

COVER SHEET

Proposal Submitted By:

Contractor's Name

Contractor's Address

City

State

Zip Code

STATE OF ILLINOIS

Local Public Agency

County

Section Number

Route(s) (Street/Road Name)

Type of Funds

Proposal Only Proposal and Plans Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature & Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Evanston	Cook	26-00305-00-RS	Various

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of Virtually Via Demandstar

Name of Office
 until 2:15 PM on 05/12/26
 Address Time Date

Sealed proposals will be opened and read publicly at the office of _____

Name of Office
 at 2:15 PM on 05/12/26
 Address Time Date

DESCRIPTION OF WORK

Location	Project Length
Various Streets	

Proposed Improvement
 The resurfacing of various Evanston streets including curb & sidewalk replacement as needed, upgrading ADA ramps at intersections, utility improvements, grinding & resurfacing with incidental with incidental reconstruction.

1. Plans and proposal forms will be available in the office of _____

2. Prequalification
 If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. Local Public Agency Formal Contract Proposal (BLR 12200)
 - b. Schedule of Prices (BLR 12201)
 - c. Proposal Bid Bond (BLR 12230) (if applicable)
 - d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
 - e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Evanston	Cook	26-00305-00-RS	Various

PROPOSAL

1. Proposal of _____

Contractor's Name

Contractor's Address
2. The plans for the proposed work are those prepared by Capital Planning & Engeeing, Public Works Agency
and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within 40 working days or by 08/21/26 unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: City Collector, City of Evanston Treasurer of _____
The amount of the check is _____ (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Evanston	Cook	26-00305-00-RS	Various

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency

County

Section Number

Route(s) (Street/Road Name)

City of Evanston

Cook

26-00305-00-RS

Various

SIGNATURES

(If an individual)

Bidder Signature & Date

[Signature & Date box]

Business Address

[Business Address box]

City

State

Zip Code

[City box]

[State box]

[Zip Code box]

(If a partnership)

Firm Name

[Firm Name box]

Signature & Date

[Signature & Date box]

Title

[Title box]

Business Address

[Business Address box]

City

State

Zip Code

[City box]

[State box]

[Zip Code box]

Insert the Names and Addresses of all Partners

[Large empty box for partners]

(If a corporation)

Corporate Name

[Corporate Name box]

Signature & Date

[Signature & Date box]

Title

[Title box]

Business Address

[Business Address box]

City

State

Zip Code

[City box]

[State box]

[Zip Code box]

Insert Names of Officers

President

[President box]

Secretary

[Secretary box]

Treasurer

[Treasurer box]

Attest:

[Attest box]

Secretary

Instructions for BLR 12200 - Page 1 of 2

Note: Instructions should not be included when the form is submitted.

This form is used when a Local Public Agency desires to solicit bids for a project.

This form shall be included in all formal contract proposals for bidding purposes. This includes both maintenance and construction projects. Refer to Chapter 12 of the Bureau of Local Roads and Streets Manual for more information. Specifications must be included in the proposal packet, along with plans, if applicable. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

Proposal Submitted By:

Contractor's Name (to be completed by Bidder) Contractor will insert their name when submitting a proposal packet for bid.

Contractor's Address (to be completed by Bidder) Contractor will insert legal address when submitting a proposal packet for bid.

Local Public Agency Insert the name of the Local Public Agency (LPA) soliciting bids for the project.

County Insert the name of the County in which the LPA is located.

Section Number Insert the section number assigned to this project without dashes.

Route(s) (Street/Road Name) Insert the name of the street or route on which the project is located. For projects that include several streets or routes, insert various.

Type of Funds Insert the type of funds being used to fund this project.

Proposal Only/Proposal and Plans/
Proposal Only, Plans are separate Check the box that is applicable to this packet.

For a County and Road District Project

Highway Commissioner Signature For a Road District Project, the Highway Commissioner shall sign and date here.

County Engineer/Superintendent of Highways For a road district project or county project, the County Engineer/Superintendent of Highways shall sign and date here.

For a Municipal Project

Signature and Date For a Municipal project, the appropriate municipal official shall sign and date here.

Official Title Insert the title of the official who signed above.

Department of Transportation

Regional Engineer Signature and Date Upon a limited review, the Regional Engineer shall sign and date here.

NOTICE TO BIDDERS

Name of Office Insert the name of the office where proposals will be received.

Address Insert the address of the office where sealed proposals will be received.

Time Insert the time, including AM or PM, that proposals will be accepted until.

Date Insert the date that proposals will be accepted until.

Name of Office Insert the name of the office where proposals will be open and read.

Address Insert the address of the office where proposals will be open and read.

Time Insert the time, including AM or PM, that proposals will be read.

Date Insert the date that proposals will be read.

Location Insert the location description of the project.

Length Insert the length of project in miles.

Proposed Improvement Insert the description of the proposed improvement.

1 Office of Insert the name of the office, along with the address where plans and proposals will be available.

2 Prequalification Check this box if prequalification is or will be required.

Instructions for BLR 12200 - Page 2 of 2

PROPOSAL

- | | |
|--|--|
| 1 Proposal of (to be completed by Bidder) | Insert the bidder's name and address. |
| 2 Prepared by | Insert the name of the LPA consulting engineering company who prepared the plans. |
| Approved | Insert the date of approval of the plans by the Department of Transportation. |
| 5 Working Days | Insert the number of working days for the project as provided in the estimate of time, is applicable. |
| Completion Date | Insert the completion date, if applicable. |
| 6 Section Number (to be completed by Bidder) | If applicable, insert the section number without dashes of the proposal packet where the proposal guaranty can be found. |
| 7 | The LPA will complete this with the contract bond requirement. |
| 11 | The LPA will complete as it applies to the acceptance of bid bonds. |
| Payable to | Insert the name of the LPA. |
| Amount of Check | Insert the amount of the check in words followed by numerical format in (). |
| Attach Cashier's Check or Certified Check Here | Insert the BLR 12201. This will need to be completed by the bidder. |
| | Attached a certified or cashier's check here unless the proposal guaranty is found in another proposal packet. If so, indicate the packet section number where the guarantee can be found. |

Signatures

- | | |
|--------------------------------|---|
| If an individual | If the bidder is an individual, the bidder shall sign, date, and insert their address on the line below. |
| If a partnership | |
| Firm Name and Address | If the bidder is a partnership, the Firm name shall be inserted. The appropriate firm individual shall sign, date, and insert the firm's address on the line below. |
| Name and Addresses of Partners | On a separate line, insert each partner's name and address. |
| If a corporation | |
| Corporate Name | Insert the corporate name of the bidder. This is to be followed by the signature of the corporate president. |
| Business Address | Insert the business address for the corporation. |
| Insert the Names of Officers | Insert the name of the corporation's president, Secretary and Treasurer. |
| Attest | The secretary of the corporation shall sign and date here. |

A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.

Following the Regional Engineer's approval, distribution will be as follows:

- Local Public Agency Clerk (2)
- Engineer (Municipal, Consultant or County)
- District File



Schedule of Prices



Contractor's Name

Contractor's Address

City

State

Zip Code

Local Public Agency

County

Section Number

Route(s) (Street/Road Name)

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
1	TEMPORARY FENCE	FOOT	6000		
2	TREE TRUNK PROTECTION	EACH	142		
3	TREE ROOT PRUNING	FOOT	4260		
4	TREE PRUNING (OVER 10")	EACH	107		
5	SUPPLEMENTAL WATERING	UNIT	15		
6	EARTH EXCAVATION	CU YD	55		
7	TRENCH BACKFILL	CU YD	132		
8	POROUS GRN BACKFULL	TON	52		
9	TOP SOIL F&PL SPECIAL	CU YD	649		
10	SODDING, SALT TOLERANT	SQ YD	3782		
11	EXPLR TRENCH (UP TO 8')	EACH	6		
12	INLET FILTERS	EACH	64		
13	AGG BV, TYPE B 4"	SQ YD	2079		
14	AGG BV, TYPE B 6"	SQ YD	86		
15	HES PCC BC WIDENING 9"	SQ YD	510		
16	AGG FOR TEMP ACCESS	TON	30		
17	BIT MATLS TACK COAT	POUND	11528		
18	AGGREGATE PRIME COAT	TON	33		
19	MIXTURE FOR CRACKS	TON	7		
20	LEVELING BINDER	TON	982		

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
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Item Number	Items	Unit	Quantity	Unit Price	Total
21	HMA SURF REM BUTT JT	SQ YD	330		
22	TEMPORARY RAMP	SQ YD	330		
23	HMA SURF SC MIX "D"	TON	1948		
24	INCIDENTAL HMA SURF	TON	7		
25	TEMP HOT-MIX ASPHALT	TON	60		
26	PCC DRIVEWAY 6"	SQ YD	581		
27	PCC DRIVEWAY 8"	SQ YD	57		
28	PCC SIDEWALK 5"	SQ FT	9625		
29	DETECTABLE WARNING	SQ FT	642		
30	HMA SURF REM (VAR DEP)	SQ YD	16265		
31	PAVEMENT REMOVAL	SQ YD	716		
32	DRIVEWAY PAVEMENT REM	SQ YD	526		
33	CURB REMOVAL	FOOT	2743		
34	COMB CURB GUTTER REM	FOOT	1926		
35	SIDEWALK REMOVAL	SQ FT	84		
36	CL C PATCH, SPEC 9" HES	SQ YD	196		
37	CL D PATCH, SPEC 9"	SQ YD	930		
38	FULL DEP SPEC PATCH 11"	SQ YD	140		
39	STORM SEWER 12" DIP CL 50	FOOT	195		
40	STORM SEWER 8" DIP CL 50	FOOT	9		
41	CB TYP A, 4' DIA TYP 1 FR OP	EACH	1		
42	IN TYP A 36" DP TYP 1 FR CL	EACH	3		
43	MH TO BE RECONSTRUCTED	EACH	2		
44	CB TO BE RECONSTRUCTED	EACH	3		
45	VV TO BE RECONSTRUCTED	EACH	3		
46	VB TO BE RECONSTRUCTED	EACH	11		
47	FR AND GR TO BE ADJ	EACH	38		
48	FR AND LID TO BE ADJ SPEC	EACH	31		
49	FR AND LID, OPEN LID SPEC	EACH	3		
50	FR AND LID, CL. LID SPEC	EACH	5		
51	REMOVING INLETS	EACH	3		
52	REMOVING MANHOLES	EACH	1		
53	CONC. CURB TYPE B (AEP)	FOOT	770		
54	CONC CURB TYP B6.12(AEP)	FOOT	3889		
55	SPEED HUMPS	SQ FT	1454		
56	SPEC WASTE DISP.	CU YD	251		
57	SOIL DISPOSAL ANALYSIS	EACH	1		

Instructions for BLR 12201 - Page 1 of 1

Note: Instructions should not be included when the form is submit.

This form is used when a Local Public Agency desires to solicit bids for a project.

This form shall be included in all formal contract proposals for bidding purposes. This includes both maintenance and construction projects. Refer to Chapter 12 of the Bureau of Local Roads and Streets Manual for more information. Specifications must be included in the proposal packet, along with plans. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

Proposal Submitted By:

Contractor's Name (to be completed by Bidder)

Contractor will insert their name when submitting a proposal packet for bid.

Contractor's Address (to be completed by Bidder)

Contractor will insert legal address when submitting a proposal packet for bid.

Local Public Agency

Insert the name of the Local Public Agency (LPA) soliciting bids for the project.

County

Insert the name of the County in which the LPA is located.

Section Number

Insert the section number assigned to this project without dashes.

Route(s) (Street/Road Name)

Insert the name of the street or route on which the project is located. For projects that include several streets or routes, insert various.

Schedule for Multiple Bids

Combination Letter

Insert the letter identifying the combination bids.

Schedule Included in Combinations

Insert the schedules of the bids included in the combination.

Total

Insert the total amount of the combination bid for the sections listed to the left.

Button Functionality



Use the Add Row (+) and/or Remove Row (-) buttons located at the beginning of each line/row to either add a row directly below the row that the Add (+) button is clicked on or remove the actual row that the Remove (-) button is clicked on.

Schedule for Single Bid

Item No.

Insert the item number of the item being bid.

Item(s)

Insert the name of the item being bid.

Delivery

Insert the delivery type for the item listed to the left.

Unit

Insert the unit of measure for the item listed to the left.

Quantity

Insert the quantity for the item listed to the left.

Unit Price

The bidder shall insert the unit price for the item listed to the left.

Total

The bidder shall insert the total, which is quantity times the unit price. If the form is being filled out electronically, this field will automatically calculate the total.

Button Functionality



Use the Add Row (+) and/or Remove Row (-) buttons located at the beginning of each line/row to either add a row directly below the row that the Add (+) button is clicked on or remove the actual row that the Remove (-) button is clicked on.

Bidder's Total Proposal

If completing electronically, this will be automatically completed. If completing by hand, insert the sum of all items above.

Distribution

This form is to be inserted into a formal contract proposal, distribution will be the same as the proposal. When the bidder submits their bid, this form must be completed and included.



Apprenticeship and Training Program Certification

Local Public Agency	County	Street Name/Road Name	Section Number
City of Evanston	Cook	Various	26-00305-00-RS

All contractors are required to complete the following certification

- For this contract proposal or for all bidding groups in this deliver and install proposal.
- For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder	Signature & Date		
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 40px;"></div>		
Title			
<div style="border: 1px solid black; height: 20px;"></div>			
Address	City	State	Zip Code
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>



Local Public Agency	County	Street Name/Road Name	Section Number
City of Evanston	Cook	Various	26-00305-00-RS

I, _____ of _____, _____,
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the _____ of _____.
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, _____, will maintain a business office in the
Bidder
 State of Illinois, which will be located in _____ County, Illinois.
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature & Date

Print Name of Affiant

Notary Public

State of **IL**

County _____

Signed (or subscribed or attested) before me on _____ by
(date)

_____, authorized agent(s) of
(name/s of person/s)

Bidder

Notary Public Signature & Date

(SEAL)

My commission expires _____



**Local Public Agency
Proposal Bid Bond**

Local Public Agency City of Evanston	County Cook	Section Number 26-00305-00-RS
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WE, _____ as PRINCIPAL, and _____ as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ of _____ Day Month and Year

Principal

Company Name

Signature & Date
 By:

Title

Company Name

Signature & Date
 By:

Title

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety

Signature of Attorney-in-Fact Signature & Date
 By:

STATE OF IL
 COUNTY OF

I _____, a Notary Public in and for said county do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ Month and Year

(SEAL, if required by the LPA)

Notary Public Signature & Date

Date commission expires _____

Local Public Agency

County

Section Number

City of Evanston

Cook

26-00305-00-RS

ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Company/Bidder Name

--

Signature & Date

--

Title

--



Affidavit of Availability

For the Letting of

Bureau of Construction
 2300 South Dirksen Parkway/Room 322
 Springfield, IL 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals						

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	2	3	4	Awards Pending	1
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director

Title

Signature

Date

Company

Address

City

State

Zip Code

Subscribed and sworn to before me

this _____ day of _____, _____

(Signature of Notary Public)

My commission expires _____

(Notary Seal)

Add pages for additional contracts



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Subcontract Price					
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Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

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Officer or Director

Title

Signature

Date

Company

Address

City

State

Zip Code

Subscribed and sworn to before me

this _____ day of _____, _____

(Signature of Notary Public)

My commission expires _____

(Notary Seal)

Add pages for additional contracts

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

BID NUMBER: 26-24

For

2026 MFT RESURFACING PROJECT
April 2, 2026



BID DUE DATE: 2:00 P.M., Tuesday, May 12, 2026

VIRTUAL BID OPENING: 2:15 P.M., Tuesday, May 12, 2026

Google Meet ID:

meet.google.com/erk-vjyw-pza

Phone Numbers:

(US) [+1 617-675-4444](tel:+16176754444)

PIN: 491 020 418 0044#

BID BOND: 5% of Contract Amount

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

CONTRACT PERIOD: Contract award through May 10, 2027

ELECTRONIC BID SUBMITTAL:

Bid responses will only be accepted electronically
via E-bidding through DemandStar (WWW.DEMANDSTAR.COM)

**It is highly recommended that new DemandStar users complete the account
setup process prior to project due date/time.**

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----------------------------------	-------

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Insurance Requirements	1 page

RETURN ALL EXHIBITS WITH THE BID

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*Exhibit C Local Employment Program Compliance	2 pages
*Exhibit D City of Evanston M/W/D/EBE Policy	1 page
Exhibit E M/W/D/EBE Participation Compliance Form	1 page
Exhibit F M/W/D/EBE Participation Waiver Request	1 page
Exhibit G Construction Contractors' Assistance Organizations	2 pages
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***NOTE: THE SELECTED BIDDER WILL BE SUBJECT TO THE REGULATIONS CONTAINED IN CITY OF EVANSTON ORDINANCE 60-O-14 AMENDMENTS TO THE**

LOCAL EMPLOYMENT PROGRAM (LEP) AND ORDINANCE 1-O-26 THE RESPONSIBLE BIDDER ORDINANCE

**CITY OF EVANSTON
NOTICE TO BIDDERS**

The City's Purchasing Office will receive bids until 2:00 P.M. local time Tuesday, May 12, 2026 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 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). Although registration is required, vendors can download solicitations and upload responses for free. Bids shall cover the following:

2026 MFT RESURFACING PROJECT
Bid Number: 26-24

Work on this project includes the resurfacing of various streets with minor utility repairs, ADA Ramps, concrete curb and sidewalk replacement and all incidental work including all materials and equipment. Bidders must be pre-qualified by Illinois Department of Transportation and present IDOT issued "certificate of Eligibility" with proposal.

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.php or DemandStar at: www.demandstar.com.

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

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

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

Linda Thomas
Purchasing Specialist

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

1. ON-LINE NOTIFICATION OF SOLICITATIONS

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

2. SUBMISSION OF BIDS

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

3. PREPARATION OF BIDS

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

4. SIGNING OF BIDS

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

person signing for corporation, which shall appear below signature of an officer.

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

5. CONSIDERATION OF BIDS

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

6. WITHDRAWAL OF BIDS

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

7. ERRORS IN BIDS

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

8. ADDENDA

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

9. RESERVED RIGHTS

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

10. AWARD

It is the intent of the City to award a contract to the lowest responsible Bidder

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

11. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

12. INCONSISTENCIES AND OMISSIONS

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

13. CONDITIONS

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

14. VERIFICATIONS OF DATA

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

15. SPECIFICATIONS

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

16. SAMPLES

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

17. REGULATORY COMPLIANCE

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

18. PRICING

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

19. DISCOUNTS

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

20. INSPECTION

Materials or equipment purchased are subject to inspection and approval at the

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

21. BIDS AND PLAN DEPOSITS

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

22. DISPUTES

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

23. CATALOGS

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

24. TAXES

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

25. PERMITS & FEES

All Bidders awarded a contract must secure and pay for any licenses required by

the City of Evanston. Necessary building permits will be required, but all permit fees will be waived and moneys for same must not be included in any bid.

26. ROYALTIES & PATENTS

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

27. LOCAL PREFERENCE POLICY

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

28. RESPONSIBLE BIDDER POLICY

All contractors must follow the requirements of Ordinance 1-O-26, the City's Responsible Bidder Ordinance. Ordinance 1-O-26 is attached hereto for reference. The following items are required of all contractors:

- **Local Employment Program (LEP):** Contractors must ensure that at least 15% of total on-site work hours are performed by Evanston residents and that at least one Evanston resident is hired. These obligations apply across all tiers of subcontractors and must be documented.
- **Apprenticeship Training Program:** Bidders shall submit evidence of enrollment in a U.S. Department of Labor registered Apprenticeship Training Program for each construction craft performed. These programs must have graduated at least five apprentices in each of the last five years.
- **Minimum Performance Threshold:** Named bidder must directly perform at least 25% of project services. Affiliates or subsidiaries do not count toward this percentage.
- **Commercially Useful Function:** All contractors and subcontractors must actively manage and perform contract work. Excessive subcontracting or pass-through participation may result in disqualification.
- **Subcontractor Disclosure:** Submit the name, address, and documentation for all subcontractors with bid. Each subcontractor must comply with all requirements set forth in this template.

29. POWER OF ATTORNEY

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

30. WARRANTY

A. The contractor warrants that all goods and services furnished to the City shall be

in accordance with specifications and free from any defects of workmanship and materials: that goods furnished to the City shall be merchantable and fit for the City's described purposes, and that no governmental law, regulation, order, or rule has been violated in the manufacture or sale of such goods.

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

31. INCURRED COSTS

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

32. VARIANCES

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

33. INDEMNIFICATION

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

provision shall survive completion, expiration, or termination of this Agreement.

- B. Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Contractor shall be liable for the reasonable costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*
- C. At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Project by Contractor must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.
- D. To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Illinois Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.
- E. The Contractor shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its sub-contractors' work. Acceptance of the work by the City will not relieve the Contractor of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom.
- F. All provisions of this Section 32 shall survive completion, expiration, or termination of this Agreement.

34. **DEFAULT**

Time is of the essence as to the awarded contract and, of delivery or acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute

items or services elsewhere and charge the Seller with all losses incurred. The City shall be entitled to recover its attorney's fees and expenses in any successful action by the City to enforce this contract.

35. GOVERNING LAW

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

36. EQUAL EMPLOYMENT OPPORTUNITY

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

37. M/W/D/EBE GOAL

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

38. LOCAL EMPLOYMENT PROGRAM REQUIREMENTS

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

NOTE: CITY OF EVANSTON ORDINANCE 1-O-26 AMENDMENT LOCAL EMPLOYMENT PROGRAM (LEP) available on the city website at: Ordinance 1-O-26 Amendment LEP

39. BIDDER SUBMITAL REQUIRMENTS FOR RESPONSIBLE BIDDER ORDINANCE

Documentation or Certification	Description
OSHA Certification	10-hour or greater OSHA safety card copies for all employees on-site
Prevailing Wage Compliance	Statement confirming 5-year compliance with the Illinois Prevailing Wage Act
Substance Abuse Program	Copy of written program per 820 ILCS 265/1
Workers’ Compensation Policy	Active policy and classification documentation
UI Act Registration	IDES current registration
Corporate Status	Illinois Secretary of State Business Services record
Tax and Legal Disclosures	List of liens, judgments, or violations from the last 5 years
Business Licenses	Copies of all relevant licenses with current status
Statement of Similar Projects	Last 5 years’ public works projects with references
Performance History	Public body contracts completed in the last 3 years
Subcontractor Information	Full documentation for each subcontractor
Sam.gov ID Number	ID Number to be used on projects with State or Federal Funding

If applicable, compliance documentation under:

- Davis-Bacon and Related Acts
- Employee Certification Act
- 720 ILCS 5/33-11 Anti-Bid Rigging Certification

Additional contractor responsibilities include:

- Submission of certified payrolls within five (5) working days of each pay period end
- Identification of all employees by name, address, craft, status, and hire date
- Documentation that all employees are properly classified and licensed
 - Notification within two (2) business days of any resident employee resignations or terminations
 - Replacement of Evanston resident employees within five (5) business days to avoid penalties
 - Provision of required documentation prior to any subcontractor commencing work

Failure to meet these requirements may result in penalties of up to 1% of the approved project price, and may jeopardize future eligibility for City contracts.

40. **PROJECT LABOR AGREEMENT NOTICE**(if required)

A Project Labor Agreement (PLA) may be required. If so, all successful bidders must become signatories to the PLA for the duration of the project. There is no requirement to affiliate with a union, and non-union bidders are fully eligible.

41. **QUESTIONS**

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

42. **COORDINATION OF EXISTING SITE WITH DRAWINGS**

- 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.
- 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.

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

“Contractor agrees that he shall actively solicit bids for the sub-contracting of goods

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

44. COMPLIANCE WITH LAWS

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

45. QUALIFICATION OF BIDDERS

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

46. COMPETENCY OF BIDDER

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

47. PREFERENCE TO CITIZENS

The Contractor shall abide by the Illinois Preference Act, 30 ILCS 570 et seq., which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2)

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

GENERAL CONDITIONS

1. BASIS OF AWARD

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

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

A. UNIT PRICE BID

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

~~B. LUMP SUM BID~~

- ~~1. The bidder is to submit a lump sum bid for each bid line on the Bid Form which includes all costs incidental to performing the specified work. It is understood and agreed that the unit quantities given in the supporting pages are approximate only and the bidder shall verify these quantities before bidding as no claim shall be made against the City on account of any excess or deficiency in the same.~~
- ~~2. Unit prices given in the supporting pages shall be used by the City and the Contractor for any subsequent changes in the contract.~~

3. QUANTITIES

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

4. CONTRACT TERM

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

5. NOTICE TO PROCEED/ PURCHASE ORDER/ CONTRACT

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

6. PAYMENT

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

7. DECISIONS TO WITHHOLD CERTIFICATION FOR PAYMENT

- A. The City may not certify payment and may withhold payment in whole or in part, to the extent reasonably necessary to protect the City, if the quality of the work is not in accordance with the contract documents. If the City is unable to certify payment in the amount of the invoice, the City will promptly issue payment for the amount of the Work completed in accordance with the contract documents. The City may not certify payment due to any contractor negligence or contract non-compliance.
 - a. Defective work not remedied

- b. Third party claims filed or reasonable evidence indicating probable filing of such claims
- c. Failure of Contractor to make payments properly to Sub-contractors for labor, materials or equipment
- d. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum
- e. Damage to the City or another contractor
- f. Reasonable evidence that the work will not be completed within the Contract period and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay
- g. Persistent failure to carry out work in accordance with the Contract Documents.

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

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

9. DEDUCTION FOR UNCORRECTED WORK

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

10. CITY'S RIGHT TO TERMINATE CONTRACT

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

11. LIENS

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

12. SEPARATE CONTRACTS

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

13. PROTECTION & SAFEGUARDS

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

14. MATERIAL STORAGE

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

at on-site locations.

15. CLEANING UP

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

16. RESTORATION OF SITE

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

17. PREVAILING WAGE

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

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

- C. The certified payroll record must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.
- D. All certified payrolls shall be submitted in electronic format, preferably a PDF file.
- E. As a condition of receiving payment, Contractor must (i) be in compliance with the Agreement, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). Contractor is responsible for contacting the Illinois Dept. of Labor 217-782-1710; <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-act.aspx> compliance with prevailing wage requirements), (iii) pay its suppliers and sub-contractors according to the terms of their respective contracts, and (iv) provide lien waivers to the City upon request.

18. CONTRACTOR REQUIREMENTS

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

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

19. SUB-CONTRACTORS

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

20. PAYMENTS TO SUB-CONTRACTORS

- A. Within seven days after the receipt of amounts paid by the City for work performed by a sub-contractor under this contract, the Contractor shall either:
 - 1. Pay the sub-contractor for the proportionate share of the total payment received from the City attributable to the work performed by the sub-contractor under this contract; or,
 - 2. Notify the City and sub-contractor, in writing, of his intention to withhold all or a part of the sub-contractor's payment and the reason for non-payment.

- B. The Contractor shall pay interest to the sub-contractor on all amounts owed that remain unpaid beyond the seven-day period except for amounts withheld as allowed in item 2 above.
- C. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.
- D. The Contractor shall include in each of its sub-contracts a provision requiring each Sub-contractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier sub-contractor.
- E. The Contractor's obligation to pay an interest charge to a sub-contractor pursuant to this provision may not be construed to be an obligation of the City.

21. BOND – PERFORMANCE, MATERIAL, & LABOR

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

- E. If the contractor has more than one project for which there is a contract with the City of Evanston the contractor shall provide a separate Performance Bond for each project.

22. INDEMNITY

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

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

23. CONTRACTOR'S LIABILITY INSURANCE

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

24. PRE-CONSTRUCTION MEETING

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

25. LIQUIDATED DAMAGES

- A. The Contractor must commence work within 10 days of notice from the City and the work must be completed by 10/31/2026. In the event the work is not substantially completed by 10/01/2026, then in addition to any remedies available to the City, the Contractor will pay to the City the sum of \$ **One Thousand Four Hundred Twenty Five dollars (\$1425.00)** per day for each calendar day beyond those dates, until substantial completion of the work has been achieved. This payment is for liquidated damages, in addition to any other damages that may be incurred by the City, and not as a penalty. All such liquidated damages may be set-off against any moneys that may be due the contractor.
- B. Substantial Completion shall be defined as the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the work for its

intended use. Substantial Completion will be certified by the issuance of a Certificate of Substantial Completion, to be issued by the City's representative, when the Contractor has satisfied the above statement and billed the City for a minimum of 90% of the total value of the work.

26. EXTENSION OF TIME

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

27. DEFAULT

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

28. USE OF PREMISES

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

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

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

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

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

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

INSURANCE REQUIREMENTS

<u>TYPE OF INSURANCE</u>	<u>MINIMUM INSURANCE COVERAGE</u>	
	Consequent Death	Bodily Injury and Property Damage
	<u>Each Occurrence</u>	
<u>Aggregate</u>		
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.		<u>Insurance Certificate Must State: The City Of Evanston is Named as Additional Insured</u>
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
2026 MFT RESURFACING PROJECT
(BID #26-24)

1.01 BID TO:

THE CITY OF EVANSTON
909 Davis Street
Evanston, Illinois 60201

Hereinafter called "OWNER".

1.02 BID FROM:

(Hereinafter call "BIDDER")

Address

Telephone Number

Fax Number

1.03 BID FOR: **2026 MFT RESURFACING 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. The allowance is general and should be used in the event that any unforeseen condition is discovered. After discovering the unforeseen condition, the contractor shall submit a Found Condition Report (FCR) and an Authorization to Use Allowance (AUA) to the Consultant. The Consultant will then notify the Owner and both the Owner and the Consultant will view the unforeseen condition to determine if the work will be authorized. Under no circumstances shall the contractor move forward with the work in question nor shall the contractor expend allowance without an approved AUA. At the end of the project, unspent allowance shall be credited to owner via change order.

1.08 AGREEMENT

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

1.09 SCHEDULE

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

1.10 PROPOSED PRICES

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

BASE BID AMOUNT: \$ _____

ALLOWANCE (ADDITIONAL WORK – GENERAL): \$ _____ +XX,XXX _____

TOTAL BASE BID AMOUNT: \$ _____

1.11 UNIT PRICING LIST

The undersigned submits the following UNIT PRICING LIST to be performed as shown on the Plans and/or described in the Specifications, and agrees that items

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

Item	Description	Unit	Base Bid Quantity	Add Cost *	Deduct Cost **
1	TO BE COMPLETED BY CONSULTANT	XX	XX	\$	\$

* Add costs to be provided by Bidder

** Deduct costs to be provided by Bidder

1.12 BID SECURITY

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

- A. The City of Evanston Civic Center is unable to receive in person drop-off and it is closed to the public. The original bid bond must be mailed within ten (10) days after the due date, to the City of Evanston Purchasing Department, 909 Davis Street, 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

RBO COMPLIANCE CERTIFICATION

[Company Letterhead]

City of Evanston – Bid Compliance Certification

We hereby certify that [Company Name] is in full compliance with the requirements set forth under Ordinance 1-O-26, attached hereto, including but not limited to all applicable provisions under Section 1-17-1 of the Evanston City Code.

Our company has reviewed and will adhere to:

- The Local Employment Program (LEP), including the hiring of Evanston residents and achieving 15% of project hours performed by said residents.
- The Apprenticeship Training Program requirement, with attached documentation of program participation and graduation rates.
- The prohibition on excessive pass-through subcontracting; we will perform a minimum of 25% of the contracted work directly.
- All certification and documentation obligations outlined in the ordinance.

Signed: _____

Name: _____

Title: _____

Company Name: _____

Project Title: _____

Project Number: _____

Date: _____

EXHIBIT B

RBO COMPLIANCE CERTIFICATION

[Company Letterhead]

City of Evanston – Legal & Regulatory Compliance Certification

I, [Authorized Representative Name], hereby certify that [Company Name] complies with and has provided documentation for each of the following:

- Illinois Prevailing Wage Act (past 5 years; no violations)
- Substance Abuse Prevention on Public Works Project Act (written policy included)
- Workers' Compensation Act (policy attached, correct classification)
- Unemployment Insurance Act (IDES registration included)
- Employee Classification Act
- Davis-Bacon Act (if applicable)
- Registered in Sam.Gov (if applicable)
- Unique Entity Identifier (UEI) (if applicable)
- Corporate good standing with the Illinois Secretary of State
- Illinois Department of Revenue registration
- No federal, state, or local tax liens or delinquencies within the past 5 years
- Disclosure of any violations or determinations by federal or state authorities related to contracting, safety, tax, licensing, or labor laws.

Signed: _____

Name: _____

Title: _____

Project Title: _____

Project Number: _____

Date: _____

EXHIBIT B

RBO COMPLIANCE CERTIFICATION

[Subcontractor Letterhead]

City of Evanston – Subcontractor Compliance Certification

Subcontractor Name: _____

Prime Contractor: _____

Project Title: _____

Project Number: _____

I hereby certify that [Subcontractor Name] will comply with all City of Evanston ordinance requirements applicable to public works contracts, including Local Employment Program provisions, Apprenticeship Program participation, and regulatory compliance obligations listed under Ordinance 23-O-25.

All documentation and certifications have been submitted to the prime contractor and will be furnished to the City upon request.

Signed: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C
CITY OF EVANSTON
LOCAL EMPLOYMENT PROGRAM (LEP) COMPLIANCE

Effective Date January 1, 2015

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

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

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

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

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

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

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

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

EXHIBIT C

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

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

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

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

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

WAIVER WILL BE GRANTED ONLY AFTER SINCERE ATTEMPT TO COMPLY*

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

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

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

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

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

SIGNED:

Signature Printed Name and Title Date
On behalf of Company: _____

EXHIBIT D

City of Evanston M/W/D/EBE Policy

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

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

If a bidder is unable to meet the required M/W/D/EBE goal, the Bidder must seek a waiver or modification of the goal on the attached forms. Bidder must include:

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

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

EXHIBIT E

M/W/D/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that,

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

This firm is a (check only one):

- _____ Minority Business Enterprise (MBE), a firm that is at least 51% managed and controlled by a minority, certified by a certifying agency within Illinois.
- _____ Women's Business Enterprise (WBE), a firm that is at least 51% managed and controlled by a woman, certified by a certifying agency within Illinois.
- _____ Disadvantaged Business Enterprise (DBE), a firm that is at least 51% managed and controlled by a disadvantaged, certified by a certifying agency within Illinois.
- _____ Evanston Based Enterprise (EBE), a firm located in Evanston for a minimum of one year and which performs a "commercially useful function".

Total proposed price of response \$ _____
Amount to be performed by a M/W/D/EBE \$ _____
Percentage of work to be performed by a M/W/D/EBE _____%

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

Name _____
Address _____
Phone Number _____
Signature of firm attesting to participation _____
Title and Date _____
Type of work to be performed _____

Please attach:

1. Proper certification documentation if applying as a M/W/D/EBE and check the appropriate box below. This M/W/D/EBE will be applying with documentation from:
 - Cook County State Certification
 - Federal Certification Women's Business Enterprise National Council
 - City of Chicago Chicago Minority Supplier Development Council

2. Attach business license if applying as an EBE

EXHIBIT E

M/W/D/EBE UTILIZATION SUMMARY REPORT

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

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

EXHIBIT F

M/W/D/EBE PARTICIPATION WAIVER REQUEST

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

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

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

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

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

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

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

_____ 3. No sub-contracting opportunities exist.

Please attach a written explanation of why sub-contracting is not feasible. Please provide details supporting your request.

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

Please attach a written explanation of why M/W/D/EBE participation is impracticable. Please provide details supporting your request.

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

Signature: _____
(Signature)

Date: _____

EXHIBIT G

Construction Contractors' Assistance Organizations (“Assist Agencies”) Form

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

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

EXHIBIT I

DISCLOSURE OF OWNERSHIP INTERESTS

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

APPLICANT NAME: _____

APPLICANT ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

APPLICANT is (**Check One**)

1. Corporation () 2. Partnership () 3. Sole Owner () 4. Association ()

5. Other () _____

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

SECTION I - CORPORATION

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

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

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

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

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

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

SECTION 3 - TRUSTS

3a. Trust number and institution.

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

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

SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

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

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

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

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

Date

Signature of Person Preparing Statement

Title

ATTEST: _____
Notary Public

(Notary Seal)

Commission Expires: _____

EXHIBIT J

ADDITIONAL INFORMATION SHEET

Bid/Proposal Name: _____

Bid/Proposal Number #: _____

Company Name: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Telephone/FAX: # _____

E-mail: _____

Comments: _____

EXHIBIT K

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

The undersigned, upon being first duly sworn, hereby certifies to the City of Evanston, Cook, County, Illinois, that all work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, 820 ILCS 130 *et seq*, and as amended by Public Acts 86-799 and 86-693 and our current city ordinance, 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 M

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 N

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 O

Contractor Services Agreement Acknowledgement Page

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

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

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

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

List exceptions in the area below:

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

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



CONTRACTOR SERVICES AGREEMENT

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

2026 MFT RESURFACING PROJECT

IDOT SECTION: 26-00305-00-RS

(BID #26-24)

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is entered into between the City of Evanston, an Illinois municipal corporation with offices located at 909 Davis Street, 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:

*Work on this project includes the **Resurfacing of various streets with minor utility repairs, ADA Ramps, concrete curb and sidewalk replacement and all incidental work including all materials and equipment. Bidders must be pre-qualified by Illinois Department of Transportation and present IDOT issued "certificate of Eligibility" with proposal.***

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

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

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

1 Services and Duties of the Contractor

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

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

any, from damage caused by operations under this Agreement. In addition, Contractor shall protect the work during normal and adverse weather conditions until the Project is complete and accepted by the City, or until the Contractor has fully completed its work under this Agreement. Contractor's obligations include, but are not limited to, placing and adequately maintaining at or about all locations of Project work, sufficient guards, barricades, lights, and enclosures to protect the Work.

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

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

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

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

1.7 The Contractor shall obtain prior approval from the City prior to sub-contracting with any entity or person to perform any of the work required under this Agreement. The Contractor may, upon request of the City, submit to the City a draft sub-contractor agreement for City review and approval prior to the execution of such an agreement. Any previously entered into sub-contractor agreement(s) are attached as Exhibit C. If the Contractor sub-contracts any of the

services to be performed under this Agreement, the sub-contractor agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent. The Contractor shall be responsible for the accuracy and quality of any sub-contractor's work.

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

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

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

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

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

1.12 The Contractor shall provide drawings of record, in the following 3 electronic formats for all locations where equipment has been installed and/or work has been performed. The

electronic formats required by this Section 1.12 are Auto Cad Version 2007, ArcView and PDF.

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

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

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

1.15 The Contract Documents for this Project consist of:

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

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

2 Standard Certifications

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

This section, and each subsection, applies to sub-contractors used on this Agreement.

Contractor shall include these Standard Certifications in any sub-contract used in the performance of the Agreement.

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

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

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

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

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

2.3 In the event of the Contractor's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared non-responsible and therefore ineligible for future contracts or 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 5/2-105 *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 RFP/RFQ/Bid for this Project. The City shall not compensate Contractor for work that is more difficult than the contract sum specified in its Response would reflect. Delays to minor portions of the Work will not be eligible for extensions of time.

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

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

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

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

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

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

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

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

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

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

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

Contractor's Initials: _____

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

4 Bonds

4.1 Before the Scheduled Construction Commencement Date, the Contractor is required to furnish unconditional performance and payment bonds in the amount of 100% of the Compensation as security for the faithful performance and completion of all the Contractor's obligations under the Contract Documents and covering the payment of all materials used in the performance of this Agreement and for all labor and services performed under this Agreement. All Bonds shall be issued on a form acceptable to the City. The bonds must be for the entire term of the Agreement. Failure to provide these bonds shall constitute a breach of Contractor's obligations under this Agreement. Each surety providing the Bonds must have a Best's rating not less than A/X and be licensed in Illinois and shall be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 as published in the Federal Register and available on the website of the U.S. Department of the Treasury, Financial Management Service, at www.fms.treas.gov/c570/c570.html. 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 Twenty Five dollars (\$1425.00) per day**. Contractor shall reimburse the City for all costs, expenses and fees (including, without limitation, attorneys' fees), if any, paid by the City in connection with such written demand by City. Contractor stipulates and agrees that the sums payable by Contractor under this Section are reasonable under the circumstances existing as of the execution of this Agreement. This Section 5.1 is not intended to limit any direct damages that may be recoverable by City related to the Contractor's failure to complete the Work in accordance with this Agreement. There shall be no early completion bonus if the Work is completed before the substantial completion date. The City, at its option, may withhold liquidated damages from progress payments payable to Contractor before the substantial completion date.

6 The City's Responsibilities

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

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

7 Period of Service

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

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

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

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

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

8 Payment for Services and Reimbursements

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

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

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

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

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

were performed in compliance with the terms of the Agreement. The Affidavit and all final lien waivers shall be on a form acceptable to the City.

8.6 All Project invoices shall be sent to:

City of Evanston
Sat Nagar P.E. Senior Project Manager
[Public Works Agency/ Capital Planning & Engineering]
909 Davis Street
Evanston, Illinois 60201

9 Notice and Cure/Termination

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

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

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

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

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

9.3 Within thirty (30) days of termination of this Agreement, the Contractor shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCAD Version 2007, ArcView, PDF, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Work herein. Upon receipt of said items, the

Contractor shall be paid for labor and expenses incurred to the date of termination as provided in Section 8.2. This Agreement is subject to termination by either party if either party is restrained by a state or federal court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations through the date of termination. No lien shall be filed by the Contractor in the event of a termination of this Agreement by the City.

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

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

10 Insurance

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

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

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

The policies and the Additional Insured endorsement must be delivered to the City within two (2) weeks of the request. All insurance policies shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of not less than A-

VII according to the A.M. Best Company. Should any of the insurance policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the City. The Contractor shall require and verify that all sub-contractors maintain insurance meeting all of the requirements stated herein.

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

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

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

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

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

11 Indemnification

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

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

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

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

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

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

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

12 Drawings and Documents

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

12.2 The Contractor and its sub-contractor shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this

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

13 Successors and Assigns

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

14 Force Majeure

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

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

If a delay is caused by any of the *force majeure* circumstances set forth above, the time

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

15 Amendments and Modifications

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

16 Standard of Care & Warranty

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

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

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

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

16.5 Contractor guarantees and warrants to the City that:

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

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

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

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

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

17 Savings Clause

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

18 Non-Waiver of Rights

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

19 Entire Agreement

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

party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of *contra proferentem* shall not apply.

20 Governing Law

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

21 Ownership of Contract Documents

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

22 Notice

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

City of Evanston Project Manager, RFQ/RFP/Bid _____
909 Davis Street
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

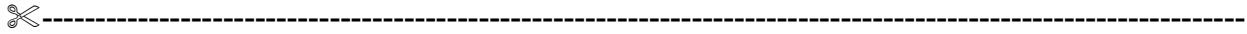
Its: Corporation Counsel

Revision: April 2021

EXHIBIT 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, 909 Davis Street, 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.

Cook County Prevailing Wage Rates posted on 3/2/2026

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		51.40	52.40	1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00
ASBESTOS ABT-MEC	All	BLD		42.02	45.38	1.5	1.5	2.0	2.0	16.44	16.64	0.00	0.92		3.37	6.73
BOILERMAKER	All	BLD		58.91	64.21	2.0	2.0	2.0	2.0	7.07	27.02	0.00	3.69	2.31	0.00	39.30
BRICK MASON	All	BLD		53.06	58.37	1.5	1.5	2.0	2.0	12.95	26.26	0.00	1.57	0.00	4.23	8.45
CARPENTER	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.26	2.61	1.04		0.00	0.00
CEMENT MASON	All	ALL		53.10	55.10	2.0	1.5	2.0	2.0	18.43	24.00	0.00	1.25		2.50	5.00
CERAMIC TILE FINISHER	All	BLD		49.09	49.09	1.5	1.5	2.0	2.0	13.25	17.61	0.00	1.37	0.00	5.57	11.14
CERAMIC TILE LAYER	All	BLD		57.04	62.04	1.5	1.5	2.0	2.0	13.25	21.60	0.00	1.50	0.00	7.63	15.26
COMMUNICATION ELECTRICIAN	All	BLD		51.14	56.25	1.5	1.5	2.0	2.0	16.70	14.48	1.40	1.27	0.10	0.00	0.00
CONCRETE SPECIALIST	All	BLD		51.81	58.21	1.5	1.5	2.0	2.0	12.95	27.56	0.00	1.57	0.00	4.88	9.75
CONCRETE SPECIALIST WELDER	All	BLD		54.40	58.21	1.5	1.5	2.0	2.0	12.95	27.56	0.00	1.57	0.00	4.88	9.75
ELECTRIC PWR EQMT OP	All	ALL		64.58	70.87	1.5	1.5	2.0	2.0	12.99	22.45	0.00	3.66	0.00	0.00	0.00
ELECTRIC PWR GRNDMAN	All	ALL		50.37	70.87	1.5	1.5	2.0	2.0	10.13	17.51	0.00	2.85	0.00	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		64.58	70.87	1.5	1.5	2.0	2.0	12.99	22.45	0.00	3.66	0.00	0.00	0.00
ELECTRICIAN	All	ALL		57.75	63.53	1.5	1.5	2.0	2.0	19.34	21.13	1.60	1.87	0.30	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		70.68	79.52	2.0	2.0	2.0	2.0	16.28	21.36	5.65	0.80		0.00	0.00
FENCE ERECTOR	All	ALL		52.25	54.75	1.5	1.5	2.0	2.0	14.29	19.02	0.00	1.00	0.00	0.00	0.00
GLAZIER	All	BLD		53.55	55.05	1.5	2.0	2.0	2.0	16.04	26.64	0.00	2.30	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		56.02	59.38	1.5	1.5	2.0	2.0	16.44	19.88	0.00	0.92		4.99	9.97
IRON WORKER	All	ALL		62.46	65.96	2.0	2.0	2.0	2.0	19.05	27.04	0.00	0.49	0.00	0.00	0.00
LABORER	All	ALL		51.40	52.15	1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00
LATHER	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.26	2.61	1.04		0.00	0.00
MACHINIST	All	BLD		60.39	64.39	1.5	1.5	2.0	2.0	11.43	9.95	1.85	1.47	0.00	0.00	0.00
MARBLE FINISHER	All	ALL		40.21	54.60	1.5	1.5	2.0	2.0	12.95	23.81	0.00	0.98	0.00	3.00	6.00
MARBLE SETTER	All	BLD		52.00	57.20	1.5	1.5	2.0	2.0	12.95	25.57	0.00	1.25	0.00	3.88	7.76
MATERIAL TESTER I	All	ALL		41.40		1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00

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MATERIALS TESTER II	All	ALL		46.40		1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00
MILLWRIGHT	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.26	2.61	1.04		0.00	0.00
OPERATING ENGINEER	All	BLD	1	64.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	2	63.50	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	3	60.95	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	4	59.20	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	5	68.55	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	6	65.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	7	67.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	1	73.95	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	2	72.45	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	3	67.95	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	4	63.45	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	5	75.45	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	6	63.45	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	1	63.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	2	62.45	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	3	60.40	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	4	59.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	5	57.80	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	6	66.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	7	64.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		59.26	62.76	2.0	2.0	2.0	2.0	14.86	27.70	0.00	2.25	0.00	0.00	0.00
PAINTER	All	ALL		54.30	61.09	1.5	1.5	1.5	2.0	16.26	17.59	0.00	1.86	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		48.16	54.11	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIIVER	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.26	2.61	1.04		0.00	0.00
PIPEFITTER	All	BLD		58.50	61.50	1.5	1.5	2.0	2.0	15.15	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		51.10	54.17	1.5	1.5	2.0	2.0	18.43	22.10	0.00	1.25	0.00	0.00	0.00
PLUMBER	All	BLD		60.50	64.15	1.5	1.5	2.0	2.0	19.10	17.94	0.00	1.98		0.00	0.00

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ROOFER	All	BLD		52.00	57.00	1.5	1.5	2.0	2.0	12.80	18.19	0.00	1.14	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		54.58	58.95	1.5	1.5	2.0	2.0	15.88	28.92	0.00	1.20	0.00	0.00	0.00
SIGN HANGER	All	BLD		37.62	40.63	1.5	1.5	2.0	2.0	7.85	4.90	0.00	0.00	0.00	0.00	0.00
SPRINKLER FITTER	All	BLD		63.20	65.95	1.5	1.5	2.0	2.0	15.45	19.95	0.00	1.15	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		62.46	65.96	2.0	2.0	2.0	2.0	19.05	27.04	0.00	0.49	0.00	0.00	0.00
STONE MASON	All	BLD		53.06	58.37	1.5	1.5	2.0	2.0	12.95	26.26	0.00	1.57	0.00	4.23	8.45
SURVEY WORKER	All	BLD		58.45	59.45	1.5	1.5	2.0	2.0	19.10	14.40	0.00	1.59		0.00	0.00
SURVEY WORKER	All	HWY		58.45	59.45	1.5	1.5	2.0	2.0	19.10	14.40	0.00	1.59		0.00	0.00
TERRAZZO FINISHER	All	BLD		51.44	51.44	1.5	1.5	2.0	2.0	13.25	18.87	0.00	1.41	0.00	4.45	8.89
TERRAZZO MECHANIC	All	BLD		55.35	58.85	1.5	1.5	2.0	2.0	13.25	20.26	0.00	1.46	0.00	4.70	9.39
TRAFFIC SAFETY WORKER I	All	HWY		43.40	45.40	1.5	1.5	2.0	2.0	10.08	10.08	0.00	1.05	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		44.40	46.40	1.5	1.5	2.0	2.0	10.08	10.08	0.00	1.05	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	1	45.55	46.20	1.5	1.5	2.0	2.0	13.35	16.09	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	2	45.80	46.20	1.5	1.5	2.0	2.0	13.35	16.09	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	3	46.00	46.20	1.5	1.5	2.0	2.0	13.35	16.09	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	4	46.20	46.20	1.5	1.5	2.0	2.0	13.35	16.09	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	1	44.83	45.38	1.5	1.5	2.0	2.0	12.20	16.61	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	2	44.98	45.38	1.5	1.5	2.0	2.0	12.20	16.61	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	3	45.18	45.38	1.5	1.5	2.0	2.0	12.20	16.61	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	4	45.38	45.38	1.5	1.5	2.0	2.0	12.20	16.61	0.00	0.30	0.00	0.00	0.00
TUCKPOINTER	All	BLD		52.53	53.53	1.5	1.5	2.0	2.0	11.05	23.16	0.00	1.46	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

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H/W Health/Welfare benefit

Vac Vacation

Trng Training

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

Explanations COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, 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

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Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

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

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Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S

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Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

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

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

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

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

Class 5. Friction or Lattice Boom Cranes.

Cook County Prevailing Wage Rates posted on 3/2/2026

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

TERRAZZO FINISHER

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

TRAFFIC SAFETY Worker I

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

TRAFFIC SAFETY WORKER II

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

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

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

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnpulls or Turntrailers 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

Cook County Prevailing Wage Rates posted on 3/2/2026

Turntrailers or turnpulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

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

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

Cook County Prevailing Wage Rates posted on 3/2/2026

City of Evanston has partnered with **Euna OpenBids** – an online network connecting local governments with suppliers across the nation. Euna OpenBids is open and accessible to all businesses. Euna OpenBids gives you instant access to RFPs, bids, quotes, and other opportunities with City of Evanston.

By registering for a complimentary account with Euna OpenBids, you get Instant Access to bids for City of Evanston. Your free Euna OpenBids account provides:

- **Instant** access to all bid and quotes for City of Evanston
- **Automatic** notifications from City of Evanston right to your inbox
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place.

It's Easy! Get started in 4 easy steps.

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Email Address

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Create your OpenBids account

Sign In

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STEP 1

CHOOSE YOUR FREE AGENCY

Type "City of Evanston" in the Search Box, select the agency, then click "Next".

1 of 4: Choose your free agency

A great way to find out about new opportunities on OpenBids is to subscribe to a government agency. To get started, please choose your first (free!) agency. You'll have a chance to sign up for more in just a moment.

Search by Agency Name

State

County

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York County Purchasing

STEP 2

CHOOSE COMMODITY CODES

Get notifications – ones that are relevant to your business by describing what you offer via “commodity codes”

2 of 4: Refine Bid Notifications

What are commodity codes?

OpenBids commodity codes are how we categorize goods and services for government procurement. When you choose commodity codes, OpenBids uses them to match what your company provides to what governments in your subscription need, helping you find the best bids and quotes to bid on.

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STEP 3

CHOOSE MORE NOTIFICATIONS

Click “Continue without Adding Subscriptions” to proceed to City of Evanston specifically. Or, if you’d like to get notifications when other governments near you post a relevant solicitation, you can select any combination of our county, state or national plans on this page.

3 of 4: Choose Subscriptions

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Please select a state to begin

State

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STEP 4

COMPLETE YOUR PROFILE

Enter your contact and company information and Click “Finish Registration”. You’ll receive an email to set up your password.

You’re done!

4 of 4: Complete your profile

We've saved your selections. Now that you've set up your subscriptions on OpenBids, tell us a little bit more about yourself.

Your contact information

First Name

Last Name

Phone Number

Your company information

Company Phone Number

**STATE OF ILLINOIS
City of Evanston**

CONTRACT SPECIFICATIONS

**For
2026 MFT Street Resurfacing Project**

**IDOT Section No. 26-00305-00-RS
Evanston Bid Number: 26-24**

CITY OF EVANSTON

**2026 MFT Street Resurfacing Project
IDOT Section No. 26-00305-00-RS
Evanston Bid Number: 26-24**

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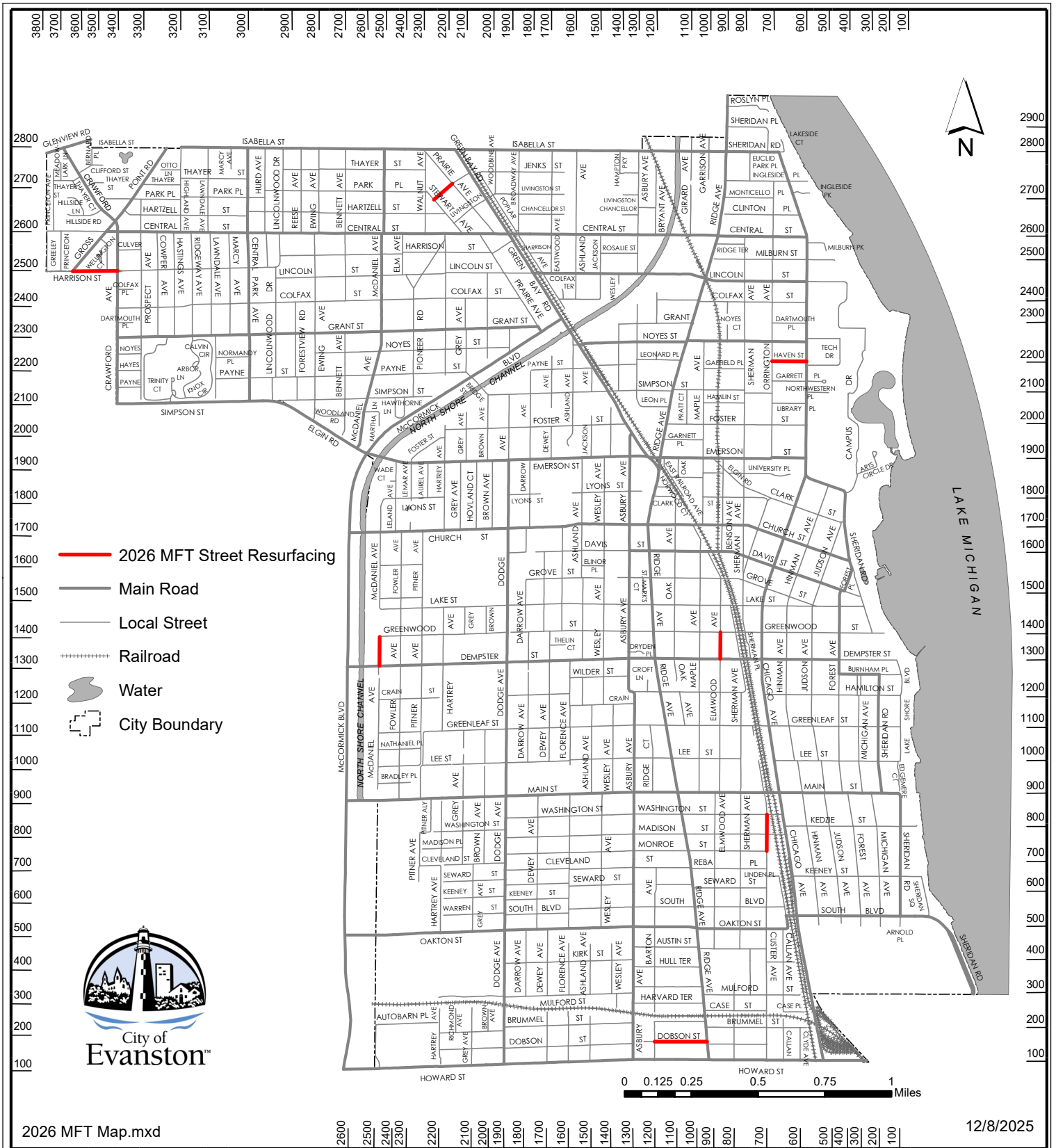
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EVANSTON FIBER NETWORK MAP.....

IDOT HIGHWAY STANDARDS

LOCAL QUALITY ASSURANCE/ QUALITY MANAGEMENT QC/QA

2026 MFT Street Resurfacing



This map is provided "as is" without warranties of any kind. See www.cityofevanston.org/mapdisclaimers.html for more information.

2026 MFT Street Resurfacing Project

Street	Average Width	Length	REMARKS
Custer (Monroe to Washington)	43	800	Local
Dobson (Barton to Ridge)	26	990	Local
Elmwood (Dempster to Greenwood)	35	482	Local
Harrison (Gross Point to Crawford)	34	800	Local
Haven (Orrington to Sheridan)	20	608	Local
Jenks (Stewart to Prairie)	22	430	Local
McDaniel (Dempster to Greenwood)	27	567	Local

Supplemental Specifications and Recurring Special Provisions

Adopted January 1, 2026



Illinois Department of Transportation

INTRODUCTION

This book contains a copy of SUPPLEMENTAL SPECIFICATIONS and frequently used RECURRING SPECIAL PROVISIONS.

The SUPPLEMENTAL SPECIFICATIONS included herein supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022. The SUPPLEMENTAL SPECIFICATIONS are applicable to, and included by reference in, all contracts advertised and awarded by the Department.

The frequently used RECURRING SPECIAL PROVISIONS included herein may be included, by reference, in selected contracts advertised and awarded by the Department.

Bidding proposals issued by the Department may contain a "Check Sheet for Recurring Special Provisions" which specifies the RECURRING SPECIAL PROVISIONS applicable to and included in contracts by reference.

The units of measure used shall correspond to the units used in the contract.

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2026

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction
(Adopted 1-1-22) (Revised 1-1-26)

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State of Illinois
Department of Transportation

ERRATA
STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

Adopted: January 1, 2022

Revised: January 1, 2026

- Page viii Table of Contents. Change “SECTION 586. SAND BACKFILL FOR VAULTED ABUTMENTS” to “SECTION 586. GRANULAR BACKFILL FOR STRUCTURES”.
- Page 2 Article 101.01. In the list of abbreviations, add the following after “OSHA”:
“Product Eval “Product Evaluation and Audit Solutions”
& Audit”
- Page 170 Article 352.18(b)(3). Change “unstable and/or unsuitable material” to “unsuitable material”.
- Page 170 Article 352.18(b)(4). Change “unstable and/or unsuitable material” to “unsuitable material”.
- Page 170 Article 352.19(c). Change “unstable and/or unsuitable material” to “unsuitable material”.
- Page 170 Article 352.19(d). Change “unstable and/or unsuitable material” to “unsuitable material”.
- Page 267 Article 441.04. In Note 1/, change “unstable” to “unsuitable”.
- Page 269 Article 441.05. In the last paragraph, change “Unsuitable or unstable material” to “Unsuitable material”.
- Page 270 Article 441.10. In the second paragraph, change “unstable” to “unsuitable”.
- Page 273 Article 442.05. In the fourth paragraph, change “unsuitable and unstable materials” to “unsuitable materials”.
- Page 282 Article 442.08(b). Change “Articles 1030.05(d)(3), (d)(4), and (d)(7).” to “Articles 1030.09(b), 1030.09(c), and 1030.09(f).”
- Page 308 Article 502.12(b). In the last sentence of the first paragraph, change “unstable and/or unsuitable material” to “unsuitable material”.
- Page 310 Article 502.13. In the first sentence of the fourth paragraph, change “unstable and/or unsuitable material” to “unsuitable material”.

- Page 310 Article 502.13. In the second sentence of the fourth paragraph, change “unstable and/or unsuitable material” to “unsuitable material”.
- Page 444 Article 522.15(b). In the eighteenth paragraph, change “unstable and/or unsuitable material” to “disposal of unsuitable material”.
- Page 446 Article 522.16. In the sixteenth paragraph, change “unstable and/or unsuitable material” to “unsuitable material”.
- Page 450 Article 540.07(b). In the last paragraph, change “unstable and/or unsuitable material” to “unsuitable material”.
- Page 450 Article 540.08. In the last paragraph, change “unstable and/or unsuitable material” to “unsuitable material”.
- Page 599 Section 672. In the section title, change “AVANDONED” to “ABANDONED”.
- Page 654 Article 780.04. In the sixth paragraph, change “Article 780.14” to “Article 780.15”.
- Page 656 Article 780.08. In the last sentence of the 3rd paragraph, change “Contractor shall not install” to “Contractor shall install.”
- Page 699 Article 818.02(b). In the Article/Section reference, change “1066.03(a)(3)” to “1066.03(b)”.
- Page 749 Article 1001.01(d)(1). Change “maximum final set” to “minimum final set”.
- Page 780 Article 1006.06(b). In the last sentence, change “AASHTO ASTM A 775 (A 775M)” to “ASTM A 775 (A 775M)”.
- Page 788 Article 1006.25. In the third paragraph, change “NTPEP” to “AASHTO Product Eval & Audit”.
- Page 805 Article 1008.05. In the first sentence of the second paragraph, change “National Transportation Product Evaluation Program (NTPEP)” to “AASHTO Product Eval & Audit”.
- Page 805 Article 1008.05. In the second sentence of the second paragraph, change “NTPEP” to “AASHTO Product Eval & Audit”.
- Page 806 Article 1008.05(b). In the Article title, change “NTPEP” to “AASHTO Product Eval & Audit”.
- Page 808 Article 1008.05(f)(1). In the first sentence, change “NTPEP” to “AASHTO Product Eval & Audit”.
- Page 817 Section 1018. In the section title, change “MORTOR” to “MORTAR”.

- Page 869 Article 1030.01. In the last sentence of the second paragraph, change “specificly” to “specifically”.
- Page 891 Article 1030.09(e)(1). In the sixth line of the first paragraph, change “contine” to “continue”.
- Page 894 Article 1030.09(i). In the second to last paragraph, change “aggegate” to “aggregate”.
- Page 919 Article 1040.04(a). In the first sentence, change “NTPEP” to “AASHTO Product Eval & Audit”.
- Page 919 Article 1040.04(b). In the first sentence, change “NTPEP” to “AASHTO Product Eval & Audit”.
- Page 951 Article 1062.02. Change the Article title from “1062.02 Lighting Protection” to “1065.02 Lighting Protection”.
- Page 1034 Article 1080.01(a)(3). In Note 2/, change “NTPEP” to “AASHTO Product Eval & Audit”.
- Page 1035 Article 1080.02. In Note 1/, change “NTPEP” to “AASHTO Product Eval & Audit”.
- Page 1035 Article 1080.02. In Note 2/, change all “NTPEP” to “AASHTO Product Eval & Audit”.
- Page 1036 Article 1080.03. In Note 1/, change all “NTPEP” to “AASHTO Product Eval & Audit”.
- Page 1036 Article 1080.04. In the fourth sentence of the first paragraph, change “NTPEP” to “AASHTO Product Eval & Audit”.
- Page 1036 Article 1080.04. In the fifth sentence of the first paragraph, change “NTPEP” to “AASHTO Product Eval & Audit”.
- Page 1037 Article 1080.05. In Note 1/, change all “NTPEP” to “AASHTO Product Eval & Audit”.
- Page 1039 Article 1080.06(d). In Note 1/, change “NTPEP” to “AASHTO Product Eval & Audit”.
- Page 1060 Article 1083.01. In the second sentence of the first paragraph, change “NTPEP” to “AASHTO Product Eval & Audit”.

State of Illinois
Department of Transportation

SUPPLEMENTAL SPECIFICATION
FOR
SECTION 109. MEASUREMENT AND PAYMENT

This Supplemental Specification amends the provisions of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

109.07 Partial Payments. Revise the last sentence of the first paragraph in Article 109.07(a) to read:

“No amount equal to or less than \$100.00 will be approved for payment other than the final payment.”

State of Illinois
Department of Transportation

SUPPLEMENTAL SPECIFICATION
FOR
SECTION 202. EARTH AND ROCK EXCAVATION

This Supplemental Specification amends the provisions of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

202.07 Method of Measurement. Revise the first and second paragraphs of Article 202.07(b) to read:

- “(b) Measured Quantities. Earth and rock excavation will be measured in cubic yards (cubic meters) in their original positions. The volumes will be computed by the method of average end areas using before and after cross sections; or by the method of digital elevation modeling using before and after digital surveys. The volume of any unsuitable material removed will be measured for payment in cubic yards (cubic meters).

In rock excavation, the Contractor shall strip ledge rock of overburden so that necessary survey shots for measurement may be taken. Vertical measurements shall extend from the surface of the rock to an elevation not more than 6 in. (150 mm) below the subgrade of the proposed pavement, as shown on the plans, or to the bottom of the rock where that point is above the bottom of subgrade of the proposed pavement. Horizontal measurements shall extend not more than 6 in. (150 mm) beyond the slope lines fixed by the Engineer for the work. Boulders and rocks 1/2 cu yd (0.5 cu m) or more in volume will be measured individually and the volume computed from average dimensions taken in three directions.”

State of Illinois
Department of Transportation

SUPPLEMENTAL SPECIFICATION
FOR
SECTION 204. BORROW AND FURNISHED EXCAVATION

This Supplemental Specification amends the provisions of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

204.07 Method of Measurement. Revise the first paragraph of this Article to read:

“204.07 Method of Measurement. Borrow excavation will be measured in cubic yards (cubic meters) in its original position. The volume will be computed by the method of average end areas using before and after cross sections; or by the method of digital elevation modeling using before and after digital surveys.”

Revise the embankment definition in Article 204.07(b) to read:

“Embankment = the volume of fill in its final position computed by the method of average end areas or digital elevation modeling. Both methods will be based upon the existing ground line as shown on the plans, except as noted in (1) and (2) below;”

State of Illinois
Department of Transportation

SUPPLEMENTAL SPECIFICATION
FOR
SECTION 207. POROUS GRANULAR EMBANKMENT

This Supplemental Specification amends the provisions of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

207.04 Method of Measurement. Revise this Article to read:

“**207.04 Method of Measurement.** This work will be measured for payment in tons (metric tons) according to Article 311.08(b), or in cubic yards (cubic meters) compacted in place and the volume computed by the method of average end areas or by digital elevation modeling.”

State of Illinois
Department of Transportation

SUPPLEMENTAL SPECIFICATION
FOR
SECTION 211. TOPSOIL AND COMPOST

This Supplemental Specification amends the provisions of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

211.07 Method of Measurement. Revise the second sentence of the second paragraph of Article 211.07(b) to read:

“The volume will be computed by the method of average end areas or by digital elevation modeling.”

State of Illinois
Department of Transportation

SUPPLEMENTAL SPECIFICATION
FOR
SECTION 406. HOT-MIX ASPHALT BINDER AND SURFACE COURSE

This Supplemental Specification amends the provisions of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

406.03 Equipment. Add the following to this Article.

“(n) Material Transfer Device 1102.02”

406.06 Placing. Add the following to the end of Article 406.06(f).

“When required, a material transfer device (MTD) shall be used to transfer the HMA from the haul trucks to the spreading and finishing machine. The particular HMA mixtures for which an MTD is required will be specified in the plans. When not required, an MTD may still be used at the Contractor's option, subject to the requirements and restrictions herein. Use of MTDs shall be according to the following.

MTD Category	Usage
Category I	Any resurfacing application Full-Depth HMA where the in-place binder thickness is ≥ 10 in. (250 mm)
Category II	Full-Depth HMA where the in-place binder thickness is < 10 in. (250 mm)

Category I MTD's will only be allowed to travel over structures under the following conditions:

- (1) Approval will be given by the Engineer.
- (2) The MTD shall be emptied of HMA material prior to crossing the structure and shall travel at crawl speed across the structure.
- (3) The tires of the MTD shall travel on or in close proximity and parallel to the beam and/or girder lines of the structure.”

406.13 Method of Measurement. Add the following to the end of Article 406.13(b).

“The required use of an MTD will be measured for payment in tons (metric tons) of the HMA mixtures placed with the MTD. The use of an MTD at the Contractor's option will not be measured for payment.”

406.14 Basis of Payment. Add the following between the second and third paragraphs of this Article.

“The required use of an MTD will be paid for at the contract unit price per ton (metric ton) for MATERIAL TRANSFER DEVICE. The HMA mixtures placed with the MTD will be paid for separately according to their respective specifications.”

State of Illinois
Department of Transportation

SUPPLEMENTAL SPECIFICATION
FOR
SECTION 407. HOT-MIX ASPHALT PAVEMENT (FULL DEPTH)

This Supplemental Specification amends the provisions of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

407.12 Basis of Payment. Revise the second and third paragraphs of this Article to read:

“Tack coat, full lane sealant (FLS), and longitudinal joint sealant (LJS) will be paid for according to Article 406.14.”

State of Illinois
Department of Transportation

SUPPLEMENTAL SPECIFICATION
FOR
SECTION 420. PORTLAND CEMENT CONCRETE PAVEMENT

This Supplemental Specification amends the provisions of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

420.05 Joints. Revise the table in Article 420.05(c)(2)b.1.(c.) to read:

"Pavement Thickness	Dowel Bar Diameter	Vertical Translation Tolerance Above or Below Midpoint
≤ 8 in. (≤ 200 mm)	1.00 in. (25 mm)	0.25 in. (6 mm)
> 8 to < 10 in. (> 200 to < 250 mm)	1.25 in. (31 mm)	0.50 in. (13 mm)
≥ 10 in. (≥ 250 mm)	1.50 in. (38 mm)	0.50 in. (13 mm)"

State of Illinois
Department of Transportation

SUPPLEMENTAL SPECIFICATION
FOR
SECTION 502. EXCAVATION FOR STRUCTURES

This Supplemental Specification amends the provisions of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

502.12 Method of Measurement. Revise Article 502.12(b)(1) to read:

- “(1) General. Rock excavation will be measured for payment in its original position and the volume in cubic yards (cubic meters) computed by the method of average end areas or by digital elevation modeling.”

State of Illinois
Department of Transportation

SUPPLEMENTAL SPECIFICATION
FOR
SECTION 504. PRECAST CONCRETE STRUCTURES

This Supplemental Specification amends the provisions of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

504.06 Precast, Prestressed Concrete Members. Revise the first paragraph of this Article to read:

- “(g) Bond Breaker. After the beams have been erected at the job site and just prior to installation of the bridge deck reinforcement, portions of the top surface of the beams identified on the plans shall have bond breaker applied.”

State of Illinois
Department of Transportation

SUPPLEMENTAL SPECIFICATION
FOR
SECTION 550. STORM SEWERS

This Supplemental Specification amends the provisions of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

550.03 Material Permitted. Replace the storm sewer tables of this Article with the following:

(SEE TABLES ON NEXT 6 PAGES)

"STORM SEWERS KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE																
Nominal Diameter (in.)	Type 1							Type 2								
	Fill Height: ≤ 3' with 1' min.							Fill Height: > 3' to 10'								
	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP
10	NA	3	X	X	PQSS	X	PQSS	NA	NA	1	*X	X	PQSS	X	PQSS	NA
12	IV	NA	X	X	PQSS	X	PQSS	PQSS	II	1	*X	X	PQSS	X	PQSS	PQSS
15	IV	NA	NA	X	PQSS	NA	PQSS	PQSS	II	1	*X	X	PQSS	NA	PQSS	PQSS
18	IV	NA	NA	X	PQSS	X	PQSS	PQSS	II	2	X	X	PQSS	X	PQSS	PQSS
21	III	NA	NA	X	PQSS	NA	PQSS	NA	II	2	X	X	PQSS	NA	PQSS	NA
24	III	NA	NA	X	PQSS	X	PQSS	PQSS	II	2	X	X	PQSS	X	PQSS	PQSS
27	III	NA	NA	X	NA	NA	NA	NA	II	3	X	X	NA	NA	NA	NA
30	IV	NA	NA	X	PQSS	X	PQSS	PQSS	II	3	X	X	PQSS	X	PQSS	PQSS
33	III	NA	NA	NA	NA	NA	NA	NA	II	NA	X	NA	NA	NA	NA	NA
36	III	NA	NA	X	PQSS	X	PQSS	PQSS	II	NA	X	X	PQSS	X	PQSS	PQSS
42	II	NA	X	X	NA	X	PQSS	PQSS	II	NA	X	X	NA	X	PQSS	PQSS
48	II	NA	X	X	NA	X	PQSS	PQSS	II	NA	X	X	NA	X	PQSS	PQSS
54	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
60	II	NA	NA	NA	NA	NA	PQSS	PQSS	II	NA	NA	NA	NA	NA	PQSS	PQSS
66	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
72	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
78	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
84	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
90	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
96	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
102	II	NA	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA
108	II	NA	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA
RCCP	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe															
CSP	Concrete Sewer, Storm drain, and Culvert Pipe (number in column indicates strength class)															
ESCP	Extra Strength Clay Pipe															
PVC	Polyvinyl Chloride Pipe															
CPVC	Corrugated Polyvinyl Chloride Pipe with a Smooth Interior															
PE	Polyethylene Pipe															
CPE	Corrugated Polyethylene Pipe with a Smooth Interior															
CPP	Corrugated Polypropylene Pipe with a Smooth Interior															
X	Permitted															
PQSS	Permitted for the producers approved for that diameter in the Department's Prequalified Structural System list															
NA	Not Acceptable															
*	May also use Standard Strength Clay Pipe															

STORM SEWERS (metric)																
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE																
Nominal Diameter (mm)	Type 2															
	Type 1							Type 2								
	Fill Height: ≤ 1 m with 300 mm min.							Fill Height: > 1 m to 3 m								
	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP
250	NA	3	X	X	PQSS	X	PQSS	NA	NA	1	*X	X	X	X	PQSS	NA
300	IV	NA	X	X	PQSS	X	PQSS	PQSS	II	1	*X	X	PQSS	X	PQSS	PQSS
375	IV	NA	NA	X	PQSS	NA	PQSS	PQSS	II	1	*X	X	PQSS	NA	PQSS	PQSS
450	IV	NA	NA	X	PQSS	X	PQSS	PQSS	II	2	X	X	PQSS	X	PQSS	PQSS
525	III	NA	NA	X	PQSS	NA	PQSS	NA	II	2	X	X	PQSS	NA	PQSS	NA
600	III	NA	NA	X	PQSS	X	PQSS	PQSS	II	2	X	X	PQSS	X	PQSS	PQSS
675	III	NA	NA	NA	NA	NA	NA	NA	II	3	X	X	NA	NA	NA	NA
750	IV	NA	NA	X	PQSS	X	PQSS	PQSS	II	3	X	X	X	X	PQSS	PQSS
825	III	NA	NA	NA	NA	NA	NA	NA	II	3	X	X	NA	NA	NA	NA
900	III	NA	NA	X	PQSS	X	PQSS	PQSS	II	NA	X	X	PQSS	X	PQSS	PQSS
1050	II	NA	X	X	NA	X	PQSS	PQSS	II	NA	X	X	NA	X	PQSS	PQSS
1200	II	NA	X	X	NA	X	PQSS	PQSS	II	NA	X	X	NA	X	PQSS	PQSS
1350	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
1500	II	NA	NA	NA	NA	NA	NA	PQSS	II	NA	NA	NA	NA	NA	PQSS	PQSS
1650	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
1800	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
1950	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
2100	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
2250	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
2400	II	NA	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA
2550	II	NA	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA
2700	II	NA	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA
RCCP	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe															
CSP	Concrete Sewer, Storm drain, and Culvert Pipe (number in column indicates strength class)															
ESCP	Extra Strength Clay Pipe															
PVC	Polyvinyl Chloride Pipe															
CPVC	Corrugated Polyvinyl Chloride Pipe with a Smooth Interior															
PE	Polyethylene Pipe															
CPE	Corrugated Polyethylene Pipe with a Smooth Interior															
CPP	Corrugated Polypropylene Pipe with a Smooth Interior															
X	Permitted															
PQSS	Permitted for the producers approved for that diameter in the Department's Prequalified Structural System list															
NA	Not Acceptable															
*	May also use Standard Strength Clay Pipe															

STORM SEWERS																
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED																
FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE																
Nominal Diameter (in.)	Type 3							Type 4								
	Fill Height: > 10' to 15'							Fill Height: > 15' to 20'								
	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP
10	NA	2	X	X	PGSS	X	PGSS	NA	NA	3	X	X	PGSS	X	PGSS	NA
12	III	2	X	X	PGSS	X	PGSS	PGSS	IV	NA	NA	X	PGSS	X	PGSS	PGSS
15	III	3	X	X	PGSS	NA	PGSS	PGSS	IV	NA	NA	X	PGSS	NA	PGSS	PGSS
18	III	NA	X	X	PGSS	X	PGSS	PGSS	IV	NA	NA	X	PGSS	X	PGSS	PGSS
21	III	NA	NA	X	PGSS	NA	PGSS	NA	IV	NA	NA	X	PGSS	NA	NA	NA
24	III	NA	NA	X	PGSS	X	PGSS	PGSS	IV	NA	NA	X	PGSS	X	NA	PGSS
27	III	NA	NA	X	NA	NA	NA	NA	IV	NA	NA	X	NA	NA	NA	NA
30	III	NA	NA	X	PGSS	X	PGSS	PGSS	IV	NA	NA	X	PGSS	X	NA	PGSS
33	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
36	III	NA	NA	NA	PGSS	X	PGSS	PGSS	IV	NA	NA	X	PGSS	X	NA	PGSS
42	III	NA	NA	X	NA	X	NA	PGSS	IV	NA	NA	X	NA	X	NA	NA
48	III	NA	NA	NA	NA	X	NA	PGSS	IV	NA	NA	X	NA	X	NA	NA
54	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
60	III	NA	NA	NA	NA	NA	NA	PGSS	IV	NA	NA	NA	NA	NA	NA	NA
66	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
72	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
78	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
84	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
90	III	NA	NA	NA	NA	NA	NA	NA	IV	1680	NA	NA	NA	NA	NA	NA
96	III	NA	NA	NA	NA	NA	NA	NA	1690	NA	NA	NA	NA	NA	NA	NA
102	III	NA	NA	NA	NA	NA	NA	NA	1700	NA	NA	NA	NA	NA	NA	NA
108	1360	NA	NA	NA	NA	NA	NA	NA	1710	NA	NA	NA	NA	NA	NA	NA
RCCP	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe (RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 0.01 in crack.)															
CSP	Concrete Sewer, Storm drain, and Culvert Pipe (number in column indicates strength class)															
ESCP	Extra Strength Clay Pipe															
PVC	Polyvinyl Chloride Pipe															
CPVC	Corrugated Polyvinyl Chloride Pipe with a Smooth Interior															
PE	Polyethylene Pipe															
CPE	Corrugated Polyethylene Pipe with a Smooth Interior															
CPP	Corrugated Polypropylene Pipe with a Smooth Interior															
X	Permitted															
PGSS	Permitted for the producers approved for that diameter in the Department's Prequalified Structural System list															
NA	Not Acceptable															

STORM SEWERS (metric)																
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE																
Nominal Diameter (mm)	Type 3							Type 4								
	Fill Height: > 3 m to 4.5 m							Fill Height: > 4.5 m to 6 m								
	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP
250	NA	2	X	X	PQSS	X	PQSS	NA	NA	3	X	X	PQSS	X	PQSS	NA
300	III	2	X	X	PQSS	X	PQSS	POSS	IV	NA	NA	X	PQSS	X	PQSS	POSS
375	III	3	X	X	PQSS	NA	PQSS	POSS	IV	NA	NA	X	PQSS	NA	PQSS	POSS
450	III	NA	X	X	PQSS	X	PQSS	POSS	IV	NA	NA	X	PQSS	X	PQSS	POSS
525	III	NA	NA	NA	PQSS	NA	PQSS	NA	IV	NA	NA	X	PQSS	NA	NA	NA
600	III	NA	NA	NA	PQSS	X	PQSS	POSS	IV	NA	NA	X	PQSS	X	NA	POSS
675	III	NA	NA	NA	X	NA	NA	NA	IV	NA	NA	X	NA	NA	NA	NA
750	III	NA	NA	NA	X	PQSS	X	PQSS	IV	NA	NA	X	PQSS	X	NA	POSS
825	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
900	III	NA	NA	NA	X	PQSS	X	PQSS	IV	NA	NA	X	PQSS	X	NA	POSS
1050	III	NA	NA	NA	X	NA	NA	POSS	IV	NA	NA	X	NA	X	NA	NA
1200	III	NA	NA	NA	X	NA	NA	PQSS	IV	NA	NA	X	NA	X	NA	NA
1350	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
1500	III	NA	NA	NA	NA	NA	NA	POSS	IV	NA	NA	NA	NA	NA	NA	NA
1650	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
1800	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
1950	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
2100	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
2250	III	NA	NA	NA	NA	NA	NA	NA	80	NA	NA	NA	NA	NA	NA	NA
2400	III	NA	NA	NA	NA	NA	NA	NA	80	NA	NA	NA	NA	NA	NA	NA
2550	III	NA	NA	NA	NA	NA	NA	NA	80	NA	NA	NA	NA	NA	NA	NA
2700	70	NA	NA	NA	NA	NA	NA	NA	80	NA	NA	NA	NA	NA	NA	NA
RCCP	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe (RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 25.4 micro-meter crack.)															
CSP	Concrete Sewer, Storm drain, and Culvert Pipe (number in column indicates strength class)															
ESCP	Extra Strength Clay Pipe															
PVC	Polyvinyl Chloride Pipe															
CPVC	Corrugated Polyvinyl Chloride Pipe with a Smooth Interior															
PE	Polyethylene Pipe															
CPE	Corrugated Polyethylene Pipe with a Smooth Interior															
CPP	Corrugated Polypropylene Pipe with a Smooth Interior															
X	Permitted															
PQSS	Permitted for the producers approved for that diameter in the Department's Prequalified Structural System list															
NA	Not Acceptable															

STORM SEWERS														
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED														
FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE														
Nominal Diameter (in.)	Type 5						Type 6						Type 7	
	Fill Height: > 20' to 25'						Fill Height: > 25' to 30'						Fill Height: > 30' to 35'	
	RCCP	PVC	CPVC	PE	CPE	CPP	RCCP	PVC	CPVC	PE	RCCP	PVC	CPVC	PE
10	NA	X	PQSS	X	PQSS	NA	NA	X	PQSS	X	NA	X	PQSS	X
12	IV	X	PQSS	X	PQSS	PQSS	V	X	PQSS	X	V	X	PQSS	X
15	IV	X	PQSS	NA	NA	PQSS	V	X	PQSS	NA	V	X	PQSS	NA
18	IV	X	PQSS	X	NA	NA	V	X	PQSS	X	V	X	PQSS	X
21	IV	X	PQSS	NA	NA	NA	V	X	PQSS	NA	V	X	PQSS	NA
24	IV	X	PQSS	X	NA	NA	V	X	PQSS	X	V	X	PQSS	X
27	IV	X	NA	NA	NA	NA	V	X	NA	NA	V	X	NA	NA
30	IV	X	PQSS	X	NA	PQSS	V	X	PQSS	X	V	X	PQSS	X
33	IV	NA	NA	NA	NA	NA	V	NA	NA	NA	V	NA	NA	NA
36	IV	X	PQSS	X	NA	NA	V	X	PQSS	X	V	X	PQSS	X
42	IV	X	NA	X	NA	NA	V	X	NA	X	V	X	NA	X
48	IV	X	NA	X	NA	NA	V	X	NA	X	V	X	NA	X
54	IV	NA	NA	NA	NA	NA	V	NA	NA	NA	V	NA	NA	NA
60	IV	NA	NA	NA	NA	NA	V	NA	NA	NA	V	NA	NA	NA
66	IV	NA	NA	NA	NA	NA	V	NA	NA	NA	V	NA	NA	NA
72	V	NA	NA	NA	NA	NA	V	NA	NA	NA	V	NA	NA	NA
78	2020	NA	NA	NA	NA	NA	2370	NA	NA	NA	2730	NA	NA	NA
84	2020	NA	NA	NA	NA	NA	2380	NA	NA	NA	2740	NA	NA	NA
90	2030	NA	NA	NA	NA	NA	2390	NA	NA	NA	2750	NA	NA	NA
96	2040	NA	NA	NA	NA	NA	2400	NA	NA	NA	2760	NA	NA	NA
102	2050	NA	NA	NA	NA	NA	2410	NA	NA	NA	2760	NA	NA	NA
108	2060	NA	NA	NA	NA	NA	2410	NA	NA	NA	2770	NA	NA	NA
RCCP	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe (RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 0.01 in crack.)													
PVC	Polyvinyl Chloride Pipe													
CPVC	Corrugated Polyvinyl Chloride Pipe with a Smooth Interior													
PE	Polyethylene Pipe													
CPE	Corrugated Polyethylene Pipe with a Smooth Interior													
CPP	Corrugated Polypropylene Pipe with a Smooth Interior													
X	Permitted													
PQSS	Permitted for the producers approved for that diameter in the Department's Prequalified Structural System list													
NA	Not Acceptable													

STORM SEWERS (metric)														
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED														
FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE														
Nominal Diameter (mm)	Type 5					Type 6					Type 7			
	Fill Height: > 6 m to 7.5 m					Fill Height: > 7.5 m to 9 m					Fill Height: > 9 m to 10.5 m			
	RCCP	PVC	CPVC	PE	CPE	CPP	RCCP	PVC	CPVC	PE	RCCP	PVC	CPVC	PE
250	NA	X	PQSS	X	PQSS	NA	NA	X	PQSS	X	NA	X	PQSS	X
300	IV	X	PQSS	X	PQSS	PQSS	V	X	PQSS	X	V	X	PQSS	X
375	IV	X	PQSS	NA	NA	PQSS	V	X	PQSS	NA	V	X	PQSS	NA
450	IV	X	PQSS	X	NA	NA	V	X	PQSS	X	V	X	PQSS	X
525	IV	X	PQSS	NA	NA	NA	V	X	PQSS	NA	V	X	PQSS	NA
600	IV	X	PQSS	X	NA	NA	V	X	PQSS	X	V	X	PQSS	X
675	IV	X	NA	NA	NA	NA	V	X	NA	NA	V	X	NA	NA
750	IV	X	PQSS	X	NA	PQSS	V	NA	PQSS	X	V	X	PQSS	X
825	IV	NA	NA	NA	NA	NA	V	NA	NA	NA	V	NA	NA	NA
900	IV	X	PQSS	X	NA	NA	V	X	PQSS	X	V	X	PQSS	X
1050	IV	X	NA	X	NA	NA	V	X	NA	X	V	X	NA	X
1200	IV	X	NA	X	NA	NA	V	X	NA	X	V	X	NA	X
1350	IV	NA	NA	NA	NA	NA	V	NA	NA	NA	V	NA	NA	NA
1500	IV	NA	NA	NA	NA	NA	V	NA	NA	NA	V	NA	NA	NA
1650	IV	NA	NA	NA	NA	NA	V	NA	NA	NA	V	NA	NA	NA
1800	V	NA	NA	NA	NA	NA	V	NA	NA	NA	V	NA	NA	NA
1950	100	NA	NA	NA	NA	NA	110	NA	NA	NA	130	NA	NA	NA
2100	100	NA	NA	NA	NA	NA	110	NA	NA	NA	130	NA	NA	NA
2250	100	NA	NA	NA	NA	NA	110	NA	NA	NA	130	NA	NA	NA
2400	100	NA	NA	NA	NA	NA	120	NA	NA	NA	130	NA	NA	NA
2550	100	NA	NA	NA	NA	NA	120	NA	NA	NA	130	NA	NA	NA
2700	100	NA	NA	NA	NA	NA	120	NA	NA	NA	130	NA	NA	NA

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe (RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 25.4 micro-meter crack.)

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe with a Smooth Interior

PE Polyethylene Pipe

CPE Corrugated Polyethylene Pipe with a Smooth Interior

CPP Corrugated Polypropylene Pipe with a Smooth Interior

X Permitted

PQSS Permitted for the producers approved for that diameter in the Department's Prequalified Structural System list

NA Not Acceptable

State of Illinois
Department of Transportation

SUPPLEMENTAL SPECIFICATION
FOR
SECTION 586. GRANULAR BACKFILL FOR STRUCTURES

This Supplemental Specification amends the provisions of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

586.02 Materials. Revise this Article to read:

“ **586.02 Materials**. Materials shall be according to the following.

Item	Article/Section
(a) Coarse Aggregates (Note 1).....	1004.05

Note 1. Mechanical compaction may be required for CA 6 and CA 10 gradations, as determined by the Engineer.”

586.03 General. Delete the last sentence of the first paragraph of this Article.

586.04 Method of Measurement. Revise Article 586.04(b) to read:

“ (b) Measured Quantities. This work will be measured for payment in place and the volume computed in cubic yards (cubic meters). The volume will be determined by the method of average end areas behind the abutment or by digital elevation modeling.”

State of Illinois
Department of Transportation

SUPPLEMENTAL SPECIFICATION
FOR
SECTION 601. PIPE DRAINS, PIPE UNDERDRAINS, AND FRENCH DRAINS

This Supplemental Specification amends the provisions of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

601.01 Description. Revise the description for pipe underdrains for structures in the table of this Article to read:

"Type	Description
Pipe Underdrains for Structures	A perforated pipe, without fabric, installed in fabric lined trench backfilled with coarse aggregate."

601.02 Materials. Delete Article 601.02(g)(6).

Revise Note 5 of Article 601.02 to read:

"Note 5. Coarse aggregate shall meet the requirements of Section 586."

State of Illinois
Department of Transportation

SUPPLEMENTAL SPECIFICATION
FOR
SECTION 701. WORK ZONE TRAFFIC CONTROL AND PROTECTION

This Supplemental Specification amends the provisions of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

701.12 Personal Protective Equipment. Revise this Article to read:

“701.12 Personal Protective Equipment. All personnel on foot, excluding flaggers, within the highway right-of-way shall wear a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of ANSI/ISEA 107 Type R Performance Class 2 high-visibility safety apparel. Other types of garments may be substituted for the vest as long as the garments have a manufacturer’s tag identifying them as meeting the ANSI/ISEA 107 Type R Performance Class 2 requirement.”

701.13 Flaggers. Revise this Article to read:

“701.13 Flaggers and Spotters. Flaggers shall be certified by an agency approved by the Department. While on the job site, each flagger shall have in his/her possession a current driver’s license and a current flagger certification I.D. card. For non-drivers, the Illinois Identification Card issued by the Secretary of State will meet the requirement for a current driver’s license. This certification requirement may be waived by the Engineer for emergency situations that arise due to actions beyond the Contractor’s control where flagging is needed to maintain safe traffic control on a temporary basis. Spotters are defined as certified flaggers that provide support to workers by monitoring traffic.

Flaggers and spotters shall be stationed to the satisfaction of the Engineer and be equipped with a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of ANSI/ISEA 107 for Type R Performance Class 2 high-visibility safety apparel. Flaggers shall be equipped with a stop/slow traffic control sign. Spotters shall be equipped with a loud warning device. The warning sound shall be identifiable by workers so they can take evasive action when necessary. Other types of garments may be substituted for the vest as long as the garments have a manufacturer’s tag identifying them as meeting the ANSI Class 2 requirement. The longitudinal placement of the flagger may be increased up to 100 ft (30 m) from that shown on the plans to improve the visibility of the flagger. Flaggers shall not encroach on the open lane of traffic unless traffic has been stopped. Spotters shall not encroach on the open lane of traffic, nor interact with or control the flow of traffic.

For nighttime flagging, flaggers shall be illuminated by an overhead light source providing a minimum vertical illuminance of 10 fc (108 lux) measured 1 ft (300 mm)

out from the flagger's chest. The bottom of any luminaire shall be a minimum of 10 ft (3 m) above the pavement. Luminaire(s) shall be shielded to minimize glare to approaching traffic and trespass light to adjoining properties. Nighttime flaggers shall be equipped with fluorescent orange or fluorescent orange and fluorescent yellow/green apparel meeting the requirements of ANSI/ISEA 107 for Type R Performance Class 3 high-visibility safety apparel.

Flaggers and spotters shall be provided per the traffic control plan and as follows.

- (a) Two-Lane Highways. Two flaggers will be required for each separate operation where two-way traffic is maintained over one lane of pavement. Work operations controlled by flaggers shall be no more than 1 mile (1600 m) in length. Flaggers shall be in sight of each other or in direct communication at all times. Direct communication shall be obtained by using portable two-way radios or walkie-talkies.

The Engineer will determine when a side road or entrance shall be closed to traffic. A flagger will be required at each side road or entrance remaining open to traffic within the operation where two-way traffic is maintained on one lane of pavement. The flagger shall be positioned as shown on the plans or as directed by the Engineer.

- (b) Multi-Lane Highways. At all times where traffic is restricted to less than the normal number of lanes on a multilane pavement with a posted speed limit greater than 40 mph and the workers are present, but not separated from the traffic by physical barriers, a flagger or spotter shall be furnished as shown on the plans. Flaggers shall warn and direct traffic. Spotters shall monitor traffic conditions and warn workers of errant approaching vehicles or other hazardous conditions as they occur. One flagger will be required for each separate activity of an operation that requires frequent encroachment in a lane open to traffic. One spotter will be required for each separate activity with workers near the edge of the open lane or with their backs facing traffic.

Flaggers will not be required when no work is being performed, unless there is a lane closure on two-lane, two-way pavement."

State of Illinois
Department of Transportation

SUPPLEMENTAL SPECIFICATION
FOR
SECTION 1003. FINE AGGREGATES

This Supplemental Specification amends the provisions of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

1003.07 Fine Aggregate for Select Fill Used for Retaining Wall Applications Utilizing Soil Reinforcement. Revise Article 1003.07(f)(2) to read:

“(2) The chlorides shall be a maximum of 100 parts per million according to Illinois Modified AASHTO T 291.”

Revise Article 1003.07(f)(3) to read:

“(3) The sulfates shall be a maximum of 200 parts per million according to Illinois Modified AASHTO T 290.”

Revise Article 1003.07(g) to read:

“(g) Testing Protocol. Prior to the start of and during construction, the internal friction angle and pH shall be determined in order to demonstrate the select fill material meets the specification requirements. Resistivity, chlorides, sulfates, and organic content test results shall also be determined if steel reinforcement is used. Testing shall be according to the current Bureau of Materials Policy Memorandum “Fine and Coarse Aggregates Used as Select Fill in MSE Walls Acceptance Procedures for Approved/Qualified Aggregate Sources”.”

State of Illinois
Department of Transportation

SUPPLEMENTAL SPECIFICATION
FOR
SECTION 1004. COARSE AGGREGATES

This Supplemental Specification amends the provisions of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

1004.05 Coarse Aggregate for Blotter, Embankment, Backfill, Trench Backfill, Bedding, and French Drains. Revise the table in Article 1004.05(c) to read:

"Application	Gradation
Blotter	CA 15
Granular Embankment, Granular Backfill, Trench Backfill, and Bedding and Backfill for Pipe Culverts and Storm Sewers	CA 6, CA 9, CA 10, CA 12, CA 17, CA 18, and CA 19
Porous Granular Embankment, Porous Granular Backfill, and French Drains	CA 7, CA 8, CA 11, CA 15, CA 16 and CA 18
Granular Backfill for Structures	CA 6 through CA 11
Bedding and Backfill for Pipe Underdrains, Type 2	CA 16, except the percent passing the No. 16 (1.18 mm) sieve shall be 4 ± 4 percent."

1004.06 Coarse Aggregate for Select Fill Used for Retaining Wall Applications Utilizing Soil Reinforcement. Revise Article 1004.06(f)(2) to read:

"(2) The chlorides shall be a maximum of 100 parts per million according to Illinois Modified AASHTO T 291."

Revise Article 1004.06(f)(3) to read:

"(3) The sulfates shall be a maximum of 200 parts per million according to Illinois Modified AASHTO T 290."

Revise Article 1004.06(g) to read:

"(g) Testing Protocol. Prior to the start of and during construction, the internal friction angle and pH shall be determined in order to demonstrate the select fill material meets the specification requirements. Resistivity, chlorides, sulfates, and organic content test results shall also be determined if steel reinforcement is used. Testing shall be according to the current Bureau of Materials Policy Memorandum "Fine and Coarse Aggregates Used as Select

Fill in MSE Walls Acceptance Procedures for Approved/Qualified Aggregate Sources”.

State of Illinois
Department of Transportation

SUPPLEMENTAL SPECIFICATION
FOR
SECTION 1010. FINELY DIVIDED MINERALS

This Supplemental Specification amends the provisions of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

1010.01 Description. Revise the second paragraph of this Article to read:

“Different sources or types of finely divided minerals shall not be mixed or used alternately in the same item of construction, except as a blended finely divided mineral product according to Article 1010.06.”

Add the following Article to this Section:

“**1010.06 Blended Finely Divided Minerals.** Blended finely divided minerals shall be the product resulting from the blending or intergrinding of two or three finely divided minerals. Blended finely divided minerals shall be according to ASTM C 1697, except as follows.

- (a) Blending shall be accomplished by mechanically or pneumatically intermixing the constituent finely divided minerals into a uniform mixture that is then discharged into a silo for storage or tanker for transportation.
- (b) The blended finely divided mineral product will be classified according to its predominant constituent or the manufacturer’s designation and shall meet the chemical requirements of its classification. The other finely divided mineral constituent(s) will not be required to conform to their individual standards.”

State of Illinois
Department of Transportation

SUPPLEMENTAL SPECIFICATION
FOR
SECTION 1020. PORTLAND CEMENT CONCRETE

This Supplemental Specification amends the provisions of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

1020.09 Strength Tests. Revise this Article to read:

“ **1020.09 Strength Tests**. The specimens shall be molded and cured according to Illinois Modified AASHTO R 100. Specimens shall be field cured with the construction item as specified in Illinois Modified AASHTO R 100. The compressive strength shall be determined according to Illinois Modified AASHTO T 22. The flexural strength shall be determined according to Illinois Modified AASHTO T 177.

Except for Class PC and PS concrete, the Contractor shall transport the strength specimens from the site of the work to the field laboratory or other location as instructed by the Engineer. During transportation, the specimens shall be embedded in straw, burlap, or other acceptable material to protect them from damage. For strength specimens, the Contractor shall provide a field curing box, which may be insulated or power operated as appropriate, for initial curing and a water storage tank for final curing. An acceptable insulated box is a 5-day chest cooler.

For standard curing, a field curing box will be required when the National Weather Service forecast for the construction area predicts an air temperature below 60 °F (16 °C) during the initial curing period. The field curing box shall maintain the initial curing temperature range specified in Illinois Modified AASHTO R 100, except a power operated box shall be set at 60 °F (16 °C) to 63 °F (17 °C). Strength specimens shall be transported to the testing facility the next day, but no later than 32 hours after casting for a power operated box and no later than 48 hours after casting for an insulated box.

For field curing when strength specimens remain in the field until testing is required, only an insulated box shall be used when the National Weather Service forecast for the construction area predicts an air temperature below 70 °F (21 °C) during the first 24 hours.”

1020.11 Mixing Portland Cement Concrete. Revise Article 1020.11(a)(7) to read:

“(7) Haul Time. Haul time shall begin when the delivery ticket is stamped. The delivery ticket shall be stamped no later than five minutes after the addition of the mixing water to the cement, or after the addition of the cement to the aggregate when the combined aggregates contain free moisture in excess of two percent by weight (mass). If more than one batch is required for charging a truck using a stationary mixer, the time

of haul shall start with mixing of the first batch. Haul time shall end when the truck is emptied for incorporation of the concrete into the work. The maximum haul time shall be as follows.

Concrete Temperature at Point of Discharge, °F (°C)	Maximum Haul Time ^{1/} (minutes)	
	Truck Mixer or Truck Agitator	Nonagitator Truck
50 – 64 (10 – 17.5)	90	45
>64 (>17.5) - without retarder	60	30
>64 (>17.5) - with retarder	90	45

1/ To encourage start-up testing for mix adjustments at the plant, the first two trucks will be allowed an additional 15 minutes haul time whenever such testing is performed.

For a mixture which is not mixed on the jobsite, a delivery ticket shall be required for each load. The following information shall be recorded on each delivery ticket: (1) ticket number; (2) name of producer and plant location; (3) contract number; (4) name of Contractor; (5) stamped date and time batched; (6) truck number; (7) quantity batched; (8) amount of admixture(s) in the batch; (9) amount of water in the batch; and (10) Department mix design number.

For concrete mixed in jobsite stationary mixers, the above delivery ticket may be waived, but a method of verifying the haul time shall be established to the satisfaction of the Engineer.”

1020.13 Curing and Protection. Revise the Curing Period Days of Cast-in-Place Concrete Substructure and Culverts in the Index Table of this Article to read:

"INDEX TABLE OF CURING AND PROTECTION OF CONCRETE CONSTRUCTION			
TYPE OF CONSTRUCTION	CURING METHODS	CURING PERIOD DAYS	LOW AIR TEMPERATURE PROTECTION METHODS
Cast-in-Place Concrete ^{11/}			
Pavement Shoulder	1020.13(a)(1)(2)(3)(4)(5) ^{3/ 5/}	3	1020.13(c)
Base Course Base Course Widening	1020.13(a)(1)(2)(3)(4)(5) ^{2/}	3	1020.13(c)
Driveway Median Barrier Curb Gutter Curb & Gutter Sidewalk Slope Wall Paved Ditch	1020.13(a)(1)(2)(3)(4)(5) ^{4/ 5/}	3	1020.13(c) ^{16/}
Catch Basin Manhole Inlet Valve Vault	1020.13(a)(1)(2)(3)(4)(5) ^{4/}	3	1020.13(c)
Pavement Patching	1020.13(a)(1)(2)(3)(4)(5) ^{2/}	3 ^{12/}	1020.13(c)
Bridge Deck Patching	1020.13(a)(3)(5)	3 or 7 ^{12/}	1020.13(c)
Railroad Crossing	1020.13(a)(3)(5)	1	1020.13(c)
Piles and Drilled Shafts	1020.13(a)(3)(5)	7	1020.13(d)(1)(2)
Foundations & Footings Seal Coat	1020.13(a)(1)(2)(3)(4)(5) ^{4/ 6/}	7	1020.13(d)(1)(2)
Substructure	1020.13(a)(1)(2)(3)(4)(5) ^{1/ 7/}	7 ^{20/}	1020.13(d)(1)(2)
Superstructure (except deck)	1020.13(a)(1)(2)(3)(5)(6) ^{8/ 19/}	7	1020.13(d)(1)(2)
Superstructure (Approach Slab)	1020.13(a)(5)(6) ^{19/}	3	1020.13(d)(1)(2) ^{17/}
Deck	1020.13(a)(5)(6) ^{19/}	7	1020.13(d)(1)(2) ^{17/}
Retaining Walls	1020.13(a)(1)(2)(3)(4)(5) ^{1/ 7/}	7	1020.13(d)(1)(2)
Pump Houses	1020.13(a)(1)(2)(3)(4)(5) ^{1/}	7	1020.13(d)(1)(2)
Culverts	1020.13(a)(1)(2)(3)(4)(5) ^{4/ 6/}	7 ^{20/}	1020.13(d)(1)(2) ^{18/}
Other Incidental Concrete	1020.13(a)(1)(2)(3)(5)	3	1020.13(c)
Precast Concrete ^{11/}			
Bridge Slabs Piles and Pile Caps Other Structural Members	1020.13(a)(3)(5) ^{9/ 10/}	As ^{13/} Required	9/
All Other Precast Items	1020.13(a)(3)(4)(5) ^{2/ 9/ 10/}	As ^{14/} Required	9/
Precast, Prestressed Concrete ^{11/}			
All Items	1020.13(a)(3)(5) ^{9/ 10/}	Until Strand Tensioning is Released ^{15/}	9/ "

Add the following note at the end of the Index Table in Article 1020.13:

"20/ The Contractor has the option to reduce the 7-day curing period provided the concrete had a maximum water/cement ratio of 0.42 at time of placement and the strength specimens are field-cured and obtain 100 percent of the design strength. The minimum curing period shall be 3 days."

State of Illinois
Department of Transportation

SUPPLEMENTAL SPECIFICATION
FOR
SECTION 1030. HOT-MIX ASPHALT

This Supplemental Specification amends the provisions of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

1030.09 Quality Control / Quality Assurance (QC/QA). Revise Article 1030.09(g)(1) to read:

“(1) The Contractor shall sample approximately 150 lb (70 kg) of mix as required for the Department’s random mixture verification tests according to Article 1030.09(h)(1).”

Revise the second sentence of Article 1030.09(h)(1) to read:

“The Engineer will randomly identify one sample for each 3,000 tons (2,720 metric tons) of mix, with a minimum of one sample per mix. If the remaining mix quantity is 600 tons (544 metric tons) or less, the quantity will be combined with the previous 3,000 tons (2,720 metric tons) in the Engineer’s random sample identification. If the required tonnage of a mixture for a single pay item is less than 250 tons (225 metric tons) in total, the Engineer will waive mixture verification tests.”

Add the following to the end of the third paragraph of Article 1030.09(h)(2):

“The HMA maximum theoretical specific gravity (G_{mm}) will be based on the Department mixture verification test. If there is more than one Department mixture verification G_{mm} test, the G_{mm} will be based on the average of the Department test results.”

1030.10 Start of HMA Production and Job Mix Formula (JMF) Adjustments. Add the following paragraph between the third and fourth paragraphs of this Article:

“When a test strip is not required, each HMA mixture with a quantity of 3,000 tons (2,750 metric tons) or more shall still be sampled on the first day of production: I-FIT and Hamburg wheel testing for High ESAL; I-FIT testing for Low ESAL. Within two working days after sampling the mixture, the Contractor shall deliver gyratory cylinders to the District laboratory for Department verification testing. The High ESAL mixture test results shall meet the requirements of Articles 1030.05(d)(3) and 1030.05(d)(4). The Low ESAL mixture test results shall meet the requirements of Article 1030.05(d)(4).”

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

**The following special provisions should only be used
when the local agency is the lead on a project.**

RESERVED

CHECK SHEET #LRS2

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

**SPECIAL PROVISION
FOR
FURNISHED EXCAVATION**

Effective: January 1, 1999

Revised: January 1, 2007

Add the following subparagraph to Article 204.07 of the Standard Specifications:

“(c) Truck Loads. When contract quantities do not exceed 2000 cu yd (cu m), furnished excavation may be measured by truck loads. Prior to the start of work, the Contractor and the Engineer shall agree to a standard volume for the trucks utilized by the Contractor. A shrinkage factor of 25 percent will be used in the computations.”

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
WORK ZONE TRAFFIC CONTROL SURVEILLANCE

Effective: January 1, 1999
Revised: January 1, 2018

Revise Article 701.10 of the Standard Specifications to read:

“The Contractor shall conduct inspections of the worksite at a frequency that will allow for the timely replacement of any traffic control device that has become displaced, worn, or damaged. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.”

Delete Article 701.20(g) of the Standard Specifications.

CHECK SHEET #LRS4

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
FLAGGERS IN WORK ZONES

Effective: January 1, 1999
Revised: January 1, 2007

Revise the last paragraph of Article 701.13 of the Standard Specifications to read:

“Flaggers are required only when workers are present.”

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
CONTRACT CLAIMS

Effective: January 1, 2002
Revised: January 1, 2007

Revise the second sentence of subparagraph (a) of Article 109.09 of the Standard Specifications to read:

"All claims shall be submitted to the Engineer."

Revise subparagraph (e) of Article 109.09 of the Standard Specifications to read:

"(e) Procedure. All Claims shall be submitted to the Engineer. The Engineer will consider all information submitted with the claim. Claims not conforming to this Article will be returned without consideration. The Engineer may schedule a claim presentation meeting if, in the Engineer's judgment, such a meeting would aid in resolution of the claim, otherwise a decision will be based on the claim documentation submitted. A final decision will be rendered within 90 days of receipt of the claim.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor's right to seek relief in the Court of Claims. The Engineer's written decision shall be the final administrative action of the Department. Unless the Contractor files a claim for adjudication by the Court of Claims within 60 days after the date of the written decision, the failure to file shall constitute a release and waiver of the claim."

CHECK SHEET #LRS6

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION FOR BIDDING REQUIREMENTS AND CONDITIONS FOR CONTRACT PROPOSALS

Effective: January 1, 2002
Revised: January 1, 2015

Replace Article 102.01 of the Standard Specifications with the following:

"Prequalification of Bidders. When prequalification is required and the Awarding Authority for contract construction work is the County Board of a County, the Council, the City Council, or the President and Board of Trustees of a city, village, or town, each prospective bidder, in evidence of competence, shall furnish the Awarding Authority as a prerequisite to the release of proposal forms by the Awarding Authority, a certified or photostatic copy of a "Certificate of Eligibility" issued by the Department of Transportation, according to the Department's "Prequalification Manual".

The two low bidders must file, within 24 hours after the letting, a sworn affidavit in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work, using the blank form made available for this affidavit. One copy shall be filed with the Awarding Authority and two copies with IDOT's District office.

Issuance of Proposal Forms. The Awarding Authority reserves the right to refuse to issue a proposal form for bidding purposes for any of the following reasons:

- (a) Lack of competency and adequate machinery, plant, and other equipment, as revealed by the financial statement and experience questionnaires required in the prequalification procedures.
- (b) Uncompleted work which, in the judgment of the Awarding Authority, might hinder or prevent the prompt completion of additional work awarded.
- (c) False information provided on a bidder's "Affidavit of Availability".
- (d) Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of issuance of proposal forms.
- (e) Failure to comply with any prequalification regulations of the Department.
- (f) Default under previous contracts.
- (g) Unsatisfactory performance record as shown by past work for the Awarding Authority, judged from the standpoint of workmanship and progress.
- (h) When the Contractor is suspended from eligibility to bid at a public letting where the contract is awarded by, or requires approval of, the Department.

- (i) When any agent, servant, or employee of the prospective bidder currently serves as a member, employee, or agent of a governmental body that is financially involved in the proposal work.
- (j) When any agent, servant, or employee of the perspective bidder has participated in the preparation of plans or specifications for the proposed work.

Interpretation of Quantities in the Bid Schedule. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

Examination of Plans, Specifications, Special Provisions, and Site of Work. The bidder shall, before submitting a bid, carefully examine the provisions of the contract. The bidder shall inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and fully acquaint themselves with the detailed requirements of construction. Submission of a bid shall be a conclusive assurance and warranty the bidder has made these examinations and the bidder understands all requirements for the performance of the work. If his/her bid is accepted, the bidder shall be responsible for all errors in the proposal resulting from his/her failure or neglect to comply with these instructions. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the bidder to make these examinations.

The bidder shall take no advantage of any error or omission in the proposal and advertised contract. Any prospective bidder who desires an explanation or interpretation of the plans, specification, or any of the contract documents, shall request such in writing from the Awarding Authority, in sufficient time to allow a written reply by the Awarding Authority that can reach all prospective bidders before the submission of their bids. Any reply given a prospective bidder concerning any of the contract documents, plans, and specifications will be furnished to all prospective bidders in the form determined by the Awarding Authority including, but not limited to, an addendum, if the information is deemed by the Awarding Authority to be necessary in submitting bids or if the Awarding Authority concludes the information would aid competition. Oral explanations, interpretations, or instructions given before the submission of bids unless at a prebid conference will not be binding on the Awarding Authority.

Preparation of the Proposal. Bidders shall submit their proposals on the form furnished by the Awarding Authority. The proposal shall be executed properly, and bids shall be made for all items indicated in the proposal form, except when alternate bids are asked, a bid on more than one alternate for each item is not required, unless otherwise provided. The bidder shall indicate in figures, a unit price for each of the separate items called for in the proposal form; the bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the proposal form shall be the

CHECK SHEET #LRS6

summation of said products. All writing shall be with ink or typewriter, except the signature of the bidder which shall be written in ink.

If the proposal is made by an individual, that individual's name and business address shall be shown. If made by a firm or partnership, the name and business address of each member of the firm or partnership shall be shown. If made by a corporation, the proposal shall show the names, titles, and business addresses of the president, corporate secretary and treasurer. The proposal shall be signed by president or someone with authority to execute contracts and attested by the corporate secretary or someone with authority to execute or attest to the execution of contracts.

When prequalification is required, the proposal form shall be submitted by an authorized bidder in the same name and style as shown on the "Contractor's Statement of Experience and Financial Condition" used for prequalification.

Rejection of Proposals. The Awarding Authority reserves the right to reject any proposal for any of the conditions in "Issuance of Proposal Forms" or for any of the following reasons:

- (a) More than one proposal for the same work from an individual, firm, partnership, or corporation under the same name or different names.
- (b) Evidence of collusion among bidders.
- (c) Unbalanced proposals in which the bid prices for some items are, in the judgment of the Awarding Authority, out of proportion to the bid prices for other items.
- (d) If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum pay items.
- (e) If the proposal form is other than that furnished by the Awarding Authority; or if the form is altered or any part thereof is detached.
- (f) If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- (g) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- (h) If the proposal is not accompanied by the proper proposal guaranty.
- (i) If the proposal is prepared with other than ink or typewriter, or otherwise fails to meet the requirements of the above "Preparation of Proposal" section.

Proposal Guaranty. Each proposal shall be accompanied by a bid bond on the Department form contained in the proposal, executed by a corporate surety company satisfactory to the Awarding Authority, by a bank cashier's check or a properly certified check for not less than five percent of the amount bid, or for the amount specified in the following schedule:

Amount Bid		Proposal Guaranty
Up to	\$5,000	\$150
>\$5,000	\$10,000	\$300
>\$10,000	\$50,000	\$1,000
>\$50,000	\$100,000	\$3,000
>\$100,000	\$150,000	\$5,000
>\$150,000	\$250,000	\$7,500
>\$250,000	\$500,000	\$12,500
>\$500,000	\$1,000,000	\$25,000
>\$1,000,000	\$1,500,000	\$50,000
>\$1,500,000	\$2,000,000	\$75,000
>\$2,000,000	\$3,000,000	\$100,000
>\$3,000,000	\$5,000,000	\$150,000
>\$5,000,000	\$7,500,000	\$250,000
>\$7,500,000	\$10,000,000	\$400,000
>\$10,000,000	\$15,000,000	\$500,000
>\$15,000,000	\$20,000,000	\$600,000
>\$20,000,000	\$25,000,000	\$700,000
>\$25,000,000	\$30,000,000	\$800,000
>\$30,000,000	\$35,000,000	\$900,000
Over	\$35,000,000	\$1,000,000

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must equal to the sum of the proposal guaranties which would be required for each individual proposal.

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the County Treasurer, when a County is the Awarding Authority; or the City, Village, or Town Treasurer, when a city, village, or town is the Awarding Authority.

The proposal guaranty checks of all, except the two lowest responsible, will be returned promptly after the proposals have been checked, tabulated, and the relation of the proposals established. Proposal guaranty checks of the two lowest bidders will be returned as soon as the contract and contract bond of the successful bidder have been properly executed and approved. Bid bonds will not be returned.

After a period of three working days has elapsed after the date of opening proposals, the Awarding Authority may permit the two lowest bidders to substitute for the bank cashier's checks or certified checks submitted with their proposals for proposal guaranties, bid bonds on the Department forms executed by corporate surety companies satisfactory to the Awarding Authority.

Delivery of Proposals. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Authority and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to

CHECK SHEET #LRS6

Bidders. Proposals received after the time specified will be returned to the bidder unopened.

Withdrawal of Proposals. Permission will be given a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Public Opening of Proposals. Proposals will be opened and read publicly at the time and place specified in the Notice to Bidders. Bidders, their authorized agents, and other interested parties are invited to be present.

Consideration of Proposals. After the proposals are opened and read, they will be compared on the basis of the summation of the products of the quantities shown in the bid schedule by the unit bid prices. In awarding contracts, the Awarding Authority will, in addition to considering the amounts stated in the proposals, take into consideration the responsibility of the various bidders as determined from a study of the data required under "Prequalification of Bidders", and from other investigations which it may elect to make.

The right is reserved to reject any or all proposals, to waive technicalities, or to advertise for new proposals, if in the judgment of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.

Award of Contract. The award of contract will be made within 45 calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter of intent that his/her bid has been accepted, and subject to the following conditions, the bidder will be the Contractor.

An approved contract executed by the Awarding Authority is required before the Awarding Authority is bound. An award may be cancelled any time by the Awarding Authority prior to execution in order to protect the public interest and integrity of the bidding process or for any other reason if, in the judgment of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.

If a contract is not awarded within 45 days after the opening of proposals, bidders may file a written request with the Awarding Authority for the withdrawal of their bid, and the Awarding Authority will permit such withdrawal.

Requirement of Contract Bond. If the Awarding Authority requires a Contract Bond, the Contractor or Supplier shall furnish the Awarding Authority a performance and payment bond with good and sufficient sureties in the full amount of the contract as the penal sum. The surety shall be acceptable to the Awarding Authority, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the Awarding Authority.

Execution of Contract. The contract shall be executed by the successful bidder and returned, together with the Contract Bond, within 15 days after the contract has been mailed to the bidder.

If the bidder to whom the award is made is a corporation organized under the laws of a State other than Illinois, the bidder shall furnish the Awarding Authority a

copy of the corporation's Certificate of Authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish such evidence of a Certificate of Authority within the time required will be considered as just cause for the annulment of the award and the forfeiture of the proposal guaranty to the Awarding Authority, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.

Failure to Execute Contract. If the contract is not executed by the Awarding Authority within 15 days following receipt from the bidder of the properly executed contracts and bonds, the bidder shall have the right to withdraw his/her bid without penalty.

Failure of the successful bidder to execute the contract and file acceptable bonds within 15 days after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the Awarding Authority, not as penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be readvertised and constructed under contract, or otherwise, as the Awarding Authority may decide.”

State of Illinois
 Department of Transportation
 Bureau of Local Roads and Streets

**SPECIAL PROVISIONS
 FOR
 BITUMINOUS SURFACE TREATMENTS**

Effective: January 1, 1999
 Revised: January 1, 2022

Description. This work shall consist of constructing a single or multiple course bituminous surface treatment as indicated below.

- (a) A-1. A-1 shall consist of a bituminous seal coat material and a seal coat aggregate.
- (b) A-2. A-2 shall consist of a prime coat, a bituminous cover coat material and a cover coat aggregate, and a bituminous seal coat material and seal coat aggregate. When placed on a hot-mix asphalt surface pavement, the prime coat shall be eliminated.
- (c) A-3. A-3 shall consist of a prime coat, two separate applications of a bituminous cover coat material and cover coat aggregate, and a bituminous seal coat material and seal coat aggregate. When placed on a hot-mix asphalt surface pavement, the prime coat shall be eliminated.

Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cover Coat Aggregate	1004.03
(b) Seal Coat Aggregate (Note 1)	1004.03
(c) Bituminous Materials (Note 2)	1032

Note 1. For A-1 surface treatment, the contract will specify which of the two aggregate gradations itemized in Article 1004.03 shall be used.

Note 2. For A-1 surface treatment, the bituminous material shall be as shown on the plans. For A-2 and A-3 surface treatments, the Contractor shall use one of the bituminous materials according to the following table.

Type of Construction	Bituminous Materials Recommended for Weather Conditions Indicated	
	Warm [60 to 85 °F]* [(15 to 30 °C)]*	Hot [85 °F Plus]* [(30 °C Plus)]*
Prime	MC-30, PEP	MC-30, PEP
Cover Coat and Seal Coat	RS-2, CRS-2, MC-800, MC-3000, SC-3000, HFE-90, HFE-150, HFE-300, CRS-2P, HFRS-2P	RS-2, CRS-2, MC-800, MC-3000, SC-3000, PG 46-28, PG 52-28, HFE-90, HFE-150, HFE-300, CRS-2P, HFRS-2P

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*Temperature of the air in the shade at the time of application.

Equipment. Equipment shall be according to the following.

Item	Article/Section
(a) Pneumatic-Tired Rollers	1101.01
(b) Mechanical Sweeper	1101.03
(c) Aggregate Spreaders	1102.04
(d) Heating Equipment	1102.07
(e) General Use Pressure Distributor	1102.05(a)

CONSTRUCTION REQUIREMENTS

Weather Limitations. This work shall be done between May 1 and October 1. Bituminous materials shall be applied only when the temperature of the air in the shade is above 60 °F (15 °C). No work shall be started if local conditions indicate that rain is imminent.

This work may be done between October 1 and October 30 providing the temperature of the air for three consecutive days immediately preceding the day of application has been: (1) above 60 °F (15 °C) in the shade each day, (2) a minimum of 40 °F (5 °C), and (3) the temperature of the air in the shade at time of application is above 60 °F (15 °C).

Preparation of Bituminous Material. The temperature of the bituminous material at the time of application shall be such that it will spray uniformly without clogging the spraying nozzles and shall be applied within the temperature ranges according to Article 1032.04. Bituminous material shall be stored according to Article 1102.01(a)(6).

Preparation of Aggregate. The aggregates used in the cover coat(s) and the seal coat shall contain no free moisture.

Sequence of Work. The sequence of construction operations shall be undertaken as follows.

- (a) Repair and preparation of base or existing surface.
- (b) Application of bituminous material for prime coat (A-2 and A-3 on aggregate roadways only).
- (c) Alternate applications of bituminous material and aggregate.

Repair and Preparation of Base or Existing Surface. The base or existing surface shall be prepared according to Section 358.

Prime Coat. The bituminous material shall be applied uniformly with a general use pressure distributor on the prepared surface at the rate of 0.25 to 0.5 gal/sq yd (1 to 2 L/sq m), the exact rate to be specified by the Engineer. The bituminous priming

material shall be applied to a width 1 ft (300 mm) greater on each side of the roadway than the specified width of the finished surface.

The prime coat shall be permitted to cure until the penetration has been approved by the Engineer, but not less than 24 hours for MC-30 or 4 hours for PEP. Pools of prime occurring in the depressions shall be removed by brooming or squeegeeing the excess material over the surrounding surface the same day the prime coat is applied. Traffic shall not be allowed upon the primed surface during the curing period. At locations where the prime coat has failed or is damaged, it shall be repaired in a manner satisfactory to the Engineer. The prime coat shall be maintained at all times until the cover coat is constructed. When required by the Engineer, the primed surface shall be swept prior to constructing the cover coat.

Application of Bituminous Material. The bituminous material shall be applied with a general use pressure distributor. A hand spray wand shall be used at places not covered by the distributor. The entire length of the spray bar shall be set at the height above the surface recommended by the manufacturer for even distribution of the bituminous material.

To prevent missing or overlapping at transverse joints, heavy paper shall be spread over the previously applied bituminous material and aggregate. In order to obtain a uniform application of the bituminous material, the distributor shall be traveling at the speed required for the specified rate of application when the spray bar crosses the paper. Adjacent construction, such as concrete pavement, curb and gutter, and raised reflective pavement markers shall be protected by shields, covers, or other means.

Application of Aggregates. The cover coat and seal coat aggregates shall be spread evenly with an aggregate spreader over the entire surface being treated. In all cases, the aggregate shall be applied ahead of the truck or spreader wheels. Hand spreading will be permitted only when approved by the Engineer and, when so permitted, the aggregate shall be spread uniformly and at the approximate rate specified. Any ridges of aggregate left by the aggregate spreader shall be smoothed out with hand brooms immediately behind the aggregate spreader.

Cover Coat. Bituminous material for the cover coat shall not be applied until the previous application is acceptable to the Engineer.

At the beginning of each day's work, no bituminous material shall be applied until there is sufficient cover coat aggregate in trucks at the work site to completely cover the first application of bituminous material. The amount of surface area covered by each successive application of bituminous material shall be determined by the Engineer. In no case shall this area be greater than can be covered with cover coat aggregate and given the initial rolling while the bituminous material is still in condition to hold the aggregate.

The bituminous material, as specified for cover coat, shall be applied uniformly over the surface at the rate of 0.20 to 0.50 gal/sq yd (1 to 2 L/sq m), the exact rate to be specified by the Engineer. Immediately following the application of the bituminous material, the cover coat aggregate shall be spread over the treated surface at the rate of 15 to 25 lb/sq yd (8 to 14 kg/sq m), the rate to be as specified by the Engineer.

CHECK SHEET #LRS9

The entire surface shall be rolled immediately with a pneumatic-tired roller. Rolling shall proceed in a longitudinal direction beginning at the edges and progressing toward the center, overlapping on successive trips by at least 1/2 the width of the roller. The roller shall be operated at a speed which will not cause the aggregate to be displaced. The aggregate shall then be rolled with a separate pneumatic-tired roller until the aggregate is properly seated in the bituminous material.

Seal Coat. When constructing A-2 or A-3, the seal coat shall not be started until the cover coat immediately preceding the seal coat is completed.

Application of the bituminous material and aggregate and rolling of the seal coat aggregate shall be the same as specified above for the cover coat.

During the construction period, the Contractor shall maintain the completed work. If necessary, the Contractor shall apply additional seal coat aggregate to absorb excess bitumen appearing on the surface and shall repair any areas where pickup has occurred.

Upon completion of the work and after the final set of the asphalt, excess loose aggregate shall be removed.

Opening to Traffic. The road shall be opened to traffic according to Article 701.17(c)(4).

Method of Measurement. Bituminous materials will be measured for payment as specified in Section 1032.

Cover coat aggregate and seal coat aggregate will be measured in tons (metric tons) according to the requirements of Article 311.08(b), except that measurement for payment will not be made for aggregate in excess of 110 percent of the amount specified by the Engineer.

Basis of Payment. This work will be paid for at the contract unit price per ton (metric ton) for BITUMINOUS MATERIALS (PRIME COAT), BITUMINOUS MATERIALS (COVER AND SEAL COATS), POLYMERIZED BITUMINOUS MATERIALS (COVER AND SEAL COATS), COVER COAT AGGREGATE, and SEAL COAT AGGREGATE.

When provided as a payment item, the preparation of the base or existing surface will be measured and paid for as specified in Section 358. If not provided as a payment item, preparation of base or existing surface shall be considered as included in the contract unit price(s) for the bituminous surface treatment.

RESERVED

CHECK SHEET #LRS11

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

Effective: January 1, 1999

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

Selection of Labor. The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

Equal Employment Opportunity. During the performance of this contract, the Contractor agrees as follows:

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, 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.
- (b) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability 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.
- (c) 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, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.

That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with so such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- (e) That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (g) That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. 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 subcontractors; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

CHECK SHEET #LRS12

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
WAGES OF EMPLOYEES ON PUBLIC WORKS

Effective: January 1, 1999

Revised: January 1, 2015

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website. If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of not less than five years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include information required by 820 ILCS 130/5 for each worker. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.
3. **Submission of Payroll Records.** The Contractor and each subcontractor shall, no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records, except starting and ending times of work each day may be omitted.

The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the Contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general

prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

4. Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

CHECK SHEET #LRS13

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION FOR SELECTION OF LABOR

Effective: January 1, 1999

Revised: January 1, 2012

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

Employment of Illinois Workers During Periods of Excessive Unemployment. Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ at least 90 percent Illinois laborers. "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 when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Engineer. The Contractor may place no more than three of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
PAVING BRICK AND CONCRETE PAVER PAVEMENTS AND SIDEWALKS

Effective: January 1, 2004
Revised: January 1, 2009

Description. This work shall consist of constructing pavement or sidewalk, composed of paving bricks or concrete pavers, on a prepared subgrade, subbase, or base.

Materials. Materials shall be according to the following Articles of Division 1000 - Materials of the Standard Specifications.

Item	Article/Section
(a) Fine Aggregate (Note 1)	1003.01, 1003.02(d)
(b) Edge Restraints (Note 2)	
(c) Paving Brick (Note 3)	1041.03
(d) Concrete Pavers (Note 3)	1042

Note 1. The fine aggregate used for the bedding course and joint filling shall be sand, silica sand, or slag sand. It shall also be Class A quality and dry. For the bedding course, the gradation shall be FA 1 or FA 2. For joint filling, the gradation shall be FA 9.

Note 2. For sidewalk, the edge restraints shall conform to the manufacturer's recommendations. For pavement, the edge restraints shall be combination concrete curb and gutter according to Section 606 of the Standard Specifications.

Note 3. The dimensions of the bricks and/or pavers shall be as shown on the plans.

Equipment. Equipment shall conform to the following Articles of Division 1100 - Equipment of the Standard Specifications.

Item	Article/Section
(a) Pneumatic-Tired Rollers	1101.01(a)
(b) Masonry Saw (Note 1)	
(c) Vibrator/Compactor (Note 2)	

Note 1. The masonry saw shall be a wet or dry saw capable of clean and accurate cuts.

Note 2. The vibrator/compactor shall be either a plate compactor with a high frequency, low amplitude plate or a rubber-roller mechanical vibrator.

CHECK SHEET #LRS14

Aesthetic Mockup, Review, and Approval. A 1 sq yd (sq m) full-scale mock-up using actual job specific edge restraint (if other than combination concrete curb and gutter), materials, brick dimension, colors, methods, and workmanship shall be provided by the Contractor. The actual vibrating equipment and vibrating rate to be used on the job shall be used on the mockup. The accepted mock-up will be the standard by which remaining work will be evaluated for technical and aesthetic merit. The mock up may be in a location of proposed installation where it may remain if approved by the Engineer.

CONSTRUCTION REQUIREMENTS

Preparation of Subgrade. The subgrade shall be prepared according to Section 301 of the Standard Specifications, except Articles 301.05 and 301.06 will not apply.

Edge Restraints. Edge restraints shall be placed to a depth of at least the bottom of the bedding course.

For pavement, a transverse full-depth cast-in-place concrete header shall be placed at the limits of the pavement.

Bedding Course. The fine aggregate for bedding shall be placed and screeded, without compaction, to a uniform thickness of 1 to 1.5 in. (25 to 38 mm). Prepared areas shall not be left overnight, unless they are protected from disturbance and moisture. Stockpiled material shall be kept covered. Any saturated bedding aggregate shall be removed and replaced.

Installation. The bricks or pavers shall be laid in the pattern shown on the plans with a joint width from 1/8 to 1/4 in. (3 to 6 mm) on all sides. Whole bricks or pavers shall be laid first, starting from an exact edge or from the centerline of the pavement, followed by cut bricks or pavers. Cut bricks or pavers shall be at least 33 percent of the whole unit size.

After the entire pavement or sidewalk has been laid, it shall be set into the bedding course by one pass of the vibrator/compactor. Vibration/compaction shall stop within 3 ft (1 m) of any unrestrained edge.

For pavement, construction equipment shall not be driven on the new surface until the joints have been filled.

Joint Filling. The fine aggregate for joint filling shall be spread over the pavement or sidewalk and hand broomed into the joints. The aggregate shall then be worked down into the joints with multiple passes of the vibrator/compactor. Each pass shall be alternated 90 degrees from the previous pass. This process shall be repeated until the joints are completely filled.

Excess fine aggregate shall be removed by hand brooming.

All bricks and pavers within 6 ft (1.8 m) of the laying face shall be compacted and the joints completely filled with sand at the end of each workday.

For pavement, final rolling shall be completed with a 5 – 10 ton (4.5 – 9 metric ton) static pneumatic-tired roller.

Smoothness. For pavement, the completed surface will be tested for smoothness with a 16 ft (5 m) straightedge. Surface variations of the mainline pavement shall not exceed 3/16 in. (5 mm).

Method of Measurement. This work will be measured for payment as follows:

- (a) Contract Quantities. The requirements for the use of contract quantities shall conform to Article 202.07(a) of the Standard Specifications.
- (b) Measured Quantities. This work will be measured for payment in place and the area computed in square yards (square meters). Measurements will not include the edge restraints.

Edge restraints constructed of combination concrete curb and gutter will be measured according to Article 606.14 of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price per square meter (square yard) for PAVING BRICK PAVEMENT FOR LIGHT TRAFFIC, PAVING BRICK PAVEMENT FOR HEAVY TRAFFIC, CONCRETE PAVER PAVEMENT, PAVING BRICK SIDEWALK, or CONCRETE PAVER SIDEWALK.

Edge restraints constructed of combination concrete curb and gutter will be paid for according to Article 606.15 of the Standard Specifications.

CHECK SHEET #LRS15

State of Illinois
Department of Transportation

**SPECIAL PROVISION
FOR
PARTIAL PAYMENTS**

Effective: January 1, 2007

Revised: January 1, 2025

Add the following after the first paragraph of Article 109.07(a) of the Standard Specifications:

“Prior to completion of 50 percent of the contract, the State will not withhold retainage from any payment in excess of ten percent of any payment made prior to the date of completion of 50 percent of the contract. When the contract is at least 50 percent complete, the State will reduce the retainage so that no more than five percent is held.

Prior to the completion of 50 percent of the contract, the Contractor and their respective subcontractors shall not withhold from their subcontractors retainage in excess of ten percent of any payment made prior to the date of completion of 50 percent of the contract. When the contract is at least 50 percent complete, the Contractor and its subcontractors shall reduce the retainage so that no more than 5 percent is withheld from their respective subcontractors.

When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed 90 percent of the amount retained after making partial payments, but in no event shall the amount retained after making the semi-final payment be less than one percent of the adjusted contract price, nor less than \$500.00.

When any payment is made directly to the State, payments for completed work shall have deducted the proportionate share of the cost to be borne by the State. The deduction will be the estimated cost to the State divided by the awarded contract value with this percentage applied to the value of work in place. Any adjustment to be made because of changed quantities will be made when the final payment is being processed. No retainage will be held from the value of such payments.”

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

**SPECIAL PROVISION
FOR
PROTESTS ON LOCAL LETTINGS**

Effective: January 1, 2007
Revised: January 1, 2013

Except for apprenticeship and training certification issues, all protests shall be handled according to Sections 6.390 through 6.440 of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. For the purpose of a protest under this special provision, a representative of the awarding local authority executing the contract will perform the functions of the Chief Procurement Officer (CPO) and the State Purchasing Officer (SPO).

CHECK SHEET #LRS17

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

**SPECIAL PROVISION
FOR
SUBSTANCE ABUSE PREVENTION PROGRAM**

Effective: January 1, 2008
Revised: January 1, 2014

In addition to all other labor requirements set forth in this proposal and in the Standard Specification for Road and Bridge Construction, adopted by the Department, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

Substance Abuse Prevention Program. Before the Contractor and any subcontractor commences work, the Contractor and any subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in 820 ILCS 265 or shall have a collective bargaining agreement in effect dealing with the subject matter of 820 ILCS 265.

The Contractor and any subcontractor shall file with the public body engaged in the construction of the public works: a copy of the Substance Abuse Prevention Program along with a cover letter certifying that their program meets the requirements of the Act, or a letter certifying that the Contractor or a subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act.

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISIONS
FOR
MULTIGRADE COLD MIX ASPHALT

Effective: January 1, 2007
Revised: January 1, 2022

Add the following Article to Section 1032 of the Standard Specifications:

“1032.14 Multigrade Cold Mix Asphalt. Multigrade cold mix asphalt will be accepted according to the Bureau of Materials Policy Memorandum, “Cutback Asphalt and Road Oil Qualification Procedure”. The Department will maintain a qualified producer list. These materials shall conform to the requirements listed in the following table:

Test	Grades		
	CM-90	CM-150	CM-300
Viscosity (Modified Koppers), (ASTM D 4957), @ 77 °F (25 °C), 1 sec ⁻¹ , Pa·s	150 - 2000	80 - 1000	30 - 500
Flash Point, (Cleveland Open Cup), (AASHTO T 48), °F (°C)	150 min. (65 min.)	150 min. (65 min.)	150 min. (65 min.)
Distillation Test (AASHTO T 78): Distillate, percent by volume of total distillate to 680 °F (360 °C)			
Distillate to 437 °F (225 °C)	0 - 4	0 - 5	0 - 5
Distillate to 500 °F (260 °C)	0 - 5	0 - 5	0 - 5
Distillate to 600 °F (315 °C)	10 - 65	30 - 75	40 - 85
Residue from distillation to 680 °F (360 °C), percent volume by difference	80 min.	75 min.	70 min.
Water, (AASHTO T 59), %	1.0 max.	1.0 max.	1.0 max.
Tests on residue from distillation:			
Penetration @ 77 °F (25 °C), 100 g, 5 sec, (AASHTO T 49), 0.1 mm	90 - 225	100 - 275	200 min.
Float Test @ 140 °F (60 °C), (AASHTO T 50), sec	1200 min.	1200 min.	1200 min.
Solubility in trichloroethylene, (AASHTO T 44), %	99.0 min.	99.0 min.	99.0 min.”

CHECK SHEET #LRS19

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISIONS
FOR
REFLECTIVE CRACK CONTROL TREATMENT

Effective: January 1, 2022

Description. This work shall consist of constructing reflective crack control treatments. Area reflective crack control treatment shall be either System A or C at the option of the Contractor. Strip reflective crack control treatment shall be either System A, B, or C at the option of the Contractor.

Materials. Materials shall be according to the following.

Item	Article/Section
(a) Reflective Crack Control System	1062
(b) Preparation of Mixture for Cracks, Joints, and Flangeways	1030.11
(c) Hot-Poured Joint Sealer	1050.02
(d) Bituminous Materials (Note 1) (Note 2) (Note 3).....	1032

Note 1. The asphalt binder used for System A shall be PG 58-22 or PG 64-22.

Note 2. The primer to be used with System B shall be supplied by the manufacturer of the membrane and shall be compatible with the membrane.

Note 3. The tack coat to be used with System C shall be SS-1, SS-1h, SS-1hP, NTEA, RS-1, RS-2, CSS-1, CSS-1h, CSS-1hP, CRS-1, CRS-2, or HFE-90.

Equipment. Equipment shall be according to the following.

Item	Article/Section
(a) Rollers	1101.01
(b) Mechanical Sweeper	1101.03
(c) Asphalt-Rubber Processor/Distributor	1101.17
(d) Mechanical Laydown Equipment	1101.18
(e) Aggregate Spreaders	1102.04
(f) General Use Pressure Distributor	1102.05(a)

CONSTRUCTION REQUIREMENTS

Surface Preparation. The surface on which reflective crack control system is to be constructed shall be clean and dry. Base failures shall be repaired. Cracks, spalls, potholes, or other depressions shall be sealed with an approved crack sealer or filled with mixture for cracks, joints, and flangeways according to Article 406.05.

When, in the opinion of the Engineer, the existing pavement surface cannot be rendered sufficiently smooth by crack sealing and patching, a binder shall be placed prior to construction of the reflective crack control system. The binder shall be constructed according to Section 406.

Placing Hot-Mix Asphalt (HMA). When HMA binder or surface course is placed on top of any reflective crack control system, the mixture shall be placed at a maximum temperature of 325 °F (160 °C).

Reflective Crack Control System A. The area to be covered with fabric shall be sprayed uniformly with asphalt binder at a rate of 0.25 to 0.30 gal/sq yd (1 to 1.3 L/sq m) as directed by the Engineer. Asphalt binder application shall be accomplished with a general use pressure distributor for all surfaces, except where the distributor does not have room to operate, hand spraying will be allowed. The width of the spray application shall be 2 to 6 in. (50 to 150 mm) wider than the fabric width. The asphalt binder shall be applied at a maximum temperature of 325 °F (160 °C) to avoid damage to the fabric.

After the asphalt binder has been sprayed, the fabric shall be placed onto the asphalt binder without delay. Every effort must be made to lay the fabric as smoothly as possible to avoid wrinkles. Wrinkles large enough to cause laps of the fabric shall be cut and laid out flat. The fabric shall be broomed or squeegeed to remove air bubbles and make complete contact with the road surface.

The fabric shall overlap the adjacent fabric panel a minimum of 2 in. (50 mm) and asphalt binder shall be applied by hand to make the joint. The transverse joints shall be made in such a manner to avoid pickup by the paver. The direction of paving shall be in the direction of fabric placement.

When placed as a strip treatment, the strip shall be 24 in. (600 mm) wide.

Reflective Crack Control System B. The waterproofing membrane interlayer shall be placed as shown on the plans. Placement of the membrane shall be done only when the temperature is above 40 °F (5 °C) and the pavement surfaces are dry and free of dirt and debris.

The surface shall be primed according to the manufacturer's recommendations prior to placement of the membrane. The primer shall be placed at a minimum rate of 300 sq ft/gal (7 sq m/L), shall extend 1 in. (25 mm) wider than the membrane, and shall be allowed to dry until tack free before applying the membrane. Primer shall be placed on both portland cement concrete and HMA pavement surfaces.

Any spall greater than 3 in. (75 mm) in diameter which will cause a failure of the material to bond to the pavement or will leave a cavity under the material shall be corrected with a material approved by the Engineer prior to the placement of the waterproofing membrane interlayer.

The membrane shall be installed in nominal 12 in. (300 mm) widths [11 3/8 in. (290 mm) minimum] and shall be centered over the joint or crack within a 1 in. (25 mm) tolerance. Laps will be permitted in the membrane with a minimum overlap of 2.5 in. (63 mm). The membrane shall be installed straight and wrinkle-free with no

CHECK SHEET #LRS19

curled or uplifted edges. Wrinkles over 3/8 in. (10 mm) width shall be slit and folded down.

Membrane shall be surface dry before placement of the hot-mix asphalt (HMA) overlay. Paving may begin immediately after membrane placement.

Reflective Crack Control System C. Immediately prior to application of a tack coat, the surface shall be thoroughly cleaned by sweeping.

When placed as a strip treatment, the strip shall be 24 in. (600 mm) wide. Equipment which meets the approval of the Engineer and applies a uniform application of tack coat, asphalt rubber, and cover aggregate may be used.

- (a) Tack Coat. A tack coat shall be applied according to Article 406.05 at a residual rate of 0.05 lb/sq ft (0.244 kg/sq m).
- (b) Asphalt-Rubber Mixture. For the asphalt-rubber mixture, the Contractor has the choice of using either a vulcanized rubber in asphalt with a diluent (Mixture 1) or a crumb rubber blend in asphalt which has been treated with an extender oil (Mixture 2).
 - (1) Mixture 1. The percentage of vulcanized rubber shall be 33 ± 4 percent by weight (mass) of the asphalt cement in Mixture 1.

The temperature of the asphalt shall be between 350 and 400 °F (175 and 200 °C) before addition of the vulcanized rubber. The material shall be carefully combined and mixed and reacted for a period of time as required by the Engineer which shall be based on laboratory testing by the asphalt-rubber supplier or contracting agency.

The temperature of the asphalt-rubber mixture shall be above 325 °F (160 °C) during the reaction period.

After the reaction between asphalt binder and rubber has occurred, the viscosity of the hot asphalt-rubber mixture may be adjusted for spraying and/or better "wetting" of the cover material by the addition of a diluent. The diluent shall not exceed 7.5 percent by volume of the hot asphalt-rubber mixture.

If a job delay results after the full reaction has occurred, the material may be allowed to cool and be slowly reheated to an acceptable spraying temperature just prior to application. However, because of the polymer reversion that can occur when crumb rubber is held for prolonged high temperatures, the material shall not be reheated to temperatures above 325 °F (160 °C). Additional diluent up to a maximum of 3 percent by volume of the hot asphalt-rubber mixture may be used after reheating of the material.

- (2) Mixture 2. The percentage of crumb rubber blend shall be 25 ± 4 percent by weight of the asphalt binder. Prior to adding the crumb rubber blend, the asphalt and extender oil shall be mixed in such quantities to produce an absolute viscosity of 600 poises (60 Pa·s) at

140 °F (60 °C) when tested according to the requirements of AASHTO T 202. The asphalt oil blend shall first be heated to 400 °F (200 °C) minimum and be thoroughly mixed before beginning incorporation of the crumb rubber blend. The crumb rubber blend shall be added as quickly as possible and the mix shall be given adequate circulation and agitation during the addition-mixing process to provide for proper dispersion. As soon as the mixing of the rubber is complete, Mixture 2 may be applied to the roadway. However, if the material is not to be used within one hour of mixing, the temperature shall be reduced to below 325 °F (160 °C) and reheated on the project site.

- (c) Application of Asphalt-Rubber Material. Asphalt-rubber shall be placed only under the following conditions.
- (1) The pavement surface temperature is not less than 60 °F (15 °C) and rain is not imminent;
 - (2) The pavement surface is clean and dry;
 - (3) The wind conditions are such that excessive blowing of the spray bar fans is not occurring, and
 - (4) All construction equipment such as asphalt-rubber distributor, aggregate spreader, haul trucks with cover aggregate, and rollers are in position and ready to commence placement operations.

The asphalt-rubber mixture shall be applied at a temperature of 290 to 325 °F (140 to 160 °C) at a rate of 0.6 ± 0.05 gal/sq yd (2.7 ± 0.2 L/sq m) [based on 7.5 lb/hot gal (0.9 kg/hot L)]. Transverse joints shall be constructed by placing building paper across and over the end of the previous asphalt-rubber application. Once the spraying has progressed beyond the paper, the paper shall be removed immediately and disposed of as directed by the Engineer. Longitudinal joints shall be lapped a minimum of 4 in. (100 mm).

- (d) Application of Cover Material. Cover material shall be applied immediately to the asphalt-rubber after spreading at a rate of 30 to 40 lb/sq yd (16 to 22 kg/sq m). If steel slag is used for cover material, the spread quantity shall be increased in proportion to its higher specific gravity.

At the time of application to the asphalt-rubber, cover aggregate shall not contain any free moisture.

- (e) Rolling. At least three pneumatic-tired rollers shall be provided to accomplish the required embedment of the cover material. At some project locations or where production rates indicate, fewer rollers may be utilized as directed by the Engineer.

Sufficient rollers shall be used for the initial rolling to cover the width of the aggregate spread with one pass. The first pass shall be made immediately behind the aggregate spreader, and if the spreading is stopped for any reason, the spreader shall be moved ahead or off to the side so that all

CHECK SHEET #LRS19

cover material may be immediately rolled. Four complete coverages with rollers shall be made with all rolling completed within two hours after the application of the cover material.

- (f) Opening the Completed Asphalt-Rubber Membrane Interlayer to Traffic. Except when it is necessary that hauling equipment must be on the newly applied membrane, traffic of all types shall be kept off the membrane until it has had time to set properly. The speed of all hauling equipment shall not exceed 15 mph (25 km/hr) when traveling over a membrane which is not adequately set. The minimum traffic free period shall be at least two hours.
- (g) Removing Loose Cover Aggregate. Following placement of the system, the loose cover aggregate shall be removed with a mechanical sweeper without dislodging any embedded aggregate.
- (h) Placement of HMA. The placement of the HMA overlay shall be delayed as directed by the Engineer for sufficient time to allow for adequate evaporation of the diluent or extender oil. A minimum of two hours shall elapse.

Method of Measurement. Area reflective crack control treatment will be measured for payment in place and the area computed in square yards (square meters). Strip reflective crack control treatment will be measured for payment in feet (meters) along the joint or crack.

Basis of Payment. This work will be paid for at the contract unit price per square yard (square meter) for AREA REFLECTIVE CRACK CONTROL TREATMENT or per foot (meter) for STRIP REFLECTIVE CRACK CONTROL TREATMENT.



Check Sheet for Recurring Special Provisions

Local Public Agency	County	Section Number
City of Evanston	Cook	26-00305-00-RS

Check this box for lettings prior to 01/01/2026

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

Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	87
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	90
3	<input type="checkbox"/> EEO	91
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	101
5	<input type="checkbox"/> Required Provisions - State Contracts	106
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	112
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	113
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	114
9	<input checked="" type="checkbox"/> Construction Layout Stakes	115
10	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	118
11	<input type="checkbox"/> Subsealing of Concrete Pavements	120
12	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	124
13	<input checked="" type="checkbox"/> Pavement and Shoulder Resurfacing	126
14	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	127
15	<input type="checkbox"/> Polymer Concrete	129
16	<input type="checkbox"/> Reserved	131
17	<input type="checkbox"/> Bicycle Racks	132
18	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	134
19	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	136
20	<input type="checkbox"/> English Substitution of Metric Bolts	137
21	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	138
22	<input checked="" type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	139
23	<input checked="" type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	147
24	<input type="checkbox"/> Reserved	163
25	<input type="checkbox"/> Reserved	164
26	<input type="checkbox"/> Temporary Raised Pavement Markers	165
27	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	166
28	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	169
29	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	173
30	<input type="checkbox"/> Longitudinal Joint and Crack Patching	176
31	<input type="checkbox"/> Concrete Mix Design - Department Provided	178
32	<input type="checkbox"/> Station Numbers in Pavements or Overlays	179

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

Local Roads And Streets Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	Reserved	181
LRS 2	<input type="checkbox"/> Furnished Excavation	182
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control Surveillance	183
LRS 4	<input checked="" type="checkbox"/> Flaggers in Work Zones	184
LRS 5	<input checked="" type="checkbox"/> Contract Claims	185
LRS 6	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	186
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	192
LRS 8	Reserved	198
LRS 9	<input checked="" type="checkbox"/> Bituminous Surface Treatments	199
LRS 10	Reserved	203
LRS 11	<input checked="" type="checkbox"/> Employment Practices	204
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works	206
LRS 13	<input checked="" type="checkbox"/> Selection of Labor	208
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	209
LRS 15	<input checked="" type="checkbox"/> Partial Payments	212
LRS 16	<input type="checkbox"/> Protests on Local Lettings	213
LRS 17	<input type="checkbox"/> Substance Abuse Prevention Program	214
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	215
LRS 19	<input type="checkbox"/> Reflective Crack Control Treatment	216

Instructions for BLR 11300 - Page 1 of 1

Note: Instructions are not to be submitted with the form.

This form shall be used and included in proposal/contract documents. Items checked on the check sheet are included by reference and do not need to also be attached.

For more information see Chapter 11 of the Bureau of Local Roads and Street Manual (BLRS Manual).

Local Public Agency	Insert the name of the Local Public Agency (LPA) the proposal is for.
County	From the drop down, select the name of the County in which the LPA is located.
Section Number	Insert the section number without dashes that the proposal/contract is for.
Check Box for Letting Date	Check this box if the letting is to be held prior to January 1, 2026. For lettings held on or after January 1, 2026 leave the box blank. This choice allows the correct version of the form to display for the desired letting.
Special Provisions	Check the boxes for the Recurring Special Provisions and the Local Roads and Streets Recurring Special Provisions which are to be included in this proposal/contract package by reference.

This form is to be submitted in the proposal packet for material proposal/deliver and install proposals and contract proposals.

BDE SPECIAL PROVISIONS
For the April 25 and June 13, 2025 Lettings

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

File Name	#		Special Provision Title	Effective	Revised
	80099	1	<input type="checkbox"/> Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274	2	<input type="checkbox"/> Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192	3	<input type="checkbox"/> Automated Flagger Assistance Devices	Jan. 1, 2008	April 1, 2023
	80173	4	<input type="checkbox"/> Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426	5	<input type="checkbox"/> Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
*	80241	6	<input type="checkbox"/> Bridge Demolition Debris	July 1, 2009	
*	50531	7	<input type="checkbox"/> Building Removal	Sept. 1, 1990	Aug. 1, 2022
*	50261	8	<input type="checkbox"/> Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80460	9	<input checked="" type="checkbox"/> Cement, Finely Divided Minerals, Admixtures, Concrete, and Mortar	Jan. 1, 2025	
	80384	10	<input checked="" type="checkbox"/> Compensable Delay Costs	June 2, 2017	April 1, 2019
*	80198	11	<input type="checkbox"/> Completion Date (via calendar days)	April 1, 2008	
*	80199	12	<input type="checkbox"/> Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80461	13	<input type="checkbox"/> Concrete Barrier	Jan. 1, 2025	
	80453	14	<input type="checkbox"/> Concrete Sealer	Nov. 1, 2023	
	80261	15	<input type="checkbox"/> Construction Air Quality – Diesel Retrofit	June 1, 2010	Jan. 1, 2025
*	80029	16	<input checked="" type="checkbox"/> Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2025
	80229	17	<input type="checkbox"/> Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80452	18	<input type="checkbox"/> Full Lane Sealant Waterproofing System	Nov. 1, 2023	
	80447	19	<input type="checkbox"/> Grading and Shaping Ditches	Jan. 1, 2023	
	80433	20	<input type="checkbox"/> Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80456	21	<input type="checkbox"/> Hot-Mix Asphalt	Jan. 1, 2024	Jan. 1, 2025
	80446	22	<input type="checkbox"/> Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
	80438	23	<input type="checkbox"/> Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	April 2, 2024
	80450	24	<input type="checkbox"/> Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
	80464	25	<input type="checkbox"/> Pavement Marking Inspection	April 1, 2025	
	80441	26	<input type="checkbox"/> Performance Graded Asphalt Binder	Jan. 1, 2023	
	80459	27	<input type="checkbox"/> Preformed Plastic Pavement Marking	June 2, 2024	
*	34261	28	<input type="checkbox"/> Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80455	29	<input checked="" type="checkbox"/> Removal and Disposal of Regulated Substances	Jan. 1, 2024	April 1, 2024
	80445	30	<input type="checkbox"/> Seeding	Nov. 1, 2022	
	80457	31	<input type="checkbox"/> Short Term and Temporary Pavement Markings	April 1, 2024	April 2, 2024
	80462	32	<input type="checkbox"/> Sign Panels and Appurtenances	Jan. 1, 2025	April 1, 2025
	80448	33	<input type="checkbox"/> Source of Supply and Quality Requirements	Jan. 2, 2023	
	80340	34	<input type="checkbox"/> Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127	35	<input type="checkbox"/> Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397	36	<input checked="" type="checkbox"/> Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	37	<input checked="" type="checkbox"/> Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80463	38	<input checked="" type="checkbox"/> Submission of Bidders List Information	Jan. 2, 2025	
	80437	39	<input type="checkbox"/> Submission of Payroll Records	April 1, 2021	Nov. 2, 2023
	80435	40	<input type="checkbox"/> Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80465	41	<input type="checkbox"/> Surveying Services	April 1, 2025	
	80466	42	<input type="checkbox"/> Temporary Rumble Strips	April 1, 2025	
*	20338	43	<input type="checkbox"/> Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429	44	<input type="checkbox"/> Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439	45	<input type="checkbox"/> Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80458	46	<input type="checkbox"/> Waterproofing Membrane System	Aug. 1, 2024	
	80302	47	<input type="checkbox"/> Weekly DBE Trucking Reports	June 2, 2012	Jan. 2, 2025
	80454	48	<input type="checkbox"/> Wood Sign Support	Nov. 1, 2023	
	80427	49	<input checked="" type="checkbox"/> Work Zone Traffic Control Devices	Mar. 2, 2020	Jan. 1, 2025
*	80071	50	<input type="checkbox"/> Working Days	Jan. 1, 2002	

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

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

The following special provisions are in the 2025 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location(s)</u>	<u>Effective</u>	<u>Revised</u>
80434	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Articles 542.03, 550.03, 1040.03, 1040.04(b), 1040.04(d) & 1040.08	Jan. 1, 2021	
80443	High Tension Cable Median Barrier Removal	Section 632	April 1, 2022	
80045	Material Transfer Device	Articles 406.03, 406.06(f), 406.13(b), 406.14 & 1102.02	Nov 15, 1999	Jan. 1, 2022
80410	Traffic Spotters	Article 701.13	Jan. 1, 2019	



Local Public Agency

County

Section Number

City of Evanston

Cook

26-00305-00-RS

The following Special Provision supplement the "Standard Specifications for Road and Bridge Construction", adopted

[Redacted]

, the latest edition of the "Manual on 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 Specification and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above named section, and in case of conflict with any parts, or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

[Large empty rectangular box for special provisions]

Instructions for BLR 11310

This form shall be used as the starting paragraph for the special provision packet included in Federal Aid, Township Bridge (TBP) and Motor Fuel Tax (MFT) roadway improvement and maintenance projects. For more information see Chapter 11 of the Bureau of Local Roads and Street Manual (BLRS Manual).

CITY OF EVANSTON

SPECIAL PROVISIONS

2026 MFT Street Resurfacing Project

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,

2026 MFT Street Resurfacing Project IDOT Section No. 25-00305-00-RS Evanston Bid Number: 26-24

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 resurfacing of various streets with minor utility repairs, concrete curb and sidewalk replacement, and all incidental work including all materials, labor and equipment.

COMPLETION DATES

Work is anticipated to commence no earlier than June 10, 2026 and shall be substantially complete within **40 Working days** or by August **21, 2026**, whichever comes first. The contract award is scheduled for June 1, 2026. The contract has two separate phases to accommodate various neighborhood activities in City of Evanston.

Phase I – Jenks Street, Harrison Street, Haven Street

Work is anticipated to commence no earlier than June 10, 2026, and shall be substantially completed within **20 working days** or by **July 10, 2026**, whichever comes first.

Phase II – Dobson Street, McDaniel Avenue, Elmwood Avenue & Custer Avenue

Work shall commence no earlier than the week of July 10, 2026, and shall be substantially completed within **20 working days** or by August **21, 2026**, whichever comes first.

Substantial completion shall be defined as completion of all items of work with the exception of punch list items and sod installation; preparation of the parkway area for sodding shall be complete. Additional preparation of the parkway area prior to sod installation after August 31 when temperatures allow will not be paid for separately but shall be considered as included in the contract. Concrete work will be required to be completed on one side of the street at a time.

Final contract completion date (including punch list) is **September 15, 2026**. Only sod watering may occur after the contract completion date. The City reserves the right to assess deductions in the amounts as detailed in Article 108.09 of the Standard Specifications per Workday for each day of overrun for each of the interim/substantial working day and/or completion dates listed above in bold.

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.

SAW CUTS

Add the following paragraphs to Article 442.05:

The Contractor shall full depth saw cut for the removal of existing curb, sidewalk, all structure work, and for all pavement patches. 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. All saw cuts shall be parallel or perpendicular to the curb & gutter, edge of sidewalk, or the edge of pavement, with straight, clean, edges, to the satisfaction of the ENGINEER. This item shall be included with curb & gutter, sidewalk, structure work, and pavement 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.**

When removing pavement, curb and gutter, shoulder, 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.**

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 pavement and whether or not it contains reinforcement.

FIBER OPTIC UTILITIES

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

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

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 rights-of-way, except areas designated as tree protection zones. If, for their convenience, Contractors wish to conduct work activities outside public rights-of-way, 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 rights-of-way and easements shall be borne by the

Contractors at no additional expense to the Owner.

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

Excess construction equipment, not actively engaged in daily work operations, shall be stored only in the Contractor's storage areas and not along City streets. Tracked construction equipment shall be moved from place to place in the City only on rubber-tired trailers. "Walking" of tracked equipment between construction areas is expressly prohibited. Refueling trucks shall not be parked on City streets and shall be returned to the Contractor's storage area when not in use. The Contractor shall provide off-street parking for personal vehicles belonging to his employees, supplier's employees, and subcontractor's employees. These vehicles may not be parked along City streets or in Work areas. **No trailers and/or connex containers will be allowed to be stored on/in the City of Evanston R.O.W.**

The Contractor shall provide receptacles as necessary at construction areas for depositing wastepaper 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 always maintained 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 always maintain access for emergency vehicles to all parts of the construction area.

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 temporary sanitary 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 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 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 facts 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 always maintained in passable conditions 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 107.18 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 always be accessible 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." 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 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.

Add Article 107.37, which shall read as follows:

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

**STANDARDS
701301, 701501, 701801, 701901**

If requested by Contractor, one-block-long road closures will be allowed by the Owner in areas deemed necessary by the Engineer. No more than one lane of other streets may be closed at any time. Traffic control shall be in accordance with the applicable sections of the Standard Specifications, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control

Devices for Streets and Highways, any Special Provisions, any Supplemental Standard Specifications and any special details and Highway Standards contained herein.

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

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

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

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

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

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

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

Add Article 107.38, which shall read as follows:

"107.38 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. Temporary pavements specified by

Engineer or Owner shall be placed on the same day as sewer and/or water main work and shall be maintained as necessary until final roadway restoration. Contractor shall promptly remove all loose material spilled on roadways during the execution of the Work.

Temporary pavements for trenches crossing roadways and sewer and/or water main structures in through traffic lanes shall be hot mix when specified or as directed by Engineer. Temporary pavements around structures not located in through traffic lanes shall be aggregate surface course as specified or as directed by the Engineer.”

Add Article 107.39, which shall read as follows:

“107.39 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 earthwork, moving 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 107.40, which shall read as follows:

“107.40 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.”

PROSECUTION AND PROGRESS

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

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

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

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

following dates:

Friday, June 19, 2026
Friday, September 11, 2026
Monday, September 21, 2026

Juneteenth
Rosh Hashana
Yom Kippur

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 4:00 p.m. local time during the calendar dates specified in Article 108.03. Except for work required to maintain warning lights, barricades and other safety/health-related systems no work shall be performed on Saturdays, Sundays, legal holidays, or between 4:00 pm and 7:00 am on other days without specific permission of the Owner. Any violation for working hours contractor will be fined \$500.00 for each occurrence.

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 4:00 p.m., Monday through Friday, except legal holidays, in accordance with the calendar dates specified in Article 108.03.

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.

MEASUREMENT AND PAYMENT

Delete Article 109.07 and replace it with the following:

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

Documents to be Submitted With Applications for Partial Payment

- (a) MBE/WBE/EBE Monthly Utilization Report
- (b) All delivery tickets for concrete and asphalt.
- (c) Lien Waivers
- (d) 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.

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.

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."

TREE PROTECTION

Add the following paragraphs to Article 201.01:

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 work except that payment will be made for Temporary Fence and Root Pruning as separate pay items.

A. 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.

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 the entire perimeter of the tree, for aesthetic and

structural enhancement, of existing trees.

DISPOSAL OF EXCAVATED MATERIAL

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

The Contractor will be responsible to provide CCDD and soil fill site operators with all testing information and fees as required by the IEPA and fill site operators. The City will provide the Contractor IEPA LPC documentation prior to the start of construction.

Excavated material identified by the City or during the course of construction as not conforming to CCDD requirements shall be sampled, analyzed, and screened for disposal site acceptance by the Contractor in accordance with Section 669 of the Standard Specifications. This work will be paid for at the contract unit price per Each as Soil Disposal Analysis for each test taken and at the contract unit price per Cubic Yard for Non-Special Waste Disposal.

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 and will be measured for payment by volume in cubic yards. Topsoil must be furnished from an inspected source with delivery tickets displaying the material volume delivered.

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.

Topsoil used to backfill concrete work will not be paid for but shall be considered as included in the various contract items.

SODDING, SALT TOLERANT

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.”
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. Placement of topsoil shall be incidental to the cost of sodding and no separate payment shall be made.”

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** will be paid separately per UNIT of SUPPLEMENTAL WATERING. Any sodding that does not survive will be replaced by the Contractor at his own expense.”

This work will be paid for at the Contract unit price per SQUARE YARD for SODDING, SALT TOLERANT measured in place for the quantity actually installed within the pay limits shown on the Drawings, 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.

AGGREGATE BASE COURSE

Section 351 shall apply with the following modifications:

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 driveways and curb and gutter, as shown on the Drawings and as directed by the Engineer. Aggregate base course for pavement patching, driveways, and sidewalk is incidental to the various contract pay items. Base course shall be placed on the prepared sub-grade. **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.**

INCIDENTAL 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 and **speed humps.**

The Hot-Mix Asphalt for the Incidental 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 and fine aggregate will be specified by the Engineer.

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 "INCIDENTAL HOT-MIX ASPHALT SURFACING", which price shall include all labor, materials and equipment necessary to complete the work.

The cost of Bituminous Materials (Tack Coat) will not be paid for separately but shall be incidental to the unit price per ton for INCIDENTAL HOT-MIX ASPHALT SURFACING.

TEMPORARY HOT-MIX ASPHALT

This work shall consist of the placement of hot-mix asphalt surface course (typically 2-inches thickness) within all utility trenches to finished grade by the end of each day or to ramp frames or curb ramps for construction staging, maintenance, and the removal of the HMA at a later date in preparation for final pavement patching.

This work will be paid for per Ton for Temporary Hot-Mix Asphalt which shall include all work, equipment, and materials necessary to construct, maintain, and remove and disposal the hot-mix asphalt surface to the limits as directed by the Engineer.

Note: Removal of temporary stone in preparation for final pavement patching shall be considered as included in the contract unit price bid for Aggregate for Temporary Access.

PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT

Add the following paragraphs to Article 423.01:

"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 constructed in accordance with Section 351 of the Standard Specifications. The driveway pavement shall be six (6") inches or eight (8") inches thick. 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."

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: aggregate base course for grading; 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. Earth excavation and/or addition of coarse aggregate to driveway subgrade and final grading will not be paid for separately but shall be considered as included in the contract unit price for concrete driveways.

Backfilling of driveway work will not be paid for separately but shall be considered as included in the contract unit price for concrete work.

PORTLAND CEMENT CONCRETE SIDEWALK

Add the following sentences to Article 424.01:

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.

Backfilling of sidewalk work will not be paid for separately but shall be considered as included in the contract unit price for concrete work.

Add the following sentences to Article 424.04:

Earth excavation and/or addition of coarse aggregate to sidewalk subgrade and final grading will not be paid for separately but shall be considered as included in the contract unit price for concrete sidewalk.

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.

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.**”

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).”

HOT-MIX ASPHALT SURFACE REMOVAL (VARIABLE DEPTH)

In addition to the requirements of Section 440 of the Standard Specifications, the Specifications shall be modified to include the following:

This work shall consist of removing the existing bituminous surface and underlying HMA base, PCC base, brick base, or aggregate base at varying depths from 2” to 4” (**nominal depth of 3”**) to the limits specified on the plans and/or as directed by the Engineer in accordance with the applicable portions of Section 440 of the Standard and Supplemental Specifications. The provisions of Article 440.03 of the Standard Specification should be modified to include the following:

Pavement patching shall be completed after the pavement is milled. The ENGINEER will inspect the milled pavement and identify the areas which will require pavement patching. If new curb and gutter is part of the project, the curb and gutter shall be constructed prior to the start of the milling operation.

HMA Surface Removal, Variable Depth shall include any additional passes of the milling machine required to remove an existing quarter crown and establish the proposed/uniform pavement cross slope as directed by the Engineer. These operations shall be considered incidental to the work, and no separate payment shall be made.”

This work will be paid for at the Contract unit price per SQUARE YARD for HOT MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH outside of the standard trench width, but within the payment limits for full-width street resurfacing shown on the Drawings and/or as directed by the Engineer.

Basis of Payment: This work will be paid for at the Contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH, which price shall include all labor, material and equipment necessary to perform the work as specified herein

PAVEMENT PATCHING

Add the following paragraph to Article 442.01:

“Class C (also called Type B on the Drawings) patches shall conform to Section 353-Portland Cement Concrete Base Course and Class D (also called Type D on the Drawings) patches shall conform to Section 355 – Hot-Mix Asphalt (HMA) Base Course. Existing pavement is to be removed and replaced in accordance with the Drawings. The quantification sub-types: I, II, III, and IV, shall not apply.”

Delete Note 1 of Article 442.02 and replace with the following:

“Note 1. For Class C pavement patches, Early Strength Patching Mixture as specified in Article 1020.05(g)(1) shall be utilized.”

Add the following sentences to the first paragraph of Article 442.05:

“The Contractor shall saw-cut existing pavements to full depth, along the line of the maximum allowable trench width as showing on the Drawings. All excavated material including paving bricks shall be properly disposed of off-site. No drop hammer and/or guillotine-type concrete breakers/cutters shall be utilized for pavement removal. **No earth saw shall be utilized to saw-cut pavement.**”

Add the following sub-paragraph to Article 442.06 Paragraph (a) Subparagraph (2):

“On streets having a concrete base and HMA overlay, PCC concrete base patches will be 2 inches below existing pavement surface.

This work will be paid for at the Contract unit price per SQUARE YARD for CLASS C PATCHES, SPECIAL, 9” and CLASS D PATCHES, SPECIAL, 9”, measured in place. Payment shall be made for the quantity of patch actually installed within the pay limits shown on the Drawings or as directed by Engineer.

These Contract unit prices shall be payment in full for all materials, labor and equipment required for: saw-cutting (full depth), removal, and disposal of existing pavement and sub-base to proposed subgrade; furnishing, placement and final grading of aggregate base course, new paving materials and installation; furnishing and installing contraction joints, dowel bars, and expansion joints as required; finishing and additional reinforcement where required for concrete pavement; and related work required to complete the installation which is not included in other Payment Items.

FIBERGLASS FABRIC REPAIR SYSTEM

Add the following to Article 444.01 of the Standard Specifications:

The fiberglass fabric shall be placed in strips 12-inches wide to be placed over joints and cracks in the pavement at locations as directed by the Engineer prior to placement of leveling binder. **One-way traffic shall be maintained during installation using 2 flagmen** and shall be considered as included in the cost for this pay item.

This work will be paid for at the contract unit price per square yard for Fiberglass Fabric Repair System, which includes preparation of existing pavement and other incidentals necessary to place the system.

CATCH BASIN, MANHOLE, INLET, AND VALVE VAULT CONSTRUCTION, ADJUSTMENT AND RECONSTRUCTION

Delete Article 602.01 and replace it with the following:

“**602.01 Description.** This work, as shown on the Drawings, shall consist of:

- (a) Removing and disposing of existing manholes, inlets and catch basins designated to be abandoned.
- (b) Replacing existing manholes, catch basins, inlets, and valve vaults.
- (c) Adjusting or partially reconstructing existing manholes, catch basins, inlets, or valve vault structures in order to rehabilitate the utility structure and/or establish the utility structures at final finished grades.
- (d) Constructing new valve vaults, including bases, barrel sections, transition cone sections or flat slab tops (if required), and required frames and lids.
- (e) Constructing new combined sewer and relief sewer manholes, catch basins and inlets, including placing precast reinforced concrete sections together with flat slab tops (if required), transition sections, precast monolithic bases, frames and lids.
- (f) Installing new frames/lids on existing utility structures to meet grades shown on the Drawings, to match existing grades, or as directed by Engineer.”

Add the following paragraph and subparagraphs to Article 602.02:

“In addition to the requirements of the Standard Specifications previously cited, manhole catch basin, inlet and valve vaults materials shall conform to the following additional requirements, which, in case of conflict, shall take precedence over the Standard Specifications:

- (a) **Materials for Reconstructing Existing Structures.** Concrete brick or precast reinforced concrete sections.
- (b) **Materials for Constructing New Structures.** Precast reinforced concrete sections only.
- (c) **Final Grade Adjustments for Structures.** Tapered precast reinforced concrete adjustment rings shall be used for final grade adjustment of existing and new structures. Adjustment rings shall be laid on a full bed of mortar. A minimum of one and a maximum of two rings shall be used for final grade adjustment at each structure. The total height of final adjustment shall not exceed 11-inches for any structure. The use of brick for final structure adjustment is not permitted.
- (d) Frames, covers and grates shall conform to Frames & Grates special provision.
- (e) **Inlets.** Inlets shall be precast reinforced concrete conforming to INLET, TYPE A – IDOT STANDARD 602301 with the following exceptions: 1) Instead of a 16” depth, the depth shall be 34” unless otherwise specified on the drawings. 2) Instead of the 3” Sand Cushion, a minimum 6” deep granular material (CA-11) base will be required.

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.”

Delete Article 602.03 in its entirety.

Delete Article 602.07 and replace it with the following:

“602.07 Precast Reinforced Concrete Sections. Base, barrel, cone and top sections shall be set as shown on the Drawings. The joints between precast concrete base sections, barrel sections, cone sections, and top slab sections in manholes, vaults, catch basins and inlets shall be sealed with two rings of 100 percent butyl gasket in rope form having a square cross-section of 1-inch nominal size. Adjusting rings and frames shall be set in full-width beds of cement mortar.

All lift holes on precast elements for manholes, vaults, catch basins, and inlets shall be completely filled with mortar and sealed with a bitumastic material.”

Add the following to Article 602.11:

“(d) All existing frames, lids, grates and inlets reclaimed during construction are the property of the City of Evanston. These frames lids and grates shall be moved to a suitable place on the job for storage and made available for removal by the Owner.

(e) All manhole frame castings placed shall be set in full mortar beds composed of one part masonry cement to two parts sand by volume, based on dry materials, with no admixtures. Castings must be set accurately to the finished elevation so that no subsequent adjustment will be required. All frames will be adjusted to final grade by means of concrete adjusting rings. No brickwork to produce an adjustment ring will be accepted or permitted to adjust any structure to grade. Where manholes are located in roadways, paved alleys or paved driveways, casings shall be set to match the longitudinal slope and cross-slope of the pavement.

(f) Existing frames and lids must not be used as temporary covers during construction.”

Delete the second paragraph of Article 602.13 and replace it with the following:

“The space between the sides of the excavation and the outer surfaces of the structures shall be filled with CA-11 material as shown on the Drawings.”

This work will be paid for at the Contract unit price per EACH for CATCH BASINS, MANHOLES, INLETS, and VALVE VAULTS, of the types and sizes 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 sewer 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; temporary pumping of combined sewer flows; new structures; bedding; sewer connection; frames, lids and other castings; flexible check valves; abandonment of existing sewers where called out on the Drawings, including filling and placement of required plugs; supply, placement, compaction, and compaction testing of material, infiltration/exfiltration and other testing/inspection; correction of defects; and, other related work required to complete the installation which is not included under other Payment Items.

Frames and lids/grates on structures to be reconstructed will be paid for separately.

This item 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.

CATCH BASIN, MANHOLE, INLET, DRAINAGE STRUCTURE AND VALVE VAULT CONSTRUCTION

Delete Article 602.01 and replace it with the following:

“**602.01 Description.** This work, as shown on the Drawings, shall consist of:

- (a) Removing and disposing of existing manholes, inlets and catch basins designated to be abandoned.
- (b) Replacing existing manholes, catch basins, inlets, and valve vaults.
- (c) Adjusting or partially reconstructing existing manholes, catch basins, inlets, or valve vault structures in order to rehabilitate the utility structure and/or establish the utility structures at final finished grades.
- (d) Constructing new valve vaults, including bases, barrel sections, transition cone sections or flat slab tops (if required), and required frames and lids.
- (e) Constructing new combined sewer and relief sewer manholes, catch basins and inlets, including placing precast reinforced concrete sections together with flat slab tops (if required), transition sections, precast monolithic bases, frames and lids.
- (f) Installing new frames/lids on existing utility structures to meet grades shown on the Drawings, to match existing grades, or as directed by Engineer.”

Add the following paragraph and subparagraphs to Article 602.02:

"In addition to the requirements of the Standard Specifications previously cited, manhole catch basin, inlet and valve vaults materials shall conform to the following additional requirements, which, in case of conflict, shall take precedence over the Standard Specifications:

- (a) **Materials for Reconstructing Existing Structures.** Concrete brick or precast reinforced concrete sections.
- (b) **Materials for Constructing New Structures.** Precast reinforced concrete sections only.
- (c) **Final Grade Adjustments for Structures.** Tapered precast reinforced concrete adjustment rings shall be used for final grade adjustment of existing and new structures. Adjustment rings shall be laid on a full bed of mortar. A minimum of one and a maximum of two rings shall be used for final grade adjustment at each structure. The total height of final adjustment shall not exceed 11-inches for any structure. The use of brick for final structure adjustment is not permitted.
- (d) Frames, covers and grates shall conform to Section 604.
- (e) **Inlets.** Inlets shall be precast reinforced concrete conforming to INLET, TYPE A – IDOT STANDARD 602301 with the following exceptions: 1) Instead of a 16" depth, the depth shall be 34" unless otherwise specified on the drawings. 2) Instead of the 3" Sand Cushion, a minimum 6" deep granular material (CA-11) base will be required.
- (f) **Catch Basins.** Type A catch basins shall be precast reinforced concrete conforming to CATCH BASIN TYPE A – IDOT STANDARD 602001 with the following exceptions: 1) Instead of a 34" sump, a 48" sump will be required. 2) Instead of the 3" sand cushion, a minimum 6" deep granular material (CA-11) base will be required.
- (g) **Valve Vaults.** Valve vault sections shall be precast reinforced concrete conforming to ASTM C-478. All top sections for precast reinforced concrete valve vaults shall be precast reinforced concrete concentric cones or slab tops of the same quality as the barrel of the vault. Valve vaults shall be supplied with factory-formed openings to accommodate the various size water mains such that a minimum 12 inches of clearance between the top of the vault base and bottom of the main can be provided. Bases for replacement vaults on existing water mains shall be separate, one-piece precast units having a minimum thickness of 6 inches. No slab or split bottom shall be used. Valve vaults for new valves shall be 4-foot, 5-foot, or 6-foot diameter.
- (h) **Manholes.** Storm, sanitary, combined, and relief sewer manhole barrel sections shall be precast reinforced concrete conforming to the requirements of ASTM C-478. Pipe connections shall conform to ASTM C-923. No steps shall be installed in manholes. All top sections for precast reinforced concrete manholes shall be precast reinforced concrete eccentric cones or slab tops of the same quality as the manhole barrel. Except where otherwise indicated on the drawings, manholes shall have a precast monolithic base with a factory-installed bench and otherwise be in conformance with Illinois Department of Transportation Highway Standards MANHOLE TYPE A – IDOT STANDARD 602401. Where indicated on the drawings, manholes supplied for 48" and larger pipes shall be of a "T"-pipe base-style fabrication. The pipeline portion of the base "T" section shall conform to ASTM C-76 and be of the same pipe class as connected sewer pipe. The riser section shall conform to ASTM C-478.

- (i) **Gasket Materials for Joints Between Precast Concrete Sections.** 100 percent butyl rubber rope-type gasket having a square cross-section of 1-inch nominal size conforming to the physical properties of Federal Specifications SS-S00210 as sold under the trade name E-Z Stik or equal.

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.”

Delete Article 602.03 in its entirety.

Delete Article 602.07 and replace it with the following:

“602.07 Precast Reinforced Concrete Sections. Base, barrel, cone and top sections shall be set as shown on the Drawings. The joints between precast concrete base sections, barrel sections, cone sections, and top slab sections in manholes, vaults, catch basins and inlets shall be sealed with two rings of 100 percent butyl gasket in rope form having a square cross-section of 1-inch nominal size. Adjusting rings and frames shall be set in full-width beds of cement mortar.

For valve vault reconstruction, the precast bottom slab should be placed directly on level, undisturbed earth. Sand may be used for final leveling off the bottom of the excavation, but thickness shall be kept to a practical minimum. In no case, shall the thickness of sand used for leveling exceed 1-inch. The purpose of requiring the base slab to be set on undisturbed earth and limiting the use of sand for leveling is to minimize post-construction settlement of the replacement valve vault and resulting damage to the existing water main. The Contractor shall bear the cost of repairing existing water mains damaged by vault settlement.

All lift holes on precast elements for manholes, vaults, catch basins, and inlets shall be completely filled with mortar and sealed with a bitumastic material.”

Add the following to Article 602.11:

“(d) All existing frames, lids, grates and inlets reclaimed during construction are the property of the City of Evanston. These frames lids and grates shall be moved to a suitable place on the job for storage and made available for removal by the Owner.

(e) All manhole frame castings placed shall be set in full mortar beds composed of one part masonry cement to two parts sand by volume, based on dry materials, with no admixtures. Castings must be set accurately to the finished elevation so that no subsequent adjustment will be required. All frames will be adjusted to final grade by means of concrete adjusting rings. No brickwork to produce an adjustment ring will be accepted or permitted to adjust any structure to grade. Where manholes are located in roadways, paved alleys or paved driveways, casings shall be set to match the longitudinal slope and cross-slope of the pavement.

(f) Existing frames and lids must not be used as temporary covers during construction.”

Delete the second paragraph of Article 602.13 and replace it with the following:

“The space between the sides of the excavation and the outer surfaces of the structures shall be filled with CA-11 material as shown on the Drawings.”

Delete Article 602.16 and replace it with the following:

“This work will be paid for at the Contract unit price per EACH for CATCH BASINS, MANHOLES, INLETS, and VALVE VAULTS, of the types and sizes 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 sewer 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; temporary pumping of combined sewer flows; new structures; bedding; sewer connection; frames, lids and other castings; flexible check valves; abandonment of existing sewers where called out on the Drawings, including filling and placement of required plugs; supply, placement, compaction, and compaction testing of material, infiltration/exfiltration and other testing/inspection; correction of defects; and, other related work required to complete the installation which is not included under other 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 combined sewer, relief sewer, storm sewer, and sanitary sewer construction and no separate payment shall be made.”

REMOVING OR FILLING (ABANDONING) EXISTING MANHOLES, CATCH BASINS AND INLETS

Add the following sentences to Article 605.01:

“This work shall also consist of all work necessary to remove or fill existing valve vaults so designated on the Drawings. The terms “fill”, “remove”, and “abandon” shall be interchangeable and shall consist of removing the upper portion of an existing structure, filling unused pipes, sealing pipe connections, and filling the remainder of the structure with Trench Backfill sand (FA-6), compacted to the satisfaction of the Engineer.”

Articles 605.03 and 605.04 shall apply with the following modifications:

“The Contractor shall make his own investigation to determine the existence, nature and location of all sewers and appurtenances thereto within the limits of the improvement. The Contractor shall be held responsible for any damage to existing sewers. All pavements will be sawed to a full depth prior to any casting replacement/adjustment, structure removal, or filling operation. Connecting pipes shall be cut one joint from the existing structure to be removed/filled. Structures in private paved areas, parkways and other grassed areas shall be removed a minimum of 2-feet below final grade and structures in public streets shall be removed a minimum of 6-feet below final grade. Pipes connected to these structures shown to be abandoned and shall be filled with CLSM materials in accordance with Article 550.05. Remaining portions of existing structures may be filled with Case I trench backfill material in accordance with Section 208 or may be filled with CLSM material in accordance with Article 550.05, at Contractor's option. Structures shall be pumped out and cleaned of all mud and debris before the fill material is placed. The remainder of the excavation shall be backfilled in accordance with Section 208.”

Delete Article 605.06 and replace it with the following:

“This work will be paid for at the Contract unit price per EACH for catch basins, inlets, valve vaults, valve boxes, and manholes that are to be abandoned, filled, or removed, as counted in the field. 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; excavation, including removal and disposal of existing sewer pipes, structures, and excess excavated materials; protection, support and repair of damage to existing utilities; saw-cutting, removal and disposal of existing pavement; excavation, removal and disposal of removal wastes;

supply, placement, compaction, and compaction testing of backfill, stockpiling reclaimed castings; and all related work required. For items abandoned, the price shall include the cost of removal of frames/covers, adjusting collars and structure down to 24-inches below existing grassed surface or 72-inches below existing pavement as applicable, disposal of wastes, concrete bulkheads, and filling of remaining structure as specified.”

FRAMES AND LIDS TO BE ADJUSTED, SPECIAL

Add the following to Article 603.03 of the Standard Specifications:

The contractor shall adjust the structures to the finished pavement elevation no more than 5 calendar days prior to placement of the final lift of surface unless approved by the Engineer.

Add the following to Article 603.09 of the Standard Specifications:

Removing frames and lids on drainage and utility structures in the pavement prior to milling, and adjusting to final grade prior to placing the surface course, will be paid for at the contract unit price each for FRAMES AND LIDS TO BE ADJUSTED, SPECIAL.

This work will **not be paid for separately** when drainage and utility structures are specified for payment as reconstructions or new manholes but shall be considered as included in the unit price bid for structure reconstructions or manholes.

ADJUSTING FRAMES AND GRATES OF DRAINAGE AND UTILITY STRUCTURES

Delete Article 603.08 and replace it with the following:

“603.08 Adjusting Rings. Drainage and utility structure frames shall be adjusted to grade by removal of the frame and adjustment from the structure, preparing the top of the structure to receive the new adjustment, installing the proper height precast concrete adjusting rings and reinstalling the frame, all in accordance with applicable provisions of Section 602. The use of cast iron adjusting rings is prohibited.”

FRAMES AND GRATES

Add the following to Article 604.02:

“(f) Frames and grates furnished under this Contract shall be Gray Iron Castings conforming to the Specifications for Gray Iron Castings, ASTM A-48, Class 35. Circular lids for manholes and vaults shall have large (2.5 inch nominal) pick holes. Circular lids for closing catch basins shall have large (2.5 inch nominal) pick holes:

(g) Frames and grates on structures shall be as follows (or approved equal):

Existing inlets and catch basins; new catch basins and inlets on Combined Sewer system:

- Neenah Type R-1712 (390 lbs.) Frame, Open Lid Grate (116 lbs.) with large (2.5 inch nominal) pick holes or equal.

New catch basins and type A inlets for Storm/Relief Sewer work:

- Neenah Type R-3031-B Frame, Sinusoidal Grate,
- Neenah Type R-3036-B Frame, Sinusoidal Grate (for Depressed Curb)

Manholes and vaults:

- Neenah Type R-1712 (390 lbs.) Frame and Extra Heavy Duty Cover (150 lbs.) with large (2.5 inch nominal) pick holes or equal. Valve Vault covers shall be lettered “WATER”.

High Capacity Inlet, Type A

- Neenah Type R-3067-L Frame, Vane Grate

New frames and grates may be requested by the Engineer during adjustment of existing structures.”

These items shall not include the costs of pavement, sidewalk, driveway, and curb/gutter removal and disposal necessary for installation of new frames and grates/lids. Roadway, sidewalk, driveway, and curb/gutter removal/replacement shall be paid for in accordance with the appropriate Payment Items.

Frames and grates or closed lids placed on new structures and/or reconstructions will be considered incidental to the cost of the new structures and/or reconstructions and will be paid for under the appropriate Pay Items for new structures.

Removed frames and grates shall remain the property of the city and shall be stored in a secured area for pickup by the city.

CONCRETE CURB TYPE B AND CURB AND GUTTER TYPE B6.12

Delete Article 606.01 and replace it with the following:

“606.01 Description. This work shall consist of concrete curb type B, combination concrete curb and gutter type B-6.12 and B-6.12 modified, and removal/replacement of existing medians.”

All curb and gutter removed shall be formed within 2 working days of removal. New curb and gutter 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 behind the new curb 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 curb being poured.

Add the following Subparagraphs to Article 606.02:

“(g) **Base.** A minimum of four (4”) inches compacted thickness of aggregate base course shall be placed on the subgrade prior to construction of the proposed concrete curb and gutter.

(h) **Forms.** The use of a slip-form or curb machine is allowed, but the Contractor is advised that variable face height curb is required in many parts of the Project to match existing curbs, roadways and parkway grading. Additional pavement patching, restoration or excavation beyond the requirements of this proposal, as required for or resulting from the use of such a machine, will not be considered for additional payment and should be considered incidental to its use. **Excavation to accommodate the installation of concrete forms or use of slip-form shall be limited to 12 inches from back of proposed curb. Hand forming shall be required in the vicinity of specific trees where the root zones are near and/or have overgrown the existing curb line. These locations will be determined by the City Arborist.**

(i) **Curing.** 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.**”

Add the following sentence to Article 606.06 - Placing Concrete.

“The transition from full height curb to depressed curb shall be made at a maximum rate of three (3) inches per foot of length.”

Delete the last sentence of the first paragraph of Article 606.07.

Add the following paragraphs to Article 606.07:

“Expansion joints consisting of pre-molded bituminous expansion joint filler, one-half inch in thickness and two greased 1-inch diameter dowel bars with expansion caps shall be placed at 50-foot intervals. When curb and gutter is constructed adjacent to flexible pavement, a 1-inch thick preformed expansion joint, conforming to the cross-section of the curb and gutter, shall be installed at points of curvature for short-radius curves and at construction joints.

Contraction joints shall be placed between expansion joints at distances not to exceed twenty-five (25) feet. Contraction joints shall be formed using steel templates one-eighth inch in thickness, equal to the width of the gutter or curb, and penetrating at least two (2) inches below the surface of the curb and gutter; using three-quarter ($\frac{3}{4}$) inch thick preformed expansion joint filler placed fully across the curb or gutter; or by sawing to a depth of at least two (2) inches after the concrete is four-hours, but not more than twenty-four hours old. If steel templates are used, they shall be left in place until the concrete has set sufficiently to hold its shape but shall be removed while the forms are still in place. Template-formed or sawed joints shall be sealed in accordance with Article 420.12.

Hand removal and hand forming of the curb and gutter shall be required in the vicinity of specific trees and their root zones. These individual locations shall be determined, in the field, by the City Arborist. These operations shall be considered incidental to the work, and no separate payment shall be made. Excavation to accommodate the installation of concrete forms or use of slip-form shall be limited to 12 inches from back of proposed curb.

Longitudinal joint tie bars are NOT required.

Backfilling of curb or curb and gutter will not be paid for separately but shall be considered as included in the contract unit price for concrete work.

TRAFFIC CONTROL AND PROTECTION

Delete Article 701.20 and replace it with the following:

This work will be paid for at the Contract LUMP SUM price for TRAFFIC CONTROL AND PROTECTION. This lump sum price shall be payment in full for all materials, labor and equipment required for: handling, furnishing, transporting, installing, maintaining, relocating and removing all traffic control devices and signage required for to fully protect construction operations and the general public; including implementing any detour plans shown on the Drawings. This lump sum 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 Highway Standards and District One Details included herein for additional traffic control measures. The Contractor is advised that specific liquidated damages apply for failure to maintain traffic control devices.

TRAFFIC CONTROL AND PROTECTION shall be paid monthly in an amount equal to the lump sum price bid multiplied by the overall percentage completion of other Contract Payment Items.

STREET SWEEPING

Add the following paragraphs to Article 107.15:

“The Contractor shall utilize a mechanical street sweeper to clean streets affected by the Contractor's operations, including haul routes, at least twice per week and additionally as directed by the Engineer. Liquidated Damages shall be assessed as outlined in the Bid Form if the Contractor fails to utilize a mechanical street sweeper to the satisfaction of the Engineer. The street-sweeper shall be a full-sized, municipal-type sweeper having dust collection and street washing capabilities. 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. The contractor shall provide cleanings twice per week and additionally as directed by the Engineer.

Street sweeping will be measured for payment for each trip no matter the number of street cleaned during each trip.

This work will be paid for at the Contract unit price per EACH for STREET SWEEPING, which price shall be payment in full for labor, equipment and materials required to complete the work.

REMOVE AND RESETTING PAVERS

This work shall consist of the removal of existing brick/concrete paver, stone and/or any type of specialty sidewalk or driveway and replacement with the same material in kind to the same or better condition as was prior to the removal at locations and to the limits as directed by the Engineer.

The contractor will be required to furnish materials damaged during construction, surplus material for cutting or needed to replace sidewalk or driveway surfaces to the same dimensions. It is the sole responsibility of the contractor to determine the extent of work necessary prior to contract bidding and no additional compensation shall be provided.

Method of Measurement

Replacement of specialty sidewalk or driveway will be measured in place, and the area computed in square feet. Furnishing and placing sand and other replacement materials matching the existing surface will not be measured for payment, but shall be considered as included in the unit price bid.

Basis of Payment

This work will be paid for at the contract unit price per square foot for REMOVE AND RESETTING PAVERS.

REMOVING AND RESETTING STREET SIGNS

This work shall consist of the removal, relocation, and secure storage of existing streets signs at the onset of construction; removal and disposal of existing sign posts; furnishing and installation of new sign posts; and the installation of existing signs using new mounting hardware prior to the conclusion of construction at locations as indicated on the plans, in conflict with proposed construction, or as directed by the Engineer.

The signs posts shall be furnished and installed according to section 729 of the Standard Specifications for metal posts and applicable Highway Standards; metal posts shall be 'enameled steel' (dark-green) and mounting hardware shall be stainless steel bolts, nuts, and washers in accordance with article 1006.29.

Method of Measurement

This work shall be measured for payment per each for every sign panel assembly removed, stored, and installed.

Basis for payment

This work shall be paid for at the contract unit price per each for REMOVING AND RESETTING STREET SIGNS.

Metal posts and mounting hardware will not be measured for payment but shall be considered as included in the contract unit price for removing and resetting street signs.

LAWN SPRINKLER SYSTEM REPAIRS

This work shall consist of repairing lawn sprinkler systems damaged by construction operations to the full extent. The Contractor shall remove and properly dispose of damaged system materials and furnish and install sprinkler system replacement lines, fittings, and heads of the same or better quality as approved by the Engineer.

Sprinkler system repairs shall be made by an experienced contractor specializing in lawn sprinkler system installation, maintenance, and repair able to provide proof of past experience upon request. The sprinkler system repair contractor will be considered a qualified contractor as determined by the Engineer. The contractor shall coordinate all repairs with the individual sprinkler system owners in order to access controls for flushing and testing and under no circumstance shall the City take responsibility for scheduling repairs. The City will not make payment for system repairs until individual system owners have indicated in writing that their system has been satisfactorily repaired.

Basis of Payment

This work will be paid for at the contract unit price per foot for LAWN SPRINKLER SYSTEM REPAIRS.

This work will only be paid for when the damaged materials are within 1-foot of a proposed improvement. Damages that occur outside of 1-foot from proposed improvements shall be replaced by the Contractor at his/her own expense.

Payment shall include all types and sizes of sprinkler system materials. Fitting, heads, and all other components necessary to make system repairs to the full extent will not be paid for separately but shall be considered as included in the contract unit prices for LAWN SPRINKLER SYSTEM REPAIRS.

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term "equipment" refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment's respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 ^{1/}	600-749	2002
	750 and up	2006
June 1, 2011 ^{2/}	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 ^{2/}	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

"(q) Temporary Sign Supports 1106.02"

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

"For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer's specifications."

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

701.15 Traffic Control Devices. For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer's self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device."

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

1106.02 Devices. Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact

category significant
MASH-16

attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019.”

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

“(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis.”

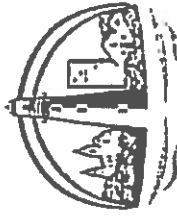
WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 40 working days.

80071

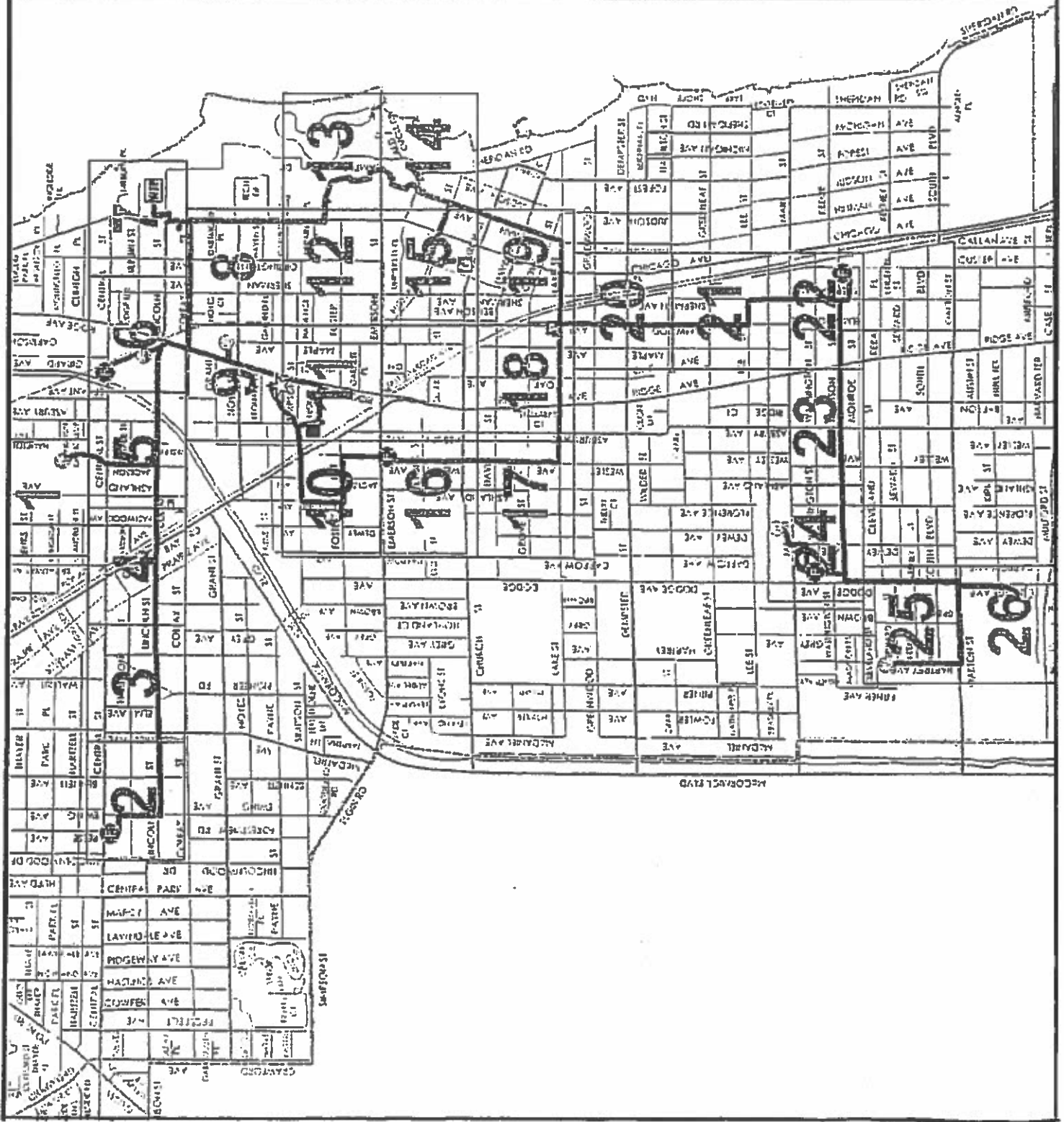
City of Evanston Fiber Network Booklet



City of
Evanston
Geographic Information
System Division

■ Evanston Conduit
■ NU Conduit

1,100 Feet



EROSION & SEDIMENT CONTROL ITEMS

Cleaving & Grading Limits		PR
Dike		PR
Erosion Control Fence		PR
Perimeter Erosion Barrier		PR
Temporary Fence		PR
Catch Check Temporary		PR
Ditch Check Permanent		PR
Inlet & Pipe Protection		PR
Sequencer Basin		PR
Erosion Control Blanket		PR
Fabric Formed Concrete Assessment Mat		PR
Turf Reinforced eroded Mat		PR
Mulch Temporary		PR
Mulch Method 1		PR
Mulch Method 2 Stabilized		PR
Mulch Method 3 Hydraulic		PR
Appas Index Line		EX
Appas Intermediate Line		EX
Index Contour		EX
Intermediate Contour		EX

NON-HIGHWAY IMPROVEMENT ITEMS

Noise Abn./Screen		EX
Field Line		EX
Fence		EX
Gate of Fence		EX
Mailbox		PR
Stumps Mailboxes		PR
Pay Telephone		PR
Advertising Sign		PR
ITS Camera		PR
Wind Turbine		PR
Cellular Tower		PR
Independent Transportation Systems		PR
Contour Hounding Line		EX
Fence		EX
Fence Post		EX
Shrubs		EX
Mowline		EX
Perennial Plants		EX
Seeding Class 2		EX
Seeding Class 2A		EX
Seeding Class 4		EX
Seeding Class 4 & 5 Combined		EX

EXISTING LANDSCAPING ITEMS (contd.)

Seeding Class 3		EX
Seeding Class 7		EX
Seedlings Type 1		EX
Seedlings Type 2		EX
Seeding		EX
Herestake warning		PR
Tree Trunk Protection		PR
Eregreen Tree		PR
Shrub Tree		PR
Duct		EX
Conduit		EX
Electrical Aerial Cable		EX
Electrical Billed Cable		EX
Controller		EX
Underpass Luminaire		EX
Power Pole		EX

LIGHTING

STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS
(Sheet 3 of 9)

STANDARD 000001-08

Illinois Department of Transportation

PROJECT NO. 11-1-01

DATE: 11-1-01

BY: [Signature]

FOR: [Signature]

SCALE: AS SHOWN

LIGHTING
(contd.)

Pub. Point



Handhole



Heavy Duty Handhole



Handhole Bar



Light Unit, Canopy



Electrical Ground



Traffic Flow Arrow



High Mast Pole (Half Size)



Light Unit, I



PAVEMENT (MISC.)

Eyed Long, Joint



Eyed Long, Joint w/Flt Bars



Sawed Long, Joint w/Flt Bars



Blunt-tipped Shoulder



Blunt-tipped Taper



Stabilized Driveway



Widening



PAVEMENT MARKINGS

Handicap Symbol



PR Crossing



Raised Marker Amber 1 Way



Raised Marker Amber 2 Way



Raised Marker Crystal 1 Way



Two Way Turn Left



Shoulder Diag. Pattern



SLD-Dash White



SLD-Dash Yellow



Stop Line



Solid Line



Double Centerline

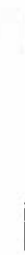


Dotted Lines



EX

PR



Missouri Department of Transportation
 Project No. _____
 Sheet No. _____
 Date _____

**STANDARD SYMBOLS,
 ABBREVIATIONS
 AND PATTERNS**
(Sheet 4 of 5)
STANDARD 000001-00

RIGHT OF WAY ITEMS (contd.)	EX	PR	ROADWAY PROFILES	EX	PR	SIGNING ITEMS (contd.)	EX	PR
Access Control Line	---	---	P.I. Indicator	•	•	Reverse Left W1-4L (Half Size)		
Access Control Line & ROW	---AC---	---AC---	Point Indicator	•	•	Reverse Right W1-4R (Half Size)		
Access Control Line & ROW with fence	---AC--- ---AC---	---AC--- ---AC---	Earthwork's Balance Point			Two Way Traffic Sign W6-3 (Half Size)		
Excess ROW Line	---XS---	---XS---	Begin Point			One Way Ahead W20-2(0) (Half Size)		
ROADWAY PLAN ITEMS			Vert. Curve Data	VPI ELEV L E	VPI ELEV L E	Left Lane Closed Ahead W20-3(10) (Half Size)		
Cable Barrier	—○—	—○—	Ditch Profile Left Side	-----	-----	Right Lane Closed Ahead W20-3(10) (Half Size)		
Concrete Barrier	—□—	—□—	Ditch Profile Right Side	-----	-----	Road Closed Ahead W20-3(10) (Half Size)		
Edge of Pavement	-----	-----	Roadway Profile Line	-----	-----	Road Construction Ahead W20-1 (0) (Half Size)		
BI Shoulders, Medians and C&G Line	-----	-----	Storm Sewer Profile Left Side	-----	-----	Single Lane Ahead (Half Size)		
Aggregate Shoulder	-----	-----	Storm Sewer Profile Right Side	-----	-----	Transition Left W6-2L (Half Size)		
Sidewalks, Driveways	-----	-----	Conc. Churn or Barricade	○	○	Transition Right W6-2R (Half Size)		
Guardrail	—○—	—○—	Barricade Type B					
Guarded Post	—□—	—□—	Barricade Type B					
Traffic Sign	—□—	—□—	Barricade with Edge Line					
Compacted Median	—□—	—□—	Flashing Light Sign					
Inport Attenuator	—□—	—□—	Panels I					
Train Arrow with Diagonal Circle (Half Size)	—□—	—□—	Panels II					
March Line	—□—	—□—	Direction of Traffic					
Slope Limit Line	-----	-----	Sign Flag (Half Size)					
Typical Cross-Section Line	-----	-----						

State Department of Transportation
 DATE: 11-97
 PROJECT: 11-97
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DESIGNED BY: [Signature]

**STANDARD SYMBOLS,
 ABBREVIATIONS
 AND PATTERNS**
 (Sheet 2 of 9)
STANDARD 000001-08

TRAFFIC SIGNAL ITEMS (cont'd.)

Detector Battery	PR	
Aluminum Mast Arm	EX	
Steel Mast Arm	PR	
Veh. Detector Magnetic	PR	
Contact Splice	EX	
Controller	PR	
Guidance Illumination	PR	
Wood Pole	PR	
Temp. Signal Head	PR	
Handhole	EX	
Double Handhole	EX	
Heavy Duty Handhole	EX	
Junction Box	PR	
Pod Photoluminescent	PR	
Pod Signal Head	PR	
Power Pole Service	PR	
Priority Veh. Detector	PR	
Signal Head	PR	
Signal Head w/Backlight	PR	
Signal Post	PR	
Closed Circuit TV	PR	
Video Detector System	PR	

UNDERGROUND UTILITY ITEMS

Cable TV	EX	
Electric Cable	EX	
Fiber Optic	EX	
Gas Pipe	EX	
Oil Pipe	EX	
Sanitary Sewer	EX	
Telephone Cable	EX	
Water Pipe	EX	

UTILITIES ITEMS

Controller	EX	
Double Handhole	EX	
File Hydrant	EX	
Guywire or Deadman Anchor	EX	
Handhole	EX	
Heavy Duty Handhole	EX	
Junction Box	EX	
Light Pole	EX	
Manhole	EX	
Monitoring Well (Gasoline)	EX	
Pyrotec Warning Sign	EX	
Power Pole	EX	
Power Pole with Light	EX	
Sanitary Sewer Cleanout	EX	
Splice Box Above Ground	EX	
Telephone Splice Box Above Ground	EX	
Telephone Pole	EX	

UTILITY ITEMS (cont'd.)

Traffic Signal	EX	
Traffic Signal Control Box	EX	
Water Meter	EX	
Water Meter Valve Box	EX	
Profile Line	PR	
Aerial Power Line	PR	

VEGETATION ITEMS

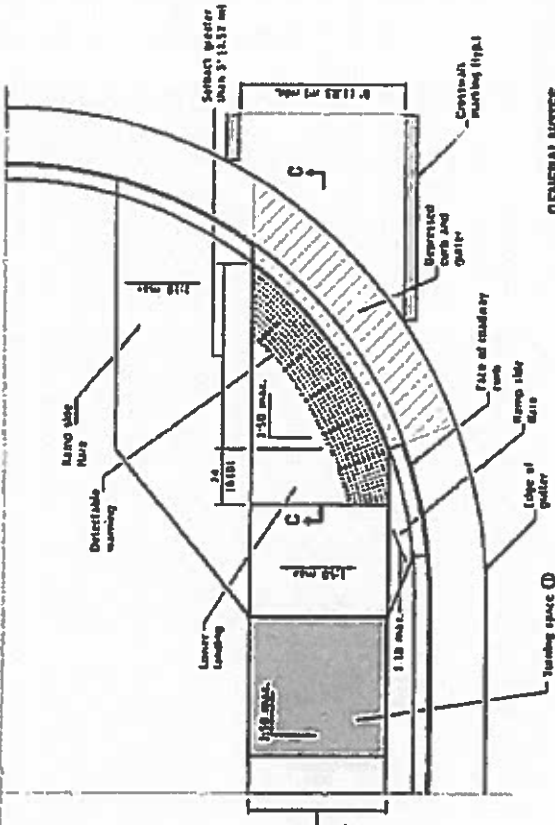
Deciduous Tree	EX	
Bark or Shrub	EX	
Evergreen Tree	EX	
Shrub	EX	
Orchard/Hurricane Line	EX	
Vegetation Line	EX	
Woods & Bush Line	EX	

WATER FEATURE ITEMS

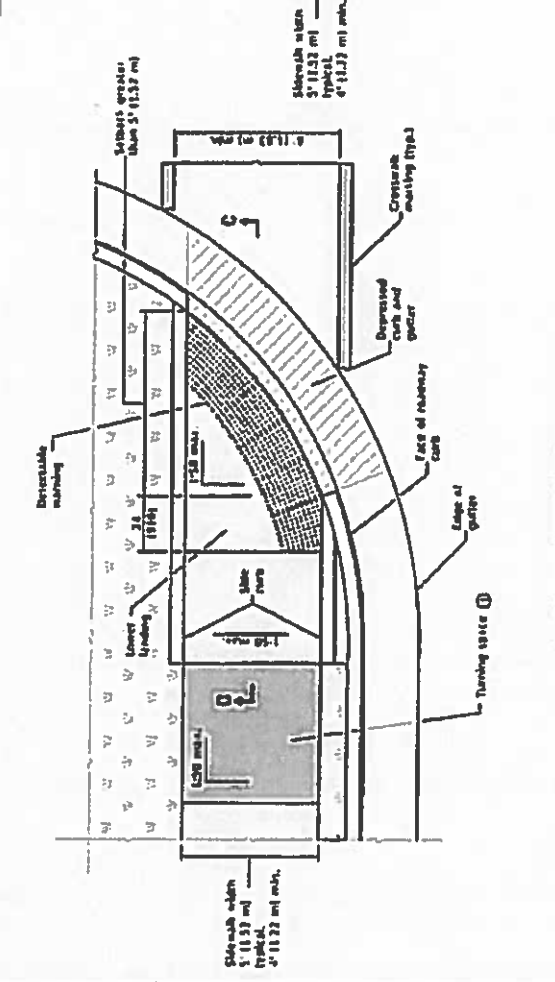
Stream or Drainage Ditch	EX	
Water's Edge	EX	
Water Surface Ingreaser	EX	
Water Point	EX	
Dispersing Ditch	EX	
Marsh	EX	
Marsh/Swamp Boundary	EX	

Missouri Department of Transportation
 Project: _____
 Date: _____
 Drawn by: _____
 Checked by: _____
 Approved by: _____
 Project Engineer: _____

STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS
 (Sheet 9 of 9)
 STANDARD 000001-08



**RAMP IN LANDSCAPED AREA
SETBACK > 5'**



**RAMP IN PAVED AREA
SETBACK > 5'**

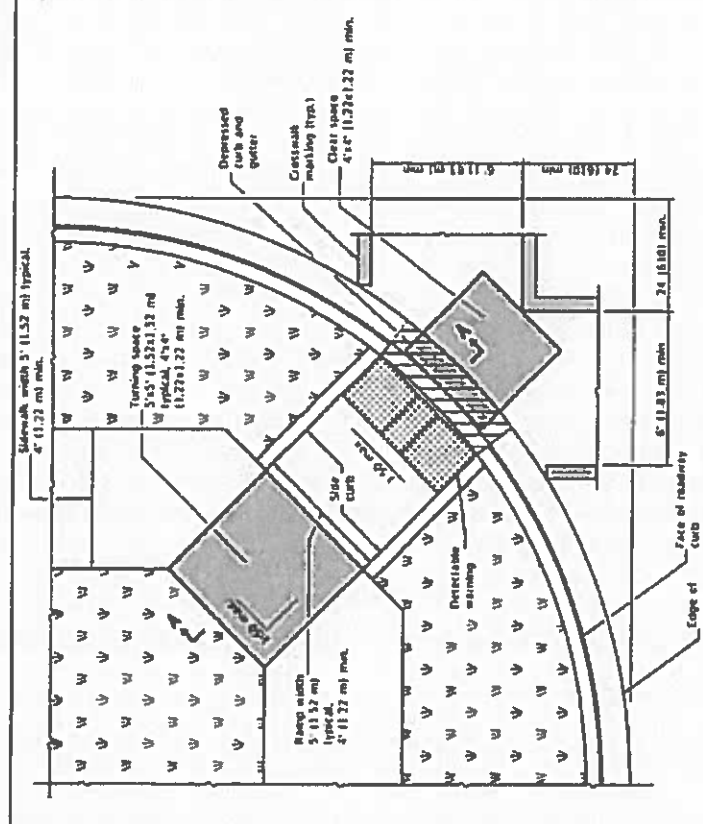
GENERAL NOTES
 All these ramps are constructed as units of vertical attachment to curb of horizontal length 1924.
 Where the turning slope is combined on a side separate a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).
 Where 1:50 maximum slope is shown, 1:64 is preferred.
 Detectable warnings are shown in their ideal locations but the following placements (where) are allowed.
 Side Slope - Detectable warnings should extend the full width of the walking surface (including flared sidewalk) but a barrier along each side up to 2 in (50 mm) in width is allowed.
 Curb Section - Detectable warnings located at the curb shall be 1924 mm wide with the curb but a slope up to 6 in (150 mm) below the curb is allowed.
 See Standard Section for details of depression curb required to curb ramp.
 An exception of 10 inches (254 mm) is permitted elsewhere shown.



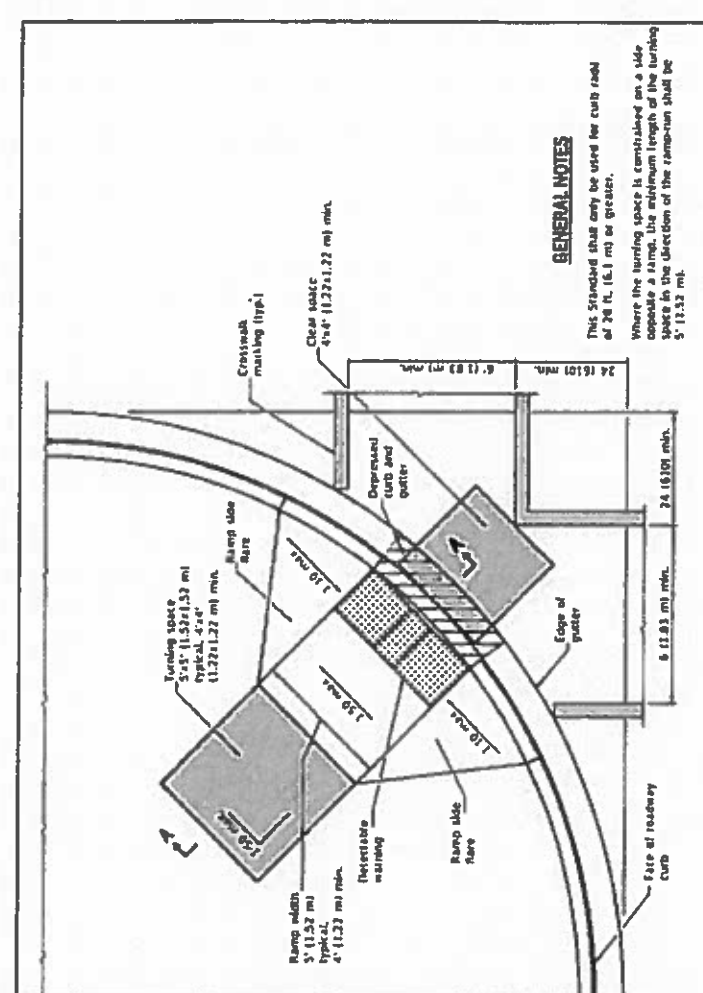
- SECTION C-C**
- ⓐ This turning slope not required for blended transitions.
 - ⓑ The turning slope of a curb ramp shall be 1:20 max. and 1:12 max. The turning slope of a blended transition shall be 1:20 max.

Department of Transportation
 Standard Section
 PERPENDICULAR CURB RAMP
 FOR SIDEWALKS
 (Sheet 1 of 2)
 STANDARD 424001-21

**PERPENDICULAR CURB RAMP
FOR SIDEWALKS**
 (Sheet 1 of 2)
 STANDARD 424001-21



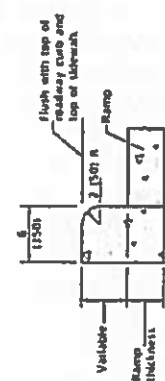
RAMP IN LANDSCAPED AREA



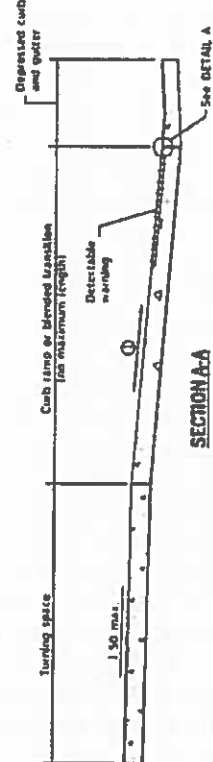
RAMP IN PAVED AREA

GENERAL NOTES

- This Standard shall only be used for curb radii of 24 ft. (7.31 m) or greater.
- Where the turning space is comprised of a side curb, the minimum length of the turning space in the direction of the ramp-turn shall be 5'-11.33 ft.
- Where 1:50 maximum slope is shown, 1:64 is preferred.
- Depressible markings are shown in their ideal sections, but the following placement tolerances are allowed.
- Side Flare: - Depressible markings should extend the full width of the riding surface (including sloped sides) but a border along each side up to 2 in. (50 mm) in which is allowed.
- Curb Section: - Depressible markings located at the base of curb should extend along with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.
- All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).
- See Standard 600001 for details of depressed curb adjacent to curb ramp.
- All dimensions are in inches (millimeters) unless otherwise shown.

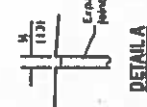


SIDE CURB DETAIL



SECTION A-A

① The turning slope of a curb ramp shall be 1.75 max. and 1.17 min. The turning slope of a beveled transition shall be 1.50 max.



DETAIL A

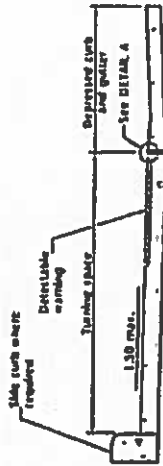
Illinois Department of Transportation	
PROJECT NO. 1-1-11	REVISED 1-1-11
DESIGNED BY: [Signature]	CHECKED BY: [Signature]
DRAWN BY: [Signature]	DATE: [Date]
PROJECT TITLE: CURB RAMP	

DATE	REVISIONS
1-1-11	Checked reference criteria with and locations.
1-1-11	Revised "15-foot rule" added "beveled transition" and placement tolerances for depressible markings.

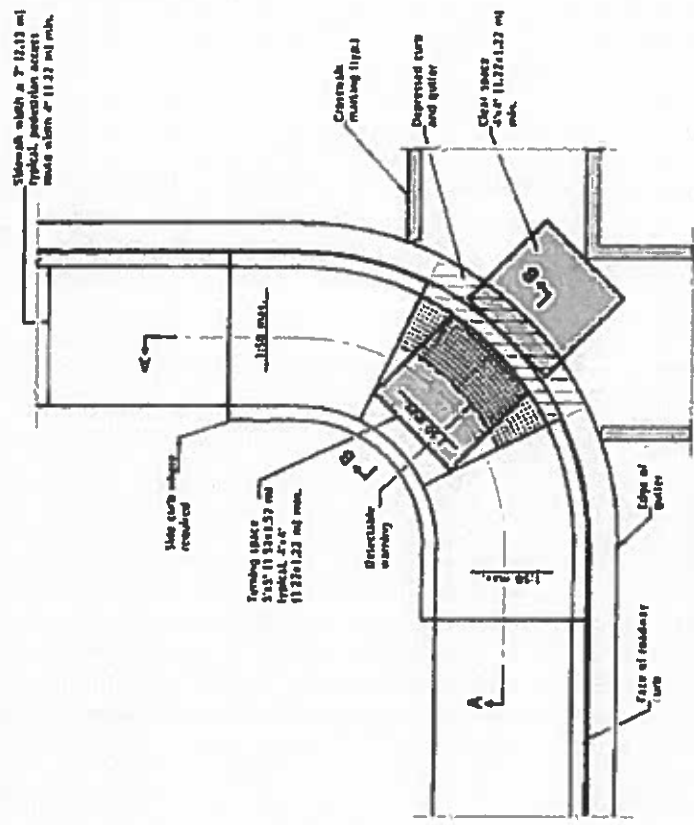
DIAGONAL CURB RAMPS FOR SIDEWALKS

STANDARD 424008-05

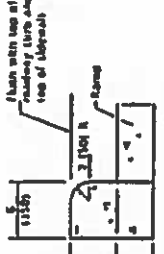
Shoulder width as 7' (2.13 m) typical, penetration across road as 10" (254 mm) max.



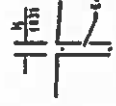
SECTION B-B



CORNER PARALLEL CURB RAMP



SIDE CURB DETAIL



DETAIL A



SECTION A-A

① The running slope of a curb ramp shall be 1:12 maximum. The running slope of a sloped transition shall be 1:20 max.

GENERAL NOTES

All slope values are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where the running slope is constrained by a clear opening or ramp, the maximum length of the running space in the direction of the ramp shall be 5' (1.52 m).

Where 1:20 maximum slope is shown, 1:41 is preferred.

Detachable markings are shown in their final location in the following statement unless otherwise indicated.

Side marker - Detachable markings should extend the full width of the marking surface (including flared skirts) but a marker along each side up to 2 ft (0.61 m) need not be shown.

Curb Skirt - Detachable markings located at the base of curb should clearly align with the curb face. A gap up to 6 ft (1.83 m) behind the curb is allowed.

See Standard 424013 for details of depressed curb adjacent to curb ramp.

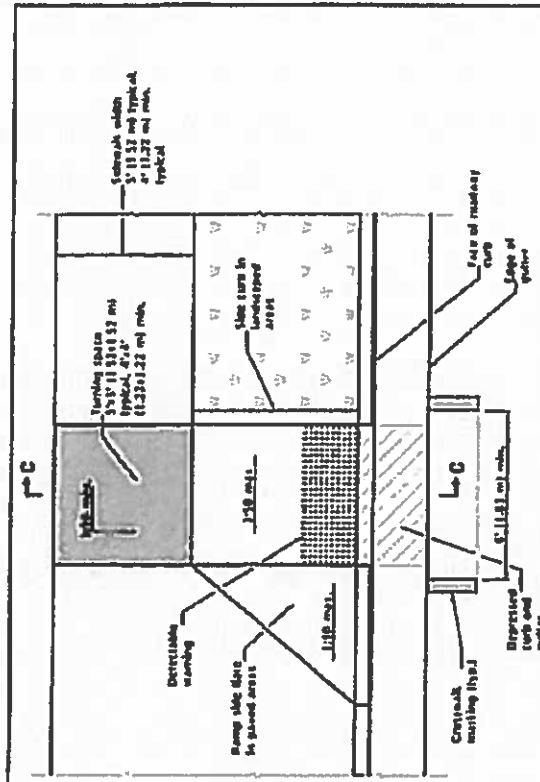
All elevations are in feet (meters) unless otherwise shown.

CORNER PARALLEL CURB RAMP FOR SIDEWALKS

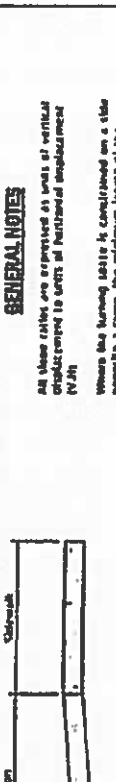
STANDARD 424013-04

DATE	REVISIONS
10-18	Revised paper layout, added markings transition and detectable marking requirement.
8-17	Revised sidewalk width to include 24 (0.73 m) barrier behind curb.

Illinois Department of Transportation
 11/18
 1001 G ST. N.W. WASHINGTON, DC 20590
 202-493-3000
 202-493-3001
 202-493-3002
 202-493-3003
 202-493-3004
 202-493-3005
 202-493-3006
 202-493-3007
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 202-493-3099
 202-493-3100



PARALLEL MID-BLOCK CURB RAMP



PERPENDICULAR MID-BLOCK CURB RAMP



SECTION A-A

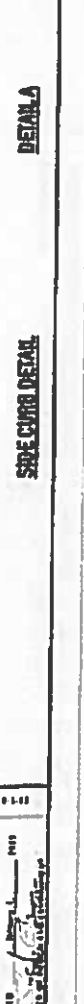
① The running slope of a curb ramp shall be 1:12 max. and 1:15 max. The running slope of a blended transition shall be 1:20 max.



SECTION B-B



SECTION C-C



DETAIL A

GENERAL NOTES

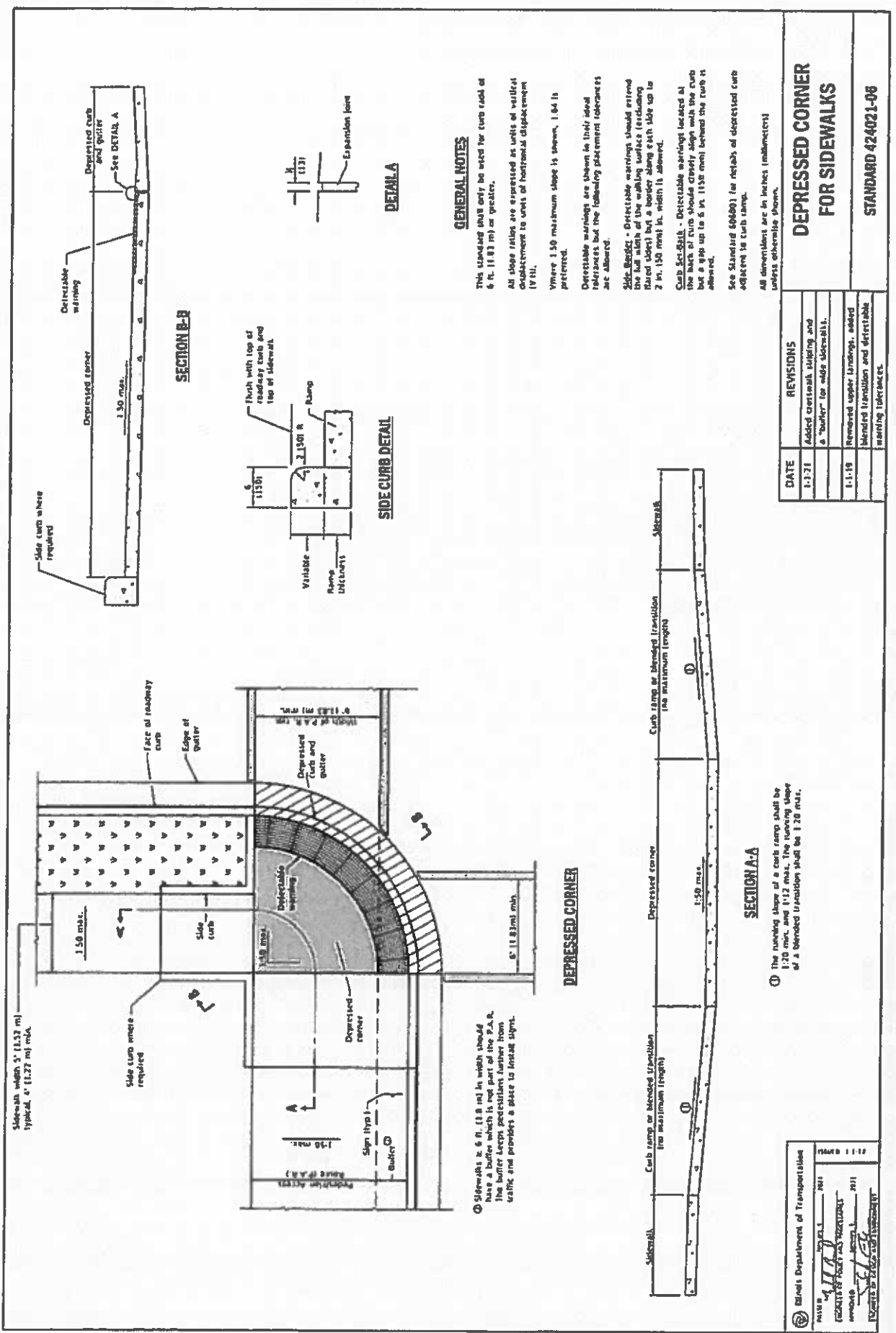
- All these notes are expressed in units of vertical construction to units of horizontal placement (V/H).
- Where the running slope is conditioned on a side slope, the minimum length of the running slope in the direction of the ramp-out shall be 5' (15.2 m).
- Where a 50 maximum slope is shown, 1:54 is preferred.
- Detectable warnings are shown in their ideal locations but the following alternative tolerances are allowed:
 - 1. The length - Detectable warnings should extend the full width of the walking surface (including flared sides) but a barrier along each side up to 2 in. (50 mm) is, which is allowed.
 - 2. Curbs - Detectable warnings located at the curb shall be clearly aligned with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.
- See Standard Details for details of approved curb ramps to curb ramps.
- All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
11-18	Revised upper landing, added detectable warnings and detectable warning surfaces.
11-18	Revised diagram sheet 41
	Issued sheets and copy
	Issued.

MID-BLOCK CURB RAMPS FOR SIDEWALKS

STANDARD 424016-05

State Department of Transportation
 DIVISION OF HIGHWAYS
 SECRETARY OF TRANSPORTATION
 11100
 11100
 11100



GENERAL NOTES

This standard shall only be used for curb radii of 6 ft. (1.83 m) or greater.
 All slope ratios are expressed as units of vertical descent to units of horizontal displacement (V:H).
 Where 1:50 maximum slope is shown, 1:64 is preferred.
 Detectable warnings are shown in their ideal tolerances but the following placement tolerances are allowed:
 Side Barbs - Detectable warnings should extend the full width of the curb and the warning flange (side) but a beveled flange may extend up to 2 in. (50 mm) in width if allowed.
 Curb Scribble - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 5 in. (125 mm) behind the curb is allowed.
 See Standard 60600 for details of depressed curb adjacent to curb ramp.
 All dimensions are in inches (millimeters) unless otherwise shown.

SIDE CURB DETAIL

DETAIL A

DEPRESSED CORNER

SECTION A-A

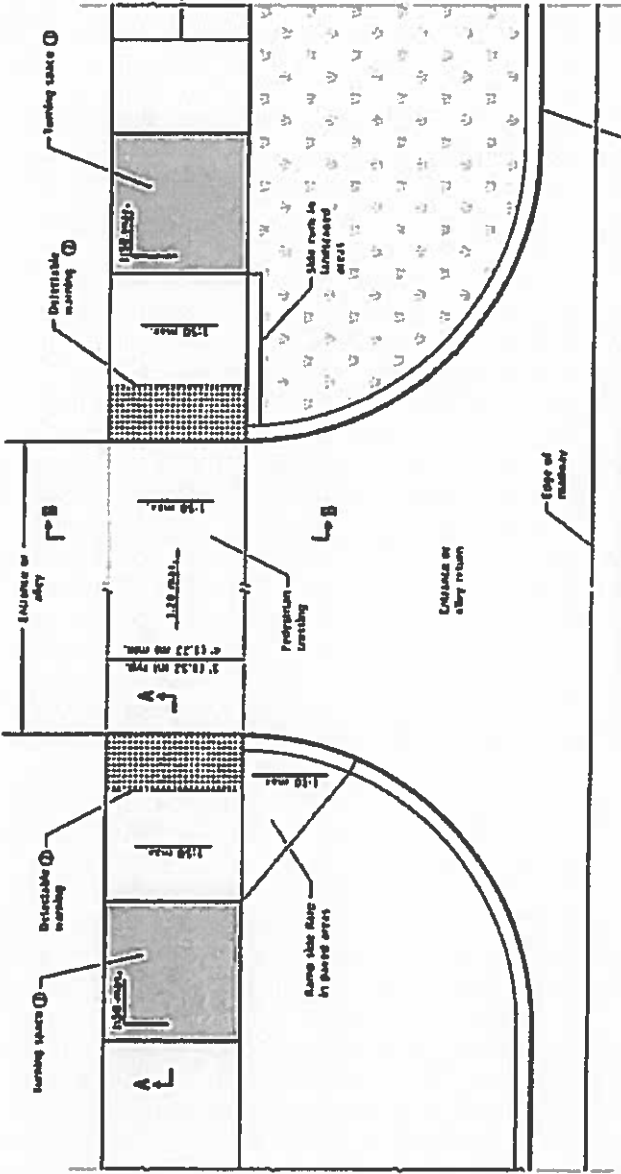
① The running slope of a curb ramp shall be 1:20 max. and 1:12 min. The running slope of a beveled transition shall be 1:20 max.

DATE	REVISIONS
1-3-71	Added crosswalk guiding and a "barber" for side sidewalks.
1-1-19	Revised upper linings, added beveled transition and detectable warning tolerances.

State Department of Transportation DIVISION OF HIGHWAYS PROJECT NO. 100-100-100-100 SHEET NO. 100-100-100-100 DRAWN BY: [Signature] CHECKED BY: [Signature]	
DATE	1-1-19

DEPRESSED CORNER FOR SIDEWALKS

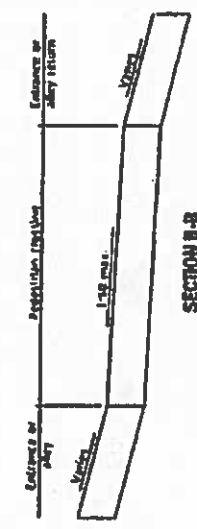
STANDARD 424021-06



- ① Detectable warning shall only be installed at crosswalks with permitted traffic control devices (i.e. stop signs, signals).
- ② Where available, maintain the grade of the sidewalk across the crosswalk to avoid the need for ramps and turning lanes.

ENTRANCE / ALLEY PEDESTRIAN CROSSING

GENERAL NOTES
 All slope ratios are expressed as units of vertical measurement to units of horizontal displacement (V:H).
 Slopes 1:8 maximum slope is shown. 1:5 is preferred.
 Detectable warnings are shown in pink (not to be confused with the following placement tabernacles are shown).
 Side Slopes - Detectable warnings should extend the full width of the existing surface (including flower slots) but a border along each side up to 3 ft. (90 mm) in width is allowed.
 Corners - Detectable markings located at the back of curb should clearly show with the curb a gap up to 6 in. (150 mm) behind the curb is allowed.
 All dimensions are in inches (millimeters) unless otherwise shown.

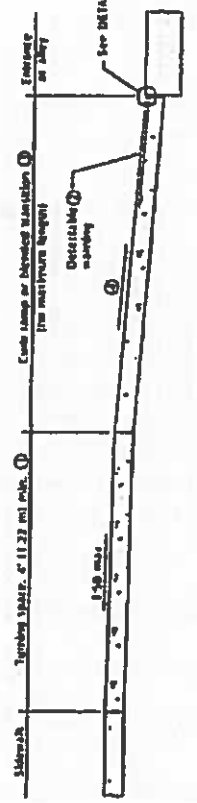


SECTION A-A

- ① Turning lanes not required for shared transitions.
- ② The running slope of a curb ramp shall be 1:20 max and 1:12 min. The running slope of a shared transition shall be 1:20 max.



DETAILS



SECTION B-B

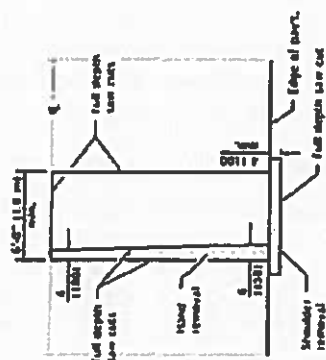
Finish with top of roadway curb and top of sidewalk.

State Department of Transportation
 Project: [Blank]
 Date: [Blank]
 Drawn by: [Blank]
 Checked by: [Blank]

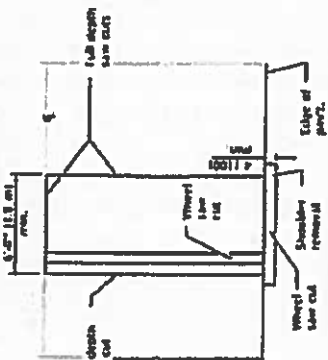
DATE	REVISIONS
1-1-18	Added blended transitions and placement tabernacles for detectable warnings.
1-1-18	Corrected diagonal slope #1 upper landing.

ENTRANCE / ALLEY PEDESTRIAN CROSSINGS

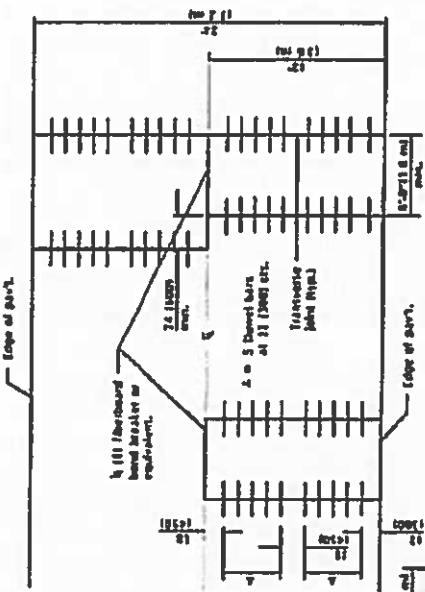
STANDARD 424028-03



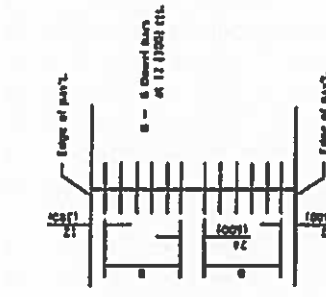
PAVEMENT SAWING DETAIL
(PCC SHOULDER)



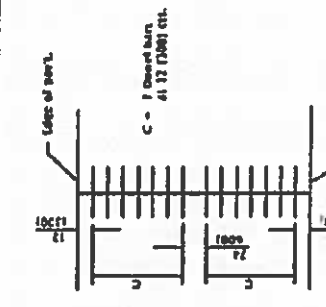
ALTERNATE SAWING DETAIL
(PCC SHOULDER)



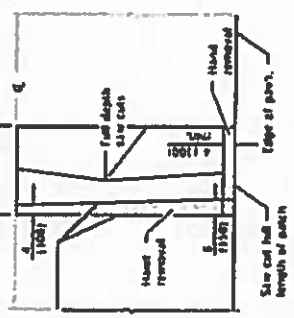
12' (3.8 m) WIDE LANES



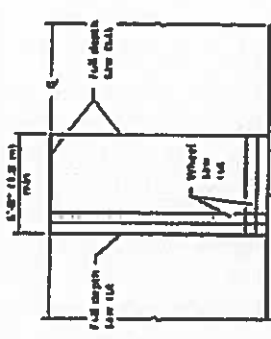
14' (4.2 m) WIDE RAMP



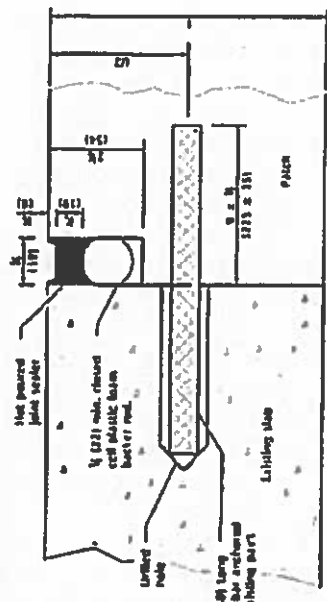
16' (4.8 m) WIDE RAMP



PAVEMENT SAWING DETAIL
(PCC SHOULDER)



ALTERNATE SAWING DETAIL
(PCC SHOULDER)



TRANSVERSE JOINT

DOWEL BAR TABLE	
PAVEMENT THICKNESS	DOWEL BAR DIA.
10 (250) or greater	1 1/2 (38)
8 (200) thru 9.75 (248)	1 1/4 (32)
Less than 8 (200)	1 (25)
	NO. OF BARS PER JOINT
10 (250) or greater	1 (40)
8 (200) thru 9.75 (248)	1 (32)
Less than 8 (200)	1 (25)

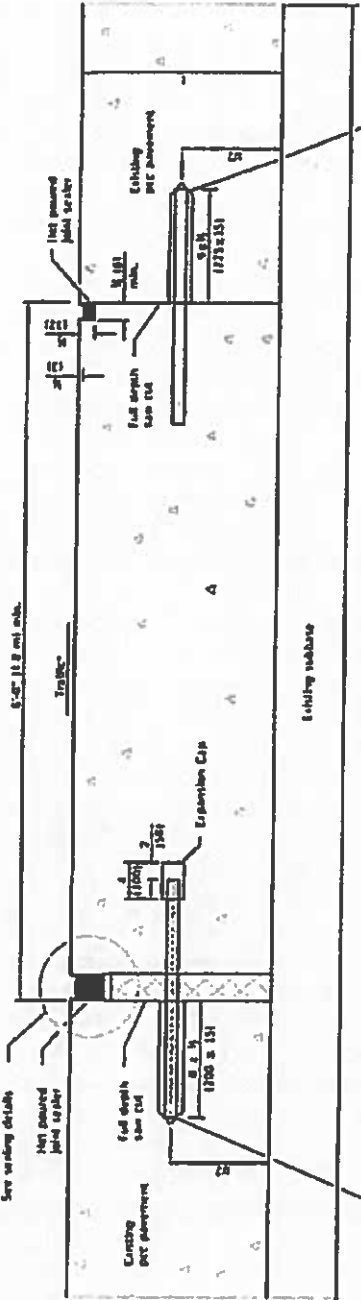
GENERAL NOTES
The transverse joints for Class B patches shall align with joints or cracks in the adjacent lane whenever possible.
See Standard 429103 for details of welded wire reinforcement.
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-10	Revised drawings to Standard 429103 in General Notes.
1-1-10	Revised DOWEL BAR TABLE.

CLASS B PATCHES
(Sheet 1 of 2)
STANDARD 442101-09

Illinois Department of Transportation
Project: I-55/US-40
Contract: 15-01-01-01
Drawing: 442101-09
Date: 1-1-10
Scale: As Shown

TRANSVERSE EXPANSION JOINTS

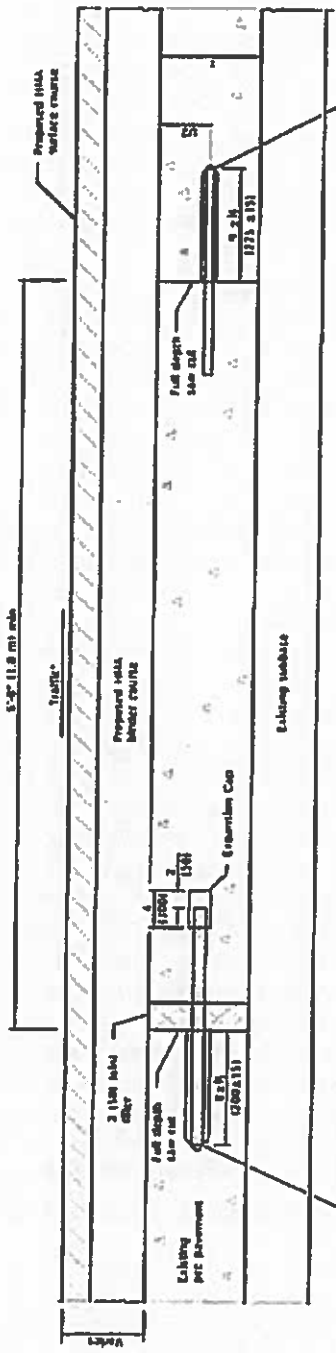


See welding details
Hot poured joint cap
Full depth saw cut
Curing PCC placement
Expansion Cap
Existing subgrade

10 (150) Long steel bars anchored into existing pavement at 12 (300) c/c

10 (150) Long steel bars anchored into existing pavement at 12 (300) c/c

METHOD I
(Revised Sectioning)

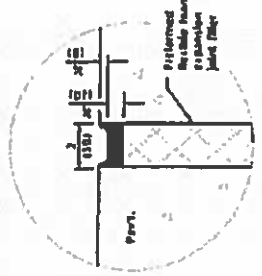


Prepared HMA surface course
Full depth saw cut
Curing PCC placement
Expansion Cap
Existing subgrade

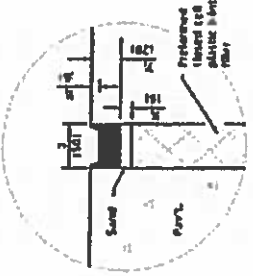
10 (150) Long steel bars anchored into existing pavement at 12 (300) c/c

10 (150) Long steel bars anchored into existing pavement at 12 (300) c/c

METHOD II
(New Sectioning)



SEALING DETAIL



SEALING DETAIL

NOTE

When reestablishing a transverse expansion joint on a two-lane, two-way road, remove the elevation of the abutts bars with respect to traffic for both of the patches such that the joint will be continuous across both lanes.

Missouri Department of Transportation

PROJECT: _____

DATE: _____

DESIGNED BY: _____

CHECKED BY: _____

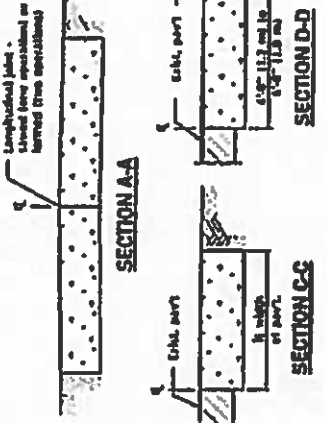
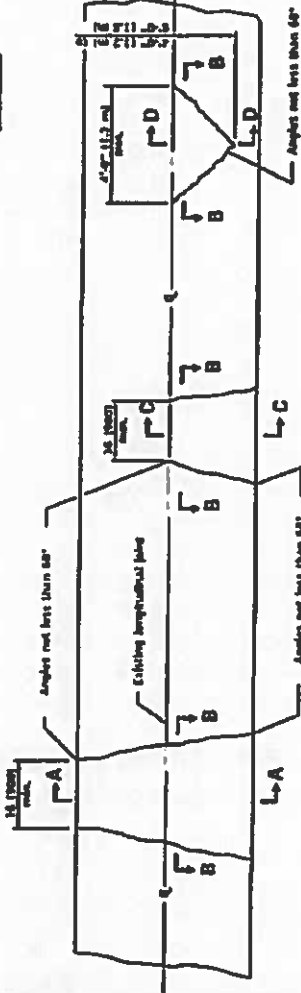
APPROVED BY: _____

CLASS B PATCHES

(Sheet 2 of 2)

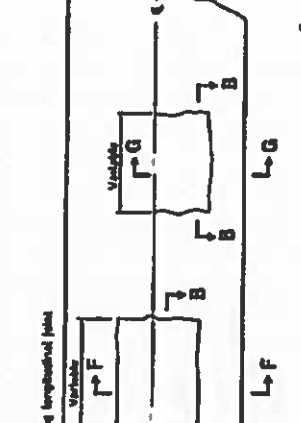
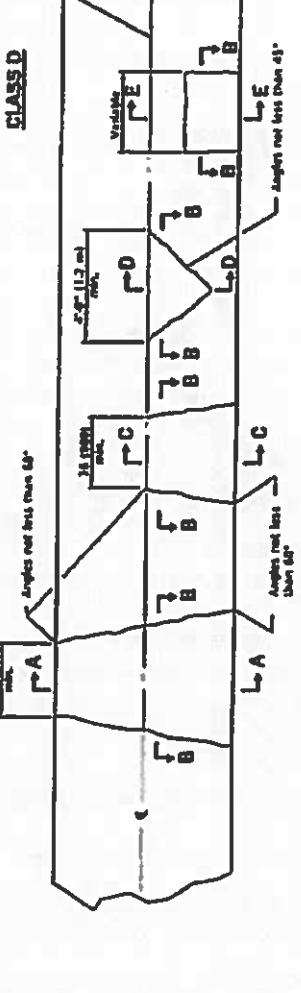
STANDARD 44210.1-09

CLASS C



Note: Longitudinal joints shall be as detailed on Standard 47000 L, except the bars are not required for patches 25.4" (1.3 mm) or less in length.

CLASS D



Note: Longitudinal joints shall be as detailed on Standard 47000 L, except the bars are not required for patches 25.4" (1.3 mm) or less in length.

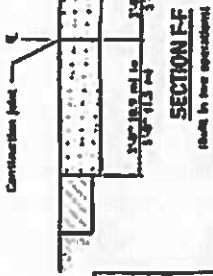
SECTION A-A
(Made in two operations)

SECTION B-B

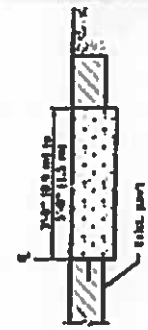
SECTION C-C

SECTION D-D

SECTION E-E



SECTION F-F
(Made in two operations)



SECTION G-G

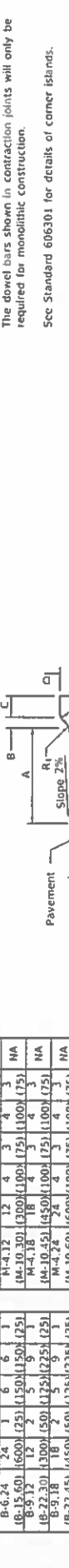
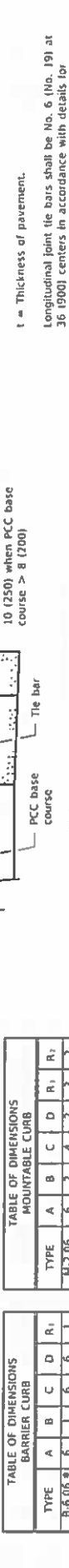
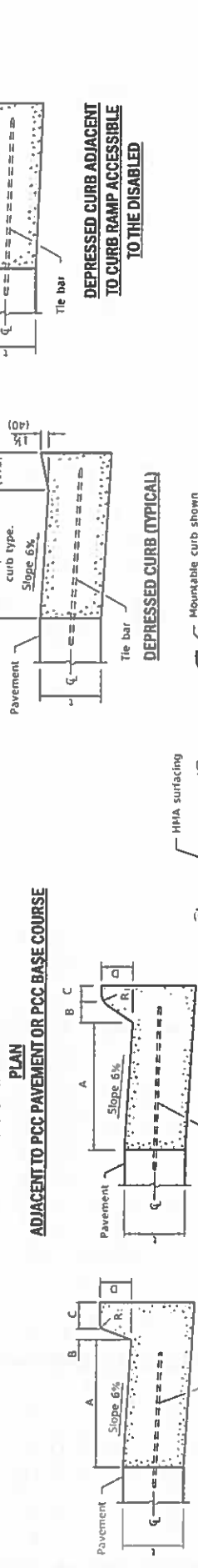
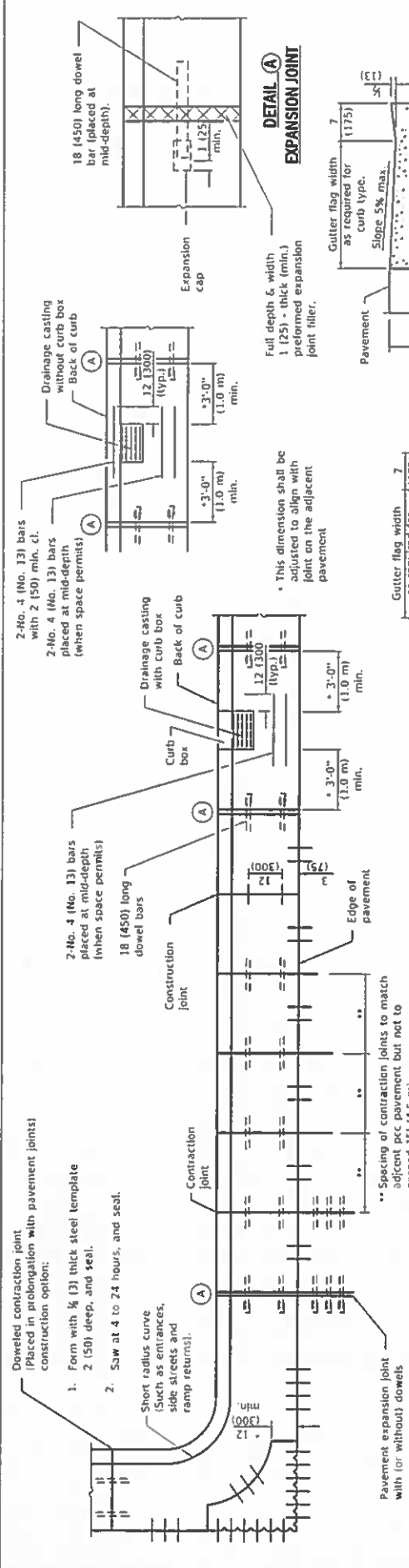
GENERAL NOTES
Existing bars shall be either cut or removed.
Reinforced bars shall be cut.
All dimensions are in inches (millimeters)
unless otherwise shown.

New York Department of Transportation	
Project No.	NYSDOT 442203-03
Contract No.	NYSDOT 442203-03
Division	NYSDOT 442203-03
Sheet No.	NYSDOT 442203-03

DATE	REVISIONS
1-1-88	Substituted units to English feet/inches.
1-1-87	Revised Note for Class C patches.

CLASS C and D PATCHES

STANDARD 442203-03



GENERAL NOTES

The bottom slope of combination curb and gutter constructed adjacent to pcc pavement shall be the same slope as the subbase or 6% when subbase is omitted.

t = Thickness of pavement.

Longitudinal joint tie bars shall be No. 6 (No. 19) at 36 (900) centers in accordance with details for longitudinal construction joint shown on Standard 420001.

A minimum clearance of 2 (50) between the end of the tie bar and the back of the curb shall be maintained.

The dowel bars shown in contraction joints will only be required for monolithic construction.

See Standard 606301 for details of corner islands.

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

TABLE OF DIMENSIONS BARRIER CURB

TYPE	A	B	C	D	R ₁	R ₂
B-6.06*	6	1	6	6	1	2
B-6.12	12	1	6	6	1	2
B-15.30	1300	250	1150	1150	250	500
B-15.45	1450	250	1100	1100	250	500
B-6.24	24	1	6	6	1	2
B-15.60	1600	250	1150	1150	250	500
B-9.12	12	2	5	9	1	2
B-22.30	1300	500	1225	1225	250	500
B-22.45	1450	500	1175	1175	250	500
B-9.24	24	2	5	9	1	2
B-22.60	1600	500	1125	1125	250	500

* For corner islands only.

TABLE OF DIMENSIONS MOUNTABLE CURB

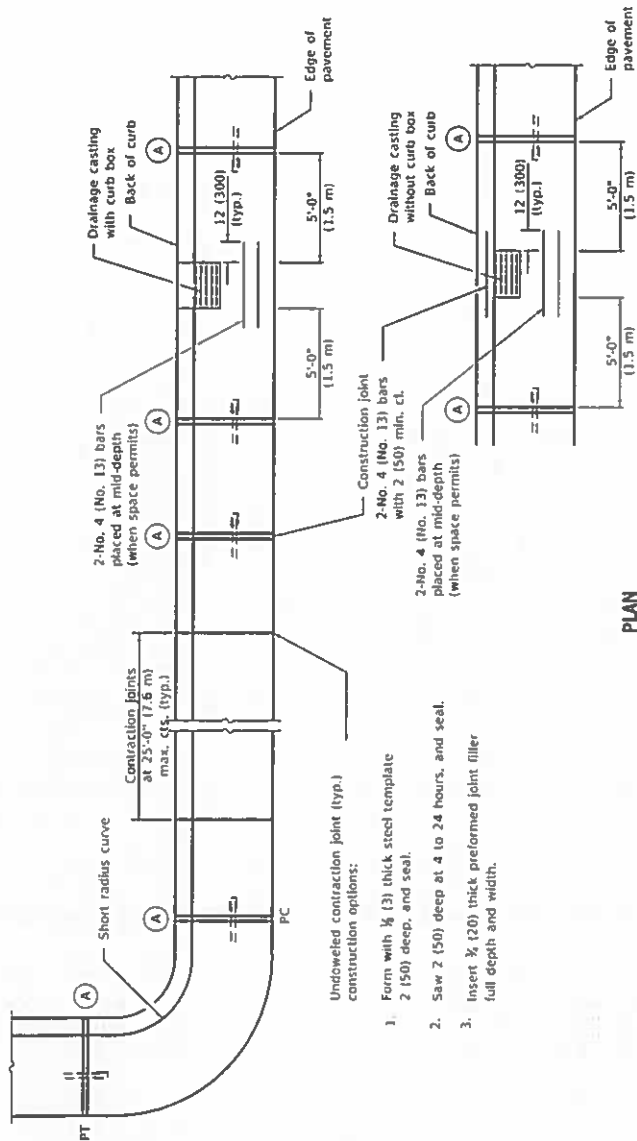
TYPE	A	B	C	D	R ₁	R ₂
M-2.06	6	2	4	2	3	2
M-5.15	1150	1000	1000	1000	750	1500
M-2.12	12	2	4	2	3	2
M-5.30	1300	1500	1000	1500	750	1500
M-4.06	6	4	3	4	3	NA
M-10.15	1150	1000	725	1000	725	NA
M-10.30	1300	1000	725	1000	725	NA
M-4.18	18	4	3	4	3	NA
M-10.45	1450	1000	725	1000	725	NA
M-10.60	1600	1000	725	1000	725	NA
M-15.15	1150	1500	1500	1150	1500	1500
M-15.12	12	6	2	6	2	NA
M-15.30	1300	1500	1500	1150	1500	1500
M-6.18	18	6	2	6	2	NA
M-15.45	1450	1500	1500	1150	1500	1500
M-6.24	24	6	2	6	2	NA
M-15.60	1600	1500	1500	1150	1500	1500

CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER
(Sheet 1 of 2)

STANDARD 606001-08

DATE	REVISIONS
1-1-22	Revised contraction joint spacing adjacent to pcc pavement.
1-1-18	Revised General Note for tie bar spacing to 36 (900) cts.

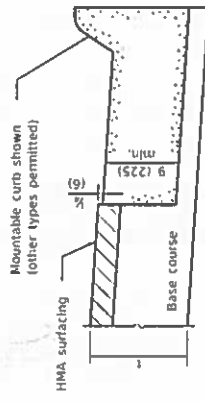
Illinois Department of Transportation
 ISSUED 1-1-91
 APPROVED
 ILLUSTRATION BY
 CHECKED BY
 DESIGNED BY
 ENGINEER OF DESIGN AND ENVIRONMENT



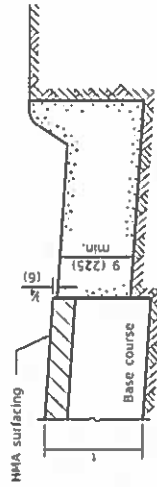
Undoweled contraction joint (typ.) construction options:

1. Form with $\frac{1}{2}$ (3) thick steel template 2 (50) deep, and seal.
2. Saw 2 (50) deep at 4 to 24 hours, and seal.
3. Insert $\frac{1}{2}$ (20) thick preformed joint filler full depth and width.

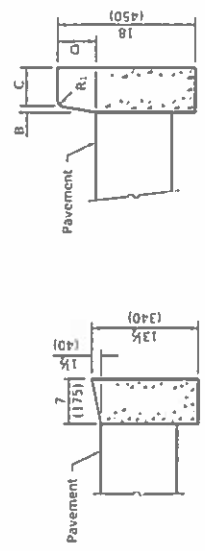
PLAN



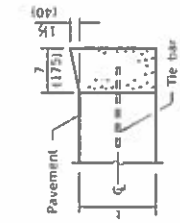
ON DISTURBED SUBGRADE



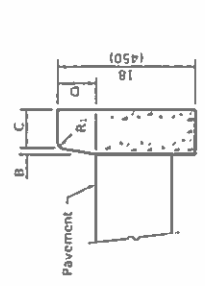
ON UNDISTURBED SUBGRADE



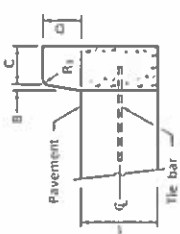
DEPRESSED CURB



DEPRESSED CURB



BARRIER CURB



BARRIER CURB

ADJACENT TO FLEXIBLE PAVEMENT

ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE

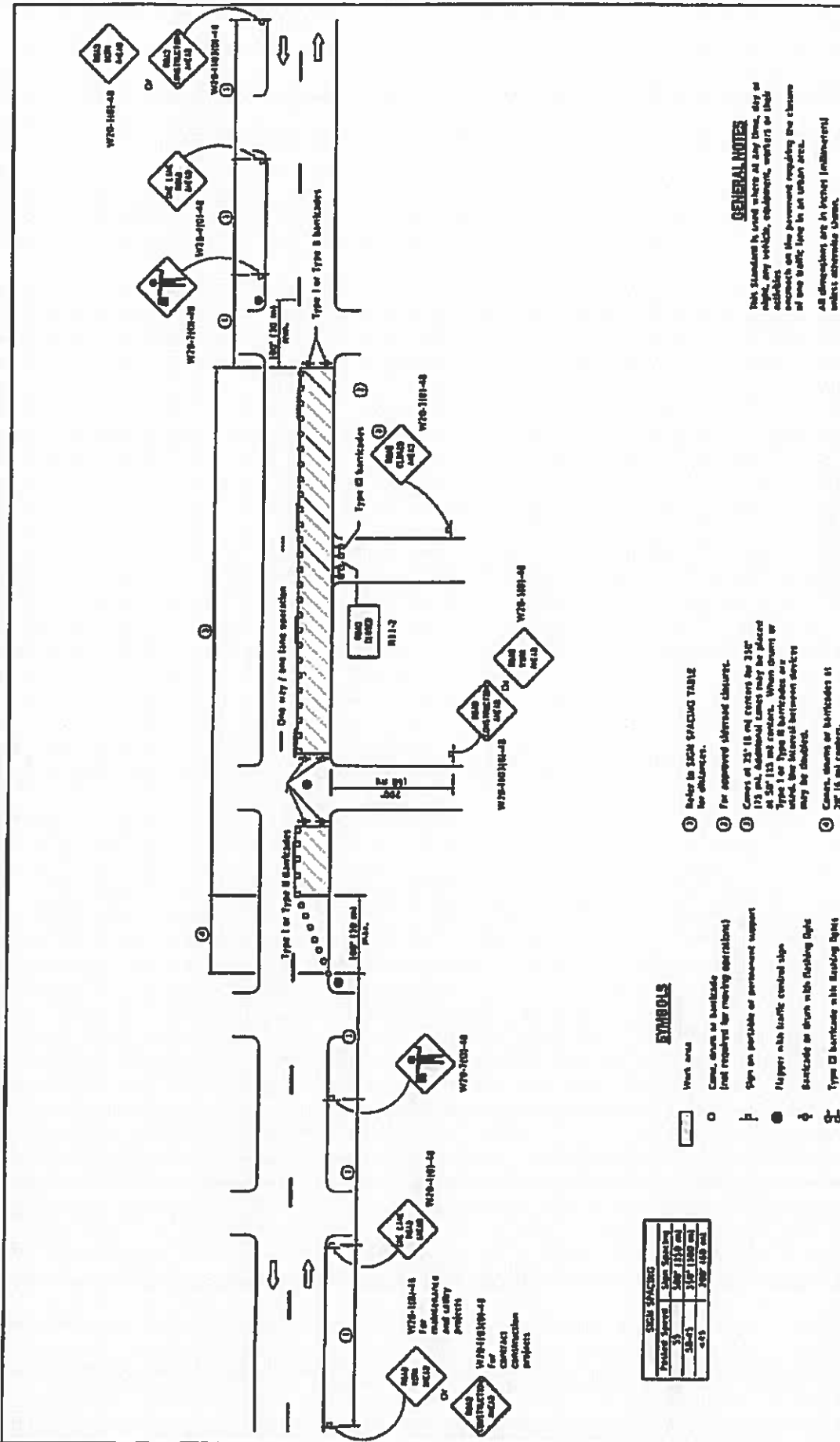
CONCRETE CURB TYPE B

ADJACENT TO FLEXIBLE PAVEMENT

**CONCRETE CURB TYPE B
AND COMBINATION
CONCRETE CURB AND GUTTER**
(Sheet 2 of 2)

STANDARD 606001-08

Illinois Department of Transportation PASSED Michael J. ... APPROVED ENGINEER OF DESIGN AND ENVIRONMENT	SHEET 1 202	ISSUED 1-1-97
	Michael J. ... ENGINEER OF POLYMER AND PROCEDURES	
	SHEET 1 202	
	Michael J. ... ENGINEER OF DESIGN AND ENVIRONMENT	



GENERAL NOTES
 This standard is used where all day, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.
 All dimensions are in feet (millimeters) unless otherwise noted.

- 1 Refer to SIGN SPACING TABLE for dimensions.
- 2 For approved alternate closures.
- 3 Cases of 25' or greater for 25' (7.62 m) or more. Cases may be placed at 50' (15.24 m) intervals. When shown for Type I or Type II barricades, the interval between devices may be doubled.
- 4 Cases shown for barricades of 20' (6.10 m) centers.

SYMBOLS

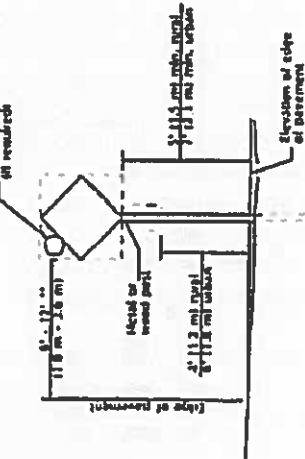
- Work area
- Case shown at barricade (not required for moving operations)
- Sign on portable or permanent support
- Signer with traffic control sign
- Barricade as shown with flashing light
- Type II barricade with flashing light

SIGN SPACING	
Project Speed	Sign Spacing
35	150' 150 min
50-75	210' 150 min
>75	250' 150 min

Missouri Department of Transportation
 Project No. 011
 District of MISSOURI
 Contract No. 011
 Date of Issue 01/11/01
 Revision 01/11/01

DATE	REVISIONS
1-1-01	Revised Support sign.
1-1-00	Switched width to English format.
	Corrected Sign No. 2.

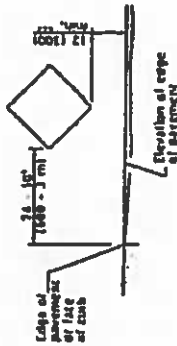
**URBAN LANE CLOSURE,
 2L, 2W, UNDIVIDED**
 STANDARD 701501-08



5' 11.5 m (18 ft) setback

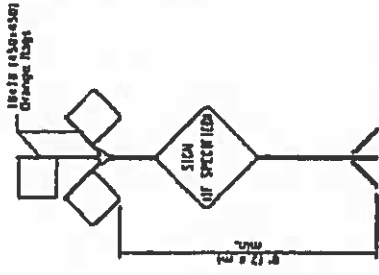
POST MOUNTED SIGNS

** When curb or paved shoulder are present sign dimensions shall be 24 (609) in the face of curb or 5' 11.8 m (18 ft) to the outside edge of the paved shoulder.



SIGNS ON TEMPORARY SUPPORTS

*** When soil operations exceed four days, this dimension shall be 5' 11.5 m (18 ft), if located behind other devices, the height dimension shall be taken completely above the devices.



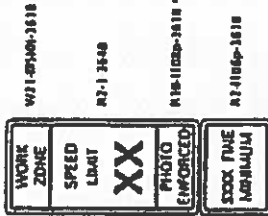
HIGH LEVEL WARNING DEVICE

ROAD CONSTRUCTION NEXT 2 MILES
G20-1101-0216

END CONSTRUCTION
G20-1101-0072

This signing is required for all projects 2 miles (3200 m) or more in length.
ROAD CONSTRUCTION NEXT 2 MILES sign shall be placed 100' (30.5 m) in advance of project limit.
END CONSTRUCTION sign shall be erected at the project limit and shall be visible for 1/2 mile within 2 miles (3200 m).
Dual sign assemblies shall be utilized on multi-lane highways.

WORK LIGHT SIGNING



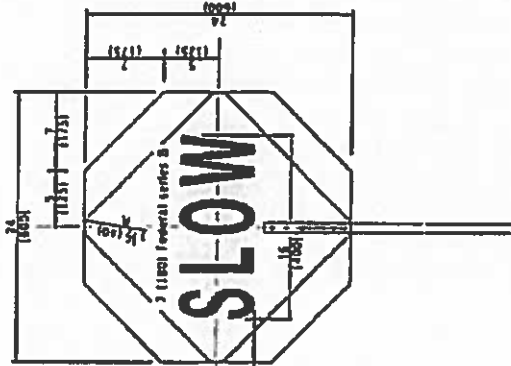
Sign assembly as shown on Standards or as shown by District Consultant.

END WORK ZONE SPEED LIMIT
G20-1101-0016

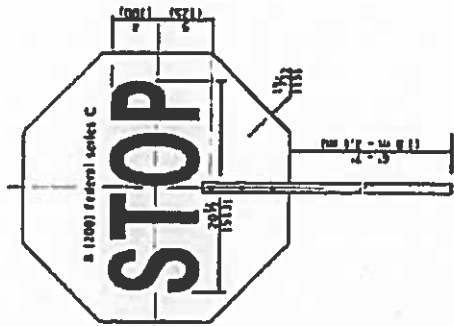
This sign shall be used when the above sign assembly is used.

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

*** R15-2100a shall only be used above roadways under the jurisdiction of the State.



REVERSE SIDE



FRONT SIDE



W12-1103-1010

WIDTH RESTRICTION SIGN

24'-10" when used in urban areas.

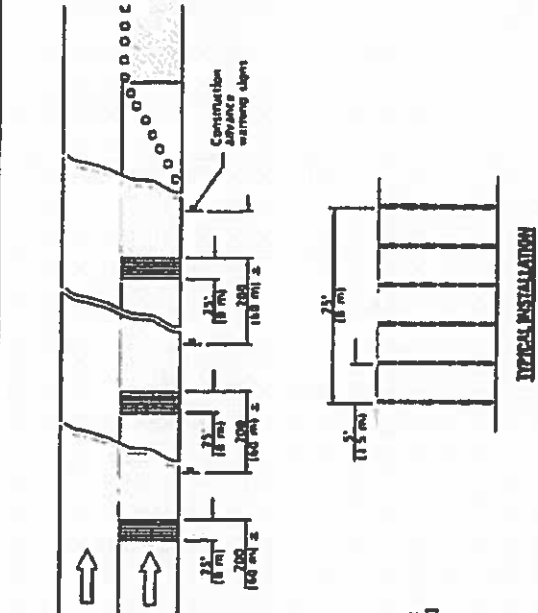
Missouri Department of Transportation
 PROJECT: _____ DATE: _____
 DRAWING NO: _____ SHEET: _____ OF _____
 APPROVED: _____
 DESIGNED: _____

FLAGGED TRAFFIC CONTROL SIGN

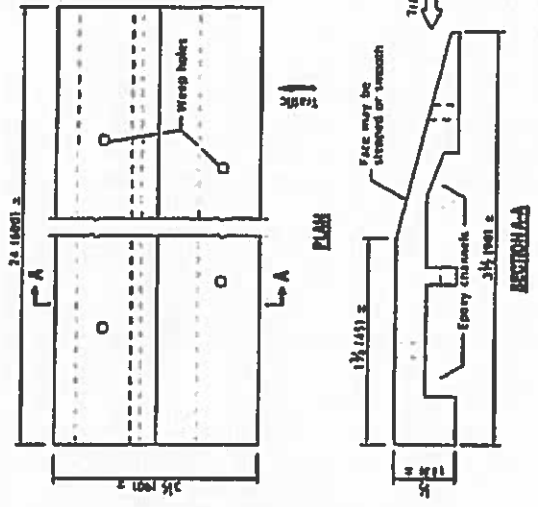
TRAFFIC CONTROL DEVICES

(Sheet 2 of 3)

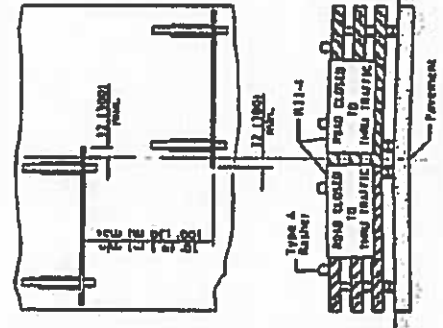
STANDARD 701901-08



TYPICAL INSTALLATION

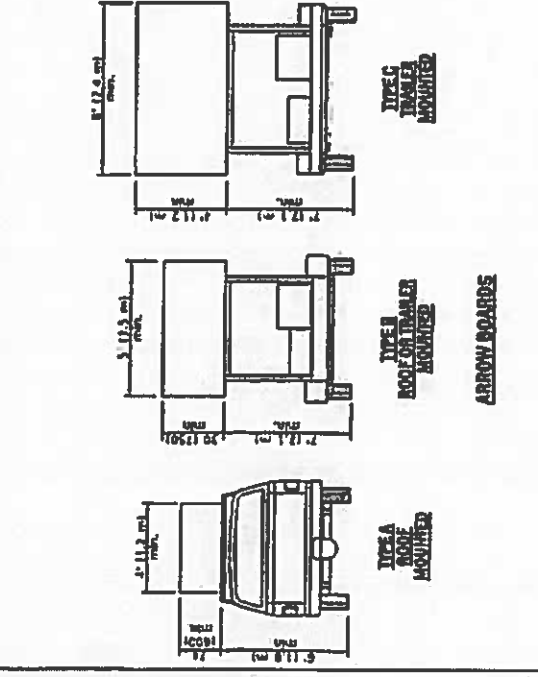


TEMPORARY RUMBLE STRIPS

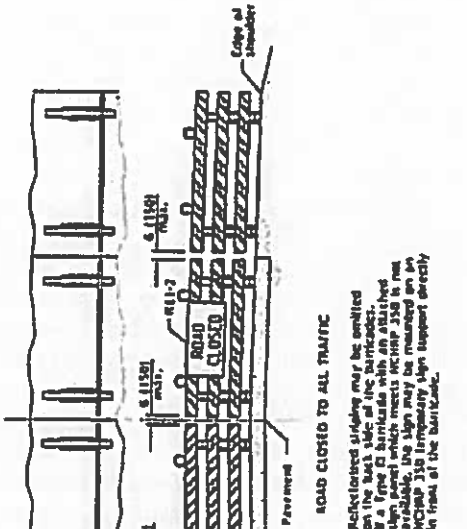


ROAD CLOSED TO THRU TRAFFIC

Reflected sliding shall appear on both sides of the barrier. In a Type II barricade with an attached sign panel which meets NCHRP 358 H requirements, the sign panel may be mounted on NCHRP 358 temporary light supports directly in front of the barrier.



ARROW BOARDS



ROAD CLOSED TO ALL TRAFFIC

Reflected sliding may be omitted on the back side of the barrier. In a Type II barricade with an attached sign panel which meets NCHRP 358 H requirements, the sign panel may be mounted on NCHRP 358 temporary light supports directly in front of the barrier.

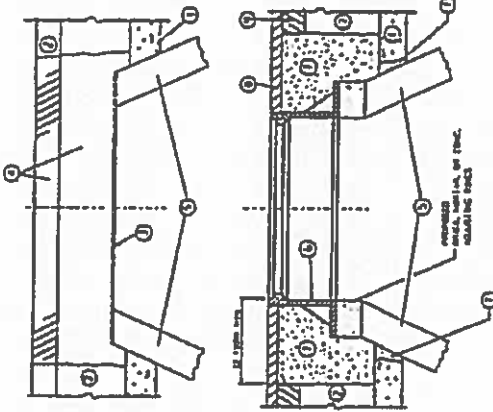
TYPICAL APPLICATIONS OF TYPE II BARRICADES CLOSING A ROAD

Missouri Department of Transportation
 Missouri State Highway Patrol
 Missouri State Police
 Missouri State Sheriff's Office
 Missouri State Jail System
 Missouri State Prison System
 Missouri State Corrections Institute
 Missouri State Technical College
 Missouri State University
 Missouri State Community College
 Missouri State Technical College
 Missouri State University
 Missouri State Community College

CONCRETE JOINT REINFORCEMENT

REINFORCEMENT SHALL BE PLACED IN THE JOINT AS SHOWN IN THE DRAWING. THE REINFORCEMENT SHALL BE PLACED IN THE JOINT AS SHOWN IN THE DRAWING. THE REINFORCEMENT SHALL BE PLACED IN THE JOINT AS SHOWN IN THE DRAWING.

REINFORCEMENT SHALL BE PLACED IN THE JOINT AS SHOWN IN THE DRAWING. THE REINFORCEMENT SHALL BE PLACED IN THE JOINT AS SHOWN IN THE DRAWING. THE REINFORCEMENT SHALL BE PLACED IN THE JOINT AS SHOWN IN THE DRAWING.

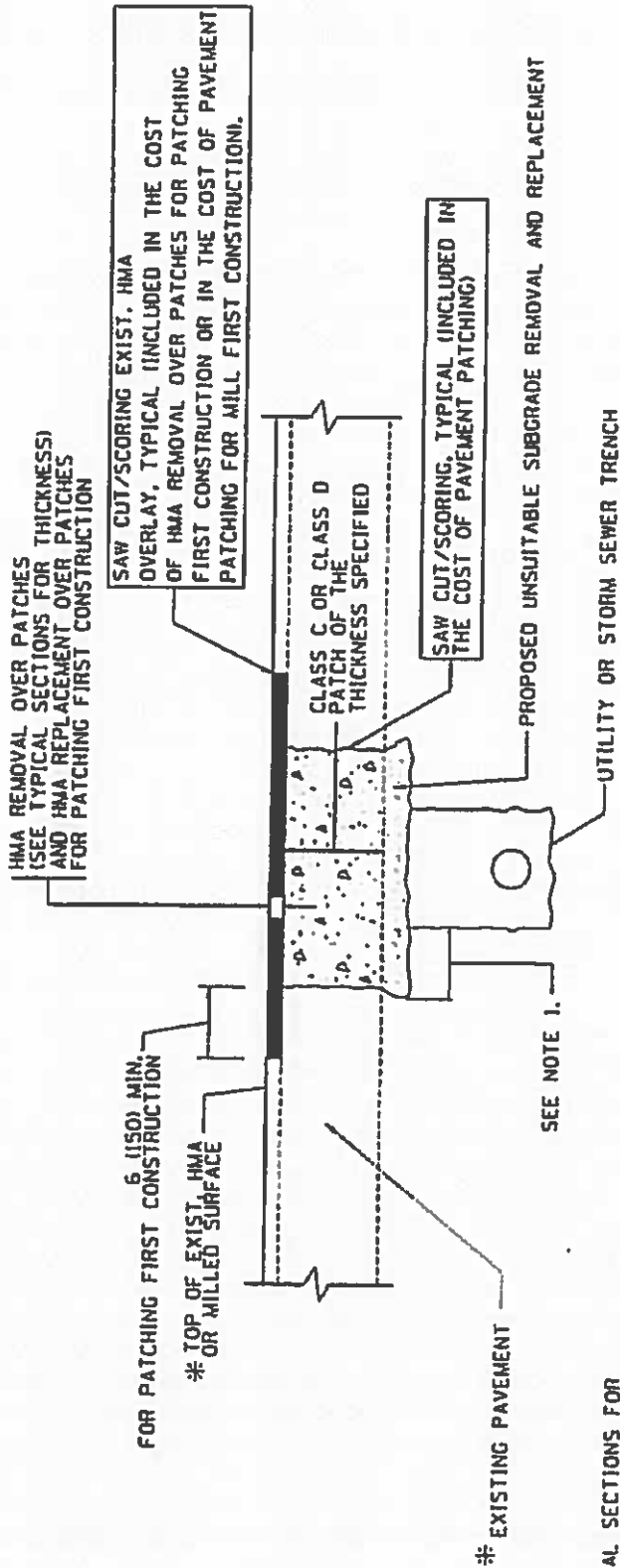


- 1 REINFORCEMENT
- 2 CONCRETE SURFACE
- 3 STEEL PLATE
- 4 1/2\"/>

REINFORCEMENT SHALL BE PLACED IN THE JOINT AS SHOWN IN THE DRAWING. THE REINFORCEMENT SHALL BE PLACED IN THE JOINT AS SHOWN IN THE DRAWING. THE REINFORCEMENT SHALL BE PLACED IN THE JOINT AS SHOWN IN THE DRAWING.

DETAILS FOR FRAMES AND LIDS ADJUSTMENT WITH MILLING

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	SCALE: 1/4" = 1'-0"	DATE: 11/11/11	PROJECT: I-55/US 41
CONTRACT NO. 11-0000	SECTION: 11-0000	DATE: 11/11/11	PROJECT: I-55/US 41
DATE: 11/11/11	DATE: 11/11/11	DATE: 11/11/11	DATE: 11/11/11



* OFF TYPICAL SECTIONS FOR THICKNESS AND MATERIALS

NOTES:

1. THE WIDTH OF THE FULL DEPTH PATCH OVER A TRENCH SHALL BE 12 (300) WIDER ON EACH SIDE OF THE TRENCH.
2. FOR METHOD OF MEASUREMENT AND BASIS OF PAYMENT, SEE RECURRING SPECIAL PROVISION "PATCHING WITH HOT-MIX ASPHALT OVERLAY REMOVAL".

SEQUENCE OF CONSTRUCTION (PATCHING FIRST)

1. REMOVE THE EXISTING HMA MATERIAL OVER THE AREA TO BE PATCHED.
2. REMOVE AND REPLACE WITH CLASS C OR D PATCH.
3. REPLACE HMA MATERIAL OVER THE AREA TO BE PATCHED.

SEQUENCE OF CONSTRUCTION (MILLING FIRST)

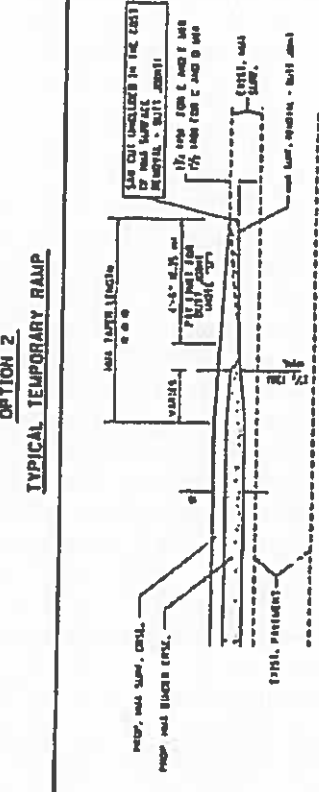
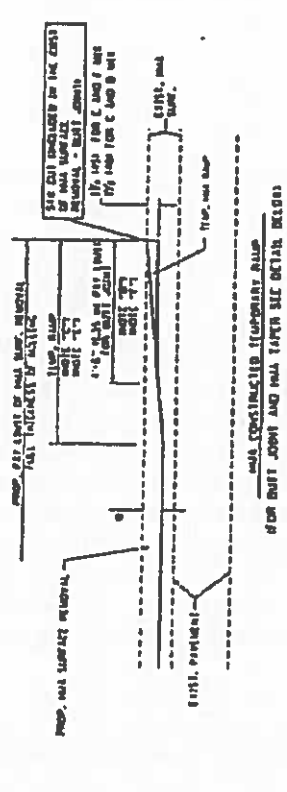
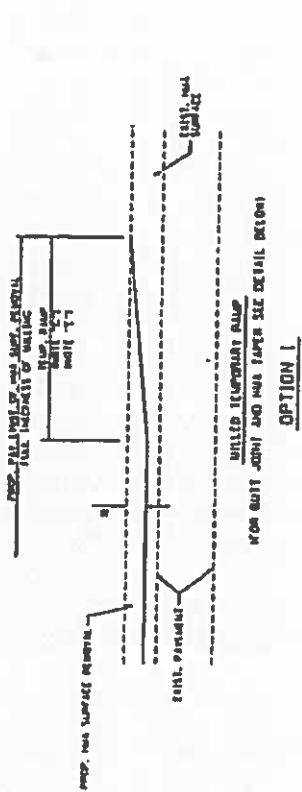
1. MILL HMA FIRST IF THERE IS AT LEAST 4 1/2 INCHES OR MORE OF HMA MATERIAL ON TOP OF THE EXISTING PAVEMENT OR IF THE PAVEMENT IS FULL DEPTH HMA. A MINIMUM OF 2 INCHES OF HMA MATERIAL SHALL BE IN PLACE AFTER MILLING.
2. REMOVE AND REPLACE WITH FULL DEPTH CLASS D PATCHES TO TOP OF MILLED SURFACE.

DATE	BY	REVISION	DATE	BY	REVISION

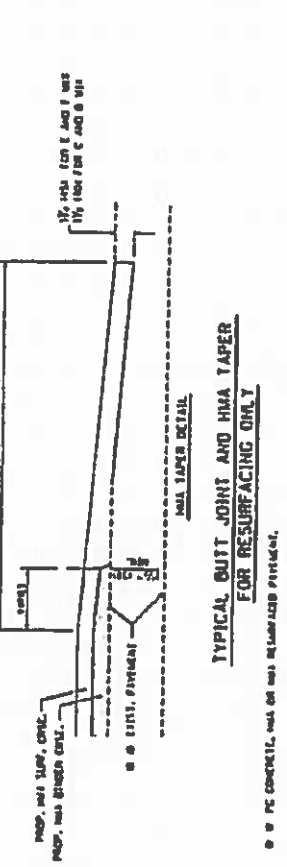
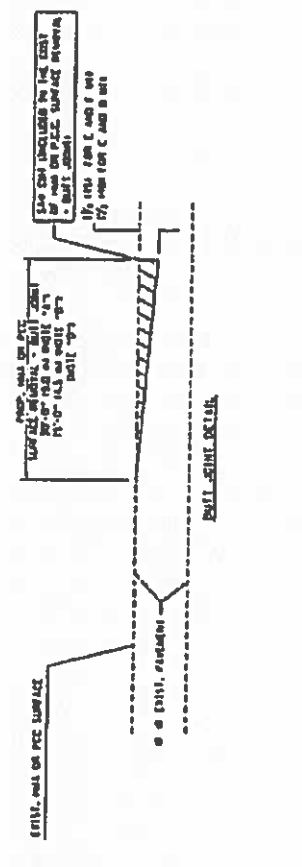
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

PROJECT NUMBER		DATE	

ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE SPECIFIED.



TYPICAL BUTT JOINT AND HMA TAPER FOR MILLING AND RESURFACING



TYPICAL BUTT JOINT AND HMA TAPER FOR RESURFACING ONLY

NOTES

1. MILLING DEPTH AND HMA TAPER SHALL BE AS SHOWN.
2. THE TEMP. RAMP SHALL BE CONSTRUCTED IMMEDIATELY UPON REMOVAL OF THE EXISTING MILL SURFACE.
3. THE BUTT JOINT SHALL BE CONSTRUCTED IMMEDIATELY UPON REMOVAL OF THE EXISTING MILL SURFACE.
4. UPON THE TEMP. RAMP AT A RATE OF 2" PER 100' AND PER 1" PER 10' OUT OF CENTER IMMEDIATELY.
5. INSTALLATION AND REMOVAL OF THE TEMP. RAMP SHALL BE INCLUDED IN COST OF THE SURFACE REPAIR - BUTT JOINT.
6. SEE DETAIL SECTION FOR THE SLOPED INTERSECTION FOR HMA UNDER PCC SURFACE REPAIR, BUTT JOINT.
7. SEE DETAIL SECTION FOR OTHER INTERSECTIONS.
8. SEE DETAIL SECTION FOR OTHER INTERSECTIONS.

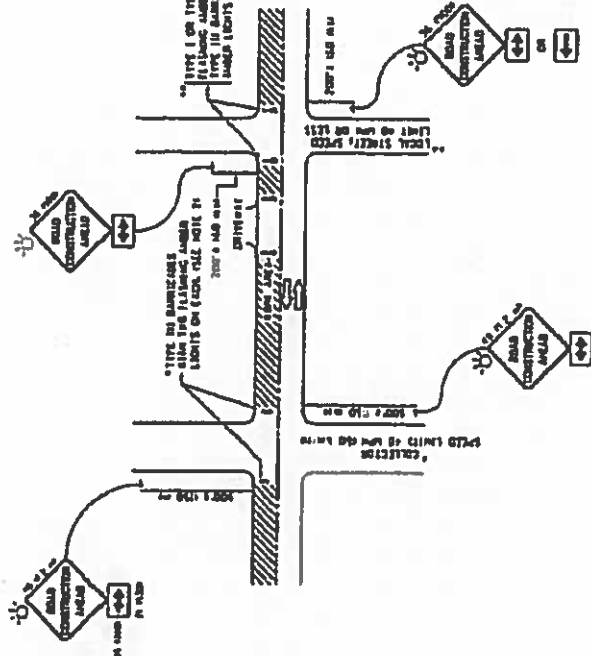
LIST OF MATERIALS

THE BUTT JOINT SHALL BE PAVED AT THE COMPLETE UNIT PRICE FOR THE MILL AND FINISH SURFACE REPAIR, BUTT JOINT, OR FOR MILL AND FINISH SURFACE REPAIR, BUTT JOINT.

NO.	DESCRIPTION	QUANTITY	UNIT	AMOUNT
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STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

PROJECT NO.	...
SECTION NO.	...
DATE	...
BY	...
CHECKED BY	...
APPROVED BY	...
TITLE	...



NOTES:

1. THE ROAD WITH A SPEED LIMIT OF 40 MPH OR MORE ON LITS 41 SHALL BE THE CONTROL AND IS CONTROLLED BY THE DISCRETEION OF THE ROAD CONSTRUCTION AHEAD SIGN AS A REQUIREMENT FOR A ROAD CLOSED AHEAD SIGN IS APPROXIMATELY 200 FEET IN ADVANCE OF THE ROAD AHEAD.
2. THE ROAD WITH A SPEED LIMIT GREATER THAN 40 MPH AND AHEAD AS SHOWN ON THE SIGNAGE AND IS CONTROLLED BY THE DISCRETEION OF THE ROAD CONSTRUCTION AHEAD SIGN AS A REQUIREMENT FOR A ROAD CLOSED AHEAD SIGN IS APPROXIMATELY 175 FEET IN ADVANCE OF THE ROAD AHEAD.
3. THE ROAD WITH A SPEED LIMIT GREATER THAN 40 MPH AND AHEAD AS SHOWN ON THE SIGNAGE AND IS CONTROLLED BY THE DISCRETEION OF THE ROAD CONSTRUCTION AHEAD SIGN AS A REQUIREMENT FOR A ROAD CLOSED AHEAD SIGN IS APPROXIMATELY 175 FEET IN ADVANCE OF THE ROAD AHEAD.
4. THE ROAD WITH A SPEED LIMIT GREATER THAN 40 MPH AND AHEAD AS SHOWN ON THE SIGNAGE AND IS CONTROLLED BY THE DISCRETEION OF THE ROAD CONSTRUCTION AHEAD SIGN AS A REQUIREMENT FOR A ROAD CLOSED AHEAD SIGN IS APPROXIMATELY 175 FEET IN ADVANCE OF THE ROAD AHEAD.
5. THE ROAD WITH A SPEED LIMIT GREATER THAN 40 MPH AND AHEAD AS SHOWN ON THE SIGNAGE AND IS CONTROLLED BY THE DISCRETEION OF THE ROAD CONSTRUCTION AHEAD SIGN AS A REQUIREMENT FOR A ROAD CLOSED AHEAD SIGN IS APPROXIMATELY 175 FEET IN ADVANCE OF THE ROAD AHEAD.
6. THE ROAD WITH A SPEED LIMIT GREATER THAN 40 MPH AND AHEAD AS SHOWN ON THE SIGNAGE AND IS CONTROLLED BY THE DISCRETEION OF THE ROAD CONSTRUCTION AHEAD SIGN AS A REQUIREMENT FOR A ROAD CLOSED AHEAD SIGN IS APPROXIMATELY 175 FEET IN ADVANCE OF THE ROAD AHEAD.
7. THE ROAD WITH A SPEED LIMIT GREATER THAN 40 MPH AND AHEAD AS SHOWN ON THE SIGNAGE AND IS CONTROLLED BY THE DISCRETEION OF THE ROAD CONSTRUCTION AHEAD SIGN AS A REQUIREMENT FOR A ROAD CLOSED AHEAD SIGN IS APPROXIMATELY 175 FEET IN ADVANCE OF THE ROAD AHEAD.

10. (continued) 10.0 by license administrator
 10.000 10.000 10.000

SECTION	DATE	BY
SECTION	DATE	BY

TRAFFIC CONTROL AND PROTECTION FOR ROAD MAINTENANCE, CONSTRUCTION, AND OBSTRUCTIONS

STATE OF ALABAMA
 DEPARTMENT OF TRANSPORTATION

PROJECT NO. 10.000
 SHEET NO. 10.000

DATE: 10.000
 DRAWN BY: 10.000
 CHECKED BY: 10.000
 APPROVED BY: 10.000

State of Illinois
DEPARTMENT OF TRANSPORTATION
Bureau of Local Roads & Streets
SPECIAL PROVISION
FOR
LOCAL QUALITY ASSURANCE/ QUALITY MANAGEMENT QC/QA
Effective: January 1, 2022

Replace the first five paragraphs of Article 1030.06 of the Standard Specifications with the following:

“1030.06 Quality Management Program. The Quality Management Program (QMP) will be Quality Control / Quality Assurance (QC/QA) according to the following.”

Delete Article 1030.06(d)(1) of the Standard Specifications.

Revise Article 1030.09(g)(3) of the Standard Specifications to read:

“(3) If core testing is the density verification method, the Contractor shall provide personnel and equipment to collect density verification cores for the Engineer. Core locations will be determined by the Engineer following the document “Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations” at density verification intervals defined in Article 1030.09(b). After the Engineer identifies a density verification location and prior to opening to traffic, the Contractor shall cut a 4 in. (100 mm) diameter core. With the approval of the Engineer, the cores may be cut at a later time.”

Revise Article 1030.09(h)(2) of the Standard Specifications to read:

“(2) After final rolling and prior to paving subsequent lifts, the Engineer will identify the random density verification test locations. Cores or nuclear density gauge testing will be used for density verification. The method used for density verification will be as selected below.

Density Verification Method	
<input type="checkbox"/>	Cores
<input type="checkbox"/>	Nuclear Density Gauge (Correlated when paving \geq 3,000 tons per mixture)

Density verification test locations will be determined according to the document “Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations”. The density testing interval for paving wider than or equal to 3 ft (1 m) will be 0.5 miles (800 m) for lift thicknesses of 3 in. (75 mm) or less and 0.2 miles (320 m) for lift thicknesses greater than 3 in. (75 mm). The density testing interval for paving less than 3 ft (1 m) wide will be 1 mile (1,600 m). If a day’s paving will be less than the prescribed density testing interval, the length of the day’s paving will be the interval for that day. The density testing interval for mixtures used for patching will be 50 patches with a minimum of one test per mixture per project.

If core testing is the density verification method, the Engineer will witness the Contractor coring, and secure and take possession of all density samples at the

density verification locations. The Engineer will test the cores collected by the Contractor for density according to Illinois Modified AASHTO T 166 or AASHTO T 275.

If nuclear density gauge testing is the density verification method, the Engineer will conduct nuclear density gauge tests. The Engineer will follow the density testing procedure detailed in the document "Illinois Modified ASTM D 2950, Standard Test Method for Density of Bituminous Concrete In-Place by Nuclear Method".

A density verification test will be the result of a single core or the average of the nuclear density tests at one location. The results of each density test must be within acceptable limits. The Engineer will promptly notify the Contractor of observed deficiencies."

Revise the seventh paragraph and all subsequent paragraphs in Section D. of the document "Hot-Mix Asphalt QC/QA Initial Daily Plant and Random Samples" to read:

"Mixtures shall be sampled from the truck at the plant by the Contractor following the same procedure used to collect QC mixture samples (Section A). This process will be witnessed by the Engineer who will take custody of the verification sample. Each sample bag with a verification mixture sample will be secured by the Engineer using a locking ID tag. Sample boxes containing the verification mixture sample will be sealed/taped by the Engineer using a security ID label."

2/9/2026

1-O-26

AN ORDINANCE

Amending Title 1, Chapter 17, “Contracts with the City”

WHEREAS, the City of Evanston is a unit of local government organized and operating under federal and state laws; and

WHEREAS, on May 27, 2025, the City of Evanston adopted the Responsible Bidder Ordinance to ensure that only qualified contractors and subcontractors are awarded contracts on public works construction projects, and to ensure that workers on public works construction projects are paid appropriate wages and receive appropriate benefits in accordance with state and federal law; and

WHEREAS, from time to time the City of Evanston is able to secure external sources of funding, for instance from federal or state grants, that impose distinct sets of requirements for grant eligibility that do not always dovetail with the requirements of the current City Code; and

WHEREAS, the City of Evanston wishes to amend its ordinance on Contracts with the City to clarify how it intersects with external funding conditions;

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON,
COOK COUNTY, ILLINOIS:**

SECTION 1: Title 1, Chapter 17, “Contracts with the City,” is hereby amended as follows:

(A) All contracts with the City costing in excess of twenty-five thousand dollars (\$25,000.00) must be approved by the City Council. Contracts for the purchase of goods or services to be utilized in the conduct of the affairs of the City, shall be let by the City Manager or his/her designee, with the approval of the City Council, to a reliable, responsible and acceptable bidder, after advertising for the same, and bonds to be approved by the City Council may be taken for the faithful performance thereof.

(B) All contracts for the purchase of goods or services with entirely City funds shall be awarded to the lowest quote/bid price or lowest evaluated quote/bid price from a responsive and responsible Evanston business enterprise ("EBE") provided the EBE's quote/bid price does not surpass the lowest quote/bid price or lowest evaluated quote/bid price from a responsive and responsible nonlocal business by more than five percent (5%). All contracts let from requests for proposals (RFPs) and requests for qualifications (RFQs) with entirely City funds shall be awarded to the most qualified consultant that is an EBE, provided the EBE price/cost does not surpass the lowest price/cost or lowest evaluated price/cost from a nonlocal business by more than five percent (5%). This requirement is waived if the contract is partially or completely funded from a source other than funds belonging to the City of Evanston, such as federal, state, or other grants, and (ii) the other funding source mandates terms that are inconsistent with or supersede this Section (B).

1. An "EBE" shall mean an entity which is located in or has one or more offices located in the City for a minimum of one year and which performs a "commercially useful function."

a. An EBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the EBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an EBE is performing a commercially useful function, the City will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the EBE credit claimed for its performance of the work and other relevant factors.

b. An EBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of EBE participation. In determining whether an EBE is such an extra participant, the City will examine similar transactions, particularly those in which EBEs do not participate.

c. If an EBE does not perform or exercise responsibility for at least thirty (30) percent of the total cost of its contract with its own work force, or the EBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of

work involved, then it is not performing a commercially useful function.

d. When an EBE is presumed not to be performing a commercially useful function as provided in Subsection (B)1c of this Section, the EBE may present evidence to rebut this presumption. The City may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

2. In determining whether a business has been located in Evanston for one (1) year, the MWEBE Committee will consider the following:

a. Whether the vendor pays property and/or sales taxes in Evanston; and

b. Whether the business entity's address or the address given on the federal and/or state income tax return is within Evanston.

c. The date of issuance of an Evanston business license.

The City may waive the one-year requirement if the entity provides evidence of a substantial commitment to Evanston.

3. Businesses that maintain a distribution warehouse or which manufacture in Evanston will receive EBE credit of sixty (60) percent and one hundred (100) percent, respectively. Those that do not maintain a distribution warehouse or manufacturing operation but have an office in Evanston will be considered a broker and receive a five (5) percent credit.

4. Eligibility as an EBE will be periodically reviewed and may be revoked at any time if the entity no longer meets the above requirements.

INSERT: (C) Local Employment Program.

INSERT: (D) Minority, women, disadvantage, and Evanston business enterprise (M/W/D/EBE) goals.

(E) *Additional Requirements for Public Works Contracts.* All bidders for public works contracts must comply with the below specifications in bid submission and during the project for a successful bidder. The City Council may, by a majority vote of the members present, waive any of these requirements for an Evanston-owned business enterprise as defined in Subsection 1-17-1(D)(1) or a nearby business enterprise as defined in Subsection 1-17-1(E)(1).

1. *Definitions.* For the purposes of this Subsection, the following definitions apply:

<p><i>APPRENTICESHIP TRAINING PROGRAM.</i></p>	<p>A program approved and registered by the United States Department of Labor's Office of Apprenticeship, or its successor organization, that has graduated at least five (5) apprentices in each other past five (5) years for each of the construction crafts the bidder will perform on the project. Evidence of graduation rates are not required for apprentice able crafts dedicated exclusively to the transportation of material and equipment to and from the public works project.</p>
<p><i>BIDDER.</i></p>	<p>A contractor that submits a bid in response to a City of Evanston request for proposal.</p>
<p><i>COMMERCIALLY USEFUL FUNCTION.</i></p>	<p>A business enterprise that is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.</p>
<p><i>NEARBY BUSINESS ENTERPRISE ("NBE").</i></p>	<p>A business enterprise located within five (5) miles of Evanston City limits for a minimum of one (1) year and performs a commercially useful function.</p>
<p><i>PUBLIC WORKS CONTRACT.</i></p>	<p>Any construction, alteration, demolition, or repair work done under contract on City-owned property.</p>
<p><i>RELIABLE, RESPONSIVE AND ACCEPTABLE</i></p>	<p>A bidder who submits a bid that conforms in all material respects to the requirements and criteria in the invitation for bids. This means the bid promises to perform in the precise manner requested by the government, and any minor irregularities in the bid shall not defeat responsiveness.</p>

2. *Excessive Pass Through Prohibited.* Any bidder must directly perform at least twenty-five (25) percent of the services identified in the project solicitation. The named bidder submitting the bid must be the entity directly performing the services. Any affiliates and/or subsidiaries shall not contribute to the minimum performance percentage required.

3. *Apprenticeship Training Program Required.*

(a) Public Works contracts for over twenty-five thousand dollars (\$25,000.00) or greater shall only be let to: (i) a contractor with evidence of participation in an

apprenticeship training program applicable to the work to be performed on the project; or (ii) a contractor who has satisfied the experience requirements under subsection (d).

(b) All contracts submitted to the City Council must identify whether the contractor meets this requirement.

(c) Required evidence of participation in an apprenticeship program includes but is not limited to a copy of all applicable apprenticeship standards and apprenticeship agreement(s) for any apprentice(s) who will perform work on the public works project; and documentation from each applicable apprenticeship program certifying that it has graduated at least five (5) apprentices in each of the past five (5) years for each construction craft the bidder will perform on the project.

(d) Contractors may alternatively satisfy this requirement by certifying that all workers who will perform work on the public works project have relevant experience in lieu of participation in an apprenticeship program. Relevant experience may include: (i) performing at least one thousand eight hundred (1,800) hours of work in the trade the worker will perform on the public works project over the preceding two (2) years; (ii) completion of an apprenticeship program in the trade the worker will perform on the public works project; or (iii) obtaining a journeyman credential in the trade the worker will perform on the public works project. Required evidence to be eligible under this section includes but is not limited to W-2 records, journeyman credentials, apprenticeship completion cards, or certificates of graduation from apprenticeship programs. This requirement is waived if the contract is partially or completely funded from a source other than funds belonging to the City of Evanston, such as federal, state, or other grants, and (ii) the other funding source mandates terms that are inconsistent with or supersede this Section (E)(3)(d).

(e) Additional evidence of apprenticeship participation, graduation requirements, or previous experience may be requested by the City of Evanston in its discretion.

4. *Occupational Safety and Health Administration Safety Cards Required.* Prior to beginning work for the City, the bidder shall certify that all employees for the contractor that will be on the work site shall have completed a ten-hour or greater OSHA safety program. The contractor must submit copies of the employees' OSHA cards to the City prior to the project commencing.

5. *Nearby Business Enterprises.* In the absence of an Evanston business enterprise as required by City Code 1-17-1(B), the City shall award the contract for the public works

contract to the lowest bid price or lowest evaluated quote/bid price from a responsive or responsible NBE, provided that the NBE's bid price does not surpass the lowest bid price or lowest evaluated bid price from a responsible and responsible non NBE or EBE business by more than three (3) percent. This requirement is waived if the contract is partially or completely funded from a source other than funds belonging to the City of Evanston, such as federal, state, or other grants, and (ii) the other funding source mandates terms that are inconsistent with or supersede this Section (E)(5).

a. An NBE shall perform a commercially useful function.

i. To determine whether an NBE is performing a commercially useful function, the City will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the NBE credit claimed for its performance of the work and other relevant factors.

ii. An NBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of NBE participation. In determining whether an NBE is such an extra participant, the City will examine similar transactions, particularly those in which NBEs do not participate.

iii. If an NBE does not perform or exercise responsibility for at least thirty (30) percent of the total cost of its contract with its own work force, or the NBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, then it is not performing a commercially useful function.

iv. When an NBE is presumed not to be performing a commercially useful function as provided in Subsection (B)1c of this Section, the EBE may present evidence to rebut this presumption. The City may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

b. In determining whether a business has been located in Evanston or within five (5) miles of Evanston City limits for one (1) year, the MWEBE Committee will consider the following:

i. Whether the vendor pays property and/or sales taxes in Evanston, or, in the case of a NBE, in a community that is within five (5) miles of City limits;
~~and~~

- ii. Whether the business entity's address or the address given on the federal and/or state income tax return is within Evanston or, in the case of a NBE, in a community that is within five (5) miles of City limits; and
 - iii. The date of issuance of an Evanston business license or, in the case of a NBE, the date of issuance of a business license by a community located within five (5) miles of City limits.
 - iv. The City may waive the one-year requirement if the entity provides evidence of a substantial commitment to Evanston.
- c. Businesses that maintain a distribution warehouse or which manufacture in Evanston will receive EBE credit of sixty (60) percent and one hundred (100) percent, respectively. Those that do not maintain a distribution warehouse or manufacturing operation but have an office in Evanston will be considered a broker and receive a five (5) percent credit.
- d. Eligibility as an NBE will be periodically reviewed and may be revoked at any time if the entity no longer meets the above requirements.

6. *Certifications Required at Time of Bid Submittal.* All bidders, including any subcontractors included in the bid, as applicable, shall be compliant and shall submit certification of compliance with the following at the time of the bid submittal:

- a. The Prevailing Wage Act, 820 ILCS 130/1 *et seq.*
 - i. Compliance with the Prevailing Wage Act is required for the previous five (5) years and certification that the contractor has not been found in violation of the Prevailing Wage Act by the Illinois Department of Labor; and
 - ii. A contractor who has been found by the Illinois Department of Labor to be in violation of the Prevailing Wage Act twice in a five-year period shall be barred from bidding for a Public Works contract for four (4) years from the date of the most recent finding from the Illinois Department of Labor.
- b. The Substance Abuse Prevention on Public Works Project Act, 820 ILCS 265/1 *et seq.*
 - i. Compliance with the Substance Abuse Prevention on Public Works Act must include a copy of its written program for the prevention of substance abuse pursuant to the Act.

c. The Workers' Compensation Act, 820 ILCS 305/1 et seq.;

i. A copy of the applicable workers' compensation policy must be submitted to the City along with documentation of the Illinois Department of Labor registration. The bidder shall additionally certify that all employees are properly classified under the workers' compensation policy.

d. The Unemployment Insurance Act, 820 ILCS 405/100, *et seq.*;

i. A copy of the applicable Illinois Department of Employment Security current registration.

e. A copy of the Illinois Secretary of State's Department of Business Services online records evidencing that the bidder has a current corporate annual report on file. If the bidder is an individual, sole proprietor, or partnership, this subsection shall not apply;

f. A copy of the current registration with the Illinois Department of Revenue, if the bidder has employees;

g. A disclosure of any Federal, State or local tax liens or tax delinquencies against the bidder or any officers of the bidder in the last five (5) years;

~~h. Reserved;~~

~~h.~~ h. Compliance with the Federal Davis-Bacon Act and Related Acts, if applicable;

~~j.~~ i. Compliance with the Employee Classification Act 820 ILCS 185/1, *et seq.*;

i. All contractors and subcontractors shall submit certified payrolls as specified in Illinois Public Act 94-0515.

~~k.~~ j. All applicable professional or trade licensure, including documentation of said licenses, certification that all licenses are current, and disclosure of any suspension or revocation of such license held by the company, or of any director, officer or manager of the company;

~~k.~~ k. Certification of compliance with 720 ILCS 5/33E-11 and that the bidder is not barred from contracting with any unit of State or local government as a result of a violation of 720 ILCS 5/33E-3, 4;

m. l. Certification that all individuals who perform work on behalf of the contractor are properly classified as either (i) an employee, or (ii) an independent contractor under all applicable state and federal laws and local ordinances; and

n. m. Disclosure of any determinations by a court, State or Federal agency of violations of any federal, state or local laws, including but not limited to OSHA, contracting or antitrust laws, tax or licensing laws, environmental laws or the Federal Davis-Bacon and Related Acts.

Any bidder who fails to adhere to this Subsection shall be deemed disqualified from the bid process. If a bidder or contractor has a material change to the information provided to the City of Evanston, the bidder or contractor must notify the City within fourteen (14) days of this material change in writing. Failure to self-report a material change may result in disqualification from the bid.

7. Subcontractors. A bidder shall submit documentation including the name and address of each subcontractor from whom the bidder has accepted a bid and/or intends to hire on any part of the project. Further, each such subcontractor shall be required to adhere to the requirements set forth herein as though it were bidding directly to the City of Evanston. Each contractor shall submit all subcontractor information and supporting documentation to the City of Evanston prior to the subcontractor commencing work on the project. It shall be the responsibility of the bidder to ensure its subcontractors comply with all of the requirements of this Code, including the timely and complete submittals of all required documentation and full compliance with all obligations set forth in this Section.

8. Certification for 12-Month Period. In anticipation of bidding on a project, a contractor may submit the certifications identified in the preceding section to the City's Purchasing Manager or their designee. The Purchasing Manager or their designee shall review the certifications for completeness. Upon review, if the certifications are complete, the Purchasing Manager or their designee shall advise the contractor of same via an email address designated by the contractor. If the certifications are incomplete, the contractor shall be also notified via email and given fourteen (14) days to complete the submission. Once the certifications are completed, the contractor shall be notified of a "Certification for 12-Month Period" and shall not be required to resubmit these certifications for a period of twelve (12) months following the notification. Any material changes to these certifications shall be reported in writing to the City's Purchasing Manager or designee. In the event that these documents are still required to be submitted by a State or Federal agency that is contributing funding to a project, this provision shall not apply.

9. Projects of Similar Size and Scope. In projects in the amount of twenty-five

thousand dollars (\$25,000.00) or greater, bidders shall identify and submit documentation with their bid of relevant experience on projects of similar size and scope in the past five (5) years and submit references for same. Projects of similar size and scope shall be as further defined and outlined in the request for proposal ("RFP"). The bidder shall also identify any civil judgments, mediation or arbitration awards against it for default, breach, or damages due to delay or work inadequately performed. Information submitted pursuant to this section shall be considered in determining responsible bidders for the project at issue.

10. *Statement of Past Performance.* Bidders shall submit with their bid a record of all work performed for public bodies completed in the prior three (3) years. Such statements shall include the name of the public body, the type of work performed, the original contract price, the final contract price, the names of all subcontractors used and if liquidated damages were assessed.

11. *Public Records.* All information submitted by a successful bidder pursuant to this Section ~~are~~ is subject to review pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*).

INSERT (F) Contractor Debarment, Suspension, and Prohibited Contracts

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: If any provision of this Ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid application of this Ordinance is severable.

SECTION 4: This Ordinance shall be in full force and effect beginning upon passage.

SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: _____ February 9, 2026

Approved:

Adopted: _____ February 9, 2026

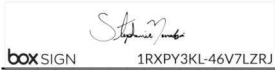
_____ February 10, 2026


boxSIGN 4LR35Q59-46V7LZRJ

Daniel Biss, Mayor

Attest:

Approved as to form:


boxSIGN 1RXPY3KL-46V7LZRJ

Stephanie Mendoza, City Clerk


boxSIGN 1VWVZ88Z-46V7LZRJ

Alexandra B. Ruggie, Corporation Counsel

SECTION 1: Title 1, Chapter 17, "Contracts with the City," is hereby amended as follows:

(C) Local Employment Program.

(D) Minority, women, disadvantage, and Evanston business enterprise (M/W/D/EBE) goals.

(F) Contractor Debarment, Suspension, and Prohibited Contracts.

(C) Local Employment Program.

1. *Definitions.* For the purposes of this Subsection (C), the employment program, the following terms shall be defined as follows:

<i>CONTRACT.</i>	The written agreement to provide services established between the City and a contractor, including, but not limited to, a redevelopment agreement between the City and any contractor or party.
<i>CONTRACTOR.</i>	An individual, partnership, corporation, joint venture or other legal entity entering into a contract, or a subcontract of whatever tier, for a public works project.
<i>DESK REVIEW.</i>	A method of monitoring compliance with the local employment program in which the Business and Workforce Development
	Coordinator contacts a contractor or subcontractor to gather relevant information or request relevant documentation.
<i>EMERGENCY WORK.</i>	Work necessitated by an imminent threat to the property of the city or the health, safety, or welfare of its citizens.
<i>GENERAL CONTRACTOR.</i>	An entity that enters into a contract directly with the city. The general contractor may also be known as the prime contractor.
<i>LOCAL RESIDENT DATABASE.</i>	A database maintained by the City's Business and Workforce Development Coordinator containing the names of local residents who have expressed interest in employment on City public works projects.
<i>NEW HIRE.</i>	Any employee of a contractor who is not listed on the contractor's last quarterly tax statement and was hired prior to or during the commencement of work on a public works project contract subject to the requirements of the local employment program.
<i>ON SITE MONITORING.</i>	The Business and Workforce Development Coordinator's act of visiting the site of a public works project to ensure compliance with the requirements of the local employment program.
<i>PUBLIC WORKS PROJECT.</i>	Any construction, alteration, demolition, or repair work done under contract and paid for in whole or in part from City funds.
<i>RESIDENT.</i>	Any person whose domicile is in the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment. In order to qualify as a resident for purposes of the local employment program, an individual must have established domicile within the City at least thirty (30) days prior to commencing work on any public works project subject to the local employment program.
<i>SUBCONTRACT.</i>	A contract that exists between the general contractor and a subcontractor or between subcontractors of any tier.
<i>SUBCONTRACTOR.</i>	An entity that enters into a contract with the general contractor or another subcontractor.
<i>TIER.</i>	The level of relationship to the prime contractor of a subcontractor who enters into a contract under a prime contractor or another subcontractor to perform a portion of the work on a project.

2. *Work hours and new hire requirements.*

- a. Unless prohibited by federal, state, or local law, all contractors entering into contracts with the City for public works projects valued at two hundred fifty thousand dollars (\$250,000.00) shall ensure that:
 - 1) Fifteen percent (15%) of the total work hours are performed at the construction site by City of Evanston residents, as laborers and/or trade persons; and
 - 2) A minimum of one (1) Evanston resident is hired.

- b. The effectiveness of the local employment program regarding the minimum percentage of work hours and residents hired will be evaluated by city staff after two (2) years of implementation.
 - c. These requirements shall bind the contractor both with respect to persons working directly for the contractor and to subcontractors, regardless of tier or phase of the project, hired to perform any portion of the contracted work. The contractor shall ensure that subcontractors comply with the requirements of the local employment program. It shall be the responsibility and obligation of the contractor that all contracts are in overall compliance with this Subsection (C) and all the requirements listed herein.
 - d. Requirements of the local employment program are satisfied if the contractor already employs Evanston residents sufficient to meet fifteen percent (15%) of the project's total work hours. Some or all of these requirements may be waived if a waiver is obtained from the City pursuant to Subsection (C)5. of this Section.
3. *Contracts, bid documents, subcontracts.* Where appropriate and consistent with law, contracts and bid documents shall incorporate the local employment program by reference and shall provide that the failure of any contractor or subcontractor to comply with any of its requirements shall be deemed a material breach of the contract or subcontract entitling the City to all the remedies and damages available for material breach of a contract. All subcontracts shall expressly acknowledge the City's status as a third party beneficiary to the subcontract and further expressly acknowledge that the City, as a third party beneficiary, shall have the right to enforce the provisions of the local employment program. Contracts and bid documents shall require bidders, contractors and subcontractors to maintain records necessary for monitoring their compliance with the local employment program.
4. *Automatic review.* This Subsection (C) shall be reviewed to address any deficiencies on a bi-annual basis by the Minority, Women and Evanston Business Enterprise Development Committee.
5. *Waiver.*
- a. The contractor may request that the Business and Workforce Development Coordinator waive all or a portion of the requirements imposed under the local employment program. Such requests must be in writing and must be received by the Business and Workforce Development Coordinator prior to the award of any public works project contract. In order to apply for a waiver, the contractor must submit:
 - 1) Documentation to the Business and Workforce Development Coordinator demonstrating that:
 - a) The contractor utilized the local resident database to attempt to satisfy the local employment program hiring requirement.

- b) The contractor notified residents of the employment opportunities available for the project. Such notification must have appeared in the employment section of a newspaper of local general circulation. Additionally, the Illinois department of employment security's office located in Evanston, Illinois, must have been notified of the employment opportunities. All notices must have stated that all qualified applicants would receive consideration without regard to race, color, religion, sex or national origin.
 - c) The contractor, for a contract utilizing union labor, contacted in writing Chicagoland labor unions to request a resident for employment on the project.
 - 2) Any additional documents requested by the Business and Workforce Development Coordinator in order to evaluate the waiver request.
- 6. *Business and Workforce Development Coordinator.*
 - a. The Business and Workforce Development Coordinator shall determine, based on the required documentation and conditions cited by the contractor that make compliance unfeasible, whether to grant the waiver prior to the award of the contract. Examples of such conditions include, but are not limited to:
 - 1) Intermittent service by one (1) trade throughout the life of the project.
 - 2) Nonavailability of resident(s) necessary to fulfill craft position(s) required for the project.
 - b. If circumstances arise subsequent to the issuance of the contract, the results of which the contractor believes will prevent satisfying the local employment program requirements, the contractor will immediately notify the Business and Workforce Development Coordinator by requesting in writing a waiver of the percentage that cannot be met. The Business and Workforce Development Coordinator or his or her designee shall meet with the applicant as necessary and issue a decision within five (5) business days, including a determination as to any retroactive liability for failure to achieve the goals for work undertaken prior to the application for such a waiver.
- 7. *Local resident selection.* It is the contractor's responsibility to meet the requirement of the local employment program. In order to satisfy the work hours and/or new hire requirements of the local employment program, contractors working under a collective bargaining agreement shall contact the appropriate local union hall to request a resident. If a resident is not available for dispatch by that union hall, the contractor shall contact the Business and Workforce Development Coordinator or his or her designee to request an available Evanston resident. The Business and Workforce Development Coordinator or his or her designee will thereafter provide the name of a resident matching the qualifications defined by the contractor to the local union

hall and that resident will be dispatched to the contractor within three (3) business days in accordance with the lawful hiring hall rules of the respective union. Failure of the Business and Workforce Development Coordinator to provide an individual shall not relieve the contractor from their responsibility to comply with the local employment program.

In order to satisfy the work hours and/or new hire requirement of the local employment program, contractors working in the absence of a collective bargaining agreement shall contact the Business and Workforce Development Coordinator or his or her designee to request an available Evanston resident from the local resident database. The Business and Workforce Development Coordinator or his or her designee will provide the name of a resident matching the qualifications identified by the contractor within three (3) business days.

8. *Reporting requirements.* The contractor shall submit reports as required by the City in order to comply with the local employment program. These reports may include weekly certified payroll records for all crafts within five (5) working days of the end of each payroll period. Additionally, the City may require a weekly or monthly summary of the information that would be obtainable from the certified payroll regarding local hire by craft. These reports, if required, must show the person-hours on a laborer and/or trade person basis and, in the case of certified payroll records, identify the address, new hires, and trade and status journeyman or apprentice of all employees on the project. All reports must have an original signature and be signed by an authorized officer of the company under penalty of perjury. The City will make a copy of all required forms available to contractors.

Nothing in the local employment program is intended to eliminate the requirement of a contractor to maintain certified payrolls or of the subcontractors to provide certified payrolls to the contractor, or for any contractor to provide certified payrolls to any party that requests them, as required under Illinois state law.

9. *Monitoring.* The Business and Workforce Development Coordinator or his or her designee will monitor compliance with the requirements of the local employment program by means including, but not limited to, desk reviews or on site monitoring. Audits of compliance may require the review of documents such as certified payrolls, canceled checks, or quarterly wage and withholding reports. Full scale investigations of noncompliance or violations will be on an as needed basis as determined by the Business and Workforce Development Coordinator.

A contractor that fails to provide requested documents or misrepresents material facts in such documents shall be deemed to be noncompliant with the local employment program.

10. *Post-award meeting.* At its discretion, the Business and Workforce Development Coordinator or his or her designee may require the contractor to attend a post-award meeting to familiarize the contractor with the local employment program requirements and to identify the individual by position

and name if available. If requested by the contractor post-award, or at any time during the project, the City shall hold such a meeting within ten (10) business days.

11. *Penalty.* If the contractor or subcontractor should fail to meet the total percentage of resident project hours for any reason, without having received a waiver as outlined in Subsection (C)5. above, the City may impose a fine up to one percent (1.0%) of the approved project price in total. Contractors or subcontractors that are out of compliance due to a resident termination or resignation, shall immediately notify the Business and Workforce Development Coordinator of this occurrence within two (2) business days. Subsequently, the contractor or subcontractor shall have five (5) additional business days to replace a terminated or resigned worker with another resident. If the contractor or subcontractor fails to make the replacement or to notify the Business and Workforce Development Coordinator of this occurrence, the offending party will also be subject to a penalty up to one percent (1.0%) of the approved project price. If the noncompliant contractor makes a good faith effort to replace the resident, the fine may be waived.

At the sole discretion of the City, a contractor or subcontractor that has violated the terms of the local employment program within a three-year period may be determined a non-responsible bidder and excluded from bidding on future projects for a period of not less than one (1) year.

At the sole discretion of the City, an employee that has been hired through the LEP may be removed from the program for a period of not less than one (1) year for failing to adhere to program guidelines or due to termination by the contractor for cause. Such termination process will be reviewed by the Business and Workforce Development Coordinator.

12. *Workforce reserve account.* The City shall establish a reserve account for the deposit of all penalty funds within the general fund. This account may be utilized for the support of the LEP and other workforce development programs as follows:
 - The MWEBE Committee shall receive a report on the balance of penalty funds as of the end of the fiscal year no later than March 31 after the close of that year.
 - The MWEBE Committee shall recommend utilization of these funds for placement in the next year's proposed budget in accordance with current LEP and workforce development program goals.
 - Both program goals and recommended expenditure of funds will be subject to approval by the City Council.

(D) *Minority, women, disadvantage, and Evanston business enterprise (M/W/D/EBE) goals.*

1. *Definitions.* For the purposes of this Subsection (D), Minority, Women, Disadvantage, and Evanston Business Enterprise (M/W/D/EBE) Goals, the following terms shall be defined as follows:

<i>DISADVANTAGE-OWNED BUSINESS ENTERPRISE or DBE.</i>	A firm must be at fifty-one percent (51%) owned by one (1) or more disadvantaged individual (socially and economically) or, in the case of a publicly-held corporation, fifty-one percent (51%) of the stock of which is owned by one (1) or more disadvantaged individual (socially and economically) whose management and daily business operations are controlled by one (1) or disadvantaged individual (socially and economically). The City Manager or his or her designee shall determine which DBE certifications shall be accepted by the City.
<i>EVANSTON-OWNED BUSINESS ENTERPRISE or EBE.</i>	An entity which is located in or has one (1) or more offices located in the City for a minimum of one (1) year and which performs a "commercially useful function." The business must be certified by the City in accordance with the provisions of Section 1-17-1(B).
<i>MINORITY-OWNED BUSINESS ENTERPRISE or MBE.</i>	A business which is at least fifty-one percent (51%) owned by one (1) or more members of one (1) or more minority groups, or, in the case of a publicly-held corporation, at least fifty-one percent (51%) of the stock of which is owned by one (1) or more members of one (1) or more minority groups, whose management and daily operations are controlled by one (1) or more members of one (1) or more minority groups. The City Manager or his or her designee shall determine which MBE certifications shall be accepted by the City.
<i>M/W/D/EBE GOALS.</i>	The City of Evanston establishes the goal of awarding not less than twenty-five percent (25%) of its contract awards to MBE, WBE, DBE and EBE businesses. The City of Evanston establishes the goal of awarding not less than three percent (3%) utilization of EBEs in its contract awards. The provisions of this Section shall be implemented by the City Manager or his or her designee. The provisions of this Section do not guarantee contract participation.
<i>WOMEN-OWNED BUSINESS ENTERPRISE or WBE.</i>	A business which is at least fifty-one percent (51%) owned by one (1) or more women, or, in the case of a publicly-held corporation, fifty-one percent (51%) of the stock of which is owned by one (1) or more women, whose management and daily business operations are controlled by one (1) or more women. The City Manager or his or her designee shall determine which WBE certifications shall be accepted by the City.

2. A minority-owned business enterprise ("MBE"), women-owned business enterprise ("WBE"), or disadvantage-business enterprise ("DBE") (collectively, "M/W/D/BE") must perform a "commercially useful function."
 - a. A M/W/D/BE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the M/W/D/BE

must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an M/W/D/BE is performing a commercially useful function, the City will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the M/W/D/BE credit claimed for its performance of the work and other relevant factors.

- b. A M/W/D/BE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of M/W/D/BE participation. In determining whether a M/W/D/BE is such an extra participant, the City will examine similar transactions, particularly those in which M/W/D/BE's do not participate.
 - c. If a M/W/D/BE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the M/W/D/BE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, then it is not performing a commercially useful function.
 - d. When an M/W/D/BE is presumed not to be performing a commercially useful function as provided in Subsection (D)(2)(c) of this Section, the M/W/D/BE may present evidence to rebut this presumption. The City may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
3. Businesses that maintain a distribution warehouse or manufacturing operation will receive M/W/D/BE credit of sixty percent (60%). Those that do not maintain a distribution warehouse or manufacturing operation will be considered a broker and receive a five (5) percent credit.
 4. Eligibility as a M/W/D/BE will be periodically reviewed and may be revoked at any time if the entity no longer meets the above requirements.

(E) (F) Contractor Debarment, Suspension, and Prohibited Contracts.

1. *Definitions.* For the purposes of this Subsection, the following definitions apply:

<i>CITY MANAGER.</i>	The City of Evanston City Manager or his/her designee.
<i>CONTRACTOR.</i>	A person, partnership, corporation, or other entity that has contracted with, or is seeking to contract with, the City to construct a public improvement, to provide goods to, or perform services for or on behalf of the City. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of ten percent (10%) or more in a contractor, subcontractor, or vendor.
<i>DEBARMENT.</i>	An action taken by the City which results in a contractor being prohibited from bidding or proposing on, being awarded or performing work on a contract with the City. A contractor who has been determined by the City to be subject to such a prohibition is debarred.

2. *Effect of Debarment or Suspension.* A debarred or suspended contractor is prohibited from bidding or proposing or being awarded or performing work on a contract with the City during the period of debarment or suspension.
3. *Debarment or Suspension.* The City Manager is authorized to debar or suspend a contractor for just cause. The period of debarment or suspension will be determined by the City Manager in consultation with the Corporation Counsel, on a case by case basis. Debarment or suspension may be lifted for good cause shown. Reasons for debarment or suspension include, but are not limited to, the following:
- a. Commission of fraud or a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such a contract or subcontract;
 - b. Conviction or indictment under a State or Federal statute of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a vendor or contractor;
 - c. Conviction or indictment under a State or Federal antitrust statute;
 - d. A finding by a State or Federal agency with statutory authority to adjudicate civil rights violations, or by a judge or jury in a State or Federal

- court of competent jurisdiction, that the vendor or contractor has violated State or Federal civil rights statutes in its hiring or business practices;
- e. Failure or default without good cause to perform in accordance with the terms of any contract and the associated supporting documents or unsatisfactory performance of any contract and the associated supporting documents with the City;
 - f. Disqualification or rejection of a bid by the vendor on three (3) or more occasions within a three (3) year period;
 - g. Commission of an act or omission indicating a lack of business integrity or business honesty;
 - h. Debarment, disqualification or suspension by another government entity for any reason; or
 - i. Any Federal or State funding that, by law, rule, or regulation, precludes the City from paying a contractor from those funding.
4. *Procedure.* Before a contractor is debarred or suspended, written notice of debarment or suspension must be provided to that contractor. Such notice must apprise the contractor of the reasons for the debarment or suspension and must inform the contractor of the right to be heard before the City Manager. The City Manager must grant a reasonable opportunity for the debarred or suspended contractor to be heard on the issue of said disbarment or suspension, if the contractor submits a request in writing within seven (7) calendar days of the mailing of the written notice. The City Manager will make a final determination after consulting with Corporation Counsel.
5. *Assignment of Contracts.* No contract will be assigned or sublet by the successful bidder without the consent of the City Manager.
6. *Prohibited Bidders and Contractors.*
- a. Unless otherwise provided, no contractor will bid or enter into a contract or subcontract under this Subsection if the business or any officer, director, partner, or other managerial agent of the business 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 for a period of five (5) years from the date of conviction.
 - b. Every bid submitted to and contract executed by the City and every subcontractor will contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the City Manager will declare the related contract void if any of the certificates completed pursuant to this Subsection (b) are false.
7. *Debt Delinquency.*

- a. No person will submit a bid for or enter into a contract or subcontract under this Section if that person knows or should know that they or any affiliate is delinquent in the payment of any debt to the City, unless the person or affiliate has entered into a deferred payment plan to pay off the debt.
 - b. Every bid submitted to and contract executed by the City and every subcontract will contain a certification by the bidder, contractor, or subcontractor, respectively, that the contractor or the subcontractor and its affiliate is not barred from being awarded a contract or subcontract under this Section and acknowledges that the City Manager may declare the related contract void if any of the certifications completed pursuant to this Subsection (b) are false.
8. *Voidable Contracts.*
- a. If any contract or amendment is entered into or purchase or expenditure of funds is made at any time in violation of this Subsection or any other law, the contract or amendment may be declared void by the City Manager or may be ratified and affirmed, provided the City Manager determines that ratification is in the best interests of the City. If the contract is ratified and affirmed, it will be without prejudice to the City's rights to any appropriate damages.
 - b. If, during the term of a contract, the City Manager determines that the contractor is delinquent in the payment of debt as set forth in Subsection 1-17-1(E)(7), the City Manager, or his/her designee, may declare the contract void if he/she determines that voiding the contract is in the best interests of the City.
 - c. If, during the term of a contract, the City Manager determines that the contractor is in violation of Subsection 1-17-1(E)(6), the City Manager will declare the contract void.
 - d. If, during the term of a contract, the contracting agency learns from an annual certification or otherwise determines that the contractor no longer qualifies to enter into City contracts under this Section, the City Manager may declare the contract void if he/she determines that voiding the contract is in the best interests of the City.



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Interra File No. 10088
11/14/2025

Capital Planning & Engineering
Public Works Agency
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

PAVEMENT CORE REPORT

2026 MFT Street Resurfacing Projects
City of Evanston, Cook County, Illinois

Interra, Inc. (INTERRA) is pleased to submit this summary report on pavement composition and condition for various projects in the City of Evanston (CLIENT) in Cook County, Illinois.

Scope of Work

The scope of work consisted of locating and coring a total of eighteen (18) full depth pavement cores, measuring the thickness of various layers, and providing photographic documentation.

Pavement cores were obtained at Pavement cores were also collected from Custer Avenue, Dobson Street, Elmwood Avenue, Harrison Street, Haven Street, Jenks Street, and McDaniel Avenue for 2026 MFT Street Resurfacing Projects.

Field Investigation and Laboratory Testing

The fieldwork consisted of locating and obtaining full depth pavement cores eighteen (18) locations. Pavement core locations were selected based on general guidelines provided by City

of Evanston. The approximate location of the cores is presented on the attached Pavement Core Location Maps in Appendix A. All cores were taken between 3 and 8 feet from the curb at the addresses indicated in Table 1 – Pavement Core Thickness Summary, in Appendix A of this report. The core locations were marked in the field by INTERRA. Prior to coring, the coring sub-contractor cleared the underground utilities by contacting the local one-call utility clearance service (JULIE). INTERRA posted “No Parking” signs (where necessary) a minimum of 48 hours before scheduled coring. During the coring operations, traffic control and protection was provided by our sub-contractor.

All cores were nominal 4 inches in diameter and extended to the full depth of pavement. After recovering the core, a 2-foot long split spoon sampler was advanced below the pavement to identify subgrade material. Preliminary documentation of the pavement cores was performed in the field by our geologist before securing and transporting the cores to the laboratory for further examination and documentation. After completion of coring, backfill and patching was performed by the coring sub-contractor using non-shrink cement grout. Pavement cores and subbase material were examined by a qualified materials lab technician and the thickness, composition and type of materials (such as Asphalt and concrete) was identified and noted for each core. In addition, subbase materials were also identified whenever possible. Details including photographs are presented in the core logs. Thicknesses are rounded to the nearest one-quarter inch.

Summary of Findings

The thickness of the Asphalt layer varied between 2.25 inches and 12.75 inches with an average thickness of 5.75 inches. The total pavement thickness varied between 2.25 inches and 14.5 inches with an average of 7.75 inches. HMA was underlain by concrete base at five locations, with thicknesses ranging from 6.5 inches to 10.75 inches, and an average of 8 inches. Brick was identified in the pavement core borehole at Leonard-PC-01 (3.75 inches). Crushed aggregate base was noted in 15 out of 18 locations and the thickness varied between 2 inches and 9 inches.

The thicknesses of various layers of the cores were measured in INTERRA's laboratory and the information is presented in Table 1 – Pavement Core Thickness Summary, in Appendix A. Location maps and photographs of the pavement cores are also included in Appendix A of this report.

We appreciate the opportunity to be of service to you. Please feel free to contact us if you have any questions.

Very truly yours,

Interra, Inc.



Ashok Guntaka, EI
Project Manager



Anshuman S. Balekai, PE
Principal Engineer

Appendix A

Table 1 – Pavement Core Thickness Summary

Pavement Core Location Maps

Pavement Core Photo Logs

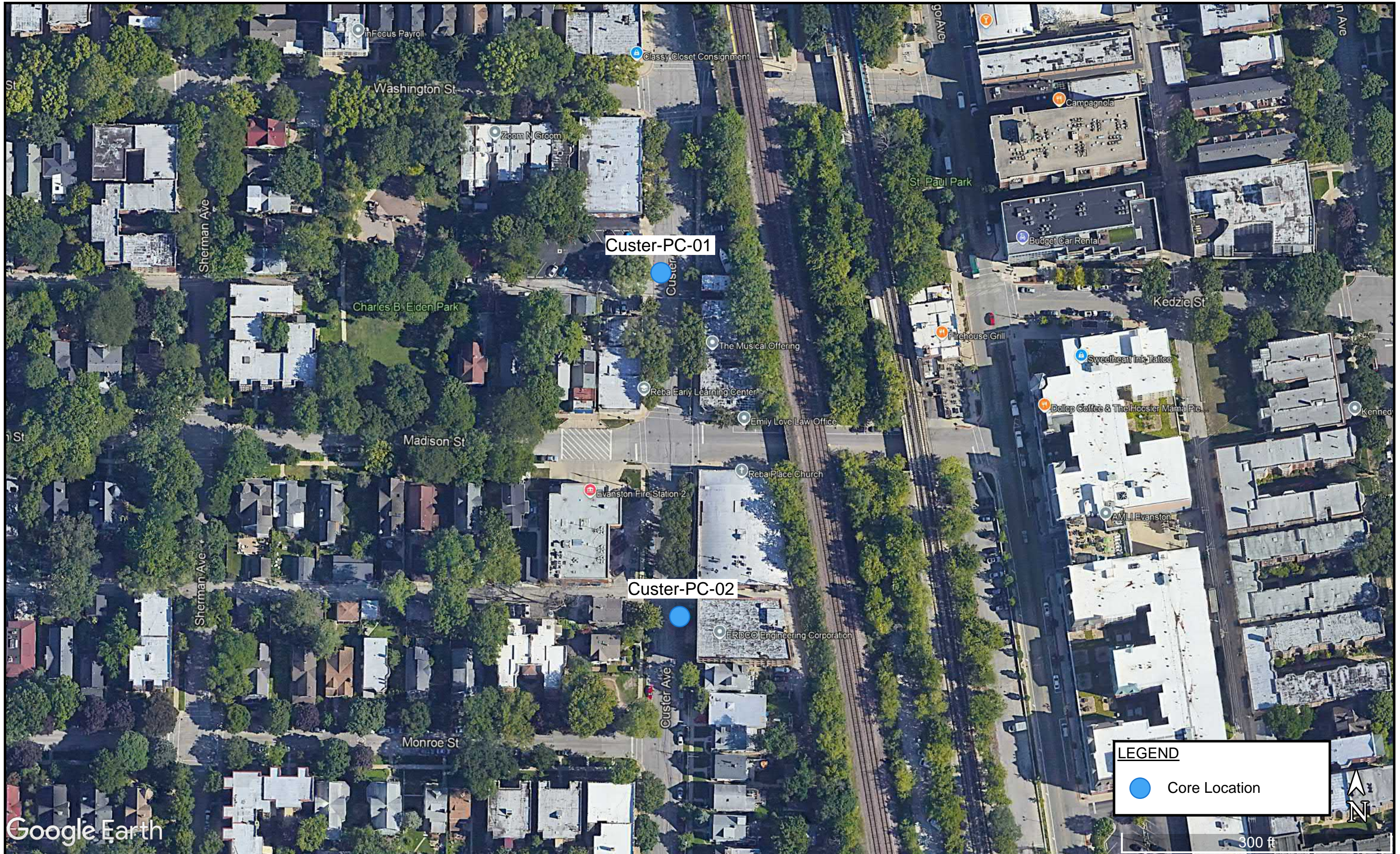


Table 1 - PAVEMENT CORE THICKNESS SUMMARY

File No : 10088	Evanston Geotech & Environmental - 2025
County : Cook	Field Technician : Paul Sponaugle
Section: Various	Cores Taken on : 10/14/2025, 10/15/2025, 10/16/2025, and 10/17/2025

Core No.	Project Type	Location (nearest address)	Total Hot Mix Asphalt (HMA) Thickness (nearest 1/4 inch)	Total Concrete Base (PCC) Thickness (nearest 1/4 inch)	Total Pavement Thickness (nearest 1/4 inch)	Total Subbase (nearest 1 inch)
Chicago-PC-01	2026 Water Main Improvements	817 Chicago (NB)	5.00	8.00	13.00	7
Croft-PC-01	2026 Water Main Improvements	1201 Croft (NB)	2.25	0.00	2.25	7 (Incl's ~3.5" concrete and/or native gravel)
Garrett-PC-01	2026 Water Main Improvements	625 Garrett (WB)	2.25	0.00	2.25	4
Grey-PC-01	2026 Water Main Improvements	217 Grey (NB)	3.00	6.75	9.75	0
Isabella-PC-01	2026 Water Main Improvements	2000 Isabella (EB)	5.25	0.00	5.25	3
Isabella-PC-02	2026 Water Main Improvements	100 Woodbine AVE (EB)	3.50	6.50	10.00	3
Leonard-PC-01	2026 Water Main Improvements	1133 Leonard (EB)	4.25	0.00	4.25	8 (Incl's 3.75" brick paver)
Marcy-PC-01	2026 Water Main Improvements	2743 Marcy (SB)	0.00	7.75	7.75	0
Seward-PC-01	2026 Water Main Improvements	2127 Seward (WB)	10.00	0.00	10.00	0
Seward-PC-02	2026 Water Main Improvements	2007 Seward (WB)	12.75	0.00	12.75	2
Custer-PC-01	2026 MFT Street Resurfacing	751 Custer (SB)	10.50	0.00	10.50	4
Custer-PC-02	2026 MFT Street Resurfacing	721 Custer (NB)	11.00	0.00	11.00	3
Dobson-PC-01	2026 MFT Street Resurfacing	1017 Dobson (EB)	2.25	0.00	2.25	3
Elmwood-PC-01	2026 MFT Street Resurfacing	1321 Elmwood (NB)	3.75	0.00	3.75	7 (Incl's ~3.5" concrete and/or native gravel)
Harrison-PC-01	2026 MFT Street Resurfacing	4035 Harrison (WB)	3.75	10.75	14.50	6
Haven-PC-01	2026 MFT Street Resurfacing	625 Haven (EB)	3.25	0.00	3.25	6
Jenks-PC-01	2026 MFT Street Resurfacing	2215 Jenks (WB)	3.25	0.00	3.25	9 (Incl's ~3" concrete and/or native gravel)
McDaniel-PC-01	2026 MFT Street Resurfacing	1325 McDaniel (SB)	12.75	0.00	12.75	3

* Refer to attached photo logs for details.
All pavement cores were taken between 3 and 8 feet from edge of road/curb at the above referenced addresses.



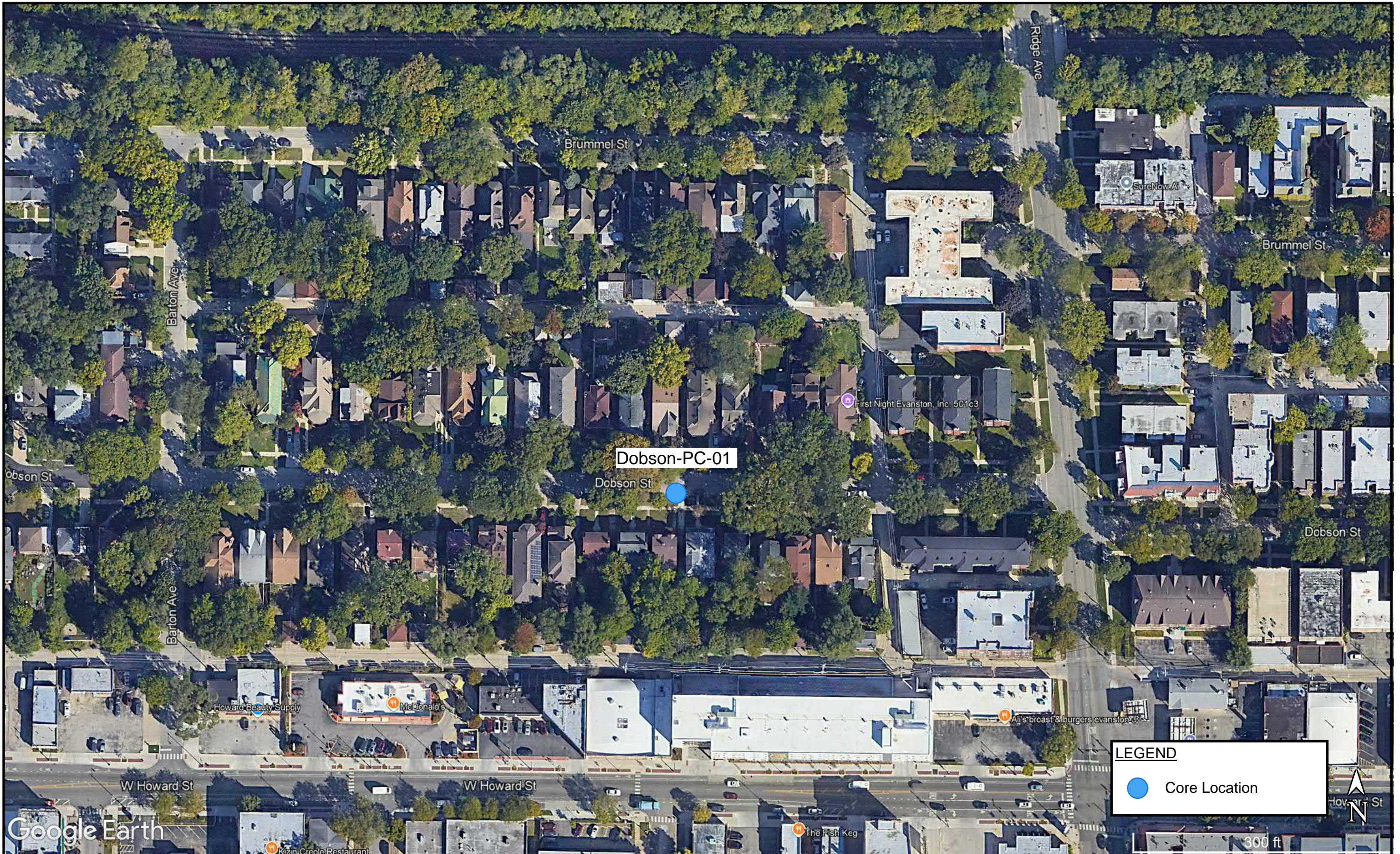
Google Earth



PROJECT: Evanston Geotech & Environmental - 2025
 INTERRA File: 10088
 DATE DRILLED: 10/16/2025

Custer Avenue from Monroe Street to Washington Street
 Pavement Core Location Plan

SHEET 3 of 15

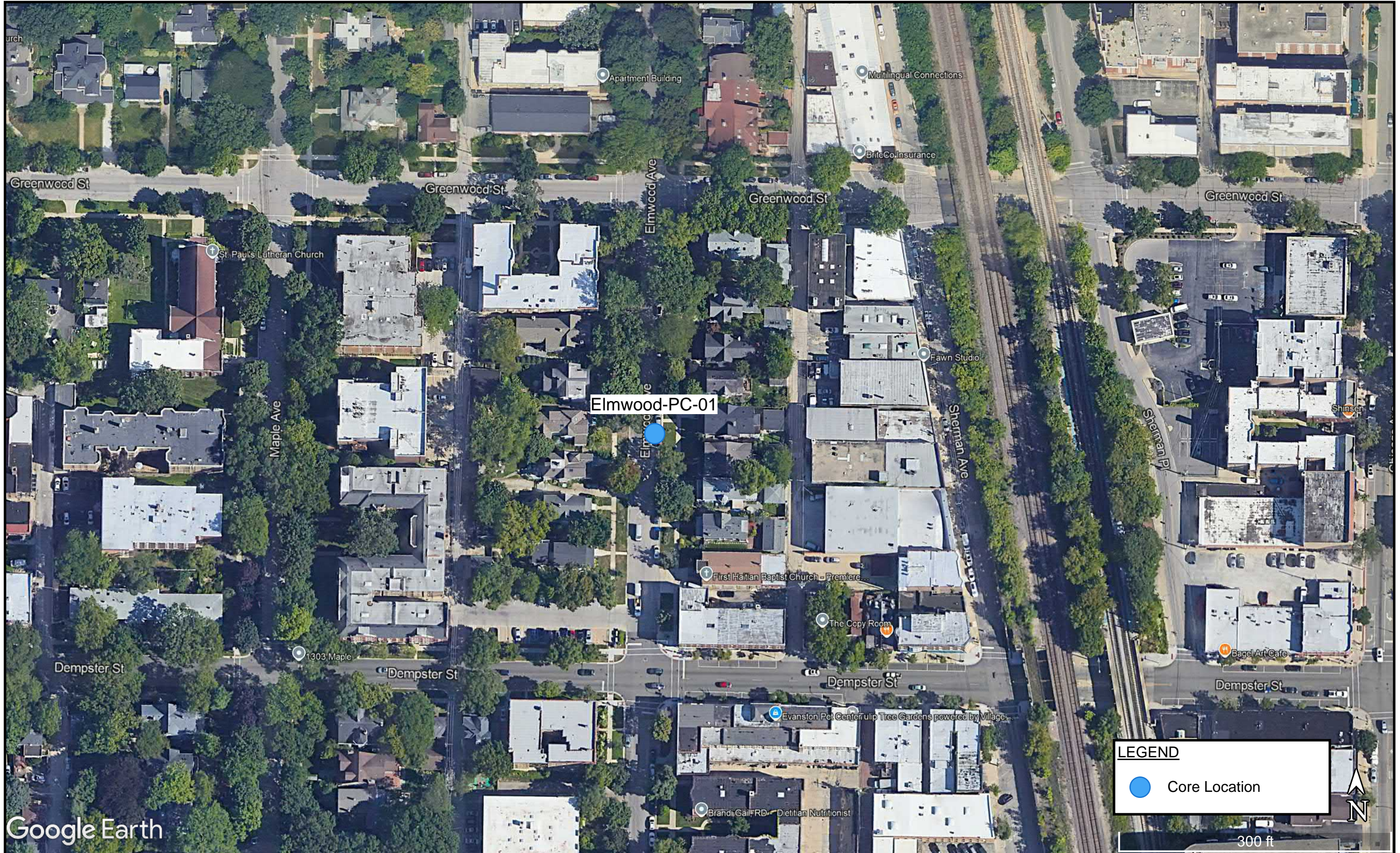


Dobson-PC-01

LEGEND

- Core Location

Google Earth



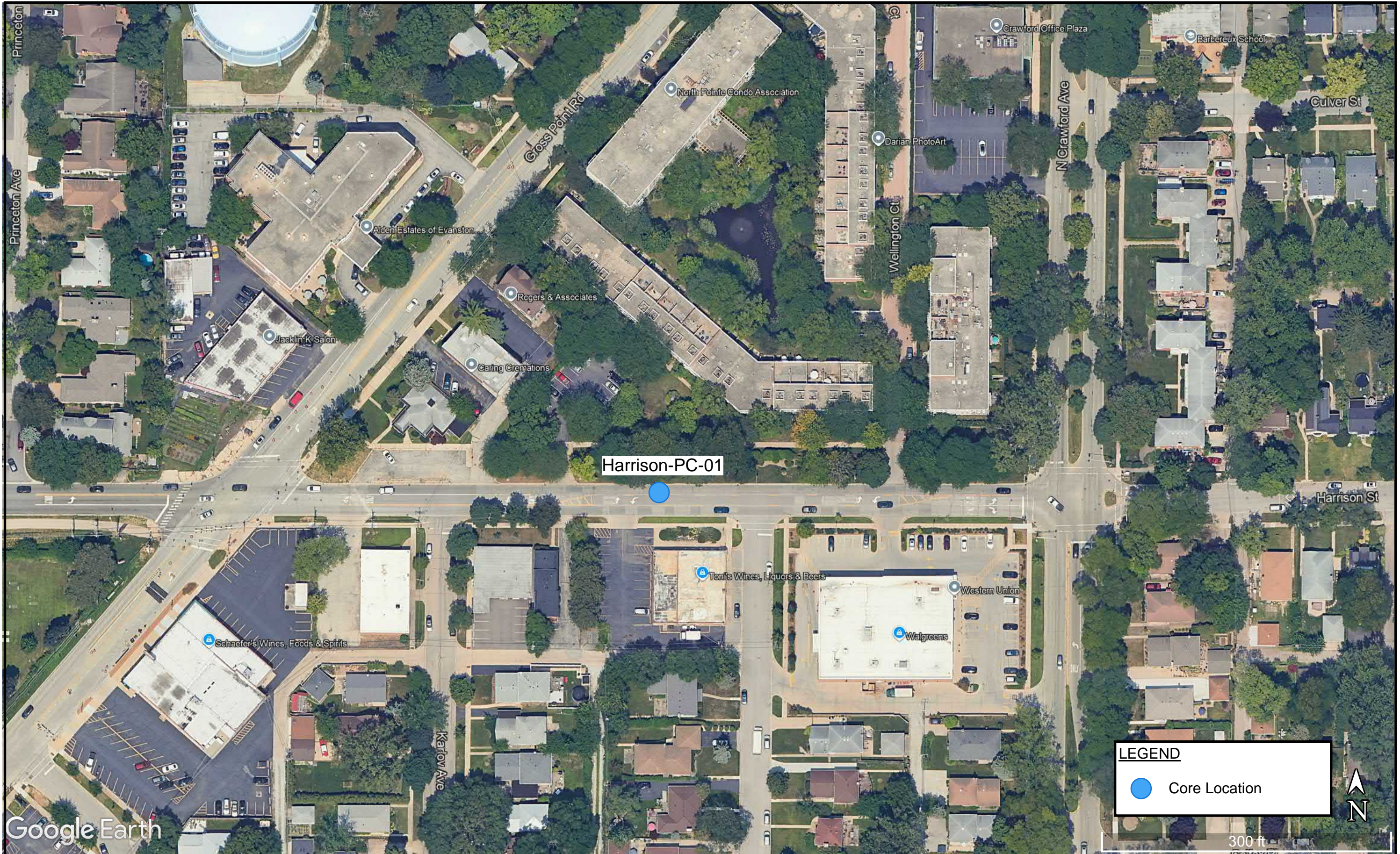
Google Earth



PROJECT: Evanston Geotech & Environmental - 2025
 INTERRA File: 10088
 DATE DRILLED: 10/17/2025

Elmwood Avenue from Dempster Street to Greenwood Street
 Pavement Core Location Plan

SHEET 5 of 15



Google Earth



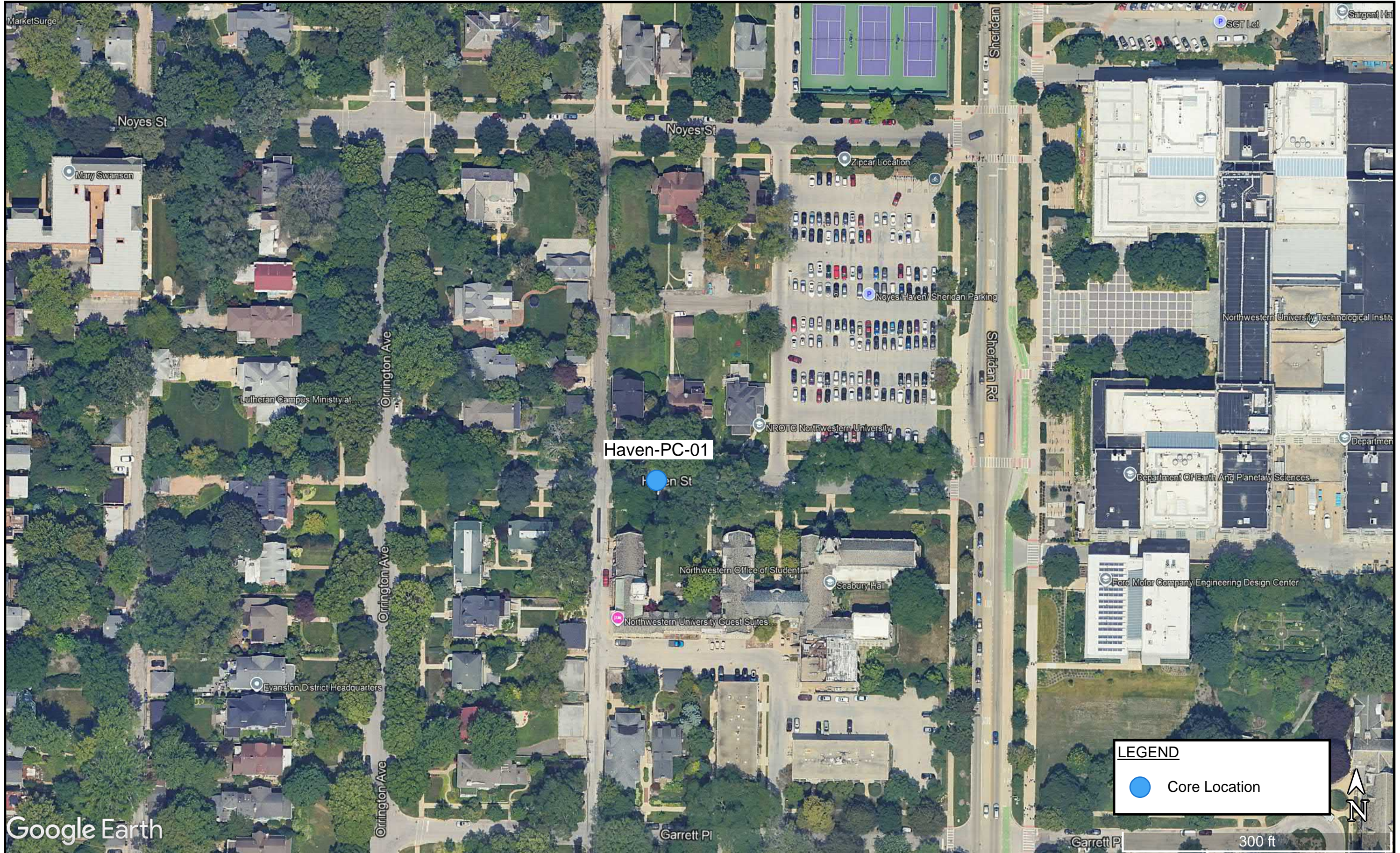
PROJECT: Evanston Geotech & Environmental - 2025

INTERRA File: 10088

DATE DRILLED: 10/14/2025

Harrison Street from Gross Point Road to Crawford Avenue
Pavement Core Location Plan

SHEET 8 of 15



Google Earth

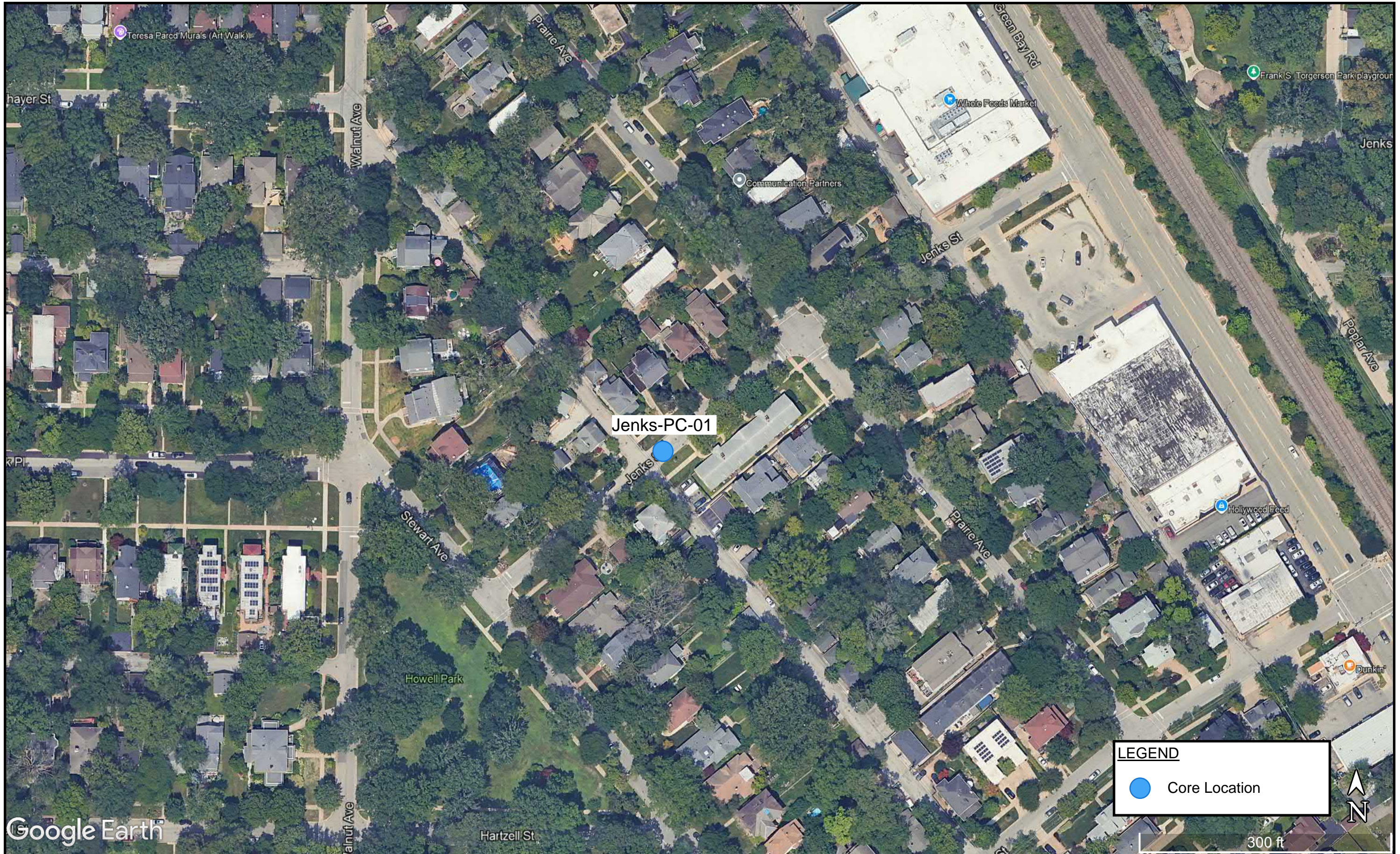
Haven-PC-01

LEGEND

- Core Location



300 ft



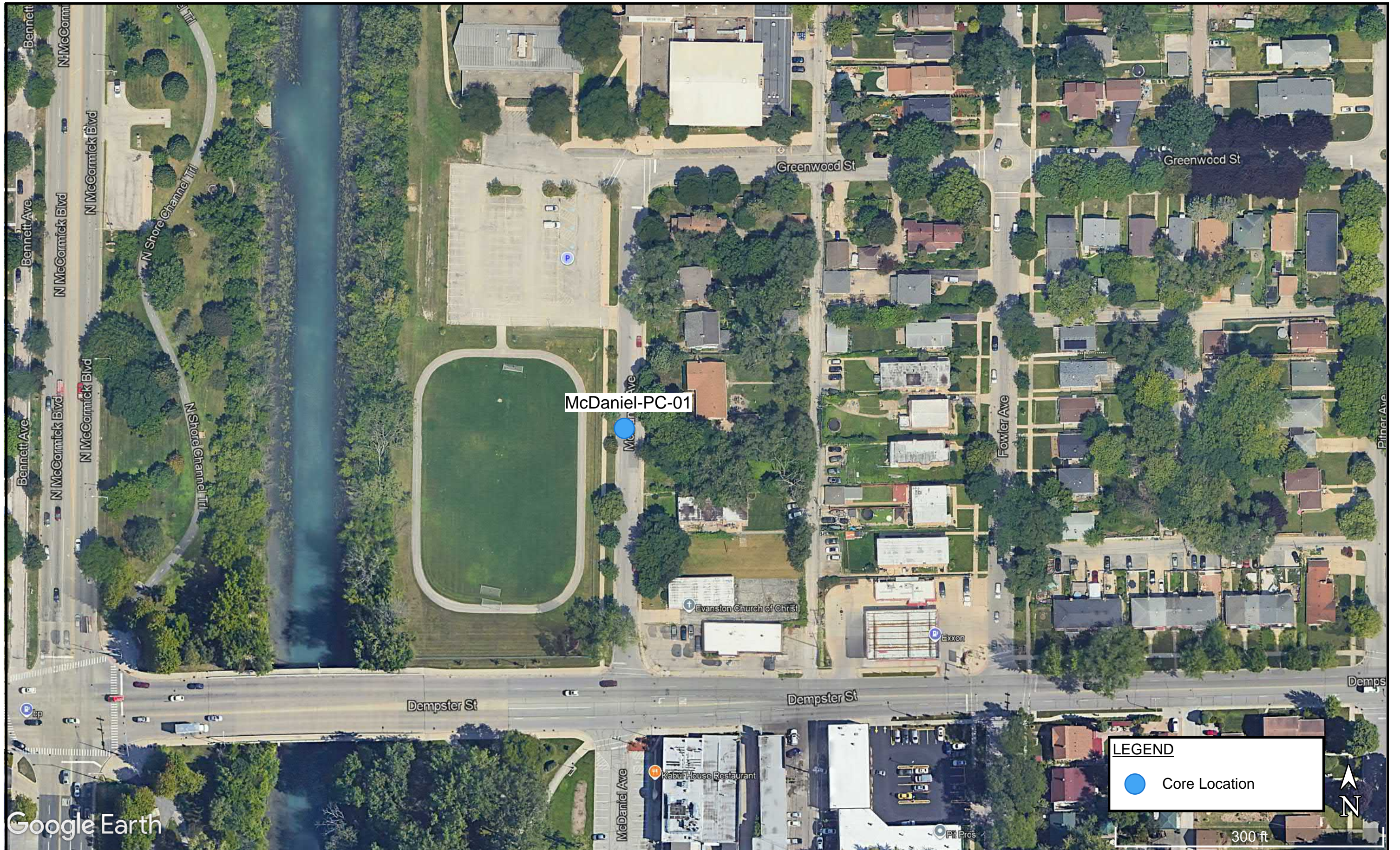
Google Earth



PROJECT: Evanston Geotech & Environmental - 2025
 INTERRA File: 10088
 DATE DRILLED: 10/14/2025

Jenks Street from Stewart Avenue to Prairie Avenue
 Pavement Core Location Plan

SHEET 11 of 15



Google Earth



PROJECT: Evanston Geotech & Environmental - 2025

INTERRA File: 10088

DATE DRILLED: 10/17/2025

McDaniel Avenue from Dempster Street to Greenwood Street
Pavement Core Location Plan

SHEET 14 of 15

File No.:	10088	Project Name:	2026 Various Water Main Improvements and MFT Street Resurfacing Projects				
Client:	City of Evanston						
Core No.:	Custer-PC-01	Date Cored:	10/16/25	Cored By:	Geocon	Measured By:	Sponaugle
Core Location:	Custer Ave. from Monroe St. to Washington St. - 751 Custer (SB)						
Easting:	1161655.7	Northing:	1955006.3	Elevation:	598.2		
Core Diameter (in):	3.75	Core Height (in):	10.50	Notes:			

Tack Coat



Asphalt Surface - 0.5"

Asphalt Surface - 1.75"

Asphalt Binder - 5.75"

Asphalt Surface - 2.5"

Subbase - Subgrade:

Subbase Thickness: 4" crushed aggregate
Subgrade Material: black fine sand

File No.:	10088	Project Name:	2026 Various Water Main Improvements and MFT Street Resurfacing Projects				
Client:	City of Evanston						
Core No.	Custer-PC-02	Date Cored:	10/16/25	Cored By:	Geocon	Measured By:	Sponaugle
Core Location:	Custer Ave. from Monroe St. to Washington St. - 721 Custer (NB)						
Easting:	1161678.6	Northing:	1954625.6	Elevation:	597.9		
Core Diameter (in):	3.75	Core Height (in):	11.00	Notes:			



Asphalt Surface - 1.75"

Sand Level Binder - 0.75"

Asphalt Binder - 5.75"

Asphalt Surface - 2.75"

Subbase - Subgrade:

Subbase Thickness: 3" crushed aggregate
Subgrade Material: dark gray fine sand

File No.:	10088	Project Name:	2026 Various Water Main Improvements and MFT Street Resurfacing Projects				
Client:	City of Evanston						
Core No.	Dobson-PC-01	Date Cored:	10/17/25	Cored By:	Geocon	Measured By:	Sponaugle
Core Location:	Dobson St. from Barton Ave. to Ridge Ave. - 1017 Dobson (EB)						
Easting:	1160024.3	Northing:	1950710.7	Elevation:	610.6		
Core Diameter (in):	3.75	Core Height (in):	2.25"	Notes:			



Asphalt Surface - 2.25"

Subbase - Subgrade:

Subbase Thickness: 3" gravel fill

Subgrade Material: fine yellowish brown sand

All measurements are average.

File No.:	10088	Project Name:	2026 Various Water Main Improvements and MFT Street Resurfacing Projects				
Client:	City of Evanston						
Core No.	Elmwood-PC-01	Date Cored:	10/17/25	Cored By:	Geocon	Measured By:	Sponaugle
Core Location:	Elmwood Ave. from Dempster St. to Greenwood St. - 1321 Elmwood (NB)						
Easting:	1160753.3	Northing:	1958549.2	Elevation:	599.1		
Core Diameter (in):	3.75	Core Height (in):	3.75	Notes:			

Separation/Debonding



Asphalt Surface - 1.75"

Asphalt Binder - 1.0"

Weathered Asphalt Surface - 1.0"

Concrete and/or Natural Gravel - ~3.5"
(as measured in core hole)

Subbase - Subgrade:

Subbase Thickness: 3" crushed aggregate
Subgrade Material: brown fine sand

File No.:	10088	Project Name:	2026 Various Water Main Improvements and MFT Street Resurfacing Projects				
Client:	City of Evanston						
Core No.	Harrison-PC-01	Date Cored:	10/14/25	Cored By:	Geocon	Measured By:	Sponaugle
Core Location:	Harrison St. from Gross Point Rd. to Crawford Ave. - 4035 Harrison (WB)						
Easting:	1148367.1	Northing:	1965949.3	Elevation:	630.3		
Core Diameter (in):	3.75	Core Height (in):	14.50	Notes:			

Separation/Debonding



Asphalt Surface - 3.75"

Concrete - 10.75

Subbase - Subgrade:

Subbase Thickness: 6" crushed aggregate

Subgrade Material: grayish brown coarse to fine sandy loam

All measurements are average.

File No.:	10088	Project Name:	2026 Various Water Main Improvements and MFT Street Resurfacing Projects				
Client:	City of Evanston						
Core No.	Haven-PC-01	Date Cored:	10/15/25	Cored By:	Geocon	Measured By:	Sponaugle
Core Location:	Haven St. from Orrington Ave. to Sheridan Rd. - 625 Haven (EB)						
Easting:	1162071.0	Northing:	1964160.3	Elevation:	594.5		
Core Diameter (in):	3.75	Core Height (in):	3.25	Notes:			



Asphalt Surface - 3.25"

Subbase - Subgrade:

Subbase Thickness: 6" crushed aggregate
Subgrade Material: 4" dark gray silty clay

All measurements are average.

File No.:	10088	Project Name:	2026 Various Water Main Improvements and MFT Street Resurfacing Projects				
Client:	City of Evanston						
Core No.:	Jenks-PC-01	Date Cored:	10/14/25	Cored By:	Geocon	Measured By:	Sponaugle
Core Location:	Jenks St. from Stewart Ave. to Prairie Ave. - 2215 Jenks (WB)						
Easting:	1155275.8	Northing:	1967530.7	Elevation:	606.6		
Core Diameter (in):	3.75	Core Height (in):	3.25	Notes:			

Tack Coat



Asphalt Surface - 1.5"

Sand Level Binder - 1.75"

Concrete and/or Natural Gravel - ~3"
(as measured in core hole)

Subbase - Subgrade:

Subbase Thickness: 6" crushed aggregate
Subgrade Material: brown sandy clay loam

All measurements are average.

File No.:	10088	Project Name:	2026 Various Water Main Improvements and MFT Street Resurfacing Projects				
Client:	City of Evanston						
Core No.	McDaniel-PC-01	Date Cored:	10/17/25	Cored By:	Geocon	Measured By:	Sponaugle
Core Location:	McDaniel Ave. from Dempster St. to Greenwood St. - 1325 McDaniel (SB)						
Easting:	1153987.8	Northing:	1958444.2	Elevation:	596.0		
Core Diameter (in):	3.75	Core Height (in):	12.75	Notes:			



Asphalt Surface - 2.75"

Asphalt Binder - 10.0"

Subbase - Subgrade:

Subbase Thickness: 3" crushed aggregate
Subgrade Material: brown silty clay