CITY OF EVANSTON

SPECIFICATIONS AND BID DOCUMENTS
Construction Bid with Subcontractors

BID NUMBER: 20-16

For

2020 50/50 Sidewalk Replacement Project

February 27, 2020

BID OPENING
TIME, DATE, PLACE: 2:00 P.M., Tuesday, March 24, 2020, Room 2404,
Lorraine H. Morton Civic Center,
2100 Ridge Avenue, Evanston Illinois 60201

NON-MANDATORY
PRE-BID MEETING
10:00 A.M., Wednesday, March 4, 2020,
Room 2402,
Lorraine H. Morton Civic Center,
2100 Ridge Avenue,
Evanston, Illinois 60201

BID BOND: 5% of Contract Amount

PERFORMANCE/MATERIAL
& LABOR PAYMENT BOND: 110% of Contract Amount

CONTRACT PERIOD: See Contract Specifications

SEALED BIDS TO BE RETURNED TO:
CITY OF EVANSTON
PURCHASING DIVISION, ROOM 4200,
LORRAINE H. MORTON CIVIC CENTER
2100 RIDGE AVENUE, EVANSTON, IL 60201
Phone: 847/866-2935 * Fax: 847/448-8128

Revised 1-15
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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)*
NOTICE TO BIDDERS

Sealed bids will be received by the City’s Purchasing Office in Room 4200 of the Lorraine H. Morton Civic Center located at 2100 Ridge Avenue, Evanston, Illinois 60201, until 2:00 P.M. local time Tuesday, March 24, 2020 and will be publicly read thereafter in room 2404. Bids shall cover the following:

**2020 50/50 Sidewalk Replacement Project**
**Bid Number: 20-16**

Work on this project includes all materials, labor, equipment, and services for removal, regrading, replacement, and/or installation of sidewalk, parkway and curb at various locations in the City of Evanston. Bidders must be prequalified by the Illinois Department of Transportation (IDOT) and present an IDOT issued “Certificate of Eligibility” with the bid proposal.

A non-mandatory pre-bid meeting will be held at the Lorraine H. Morton Civic Center, 2100 Ridge Ave., Evanston, IL 60201 at 10:00 A.M. Wednesday March 4, 2020, in room 2402. The above item shall conform to the Invitation for Bids on file in the Purchasing Office. The bid document, including all necessary plans and specifications, will be available in the Purchasing Office on Thursday, February 27, 2020. Parties interested in submitting a bid should contact the Purchasing Office to receive a copy of the bid or see the City’s website at: [www.cityofevanston.org/business/bids-proposals/](http://www.cityofevanston.org/business/bids-proposals/) or Demandstar at: [www.demandstar.com](http://www.demandstar.com).

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

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

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

Linda Thomas
Purchasing Specialist
INSTRUCTIONS TO BIDDERS/REQUIREMENTS FOR BIDDING
(CONTRACTS OVER $20,000)

1. **ON-LINE NOTIFICATION OF SOLICITATIONS**
   The City is utilizing Demandstar.com ([www.demandstar.com](http://www.demandstar.com)) for on-line notification purposes only for sealed bids when it is anticipated that the amount of the resulting contract will be in excess of its formal bid limit of $20,000, 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. All bids will be received in The City of Evanston Purchasing Office, Room 4200, Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston, IL 60201. Cut out and tape label included in this bid package as Exhibit O (BID/Proposal Submittal Label). All submittals are to be placed in a sealed opaque envelope addressed to: The City of Evanston Purchasing Office, Room 4200, Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston, Illinois 60201; clearly marked on the OUTSIDE with the following:
   - Bid name and number
   - Name and address of Firm
   - Date and time of Bid deadline

   B. **NOTE:** Purchasing will accept bid responses in one of two formats:
   1. Three (3) copies of the bid information, as well as any other information required in the solicitation document, must be submitted on the forms provided with all blank spaces for bid prices filled in ink or typewritten and containing all required information. Each copy must contain the same information (except one set must have original signatures and stamps).
   2. An electronic PDF response on a USB drive (along with any paper bid bonds as required) may be submitted in lieu of paper copies.

   C. ANY BIDS RECEIVED AFTER THE TIME AND DATE SPECIFIED FOR THE RECEIPT OF BIDS WILL BE RETURNED TO THE BIDDER UNOPENED. It is the sole responsibility of the Bidder to insure that his or her bid is delivered by the stated bid opening time. Mailed bids which are delivered after the specified hour will not be accepted regardless of post marked time on the envelope. THE CITY IS NOT RESPONSIBLE FOR MISDIRECTED PACKAGES.

   D. Bids will be publicly opened on the date and time specified for the receipt of bids in designated room of the Lorraine H. Morton Civic Center in Evanston, Illinois.

   E. 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.

   F. No bids will be received via the internet.
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. Within 20 days after the bid date 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 E9998-1750-07.

C. The City's federal tax ID number is 36-6005870.

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

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

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

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

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

B. The contractor warrants all equipment furnished to be in acceptable condition, and to operate satisfactorily for a period of one (1) year from delivery of, or the completion of installation, whichever is latest, unless stated otherwise in the specifications, and that if a defect in workmanship and/or quality of materials are evidenced in this period, the Seller shall remit full credit, replace, or repair at City's discretion immediately, such equipment and/or parts that are defective at no additional cost to the City.
C. The contractor warrants to the City that each item furnished hereunder, and any component part thereof, will be new and in conformity with the specifications in all respects, unless otherwise specified, and is of the best quality of its respective kind, free from faulty workmanship, materials, or design, and installed sufficiently to fulfill any operating conditions specified by the City.

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

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

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

32. INDEMNIFICATION
A. The awarded Bidder/Contractor shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney’s fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Contractor or Contractor's subcontractors, employees, agents or subcontractors 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 subcontractors’ work. Acceptance of the work by the City will not relieve the Contractor of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom.

F. All provisions of this Section 32 shall survive completion, expiration, or termination of this Agreement.

33. DEFAULT

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

34. GOVERNING LAW

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

35. EQUAL EMPLOYMENT OPPORTUNITY

A. In the event of the contractor’s noncompliance with any provision of the Illinois Human Rights Act or Section 1-12-5 of the Evanston City Code, the contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the City of Evanston, and the contract may be canceled or voided.
in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by Statute or regulation.

B. During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, or age or physical or mental handicap that does not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization. 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

7. That it will include verbatim or by reference the provisions of subsections (A) through (G) of this clause in every performance subcontract 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 subcontractor; and that it will also include the provisions of subsections (A), (E), (F), and (G) in every supply subcontract 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 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 Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Fair Employment Practices Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

37. LOCAL EMPLOYMENT PROGRAM REQUIREMENTS
In an effort to increase hiring of economically disadvantaged Evanston residents on certain City construction projects, the contractor shall comply with the provisions of the City of Evanston’s Local Employment Program Ordinance (LEP) set forth in Section 1-17-1 (C) of the Evanston City Code. The intent of the LEP is to have Evanston residents employed at the construction site as laborers, apprentices and journeymen in such trades as electrical, HVAC, carpenters, masonry, concrete finishers, truck drivers and other construction occupations necessary for the project. Any questions regarding LEP compliance should be submitted in writing to Sharon A. Johnson, Business Workforce Compliance Coordinator at shjohnson@cityofevanston.org or Tammi Nunez Purchasing Manager at tnunez@cityofevanston.org.
NOTE: CITY OF EVANSTON ORDINANCE 60-O-14 AMENDMENT LOCAL EMPLOYMENT PROGRAM (LEP) available on the City website at: Ordinance 60-O-14 Amendment LEP

38. Questions
39. All questions related to this bid document should be submitted in writing to Linda Thomas, Purchasing Specialist at lithomas@cityofevanston.org with a copy to Hank Daniels, Project Management Supervisor at hdaniels@cityofevanston.org. Only inquiries received a minimum of five (7) working days prior to the date set for the opening of bids, will be given any consideration.

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

40. AFFIRMATIVE ACTION IN SUB-CONTRACTING (EXCERPT FROM RESOLUTION 59-R-73)
“Contractor agrees that he shall actively solicit bids for the subcontracting 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 subcontracts to said minority bidders on the basis of substantially equal bids in the light most favorable to said minority businesses. Contractor further affirms that in obtaining his performance and bid bonds, he will seek out and use companies who have records of, and/or who will make commitments to, the bonding of minority contractors on a rate basis comparable to their bonding of similar non-minority contractors. The contractor may be required to submit this evidence as part of the bid or subsequent to it.”

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

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

43. **COMPETENCY OF BIDDER**

A. No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City of Evanston upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous contract with the City.

B. The bidder, if requested, must present within forty eight (48) hours evidence satisfactory to the Purchasing Manager of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

44. **PREFERENCE TO CITIZENS**

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

1. BASIS OF AWARD

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

2. BIDS

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 are for the purpose of obtaining a gross sum, and for use in computing the value of additions and deductions and for the purpose of determining the lowest BIDDER. Should there be a discrepancy between the gross sum bid and that bid resulting from summation of quantities multiplied by their respective unit prices, the latter shall apply.

3. QUANTITIES

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

4. CONTRACT TERM

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

5. PURCHASE ORDER/CONTRACT

A. 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.
B. 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.

C. 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.

D. 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 Subcontractors 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 times 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. All contractors and subcontractors on public works projects must submit certified payrolls on a monthly basis to the City’s project manager and business workforce 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 217-782-6206; http://www.illinois.gov/idol/Laws-Rules/COMED/Pages/Rates.aspx to ensure compliance with prevailing wage requirements), (iii) pay its suppliers and subcontractors 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. SUBCONTRACTORS
A. The term “Subcontract” 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 Subcontract under this contract must be acceptable to the City. Approval for the proposed Subcontract Award cannot be given by the City until the proposed Subcontractor 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 Subcontractors/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 subcontractor 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 SUBCONTRACTORS

A. Within seven days after the receipt of amounts paid by the City for work performed by a subcontractor under this contract, the Contractor shall either:

1. Pay the Subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the Subcontractor under this contract; or,

2. Notify the City and Subcontractor, in writing, of his intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.

B. The Contractor shall pay interest to the Subcontractor 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 subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

E. The Contractor's obligation to pay an interest charge to a Subcontractor 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 110% of the full amount of the contract from insurance companies having not less than A+ Policyholders Rating from the most recent Alfred M. Best and Co., Inc. listing available. Certification of the insurance company's rating shall be provided prior to contract implementation and quarterly thereafter until contract completion. Should such rating fall below the required A+ level during performance of the contract, it will be the contractor's responsibility to notify the City and provide a new bond from an insurance company whose rating meets the City's requirements.
B. When required by the specifications herein, all Bidders shall submit with the bid a bid bond. A letter of credit may be furnished in lieu of a bid bond only if the following conditions are met: 1) An irrevocable letter of credit must be obtained from an accredited bank which shall include an agreement that the bank will honor a demand by the City for payment due to Plaintiff failure to complete the project. 2) An irrevocable letter of credit must be in writing and signed by an authorized representative of the bank. 3) The irrevocable letter of credit must expressly state that it is irrevocable until the bid has been awarded. 4) The letter of credit must be for the percentage specified in the bid documents.

C. The City may reject the use of an irrevocable letter of credit if the financial soundness of the issuing bank is found to be unacceptable.

D. In the event that the Bidder fails to furnish a performance bond in said period of ten (10) calendar days after acceptance of the Bidder’s bid by the City, the City may withdraw its acceptance of the bid and retain the Bidder’s deposit as liquidated damages and not as a penalty.

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

22. INDEMNITY

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

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

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

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

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

23. CONTRACTOR'S LIABILITY INSURANCE
A. THE CONTRACTOR SHALL NOT COMMENCE WORK UNDER THIS CONTRACT UNTIL THEY HAVE OBTAINED ALL INSURANCE REQUIRED HEREIN AND SUCH INSURANCE HAS BEEN APPROVED BY THE CITY. Nor shall the contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor 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 (see special provisions). In the event the work is not substantially completed by (see special provisions) then in addition to any remedies available to the City, the Contractor will pay to the City the sum of $Seven Hundred and Fifty Dollars per day for each calendar day beyond those dates, until substantial completion of the work has been achieved. This payment is for liquidated damages, in addition to any other damages that may be incurred by the City, and not as a penalty. All such liquidated damages may be set-off against any moneys that may be due the contractor.

B. Substantial Completion shall be defined as the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the work for its intended use. Substantial Completion will be certified by the issuance of a Certificate of Substantial Completion, to be issued by the City’s representative, when the Contractor has satisfied the above statement and billed the City for a minimum of 90% of the total value of the work.

26. EXTENSION OF TIME
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

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<th>TYPE OF INSURANCE</th>
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<th>COVERAGE</th>
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<td>1. Comprehensive form</td>
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<td>2. Premises - Operations</td>
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<td>3. Explosion &amp; Collapse Hazard</td>
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<td>4. Underground Hazard</td>
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<td>5. Products/Completed Operations Hazard</td>
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<td>6. Contractual Insurance – With an endorsement on the</td>
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<td>7. Broad Form Property Damage - construction projects</td>
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<td>8. Independent contractors</td>
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<td>9. Personal Injury</td>
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<td>Workmen's Compensation and Occupational Diseases</td>
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<td>Employer's Liability</td>
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**Insurance Certificate Must State:**

**The City Of Evanston is Named as Additional Insured**
EXHIBIT A – BID FORM
For
2020 50/50 Sidewalk Replacement Project
(BID #20-16)

1.01 BID TO:

THE CITY OF EVANSTON
2100 Ridge Avenue
Evanston, Illinois 60201

hereinafter called “OWNER”.

1.02 BID FROM:

____________________________________
(Hereinafter call “BIDDER”)

____________________________________
Address

____________________________________
Telephone Number

____________________________________
Fax Number

1.03 BID FOR: 2020 50/50 Sidewalk Replacement 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 informalities 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 thereeto, the undersigned proposes to perform alternates for herein stated additions to or deductions from hereinbefore stated Base Bid. Additions and deductions include all modifications of Work or additional Work that the undersigned may be required to perform by reason of the acceptance of alternates.
1.07 ALLOWANCE
   A. N/A

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

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

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

   TOTAL BASE BID AMOUNT: $____________________

   ALTERNATE 1 – RIDGE AND GREENWOOD SIDEWALK REPLACEMENT
   The ADD/DEDUCT LUMP SUM PRICE, if awarded to the undersigned, shall be:

   ALTERNATE 1 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.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PCC SIDEWALK - 5&quot; (REMOVAL AND REPLACEMENT) - MAIN WALK</td>
<td>SF</td>
<td>24,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>PCC SIDEWALK, SPECIAL - 5&quot; (REMOVAL, REGRADING, AND REPLACEMENT) - MAIN WALK</td>
<td>SF</td>
<td>2,000</td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td>PCC SIDEWALK - 5&quot; (REMOVAL AND REPLACEMENT) - PARKWAY/SERVICE WALK</td>
<td>SF</td>
<td>1,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>PCC SIDEWALK - 5&quot; NEW (9&quot; EARTH EXCAVATION &amp; 4&quot; AGGREGATE BASE COURSE)</td>
<td>SF</td>
<td>150</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>CONCRETE CURB, TYPE B (REMOVAL AND REPLACEMENT)</td>
<td>FT</td>
<td>100</td>
<td></td>
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</tr>
<tr>
<td>6</td>
<td>COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (REMOVAL AND REPLACEMENT)</td>
<td>FT</td>
<td>100</td>
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<td>7</td>
<td>EARTH EXCAVATION, SPECIAL, 2&quot;-6&quot;</td>
<td>SY</td>
<td>30</td>
<td></td>
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<tr>
<td>8</td>
<td>FURNISHING AND PLACING TOPSOIL, SPECIAL, 2&quot;-4&quot;</td>
<td>SY</td>
<td>30</td>
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<td>9</td>
<td>SODDING, SPECIAL</td>
<td>SY</td>
<td>30</td>
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<tr>
<td>10</td>
<td>DETECTABLE WARNINGS</td>
<td>SF</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>BRICK PAVER REMOVAL AND REPLACEMENT</td>
<td>SF</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>ENGINEERING SERVICES</td>
<td>HOUR</td>
<td>20</td>
<td>$75.00</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

**TOTAL**
1.12 BID SECURITY

Accompanying this proposal is 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.

ATTACH BANK DRAFT, BANK CASHIER'S CHECK OR CERTIFIED CHECK HERE.

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 proposal guarantees of the individual sections covered.

If the check or draft is placed on another proposal, state below where it may be found, as follows: The check or draft will be found in the 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 110% 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.

<table>
<thead>
<tr>
<th>PRODUCT NAME AND/OR MANUFACTURER</th>
<th>ADD</th>
<th>DEDUCT</th>
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**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__

___________________________
Notary Public

Commission Expires: __________________

**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___

___________________________________
Notary Public

Commission Expires: ________________
1.17 DISCLOSURE

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

Bidder: _____________________________________________

Business Address: ________________________________

Telephone Number: ________________________________

1.18 CONTACTS

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

Bidder: ____________________________________________

Address: __________________________________________

Telephone Number: ________________________________

Fax Number: ________________________________________
## 1.19 REFERENCES

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

1. **Name:** ________________________________
   
   **Address:** ________________________________
   
   **Contact Person:** ____________________________
   
   **Phone:** ________________________________
   
   **Contract Value:** _____________________________
   
   **Contract Dates:** _____________________________

2. **Name:** ________________________________
   
   **Address:** ________________________________
   
   **Contact Person:** ____________________________
   
   **Phone:** ________________________________
   
   **Contract Value:** _____________________________
   
   **Contract Dates:** _____________________________

3. **Name:** ________________________________
   
   **Address:** ________________________________
   
   **Contact Person:** ____________________________
   
   **Phone:** ________________________________
   
   **Contract Value:** _____________________________
   
   **Contract Dates:** _____________________________
EXHIBIT B

City of Evanston M/W/EBE Policy

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

Firms bidding on projects with the City must work to meet the 25% goal or request a waiver from participation. It is advised that bidders place advertisements requesting subcontractors and that they email or contact individual firms that would be appropriate to partner in response to the project. For samples of possible advertisements, see the City of Evanston’s Business Diversity Section [http://www.cityofevanston.org/business/business-diversity/](http://www.cityofevanston.org/business/business-diversity/) (Sample Advertisement). If you request a paper copy of the additional documents, it will be available free of charge from the Purchasing Office, 2100 Ridge Road Suite 4200, Evanston, IL 60201.

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

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

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

M/W/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that

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

This firm is a (check only one):

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

Total proposed price of response $_____________________
Amount to be performed by a M/W/EBE $_____________________
Percentage of work to be performed by a M/W/EBE _______________________%

Information on the M/W/EBE Utilized:

Name ___________________________________________________________
Address __________________________________________________________________________
Phone Number _______________________________________________________________________
Signature of firm attesting to participation ______________________________
Title and Date _________________________________________________________________

Please attach

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

2. Attach business license if applying as an EBE
EXHIBIT D

M/W/EBE PARTICIPATION WAIVER REQUEST

I am __________________________ of __________________________, and I have authority to execute this certification on behalf of the firm. I __________________________ do hereby certify that this firm seeks to waive all or part of this M/W/EBE participation goal for the following reason(s):

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

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

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

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

_____  3. No subcontracting opportunities exist.

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

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

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

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

Signature: ___________________________ Date: ____________

(Signature)
<table>
<thead>
<tr>
<th>AGENCY</th>
<th>DATE CONTACTED</th>
<th>CONTACT PERSON</th>
<th>RESULT OF CONVERSATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Association of Asian Construction Enterprises (AACE)</strong>&lt;br&gt;5500 Touhy Ave., Unit K&lt;br&gt;Skokie, IL 60077&lt;br&gt;Phone: 847-525-9693&lt;br&gt;Perry Nakachii, President</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Black Contractors United (BCU)</strong>&lt;br&gt;400 W. 76th Street&lt;br&gt;Chicago, IL 60620&lt;br&gt;Phone: 773-483-4000; Fax: 773-483-4150&lt;br&gt;Email: <a href="mailto:bcnwera@ameritech.net">bcnwera@ameritech.net</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Chicago Minority Business Development Council</strong>&lt;br&gt;105 West Adams Street&lt;br&gt;Chicago, Illinois 60603&lt;br&gt;Phone: 312-755-8880; Fax: 312-755-8890&lt;br&gt;Email: <a href="mailto:info@chicagomsdc.org">info@chicagomsdc.org</a>&lt;br&gt;Shelia Hill, President</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Evanston Minority Business Consortium, Inc.</strong>&lt;br&gt;P.O. Box 5683&lt;br&gt;Evanston, Illinois 60204&lt;br&gt;Phone: 847-492-0177&lt;br&gt;Email: <a href="mailto:embcinc@aol.com">embcinc@aol.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Federation of Women Contractors</strong>&lt;br&gt;5650 S. Archer Avenue&lt;br&gt;Chicago, Illinois 60638&lt;br&gt;Phone: 312-360-1122; Fax: 312-360-0239&lt;br&gt;Email: <a href="mailto:FWCCihicago@aol.com">FWCCihicago@aol.com</a>&lt;br&gt;Contact Person: Beth Doria&lt;br&gt;Maureen Jung, President</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Hispanic American Construction Industry (HACIA)</strong>&lt;br&gt;901 W. Jackson, Suite 205&lt;br&gt;Chicago, IL 60607&lt;br&gt;Phone: 312-666-5910; Fax: 312-666-5692&lt;br&gt;Email: <a href="mailto:info@haciaworks.org">info@haciaworks.org</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Women's Business Development Ctr.</strong>&lt;br&gt;8 S. Michigan Ave, Suite 400&lt;br&gt;Chicago, Illinois 60603&lt;br&gt;Phone: 312-853-3477; Fax: 312-853-0145&lt;br&gt;Email: <a href="mailto:wbdc@wbdc.org">wbdc@wbdc.org</a>&lt;br&gt;Carol Dougal, Director</td>
<td></td>
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</tbody>
</table>

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

CITY OF EVANSTON
LOCAL EMPLOYMENT PROGRAM (LEP) COMPLIANCE

Effective Date January 1, 2015

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

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

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

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

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

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

**Detailed Local Employment Program Instructions “How to Comply” can be found at:** Local Employment Program Detailed Instructions

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

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

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

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

_______ My total bid, including all alternatives, is under $250,000, and the LEP does not apply.
_______ My total bid, including all alternatives, 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 alternatives, 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 alternatives, 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 alternatives, 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 G

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

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

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

CERTIFICATION OF BIDDER

Name and Address of Bidder (Include ZIP Code)

IRS EMPLOYER I.D. NUMBER 36-____________________________

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  ____Yes  ____No

2. Bidder has filed all compliance reports due under applicable instructions.  ____Yes  ____No

3. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  ____Yes  ____No

Name:____________________________

Title: ___________________________

Signature: _______________________

Date: ___________________________
EXHIBIT H

DISCLOSURE OF OWNERSHIP INTERESTS

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

APPLICANT NAME: ________________________________________

APPLICANT ADDRESS: ______________________________________

TELEPHONE NUMBER: ______________________________________

FAX NUMBER: ____________________________________________

APPLICANT is (Check One)
1. Corporation ( ) 2. Partnership ( ) 3. Sole Owner ( ) 4. Association ( ) 5. Other ( )

______________________________________________

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

SECTION I - CORPORATION

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

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

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

____________________________________________________________________

____________________________________________________________________

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

________________________________________

________________________________________

________________________________________

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 Seal)
Notary Public
Commission Expires:  __________________________
EXHIBIT I

ADDITIONAL INFORMATION SHEET

Bid/Proposal Name: ____________________________________________

Bid/Proposal Number #: _________________________________________

Company Name: _______________________________________________

Contact Name: _________________________________________________

Address: _____________________________________________________

City, State, Zip: _______________________________________________

Telephone/FAX: #_____________________________________________

E-mail: _______________________________________________________

Comments: ___________________________________________________  
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CERTIFICATE OF COMPLIANCE
WITH PREVAILING WAGE RATE ACT

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

Name of Contractor: ________________________________

By: ________________________________

By: State of _____________, County of ________________

Subscribed and sworn to before me this __________ day of __________, __________.

Notary Public
EXHIBIT K

MAJOR SUBCONTRACTORS LISTING

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

A. If awarded a Contract as a result of this Bid, the major subcontractors used in the prosecution of the work will be those listed below.

B. The following list includes all subcontractors who will perform work representing 5% (five percent) or more of the total Base Bid.

C. The subcontractors listed below are financially responsible and are qualified to perform the work required.

D. The subcontractors listed below comply with the requirements of the Contract Documents.

E. Any substitutions in the subcontractors listed below shall be requested in writing by the Contractor and must be approved in writing by the Owner. All pertinent financial, performance, insurance and other applicable information shall be submitted with the request for substitutions(s). Owner shall respond to such requests within 14 calendar days following the submission of all necessary information to the full satisfaction of the Owner.

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<th>Category Number</th>
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(Attach additional sheets as required)

END OF SECTION
EXHIBIT L

CONFLICT OF INTEREST

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

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

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

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

__________________________________________ (Notary Seal)
Notary Public

Commission Expires: ______________
EXHIBIT M

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

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

Authorized Signature: __________________________________________________________

Company Name: ________________________________________________________________

Typed/Printed Name: _____________________________________________________________

Date: _______________________________________________________________________

Title: ______________________________________________________________________

Telephone Number: __________________________________________________________________

E-mail _______________________________________________________________________

Fax Number: ____________________________________________________________________

EXHIBIT M
Exhibit N

Contractor Services Agreement Acknowledgement Page

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

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

My firm cannot execute the City’s standard contractor service agreement unless the exceptions noted below or in the attached sample contractor services agreement are made. **Please be aware that submitting exceptions to the contract may impact the likelihood of your firm being selected to perform this work.**

List exceptions in the area below:

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

Authorized Signature: ___________________________ Company Name: ___________________________

Typed/Printed Name and Title: ___________________________ Date: ___________________________

EXHIBIT N
CONTRACTOR SERVICES AGREEMENT

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

2020 50/50 Sidewalk Replacement Project

(BID #20-16)

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

Revision June 2013

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EXHIBIT N
RECITALS

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

2020 50/50 Sidewalk Replacement Project

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

a) City of Evanston RFQ/RFP/Bid #20-16, attached as Exhibit A.
b) Contractor’s response to RFQ/RFP/Bid #20-16, attached as Exhibit B.
c) Any subcontractor subcontracts related to this Agreement, attached as Exhibit C.

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

1 Services and Duties of the Contractor

1.1 The Contractor shall perform professional services and provide equipment (the “Work”) in accordance with Exhibits A, B, 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 subcontractors 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 subcontractors 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, subcontractor, 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 exemptions 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 subcontracting 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 subcontractor agreement for City review and approval prior to the execution of such an agreement. Any previously entered into subcontractor agreement(s) are attached as Exhibit C. If the Contractor subcontracts any of the services to be performed under this Agreement, the subcontractor 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 subcontractor’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 subcontractor 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 subcontractor(s) on the Project. Additionally, all such safety requirements shall be made a part of any subcontractor 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 subcontractor project activities that have taken place during the invoice period;
b) A summary of the Contractor’s project activities and any subcontractor 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, ArtView 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 Bid 20-16, and the plans, specifications, general conditions, drawings addenda, and modifications thereto;
c) The Contractor’s response to the RFP/RFQ/Bid 20-16;
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 subcontractors 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 subcontractors used on this Agreement. Contractor shall include these Standard Certifications in any subcontract used in the performance of the Agreement.

If this Agreement extends over multiple fiscal years, Contractor and its subcontractors 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 subcontractors 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 subcontractors 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 nonresponsible and therefore ineligible for future contracts or subcontracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

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

a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.

b) That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

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

EXHIBIT N
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.


2.12 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 $20,000 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 # 20-16 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 110% of the Compensation as security for the faithful performance and completion of all the Contractor’s obligations under the Contract Documents and covering the payment of all materials used in the performance of this Agreement and for all labor and services performed under this Agreement. All Bonds shall be issued on a form acceptable to the City. The bonds must be for the entire term of the Agreement. Failure to provide these bonds shall constitute a breach of Contractor’s obligations under this Agreement. Each surety providing the Bonds must have a Best’s rating not less than A/X and be licensed in Illinois and shall be named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 as published in the Federal Register and available on the website of the U.S. Department of the Treasury, Financial Management Service, at www.fms.treas.gov/c570/c570.html. All Bonds signed by an agent must be accompanied by a certified copy of his or her authority to act. It shall be the duty of the Contractor to advise the surety or sureties of any Change Orders that result in an increase to the Compensation and to ensure that the amounts of the Bonds are updated to reflect and cover any such increases throughout the course of the Project. The cost of such Bonds shall be included within the Compensation.

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

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

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

6 The City’s Responsibilities

6.1 The City may evaluate the Contractor’s and any subcontractor’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 #20-16, Exhibit A. Project phases include:

7.2.1 (See Contract Specifications)

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 # 20-16 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 subcontractors, suppliers, and sub-subcontractors, 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:

Henry S. Daniels, Jr. Project Management Supervisor
Public Works Agency
City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201

9 Notice and Cure/Termination

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

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

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

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

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

9.3 Within thirty (30) days of termination of this Agreement, the Contractor shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work
product, data, studies, test results, source documents, AutoCad Version 2007, ArtView, 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 subcontractors. 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, 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 subcontractors 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 subcontractors 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 subcontractors, employees, agents or subcontractors 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 subcontractors’ work. Acceptance of the work by the City will not relieve the Contractor of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom.

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

13 Successors and Assigns

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

14 Force Majeure

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

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

o) Vandalism.

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

15 Amendments and Modifications

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

16 Standard of Care & Warranty

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

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

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

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

a) All materials and equipment furnished under this Agreement shall be of good quality and new, unless otherwise required or permitted by the Contract Documents;

b) The Work of this Agreement shall be free from defects which are not inherent in the quality required; and

c) The Work shall comply with the requirements set forth in the Contract Documents.

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

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

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

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

17 Savings Clause

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

18 Non-Waiver of Rights

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

19 Entire Agreement

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

20 Governing Law

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

21 Ownership of Contract Documents

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

22 Notice

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

City of Evanston Project Manager, Bid # 20-16
2100 Ridge Avenue
Evanston, Illinois 60201

if to the Contractor:

__________________________________________
__________________________________________

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

23 Severability

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

24 Execution of Agreement

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

25 Counterparts

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

26 Authorizations

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

27 Time of Essence

27.1 Time is of the essence with respect to each provision hereof in which time is a factor.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives. The effective date of this Agreement will be the date this Agreement is signed by the City Manager.

CONTRACTOR

By: ______________________________
Name: ______________________________
Its: ______________________________
Date: _____________

CITY OF EVANSTON

By: ______________________________
  Erika Storlie
  Its: Interim City Manager
  Date: _____________

Approved as to form:

By: ______________________________
  Nicholas Cummings
  Its: Deputy City Attorney

Revision: June 2013

EXHIBIT N
EXHIBIT O

BID/PROPOSAL SUBMITTAL LABEL

CUT AND ATTACH LABEL ON OUTSIDE OF SEALED BID/PROPOSAL SUBMITTAL

ADDRESS SUBMITTALS:  CITY OF EVANSTON - PURCHASING OFFICE, ROOM 4200
                        LORRAINE H. MORTON CIVIC CENTER
                        2100 RIDGE AVENUE - EVANSTON, ILLINOIS  60201

SUBMITTAL NUMBER:  

SUBMITTAL NAME:  

SUBMITTAL DUE DATE/TIME:  

COMPANY NAME:  

COMPANY ADDRESS:  

COMPANY TELEPHONE #:  

-------------------------------------------------------------------------------------------------------------------------------
STATE OF ILLINOIS

City of Evanston

CONTRACT SPECIFICATIONS

For

2020 50/50 Sidewalk Replacement Program

Bid Number: 20-16
CITY OF EVANSTON
SPECIAL PROVISIONS

2020 50/50 Sidewalk and Curb Replacement Program
Bid Number: 20-16

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CITY OF EVANSTON
SPECIAL PROVISIONS

The following Special Provisions supplement the Illinois Department of Transportation “Standard Specifications for Road and Bridge Construction”, Adopted April 1, 2016, (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, if applicable, which apply to the govern the construction of,

2020 50/50 Sidewalk Replacement Program
Bid Number: 20-16

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

1. The unit prices bid herein shall include all applicable taxes.
2. The base bid for this Contract will be determined on the basis of the total combined prices for the Portland Cement Concrete (PCC) Sidewalk, 5” (Removal and Replacement) Main Walk, PCC Sidewalk Special, 5” (Removal, Regrading, and Replacement) Main Walk, PCC Sidewalk, 5” (Removal and Replacement) Parkway/Service Walk, PCC Sidewalk 5” New (9” Earth Excavation & 4” Aggregate Base), PCC Curb Type B (Removal and Replacement), Combination Concrete Curb and Gutter Type B-6.12 (Removal and Replacement), Earth Excavation, Furnishing and Placing Topsoil, Sodding, Detectable Warnings, Brick Paver Removal and Replacement, and Engineering Services sum.
3. This work may not be sublet or assigned without the express written permission of the City of Evanston.
4. Special: The Contractor’s attention is called to the requirement that the Contractor shall be available for making sidewalk and curb replacements on a once-a-month basis as specified in special provision.

PROJECT DESCRIPTION
Work on this project includes all material, labor, equipment and services for removal, regrading, replacement and/or installation of sidewalk, parkway, and curb at various locations in the City of Evanston.

COMPLETION DATES
The Contractor shall complete a minimum of seventy-five percent (75%) of the authorized work for the first round under this contract by no later than 30 calendar days of “notice to proceeded”. The second round and remaining work under this contract shall be completed by October 30, 2019.

The basis for payment of the Special Work, if the Contractor is not working in the City at the time the call is made for the Special Work, shall be one hundred twenty-five percent (125%) of the Bid Price for the particular work item.

COOPERATION
The Contractor will be required at all times to cooperate with other contractors, City forces, and the
forces of the public utilities, so that the work to be performed by all parties may be completed efficiently and without confusion.

**TELEPHONE**
The Contractor shall furnish a telephone number where the Contractor may be contacted at any time to insure prompt service when required.

**COOPERATION WITH UTILITIES**
Prior to construction operations, the Contractor shall determine which utilities will affect Contractor’s operations, and notify the owners of the utilities of Contractors operations and Contractors limits forty-eight (48) hours prior to beginning construction. The Contractor shall be responsible for damage to utilities and shall, at Contractor’s own expense, restore such property to a condition equal to that which existed before Contractor’s work as may be directed by the owners. Otherwise, Contractor shall make good such damage in a manner acceptable to the City Engineer.

**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.

**BUFFALO BOXES**
It shall be the responsibility of the Contractor to adjust all Buffalo Boxes or other covers lying within the sidewalk area to the proper grade. In the event the Contractor has difficulty in raising or lowering the boxes to the proper grade, the Contractor shall make necessary arrangements with the City or the Northern Illinois Gas Company to facilitate the raising or lowering of the boxes or covers. Damaged boxes shall be reported by the Contractor to the proper agency for replacement. Twenty-four (24) hours’ notice shall be given to the City or the Northern Illinois Gas Company whenever their services are required.

When vaulted sidewalks or private utility company manholes are encountered, the Contractor shall consult with the City Engineer before commencing with the work.

**ELECTRICAL CABLES**
All electrical cables for the light standards, traffic signals, and all electrical appurtenances shall be protected against damage and shielded from contact with pedestrian and vehicular traffic during construction of this proposed improvement. Any cable damaged shall be repaired immediately at the Contractor’s expense.

**INSPECTION OF MATERIALS**
The City of Evanston reserves the right to inspect all materials at the job site and to reject any which do not meet with the requirements of the Standard Specifications. The Contractor shall provide at least 48 hours advanced notice of time and location of material deliveries and accommodate sampling by the City. All materials incorporated in this Contract are to be inspected according to IDOT’s non-QC/QA programs per the Project Procedures Guidelines (PPG). The latest version is available on the IDOT website at:

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

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Add the following paragraphs to Article 107.09:

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

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

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

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

The Contractor shall promptly notify the proper utility company and all other effected parties of any damage to water, gas, electric, telephone, sewer, and other utility lines and connections caused by the Contractor's operations. The damage shall be immediately repaired at the Contractor's expense. In the case of an accidental breaking of a water main or service line, the repairs of such a break shall have priority over all other operations. The parties whose services are affected by the break shall be notified at once and all assistance given to supply emergency water where necessary by temporary lines, tank truck, or other means. The Contractor shall maintain an appropriate inventory of the materials for emergency repairs. In the case of an accidental breakage of a street light cable, the Contractor shall submit for approval a licensed electrical contractor to repair any and all damage to the existing street light cables.

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

When traffic must be obstructed, the Contractor shall provide proper traffic control as accepted by the Engineer and Owner by placing clearly worded signs announcing such fact with proper barricades, at the nearest cross-streets on each side of such obstructed portion, where travel can pass around the obstruction in the shortest and easiest way. The Contractor shall see that such barricades are properly lighted from dusk to dawn, and they shall not be removed until sidewalk is ready for use and all dangerous conditions incidental to the construction have been removed.

The Contractor shall place “No Parking” signs a minimum of two (2) calendar days prior to the date of use. 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.

“No Parking” signs are to be purchased from the City. 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.** Any towing fees necessary for failure to post “No Parking” signs far enough in advance or in wrong work areas must be paid for by the Contractor. Any costs incurred in the manufacture or installation of these signs along with any towing fees that occur as a result of their being incorrectly posted shall be considered incidental to the Contractor and no additional compensation will be allowed.

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

Delete Article 107.18 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.

Add the following paragraphs to Article 107.20:

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.

Delete Article 107.27 and replace it with the following:

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

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

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

i. **Procedure for Resolving Property Damage Disputes**

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

Acknowledge the claim to the property owner.

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

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

Forward the claim to the Contractor's insurance carrier.

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

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

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

Add the following paragraphs to Article 107.30:
“The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner, and if any of it is damaged or destroyed from any cause, the Contractor shall replace it at his own expense.

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

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

The Contractor shall indemnify and hold harmless the Owner, the Owner’s employees, the Engineer, and the Engineer’s employees from any and all liability, loss, cost, damages and claims, and expense (including reasonable attorney’s fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage arising out of, or resulting from the Contractor’s operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose, which shall insure the interests of the Owner and Engineer as the same may appear, and shall file with the Owner and Engineer certificates of such insurance.

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

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

Delete the second and fourth paragraphs of Article 107.35.

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
701502, 701502, 701601, 701602, 701606, 701701, 701801, 701901, 780001
If requested by Contractor, one-block-long road closures will be allowed by the Owner in areas deemed necessary by the Engineer. No more than one lane of 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.

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

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.”

**DAMAGED STRUCTURES**

In the event that a portion of curb is to be removed and replaced where a drainage structure exists,
it shall be the responsibility of the contractor to maintain the integrity of that structure. When a drainage structure consists of a section of sewer pipe connected to a hole in the curb and draining into an adjacent structure (mouse-hole), the contractor shall protect the connecting pipe or replace it when the new curb is placed. Such replacement shall include connecting the pipe to the adjacent structure and any repairs necessary to said structure to make it functional.

This item will not be paid for separately, but shall be considered incidental to CONCRETE CURB, TYPE B (REMOVAL AND REPLACEMENT).

PROSECUTION AND PROGRESS
Add the following to Article 108.02:
“Prior to commencing construction operations, the Project Superintendent shall meet with the Owner and Engineer and submit his Progress Schedule.

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

The Contractor shall 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:

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Friday, April 10, 2020</td>
<td>Good Friday</td>
</tr>
<tr>
<td>Thursday, April 16, 2020</td>
<td>Last Day of Passover</td>
</tr>
<tr>
<td>Wednesday, July 4, 2020</td>
<td>Independence Day</td>
</tr>
<tr>
<td>Friday, September 18, 2020</td>
<td>Rosh Hashanah (begins)</td>
</tr>
<tr>
<td>Sunday, September 20, 2020</td>
<td>Rosh Hashanah (ends)</td>
</tr>
<tr>
<td>Sunday, September 27, 2020</td>
<td>Yom Kippur (begins)</td>
</tr>
<tr>
<td>Monday, September 28, 2020</td>
<td>Yom Kippur (ends)</td>
</tr>
</tbody>
</table>

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.

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.

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

PERFORMANCE CONTROL
The Contractor shall notify the City Engineer, in advance, his schedule of working days for the following week. The schedule shall be adhered to except for reasons of inclement weather, and unusual conditions as deemed appropriate by the City Engineer.

TIME SCHEDULE
Sidewalks shall be constructed not later than forty eight (48) hours after removal of the existing sidewalk. Excavated materials and broken concrete shall be removed from the premises as soon as possible and under no condition will it be permitted to remain on parkways and/or street overnight. Forms shall be removed and the excavated area for forms suitable backfilled, to the satisfaction of the Engineer, not later than 24 hours after sidewalk has been laid.

The construction areas shall be left in a condition as good as, or better than, the original condition. The restoration and final clean-up for any given areas shall be completed not later than twenty-four (24) hours after the forms have been removed.

MEASUREMENT AND PAYMENT
Add the following paragraphs to Article 109.02:
“All the requirements of the Special Provisions pertaining to Sections 100 to 109 of the Standard Specifications are considered incidental to the Work, and no separate or additional payment will be made, except as otherwise indicated, for complying with said requirements. The Owner has the authority to withhold any payment if satisfactory progress is not made by Contractor to complete any work on the Contract.

Existing facilities or property damaged by construction activities, including settlement, whether through result of Contractor's negligence or as a normal result of the means and methods employed by the Contractor, shall be restored to original condition. Restoration of damaged areas will be considered incidental to the Work and the cost shall be included as part of the unit or lump sum price item to which the restoration pertains.

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

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

(a) MBE/WBE/EBE Monthly Utilization Report

(b) All delivery tickets for concrete and asphalt.

(c) Lien Waivers

(d) Certified payrolls for general contractor and sub-contractors

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

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

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

Retainage shall be withheld as follows:

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

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

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

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

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.”

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

Add the following paragraphs to Article 201.01:
“Trees and shrubs which may be removed for performance of the Work are so designated on the Drawings. It is not anticipated that any other trees or shrubs will need to be removed for performance of the Work. Should the Contractor desire to remove trees or shrubs, the Contractor shall notify the Owner for approval prior to removing any trees or shrubs. Owner will not grant permission for removal of trees or shrubs, unless the Contractor can demonstrate that there is no other practicable way to complete the Work, including augering or hand-excavation.

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

Trees and shrubs damaged due to construction operations or removed without approval shall be replaced, at Contractor's expense, with trees or shrubs of like species and size, to a maximum trunk size of 6-inches diameter as directed by the Owner. If trees larger than 6-inches diameter are irreparably damaged or destroyed, the Contractor shall remove and replace these trees with trees of like species at a replacement rate of 150 percent of the trees DBH (diameter at breast height), at sites designated by the Owner by approved contractor(s) with species designated by the Owner. 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 or damaging the root systems 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 an Internal Society of Arboriculture certified professional arborist (someone whose principal occupation is the care and maintenance of trees, not land clearing).

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.

A. Earth Saw Cut of Tree Roots (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 subcontractor return to the site to properly root prune the tree at the location directed by the City Arborist. The contractor will be paid for the additional root pruning as described below; however, no additional compensation will be made for remobilization to the construction site.

e. For locations where root pruning is performed for the purpose of curb and gutter removal and replacement, the contractor shall root prune 6-inches behind the curbing so as to neatly cut the tree roots.

f. Depth of cut shall be 12 inches for curb removal and replacement and 24 inches for structural work. Any roots encountered at a greater depth shall be neatly saw-cut at no additional cost.

g. The Engineer or City Arborist will mark locations where earth saw cutting of tree roots is required in the field.

2. All root pruning cuts shall be immediately backfilled with material side cast from the earth-sawing procedure, so that the ground surface is even and no tripping potential exists.

3. All root pruning work is to be performed through the services of a certified arborist to be approved by the City Arborist.

Root Pruning shall be used to protect all trees within the public right-of-way of the project limits or as directed by the Engineer.

B. Temporary Fence:

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

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

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

a. Establish the diameter of the tree at a point four and a half feet above the ground,
(referred to as diameter breast height or DBH)
   i. Trees with diameters 10 inches and under require root zone protection a
      minimum of five feet from the center of the tree.
   ii. Trees 10 to 19 inches in diameter shall have a minimum root zone
       protection of 10 feet from the center of the tree.
   iii. Trees greater than 19 inches in diameter shall have a minimum root zone
       protection of 15 feet from the center of the tree.

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

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

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

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

Temporary Fence shall be used to protect all trees within the public right-of-way of the project
limits or as directed by the Engineer.

C. Tree Trunk Protection:

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

D. Tree Crown Pruning:
Tree crown pruning shall consist of pruning branches, for aesthetic and structural enhancement, of existing trees as shown on the plans or as directed by the Engineer. The National Arborist Association’s Pruning Standards for Shade Trees Class II - Standard Pruning specifications shall be followed. All branch pruning to American Elms and Oak trees shall be done between October 15 and April 15, when the trees are dormant. Ash tree pruning shall be completed according to standard special waste removal requirements.

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.

**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 not provide certification as an owner or operator of the site of origin presuming that excavated soil is uncontaminated. This will require the Contractor to provide fill site operators with IEPA form LPC-663 “Uncontaminated Soil Certification by Licensed Professional Engineer”. It will be the Contractors sole responsibility to dispose all the excavated material classified as CCDD as part of this contract.

This work will not be measured or paid for separately, but shall be considered as included in the contract unit price for various items generating excavated material.

**SODDING**

Add the following paragraph to Article 252.01:

“All grassed areas disturbed by Contractor's operations shall be restored by sodding. To be acceptable, the sod shall be in a live, healthy condition and be knitted to the soil. Sod shall be growing in place for forty-five (45) calendar days prior to measurement. Only living sod that is acceptable will be measured for payment.”

Add the following paragraph to Article 252.02:

“On major roadways (arterial streets, main streets, State and County routes, etc) sod for public parkway areas and other areas within 25 feet of public roadways shall be salt-tolerant. The sod for most residential streets does not have to be salt-tolerant, at the Engineer’s discretion. Sod for other areas shall be native sod matching the species, color, and texture of adjoining grass areas as approved by the Engineer.”

Add the following to Article 252.03:

“Sod bed preparation shall include the placement of top soil, including excavating and grading the areas to be sodded to a depth of at least 3-inches below a line connecting the top of the curb and the top of the sidewalk, disposing of the material removed and placing pulverized topsoil on the space so prepared, raked and ready for sodding. The topsoil shall be free from quack grass and weeds and shall be approved by the Engineer before placing. One rolling of the entire surface of the soil shall be made. Existing sidewalks, curbs and trees, and the like, which are not to be removed, shall be protected from damage during the placement of topsoil. 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 shall be incidental to the cost of sodding. 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, 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.

The Pay limits for grassed areas to be restored by SODDING shall be up to 3-foot of parkway adjacent to curbs, driveways, sidewalks and alley approaches installed as part of this Project; up to 10-feet (to a maximum of 5-feet each side of utility centerline, as required) of parkway disturbed for crossing utility construction; and, up to 16 feet (to a maximum of 8-feet each side of utility centerline, as required) of the parkway for longitudinal utility construction. The Contract unit price for SODDING shall be payment in full for all materials, labor and equipment required for: site preparation; furnishing, transporting, and placing pulverized topsoil, disposal of surplus materials; fertilizers; furnishing, transporting and placing sod; stakes; all watering; mowing; replacement of sod which fails to survive through the two-year plantings warranty period; and all related work required to complete the installation which is not included under other Payment Items.
Sodding outside the limits shown on the Drawings or specified due to damage caused by Contractor's operations or for Contractor's purposes shall be considered incidental to combined sewer, relief sewer, storm sewer, sanitary sewer, and water main construction and no separate payment shall be made.

PORTLAND CEMENT CONCRETE SIDEWALK
Add the following sentences to Article 424.01:
“The Work shall also include adjustments to surface elements such as buffalo boxes, valve covers, manhole covers, and vault covers, etc. to final grades.”

Add the following sentences to Article 424.04:
“The Aggregate Base Course required for necessary grading will not be paid for separately and shall be constructed in accordance with section 351 of the Standard Specifications.”

Add the following paragraphs to Article 424.06:
“Concrete placement will be permitted if air temperature is 40 degrees Fahrenheit or higher. Concrete pours shall be ended at expansion or control joints. Partial slabs shall not be allowed. The surface shall be divided by control joints extending to the depth of the slab. Control joints shall be tooled first, saw-cut to proper depth and shall be spaced at 5-foot or other uniform intervals as directed by the Engineer. All edges and intermediate joints of sidewalks shall be shaped with an edging tool having a ½ inch radius. Surfaces of sidewalks shall have a light broom finish, except handicapped ramps at intersections, which shall be finished as shown on the Drawings.

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 the following:
   a. Prefabricated Cast-in-Place Detectable Warning Panels (2 minimum per ramp)
   b. Color – Red
   c. Anchor System – Removable Concrete Anchors (5 minimum per panel)

Manufactured by one of the following:
   a. Access Products, Inc. (888-679-4022)/ Supplier (630-689-7574)
   b. Armorcast Products Company (818-982-3600)
   c. Detectable Warning Systems, Inc. (866-999-7452)
   d. TufTile, Inc. (847-307-3091)
   e. Or approved equal

Submittals as required by Standard Specifications:
   a. Manufacturer’s certification stating the product is fully compliant with the ADAAG
   b. Manufacturer’s five year warranty
   c. Manufacturer’s specification stating the required materials, equipment, and installation procedures

Panels must be cut in a neat and workmanlike manner per manufacturer’s requirements to match the entire curb ramp width with a minimum of 5 pins per panel cast into concrete ramp. The panel
size and method, as shown on the Curb Ramps detail, used for installing detectable warnings shall be approved by the Engineer prior to installation.

Detectable Warnings will be paid for at the contract unit price per SQUARE FOOT for DETECTABLE WARNINGS.”

Portland Cement Concrete Sidewalk shall be constructed in one course, 5 inches thick, on a prepared subgrade in accordance with the following Specifications and the lines and grades established by the City of Evanston.

The sidewalk shall be constructed of Portland Cement, Class SI Concrete which shall have a minimum of 6.0 bags of Type 1 cement per cubic yard. The course aggregate used shall contain a maximum of 2% by volume, deleterious material (commonly called Chert-free Aggregate) and the maximum size of stone shall be 3/4 inch. Air content shall be not less than 5% nor more than 8%, and the slump shall not exceed 4 inches. 28-day compressive strength tests resulting in less than 3500 psi or modulus of rupture less than 650 pounds per square inch at the end of 14 days when tested by standard methods shall be cause for removal and replacement, at Contractor’s cost.

The subgrade shall be tamped or rolled until thoroughly compacted and shall be constructed true to grade and cross section for the bottom of the sidewalk. Where sidewalk is raised above the existing grade, fine aggregate, meeting the approval of the City Engineer, shall be used. The cost of this material shall be incidental to the price of Portland Cement Concrete Sidewalk.

Side forms shall be lumber of not less than 2 inch nominal thickness and 6 inch nominal width, or steel of equal rigidity. They shall be held securely in place by stakes, braces, or other means, with the top edge true to line and grade. The forms for the sidewalk shall be set so that the slab will have a slope of not less than 1/4 inch and not more than 3/8 inch per foot from the edge nearest the property line toward the edge farthest from the property line.

The subgrade shall be moistened just before the concrete is placed. Concrete shall not be placed on a soft, muddy, or frozen subgrade. The concrete shall be placed in successive batches for the entire width of the slab, struck off from 1/2 to 3/4 inch higher than the finished slab, tamped until all voids are removed and free mortar appears on the surface, thoroughly spaded along the edges, struck off to the proper grade, and finished to a plane, even surface with floats and trowels. The final troweling shall be done with a steel trowel, leaving a smooth even surface. After the water sheen has disappeared, the surface shall be given a final finish by brushing with a whitewash brush. The brush shall be drawn across the sidewalk at right angles to the edges of the walk, with adjacent strokes slightly overlapping, producing a uniform, slightly roughened surface with parallel brush marks.

The surface shall be divided by grooves constructed at right angles to the center line of the sidewalk. These grooves shall extend to 1/4 the depth of the sidewalk, shall not be less than 1/8 inch nor more than 1/4 inch in width, and shall be edged with a jointing or edging tool having 1/4 inch radius. The grooves shall be 5 feet apart unless otherwise ordered by the Engineer. The edges of the slabs, including those along expansion joints, shall be edged as described above.

Expansion joints of the thickness specified below shall consist of performed joint filler. The top of the joint shall be placed 1/4 inch below the surface of the sidewalk.

a. Expansion joints 1/2 inch thick shall be placed between the sidewalk and all structures such as street light standards, traffic light standards, traffic poles, and
subway columns which extend through the sidewalk.

b. Expansion joints 3/4 inch thick shall be placed at intervals of 50 feet in sidewalk. Expansion joints shall also be placed where the sidewalk abuts existing sidewalks, unless otherwise directed, between driveways and sidewalks, and between sidewalk and curbs where the sidewalk abuts a curb.

After the forms have been removed, the space along the edges of the sidewalk shall be backfilled to the required evaluation with material approved by the City Engineer. The material shall then be compacted until firm, and the surface neatly graded.

Surplus or waste material resulting from the sidewalk construction operations shall be disposed of by the Contractor at his own expense.

The Contractor will be required to remove and construct courtesy walk and/or approach walk at unit price set, in contract at property owner’s request on public right-of-way.

This work will be paid for at the contract price per SQUARE FOOT for PORTLAND CEMENT CONCRETE SIDEWALK – 5” measured as specified herein, which price shall include all materials, labor, equipment, expansion joints and required curing compound necessary to construct sidewalks and handicapped ramps.

Payment for the construction of courtesy walk and/or approach walk on public right-of-way (at private property owner’s request) will be paid at 100% by the private property owner, directly to the Contractor at contract unit price for this work specified.

**LAWN SPRINKLER SYSTEM REPAIR**

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.

**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. Fittings and all other components necessary to make system repairs to the full extent will not be paid for directly, but shall be considered as incidental to the Contract.

**SAWCUTS**

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.

CONCRETE GUTTER, CURB, MEDIAN, AND PAVED DITCH
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.

The removal of the existing curb shall be made only to the limits set by the Engineer, saw cutting where necessary to provide a neat appearance. Any curb damaged or removed without authorization by the Engineer shall be replaced by the Contractor at Contractor’s own expense. Removal shall be to the depth of the existing pavement, or to a minimum of ten (10) inches below pavement surface.

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 each end of the sections to be replaced. The installation of dowel bars into the adjacent curb will be considered incidental to this item. 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.

Existing asphalt adjacent to curbing shall be restored with HMA, mix ‘D’, N50 (2" depth) and will not be paid for separately.

This work will be paid for at the Contract unit price per LINEAR FOOT for CONCRETE CURB TYPE B and COMBINATION CONCRETE CURB AND GUTTER TYPE B-6.12. Curb and gutter will be measured in place for the quantity actually removed and replaced 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: site preparation, including removal, replacement and/or repair of fences and other site objects; saw-cutting, removal and disposal of existing curbs/gutters and other structures; excavation, including removal and disposal of excess excavated materials; final grading of aggregate base course, backfill; furnishing and installing all joints as required, including epoxy coated tie bars; curing; protection; and all related work required to complete the installation which is not included in other Payment Items. Modified (depressed) curbs shall be paid for at the same Contract unit price as standard type B, B6.12.

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.

The proposed curb and/or curb and gutter flag thickness shall meet the bottom of the existing pavement and extend to the top of the proposed edge of pavement as shown on the plans. No separate payment shall be made for additional concrete used.

Removal/replacement of curb/gutter outside the pay limits specified which have been damaged by Contractors operations or which have been removed/replaced for Contractor’s purposes shall be considered incidental to combined, relief, storm, and sanitary sewer construction and no separate payment shall be made. The Contractor is advised that specific liquidated damages apply for failure to restore permanent roadway pavements within specified time limits as indicated in the Agreement Section of these Specifications.

**BRICK PAVER REMOVAL AND REPLACEMENT**
Where brick pavers are present adjacent to sidewalk or curb to be removed and replaced, the Contractor shall obtain approval by the Engineer to disturb the brick pavers during construction. Upon completion of the sidewalk and/or curb replacement, any brick pavers disturbed during construction shall be replaced to pre-construction locations and grades. Any brick pavers damaged during construction or removed without authorization by the Engineer shall be replaced by the Contractor at the Contractor’s own expense.

This work will be paid for at the Contract unit price per SQUARE FOOT for BRICK PAVER REMOVAL AND REPLACEMENT.

**MAINTENANCE TRAFFIC**
The Contractor shall make adequate provision for the free passage of foot traffic. Where foot traffic will warrant, the Engineer may direct the Contractor to provide, at his own expense, foot bridges for the convenience of said traffic. Said foot bridges shall be set in place immediately after the existing pavement is removed, and shall be maintained until the proposed pavement has been finished. Each foot bridge shall have a minimum width of not less than five (5) feet and may be constructed of any suitable material approved by the Engineer, and shall be built in such a manner as to enable foot traffic to cross the street safely. Barricade lights shall be placed and maintained during then night at all such foot bridges.

The Contractor shall make adequate provision for free passage of vehicular traffic to the residents of the immediate Project area when in the opinion of the Engineer it is practicable. The Contractor shall provide necessary flagmen to warn and direct vehicular traffic for the convenience and safety of the public.

The material or equipment used in the construction of this improvement shall be placed as to afford access to abutting private property and to all hydrants and valves with a minimum of inconvenience.

The cost of furnishing, installing, maintaining and moving of foot bridges and any other cost involved in the construction of this improvement in accordance with the Special Provision as herein outlines, will not be paid for directly, but shall be considered as incidental to the Contract.

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

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

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

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

NOISE AND AIR POLLUTION CONTROL
Conduct operations so as not to violate any applicable ordinances, regulations, rules and laws in effect in the area at the date of bid opening pertaining to noise and air pollution and to conform to all provisions in effect at the date of bid opening as set forth in the Rules and Regulations Governing the Control of Air Pollution and noise pollution in the State of Illinois.

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

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

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

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

END OF SECTION
## Adjustments

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<td>Summit</td>
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## Standard Symbols, Abbreviations and Patterns

**Standard Symbols:**

- ADJ: Adjusted
- EX: Example
- PR: Property
- F: Filled
- FM: Frame and Grate
- FS: Frame and Lid
- F: Fill
- FM: Main Structure
- FSP: Special Fill
- T: To Be Removed
- RE: Reconstructed
- REL: Reconstructed Special
- A: Adjusted
- AB: Abandoned
- M: Moved
- REL: Relocated
- REL: Replacement
- ADJ: Adjusted
- F: Filled
- FM: Main Structure
- FSP: Special Fill
- T: To Be Removed
- RE: Reconstructed
- REL: Reconstructed Special
- A: Adjusted
- AB: Abandoned
- M: Moved
- REL: Relocated
- REL: Replacement

**Abbreviations and Patterns:**

- D=:
- CURVE:
- P.I. STA=:
- !=:
- T=:
- R=:
- L=:
- E=:
- S.E. RUN=:
- e=:
- P.T. STA=:
- P.C. STA=:
- T.R.=

**Horizontal Curve Data:**

- FM:
- ADJ:
- C:
- F:
- REC:
- A:
- A:
- A:
- A:
- SP:
- AB:
- M:
- REL:

**Approx. Intermediate Line:**

- F:
- L:

**Approx. Index Line:**

- F:
- L:

**Intermediate Contour:**

- F:
- L:

**Index Contour:**

- F:
- L:

**Ditch Check:**

- F:
- L:

**Catch Basin:**

- F:
- L:

**Culvert End Section:**

- F:
- L:

**Water Surface Indicator:**

- F:
- L:

**Storm Sewer:**

- F:
- L:

**Ditch:**

- F:
- L:

**Roadway Ditch Flow:**

- F:
- L:

**Swale:**

- F:
- L:

**Catch Basin:**

- F:
- L:

**Culvert End Section:**

- F:
- L:

**Water Surface Indicator:**

- F:
- L:

**Ditch Check:**

- F:
- L:

**Catch Basin:**

- F:
- L:

**Culvert End Section:**

- F:
- L:

**Water Surface Indicator:**

- F:
- L:

**Ditch Check:**

- F:
- L:
**Erosion & Sediment Control Items**

- Cleaning & Grading Limits
- Erosion Control Fence
- Perimeter Erosion Barrier
- Temporary Fence
- Ditch Check Temporary
- Ditch Check Permanent

**Non-Highway Improvement Items**

- Noise Attenuator
- Field Line
- Fence
- Base of Levee
- Mailbox
- Multiple Mailboxes
- Pay Telephone
- Advertising Sign

**Landscaping Items**

- Contour Mounding Line
- Fence
- Fence Post
- Shrub
- Mowline
- Perennial Plants
- Seeding Class 2
- Seeding Class 2A
- Seeding Class 4
- Seeding Class 4 & 5 Combined

**Existing Landscaping Items**

- Seeding Class 5
- Seeding Class 7
- Seedings Type 1
- Seedings Type 2
- Seeding

**Lighting**

- Duct
- Conduit
- Electrical Aerial Cable
- Electrical Buried Cable
- Controller
- Underpass Luminaire
- Power Pole

**Standards Symbols, Abbreviations and Patterns**

- Standard 00001-06
### LIGHTING (contd.)
- Pull Point
- Handhole
- Heavy Duty Handhole
- Junction Box
- Light Unit Cond.
- Electrical Ground
- Traffic Flow Arrow
- High Watt Pole
- HWT Size
- Light Unit-I

### PAVEMENT (MISC.)
- Keyed Long Joint
- Keyed Long Joint w/ Tie Bars
- Sawed Long Joint w/ Tie Bars
- Bituminous Shoulder
- Bituminous Taper
- Stabilized Driveway
- Widening

### PAVEMENT MARKINGS

#### EX
- Bike Lane Symbol
- Bike Lane Text
- Handicap Symbol
- RR Crossing
- Raised Marker Amber 1 Way
- Raised Marker Amber 2 Way
- Raised Marker Crystal 1 Way
- Two Way Turn Left
- Shoulder Bog Pattern
- Skip-Dash White
- Skip-Dash Yellow
- Stop Line
- Solid Line
- Double Centerline
- Dotted Lines
- CL 2 Lw 1 Way
- RRPM 12.2 m (40') o.c.
- CL 2 Lw 2 Way
- RRPM 80' (24.4 m) o.c.
- CL MutliHole Div.
- RRPM 80' (24.4 m) o.c.
- CL MutliHole Div. 2 Lw
- RRPM 80' (24.4 m) o.c.
- CL MutliHole Undiv.
- Two Way Turn Left Line

#### PR
- High Mast Pole
- Handicap Symbol
- Bike Lane Symbol
- Bike Lane Text
- RR Crossing
- Raised Marker Amber 1 Way
- Raised Marker Amber 2 Way
- Raised Marker Crystal 1 Way
- Two Way Turn Left
- Shoulder Bog Pattern
- Skip-Dash White
- Skip-Dash Yellow
- Stop Line
- Solid Line
- Double Centerline
- Dotted Lines
- CL 2 Lw 1 Way
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- CL MutliHole Div.
- RRPM 80' (24.4 m) o.c.
- CL MutliHole Div. 2 Lw
- RRPM 80' (24.4 m) o.c.
- CL MutliHole Undiv.
- Two Way Turn Left Line
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<th>Urban Thru Only</th>
<th>Rural Left Turn Arrow</th>
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<td>Railroad Cont., Mast Arm</td>
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### Standard Symbols, Abbreviations and Patterns

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STD 000001-06
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<td>Fire Hydrant</td>
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<td>Profile Line</td>
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<td>Aerial Power Line</td>
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<td>Bush or Shrub</td>
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<td>Evergreen Tree</td>
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<td>Stump</td>
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<td>Woods &amp; Bush Line</td>
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<td>Waterers Edge</td>
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<td>Water Surface Indicator</td>
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<td>Marsh/Swamp Boundary</td>
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| STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS |
|---------------------------------------------|---|---|
| STANDARD 00000-06                          |---|---|
Longitudinal Sawed Joint

No. 6x30 (No. 19x750)
Tie bars at 24" (600)
(cts.)
(shown on support pins)

Sawed groove
1/2" (13 mm) x 3/3

Longitudinal Keyed Joint

Bar supports
(formed in place only)

Longitudinal Construction Joint

(Tie bar grouted in place)

Longitudinal Construction Joint

(Tie bar grouted in place)

Type C Metal Joint

Tie bars at 30" (750)
cts.
No. 6x30 (No. 19x750)

Joint sealer
Hot poured

General Notes

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

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

English (metric).

Switched units to English (metric) as detailed or approved.

No. 6x30 (No. 19x750)
Tie bars at 24" (600)
(cards)

Preformed or drilled hole
Bar size +6 (6)

No. 6x24 (No. 19x600)
Tie bars at 24" (600)
cards

First pour
Second pour

Supporting Chair
Alternate
Supporting Chair
Alternate

TIE BAR FORMED IN PLACE

(TIE BAR GROUTED IN PLACE)

* 8 (203) min. pavement thickness
for keyed joints.

* 8 (203) min. pavement thickness
for keyed joints.

Channel pin, size sufficient
to securely hold joint in
place. Applied not more
than 3'-4" (1.02 m) cts.

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

English (metric).
**TRANSVERSE EXPANSION JOINT**
(For Pavements with Unequal Thickness)

- 18 (450) Long dowel bars at 12 (300) cts.

*Expansion caps shall be installed on the exposed end of each dowel bar once the header has been removed and the joint filler material has been installed.*

**TRANSVERSE EXPANSION JOINT**
(For Pavements with Equal Thickness)

- 18 (450) Long dowel bars at 12 (300) cts.

**SEALING DETAIL**

- Joint sealer
- Hot poured with edger
- Finish corners

**TRANSVERSE CONTRACTION JOINT**

- Hot poured joint sealer
- Heat-resistant closed cell plastic foam backer rod

**PAVEMENT JOINTS**

- **Dowel Bar Table**

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<tr>
<th>PAVEMENT THICKNESS</th>
<th>DOWEL BAR DIAMETER</th>
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<td>1 1/4 (32)</td>
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<tr>
<td>7 (175) thru 7.99 (199)</td>
<td>1 1/2 (38)</td>
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<tr>
<td>Less than 7 (175)</td>
<td>1 (25)</td>
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**Dowel Bar Table**

- 8 (200) or greater: 1 1/4 (32) |
- 7 (175) thru 7.99 (199): 1 1/2 (38) |
- Less than 7 (175): 1 (25)
Ramps in landscaped area

Setback < 5'

Section A-B

(1) The running slope of the curb ramp shall not require the ramp length to exceed 15' (4.5 m).

(2) The running slope of the curb ramp shall not require the ramp length to exceed 15' (4.5 m).

For sidewalks

Variable

<table>
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See Sheet 2 for General Notes.
RAMP IN LANDSCAPED AREA

SETBACK > 5'

SECTION C-C

1. Turning space not required for ramp slopes flatter than 1:20.
2. The running slope of the curb ramp shall not require the ramp length to exceed 15' (4.5 m).

RAMP IN PAVED AREA

SETBACK > 5'

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where the turning space is constrained on one side opposite 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.

See Standard 606001 for details of depressed curb adjacent to curb ramps.

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

PERPENDICULAR CURB RAMPS FOR SIDEWALKS

STANDARD 424001-08
RAMP IN LANDSCAPED AREA

RAMP IN PAVED AREA

SECTION A-A

DETAIL A

GENERAL NOTES

This Standard shall only be used for curb radii of 20 ft. (6.1 m) or greater.

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5 ft. (1.52 m).

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5 ft. (1.52 m).

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

SIDE CURB DETAIL

DETAIL A

4'x4' (1.22x1.22 m) min. typical, 5'x5' (1.52x1.52 m) turning space.
GENERAL NOTES

Where the turning space is constrained on a side opposite 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.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

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

SECTION A-A

1. Upper landings not required for ramp slopes flatter than 1:12.
2. The running slope of the curb ramp shall not require the ramp length to exceed 15' (4.5 m).

SECTION B-B

SIDECURB DETAIL

CORNER PARALLEL CURB RAMP

Ramps for Sidewalks

Standard 424011-02
DEPRESSED CORNER

SECTION A-A

1. Upper landings not required for ramp slopes flatter than 1:12.
2. The running slope of the curb ramp shall not require the ramp length to exceed 15' (4.5 m).

DETAIL A

SIDE CURB DETAIL

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 displacement to units of horizontal displacement (V:H).
Where 1:50 maximum slope is shown, 1:64 is preferred.
See Standard 606001 for details of depressed curb adjacent to curb ramp.
All dimensions are in inches (millimeters) unless otherwise shown.

DEPRESSED CORNER
FOR SIDEWALKS

STANDARD 424021-03
GENERAL NOTES

- Detectable warning shall only be provided at entrances/alleys with permanent traffic control devices (i.e., stop signs, signals).
- Where possible, maintain the grade of the sidewalk across the entrance/alley to avoid the need for ramps and upper landings.

SECTION A-A


SECTION B-B

1. Sidewalk width 5' (1.52 m) min. Typical, 4' (1.22 m) min.

DETAIL A

- Expansion Joint

SIDE CURB DETAIL

- Flush with top of roadway curb and top of sidewalk

ENTRANCE / ALLEY PEDESTRIAN CROSSING

- Sidewalk, 4' (1.22 m) min.

- Ramp, 15' (4.57 m) max.

- Face of roadway max.

- Pedestrian crossing

- Upper landing, 4' (1.22 m) min.

- Expansion Joint

STANDARD 424026-01

DATE

1/1/12

REVISIONS

1/1/13

NEW STANDARDS
CLASS B PATCHES

GENERAL NOTES

The transverse joints for Class B patches shall align with joints or cracks in the adjacent lane whenever possible.

See Standard 420701 for details of pavement fabric.

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

Dowel Bar Table

<table>
<thead>
<tr>
<th>Patch Category</th>
<th>Dowel Bar Diameter</th>
<th>Joint Sealer</th>
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<tbody>
<tr>
<td>8 (200) or greater</td>
<td>½ (13)</td>
<td>½ (13)</td>
</tr>
<tr>
<td>7 (180) thru 7.99 (199)</td>
<td>¾ (20)</td>
<td>¾ (20)</td>
</tr>
<tr>
<td>Less than 7 (180)</td>
<td>1 (25)</td>
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TRANVERSE JOINT

12' (3.6 m) WIDE LANES

14' (4.2 m) WIDE RAMP

16' (4.8 m) WIDE RAMP

CENTERLINE JOINT

ALTERNATE SAWING DETAIL

PAVEMENT SAWING DETAIL

Existing slab

Joint sealer

Hot poured

Patch

Dowel bar anchored into existing pavement

Drilled hole

Existing slab

Transverse joint (typ.)

24 (600) min.

A = at 12 (300) cts.

B = at 12 (300) cts.

C = at 12 (300) cts.

5 Dowel bars

6 Dowel bars

7 Dowel bars

Dowels unshaped

Dowel bar anchored into existing pavement

Existing slab

Nail poured joint sealer

1/4 (32) in. closed cell plastic foam backer rod.

Patch

Edge of pavement

Centerline joint

Dowel bar anchored into existing pavement

Existing slab

Joint sealer

Hot poured

Drilled hole

Existing slab

1/4 (32) in. closed cell plastic foam backer rod.

Patch

Edge of pavement
**CLASS B PATCHES**

**STANDARD 442101-07**

**METHOD I**

*Without Resurfacing*

- 18 (450) Long dowel bars anchored into existing pavement at 12 (300) cts.
- No. 10x18 (No. 32x450) Tie bars anchored into existing pavement at 12 (300) cts.

**METHOD II**

*With Resurfacing*

- 18 (450) Long dowel bars anchored into existing pavement at 12 (300) cts.
- No. 10x18 (No. 32x450) Tie bars anchored into existing pavement at 12 (300) cts.

**TRANSVERSE EXPANSION JOINTS**

- Sand
- Plastic joint filler

**SEALING DETAIL**

- See sealing details
- Not poured joint sealer
- Hot poured joint sealer
- Full depth saw cut
- Existing pcc pavement
- Existing subbase

**NOTE**

*When re-establishing a transverse expansion joint on a two-lane, two-way road, reverse the orientation of the dowel bars with respect to traffic for one of the patches such that the joint will be continuous across both lanes.*
Longitudinal joints shall be as detailed on Standard 420001, except:

- Tie bars are not required for patches 20'-0" (6.0 m) or less in length.

Note:
- Longitudinal joints may be either removed or cut, except for patches 20'-0" (6.0 m) or less in length.
- All dimensions are in inches (millimeters) unless otherwise shown.

**CLASS C**

- **SECTION A-A**
  - Built in two operations

- **SECTION B-B**
  - Existing longitudinal joint

- **SECTION C-C**
  - Existing longitudinal joint

- **SECTION D-D**
  - Existing longitudinal joint

**CLASS D**

- **SECTION A-A**
  - Built in two operations

- **SECTION B-B**
  - Existing longitudinal joint

- **SECTION C-C**
  - Existing longitudinal joint

- **SECTION D-D**
  - Existing longitudinal joint

- **SECTION E-E**
  - Construction joint

**GENERAL NOTES**

- Existing tie bars shall be either cut or removed.
- Marginal bars shall be cut.

English (metric): Switched units to English metric.

**CLASS C and D PATCHES**

**STANDARD 442201-03**
For corner islands only.

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<th>TABLE OF DIMENSIONS</th>
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</tbody>
</table>

**Pavement Expansion Joint**

1. Form with 1/2 (13 mm) thick steel模板 2 in (50 mm) deep, and soak.
2. Saw at 4 to 24 hours, and soak.
3. Short radius curve flush as entrance, side streets and route return.

**Tie Bar**

- 2-No. 4 (No. 13) bars placed at mid-depth (when space permits)
- 2-No. 4 (No. 13) bars placed at mid-depth (when space permits)

**Construction Joint**

- Placed in proportion with pavement joints;
- Construction option.

**Expansion Joint**

- Drainage casting without curb box
- Block of curb

**Drainage Casing**

- Full depth & width
- 1 (25) = thick mini-preferred expansion joint filler

**Slopes**

- 6 %
- 2 %
- 3 1/2 %

**Curb Base**

- 1 (25) - thick (min.)
- Full depth & width

**Pavement**

- Slope 6 %
- Slope 3 1/2 %

**Plan**

- Adjacent to PCC Pavement or PCC Base Course

**Depressed Curb Adjacent to Curb Ramp Accessible To The Disabled**

**General Notes**

- The bottom slope of construction curb and gutter constructed adjacent to PCC pavement shall be the same slope as the subbase or 6% when subbase is omitted.
- The thickness of pavement.
- Longitudinal joint tie bars shall be No. 6 (No. 19) at 24 (600) 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.

**Concrete Curb Type B and Combination Concrete Curb and Gutter**

**Concrete Curb and Gutter**

- See Standard 606001 for details of corner islands.

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

**STANDARD 606001-06**

**DATE**

- M-2.06 (M-5.15) and M-2.12 (M-5.30)

**Revisions**

- For corner islands only.

**General Notes**

- Adding details shown in gutter to PCC curb and gutter to PCC curb.
- See General Notes regarding requirement for dowel bars.
Concretes curb and gutter
and combination
Concrete curb type B

2-No. 4 (No. 13) bars
placed at mid-depth
when space permits

2-No. 4 (No. 13) bars
placed at mid-depth
when space permits

Drainage casting
with curb box
Back of curb

Short radius curve

Undoweled contraction joint (typ.)

Construction joints
cut at 5'-0" (1.5 m)

Construction joint
2-No. 4 (No. 13) bars
with 2 (50) min. cl.

Construction joint
2-No. 4 (No. 13) bars
placed at mid-depth
when space permits

When space permits

Form with " (3) thick steel template

Undoweled contraction joint (typ.)
construction continues

1. Form with ½ (13) thick steel templates

2. Saw 2 (50) deep at 4 to 24 hours, and seal.

3. Insert ½ (20) thick preformed joint filler

at full depth and width.

On disturbed subgrade

On undisturbed subgrade

Adjacent to flexible pavement

Adjacent to PCC pavement or PCC base course

Concrete curb type B

Standard 606001-06

Illinois Department of Transportation

PASSED

ENGINEER OF POLICY AND PROCEDURES

ENGINEER OF DESIGN AND ENVIRONMENT

APPROVED

ISSUED

1-1-97

January 1,

January 1,
SYMBOLS

1. Work Area
2. Sign on portable or permanent support
3. Flagger with traffic control sign
4. Barricade or drum with flashing lights
5. Type III barricade with flashing lights
6. Roadwork ahead

SIGN SPACING

<table>
<thead>
<tr>
<th>Posted Speed</th>
<th>Sign Spacing</th>
</tr>
</thead>
<tbody>
<tr>
<td>55 mph</td>
<td>200' (60 m)</td>
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<tr>
<td>60-70 mph</td>
<td>350' (100 m)</td>
</tr>
<tr>
<td>70+ mph</td>
<td>500' (150 m)</td>
</tr>
</tbody>
</table>

WORK AREAS

- Cones, drums, or barricades (not required for moving operations)
- Sign on portable or permanent support
- Flagger with traffic control sign
- Barricade or drum with flashing lights
- Type III barricade with flashing lights

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

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

URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED

STANDARD 701501-06
**SIGN SPACING**

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<thead>
<tr>
<th>Posted Speed</th>
<th>English</th>
<th>Metric</th>
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<tr>
<td>40 mph (64 km/h)</td>
<td>L = 60</td>
<td>150</td>
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<tr>
<td>35-40 mph (56-64 km/h)</td>
<td>L = 150</td>
<td>375</td>
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<tr>
<td>25-30 mph (40-48 km/h)</td>
<td>L = 200</td>
<td>500</td>
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</table>

**FORMULAS**

L = (W)(S) in feet (meters).

**SYMBOLS**

- **Arrow board**
- **Cone, drum or barricade**
- **Sign on portable or permanent support**
- **Barricade or drum with flashing light**
- **Flagger with traffic control sign.**

**GENERAL NOTES**

This Standard is used where at any time, day or night, any vehicles, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

Calculate L as follows:

**FORMULAS**

\[
L = \frac{W^2}{S^2} \text{ or } \frac{W^2}{L^2}
\]

For speeds > 40 mph.

**TABLE**

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<tr>
<th>55 mph (88 km/h)</th>
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<tr>
<td>Recommended workers sign</td>
<td>1000 feet (300 m)</td>
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<tr>
<td>New workers sign</td>
<td>600 feet (180 m)</td>
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<tr>
<td>Work area</td>
<td>200 feet (60 m)</td>
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</tbody>
</table>

**ROAD AHEAD**

- **Construction**
- **Maintenance**

**URBAN SINGLE LANE CLOSURE, MULTILANE, 2W WITH MOUNTABLE MEDIAN**

**STANDARD 701606-10**
**FORMULAS**

\[ L = 0.65(W)(S) \]

in feet (meters).

**GENERAL NOTES**

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement during shoulder operations or where construction requires lane closures in an urban area.

Calculate L as follows:

- Speed limit for contract projects
- Work area

\[ L = \frac{S}{W} \]

for construction projects

\[ L = \frac{S}{2} \overline{W} \]

for maintenance and utility projects

- Speed limit for contract projects
- Work area

**SYMBOLS**

- Work area
- Cone, drum or barricade
- Arrow board
- Barricade or drum with flashing light
- Flagger with traffic control sign

**MEDIAN OPERATIONS**

1. Refer to SIGN SPACING TABLE for distance.
2. Required for speed > 40 mph.
3. Cones at 25'-6" centers for 250'-175". Additional cones may be placed at 50'-15" centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
4. Use flagger sign only when flagger is present.
5. Omit this sign when median is less than 10'-13" or for bi-directional turn lanes.
6. Cones, drums or barricades at 20'-16" centers in taper.
7. Advanced arrow board required for speeds > 45 mph.
8. Three Type II barricades, drums or vertical barricades at 30'-15" centers.

**LEFT TURN LANE OR CENTER MEDIAN OPERATIONS**

**CORNER ISLAND OPERATIONS**

**SHOULDER OPERATIONS**

**ROAD AHEAD**

**WORK**

**CONSTRUCTION**

**TURN LANE CLOSED**

**LEFT TURN LANE CLOSED**

**MULTILANE INTERSECTION**

**URBAN LANE CLOSURE**

---

**DATE | REVISIONS**
---

**STANDARD 701701-10**
This Standard is used where, at any time, pedestrian traffic must be rerouted due to work being performed.

This Standard must be used in conjunction with other Traffic Control & Protection Standards when roadway traffic is affected.

Temporary facilities shall be detectable and accessible.

The temporary pedestrian facilities shall be provided on the same side of the closed facilities whenever possible.

The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. Where the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the closed closure.

Type II barricades and R11-I-4830 signs shall be provided on the same side of the closed facilities.

Temporary facilities shall be detectable and accessible.

Concrete, drum or Type III barricades and R11-2-4830 signs shall be provided on the same side of the closed facilities.

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**Post Mounted Signs**

When curb or paved shoulder are present, this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.

**Max Width**

XX'-XX" X MILES AHEAD

Width Restriction Sign

XX' = XX" Width and X miles are variable.

**Signs on Temporary Supports**

When work operations exceed four days, this dimension shall be 5' (1.5 m). If blocked behind other devices, the height shall be sufficient to be seen completely above the devices.

**High Level Warning Device**

This signing is required for all projects 2 miles (3200 m) or more in length.

**Road Construction Next X Miles** sign shall be placed 500' (150 m) in advance of project entry.

**End Construction** sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign display shall be utilized on multi-lane highways.

**Work Limit Signing**

This sign shall be erected when the work is complete and this section is free of traffic.

**Highway Construction**

This sign shall be used when the above sign assembly is used.

**Speed Zone Signs**

This sign shall only be used along roadways under the jurisdiction of the State.
ROAD CLOSED TO THRU TRAFFIC

ENGINEER OF DESIGN AND ENVIRONMENT
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ISSUED 1-1-97

min. 4' (1.2 m)
min. 5' (1.5 m)

m in. 30 (750)

22 (600)
3 (90)

Weep holes

Traffic

Traffic

ARROW BOARDS

TEMPORARY RUMBLE STRIPS

FACE MAY BE STEPPED OR SMOOTH

Type A

Type B

Type C

ROAD CLOSED TO ALL TRAFFIC

Traffic

SECTION A-A

MOUNTED ROOF
MOUNTED ROOF OR TRAILER
MOUNTED TRAILER

Type A

Type B

Type C

ARROW BOARDS

ROAD CLOSED TO THRU TRAFFIC

Pavement

MOUNTED ROOF OR TRAILER
MOUNTED TRAILER

Pavement

TYPICAL APPLICATIONS OF TYPE III BARRICADES CLOSING A ROAD

Reflectorized striping may be omitted on the back side of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the sign may be mounted on an NCHRP 350 temporary sign support directly in front of the barricade.

Reflectorized striping shall appear on both sides of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the signs may be mounted on NCHRP 350 temporary sign supports directly in front of the barricade.
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<th>Sa</th>
<th>Su</th>
<th>Hol</th>
<th>H/W</th>
<th>Pension</th>
<th>Vac</th>
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<td>1.5</td>
<td>1.5</td>
<td>2.0</td>
<td>2.0</td>
<td>8.34</td>
<td>18.40</td>
<td>0.00</td>
<td>0.93</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Legend**

**Rg** Region

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

**C Class**

**Base Wage Rate**

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

**OT Sa** Overtime pay required for every hour worked on Saturdays

**OT Su** Overtime pay required for every hour worked on Sundays

**OT Hol** Overtime pay required for every hour worked on Holidays

**H/W** Health/Welfare benefit

**Vac** Vacation

**Trng** Training

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

**Explanations COOK COUNTY**

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

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

**EXPLANATION OF CLASSES**

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

**CERAMIC TILE FINISHER**

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, 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 limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

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

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of marble 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, serpentinite, alabaster 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 Conveyer; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician;
Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes—Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

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

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

Class 5. Assistant Craft Foreman.


Class 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.; Derrick; All; Derrick Boats; Derrick, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

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

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

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

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

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

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV-Pilot, ROV Tender

TERRAZZO FINISHER

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

TRAFFIC SAFETY

Effective November 30, 2018, the description of the traffic safety worker trade in this County is as follows: Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary, non-temporary or permanent lane, pavement or roadway markings, and the installation and removal of temporary road signs.

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-all; 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; Dumpster, Track Trucks, Euclids, Hug Bottom Dump Turnpulps or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpster, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnpulps 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 217-762-1710 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".