part 200 in the award documents for any subawards made pursuant to this Award at all tiers.
7. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

---

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

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

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

(Notary Seal)

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

**EXHIBIT P**

**BID BOND SUBMITTAL LABEL**

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



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

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

\_\_\_\_\_

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

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

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

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



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

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

**STATE OF ILLINOIS**

**City of Evanston**

# **CONTRACT SPECIFICATIONS**

**For**

**2024 Lead Service Line Private-Side Replacement Pilot Project**

**Bid Number: 24-30**

**CITY OF EVANSTON**

**SPECIAL PROVISIONS**

**2024 Lead Service Line Private Side Replacement Pilot Project**  
**Bid Number: 24-30**

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**APPENDIX B - HOMEOWNER INSPECTION FORMS**

**CITY OF EVANSTON**

**SPECIAL PROVISIONS**

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

**2024 Lead Service Line Private Side Replacement Pilot Project**  
**Bid Number: 24-30**

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

**PROJECT DESCRIPTION**

Work on this project includes the replacement of private-side lead water service pipe replacement. The private-side replacements are at locations watermain was historically replaced as part of the City’s annual watermain replacement program. Those historical projects included replacement of the public-side of the lead service line with copper from the watermain to the curb stop. This Contract will be for replacing the remainder of the lead service line from the existing curb stop into the home to replace the remainder of the lead line with copper to complete the replacement. The existing curb stop shall be re-used, and will only be replaced if it is damaged. To support the water service replacement, this contract will also include parkway restoration, private-side restoration, home inspections, homeowner meetings and homeowner coordination, and all materials, labor, equipment, and incidental work required to complete this work.

This project is funded in part by a Department of Commerce and Economic Opportunity (DCEO) grant and local TIFF funds. The service line replacements to be completed under this contract will be selected by the City from the locations where the City has received a Right of Entry form as shown in Appendix A. Homeowner inspection reports that have been performed by the City are located in Appendix B.

**COMPLETION DATES**

A contract is anticipated to be awarded by the City of Evanston in September, 2024 and shall be completed as follows and in accordance with Article 561.08 Sequence of Work as modified herein by the Special Provision. Substantial completion will be February 1, 2025. Final Completion will be May 23, 2025.

**MATERIAL TESTING/INSPECTION**

Add the following paragraphs to Article 106.01:  
All materials incorporated in this Contract are to be inspected according to IDOT’s QC/QA programs per the Project Procedures Guidelines (PPG). The latest version is available on the IDOT website at: <http://www.idot.illinois.gov/Assets/uploads/files/Doing-Business/Manuals->

[Guides-&Handbooks/Highways/Materials/PPG.pdf](#). All material incorporated into the work shall originate from IDOT approved sources (as required by PPG) and/or be accompanied by sufficient IDOT approved evidence of material inspection. All mix designs for PCC and HMA shall be submitted to the Engineer with QC Plans for review and approval.

The contractor will provide the QC for all work and the City will perform QA according to PPG guidelines.

#### **WEATHER RESTRICTIONS**

No work shall be performed when nighttime temperatures are 20 degrees Fahrenheit or lower unless authorized in writing by the Owner.

#### **DEFINITION OF TERMS**

Add the following sentences to Article 101.16:

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

Add the following sentence to Article 101.28:

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

Add the following sentence to Article 101.29:

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

Add the following sentence to Article 101.30:

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

Add Article 101.56, which shall read as follows:

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

Add Article 101.57, which shall read as follows:

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

Add Article 101.58, which shall read as follows:

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

Add Article 101.59, which shall read as follows:

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

Add Article 101.60, which shall read as follows:

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

Add Article 101.61, which shall read as follows:

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

Add Article 101.63, which shall read as follows:

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

Add Article 101.64, which shall read as follows:

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

Add Article 101.65, which shall read as follows:

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

Add Article 101.66, which shall read as follows:

**“101.66 Substantial Completion.** That date as certified by the Engineer when the construction of the Project is sufficiently completed, in accordance with the Contract Documents, so that the Project can be utilized for the purposes for which it is intended. For this project, substantial completion shall be accomplished when all service lines are replaced and in service and final restoration is complete. Substantial completion when weather restrictions are identified and sod and landscaping cannot be placed shall include the performance of all work except placement of topsoil to grade in lieu of sod and/or landscaping items, and punch list items.

Add Article 101.67, which shall read as follows:

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

Add Article 101.68, which shall read as follows:

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

Add Article 101.69, which shall read as follows:

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

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

Delete Article 102.01 and replace it with the following:

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

Add Article 102.02, which shall read as follows:

**“102.02 Examination of Site.** There is no warranty or guaranty, either expressed or implied, that the provided subsurface information will disclose the actual conditions which will be encountered during the progress of the Work. Bidders shall examine the site, interpret or disregard subsurface information as they see fit, and arrive at their own conclusions regarding the nature, character, quality, and quantity of subsurface conditions likely to be encountered. By submitting their Bids,

Bidders attest that they have fully complied with these requirements and made their own conclusions regarding subsurface conditions, which are reflected in their Bids. Bidders further attest that, should they be awarded construction Contract(s) for the Project, they shall neither have nor assert against the Owner or Engineer any claims for damages, for extra work, or for relief from any obligation of this Contract based upon deficiencies in the subsurface information provided or failure by the Owner to furnish other subsurface information or knowledge in Owner's or Engineer's possession, if any.

Bidders will be permitted to make test borings, test pits, soundings, or other investigations on the site of the Work which they so desire subject to approval by the Owner. Bidders wishing to make such investigations shall coordinate the intended site investigations with Mr. Paul Moyano, 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:

“When requested by the Contractor, the Contractor will be furnished, free of charge, electronic copies of the Drawings and Contract Documents. 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 weekly meetings to discuss the Project status.”

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

“The Drawings do not depict any locations of existing underground utilities. They are general in nature. Underground utilities may also be present. As such, the Owner and Engineer assume no responsibility that underground utilities may be present, and shall be investigated by the Contractor and be the responsibility of the Contractor to make all attempts to avoid. Any repair to existing utilities shall be borne by the Contractor.

Delete Article 105.10 and replace it with the following:

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

The Engineer, as the Owner's representative, will interpret the Contract Documents. The Engineer will decide questions which arise in the execution of the Work or in the interpretation of the Contract Documents. The Engineer's decision or interpretations shall be final, unless the Contractor appeals

to the Owner in writing within fifteen (15) calendar days after the decision or interpretation.

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

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

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

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

Delete Article 105.11 in its entirety.

Add the following paragraph to Article 105.12:

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

Add Article 105.14, which shall read as follows:

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

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

on the Contractor's means and methods, these protection measures may or may not be fully adequate to protect Project work forces or the general public. As such, the Contractor is solely responsible for and is required to implement whatever additional protection measures may be necessary to fully protect the Project work force and the general public.

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

The Contractor shall follow the latest Center for Disease Control and Prevention guidelines when entering the home of residents.”

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. Paul Moyano, Senior Project Manager – Water and Sewer  
Capital Planning & Engineering Bureau, Public Works Agency  
City of Evanston  
2100 Ridge Avenue,  
Evanston, IL 60201  
(847) 866-2967

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

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

The Contractor shall at his own expense obtain all required construction permits, licenses, insurance, and other appurtenant approvals or permissions for the execution of this Work; give all necessary notices; pay all fees required; fulfill all permit requirements, including construction standards, bond requirements, and insurance requirements; and, comply with all rules, regulations, ordinances, and laws relating to the Work and to the preservation of public health and safety.”

Add the following sentences to Article 107.08:

“The locations of work shall be at select blocks within the City of Evanston. Suitable toilet facilities shall be provided at a location agreed to by the Contractor, Owner, and Engineer. More than one suitable toilet facility may be requested and provided by the Contractor. The facilities and the location of same shall be approved by the Owner and shall be kept in a clean and sanitary condition. Sanitary sewer manholes or construction trenches may not be used for toilet facilities.”

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

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

Add the following paragraphs to Article 107.09:

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

Contractors shall confine all work activities to the public right-of-ways, except areas designated as tree protection zones and in areas required to be accessed for the purpose of lead water service line replacements to a point located within a home. If, for their convenience, Contractors wish to conduct work activities outside public right-of-ways, including storage of equipment and materials, Contractors shall obtain written permission from affected property owners prior to proceeding with these work activities. Costs of obtaining permission, permits, easements, site preparation, site maintenance, site restoration, and all other expenses associated with work outside right-of-ways, easements, and properties fully executed Property Owner Agreement Forms for lead water service replacement, shall be borne by the Contractors at no additional expense to the Owner.

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

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

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

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

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

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

The Contractor shall provide for and maintain the flow in all sewers, drains, building or inlet connections and all water-courses which may be met with during the progress of the Work. He shall

not allow the contents of any sewer, drain, or inlet connection to flow into trenches, sewers, or other structures to be constructed under the Contract and shall immediately remove and cart away from the vicinity of the Work all offensive matter. The Contractor shall not disrupt the function of individual sanitary services for more than four continuous hours. If construction operations are anticipated to disrupt individual services for more than four hours, the Contractor shall provide for temporary sanitary service for the duration of the disruption.

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

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

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

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

Driveways to fire department buildings, driveways to medical buildings, and driveways to businesses required for continuance of their commerce shall be kept open and maintained in passable conditions at all times unless modified by agreement between the Contractor and the property owner. All agreements between the Contractor and private property owners must be in writing to be considered binding. The Contractor shall give reasonable notice to the owners of all private driveways before interfering with them. Daily construction operations shall be terminated at such locations that the

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

Delete Article 107.17 and replace it with the following:

**“107.17 Use of Explosives**

(a) General

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

Delete Article 107.18 and replace it with the following:

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

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

Add the following paragraphs to Article 107.20:

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

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

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

Add the following paragraph to Article 107.25:

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

coordinated by the Engineer.”

Delete Article 107.27 and replace it with the following:

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

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

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

i. Procedure for Resolving Property Damage Disputes

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

Acknowledge the claim to the property owner.

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

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

Forward the claim to the Contractor's insurance carrier.

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

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

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

due the Contractor under this Contract.”

Add the following paragraphs to Article 107.30:

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

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

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

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

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

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

Delete the second and fourth paragraphs of Article 107.35.

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

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

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

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

(2) Located above ground or underground and not relocated as provided in the contract

Add Article 107.42, which shall read as follows:

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

#### **STANDARDS**

**701301, 701501, 701602, 701606, 701611, 701701, 701801, 701901, 780001**

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

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

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

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

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

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

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

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

Add Article 107.43, which shall read as follows:

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

No street openings shall be performed as part of the work under this contract.”

Add Article 107.44, which shall read as follows:

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

Add Article 107.45, which shall read as follows:

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

Add Article 107.46, which shall read as follows:

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

## **PROSECUTION AND PROGRESS**

Add the following to Article 108.01:

“The Owner may approve the use of second tier subcontractors on a case by case basis after the Prime Contractor initiates a request for approval of same. The Prime Contractor is responsible for compliance with all the provision of the contract and is also responsible for providing that all of the pertinent provisions and requirements of the prime contract are incorporated into the second tier subcontracts. The Prime Contractor shall provide a copy of the second tier subcontract, second tier

subcontractor insurance certificates, and shall provide waivers from the second tier subcontractors as required for the processing of pay estimates. The second tier subcontractor shall not commence work until approval is granted by the Owner”

Add the following to Article 108.02:

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

The construction schedule shall reflect that no work will be performed on Saturdays, Sundays, Holidays, and the days listed below as modified in Art. 108.03 Section 108. Calendar day is defined as: “Any calendar day between January 1 and December 31 inclusive, except Saturdays, Sundays or legal holidays. If the City approves work on Saturday, the Contractor will not be charged a calendar day for work done on that Saturday.”

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

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

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

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

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

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

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

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

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

- a. NO WORK ON LEGAL HOLIDAYS. 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:

<b>September 2, 2024</b>	Labor Day
<b>October 3, 2024</b>	Rosh Hashanah
<b>October 12, 2024</b>	Yom Kippur
<b>November 28, 2024</b>	Thanksgiving
<b>November 29, 2024</b>	Thanksgiving
<b>December 24, 2024</b>	Christmas Eve
<b>December 25, 2024</b>	Christmas
<b>January 1, 2025</b>	New Year's Day
<b>January 20, 2025</b>	Martin Luther King Jr. Day
<b>April 18, 2025</b>	Good Friday
<b>April 20, 2025</b>	Last Day of Passover
<b>May 26, 2025</b>	Memorial Day
<b>June 19, 2025</b>	Juneteenth
<b>July 4, 2025</b>	Independence Day

Delete Article 108.04 and replace it with the following:

**“108.04 Normal Work Hours.** Normal work hours shall be Monday through Friday (excluding legal holidays) between 7:00 am and 5:00 p.m. local time during the calendar dates specified in Article 108.03. Except for work required to maintain warning lights, barricades and other safety/health-related systems no work shall be performed on Saturdays, Sundays, legal holidays, or between 5:00 pm and 7:00 am on other days without specific permission of the Owner. This requirement excludes private water service work which may take place outside of normal work hours including Saturdays in accordance with the Evanston City Code. Only work between the parkway and private residence may take place outside of normal working hours and at no time will work within the roadway be permitted outside of normal working hours or work on Sunday without written approval from the Engineer.

No work, except maintenance of warning lights, barricades and other safety/health-related systems, may be performed unless the Engineer is available to observe/inspect construction activities. Owner will provide the services of the Engineer as needed for construction observation/inspection between the hours of 7:00 am and 5:00 p.m., Monday through Friday, except legal holidays, in accordance with the calendar dates specified in Article 108.03. Prohibited work activities outside of normal work hours include but are not limited to the warming up of any piece of equipment or turning on engines. Any violation for working hours will incur a \$500.00 fine for each occurrence.

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

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

additional compensation will be allowed.

Delete Article 108.05 and replace it with the following:

**“108.05 Project Completion Times:**

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

Add the following paragraph to Article 108.07

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

**MEASUREMENT AND PAYMENT**

Add the following paragraphs to Article 109.02:

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

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

Existing facilities or property damaged by construction activities, including settlement, whether through result of Contractor's negligence or as a normal result of the means and methods employed by the Contractor, shall be restored to original condition. Restoration of damaged areas will be considered incidental to the Work and the cost shall be included as part of the unit or lump sum price item to which the restoration pertains.

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

Delete Article 109.07 and replace it with the following:

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

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

- (a) DCEO Utilization Plan
- (b) DCEO Illinois Works Apprenticeship Initiative Quarterly Periodic Grantee Report
- (c) All delivery tickets for concrete
- (d) Lien Waivers
- (e) Construction Schedule Update
- (f) Record Drawings
- (g) Certified payrolls for general contractor and sub-contractors

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

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

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

Retainage shall be withheld as follows:

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

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

"Final payment will be made within sixty (60) calendar days after the Work is fully completed and

accepted by the Owner and the Contract fully performed. Request for final payment shall be prepared by the Contractor and accompanied by the documentation hereinafter listed. Quantities for this Contract shall be subject to the contract unit price applied to final measured quantities.

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

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

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

- (a) DCEO Utilization Final Report
- (b) Illinois Works Jobs Program Act Apprenticeship Initiative Budget Supplement
- (c) Final Lien Waivers
- (d) Contractor prepared Record - Drawings

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

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

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

event(s) giving rise to the claim will not be considered.”

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

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

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

## **SUBMITTALS**

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

### **SUBMITTAL REQUIREMENTS**

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

### **CONTRACTOR'S DRAWINGS AND OTHER SUBMITTALS**

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

### Contractor's Responsibility

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

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

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

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

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

### Identification

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

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

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

1. Catalogs or brochures submitted in packages of multiple items for approval need the identification only on the exterior. In such instances the identification shall include page and catalog item numbers for items submitted for approval. If one or more of the items in such a submittal are not approved, re-submittal of only the unapproved items is required.

2. Catalog cuts containing various products, sizes and materials shall be highlighted to show particular items being submitted.

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

#### Shop Drawings

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

#### Working Drawings

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

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

#### Catalog Data

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

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

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

#### Approval Process

Original Submittal - Copies of catalog data specified in Item F and one reproducible sepia and six legible prints of all shop and working drawings shall be submitted to the Engineer for approval in accordance with the Contractor's drawings submission schedule, with all fabrication and installation requirements, allowing at least 30 calendar days for checking and appropriate action by the Engineer. Three copies of all Contractor's drawings will be returned.

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

*APPROVED*

No corrections, no marks.

### *APPROVED AS CORRECTED*

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

### *REVISE AND RESUBMIT*

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

### *NOT APPROVED*

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

### *INFORMATION ONLY*

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

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

### Excessive Reviews of Contractor Drawings and Other Submittals

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

### RECORD DRAWINGS

The Contractor shall submit an as-built drawing for each completed service line replacement. They shall be submitted by block or street where there are more than one replacement per block or street to minimize the number of submittals. As-Built record drawing shall include the minimum information as required by the Engineer. Failure to maintain current record drawings will be cause to delay progress payments. Record drawings shall be submitted to the Engineer within one week following the installation of a water service.

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

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

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

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

#### **PAYMENT**

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

#### **SAW CUTS**

The Contractor shall full-depth saw cut for the removal of existing curb, sidewalk, all structure work, and interior surfaces (basement floors, patios, and other like surfaces) as required to perform the work, or as directed by the Engineer. The concrete saw shall be equipped with a diamond blade of sufficient size to saw pavements full-depth and be capable of accurately maintaining cutting depth. For other materials, such as flooring or drywall, Contractor shall utilize saw blades compatible with the material. All saw cuts shall be parallel or perpendicular to the edge of sidewalk, or the edge of pavement, with straight, clean, edges, to the satisfaction of the ENGINEER. This item shall be included with sidewalk, structure work, and interior basement/floor slab removal. The slurry resulting from the saw cutting work shall be immediately washed away using water to prevent tracking by vehicles or pedestrians to the satisfaction of the ENGINEER. Interior saw cutting inside of properties shall be with a battery or electric powered saw. No internal combustion engines shall be utilized for cutting interior basement/floor slabs. Cutting system shall also be performed in a manor to minimize and capture concrete dust released during cutting operations.

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

Saw cuts for all work will not be measured for payment and shall be considered as included in the related contract pay item. No separate payment will be made for saw cuts.

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

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

Add the following paragraphs to Article 201.01:

“Trees and shrubs which may be removed for performance of the Work shall be as agreed to with the Property Owner only for those locations requiring replacement of their lead water service. It is not anticipated that any other trees or shrubs will need to be removed for performance of the Work. Should the Contractor desire to remove trees or shrubs, the Contractor shall notify the Owner for approval prior to removing any trees or shrubs. Owner will not grant permission for removal of trees or shrubs, unless the Contractor can demonstrate that there is no other practicable way to complete the Work, including augering or hand-excavation.

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

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

### Parkway Tree Protection

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

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

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

specifications.

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

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

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

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

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

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

B. Temporary Fence:

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

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

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

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

- i. Trees with diameters 10 inches and under require root zone protection a minimum of five feet from the center of the tree.
- ii. Trees 10 to 19 inches in diameter shall have a minimum root zone protection of 10 feet from the center of the tree.
- iii. Trees greater than 19 inches in diameter shall have a minimum root zone protection of 15 feet from the center of the tree.

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

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

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

7. The grade within the "tree protection zone" shall not be changed unless approved by the

Engineer prior to making said changes or performing the work.

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

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

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

C. Tree Trunk Protection:

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

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

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

D. Tree Pruning:

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

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

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

**DISPOSAL OF EXCAVATED MATERIAL**

This work shall consist of meeting IEPA requirements for the disposal of excavated material including, but not limited to, clean construction or demolition debris (CCDD), uncontaminated soil,

and/or contaminated soil. Excavated materials must be removed from the site by the end of each day.

The Contractor will be responsible to provide CCDD and soil fill site operators with all testing information and fees as required by the IEPA and fill site operators to properly dispose of excavated material. Cost shall be included in other bid items.

Removal and disposal of unsuitable material shall be that material as determined by the Engineer and shall be measured on a cubic yard basis and paid for under REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL. Cost shall include removal, transport, hauling and any other expenses

### **TRENCH BACKFILL**

Add the following paragraphs to Article 208.02:

#### Rigid Sewer

Bedding (4" below bottom of pipe to spring line) - Coarse Aggregate  
Trench Backfill (spring line to bottom of pavement) – Fine Aggregate

#### Flexible Sewer

Bedding (4" below bottom of pipe to 12" above top of pipe) - Coarse Aggregate  
Trench Backfill (spring line to bottom of pavement) – Fine Aggregate

#### Water Service

Bedding (4" below bottom of curb stop/water service to spring line) – Fine Aggregate  
Trench Backfill (spring line to bottom of topsoil)- Fine Aggregate.

#### Exploration Trench

Bedding (bottom of excavation to utility spring line) – Fine Aggregate  
Trench Backfill (utility spring line to bottom of topsoil)- Fine Aggregate.

Fine aggregate shall consist of sand (natural) gradation FA 6. Stone sand, chats, wet bottom boiler slag, slag sand, granulated slag sand, or crushed concrete sand will NOT be allowed.

Coarse aggregate shall be crushed gravel or crushed stone gradation CA-7, CA-11 or CA-13. Gravel, crushed concrete, crushed slag, chats, crushed sandstone, or wet bottom boiler slag will NOT be allowed.

Trench backfill at water service locations shall be mechanically compacted to the satisfaction of the Engineer.

**Case I - Trench Backfill in Paved Areas.** Case I applies to excavation in any area which has or which is proposed to have a permanent type street, sidewalk, curb and gutter, bituminous paved parking lot, or is within 2 feet of a paved surface. Trench backfilling shall be performed in accordance with Article 550.07 modified herein. Where backfilling a trench containing a single longitudinal pipe, the Contractor shall use fine aggregate gradation FA-6 sand (natural). Where backfilling a trench containing multiple longitudinal pipes (common trench), the Contractor shall use coarse aggregate gradation CA-7, CA-11, or CA-13 crushed gravel or crushed stone from 4-inches below the bottom of the lowest pipe to 12-inches above the crown of the highest pipe and fine aggregate gradation FA-

6 sand (natural) from 12-inches above the crown of the highest pipe to the pavement sub-grade. Granular trench backfill shall be compacted to a minimum of 95% Standard Proctor Density as per ASTM-D698. Where native subsoils excavated from trenches meet the gradation, quality, and other requirements of Article 1003.04, this material shall be used to backfill trenches in lieu of new FA-6 material.

Use of native soil for backfill shall be incidental to the cost of the sewer or water service installation and no separate payment shall be made. Use of native soils for backfill that has been transported between different locations on this project shall be incidental to the cost of the sewer or water main installation unless otherwise approved in advance by the Engineer.

Trenches shall be backfilled with FA-6 sand (natural) granular material or native subsoils meeting FA-6/quality requirements up to the proposed bottom of the pavement structure within the standard trench width. The remainder of the trench shall be backfilled as soon as possible with full-depth temporary aggregate. The temporary aggregate shall be coarse aggregate and shall consist of gravel, crushed gravel, crushed stone, or crushed concrete. Crushed slag and grindings from PCC or HMA surface removal operations will NOT be allowed.

Delete Article 208.04 and replace it with the following:

Trench backfill fine aggregate material will be paid for at the contract unit price per CUBIC YARD for TRENCH BACKFILL furnished and placed between the top of bedding (at spring line) and the bottom of the pavement structure within the standard trench widths as shown on the plans. The contract unit price for TRENCH BACKFILL shall be payment in full for all materials, labor, equipment, transportation and related work required to furnish Case I FA-6 sand (natural). No payment will be made for the hauling, compaction, placement, and testing of accepted native soils used as trench backfill.

TRENCH BACKFILL required for filling outside the standard trench widths shown on the plans shall be incidental to sewer or water service construction contract items and no separate payment shall be made.

Temporary aggregate will be paid for at the contract unit price per TON for AGGREGATE FOR TEMPORARY ACCESS installed as specified in Section 402, as modified herein, and as directed by and to the satisfaction of the Engineer. Removal and disposal of temporary aggregate will not be paid for separately but shall be considered as included in the contract.

### **TOPSOIL FURNISH AND PLACE**

Add the following paragraph to Article 211.04:

Topsoil shall be pulverized.

Revise Article 211.07 of the Standard Specifications to read:

Topsoil furnish and place shall be that material obtained from outside the right-of-way or private property of those locations impacted by the Contract Documents and will be measured for payment by truck load material delivery ticket displaying volume in cubic yards. Topsoil shall be placed to a depth of 8" below finished grade. Finished grade is determined by string line from the top of curb to the top of sidewalk, and is that location of the taut string line located directly above the area to be backfilled with topsoil for areas in the public right-of-way. For excavations made on

private property, finished grade shall be determined by taunt string line either side of excavation at locations agreed to with the Engineer.

Revise Article 211.08 of the Standard Specifications to read:  
This work will be paid for at the contract unit price per cubic yard for TOPSOIL FURNISH AND PLACE.

### **EXPLORATION TRENCHES**

Delete Section 213 in its entirety and replace it with the following:

#### **SECTION 213. EXPLORATION TRENCH**

**213.01 Description.** The Contractor shall vacuum excavate (pothole) exploration trenches as directed and approved by the Engineer to confirm the locations, materials, and/or sizes of existing water services, and sewer utilities. Following completion, trenches shall be backfilled in accordance with Section 208 and temporary paving provided as necessary to the satisfaction of the Engineer. Exploration trenches performed by the Contractor for his own purposes shall be incidental to construction and no separate payment shall be made.

**213.02 Utilities Encountered.** If, during the exploratory excavation process, utilities are uncovered which cause interference with the Work, the Contractor shall stop all affected work and immediately notify the Engineer.

**213.03 Trenches Requested by Engineer.** The Engineer may also request that the Contractor excavate exploration trenches in the Project area.”

Each exploration trench (pothole) up to 20 square feet in surface disturbance and up to 8-feet deep shall be paid for at the Contract unit price per EACH for EXPLORATION TRENCH, SPECIAL (UP TO 8 FEET DEEP).

These Contract unit prices shall be payment in full for all labor, materials, and equipment required for: pavement saw-cutting, removal, and disposal; trench excavation and disposal; protection of existing utilities and repair of damage to existing utilities.

Trench Backfill, topsoil, sodding, and any other necessary restoration will be paid for separately.

### **SODDING**

Add the following paragraph to Article 252.01:

“All grassed areas disturbed by Contractor's operations shall be restored by sodding. To be acceptable, the sod shall be in a live, healthy condition and be knitted to the soil. Sod shall be growing in place for forty-five (45) calendar days prior to measurement. Only living sod that is acceptable will be measured for payment.”

Add the following paragraph to Article 252.02:

“On major roadways (arterial streets, main streets, State and County routes, etc.) sod for public parkway areas and other areas within 25 feet of public roadways shall be salt-tolerant. The sod for most residential streets does not have to be salt-tolerant, at the Engineer's discretion. Sod for other areas shall be native sod matching the species, color, and texture of adjoining grass areas as approved by the Engineer.”

Add the following to Article 252.03:

“Sod bed preparation shall include the placement of top soil, including excavating and grading the areas to be sodded to a depth of at least 3-inches below a line connecting the top of the curb and the top of the sidewalk, disposing of the material removed and placing pulverized topsoil on the space so prepared, raked and ready for sodding. The topsoil shall be free from quack grass and weeds and shall be approved by the Engineer before placing. One rolling of the entire surface of the soil shall be made. Existing sidewalks, curbs and trees, and the like, which are not to be removed, shall be protected from damage during the placement of topsoil.”

Add the following paragraph to Article 252.04:

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

Add the following to Article 252.06:

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

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

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

The Contractor shall perform additional watering to maintain sod in a healthy condition. The cost of additional watering shall be incidental to the cost of sodding. Any sodding that does not survive will be replaced by the Contractor at his own expense.”

Delete Article 252.13 and replace it with the following paragraphs:

This work will be paid for at the Contract unit price per SQUARE YARD for SODDING, measured in place for the quantity actually installed within the pay limits shown on the plans, as hereinafter specified, or as directed by Engineer.

Grassed areas to be restored by SODDING include parkways and all other turf areas which have been disturbed by construction activities.

The Pay limits for grassed areas to be restored by SODDING shall be up to 3-foot of parkway adjacent to driveway and sidewalk approaches installed as part of this Project; up to 25 square feet of parkway disturbed by connecting to the existing curb stop and as otherwise directed by the Engineer. The Contract unit price for SODDING shall be measured in square yards, and shall be payment in full for all materials, labor and equipment required for: site preparation; disposal of

surplus materials; fertilizers; furnishing, transporting and placing sod; stakes; all watering; mowing; replacement of sod which fails to survive through the establishment period; and all related work required to complete the installation which is not included under other Payment Items.

Sodding outside the limits shown on the plan or specified due to damage caused by Contractor's operations or for Contractor's purposes shall be considered incidental to the contract and no separate payment shall be made.

Preparation of areas to be sodded, rotor tilling and removal/disposal of existing grass, dirt, and debris, will not be measured or paid for separately but shall be considered as included in this pay item.

### **SUBBASE GRANULAR MATERIAL, TYPE B**

Add the following paragraphs to Article 311.02:

"The Contractor shall furnish and place 4 inches or greater coarse aggregate conforming to Article 1004.04 and Article 311.05 (Type B) with a gradation number of CA-6 for use as the base course for all driveways, and sidewalks, or as directed by the Engineer.

The coarse aggregate shall be gravel, crushed gravel, crushed stone, or crushed concrete. Crushed slag and grindings from PCC or HMA surface removal operations will NOT be allowed.

For existing driveways the existing base materials may be suitable for reuse as determined by the Engineer. Base course shall be placed on the prepared sub-grade. Temporary aggregate suitable for reuse as granular subbase will not be paid for separately as Subbase Granular Material, Type B."

Delete Article 311.09 and replace it with the following paragraphs:

"This work will be paid for at the Contract unit price per TON for SUBBASE GRANULAR MATERIAL, TYPE B, or at the Contract unit price per SQ YD for of the thickness specified for BASE COURSE, CA-6.

The Contract unit price for SUBBASE GRANULAR MATERIAL, TYPE B, and BASE COURSE, CA-6 shall be payment in full for all materials, labor and equipment required for: site preparation, including final grading of trench backfill material; supply, initial placement, compaction and compaction testing of the aggregate base course; and, all related work to complete the installation which is not included under other Payment Items.

The payment shall be limited to the actual amount of SUBBASE GRANULAR MATERIAL, TYPE B, installed within the horizontal and vertical payment limits shown on the plans or specified for curb/gutter, driveways, and at other locations as directed by Engineer (aggregate base course is incidental to all patching and sidewalk pay items unless otherwise noted on the plans)."

### **HOT-MIX ASPHALT SURFACING**

This work shall consist of the preparation of the base, the application of bituminous priming material and the construction of the Hot-Mix Asphalt surface for driveway pavements. The driveway shall be a minimum of 4-inches thick.

The Hot-Mix Asphalt surface shall meet the requirements of Section 406 of the Standard Specifications for Road and Bridge Construction. Areas where the Incidental Hot-Mix Asphalt surfacing will be placed shall have the base primed. The rate of application of prime will be as specified in Article 406.05.

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

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

This work will be paid for at the contract unit price per TON for "HOT-MIX ASPHALT SURFACING". The contract unit price for HOT-MIX ASPHALT SURFACING shall be payment for all labor, materials and equipment necessary to complete the work. Saw cutting, HMA surface removal, and other items required to complete this work will not be paid for separately but shall be considered as included in the contract unit price for incidental HMA surfacing.

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

### **PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT**

Add the following paragraphs to Article 423.02:

Materials: - Materials for concrete shall be in accordance with Section 420 as applicable. Class SI concrete shall be used. Forms shall be a minimum of 2" x 8" lumber or its approved equal, held in place by stakes or braces with the top edges true to line and grade. The aggregate base course shall be four (4") inches thick of crushed limestone gradation CA-6 constructed in accordance with Section 351 of the Standard Specifications. The driveway pavement shall be six (6") inches for single family residences, or eight (8") inches thick for commercial properties. The designation of single family or commercial property shall be as determined by the Engineer. Three-quarter (3/4") inch thick expansion joint material shall be placed between the curb and the full width of the proposed driveway. Contraction joints shall be provided.

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

Delete Article 423.11 and replace it with the following paragraphs:

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

The Contract unit price for PCC DRIVEWAY PAVEMENT shall be payment in full for all materials, labor, and equipment required for: final grading of aggregate base course; reinforcement, if required; pavement placement, curing, and protective coating; and all related work required to complete the installation which is not included under other Payment Items.

PCC DRIVEWAY PAVEMENT installation outside the limits shown on the Drawings due to damage caused by Contractor's operations or for Contractor's purposes shall be considered incidental to this work and no separate payment shall be made.

## **PORTLAND CEMENT CONCRETE SIDEWALK**

Add the following sentences to Article 424.01:

“The Work shall also include adjustments to surface elements such as buffalo boxes, valve covers, manhole covers, vault covers, etc. to final grades.”

Add the following sentences to Article 424.02:

“Curing shall be in accordance with Article 1022.01. Curing compound shall be Type III. Protect all surfaces from sun. During hot weather, keep temperature of concrete below 90 degrees Fahrenheit. During cold weather, keep temperature of concrete between 50 degrees F and 70 degrees F for 3 to 5 days. Protect from frost and rapid drying for 6 days.”

Add the following sentences to Article 424.04:

“The Aggregate Base Course required for necessary grading will not be paid for separately and constructed in accordance with section 351 of the Standard Specifications.”

Add the following paragraphs to Article 424.06:

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

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

The Contractor shall be solely responsible for protecting his work from vandalism. All vandalized concrete work shall be removed and replaced at the Contractor's expense”

Add the following paragraphs to Article 424.09:

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

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

**Backfill Compaction.** During the installation of Case I backfill material, the Contractor shall conduct density testing specified in Article 550.07 in accordance with Section 106. The cost of testing shall be incidental to the Work and no separate payment shall be made.

### **Water Services**

Residents affected by the installation of new water services must be notified a minimum of **48 hours in advance, 24 hours in advance to confirm their appointment, and 15 minutes prior to the shutoff.**

Right-of-Entry (ROE) forms are required by the Contractor prior to entering or performing any work on private property, and the Contractor shall work with the Engineer to collect all remaining ROE forms not received during performance of the work as well as those that have expired. Any impacted water service lines for properties having signed (executed) a right-of-entry (ROE) that has been provided to the Owner or the Engineer are identified as private-side lead service line replacements to the extents shown on the Drawings. All properties that do not have a signed ROE shall not have their water service replaced until an executed ROE (fully completed, signed, and date) is received by the Contractor, Engineer, or Owner. Existing private-side service replacements under this Contract may be constructed of lead or galvanized steel.

For those properties with a signed ROE, the Contractor shall schedule Preliminary Investigation appointments with the property owner to obtain a signed Property Owner Agreement (POA) form, and for the Contractor to develop a Preconstruction survey showing, at a minimum, the proposed location of the new water service, location of existing water and sewer service, Identification of any restrictions that do not allow Illinois Plumbing Code to be adhered to, the interior premise plumbing diameter and material at the connection point to existing premise plumbing, and generally outlining the work to be completed. The Preconstruction Survey shall be viewed by the property owner prior to their review and signature of the POA. Scheduling of the Preliminary Investigation shall be by the Contractor and at the convenience of the Property Owner and shall include the Property Owner, Engineer, and Contractor. Duration is typically a minimum of 30-minutes for each property. Once the Property Owner Agreement form and Pre-Construction Layout (Preconstruction Survey) drawing are submitted and reviewed by the Engineer, the Contractor can schedule the water service replacement work with the Property Owner. A template for the preconstruction survey and POA will be provided to the Contractor by the Engineer at the preconstruction meeting.

Private-side replacement of lead water service work will include replacement of the existing lead water service with copper pipe having a diameter matching that of the existing public side material and existing curb stop. No reducing fittings will be allowed on any buried piping. The copper pipe shall extend from the existing curb stop to the meter in the home, and connection to the interior and exterior plumbing. For bidding purposes, the Contractor shall assume the existing curb stop and public-side material is 1.5" diameter pipe. It is intended to re-use the existing curb stop. If the existing curb stop is damaged, Contractor shall replace curb stops, curb stop boxes, and associated service line appurtenances. The meter will be replaced as part of this project. Any outdoor space impacted by this work will be restored in-kind (as existed prior to the start of the Work), as agreed upon between the Contractor and the property owner on the Property Owner Agreement form prior to the initiation of the work. Relocation of items within the home to accommodate the work will be agreed upon between the property owner and the Contractor prior to signing the Property Owner Agreement form. Any restoration within the home outside of patching of the concrete structure (as shown on the Drawings) such as re-tiling, installing drywall, or other finished surfaces will be performed by the property owner.

Any Executed ROE's received after the bid date will be coordinated between the Contractor and the Engineer.

The Contractor must flush the new water service and make every effort to assure debris does not enter the existing portion of the water service as the new installation takes place. All water services shall be perpendicular to the water main to the new round way and B Box.

Following completion of the water service replacement, the Contractor shall submit a Post-

Construction Layout Drawing (As-Built) making any adjustments to the Pre-Construction Layout Drawing as necessary to identify the installed location of the water service in relation to the abandoned lead service line and the existing sewer serving the property owner. A template for the as-built will be provided to the Contractor by the Engineer at the preconstruction meeting.

### **Final Interconnections**

After the private side water service replacement has been completed, the Contractor will make the re-connection(s) to the existing water service as indicated on the Drawings.

The Contractor shall notify the Utilities Department 48 hours in advance of initiating these connections to allow the Utilities Department sufficient time to notify residents of the water service interruption and schedule the necessary valve closures. No watermain valves should be operated under this Contract.

The Contractor must be prepared to make the re-connections in a timely fashion. A maximum of four (4) hours will be allowed per shutdown to complete the connections to existing water services.

### **THE CONTRACTOR SHALL SUBMIT, FOR REVIEW BY THE CITY, A DETAILED CONSTRUCTION SCHEDULE AT THE PRE-CONSTRUCTION MEETING IN ACCORDANCE WITH THE FOLLOWING GUIDELINES.**

“NO PARKING” SIGNS REQUIRED BY THE CITY INDICATE CONSTRUCTION ZONE NO PARKING MONDAY THROUGH FRIDAY BETWEEN THE HOURS OF 7:00AM TO 5:00PM.

Payment shall be made at the Contract unit price per LINEAR FOOT for each of services, actually installed as specified, measured in place. These Contract unit prices shall be payment in full for all materials, labor, and equipment required for: site preparation, including removal, replacement and/or repair of fences and other site objects; trench excavation, including removal and disposal of existing pipes, structures, and excess excavated materials; protection, support and repair of damage to existing utilities; support of trench walls; shoring and bracing; dewatering of trenches; pipe; bends; fittings; restraining glands; installation and removal of temporary fire hydrants, which will be provided by the City; thrust blocks; plugging existing water mains; support of pipe at water main connections; joint materials; hydrostatic testing; disinfection; corporation stops used for disinfection; bedding; backfill placement, compaction and compaction testing; testing; correction of defects; and, other work required to complete the installation which is not included under other Payment Items.

Sidewalk, driveway, and other restoration within pay limits or as directed by the Engineer shall be paid for in accordance with the appropriate Payment Items.

Roadway, sidewalk, driveway, and curb/gutter removal/replacement outside the pay limits shown on the Drawings required for completion of the Work or for Contractor's purposes shall be incidental to water service construction and no separate payment shall be made.

Additional water service submittals include the following:

PROPERTY OWNER AGREEMENT FORM: Agreement form fully executed by the Contractor, Property Owner, and the Engineer for each property authorized to perform the Lead Service Line Replacement at least 10 days prior to performing the Work.

**PRE-CONSTRUCTION LAYOUT DRAWING:** Layout drawing showing the planned alignment of the new water service and other items as included in this Article, signed by the Contractor and the Owner's designated plumbing inspector at least 10 days in advance to performing the Work for each home authorized to perform the Lead Service Line Replacement.

**POST-CONSTRUCTION LAYOUT DRAWING:** Post-Construction Layout (As-Built) drawing showing the final alignment of the new water service signed by the Contractor within 5 days of performing the Lead Service Line Replacement. The drawing shall show the final location and alignment of the new water service for each home in relation to the existing private drain and abandoned lead service, as well as dimensions, and noting any changes with the Preconstruction Layout Drawing.

**RIGHT OF ENTRY (AFTER AWARD OF CONTRACT):** Following award of the Contract, if additional property owners qualify for the project, or expired ROEs are renewed, the Contractor shall obtain and submit/or receive from the Owner or Engineer additional executed ROE forms.

### **WATER SERVICE LINE**

Delete Article 562.01 and replace it with the following:

#### **"562.01 Description**

- (a) Water service 2" diameter and less.

Existing services less than 2" diameter will match the diameter of the existing water service diameter located on the public-side of the curb stop. Existing services that are 2" diameter shall be replaced with a 2" diameter services. Existing services between 1.5" and 2" diameter shall be replaced with the same size as the existing service located on the public-side of the curb stop.

Replacements of existing lead water service lines or galvanized steel will only occur at the properties where a fully executed right-of-entry (ROE), Property Owner Agreement Form, and Pre-Construction Layout drawing have been submitted, reviewed, and approved by the Engineer. Contractor shall not enter any home, or perform any work on private property without a fully executed ROE on file.

Private-side replacement of existing lead water or galvanized steel service lines will extend from the existing curb stop into the home. The Contractor shall contact each Property Owner to schedule and review the water service proposed installation work (including water service line route, location of work areas, location of access pits, if proposed water service enters through the wall or floor, installation method, extent of demolition, and extent of exterior disturbance and restoration) in order to confirm water service line entrance type and location of all underground utilities (including sprinkler lines, underground electric, natural gas lines, and other utilities that may be present), and document the existing conditions of the property and proposed work on a Property Owner Agreement Form. The Contractor shall obtain a signed Property Owner Agreement Form and submit it to the Engineer in advance of the commencement of the work on the property. The Contractor shall notify each Property Owner at least 72 hours in advance of the commencement of the work on their property, providing each Property Owner with the date and start time of both external and internal work on their property. The Contractor shall

provide a telephone number (maintained by the Contractor) where Property Owners can call to be updated on the status of the work on their property and general project information. The Contractor shall minimize the time period for each water service installation to minimize the disruption to the Property Owner. The Contractor must coordinate and schedule the work with the Property Owner so that the water service to the home will be interrupted for less than four (4) hours. The Contractor will not be reimbursed for any downtime associated with the water service line installation work and shall provide temporary water using materials approved by the National Science Foundation (NSF) and Engineer, or bottled water in any instance where the water is shut-off for more than four (4) hours for the duration of the delay until the service line has been completed. For all work and specification requirements, Galvanized services will be treated as lead services.

- (b) For existing lead and galvanized service lines, all lead and galvanized service lines shall be fully removed if fully exposed. Where the water service is installed in a new alignment to meet current Plumbing Code or avoid certain site features, if the existing water service is not exposed, it may be disconnected from the house and the water main and left in place with the approval of the Engineer.
- (c) Any lead or galvanized iron/steel service piping removed shall be handled and disposed of in accordance with all local, state and federal laws and regulations.
- (d) Replacement work within private property shall be coordinated with the Engineer and Property Owner prior to starting any work.
- (e) All plumbing demolition and installation work shall be performed by a plumber licensed in the State of Illinois.
- (f) The Contractor will enter the home through a new saw cut perforation through the floor for the new water service line, as approved by the Engineer. New water service lines entering through the wall of the home will only be as approved by the Engineer. Installation through the wall shall only be through a cored opening, and the final seal must be water tight. Water service lines entering through the wall will not be approved by the Engineer in situations where there is less than 5-feet of clear working space centered around the proposed location of the cored opening, and the floor of the basement is shallower than 7-feet below existing grade outside of the home. The new water service line shall extend into the building to the meter, and then the Contractor shall connect into the existing interior plumbing. Contractor shall provide fittings to connect new water service to new meter. The Contractor shall repair and provide a watertight seal of the existing and new pipe penetration through the building in accordance with this Section, the Drawings, and as approved by the Engineer. Where it is determined that the new water service line must enter through the wall and the Engineer has approved the location, the Contractor shall get paid EACH per wall opening.

- (g) The installation of the new water service line for each property has not been individually detailed. The water service line connection details were developed to generally illustrate to the Contractor the plumbing elements. The piping and equipment shown on the water service line connection details are not to scale and do not show every offset or fitting, nor every hanger or support, or structural difficulty that may be encountered. To carry out the intent and purpose of the water service line connection, Contractor shall field verify all piping and plumbing systems to ensure all necessary plumbing parts are installed to provide a complete and safe transfer of the domestic water service without extra charge to the Owner or Property Owner. The Contractor shall be responsible to coordinate the system installation and routing with the work of all trades.
- (h) The Contractor shall maintain an on-site supply of anticipated specialty fittings, including but not limited to corporation stops, curb stops, curb boxes, reducing fittings, etc., such that the work proceeds without impacting the execution of the work and causing a delay in connecting the service.

Add the following Subparagraphs to Article 562.02:

“(a.) **Copper Pipe.** Exterior copper pipe shall be copper water tube, a minimum of 1” diameter, Type K, soft temper, conforming to ASTM-B88 and ASTM-B251 of the inside diameter indicated on the Drawings. Flare type fitting for underground pipe. Solder or flared style fittings for above grade (inside the home) interior copper pipe. All fittings shall be flare unless otherwise approved by the Engineer. Interior copper tube (inside the home) shall be Type L conforming to ASTM B88. The pipe shall be marked with the manufacturer's name or trademark and a mark indicative of the type of pipe. The outside diameter of the pipe and minimum weight per foot of the pipe shall not be less than that listed in ASTM B251, Table 11. All materials shall be NSF 61 suitable for public water supplies. Interior copper tube diameter shall have a reducer or increaser to connect to existing interior pipe.

(b) **Stops and Fittings.** All corporation stops, curb stops, and connection couplings shall be fabricated of bronze alloy and shall be provided with outlets suitable for connections. All connections shall be made with flare-type couplings. Stops and fittings shall be as manufactured by Ford Co. or approved equal and shall be in accordance with AWWA Specifications. The curb stops shall be Minneapolis pattern (City of Evanston Standard). Corporation stops and curb stops shall be the non-restricting ball valve type.

(c.) **Curb Boxes.** Contractor shall re-use existing curb boxes. Should the contractor damage the existing curb box, Contractor shall purchase and install a new curb stop. The cost shall be incidental to the cost of other pay items. The curb boxes shall be cast iron Minneapolis pattern base, for rigid assembly, extension-type adjustable to 6-foot bury or as required to make flush with the existing ground elevation. The boxes shall be complete with a lid marked 'WATER' and pentagon brass plug. Curb boxes shall be as manufactured by Mueller Co. or equal. Connections to curb stops shall be compression type connection.

(d.) **Pipe Hangers, Supports and Restraints.** All supports shall be designed to adequately secure the pipe against excessive dislocation due to internal flow forces, thermal expansion/contraction, and all probable external forces such as personal contact or equipment.

Supports for copper pipe shall be copper plated or shall have a minimum 1/16-inch plastic coating. Support spacing for copper piping and tubing 2-inches in diameter and smaller shall not exceed 5-feet, and greater than 2-inches in diameter shall not exceed 8-feet. Where pipe supports come in contact with copper piping, provide protection from galvanic corrosion by wrapping pipe with 1/16-inch thick neoprene sheet material and galvanized protection shield. Anchoring devices shall be selected by the Contractor depending on the size, spacing, and other necessary parameters. Anchoring devices shall withstand shear and pullout loads imposed by loading and spacing on a particular support. Expansion anchors shall be equal to Kwik Bolt as manufactured by Hilti USA, Tulsa, Oklahoma; or Wej-it by Wej-it Expansion Products, Inc., Broomfield,, CO. The length of the expansion bolts shall be sufficient to place the wedge portion of the bolt a minimum of 1-inch behind the steel reinforcement.

(e.) **Electrical Grounding.** Wire shall be 6 AWG copper wire or conducting metal braid shall be woven from 240 strands of 30 AWG tinned copper wires and be capable of carrying fault current comparable to that of 6 AWG copper wire, 3M Corp., Scotchbrand 25, or equal.

(f.) **Water Pitcher Filters.** The Contractor shall obtain water pitcher filters from the City, and store them in an indoor climate controlled location so that they are not harmed in any way.

Water pipe ground clamps shall be cast bronze saddle type, and of the correct size for the pipe, as manufactured by Thomas & Betts Co. Cat. No. 2, similar by Burndy; O.Z. Gedney Co., or equal and the correct size for the pipe.

(g.) **Property Owner Agreement Form.** All property owner agreement forms shall be completed and executed between the Contractor, Property Owner, and Engineer. Executed forms shall be submitted to the Engineer seven days in advance of work on the specified private property.

(h.) **Preconstruction and Post Construction Layout Drawings.** For full lead water service line replacement pre and post construction layout drawings shall be prepared by the Contractor and submitted to the Engineer for approval. Pre-construction layout drawings showing the proposed location of the new water service line, size and location of all pits and excavations required to complete the work, fence removal, bushes, trees, landscaping and other items that require demolition shall be approved by the Engineer prior to proceeding with the work. Post-construction layout drawings shall be completed showing any changes to the pre-construction layout drawing following completion of the work and shall include the new water tap location, curb box location, and location where new water service enters the home.

Shop Drawings for water system components shall be submitted for approval as soon as possible, but not less than thirty (30) calendar days prior to the time when the components are intended to be installed. Post construction drawings shall be submitted prior to payment for a full water service replacement.”

Add the following paragraphs to Article 562.03:

" Care should be taken in installing new water services so as to have the least interruption of service to the water customer. This work will require disruptions of water service. The Contractor shall notify the Property Owner not less than 48-hours in advance of planned disruptions. The water main will not be turned off for the installation of water services. The City of Evanston Utilities Division personnel are the only persons authorized to turn on and off water main valves.

The Contractor shall perform a limited hazardous materials survey (consisting of inspection and/or testing) for lead-based paint and asbestos containing materials as part of the contract unit price

of private-side replacements. Owner reserves the right to request testing for lead-based paint or asbestos containing materials. Remediation of lead-based paint or asbestos-containing materials shall be paid for separately.

Contractor shall neatly and in clean concise lines remove all obstacles agreed upon with the property owner in the Property Owner Agreement form prior to proceeding with the Work. This work shall also include either concrete coring or saw cutting concrete with clean perpendicular cuts to allow for water service to enter into the home. Contractor shall not perform any work outside of the work area agreed upon with the Property Owner. Within the home, the Contractor shall use plastic sheeting and other methods to minimize dust and disturbance. All concrete material and other demolition debris removed from the home to accommodate the work shall be replaced by the Contractor.

All underground water service lines shall be installed using trenchless methods, shall be augered in place, and shall be a minimum of five (5) feet in depth unless otherwise approved by the Engineer. Any other trenchless method than augering (such as pipe pulling) will only be utilized at specific locations when approved by the Engineer in advance of the work. The method of augering shall be using a pit launched HDD machine such as those by TT Technologies, or other manufacturer. Water services may be installed in open cut trench when available trenchless excavation methods are not feasible for use due to field conditions and only when approved by the Engineer. The Owner will pay the sidewalk removal and replacement using separate unit price items when open cut is approved. Open cut installation, when approved by the Engineer, will be paid for in accordance with the unit price items in this section, and will include all the necessary work associated with trenching such as labor, materials, equipment and all other associated items. The Contractor will patch any concrete as needed to restore basement floors or walls of the work area. Any additional finishing restoration required inside of the home such as tiling, following a service line replacement, will be performed by others. Contractor shall provide pipe insulation if cover is less than 5-feet (Incidental to various pay Items) when approved by the Engineer. The Contractor shall select the required boring tool for augering, mechanical drill or jack, at his option, to form the passage through the soil for insertion of water services under existing pavements. The size of the passage shall be just large enough to accommodate the service, but not so large to cause post-construction subsidence of the pavement. The service line shall be capped or plugged during the insertion process to prevent the entrance of soil. The insertion and receiving pits shall be backfilled in accordance with Section 208. The location of the new water service shall be located as far from the existing private sewer drain as possible.

The replacement service line shall be one continuous length (no couplings in the new copper tubing will be allowed) and be of sufficient length to allow for some movement for trench settling after placement of the backfill material. Owner shall supply Contractor with new meter under this contract.

In the case of service lines for which the property owner has not granted right-of-entry permission or signed the Property Owner Agreement form, the service line cannot be replaced.

After laying the new copper service, it shall be connected to the existing curb stop.

All above ground (interior) water service piping shall be installed with associated piping, valves, hangers, supports, restraints, valves, meter and fittings to connect to the new water service meter. Reductions in size to connect to the existing water service shall be performed using reducing fittings. After installation and connection to the interior plumbing system, and verification of valve and meter operation, Contractor shall remove all debris and excess material from the work area inside the home. If miscellaneous items had been relocated to obtain access to the meter, those items shall be

placed back to their original location prior to construction.

Contractor shall keep the existing and new water service line clean during installation. Following installation, the service pipe shall be flushed clean prior to disconnecting the existing service. After each service is reconnected, the Contractor shall verify that the water service is supplying adequate water. The Contractor will be charged for any labor and materials used by the City Utilities Division to correct any problems that arise due to Contractor's efforts.

All valves shall be installed at locations to allow for easy operation through access panels, doors, or adjacent to equipment and other features. Valves shall be installed in a horizontal upright position, and not a downward facing position from a horizontal plane.

Pipe penetrations shall be performed by the Contractor at the home for the private-side replacements. Contractor shall furnish all labor, materials, equipment and incidentals required and install pipe penetration assemblies at all floor and wall penetrations. Generally, penetration details are called out and referenced on the Drawings. Where penetrations are required the most conservative penetration detail shown on the detail sheets shall be utilized as appropriate for the piping type, the wall or floor construction and the rating of the wall or floor penetrated. Where existing tile, brick, wood or other floor or wall material must be cut through, existing materials should be preserved as much as possible and set aside for the Property Owner to re-install. In preparation of surfaces for penetrations, the Contractor shall prepare those surfaces that will be in contact with the final seal. The surfaces shall be free of dirt, loose rust, oil, wax, grease, curing compounds, laitance, loose concrete or other deleterious and all other preparations in accordance with manufacturer's recommendations. The sealing produce shall be placed in such a manner, for the consistency necessary for each application, to assure that the space to be sealed is completely filled. For installation of a sleeve, install sleeve for piping passing through wall penetrations. Select the sleeve of the size large enough for the water service pipe in accordance with the manufacturer's written instructions. Sleeves shall be cut to length for mounting flush with all interior/exterior surfaces. Use grout or silicone sealant to seal the space outside of the sleeve. All seals shall be cured in accordance with the manufacturer's written instructions.

Cutting, coring, and patching will be made to existing construction. Coring shall be used where wall sleeves are to be installed. All cutting and rough patching shall be performed by the Contractor. All interior dust will be controlled by the Contractor to minimize dust within the home. Finish patching (tiling, drywall, painting, etc) shall be the responsibility of the Contractor. Contractor shall coordinate and perform all cutting, fitting and patching including attendant excavation and backfill to make sure several parts fit together properly. Provide penetration of structural surfaces and materials for installation of piping. Execute excavating and backfilling by methods which will prevent settlement or damage to other work. When excavating in close proximity to piping or other items subject to damage, use hand excavation. Refine entire surfaces as necessary to provide an even finish to match adjacent surfaces. Contractor shall remove all debris resulting from cutting, coring, and patching to the satisfaction of the Engineer.

Cutting shall be performed in a manner so as to limit the extent of patching and performed with a concrete saw and diamond saw blades of the proper size. Cutting shall not be performed in locations where wall sleeves will be installed unless approved by the Engineer. Contractor to provide for control of the slurry generated by sawing operations on both sides of the wall and from below when cutting a floor. When cutting reinforced concrete wall or floor, the cutting shall be done so as not to damage the bond between the concrete and reinforcing steel left in structure. Cut shall be made so that steel neither protrudes nor is recessed from face of the cut. Contractor shall saw cut concrete and masonry prior to breaking out intended sections.

All existing water services abandoned in place shall have all cut ends fully crimped. Water service pipe entering the home shall be removed prior to concrete patching.

Install any electrical grounding across meter at the completion of the work. All electrical work shall be performed by an electrician licensed by an accredited licensure commission.

Water Service work to replace the private-side of the water service will be paid for at the Contract unit price per EACH service connection for SHORT PRIVATE-SIDE LEAD WATER SERVICE LINE REPLACEMENT, 2" DIA OR LESS, less than 15 LF in length (from curb box to existing lead to copper connection at the property line), counted in place. The first 15-feet of exterior copper pipe shall be included with this price. Remaining exterior copper pipe shall be paid for using the EXTERIOR COPPER PIPE line item.

Water Service work to replace the private-side of the water service will be paid for at the Contract unit price per EACH service connection for LONG PRIVATE-SIDE LEAD WATER SERVICE LINE REPLACEMENT, 2" DIA OR LESS, less than 50 LF to in length (from curb box to interior surface of house), counted in place. The first 15-feet of interior copper pipe shall be included with this price. Remaining interior or exterior copper pipe shall be paid for using the INTERIOR COPPER PIPE line item or EXTERIOR COPPER PIPE line item.

Water Service work to install exterior copper pipe less than 15-feet from the curb box to an existing water service shall be paid for at the Contract unit price per LINEAR FOOT for EXTERIOR COPPER PIPE, up to 2 inches in diameter.

Water Service work to install interior copper tube more than 15-feet from the interior of the house at the first location it enters the home (foundation, floor, or interior wall) shall be paid for at the Contract unit price per LINEAR FOOT for INTERIOR COPPER PIPE, up to 2 inches in diameter.

Water Service work that requires coring of interior walls located inside of a building, of various thickness and material, shall be paid for at the Contract unit price per EACH for CORING INTERIOR WALLS.

The Contractor shall pothole on private-property, only those properties that have submitted a signed ROE and Property Agreement Form, at the direction of the Owner or Engineer in order to verify private-side water service material. All such potholes shall utilize a vacuum truck to minimize disturbance to the surface. The Contractor shall properly dispose of any material removed and restore the disturbed area to pre-construction conditions. Each pothole shall be paid for separately as EXPLORATION TRENCH.

No public-side replacement (between the curb box and the water main) is anticipated for this Contract.

The Contract unit price WATER SERVICE shall be payment in full for all materials, labor, and equipment required for: site preparation, including removal, replacement and/or repair of fences and other site objects; excavation, including removal and disposal of existing pipes, structures, and excess excavated materials; protection, support and repair of damage to existing utilities; support of installation pit walls; shoring and bracing; dewatering of installation pits; trenchless installation of new water service line, disconnection of existing water services and extending new services from the new water main to the new service box to be installed in the parkway and to the meter as necessary; new curb boxes, couplings, fittings, joint materials, corporation stops, tapping

saddles, curb stops, service piping, and buffalo boxes; machine tapping of holes into new water main; supply backfill material, backfill placement, compaction and compaction testing; disinfection; testing; correction of defects; concrete coring and patching of home; demolition within the work area; access pits; abandonment of the existing water service; homeowner coordination; and other related work required to complete the installation which is not included under other Payment Items. Additionally, for WATER SERVICE 4 inches or greater, the price shall also include all water service pipes, tees (no tapping saddles allowed) and two (2) 4-inch or greater resilient wedge type valves and valve boxes per each long service, and one (1) 4-inch or greater resilient wedge type valve and valve box per each service to match the diameter of the new service. Services less than or equal to 1.5 inches shall be replaced with a 1.5 inch diameter minimum service. Services between 1.5 inches to 2 inches shall be replaced with the same diameter as the existing service. Existing services greater than 2 inches and less than 4 inches shall be replaced with 4 inch services. Services over 4 inches shall be replaced with the same diameter as the existing service. The Contractor is advised that specific liquidated damages apply to disruptions of individual water services as indicated in Bid Form of Contract Documents.

Add the following Subparagraphs to Article 562.03:

“561.03 Sequence of Work. Contractor shall submit a work plan indicating the sequence of water service line installation not less than ten (10) calendar days prior to the planned start of work. This work plan must be approved by the Owner or Engineer prior to installation of any water services and shall conform to the following general sequence of installation listed as follows:

- 1) Placement of temporary traffic control and protection.
- 2) Posting of No Parking Signs
- 3) Tree protection measures (tree canopy pruning, tree root pruning, temporary fencing.
- 4) Exploration Trenches, as needed
- 5) Water Service Installation and Transfers, Final Interconnection, and Sewer Work with temporary Hot-Mix Asphalt (To be completed at the end of each day)
- 6) Permanent Trench Pavement Patching and Sidewalk Repairs
- 7) Initial Parkway Restoration (Final Grading of Topsoil) –
- 8) Paving Operations (Utility Frames Removals as directed by Engineer, HMA Surface Removal, Additional Pavement Patching as directed by Engineer, Binder Paving, Utility Frame Adjustments, HMA Surface Paving)
- 9) Pavement Marking
- 10) Final Parkway Restoration (Installation of Sodding) -
- 11) Punch List Work

#### **PHASING OF THE WORK:**

Property Owners that have an existing Right-of-Entry (ROE) shall be prioritized. A figure showing the locations of existing ROE's is shown in **Appendix A**. Water service line replacement shall be performed on either a Block or Individual Replacement process as follows:

#### **Block Replacement: Four or More ROEs on any given block -**

Individual blocks shall be identified by the Contractor that have 4 or more existing ROEs on file with the Owner. The Contractor shall not work on more than 3 blocks having four or more existing ROEs on file at a time. In addition, parallel blocks that are adjacent to each other shall not have work occurring simultaneously so that parking restrictions are not posted on adjacent blocks. A minimum of one street shall remain without parking restrictions between active block replacements. The

Contractor shall complete final restoration on the each block within 7 days of completion of the last service line replacement on the block and within the restoration timeframes required to achieve substantial completion. See Liquidated Damages associated with final restoration. Once the Owner has provided written notification that substantial completion is achieved on any 1 block, the Contractor can begin work on another block while completing any remaining punch list requirements of the block(s) that the Contractor has received Substantial Completion for.

**Individual Replacement: 3 or Fewer ROEs on any given block -**

Individual replacements shall be performed on any blocks having 3 or fewer ROEs on a block. These will be at scattered locations. A minimum of one street shall remain without parking restrictions between streets with individual or block replacements. No more than 15 individual replacements can be open without completion of final restoration at a time. Final restoration must be completed at each individual replacement within 14 days of completing the replacement. See Liquidated Damages associated with final restoration.

**ADJUSTING SANITARY SEWERS AND WATER SERVICE LINES**

Add the following subparagraphs to Article 563.01.

“(a) Adjusting and Reconnecting Sanitary Sewer Services. Work under the Payment Item “ADJUSTING SANITARY SEWER SERVICE” shall consist of installation of a new piece of sanitary sewer pipe and compression couplings where existing sewer is found to be damaged when exposed by the work (and not due to Contractor negligence), and as directed by the Engineer. Work under the Payment Item “ADJUSTING SANITARY SEWER SERVICES” shall consist of removing existing damaged sewer, and reconnecting new sewer pipe to existing sanitary sewer services where required. This work will be performed using new service pipe, fittings, and couplings as necessary.

Add the following subparagraphs to Article 563.02 - Materials.

“(a) Sewer Services. Any existing system components, including fittings, which are damaged by the Contractor due to his negligence, shall be replaced by him at his own expense. Material used for replacement shall be equal to that used for reconnection of existing sanitary building services in conformance with this Specification.

- (i.) Eight-inch diameter or smaller individual building services. Service pipe material shall be PVC or ductile iron pipe as specified in Section 550. Where service pipes run beneath other major utilities which are likely to place a structural load on the service pipe, such as beneath new relief sewers, ductile iron service pipe shall be used. At other locations, PVC service pipe shall be used.
- (ii.) Services shall be connected to PVC or VCP mainline sewers by means of factory-made wye fittings of strengths equal to or greater than the mainline sewer. Tapping saddles may NOT be used for connection of services to PVC or VCP mainline sewers.
- (iii.) Connectors for reconnection of service pipes to RCP mainline sewers 24-inch and larger shall be KOR-N-TEE or equal meeting ASTM C-923, sized to match the diameter and material of service.

(b) Water Service Line Reconnection

- (i.) Service pipe and system components. Material shall be as specified in Section 562

- (ii.) Water Service Line Sleeve. Sleeves for water service lines shall be Schedule 40 PVC pipe conforming to ASTM D-1785.

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

Add the following paragraph to Article 563.03:

“If the Contractor damages any sanitary service line, or any other underground structure or utility, he shall replace or repair it as required by the Engineer and no additional compensation will be allowed. When a sanitary sewer is to be adjusted, the Contractor shall remove it carefully to prevent damage to the existing pipe which will remain.”

Add the following paragraphs to Article 563.05:

“The Contractor shall take all precautions to keep the existing and new water service line clean from all debris and shall flush the new copper service line prior to reconnecting to the existing service. After each service is connected, the Contractor shall verify that the water service is supplying adequate water. The Contractor will be charged for any labor and materials used by the Water Department to correct any problems that arise due to Contractor's efforts.

All water services, which pass below or within 18 inches above combined, storm, sanitary, and relief sewers and services, shall be sleeved using a PVC casing pipe. The water service sleeve shall be of adequate diameter to accommodate the copper water service line and shall extend a minimum of 10 feet either side of the sewer. The ends of the PVC casing pipe shall be sealed with class SI concrete or as approved by Engineer.”

Sanitary services shall be paid for at the Contract unit price per EACH service connection for SANITARY SEWER SERVICE up to 8 inches in diameter, counted in place.

The Contract unit price for SANITARY SEWER SERVICE shall be payment in full for all materials, labor and equipment required for: site preparation; including removal, replacement and/or repair of fences and other site objects; excavation, removal and disposal of existing pipes, structures, and excess excavated materials; protection, support and repair of damage to existing utilities; support of trench walls; shoring and bracing; dewatering of trenches; pipe joint materials and fittings, including wyes/tees, couplings, and bends; connections to existing piping; pipe bedding and cover; backfill placement, compaction and compaction testing; correction of defects; and related work required to complete the installation which is not included under other Payment Items. The Contractor is advised that specific liquidated damages apply to disruptions of individual sanitary services as indicated in Bid Form of Contract Documents.

Adjustments shall be paid for at the Contract unit price per LINEAR FOOT for ADJUSTING SANITARY SEWER SERVICE up to 8 inches in diameter; measured in the field. These Contract unit prices shall be payment in full for all materials, labor and equipment required for: site preparation; the cost of all joint materials; all connections; excavation; disposal of excess excavated materials; bedding; installation, including connections to existing systems; backfill placement, compaction and compaction testing; machine tapping of holes into pipe; system components, including wyes, tees, adapters, couplings, bends, concrete encasement, service line sleeves, pipes and tubing; testing; correction of defects; and other related work required to complete the installation which is not included under other Payment Items. The Contractor is

advised that specific liquidated damages apply to disruptions of individual water and sanitary services as indicated in Bid Form of Contract Documents.

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

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

### **TRAFFIC CONTROL AND PROTECTION**

Delete Article 701.20 and replace it with the following:

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

#### Method of Measurement

This work will not be measured for payment.

#### Basis of Payment

This work will be paid for in accordance with Article 109.04 of the Standard Specifications on a force account basis.

### **STREET SWEEPING**

Add the following paragraphs to Article 107.15:

“The Contractor shall utilize laborers to broom sweep streets affected by the Contractor's operations, including haul routes, at the end of each work day and additionally as directed by the Engineer. Liquidated Damages shall be assessed as outlined in the Bid Form if the Contractor fails perform street sweeping to the satisfaction of the Engineer. If, in the opinion of the Engineer, dust becomes a problem despite the normal cleanup measures of street sweeping, the Contractor shall wash down the pavement, spread calcium chloride as a palliative, or re-sweep streets as necessary, all at no additional cost to the Owner. The Contractor shall keep sufficient quantities of calcium chloride on site, for use as directed by the Engineer for dust control.

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

### **ENVIRONMENTAL CONTROL**

The Contractor shall be responsible for furnishing all necessary items for fulfilling the Work

described herein for environmental protection including prevention and control of erosion and sedimentation that results directly or indirectly from the Project.

#### PREVENTION OF WATER POLLUTION

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

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

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

#### NOISE AND AIR POLLUTION CONTROL

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

#### PLANT PEST CONTROL

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

#### PRESERVATION OF NATURAL RESOURCES

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

#### DUST CONTROL

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

#### WORK INSIDE THE HOME AND ON PRIVATE PROPERTY

The Contractor shall take all precautions to minimize dust or other disturbances within private property for Lead Service Line Replacements. The Contractor shall agree on the proposed means and methods for minimizing disturbances on Private Property with the Engineer and the Property Owner prior to the Property Owner signing the Property Owner Agreement Form. At a minimum such protections may include maintaining dust due to cutting concrete; installing plastic sheeting to isolate work areas; plastic wrapping shoes prior to entry; protecting existing appliances; minimize removal of drywall, tile, and other interior materials; temporarily removing

and replacing exterior plants (when possible); not disturbing vegetation outside of the agreed upon immediate work zone, and other precautions necessary to limit interior disturbances to the Property Owner.

#### **PAYMENT**

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

#### **BRICK SIDEWALK REMOVE AND RESET**

Description. This work shall consist of removing and replacing existing brick pavers, concrete pavers, stone, and any other type of specialty sidewalk or landscape features with the same material in kind, at the locations and limits determined by the City during construction. This work shall be done in accordance with Article 1041.03 of the Standard Specifications except as noted herein.

Construction Requirements. Each area shall be returned to the same or better condition as it was prior to removal. The Contractor shall furnish all materials necessary to replace damaged pavers, to use for cutting, and to match the original dimensions of the specialty sidewalk or landscape feature. The Contractor shall not remove intact bricks from the project limits. Cleaning shall consist of removing all debris, mud, markings, etc. with water and a brush.

If base course removal is required, the depth of CA-6 shall be determined by the City and compacted with a hand compactor so that the finish is free of all undulations, ruts, tire mark and depressions. Upon completion of the stone base layer, a three-quarter inch (3/4") layer of sand, gradation FA-2, shall be placed and compacted with a hand compactor so that the finish is free of all undulations, ruts, tire mark and depressions. Prior to placing the pavers, the City shall visually inspect the portion of sidewalk to receive the repair. The Contractor shall repair any area deemed necessary by the City by adding additional sand and compacting the area.

Method of Measurement and Basis of Payment. This work shall be paid for at the contract unit price per SQUARE FOOT for BRICK SIDEWALKS, REMOVE AND RESET. This price shall include all costs for excavating, disposing of excess excavated material, furnishing base material, placing the pavers, and all other labor, material, and equipment necessary to furnish and install this item.

Furnishing and placing stone, sand, and any other replacement materials required to match the existing surface type of the sidewalk or landscape feature will not be measured for payment but shall be considered as included in this item.

It is the sole responsibility of the Contractor to determine the extent of work necessary to complete this work prior to contract bidding, as no additional compensation shall be provided for this item.

#### **LEAD-BASED PAINT AND ASBESTOS MATERIALS REMEDIATION ALLOWANCE**

Description. The Contractor is responsible for the completion of a limited hazardous materials survey to identify all asbestos-containing materials (ACM) and lead-based paint (LBP) that may impact each property when performing replacement of lead water services. Based on the survey results, if ACM or LBP identified or suspected in the work area by the Contractor, the Contractor shall hire a licensed asbestos and/or LBP abatement Contractor to remove and dispose of the ACM and/or LBP that may be disturbed from within the work area to allow the Contractor to

perform the replacement. All work shall conform to the standards set by applicable federal, state of Illinois, and local laws, regulations and ordinances in such form in which they exist at the time of the Work under this Contract.

The work shall include all labor, equipment, and materials necessary to perform asbestos or lead abatement of surfaces noted or required in preparation for performing replacement of lead water services. Work includes abatement/mitigation adhering to all applicable codes, regulations, health and safety requirements; obtaining all permits; performing all testing; training and licensing all personnel; protection of personnel, public, and adjacent surfaces; proper and legal disposal of all contaminated materials; demobilization; maintaining all documentation; and any other work as required. The Contractor shall coordinate abatement activities with their Contractors.

Method of Measurement

This work will not be measured for payment.

Basis of Payment

This work will be paid for in accordance with Article 109.04 of the Standard Specifications on a force account basis.

It is the responsibility of the Contractor to determine the extent of work necessary to complete this unless directed by the Engineer.

**LANDSCAPING ALLOWANCE**

This work shall include the furnishing, transporting, and planting of various landscaping items as directed by the Engineer. This work shall follow the requirements of Section 253 of the Standard Specifications.

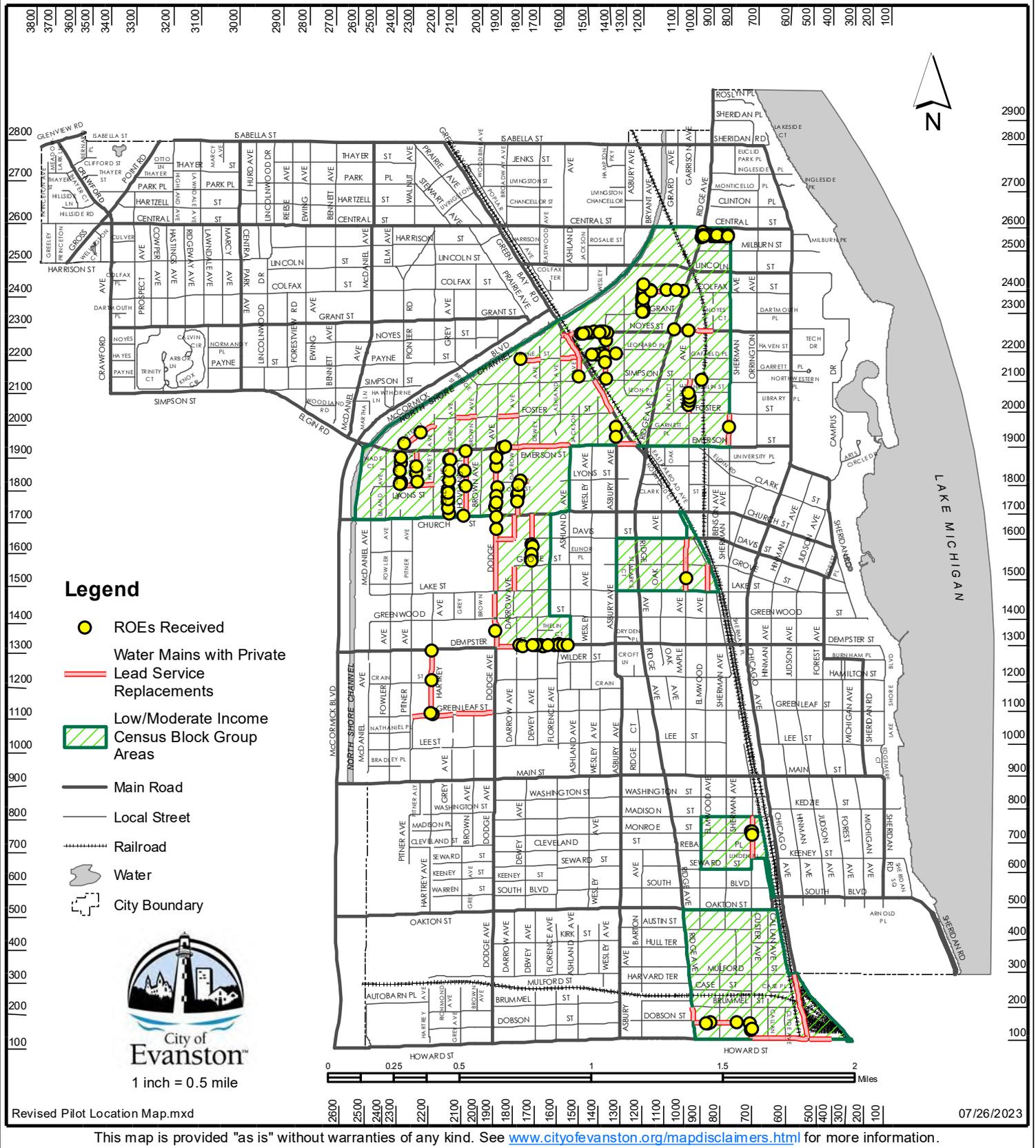
Method of Measurement

This work will not be measured for payment.

Basis of Payment

This work will be paid for in accordance with Article 109.04 of the Standard Specifications on a force account basis.

# APPENDIX A Pilot Location Map ROEs Received





Preferred Entrance for Contractor:

Other Information:

**Home Structure and Interior:**

Basement  Slab  Other (note)

If Basement: Finished  Unfinished  Other (note)

Other Information:

**Water Service:**

Existing Meter: Yes  Location *Front of basement (N side)* No

Make and Model of Meter:

Obstacles within 5 feet of meter (include photos): *None*

Exterior Water Service Material (to Home): Lead  Copper  Galvanized  Plastic  Other

Diameter to Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Interior Water Service Material (visible from work area): Lead  Copper  Galvanized  Plastic  Other

Diameter from Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Valves before and after Meter: Yes  No  Notes *older valves*

Water Service entry point into home: Wall  Floor  Other (note)

Depth of Water Service entry: *5* feet

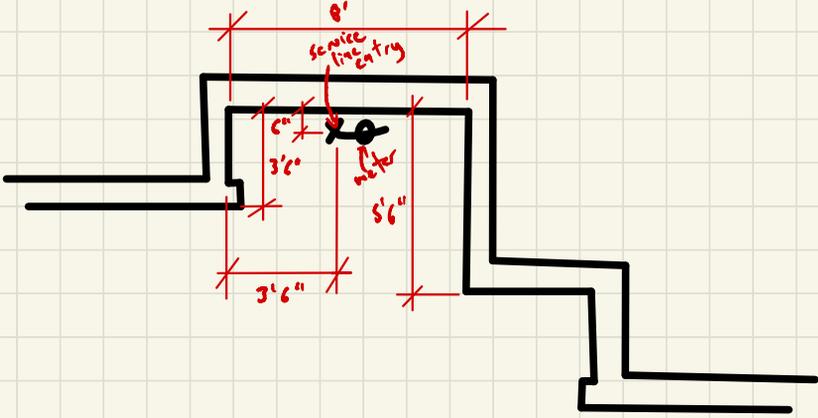
If service enters through floor, floor material is:

Unpainted Concrete  Painted Concrete  Tile  Linoleum  Other

If service enters through wall, wall material is:

Concrete  Block  Other (note)

# APPENDIX B HOMEOWNER INSPECTION FORMS

















Date: 11/1/22

Preferred Entrance for Contractor: *Front Door*

Other Information:

**Home Structure and Interior:**

Basement  Slab  Other (note)

If Basement: Finished  Unfinished  Other (note)

Other Information:

**Water Service:**

Existing Meter: Yes  Location *Basement* No

Make and Model of Meter: *Neptune*

Obstacles within 5 feet of meter (include photos): *Rack, supplies, Water Heater, Furnace*

Exterior Water Service Material (to Home): Lead  Copper  Galvanized  Plastic  Other

Diameter to Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Interior Water Service Material (visible from work area): Lead  Copper  Galvanized  Plastic  Other

Diameter from Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Valves before and after Meter: Yes  No  Notes

Water Service entry point into home: Wall  Floor  Other (note)

Depth of Water Service entry: *3* feet *6 inch*

If service enters through floor, floor material is:

Unpainted Concrete  Painted Concrete  Tile  Linoleum  Other  *Wood paneling*

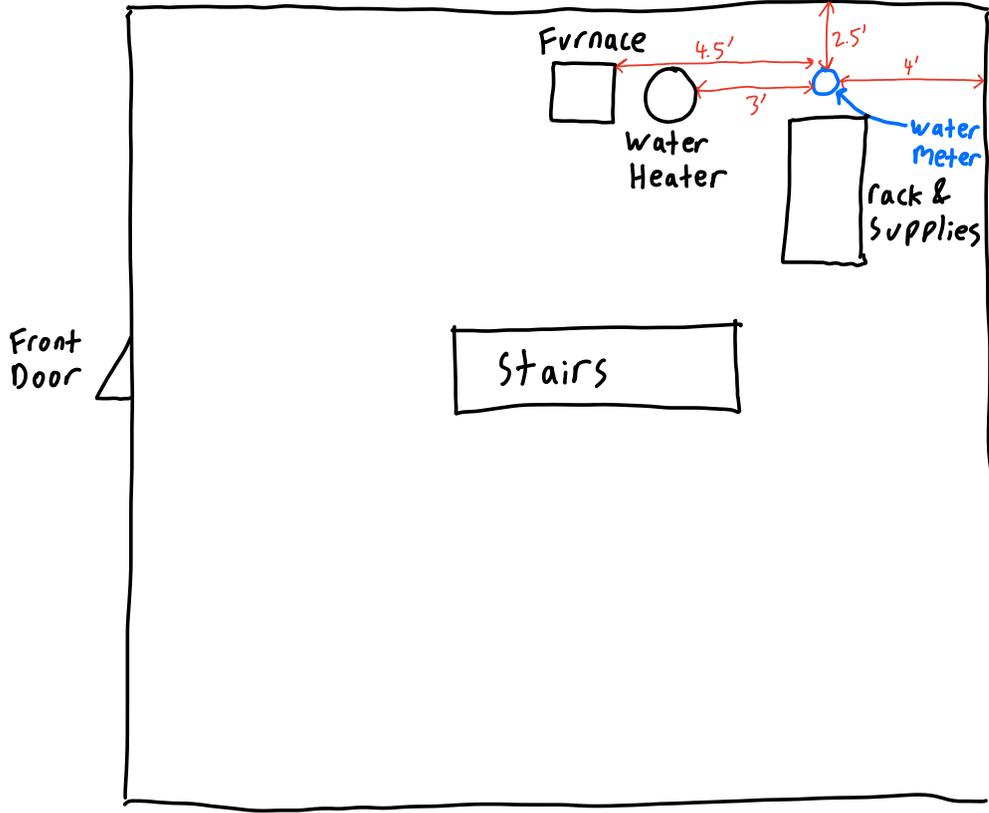
If service enters through wall, wall material is:

Concrete  Block  Other (note)



O B-Box

sidewalk











Preferred Entrance for Contractor: *front door*

Other Information:

**Home Structure and Interior:**

Basement  Slab  Other (note)

If Basement: Finished  Unfinished  Other

Asbestos Tile: Yes  No  Unknown

Other Information:

*inside enclosed location*

**Water Service:**

Existing Meter: Yes  Location: No

Make and Model of Meter: *Budger*

Obstacles within 5 feet of meter (include photos):

*Sump pump*

Service Material to Meter: Lead  Copper  Galvanized  Plastic  Other

Diameter to Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Diameter from Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Valves before and after Meter: Yes  No  Notes:

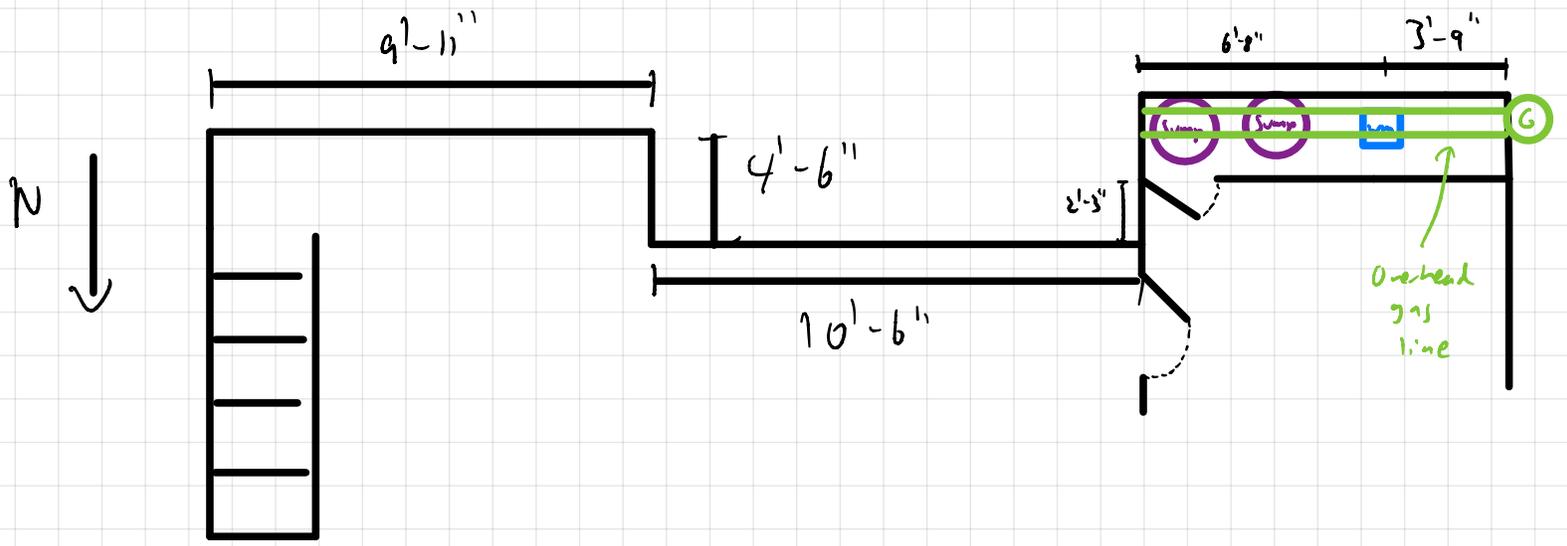
Water Service entry point into home: Wall  Floor  Other

Depth of Water Service entry: ft in Unknown

If service enters through floor, floor material is:

Unpainted Concrete  Painted Concrete  Tile  Linoleum  Other

If service enters through wall, wall material is: Concrete  Block  Other



Cubic Feet

155011

0209

64501-008

5/8" 3/4"

Absolute  
Digital  
Encoder



25

6

.5

.4

.3

.8

.9

0

.1

.2







Preferred Entrance for Contractor: *front door*

Other Information:

**Home Structure and Interior:**

Basement  Slab  Other (note)

If Basement: Finished  Unfinished  Other

Asbestos Tile: Yes  No  Unknown

Other Information:

**Water Service:**

Existing Meter: Yes  Location: *Basement* No

Make and Model of Meter: *Neptune H6SN*

Obstacles within 5 feet of meter (include photos):

*Shelf*

Service Material to Meter: Lead  Copper  Galvanized  Plastic  Other

Diameter to Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Diameter from Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Valves before and after Meter: Yes  No  Notes:

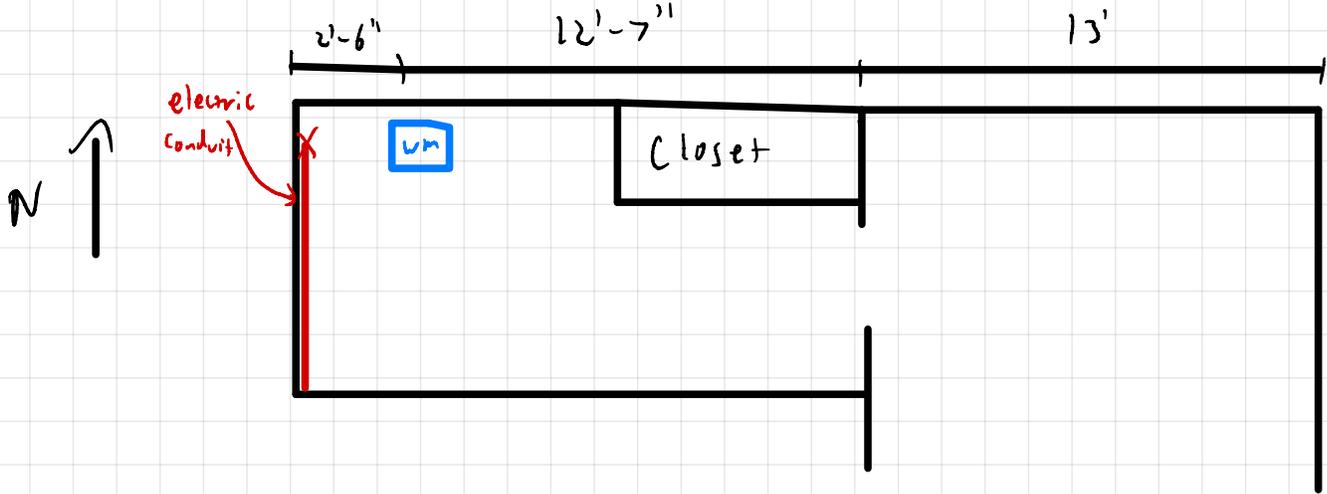
Water Service entry point into home: Wall  Floor  Other

Depth of Water Service entry: ft in Unknown

If service enters through floor, floor material is:

Unpainted Concrete  Painted Concrete  Tile  Linoleum  Other

If service enters through wall, wall material is: Concrete  Block  Other









Date: 11/7/22



Preferred Entrance for Contractor: Side Door

Other Information:

Home Structure and Interior:

Basement  Slab  Other (note)

If Basement: Finished  Unfinished  Other (note)

Other Information:

Water Service:

Existing Meter: Yes  Location Basement No

Make and Model of Meter: Neptune

Obstacles within 5 feet of meter (include photos): Water Softener

Exterior Water Service Material (to Home): Lead  Copper  Galvanized  Plastic  Other

Diameter to Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Old water service is galvanized

Interior Water Service Material (visible from work area): Lead  Copper  Galvanized  Plastic  Other

Diameter from Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other  1-1/4"

Valves before and after Meter: Yes  No  Notes

Water Service entry point into home: Wall  Floor  Other (note)

Depth of Water Service entry: 6 feet

If service enters through floor, floor material is:

Unpainted Concrete  Painted Concrete  Tile  Linoleum  Other

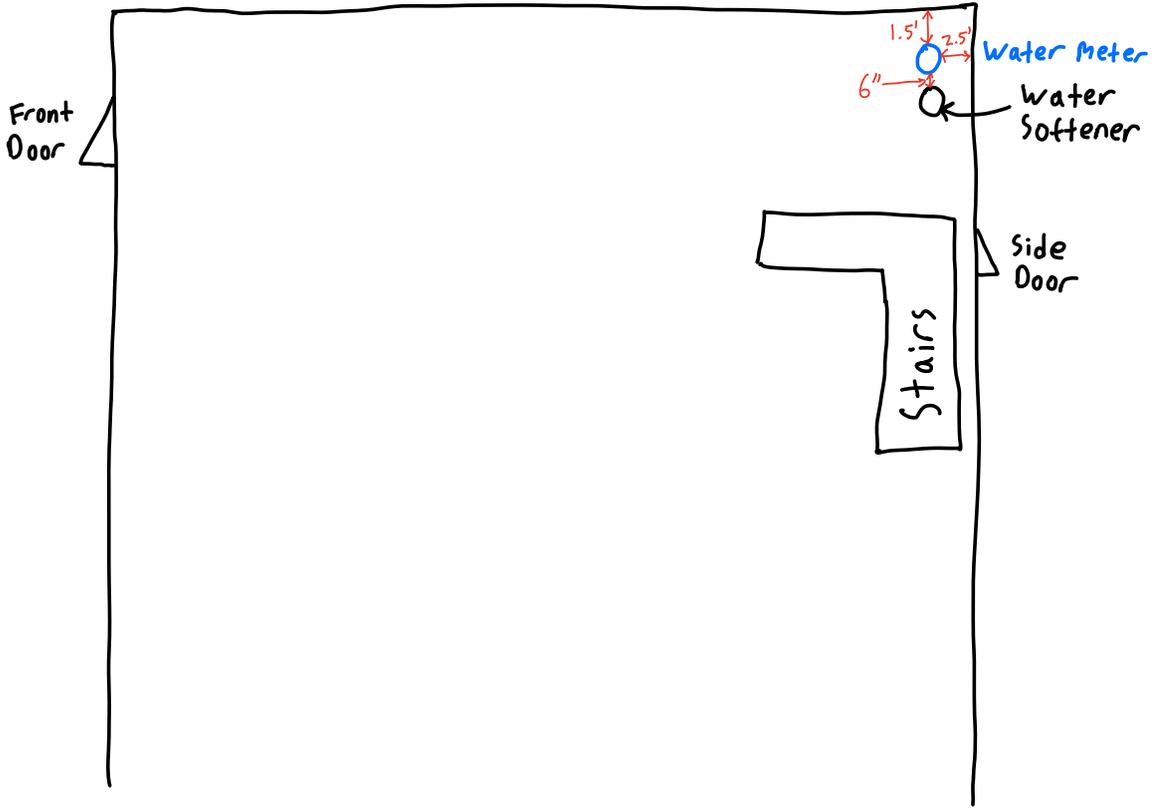
If service enters through wall, wall material is:

Concrete  Block  Other (note)



O B-Box

Sidewalk





**Clock**  
10054

**HANDLING INSTRUCTIONS**  
DO NOT REMOVE OR REPAIR THIS UNIT  
UNLESS YOU ARE A QUALIFIED GAS FITTER  
OR A LICENSED GAS ENGINEER. ALL OTHER  
PERSONS SHOULD BE KEPT AWAY FROM  
THIS UNIT. DO NOT OPERATE OR  
REPAIR THIS UNIT IF YOU SMELL GAS.  
FOR MORE INFORMATION, CONTACT  
CLOCK INDUSTRIES, USA



Control panel with digital display and buttons.

eterna

Solar Naturals Salt Crystals for Water Softeners  
Diamond Crystal  
SINCE 1888

Green hose with black handle



Date: 11/7/22

Preferred Entrance for Contractor: Back Door

Other Information:

**Home Structure and Interior:**

Basement  Slab  Other (note)

If Basement: Finished  Unfinished  Other (note)

Other Information:

**Water Service:**

Existing Meter: Yes  Location Basement No

Make and Model of Meter: Neptune

Obstacles within 5 feet of meter (include photos): Sink

Exterior Water Service Material (to Home): Lead  Copper  Galvanized  Plastic  Other

Diameter to Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Interior Water Service Material (visible from work area): Lead  Copper  Galvanized  Plastic  Other

Diameter from Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Valves before and after Meter: Yes  No  Notes

Water Service entry point into home: Wall  Floor  Other (note)

Depth of Water Service entry: 3 feet

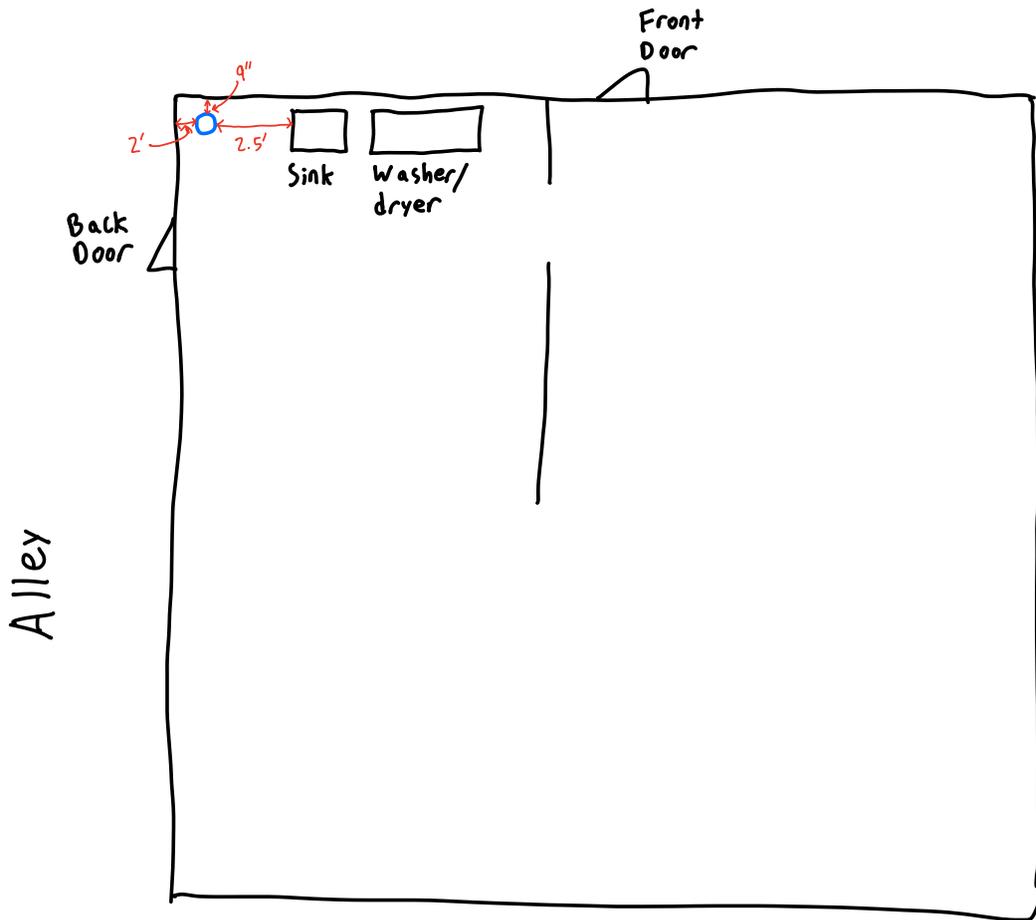
If service enters through floor, floor material is:

Unpainted Concrete  Painted Concrete  Tile  Linoleum  Other

If service enters through wall, wall material is:

Concrete  Block  Other (note)

B-Box  
Not located









Preferred Entrance for Contractor: *front*

Other Information:

**Home Structure and Interior:**

Basement  Slab  Other (note)

If Basement: Finished  Unfinished  Other (note)

Other Information:

**Water Service:**

Existing Meter: Yes  Location *W side of basement ~10' from front(s) of home* No

Make and Model of Meter:

Obstacles within 5 feet of meter (include photos): *chest freezers (multiple)*

Exterior Water Service Material (to Home): Lead  Copper  Galvanized  Plastic  Other

Diameter to Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Interior Water Service Material (visible from work area): Lead  Copper  Galvanized  Plastic  Other

Diameter from Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Valves before and after Meter: Yes  No  Notes *olde valves*

Water Service entry point into home: Wall  Floor  Other (note)

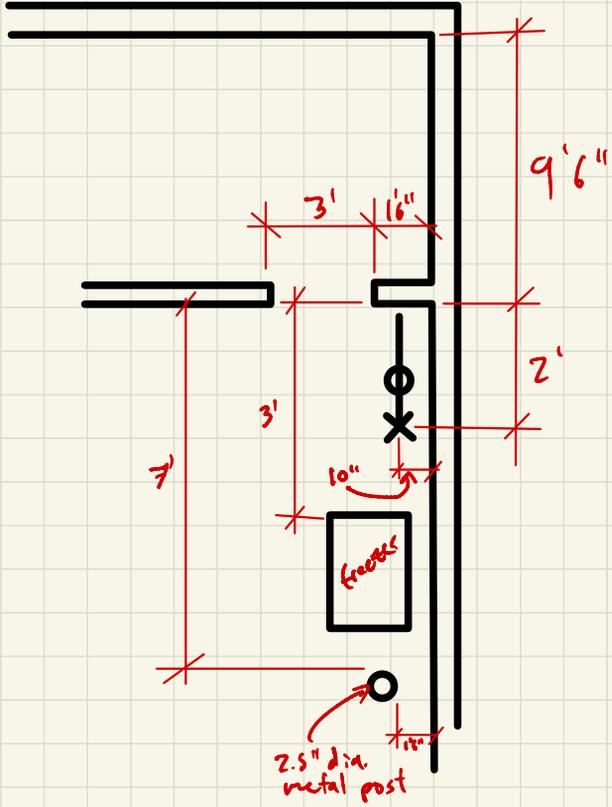
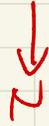
Depth of Water Service entry: *3* feet

If service enters through floor, floor material is:

Unpainted Concrete  Painted Concrete  Tile  Linoleum  Other

If service enters through wall, wall material is:

Concrete  Block  Other (note)





















Preferred Entrance for Contractor:

Other Information:

**Home Structure and Interior:**

Basement  Slab  Other (note)

If Basement: Finished  Unfinished  Other (note)

Other Information:

**Water Service:**

Existing Meter: Yes  Location SE corner of basement No

Make and Model of Meter:

Obstacles within 5 feet of meter (include photos): None

Exterior Water Service Material (to Home): Lead  Copper  Galvanized  Plastic  Other

Diameter to Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Interior Water Service Material (visible from work area): Lead  Copper  Galvanized  Plastic  Other

Diameter from Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Valves before and after Meter: Yes  No  Notes

Water Service entry point into home: Wall  Floor  Other (note)

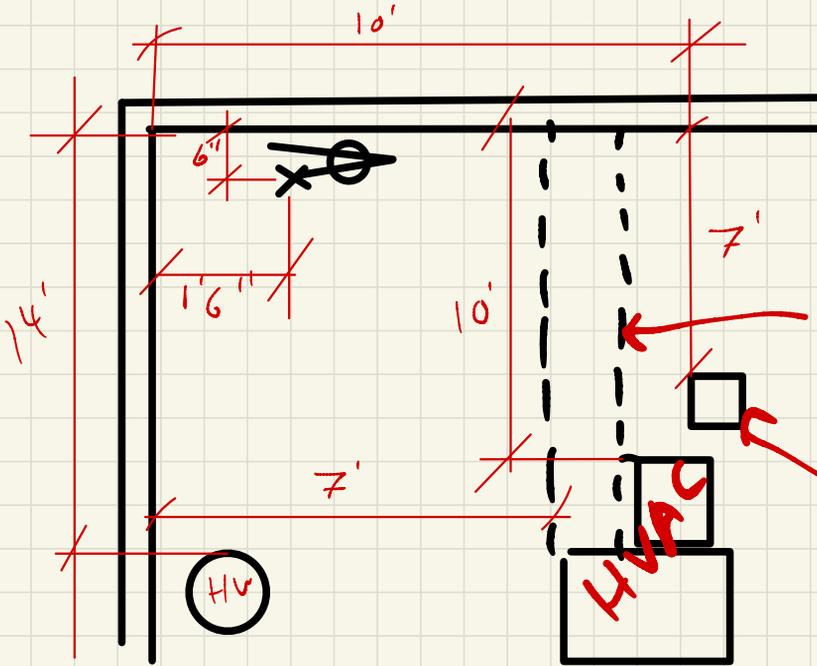
Depth of Water Service entry: 3 feet 6 in

If service enters through floor, floor material is:

Unpainted Concrete  Painted Concrete  Tile  Linoleum  Other

If service enters through wall, wall material is:

Concrete  Block  Other (note)



overhead duct work, 6" x 8" to 10" clearance ca

1' x 1' brick column



















Preferred Entrance for Contractor:

Other Information: unable to locate b-box

Home Structure and Interior:

Basement  Slab  Other (note)

If Basement: Finished  Unfinished  Other (note)

Other Information:

Water Service:

Existing Meter: Yes  Location front, NE corner of basement No

Make and Model of Meter:

Obstacles within 5 feet of meter (include photos): none

Exterior Water Service Material (to Home): Lead  Copper  Galvanized  Plastic  Other

Diameter to Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Interior Water Service Material (visible from work area): Lead  Copper  Galvanized  Plastic  Other

Diameter from Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Valves before and after Meter: Yes  No  Notes

Water Service entry point into home: Wall  Floor  Other (note)

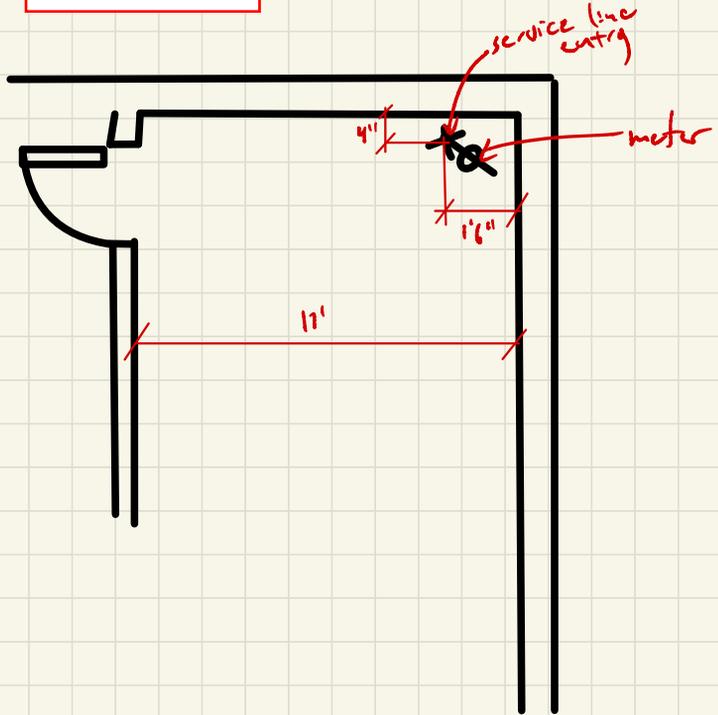
Depth of Water Service entry: 3 feet

If service enters through floor, floor material is:

Unpainted Concrete  Painted Concrete  Tile  Linoleum  Other

If service enters through wall, wall material is:

Concrete  Block  Other (note)







CertainTeed

CertainTeed

Various labels on a clear plastic storage bin, including one with an orange label.

**Oster**  
*Inspire*  
3 Quart Fondue Pot

COLD WATER

Small label on the bottom of the plastic storage bin.









Preferred Entrance for Contractor:

Other Information:

Home Structure and Interior:

Basement  Slab  Other (note)

If Basement: Finished  Unfinished  Other (note)

Other Information:

Water Service:

Existing Meter: Yes  Location *Middle of front (N) wall of basement* No

Make and Model of Meter:

Obstacles within 5 feet of meter (include photos): *built-in shelf*

Exterior Water Service Material (to Home): Lead  Copper  Galvanized  Plastic  Other

Diameter to Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Interior Water Service Material (visible from work area): Lead  Copper  Galvanized  Plastic  Other

Diameter from Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Valves before and after Meter: Yes  No  Notes

Water Service entry point into home: Wall  Floor  Other (note)

Depth of Water Service entry: *3* feet *6 in*

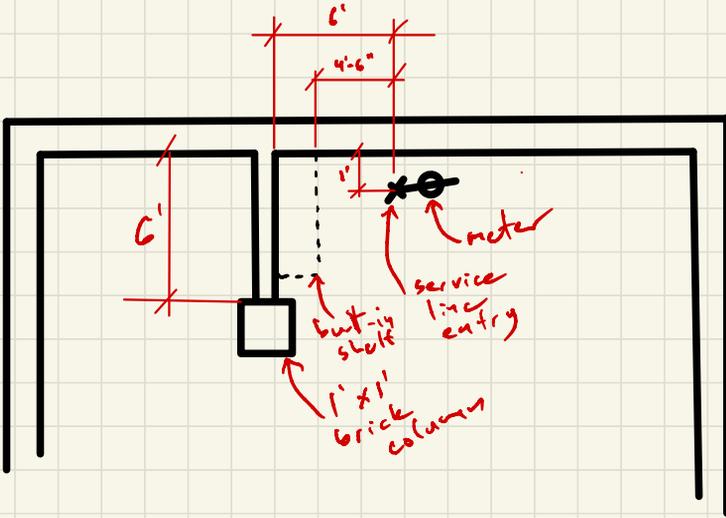
If service enters through floor, floor material is:

Unpainted Concrete  Painted Concrete  Tile  Linoleum  Other

If service enters through wall, wall material is:

Concrete  Block  Other (note)

2  
↑

















Preferred Entrance for Contractor:

Other Information:

**Home Structure and Interior:**

Basement  Slab  Other (note)

If Basement: Finished  Unfinished  Other (note)

Other Information:

**Water Service:**

Existing Meter: Yes  Location *front, NE corner of basement* No

Make and Model of Meter:

Obstacles within 5 feet of meter (include photos): *stairs*

Exterior Water Service Material (to Home): Lead  Copper  Galvanized  Plastic  Other

Diameter to Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Interior Water Service Material (visible from work area): Lead  Copper  Galvanized  Plastic  Other

Diameter from Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Valves before and after Meter: Yes  No  Notes *older valves*

Water Service entry point into home: Wall  Floor  Other (note)

Depth of Water Service entry: *3* feet *6 in*

If service enters through floor, floor material is:

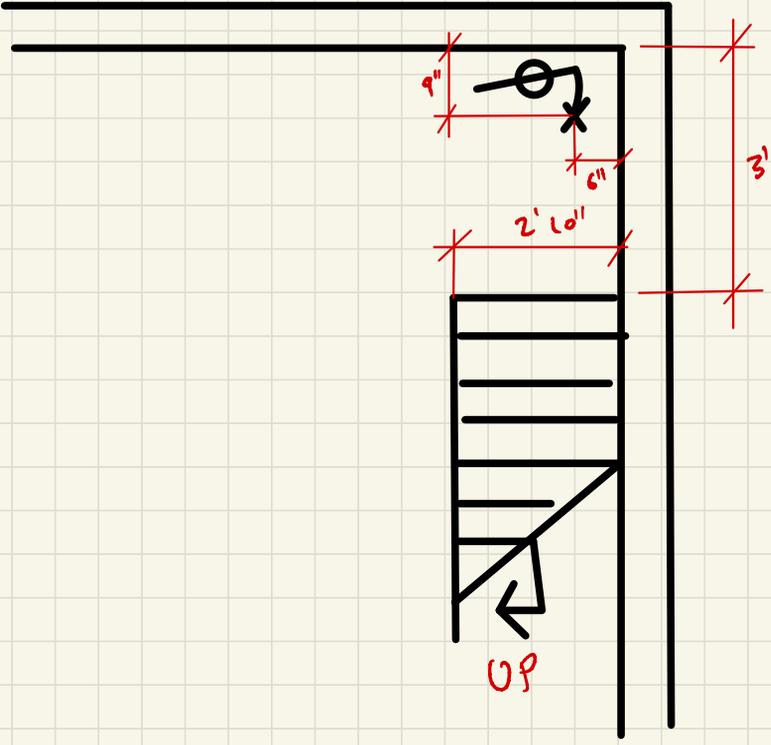
Unpainted Concrete  Painted Concrete  Tile  Linoleum  Other

If service enters through wall, wall material is:

Concrete  Block  Other (note)



N  
↑















Date: 11/1/22

Preferred Entrance for Contractor:

Other Information:

**Home Structure and Interior:**

Basement  Slab  Other (note)

If Basement: Finished  Unfinished  Other (note)

Other Information:

**Water Service:**

Existing Meter: Yes  Location Garden Apartment Closet No

Make and Model of Meter:

Obstacles within 5 feet of meter (include photos):

Exterior Water Service Material (to Home): Lead  Copper  Galvanized  Plastic  Other

Diameter to Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Interior Water Service Material (visible from work area): Lead  Copper  Galvanized  Plastic  Other

Diameter from Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Valves before and after Meter: Yes  No  Notes

Water Service entry point into home: Wall  Floor  Other (note)

Depth of Water Service entry: 3 feet

If service enters through floor, floor material is:

Unpainted Concrete  Painted Concrete  Tile  Linoleum  Other

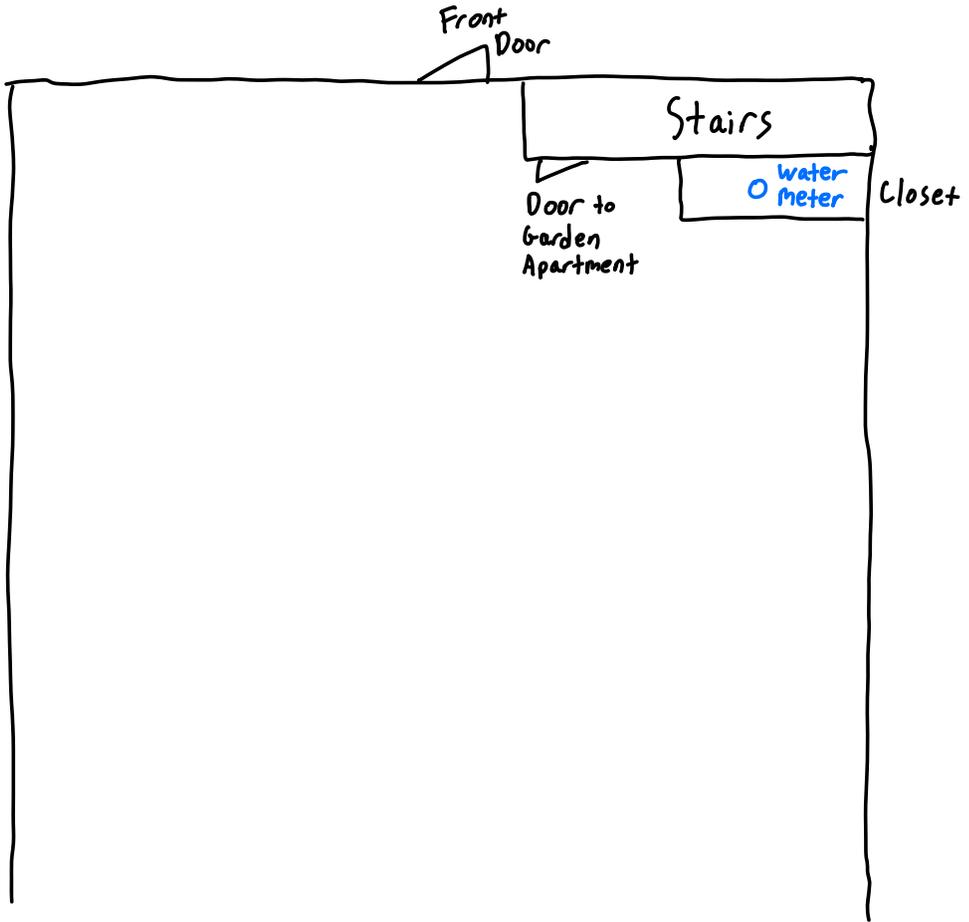
If service enters through wall, wall material is:

Concrete  Block  Other (note)



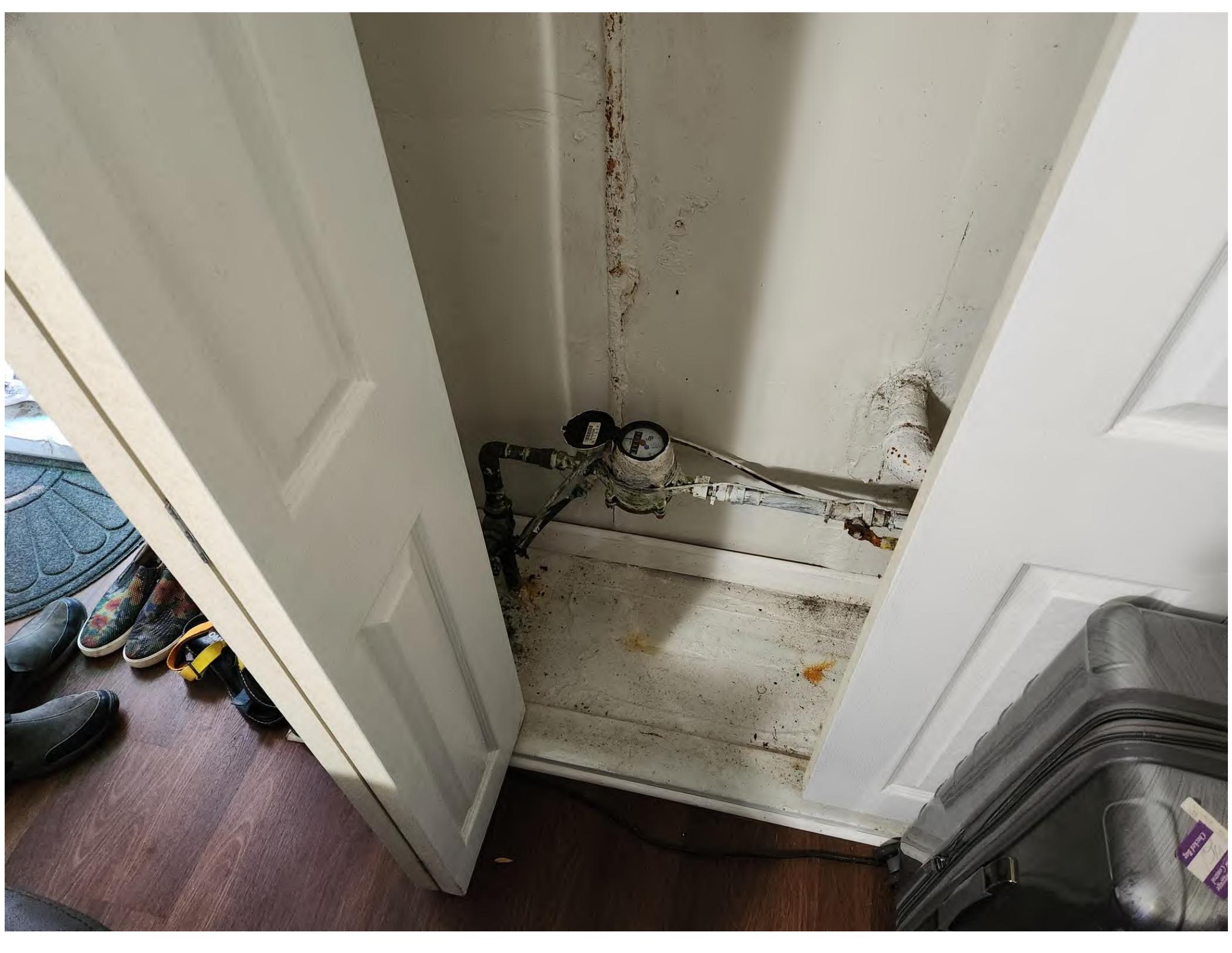
○ B-Box

Sidewalk









Date: 9/9/2022

Preferred Entrance for Contractor:

Other Information:

**Home Structure and Interior:**

Basement  Slab  Other (note)

If Basement: Finished  Unfinished  Other (note)

Other Information: split - partial basement (finished) w/ large crawl space under E side of house (20' x 20')

**Water Service:**

Existing Meter: Yes  Location in util room of basement. water service line enters in crawlspace No

Make and Model of Meter:

Obstacles within 5 feet of meter (include photos): low crawl space ceiling

Exterior Water Service Material (to Home): Lead  Copper  Galvanized  Plastic  Other

Diameter to Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Interior Water Service Material (visible from work area): Lead  Copper  Galvanized  Plastic  Other

Diameter from Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Valves before and after Meter: Yes  No  Notes

Water Service entry point into home: Wall  Floor  Other (note)

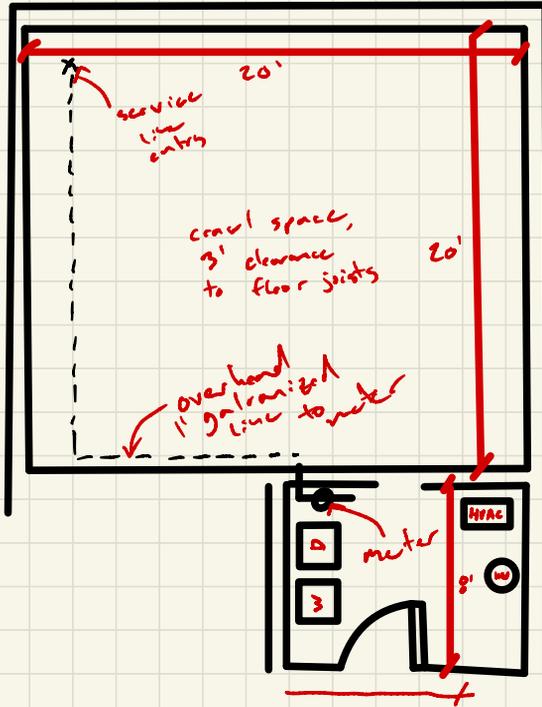
Depth of Water Service entry: 3 feet

If service enters through floor, floor material is:

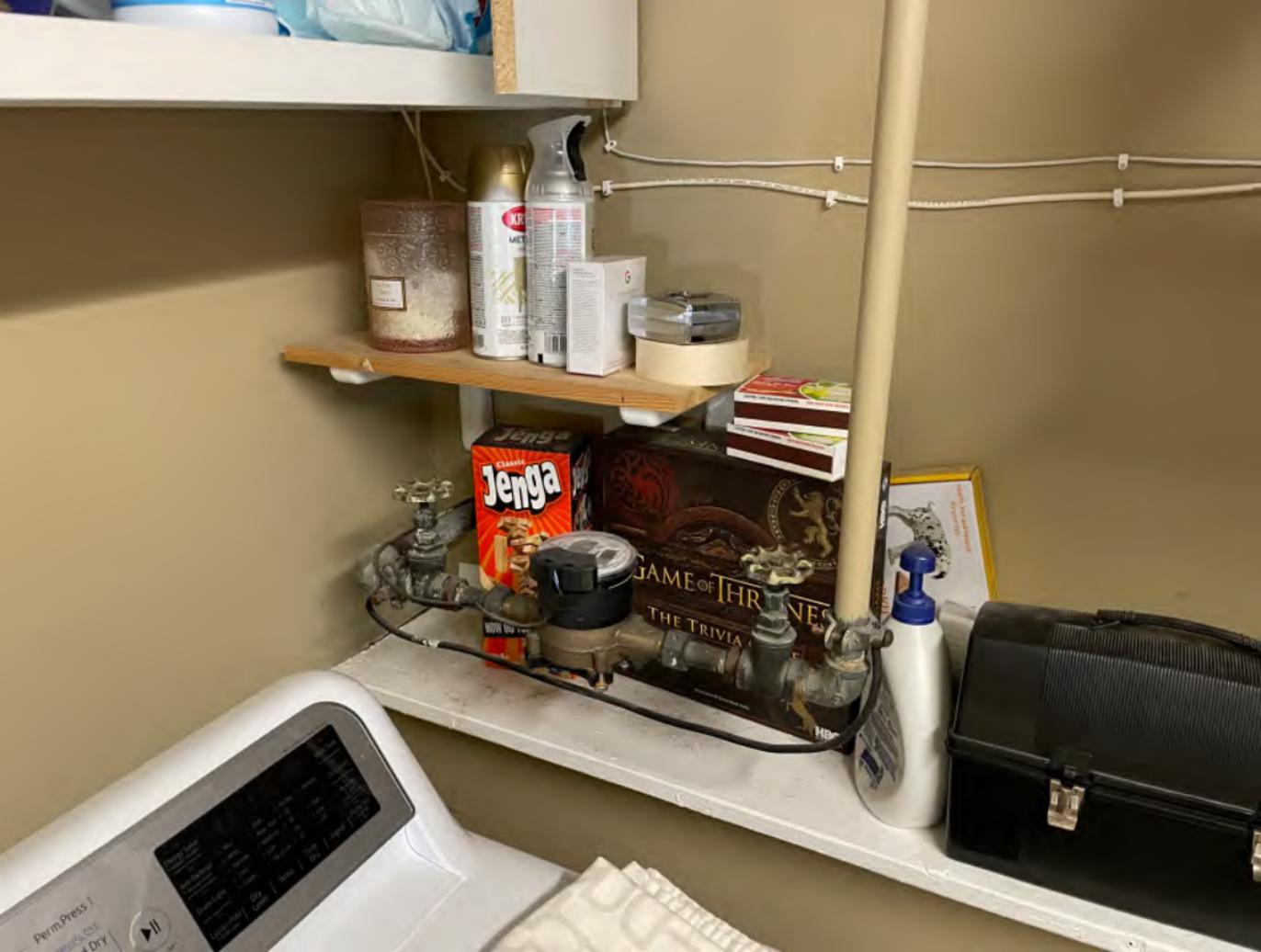
Unpainted Concrete  Painted Concrete  Tile  Linoleum  Other

If service enters through wall, wall material is:

Concrete  Block  Other (note)



















Date: 9/9/2022



Preferred Entrance for Contractor:

Other Information:

**Home Structure and Interior:**

Basement  Slab  Other (note)

If Basement: Finished  Unfinished  Other (note)

Other Information:

**Water Service:**

Existing Meter: Yes  Location in wall panel at front of home, NW corner No

Make and Model of Meter:

Obstacles within 5 feet of meter (include photos): wall

Exterior Water Service Material (to Home): Lead  Copper  Galvanized  Plastic  Other

Diameter to Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Interior Water Service Material (visible from work area): Lead  Copper  Galvanized  Plastic  Other

Diameter from Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Valves before and after Meter: Yes  No  Notes

Water Service entry point into home: Wall  Floor  Other (note)

Depth of Water Service entry: 5 feet

If service enters through floor, floor material is:

Unpainted Concrete  Painted Concrete  Tile  Linoleum  Other

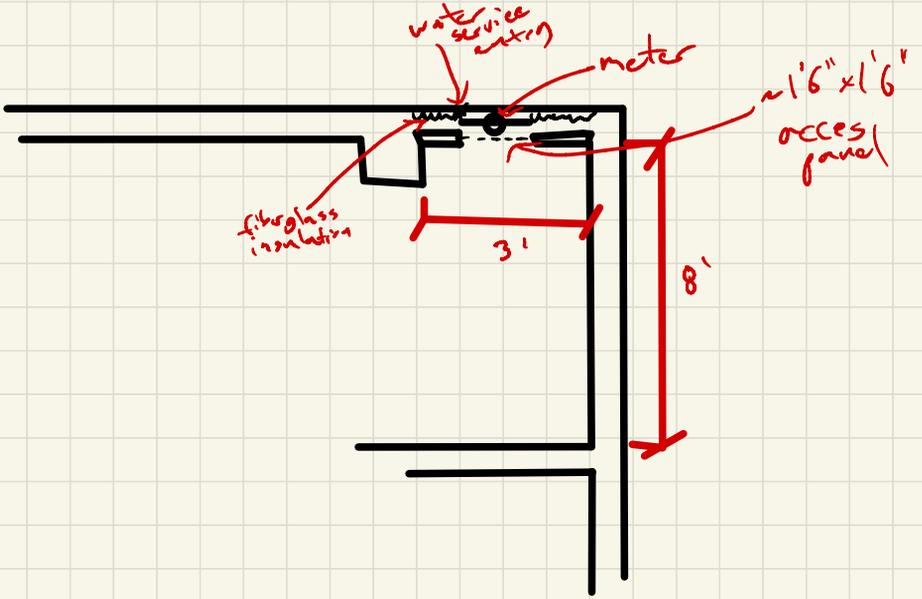
If service enters through wall, wall material is:

Concrete  Block  Other (note)  not able to determine

service line entry is by wall and insulation not certain of material, but appears to be copper



→ N









WATER METER TO UNIT  
Read before you use a tap  
The red needle points to the  
amount of water used.  
Write on a small piece of paper  
the amount of water used.





Date: 11/7/22



Preferred Entrance for Contractor: *Utility room*

Other Information:

**Home Structure and Interior:**

Basement  Slab  Other (note)  *Single floor*

If Basement: Finished  Unfinished  Other (note)

Other Information:

**Water Service:**

Existing Meter: Yes  Location *Utility Room* No

Make and Model of Meter: *Badger*

Obstacles within 5 feet of meter (include photos): *water heater*

Exterior Water Service Material (to Home): Lead  Copper  Galvanized  Plastic  Other

Diameter to Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Interior Water Service Material (visible from work area): Lead  Copper  Galvanized  Plastic  Other

Diameter from Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Valves before and after Meter: Yes  No  Notes

Water Service entry point into home: Wall  Floor  Other (note)  *Cannot Determine*

Depth of Water Service entry:                      feet

If service enters through floor, floor material is:

Unpainted Concrete  Painted Concrete  Tile  Linoleum  Other

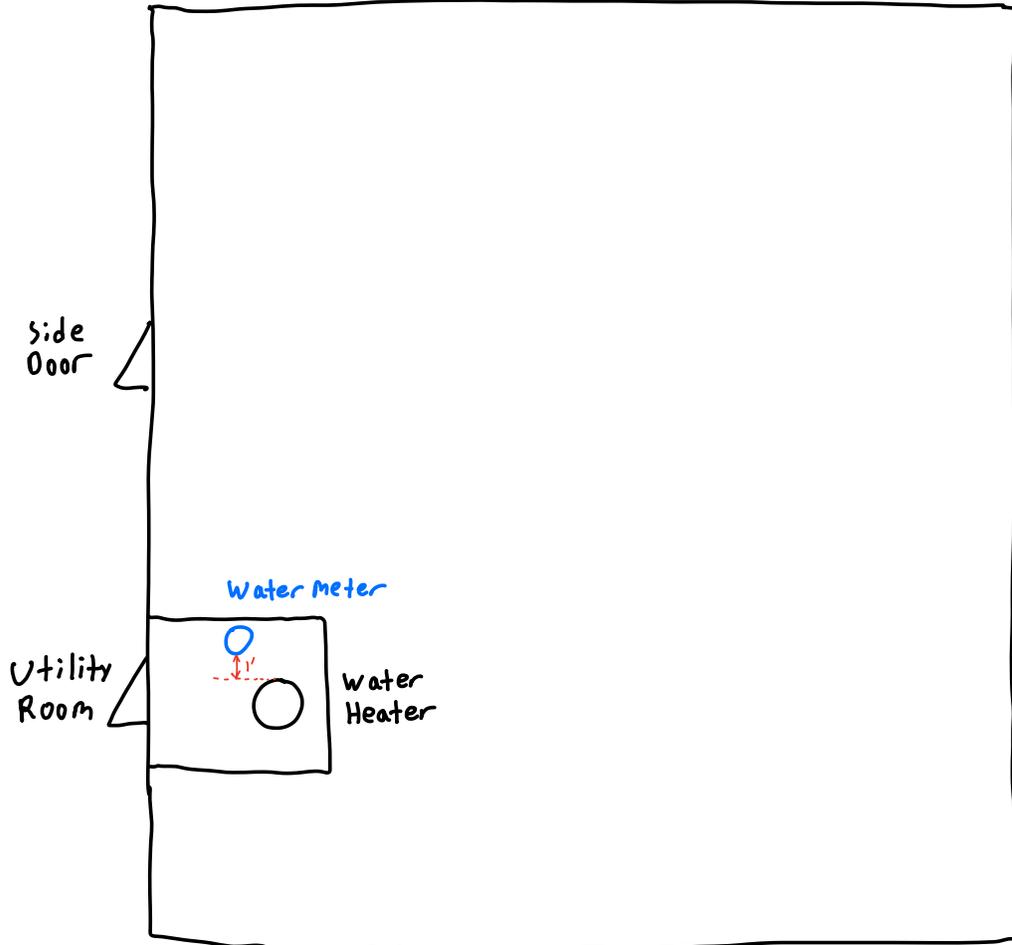
If service enters through wall, wall material is:

Concrete  Block  Other (note)

B-Box  
not located



Sidewalk









Address: 1825 LeMay

[Redacted area]

Other Information:

Home Structure and Interior:

Basement  Slab  Other (note)

If Basement: Finished  Unfinished  Other (note)

Other Information:

Water Service:

Existing Meter: Yes  Location *front of basement near NW corner* No

Make and Model of Meter:

Obstacles within 5 feet of meter (include photos): *washer & dryer*

Exterior Water Service Material (to Home): Lead  Copper  Galvanized  Plastic  Other

Diameter to Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Interior Water Service Material (visible from work area): Lead  Copper  Galvanized  Plastic  Other

Diameter from Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Valves before and after Meter: Yes  No  Notes

Water Service entry point into home: Wall  Floor  Other (note)

Depth of Water Service entry: *5* feet

If service enters through floor, floor material is:

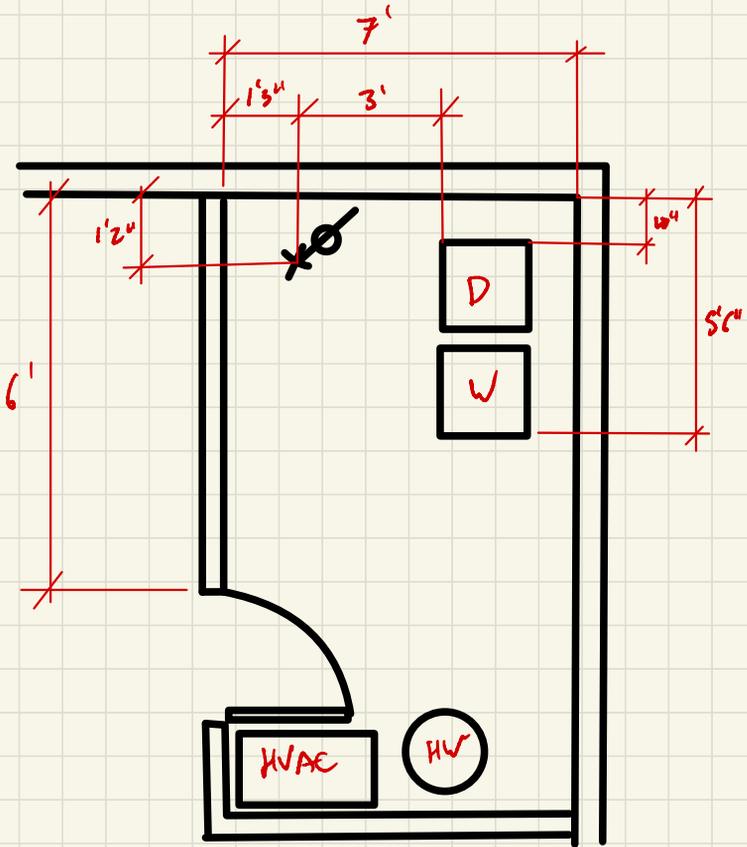
Unpainted Concrete  Painted Concrete  Tile  Linoleum  Other

If service enters through wall, wall material is:

Concrete  Block  Other (note)



→ N









FU NAC  
LAUNDRY











Date: 11/7/22



Preferred Entrance for Contractor: Front Door

Other Information:

Home Structure and Interior:

Basement  Slab  Other (note)

If Basement: Finished  Unfinished  Other (note)

Other Information:

Water Service:

Existing Meter: Yes  Location Basement No

Make and Model of Meter: Badger

Obstacles within 5 feet of meter (include photos): interior wall

Exterior Water Service Material (to Home): Lead  Copper  Galvanized  Plastic  Other

Diameter to Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Interior Water Service Material (visible from work area): Lead  Copper  Galvanized  Plastic  Other

Diameter from Meter: 1/4"  1/2"  5/8"  1"  1-1/2"  2"  Other

Valves before and after Meter: Yes  No  Notes

Water Service entry point into home: Wall  Floor  Other (note)

Depth of Water Service entry: 4 feet

If service enters through floor, floor material is:

Unpainted Concrete  Painted Concrete  Tile  Linoleum  Other  Carpet

If service enters through wall, wall material is:

Concrete  Block  Other (note)

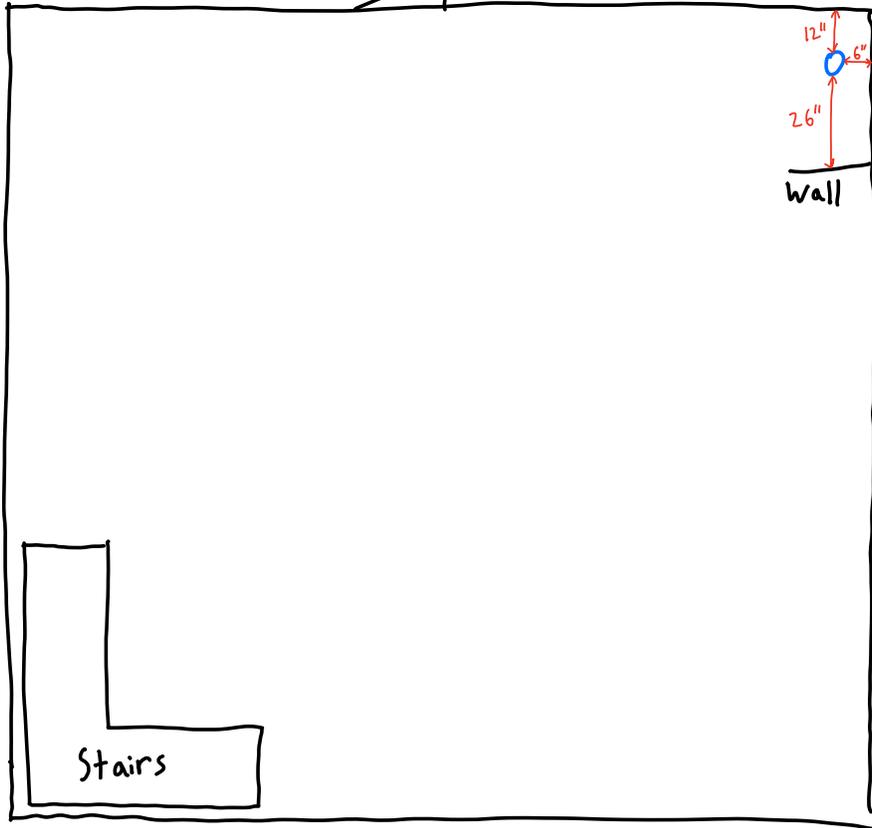


OB-Box



Sidewalk

Front Door



Wall

Stairs

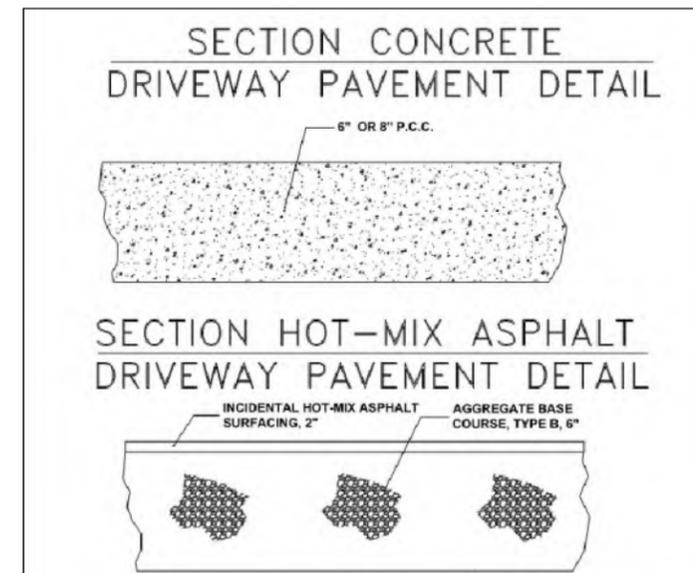
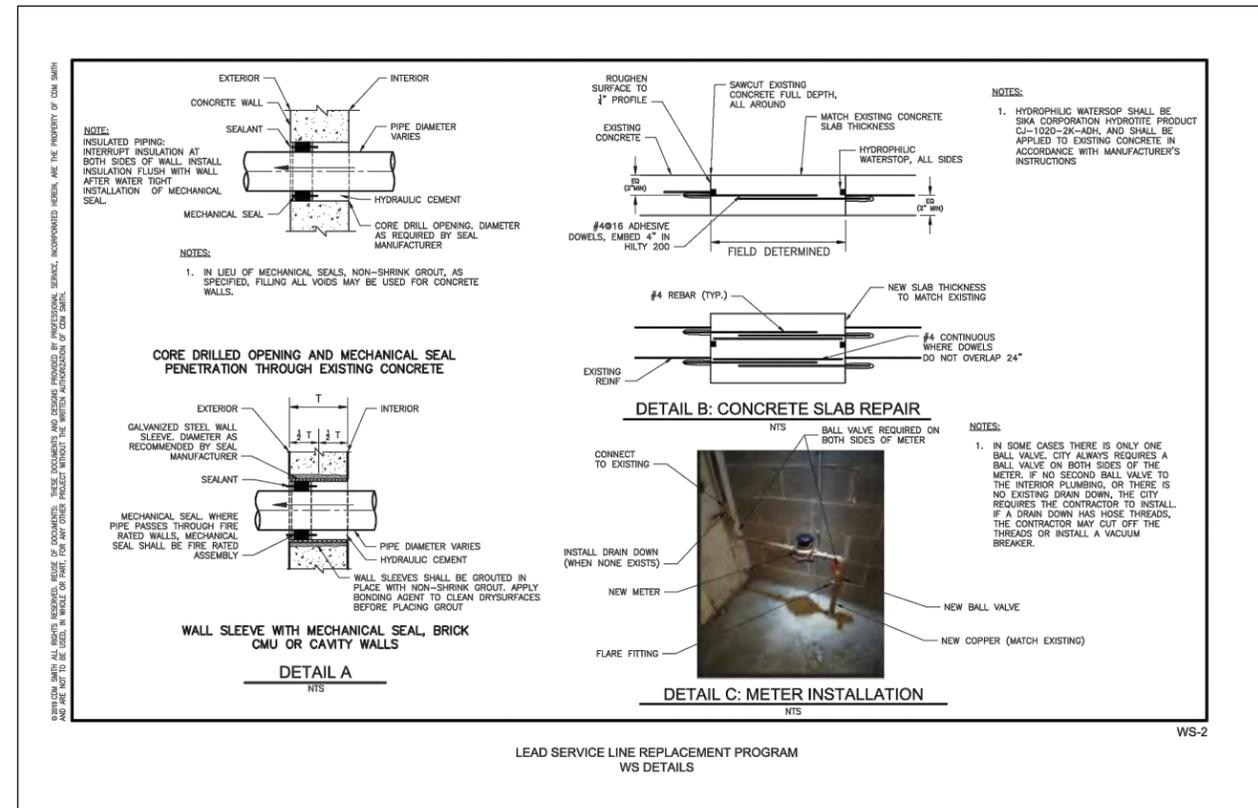




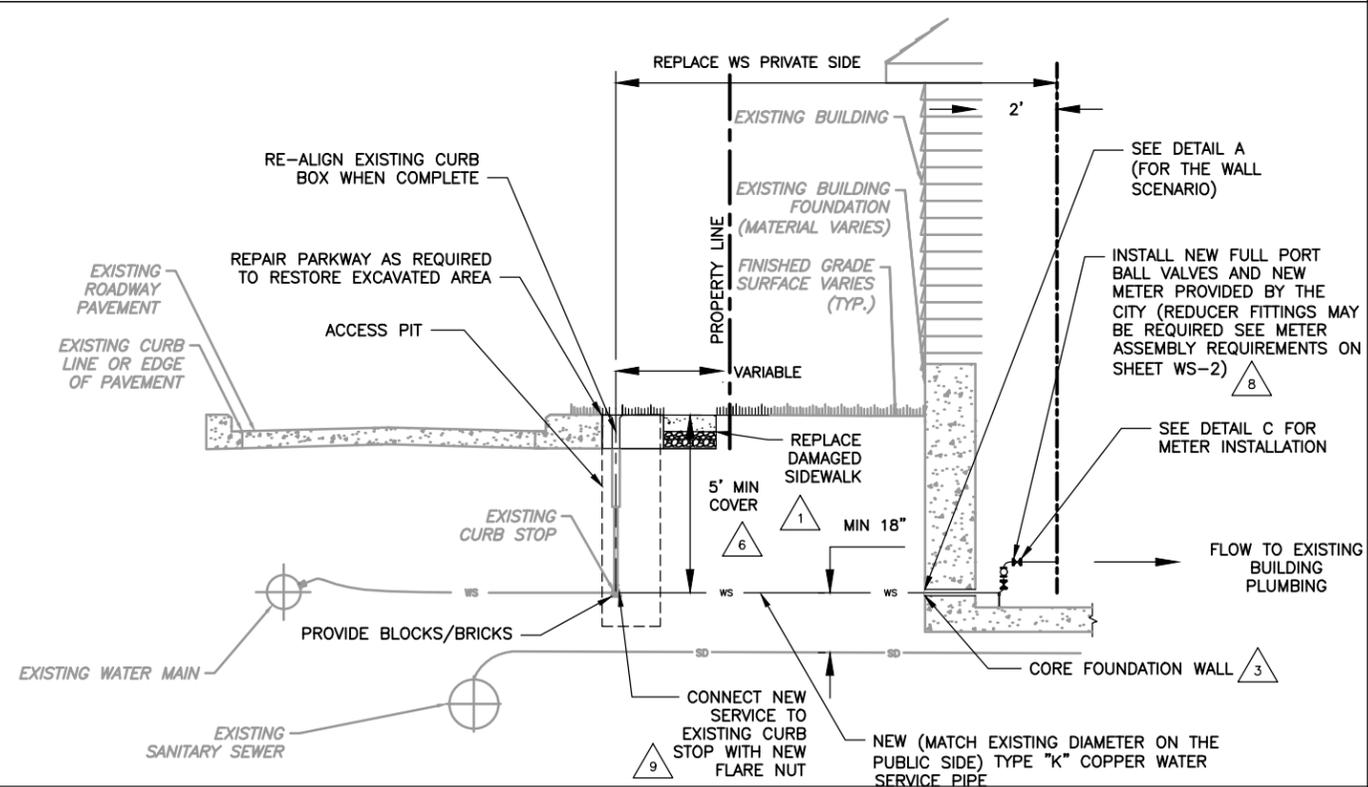
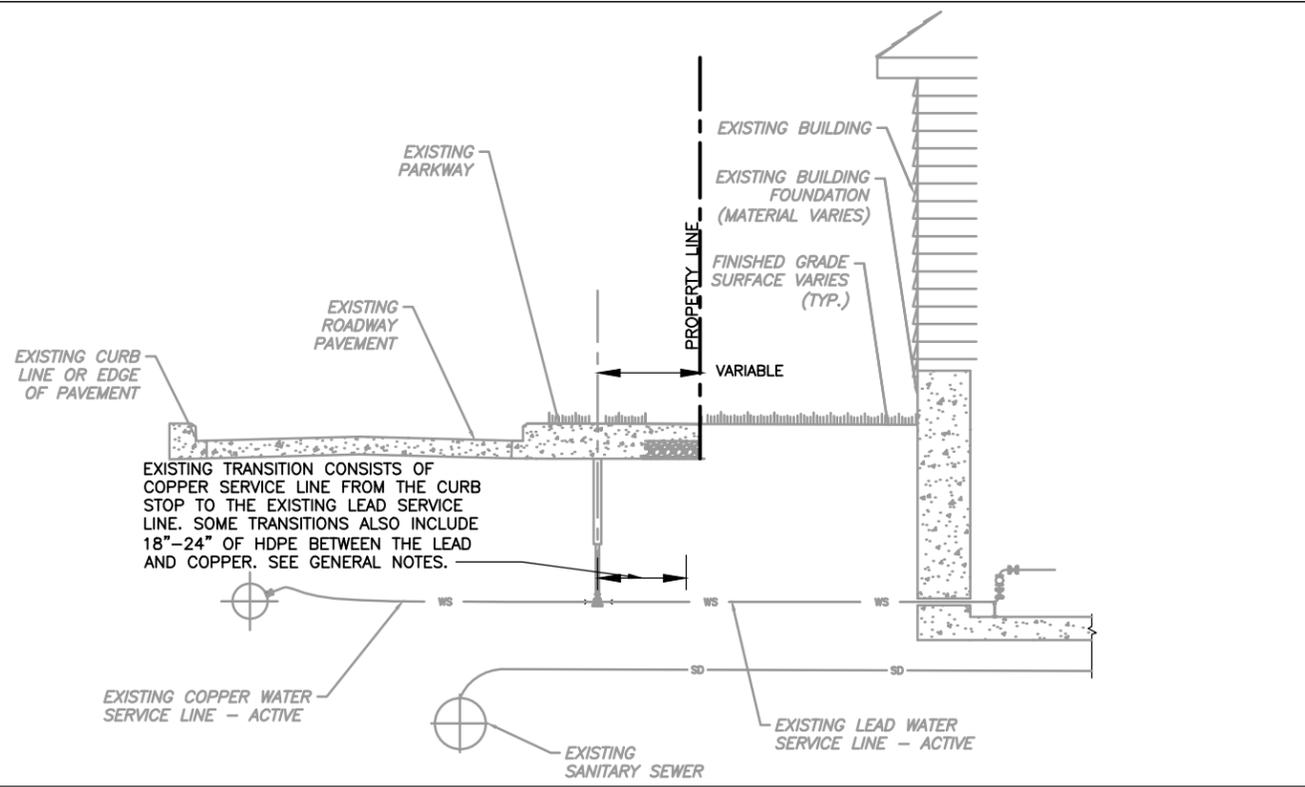
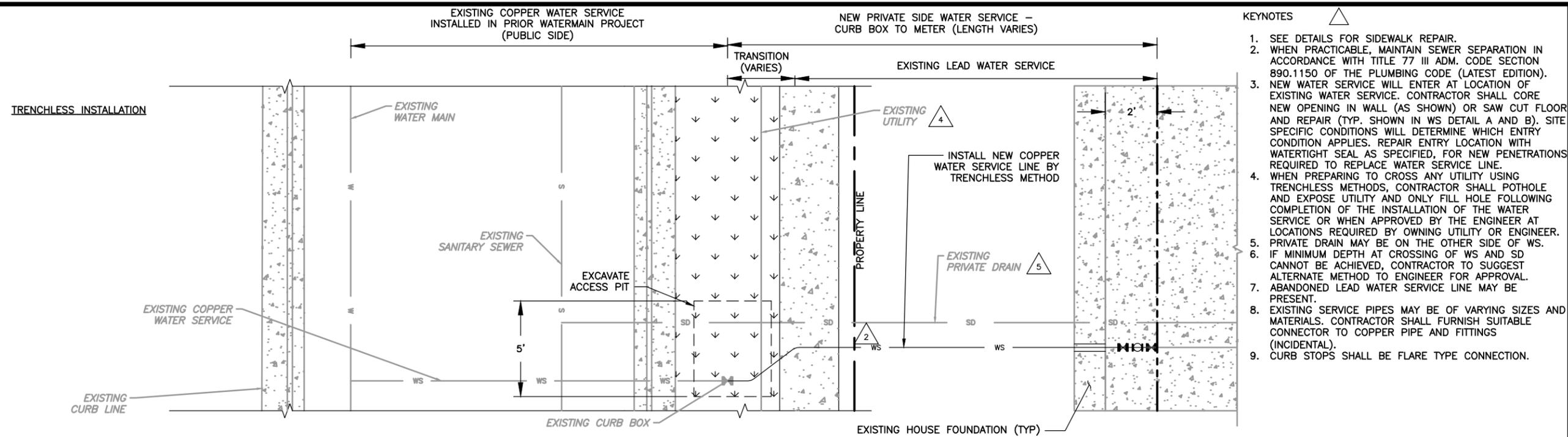
**HUSKY**  
**2-SHELF UTILITY CART**  
• Rust, Dent, Chip and Peel Resistant  
• Ideal for Garage, Shop, Office or Home Use  
• Lightweight and Manoeuvrable

GENERAL WATER SERVICE REPLACEMENT NOTES:

1. CONTRACTOR SHALL COORDINATE ALL SERVICE LINE REPLACEMENT ACTIVITIES WITH THE ENGINEER AND PROPERTY OWNER PRIOR TO COMMENCING SERVICE LINE REPLACEMENT WORK. CONTRACTOR MAY ONLY WORK ON PRIVATE PROPERTY WHERE A SIGNED RIGHT OF ENTRY IS ON FILE FROM THE PROPERTY OWNER. CONTRACTOR MUST OBTAIN EXECUTED PROPERTY OWNER AGREEMENT FORM FOR PERMISSION TO WORK ON PRIVATE PROPERTY BEFORE COMMENCING ANY CONSTRUCTION WORK.
2. THE DETAILS PRESENTED HEREIN REPRESENT TYPICAL CONDITIONS AND WATER SERVICE CONNECTION REPLACEMENT. EACH LOCATION WILL VARY.
3. CONTRACTOR SHALL RESTORE ALL SURFACE FEATURES AND LANDSCAPING EQUAL TO OR BETTER THAN EXISTING CONDITIONS FOLLOWING COMPLETION OF THE WORK.
4. EXISTING WATER SERVICE (WS) AND SEWER DRAIN (SD) MAY BE LOCATED IN CLOSE PROXIMITY AND/OR THE SAME TRENCH. CONTRACTOR SHALL MEET THE REQUIREMENTS OF THE STATE OF ILLINOIS PLUMBING CODE AND ASSOCIATED VARIANCES IN PLACE WHEN REPLACING WATER SERVICE CONSIDERING THE LOCATION OF THE EXISTING SEWER SERVICE.
5. THE LOCATION OF WATER SERVICE ALIGNMENT SHALL BE DETERMINED BY THE CONTRACTOR'S LICENSED PLUMBER. ALL WORK ON THE WATER SERVICE SHALL BE PERFORMED BY THE CONTRACTOR'S LICENSED PLUMBER.
6. WHEN PERFORMING WORK INSIDE A RESIDENCE, CONTRACTOR SHALL TAKE ALL PRECAUTIONS TO MINIMIZE DEBRIS IN THE IMMEDIATE WORK AREA AS AGREED TO WITH THE PROPERTY OWNER.
7. IN THE EVENT CONTRACTOR IS REQUIRED TO DISTURB EXISTING CONCRETE, CONTRACTOR SHALL TAKE PRECAUTIONS NECESSARY TO CONTROL AND MINIMIZE CONCRETE DUST.
8. WHEN THE CONTRACTOR DETERMINES THAT TRENCHLESS INSTALLATION IS NOT FEASIBLE, CONTRACTOR SHALL SEEK ENGINEER APPROVAL FOR OPEN CUT INSTALLATION, OR A COMBINATION OF OPEN CUT AND TRENCHLESS METHODS.
9. CONTRACTOR SHALL NOT INSTALL ANY INTERMEDIATE FITTINGS OR COUPLINGS OTHER THAN THOSE SHOWN IN THE CONTRACT DOCUMENTS UNLESS APPROVED BY ENGINEER.
10. CONTRACTOR SHALL REPAIR THE CONCRETE FLOOR OR WALL, BUT WILL NOT RESTORE FINISHED SURFACES SUCH AS DRYWALL, RE-TILE, OR PERFORM OTHER FINAL FINISHED RESTORATION. SHOULD TOILETS, HOT WATER TANKS, OR OTHER INTERIOR UTILITY FEATURES BE REMOVED TO PERFORM THE WORK, CONTRACTOR SHALL REINSTALL THOSE ITEMS FOLLOWING COMPLETION OF THE WORK.
11. CONTRACTOR SHALL CHECK ALL FIXTURES FOR WATER PRESSURE AND TEMPERATURE BEFORE AND AFTER WATER SERVICE WORK TO ENSURE FUNCTIONALITY IS RESTORED TO PRECONSTRUCTION CONDITIONS. THIS WORK WILL NOT BE PAID FOR SEPARATELY.



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TYPICAL EXISTING WATER SERVICE PROFILE

TYPICAL TRENCHLESS WATER SERVICE CONNECTION

**SCHEMATIC PLAN AND SECTION**

NTS

STANDARD DETAIL

Private Side Water Service Line Replacement: Trenchless WS Replacement

# Registering for DemandStar



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

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

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

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

## 1 REGISTER

Go to:

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

### Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Company Name

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

Next



## 2 CHOOSE YOUR FREE AGENCY

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

## 3 CHECK OUT

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

### ← Choose Your Free Agency

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

City of Metropolis ✕

Narrow down your search by selecting a state and county.

<b>State</b>	<b>County</b>
Select State ▼	Select County ▼

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

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

My Subscriptions  [0]

**Nation (0)**

**States (0)**

**Counties (0)**

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

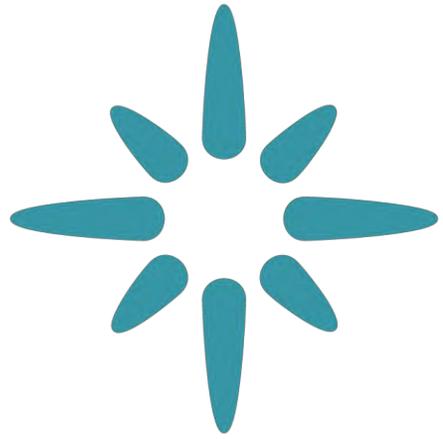
**Proceed to Checkout**

**Skip for Now**

**SIGN UP**

Visit [www.demandstar.com](http://www.demandstar.com)





# DEMANDSTAR

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

(E-bidding) Electronic Bidding Instructions

# Introduction

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

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

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



## How to check if it is an e-bidding opportunity

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

In order to do  
e-bidding

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

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



In order to do  
e-bidding

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

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

## Contact Information

*\* indicates required fields*

Company Name \*

Address 1 \*

Address 2

City \*

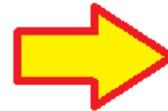
State \*

Postal Code \*

Phone \*

Fax

Country \*



Bid Amount \*

Alternate Bid Amount

Notes

# In order to do e-bidding

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

## Required Documents



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

### Agency Required Documents

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

In order to do e-bidding

Upload your response documents in an accepted file format

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

### E-Bid Response Documents

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

*No response documents uploaded*

### Agency Accepted File Formats



Formats

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

### Upload Electronic Documents

*\* indicates required fields*



Document Title \*

Specify Upload Document \*

No file chosen

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

In order to do e-bidding

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

### E-Bid Response Documents

Agency Name City of Port St. Lucie, Procurement Management Department  
Bid Number EBID-20180218-6-2018/er  
Bid Name Sculpture on Lawn at City Hall Temporary Art Installation  
Bid Due Date 1/9/2019 2:00:00 PM Eastern time  
Bid Opening 100 days, 1 hour, 20 minutes, 11 seconds

	Document Title	Format	Size	Uploaded	Status	Action
1	 E-Bidding for Suppliers	Microsoft Word	12 Kb	10/1/2018 9:39:50 AM	Complete	<a href="#">View</a> <a href="#">Remove</a>

### Agency Accepted File Formats

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

### Upload Electronic Documents

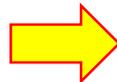
\* indicates required fields

Document Title \*

Specify Upload Document \*

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

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



# Completing your e-bid submittal

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

## Agency Required Documents

EDIT

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

## Uploaded Documents

EDIT

1. test document upload to ensure e-bidding active

### E-Bid Confirmation

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

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

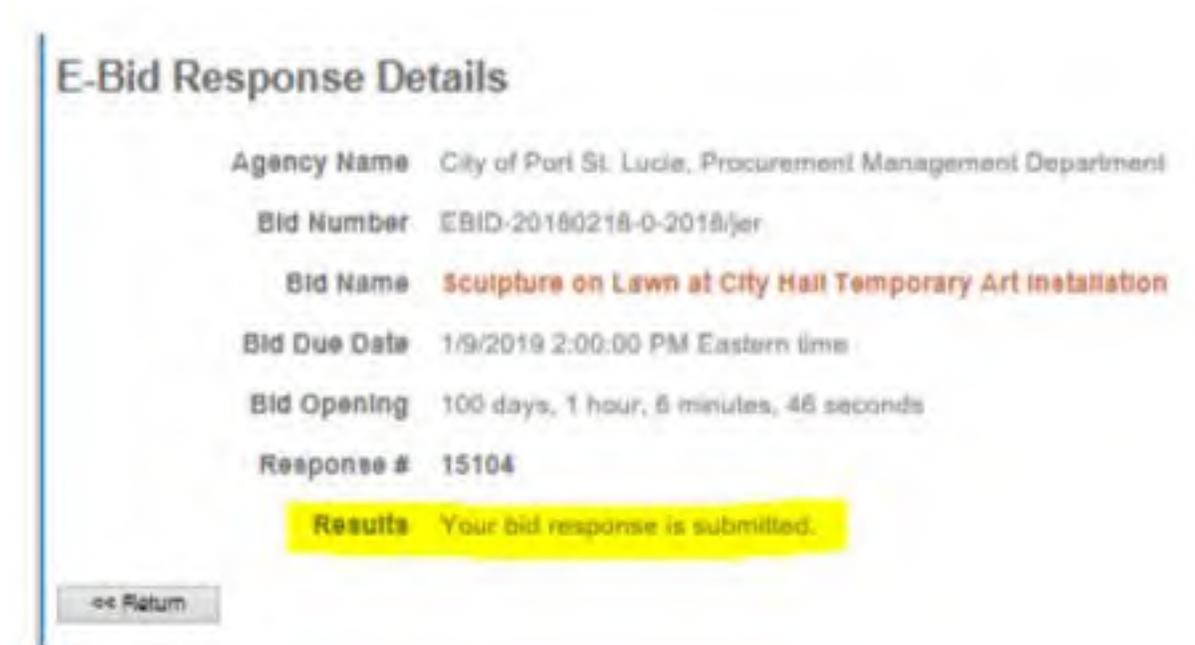
If you do not receive any of the above, please call Supplier Services at (206) 940-0305.

<< Return

Submit Response

## Confirmation of Response

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



The screenshot shows a web interface for 'E-Bid Response Details'. It lists the following information:

- Agency Name:** City of Port St. Lucie, Procurement Management Department
- Bid Number:** EBID-20180218-0-2018/er
- Bid Name:** **sculpture on Lawn at City Hall Temporary Art Installation**
- Bid Due Date:** 1/9/2019 2:00:00 PM Eastern time
- Bid Opening:** 100 days, 1 hour, 6 minutes, 46 seconds
- Response #:** 15104

A yellow highlighted box contains the text: **Results** Your bid response is submitted.

At the bottom left, there is a button labeled '<< Return'.

# Post Submission Edits

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

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

## Contact Information **EDIT**

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



## Agency Required Documents **EDIT**

1. Bid Reply (Electronic/Online) ✓

## Cook County Prevailing Wage Rates posted on 10/5/2023

Trade Title	Rg	Type	C	Base	Foreman	Overtime					Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
						M-F	Sa	Su	Hol	H/W						
ASBESTOS ABT-GEN	All	ALL		48.90	49.90	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		40.59	43.84	1.5	1.5	2.0	2.0	15.22	15.16	0.00	0.88		2.80	5.60
BOILERMAKER	All	BLD		54.71	59.63	2.0	2.0	2.0	2.0	6.97	25.06	0.00	2.83		0.00	0.00
BRICK MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
CARPENTER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
CEMENT MASON	All	ALL		50.75	52.75	2.0	1.5	2.0	2.0	17.33	22.00	0.00	1.15	0.00	1.50	3.00
CERAMIC TILE FINISHER	All	BLD		45.62	45.62	1.5	1.5	2.0	2.0	12.75	15.64	0.00	1.04	0.00	0.00	0.00
CERAMIC TILE LAYER	All	BLD		53.14	58.14	1.5	1.5	2.0	2.0	12.75	19.41	0.00	1.12	0.00	0.00	0.00
COMMUNICATION ELECTRICIAN	All	BLD		48.66	58.37	1.5	1.5	2.0	2.0	13.90	14.40	1.25	1.31	0.25	0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		60.15	66.00	1.5	1.5	2.0	2.0	13.08	20.29	0.00	3.25	0.00	0.00	0.00
ELECTRIC PWR GRNDMAN	All	ALL		46.92	66.00	1.5	1.5	2.0	2.0	10.21	15.83	0.00	2.54	0.00	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		60.15	66.00	1.5	1.5	2.0	2.0	13.08	20.29	0.00	3.25	0.00	0.00	0.00
ELECTRICIAN	All	ALL		53.80	58.37	1.5	1.5	2.0	2.0	18.65	19.55	1.25	1.81	0.60	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		65.12	73.26	2.0	2.0	2.0	2.0	16.08	20.56	5.20	0.70		0.00	0.00
FENCE ERECTOR	All	ALL		48.48	50.48	1.5	1.5	2.0	2.0	13.68	18.32	0.00	0.75	0.00	0.00	0.00
GLAZIER	All	BLD		49.75	51.25	1.5	2.0	2.0	2.0	15.44	25.36	0.00	2.07	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		54.12	57.37	1.5	1.5	2.0	2.0	15.22	17.86	0.00	0.88		4.15	8.30
IRON WORKER	All	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49		0.00	0.00
LABORER	All	ALL		48.90	49.65	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
LATHER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
MACHINIST	All	BLD		55.74	59.74	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		38.75	52.46	1.5	1.5	2.0	2.0	12.50	20.95	0.00	0.66	0.00	0.00	0.00
MARBLE SETTER	All	BLD		49.96	54.96	1.5	1.5	2.0	2.0	12.50	22.31	0.00	0.85	0.00	0.00	0.00
MATERIAL TESTER I	All	ALL		38.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		43.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MILLWRIGHT	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00

## Cook County Prevailing Wage Rates posted on 10/5/2023

OPERATING ENGINEER	All	BLD	1	56.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	2	55.30	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	3	52.75	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	4	51.00	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	5	60.35	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	6	57.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	7	59.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	1	64.55	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	2	63.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	3	58.55	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	4	54.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	5	66.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	6	54.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	1	54.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	2	54.25	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	3	52.20	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	4	50.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	5	49.60	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	6	57.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	7	55.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		55.01	57.51	2.0	2.0	2.0	2.0	14.23	26.00	0.00	2.00	0.00	0.00	0.00
PAINTER	All	ALL		51.55	57.99	1.5	1.5	1.5	2.0	14.76	15.69	0.00	1.86	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	0.00	0.00	0.00
PILEDRIIVER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
PIPEFITTER	All	BLD		55.00	58.00	1.5	1.5	2.0	2.0	12.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		48.75	51.68	1.5	1.5	2.0	2.0	17.33	20.33	0.00	1.15	0.00	0.00	0.00
PLUMBER	All	BLD		56.80	60.20	1.5	1.5	2.0	2.0	17.00	17.29	0.00	1.73		0.00	0.00
ROOFER	All	BLD		49.00	54.00	1.5	1.5	2.0	2.0	11.83	15.56	0.00	0.99	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		51.15	55.24	1.5	1.5	2.0	2.0	14.18	28.45	0.00	1.05	0.00	0.00	0.00

## Cook County Prevailing Wage Rates posted on 10/5/2023

SIGN HANGER	All	BLD		34.72	37.50	1.5	1.5	2.0	2.0	6.85	4.50	0.00	0.00	0.00	0.00	0.00
SPRINKLER FITTER	All	BLD		56.70	59.45	1.5	1.5	2.0	2.0	14.45	18.70	0.00	0.75	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49		0.00	0.00
STONE MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00	0.00
TERRAZZO MECHANIC	All	BLD		50.85	54.35	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00	0.00
TRAFFIC SAFETY WORKER I	All	HWY		40.10	41.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		41.10	42.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	1	41.75	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	2	42.00	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	3	42.20	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	4	42.40	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	1	42.18	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	2	42.33	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	3	42.53	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	4	42.73	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TUCK POINTER	All	BLD		50.53	51.53	1.5	1.5	2.0	2.0	9.55	21.72	0.00	1.11	0.00	0.00	0.00

### Legend

**Rg** Region

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

**C** Class

**Base** Base Wage Rate

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

**OT Sa** Overtime pay required for every hour worked on Saturdays

**OT Su** Overtime pay required for every hour worked on Sundays

**OT Hol** Overtime pay required for every hour worked on Holidays

**H/W** Health/Welfare benefit

**Vac** Vacation

**Trng** Training

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

Explanations COOK COUNTY

## **Cook County Prevailing Wage Rates posted on 10/5/2023**

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

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

### **EXPLANATION OF CLASSES**

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

### **CERAMIC TILE FINISHER**

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

### **COMMUNICATIONS ELECTRICIAN**

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

## **Cook County Prevailing Wage Rates posted on 10/5/2023**

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

### **MARBLE FINISHER**

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

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

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

### **OPERATING ENGINEER - BUILDING**

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

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

## **Cook County Prevailing Wage Rates posted on 10/5/2023**

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

### **OPERATING ENGINEERS - HIGHWAY CONSTRUCTION**

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

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

## **Cook County Prevailing Wage Rates posted on 10/5/2023**

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

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

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

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

Class 6. Field Mechanics and Field Welders

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

### **OPERATING ENGINEER - FLOATING**

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

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

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

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

### **TERRAZZO FINISHER**

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

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### TRAFFIC SAFETY Worker I

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

### TRAFFIC SAFETY WORKER II

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

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

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

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

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

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

### Other Classifications of Work:

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

## **Cook County Prevailing Wage Rates posted on 10/5/2023**

### LANDSCAPING

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

### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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