CITY OF EVANSTON

SPECIFICATIONS AND BID DOCUMENTS
Construction Bid with Subcontractors

BID NUMBER: 20-14

For

2020 Dutch Elm Disease Prevention Program

April 9, 2020

BID OPENING
TIME, DATE, PLACE: 2:00 P.M., Tuesday, April 28, 2020, Room 2404, 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: Contract award through September 15, 2020

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
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SPECIFICATION SECTION</th>
<th>PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>NUMBERS</td>
<td></td>
</tr>
</tbody>
</table>

## DIVISION 0 – BIDDING REQUIREMENTS
- Notice to Bidders ................................................................. 1
- Instructions to Bidders/Requirements for Bidding .................. 2
- M/W/EBE Specifications ............................................................ page11
- Questions .................................................................................... page12
- General Conditions ....................................................................... 14
- Insurance Requirements ............................................................... 25

## DIVISION 1 – General Requirements – Technical Specification ....... 26

## RETURN ALL EXHIBITS WITH BID

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Bid Form/Cost Form</td>
<td>36</td>
</tr>
<tr>
<td>B</td>
<td>City of Evanston M/W/EBE Policy</td>
<td>44</td>
</tr>
<tr>
<td>C</td>
<td>M/W/EBE Participation Compliance Form</td>
<td>45</td>
</tr>
<tr>
<td>D</td>
<td>M/W/EBE Participation Waiver Request</td>
<td>46</td>
</tr>
<tr>
<td>E</td>
<td>Construction Contractors’ Assistance Organizations</td>
<td>47</td>
</tr>
<tr>
<td>F</td>
<td>Local Employment Program Compliance</td>
<td>48</td>
</tr>
<tr>
<td></td>
<td>Certification of Bidder Regarding Equal Employment Opportunity</td>
<td>50</td>
</tr>
<tr>
<td>H</td>
<td>Disclosure of Ownership Interests</td>
<td>51</td>
</tr>
<tr>
<td>I</td>
<td>Additional Information Sheet</td>
<td>55</td>
</tr>
<tr>
<td>J</td>
<td>Major Subcontractors Listing</td>
<td>56</td>
</tr>
<tr>
<td>K</td>
<td>Conflict of Interest</td>
<td>57</td>
</tr>
<tr>
<td>L</td>
<td>Signature Form</td>
<td>58</td>
</tr>
<tr>
<td>M</td>
<td>Contractor Services Agreement Acknowledgement</td>
<td>59</td>
</tr>
<tr>
<td>M*</td>
<td>Contractor Services Agreement</td>
<td>60</td>
</tr>
<tr>
<td>N</td>
<td>BID/Proposal Submittal Label</td>
<td>85</td>
</tr>
</tbody>
</table>

*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, April 28, 2020 and will be publicly read thereafter in room 2404. Bids shall cover the following:

2020 Dutch Elm Disease Prevention Program
Bid Number: 20-14

Work on this project includes providing a preventative treatment for Dutch Elm Disease (DED) in approximately 1,688 parkway and other publicly owned elm trees through the root flare injection of Arbotect 20-S at the full three-year rate. The work also includes the root flare injection of Arbotect 20-S to 127 publicly owned elm trees at a seventy-five percent diluted three-year rate.

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 on the City Bids and Proposal website on Thursday, April 9, 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/ or Demandstar at: www.demandstar.com.

The City of Evanston (the City) in accordance with the laws of the State of Illinois, hereby notifies all Bidders that it will affirmatively ensure that the contract(s) entered into pursuant to this Notice will be awarded to the successful Bidders without discrimination on the ground of race, color, religion, sex, age, sexual orientation, marital status, disability, familial status or national origin. The 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) for on-line notification purposes only for sealed bids when it is anticipated that the amount of the resulting contract will be in excess of its formal bid limit of $25,000, such as this requirement. Interested Bidders are required to submit a sealed bid to the City by the date/time indicated for this requirement on the forms provided by the City.

2. SUBMISSION OF BIDS

A. 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: www.cityofevanston.org/business/bids-proposals/ 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.

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

34. GOVERNING LAW

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

35. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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.
INSTRUCTIONS TO BIDDERS

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

38. Questions
All questions related to this bid document should be submitted in writing to Linda Thomas, Purchasing Specialist at lithomas@cityofevanston.org with a copy to Paul D'Agostino, at pdagostino@cityofevanston.org. Only inquiries received a minimum of seven (7) working days prior to the date set for the opening of bids, will be given any consideration.

39. COORDINATION OF EXISTING SITE WITH DRAWINGS
A. Before submitting a bid, bidders shall carefully examine the drawings and specifications, visit the site, and fully inform themselves as to all conditions and limitations.

B. Should a bidder find discrepancies in, or omissions from the drawings or specifications, or should be in doubt as to their meaning, the bidder should at once notify the Purchasing Specialist, who will issue necessary instructions to all bidders in the form of an addendum.

40. AFFIRMATIVE ACTION IN SUB-CONTRACTING (EXCERPT FROM RESOLUTION 59-R-73)
“Contractor agrees that he shall actively solicit bids for the 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 (Lump Sum Bid)

A. LUMP SUM BID

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

2. Unit prices given in the supporting pages shall be used by the City and the Contractor for any subsequent changes in the contract.

3. QUANTITIES

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

4. CONTRACT TERM

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

5. 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
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 work force development coordinator, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records her or she knows to be false is a Class B misdemeanor.

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

D. All certified payrolls shall be submitted in electronic format, preferably a PDF file.

E. As a condition of receiving payment, Contractor must (i) be in compliance with the Agreement, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). Contractor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; 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.

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 September 15, 2020. In the event the work is not
substantially completed by September 15, 2020, then in addition to any remedies available to the City, the Contractor will pay to the City the sum of **Five Hundred 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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<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>MINIMUM INSURANCE COVERAGE</th>
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<tbody>
<tr>
<td>Bodily Injury and Consequent Death</td>
<td>Each Occurrence</td>
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<tr>
<td>Property Damage</td>
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| Commercial General Liability including: | $3,000,000 | $3,000,000 |
| 1. Comprehensive form | | |
| 2. Premises - Operations | | |
| 3. Explosion & Collapse Hazard | | |
| 4. Underground Hazard | | |
| 5. Products/Completed Operations Hazard | | |
| 6. Contractual Insurance – With an endorsement on the face of the certificate that it includes the "Indemnity" paragraph of the specifications. | Insurance Certificate Must State: The City Of Evanston is Named as Additional Insured | |
| 7. Broad Form Property Damage - construction projects only | | |
| 8. Independent contractors | | |
| 9. Personal Injury | | |

**Automobile Liability**
- Owned, Non-owned or Rented: $1,000,000
- $1,000,000

**Workmen's Compensation and Occupational Diseases**
- As required by applicable laws.

**Employer's Liability**
- $500,000

Thirty day notice of cancellation required on all certificates.
TECHNICAL SPECIFICATIONS

SCOPE OF WORK

The Contractor shall furnish all labor, supervision, supplies, tools, equipment and other means necessary or proper for performing and completing the work, and shall obtain any and all required permits. The Contractor shall also be responsible for cleaning up each job site and shall repair or restore all structures and property that is damaged or disturbed during the performance of the work to the satisfaction of the City of Evanston. Any and all damage must be reported on a daily basis to the Public Works Agency Director or his designee.

GENERAL

The specifications set forth in the following paragraphs pertain to providing a preventative treatment for Dutch Elm Disease (DED) in parkway and other publicly owned trees. Any elms determined by the Public Works Agency Director or his designee, or the Contractor, to have Dutch Elm Disease before proposed treatment will not be treated under this contract.

EXTENSION OF BID PRICE FOR WORK ON PRIVATE PROPERTY

All successful bidders must be willing to offer their bid price (cost per diameter inch) to any interested City of Evanston resident who wishes to treat a tree in a similar manner on their private property within the period of this contract. Failure to offer the same bid price will be grounds for rejecting the bid.

BIDDER’S QUALIFICATION

It shall be required that each proposal furnished to the City of Evanston, include as part of the proposal, the names of at least four (4) municipal government references in the Chicagoland area in which the bidder’s organization has performed similar tree care work under a government contract within the last three (3) years. A form is attached for this purpose.

LOCATIONS AND QUANTITY OF WORK

The trees to be injected will be plainly identified by the City of Evanston by street address or Park name with accompanying maps. Each work order will provide for the injection of trees located in a specific section (6 total) of the City of Evanston. The quantity indicated on the proposal form is an estimated quantity. The City of Evanston reserves the right increase or decrease this amount based on the variables listed in these specifications.

No part of the Agreement amount shall cover the additional cost of preparing the tree(s) for injection or any other mode of DED treatment or sanitation. Injections are assigned and administered as three-season preventive treatments. Curative treatments will be provided
only under the written approval and direction of the Public Works Agency Director or his designee.

American elm (Ulmus americana) trees and select Red elm (Ulmus rubra) trees will be the only species to be considered for injection under this contract. For preventive treatment, the Public Works Agency Director or his designee may need to determine the presence of Dutch Elm Disease (DED) and may confirm the diagnosis with laboratory tests or on-site twig examination. Also, the Public Works Agency Director or his designee, in agreement with the contractor, will designate a tree as safe from root graft infection when necessary.

TIMING OF INJECTIONS

The injection period will run from approximately June 1 through September 15, 2017. Injections will occur to trees that have exuded full leaf size and have not reached fall senescence. Timing is critical to the success of this project. All trees must be injected within the time frame listed in the Contractor's proposal.

INJECTION PROCEDURE REQUIREMENTS

The Contractor will be required to supply all equipment and supplies incidental to injections with “Arbotect 20-S” in the manner set forth on the label as specified for a three-year preventative treatment. The Contractor is responsible for providing an injection system capable of proportioning the proper “Arbotect to water” ratio using a macro infusion high volume electric pump designed to provide even and consistent pressure not exceeding 20 PSI during treatments. Injection tees should fit into holes consisting of the following size: inject size 15/64 of an inch diameter, with the holes drilled into the root flares no more than one inch deep, using drill stops at one inch, and using the pre-calculated length as per manufacturer’s procedures. All holes drilled for injection sites will be drilled with a sharp, high helix drill bit, and will be eight to ten inches below the top of the root flare. Drill bits are to be replaced as required (a minimum of once every 10 trees) to prevent cauterization of wounds and minimize injury to the tree during drilling. Excavate all sod and soil from the base of the tree, finishing with a brush to the drill sites to prevent excessive dulling of drill bits. The excavated area should extend up to one foot away from the base of the tree, and may be from 8 to 12 inches deep, depending upon the accessibility of the root flares.

Determining injection dosage for single and multiple stem trees:

• Measure the Diameter at Breast Height (DBH) of the tree at 4’6” above the soil line with a diameter tape (D-tape). If using a standard measuring tape, divide the circumference measurement by 3.14 to get the diameter.
• Single Stem – measure the standard DBH of the tree.
• Multiple Stem Split Below DBH – measure the DBH of stem individually at 4’6” above the ground and add all measurements together to obtain the total DBH.

The project is to be completed under the direction of the Public Works Agency Director or his designee, and the viability of all Arbotect 20-S fungicide used and the method of
performing the work shall, at all times, be subject to review by the Public Works Agency Director or his designee. The Public Works Agency Director or his designee shall have the authority to decide questions which arise as to quality and acceptability of materials furnished and work performed.

**ARBOTECT 20-S MACRO INFUSION INJECTION RATE**

For three growing season preventive injections as proposed, the required Arbotect amount will be 12 ounces per 5 inches Diameter Breast Height (DBH) or 2.5 fl. oz./inch of DBH. Use a three-quarter rate of 9 ounces per 5 inches or 1.9 fl. oz./inch of DBH for those trees listed with reduced canopy size and for any **red elm (Ulmus rubra)** to avoid phytotoxic responses. This mixture ratio will be diluted at the rate of 2 ounces of Arbotect 20-S into one gallon of clean water.

It is extremely important to use high quality water. Water of poor quality (dirty, high pH, etc.) may significantly compromise uptake. Arbotect 20-S will form a white precipitate in the water solution when mixed with high pH water.

• Test the quality of the water by combining proportional amounts of Arbotect 20-S and water in a clear measuring cup.
• If a white precipitate forms the water must be deionized or Muriatic Acid can be added to reduce the pH of the water. Add Muriatic Acid at the rate of 1 fl. oz. per 6 gallons of solution.
• Using hard or dirty water will not only plug pump filters, screens and injection tees but also negatively impact the uptake of the solution.

**POST-TREATMENT**

All trimmings, sod or any other form of debris resulting from this project or any work resulting from said project will be cleaned up and immediately removed from the site by the Contractors.

Any holes or depressions left in the general injection work areas shall be filled with soil equal to or better than adjacent areas. No brush chips, stump grindings, etc. shall be used as filler in such holes.

**ASSIGNMENT OF CONTRACT**

A. It is the intent of the City of Evanston to award an agreement for American and Red elm tree injections in the City as set forth on the attached proposal form. The City of Evanston also reserves the right to enter into agreement(s) with the second, third and successive low bidders if deemed advantageous to the City of Evanston. The lowest responsive and responsible bidder, however, will receive the first work orders within specific areas to the extent that he/she demonstrates the ability to fully perform, including compliance with the provisions of this specification and the applicable provisions of the State Department of Agriculture rules regarding pesticide use.
B. The low bidder(s) shall be determined by comparing total bid prices derived from multiplying the total number of diameter inches to be injected by the cost per inch provided in the bid.

C. The award of low bid will be made in the best interest of the City of Evanston. It shall be based on, but not limited to, the following factors:

1. Total Price bid.
2. Rate of proposed injections per week.
3. Compliance with the “Qualifications of Bidders” provisions as set forth in the Instructions to Bidder.
4. Prior experience with the City of Evanston with regard to services offered, capability to meet contract provisions and appropriate deadlines.

Any subcontractors shall be regarded as agents for the Contractor and the latter shall be responsible for all work and material furnished and all indebtedness incurred by such agents.

**Basis of Payment**

Payment will be based on the diameter in inches of each tree treated. The diameter shall be the Diameter at Breast Height, also known as DBH, as measured from 4.5 feet above ground level. In the case of sloping ground, the point of measure of the diameter shall be at an average distance of 4.5 feet above the ground line. If the tree is forked at a point less than 4.5 feet above the ground, the diameter will be measured just below the fork. If there is a clump of multiple stems each arising from the ground, each stem will be measured individually at 4.5 feet above ground level.

The City of Evanston reserves the absolute right to increase or decrease the quantity of work originally estimated in the Agreement. Regardless of the final scope of the Agreement, payment to the Contractor will be made on the bases of unit prices as stated in the proposal along with adjustments referred to herein.

**Contractor’s Representative**

The Contractor shall maintain the applicable current pesticide license in accordance with the Illinois Department of Agriculture requirements. The contractor shall also provide a designated, on-site Supervisor, who is an International Society of Arboriculture Certified Arborist. This Supervisor shall have full authority to act for the Contractor and to receive and execute orders from the Public Works Agency Director or his designee. Any instructions given to such Supervisor or person executing work for the Contractor shall be binding on the Contractor as though given to him personally. The designated Supervisor must be proficient in the use and interpretation of the English language. All injection sites must be monitored continuously during the actual treatments. At no time will the contractor be allowed to leave any tree being injected unattended.
CONTRACTOR’S RESPONSIBILITY

The Contractor shall furnish all necessary machinery, tools, labor and materials required, and shall fully complete the work in accordance with the Agreement.

The entire work to be performed under the Agreement is to be at the Contractor's risk, and he is to assume the responsibility for all damages to the work or to the entire project until its completion and acceptance. It shall be the Contractor’s responsibility to maintain all states of work in a safe and suitable condition at all times, including nights, weekends, and holidays. The Contractor shall make observations of his work during such periods as are necessary to insure proper performance thereof. The Contractor shall designate one person who shall have charge of the job and to whom the Public Works Agency Director or his designee shall give directions.

Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of all applicable laws shall be observed.

PROTECTION OF THE WORK

Where the work is carried on, in, or adjacent to, any street, alley or public place, the Contractor shall at his own expense furnish and erect such barricades, fences, lights and danger signals and shall provide such flagmen and shall take such other precautionary measures for the protection of persons and property, and of the work, as are necessary.

When a detour is necessary, because a street is blocked off by the work, the City Traffic Engineer shall designate its route and the Contractor shall furnish and post detour signs to type and sizes as required by the City of Evanston, at places designated by said Traffic Engineer.

PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall not enter upon private property without having previously obtained permission from the City of Evanston and the Owner. The Contractor shall be responsible for the preservation of, and shall use every precaution to prevent damage to all trees, shrubs, plants, lawns, fences, culverts, bridges, pavement, driveways, sidewalks, etc.; all water, sewer and gas lines; all conduits; all overhead pole lines or appurtenances thereof; and all other public or private property along or adjacent to the work. Any adjacent shrubs, trees or other growth receiving or sustaining breakage, injury or other damage during the injection program shall be given remedial or corrective treatment and clean-up. The Contractor must immediately report any and all damage to any private property to the Public Works Agency Director or his designee, along with the proposed corrective measures to be taken.

The Contractor shall notify the proper representatives of any public utility, corporation and company or individual, not less than forty eight hours in advance of any work which may damage or interfere with the operation of their or his property along or adjacent to the work.
The Contractor shall be responsible for all damages or injury to property of any character resulting from any act, omission, neglect or misconduct in the manner or method of executing the work, or due to non-execution of the work, or at any time due to defective work or materials.

The Contractor shall restore, or have restored at his own cost and expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or shall make good such damage from injury in a manner acceptable to the Owner and the City of Evanston. In case of failure on the part of the Contractor to restore such property and to make good such damage or injury, the City of Evanston may give written notice under ordinary circumstances and without notice when a nuisance or hazardous condition results, property to repair, rebuild or otherwise restore such property as may be determined necessary, and the cost thereof will be deducted from any monies due to the Contractor under this Agreement and if not so deducted, the Contractor will be obligated to forthwith reimburse the City of Evanston for the cost thereof.

The City of Evanston shall be indemnified and saved harmless from any suit or expense claim brought for or on account of any damage, maintenance, removal, and/or replacement or relocation of mains, conduits, pipes, poles, wires, cable or such other structures of private utility firms or corporation, whether underground or overhead, that may be caused or required by the Contractor during the time the work is in progress.

TIME OF WORK

The Contractor shall only be allowed to work on weekdays (Monday through Friday) from 7:00 A.M. to 5:00 P.M. No other times are allowed except as authorized by the City of Evanston. No weekend work shall be allowed unless prior written approval by the City of Evanston is obtained. No work will be allowed on legal holidays as recognized by the City of Evanston.

PRIVILEGES OF CONTRACTOR IN STREETS, ALLEYS AND RIGHT-OF-WAY

For the performance of the Agreement, the Contractor will be permitted to occupy such portions of streets or alleys, or other public places, or other right-of-ways, as permitted by the City of Evanston, and with proper traffic warnings and controls. Vehicular access must be maintained at all times in at least one direction, unless a formal detour has been previously approved.

Where the work encroaches upon any right-of-way of any railway or State or County Highway, the Contractor shall observe all the regulations and instructions of the Railway Company and Highway Department as to methods of doing the work, or precautions for safety of property and the public. All negotiations with the Railway Company and Highway Department shall be made by the Contractor at his expense.
Under no circumstances shall any motorized equipment other than approved turf maintenance equipment be permitted to be driven on the parkways, driveways, public walks, or any private property while performing work under the provisions of this contract.

**NOISE ELIMINATION**

The Contractor shall eliminate noise to as great an extent as possible at all times. The exhaust of all gasoline motors and other power equipment shall be provided with mufflers in accordance with current government regulations.

**DELAYS**

The Contractor herewith specifically waives claims for damages for any hindrance or delay. Shutdowns due to improper work or otherwise due to the Contractor’s operations, are not cause for extension of time. The Contractor and/or his subcontractor(s) must perform at the proposed rate of injections and must maintain the ability to perform at that level throughout the effective period of the Contract.

Failure to meet these requirements shall be basis for executing the penalty provisions of this Agreement; rejection of bid or forfeiture of Agreement.

**FAILURE TO COMPLETE WORK ON TIME**

Should the contractor fail to complete the work on or before the original date set forth for completion in the work order, the City of Evanston may permit the Contractor to proceed, and in such case there shall be deducted from any monies due or that may become due the Contractor ten percent (10%) of the unit price for each tree on that work order. This sum shall be considered and treated, not as a penalty, but as liquidated damages. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time of completion may have been executed, shall in no way operate as a waiver on the part of the City of Evanston of any of its rights under the Agreement. Neither by the taking over of the work by the City of Evanston, nor by the termination of the Agreement, shall the City of Evanston forfeit the right to recover liquidated damages from the Contractor.

If the Contractor should neglect to proceed with the work properly, or fail to perform any provisions of the Agreement, the City of Evanston, after written notice to the Contractor, may without prejudice to any other remedy the City of Evanston may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor.

**DEDUCTIONS**
The City of Evanston may withhold from payment to the Contractor such an amount or amounts as may be necessary to cover:

a. Defective work not remedied.
b. Claims for labor or materials furnished the Contractor or subcontractor, or reasonable evidence indicating probable filing of.
c. Failure of the Contractor to make payments properly to subcontractors, material suppliers, or labor furnished to others.
d. A reasonable doubt that the Contract can be completed for the balance then unpaid.
e. Evidence of un-remedied damage to private or public property.

FORFEITURE OF CONTRACT

If at any time the Public Works Agency Director or his designee is of the opinion that the work is unnecessarily delayed, and will therefore not be finished within the prescribed time, he shall notify the Contractor, in writing, to that effect. If the Contractor does not take such measures as will, in the judgment of the Public Works Agency Director or his designee, ensure the satisfactory completion of the work, the Public Works Agency Director or his designee may then notify the said Contractor to discontinue all work under the Agreement for this project, and the Contractor shall immediately respect such notice and stop work, and cease to have any rights to the possession of the grounds.

The City of Evanston may thereupon re-let the Agreement or employ such forces as it deems advisable to complete the work, and charge the cost of all labor and materials necessary for such completion to the Contractor, and the amount so charged shall thereafter become due, to the Contractor under and by virtue of the Contract for this improvement.

In case such amount so paid by the City of Evanston is less than the sum which would have been payable to the Contractor if the Agreement had been fulfilled by him, then said Contractor shall be entitled to receive the full difference and in case such amount is greater, the said Contractor shall pay to the City of Evanston the amount of such excess so due.

If the contractor shall assign the Agreement for this improvement without the written consent required above, or shall abandon the work thereon, or shall neglect or refuse to comply with these specifications and the instructions of the Public Works Agency Director or his designee, relative thereto and with the ordinances of the City of Evanston, the City of Evanston shall have the right to annul and cancel said Agreement and to re-let the work, or any part thereof, and such annulment shall not entitle the Contractor to any claim for damages on account thereof, nor shall it affect the right of the City of Evanston to recover damages which may arise from such failure.

COMPLETION OF CONTRACT AND INSPECTION
After completing the work as detailed in the Agreement, the Contractor shall immediately submit to the Public Works Agency Director or his designee in writing a billing for the work order amount as a notice of completion of the project.

The Public Works Agency Director or his designee will make final inspection of all work included in the work order as soon as practicable after notification by the Contractor that such work is completed.

If such work is not acceptable at the time of inspection, the Contractor will be notified in writing as to the particular defects to be remedied before such work can be accepted. If, within a period of three working days after such notification, the Contractor has not taken steps to promptly complete the work as directed, the City of Evanston may without further notice and without in any way impairing the Agreement, make such other arrangements as may be deemed necessary to have such work completed in a satisfactory manner. The cost of completing such work shall be deducted from any monies due, or which may become due the Contractor on the Agreement.

If the Contractor claims that any instructions, latent conditions or otherwise, involves extra cost under this Agreement, a claim for the extra cost must be submitted in writing within ten days after such obstruction or observance of conditions, and in any event, before proceeding to execute this work, except in an emergency endangering life or property, and the procedure shall then be as provided, for changes in the work. Claims made after this time, or not made in writing will be refused and no claim shall be valid unless so made.

**CONTRACT PERIOD**

The Agreement shall commence on date of Agreement and terminate on September 15, 2020, unless terminated sooner in accordance with the provisions contained herein.

The City of Evanston reserves the option, under the terms of the Agreement with the successful Contractor(s), to extend the Contract(s) for an additional period. Such terms must be agreed to, in writing, by both the City of Evanston and the Contractor.

**ASSIGNMENT OF WORK**

At the time of award of the contract, a Purchase Order number will be assigned to the Contractor who shall record this number on all invoices and statements submitted to the City of Evanston for payment. The work order shall be the Contractor’s notice to proceed.

Individual work lists for elm tree injections shall be placed with the Contractor on forms supplied by the City of Evanston as future detail of work required. All work lists shall be in writing and shall give the location and size of all trees to be injected along with any pertinent information.

Contractor shall designate one person, with credentials listed, which include: ISA Arborist certification to administer awarded contract. This person shall serve as a liaison for City of
Evanston staff, residents and contractor.

Contractor shall, as often as he desires, pick up new work lists when available and submit invoices for payment of completed work lists. As a minimum, each Contractor shall meet with the Public Works Agency Director or his designee each Tuesday morning between the hours of 8:00 a.m. and 12:00 noon for the purpose of securing new work lists, submitting invoices or progress reports on the preceding week’s activities, or to review past or upcoming operations. This schedule shall be adhered to until discontinued by the Public Works Agency Director or his designee.

All work lists must be completed within a thirty (30) day period of receipt. If a Contractor has displayed his inability to comply with that schedule, the City of Evanston may issue work lists to the second and successive low bidders. At no time shall the amount of uncompleted work lists exceed the performance bond amount for that area.

No invoices shall be submitted unless these work lists contained herein have been completed.

**BASIS OF PAYMENT**

The completed work list and the unit price bid for the appropriate diameter tree shall be used as the basis for computing payment. Payment of each work list in total shall be made after satisfactory completion and acceptance of the work on that work list. Payment will be made by the diameter class in accordance with the Bid Proposal Form.
EXHIBIT A – BID FORM
For
2020 Dutch Elm Disease Prevention Program
(BID #20-14)

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 Dutch Elm Disease Prevention Program

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:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Dated</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.05 GENERAL STATEMENTS

A. The undersigned has checked all of the figures contained in this proposal and further understands that the Owner will not be responsible for any errors or omissions made therein by the undersigned.

B. It is understood that the right is reserved by the Owner to reject any or all proposals, to waive all informality in connection therewith and to award a Contract for any part of the work or the Project as a whole.

C. The undersigned declares that the person(s) signing this proposal is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all the conditions and provisions thereof.

D. It is agreed that no person(s) or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the Contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.

E. It is agreed that the undersigned has complied and/or will comply with all requirements concerning licensing and with all other local, state and national laws, and that no legal requirement has been or will be violated in making or accepting this proposal, in awarding the Contract to him, and/or in the prosecution of the Work required hereunder.

F. To be considered a bona fide offer, this proposal must be completed in full and accompanied by a bid deposit or a bid bond when required by Contract Documents or Addenda.

1.06 ALTERNATES

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

1.07 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.

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

1.09 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:

<table>
<thead>
<tr>
<th>Number of Trees</th>
<th>Total Tree Diameter</th>
<th>Bid Price (Price per Inch)</th>
<th>Total Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>To Inject at Full Rate</td>
<td>53,828&quot;</td>
<td>$_________ = $ ___________</td>
<td></td>
</tr>
<tr>
<td>1,688</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of Trees at Three-Quarter Rate</th>
<th>Total Tree Diameter</th>
<th>Bid Price (Price per Inch)</th>
<th>Total Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>127</td>
<td>3,582&quot;</td>
<td>$_________ = $ ___________</td>
<td></td>
</tr>
</tbody>
</table>

Total Base Bid Amount $__________________

Average Number of Trees Bidder Proposes to Inject per Week:

____________________

Bidder understands that the quantity shown above is an estimate only, and that the City of Evanston reserves the right to increase or decrease these quantities. Total amount billed and paid will be based on the number of actual diameter inches measured and injected.
Bidder further understands and agrees to offer their bid price (cost per diameter inch) to any interested City of Evanston property owner who wishes to similarly treat any Elm tree on their private property in 2020.

1.10 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: ________________________________.

1.11 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.

1.12 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.

1.13 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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</tbody>
</table>

1.14 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: __________________
1.15 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: _________________________________

1.16 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: ______________________________________
1.17 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/ (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/ (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 ☐ State Certification
☐ Federal Certification ☐ Women’s Business Enterprise National Council
☐ City of Chicago ☐ Chicago Minority Supplier Development Council

2. Attach business license if applying as an EBE
EXHIBIT 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)
## EXHIBIT E

### Construction Contractors’ Assistance Organizations (“Assist Agencies”) Form

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>DATE CONTACTED</th>
<th>CONTACT PERSON</th>
<th>RESULT OF CONVERSATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Association of Asian Construction Enterprises (AACE)</td>
<td></td>
<td>Perry Nakachii, President</td>
<td></td>
</tr>
<tr>
<td>5500 Touhy Ave., Unit K</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skokie, IL. 60077</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: 847-525-9693</td>
<td></td>
<td></td>
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<tr>
<td>Black Contractors United (BCU)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>400 W. 76th Street</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chicago, IL. 60620</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: 773-483-4000; Fax: 773-483-4150</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:bcnnewera@ameritech.net">bcnnewera@ameritech.net</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chicago Minority Business Development Council</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>105 West Adams Street</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chicago, Illinois 60603</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: 312-755-8880; Fax: 312-755-8890</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:info@chicagomsdc.org">info@chicagomsdc.org</a></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Shelia Hill, President</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Evanston Minority Business Consortium, Inc.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P.O. Box 5683</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Evanston, Illinois 60204</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Phone: 847-492-0177</td>
<td></td>
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<tr>
<td>Email: <a href="mailto:embrcinc@aol.com">embrcinc@aol.com</a></td>
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<tr>
<td>Federation of Women Contractors</td>
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<td></td>
</tr>
<tr>
<td>5650 S. Archer Avenue</td>
<td></td>
<td></td>
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<tr>
<td>Chicago, Illinois 60638</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: 312-360-1122; Fax: 312-360-0239</td>
<td></td>
<td></td>
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<tr>
<td>Email: <a href="mailto:FWCCChicago@aol.com">FWCCChicago@aol.com</a></td>
<td></td>
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</tr>
<tr>
<td>Contact Person: Beth Doria</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maureen Jung, President</td>
<td></td>
<td></td>
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<tr>
<td>Hispanic American Construction Industry (HACIA)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>901 W. Jackson, Suite 205</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chicago, IL. 60607</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: 312-666-5910; Fax: 312-666-5692</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Email: <a href="mailto:info@haciaworks.org">info@haciaworks.org</a></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Women’s Business Development Ctr.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>8 S. Michigan Ave, Suite 400</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chicago, Illinois 60603</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: 312-853-3477; Fax: 312-853-0145</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Email: <a href="mailto:wbdc@wbdc.org">wbdc@wbdc.org</a></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Carol Dougal, Director</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
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</tbody>
</table>
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 contractor 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 contractor 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 contractor 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.
I have read and understood the requirements of the City of Evanston Local Employment Program (“LEP”) as set forth in City of Evanston Code Section 1-17-1(C): Local Employment Program. I intend to comply with the program as follows:

Estimated total labor cost = ____________  15% of total labor cost = ___________

______ My total bid, including all alternates, is under $250,000, and the LEP does not apply.

______ My total bid, including all alternates, is equal to or greater than $250,000, and I already employ, and will continue to employ for the duration of the contract for which I am submitting this bid, Evanston residents (residing in zip codes 60201 or 60202) for at least 15% of all hours worked at the construction site by construction trade workers.

______ My total bid, including all alternates, is equal to or greater than $250,000, and I will employ, for the duration of the contract for which I am submitting this bid, through use of the City of Evanston database or otherwise, Evanston residents (residing in zip codes 60201 or 60202) for at least 15% of all hours worked at the construction site by construction trade workers.

______ My total bid, including all alternates, is equal to or greater than $250,000, and I have been unable to comply with the LEP requirements but am willing to work with the City to achieve compliance.

______ My total bid, including all alternates, is equal to or greater than $250,000, and after having made sincere attempt to comply as noted below, I seek a waiver on a portion or all of the LEP requirements on this contract. Complete next section “Reasons for Waiver Request” below.

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

WAIVER WILL BE GRANTED ONLY AFTER SINCERE ATTEMPT TO COMPLY*

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

1. I have made sincere attempt as otherwise indicated below, but have nonetheless been unable to comply.
   a. I do or will employ Evanston residents for the project, but such employment amounts to ____% of total labor cost.

2. The nature of the job is so technical that after having made sincere attempt as otherwise indicated below, I have been unable to locate any Evanston residents qualified to perform any aspects of the work. Please describe applicable job requirements/qualifications. Attach separate sheet if necessary:

   __________________________________________
   __________________________________________

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

3. I have utilized the local resident database and otherwise worked with the City in attempt to hire Evanston residents in compliance with LEP on this project, and have nonetheless been unable to comply;

4. I have placed one or more ads in a local newspaper seeking to hire Evanston residents in compliance with LEP on this project, and have nonetheless been unable to comply; and

5. If I am utilizing union labor, I have contacted Chicagoland labor unions to request Evanston residents for employment in compliance with LEP on this project, and have nonetheless been unable to comply.

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

SIGNED:

_________________________________________  ______________________________  ______________
Signature                                Printed Name and Title             Date

On behalf of Company: ________________________________
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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EXHIBIT J

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.

<table>
<thead>
<tr>
<th>Category Number</th>
<th>Name of Subcontractor</th>
<th>Address and Telephone</th>
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</tbody>
</table>

(Attach additional sheets as required)

END OF SECTION
EXHIBIT K

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 L

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

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

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

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

List exceptions in the area below:

______________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

Authorized Signature: ____________________________  Company Name: ____________________________

Typed/Printed Name and Title: __________________________  Date: ____________________________
CONTRACTOR SERVICES AGREEMENT

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

2020 Dutch Elm Disease Prevention Program

(BID #20-14)

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
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services and Duties of the Contractor</td>
<td>1</td>
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<td>Standard Certifications</td>
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<td>Additional Services/Change Orders</td>
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<td>Bonds</td>
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<td>Liquidated Damages in the Event Contractor Fails to Complete the Work</td>
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<td>The City’s Responsibilities</td>
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<td>Notice and Cure/Termination</td>
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<tr>
<td>Notice</td>
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<td>Severability</td>
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<td>Execution of Agreement</td>
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<td>Counterparts</td>
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<td>Time of Essence</td>
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RECITALS

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

[Insert whatever project specific background and language is appropriate]

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

a) City of Evanston RFQ/RFP/Bid ________, attached as Exhibit A.

b) Contractor’s response to RFQ/RFP/Bid ________, attached as Exhibit B.

c) Any subcontractor subcontracts related to this Agreement, attached as Exhibit C.

d) Project Fee Schedule and hourly rates, attached as Exhibit D (if appropriate).

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

1 Services and Duties of the Contractor

1.1 The Contractor shall perform professional services and provide equipment (the “Work”) in accordance with Exhibits A, B, C and D. The Contractor retains the right to control the manner of performance of the services provided for in this Agreement and is an independent contractor and not agent or an employee of the City. All employees and 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, and the plans, specifications, general conditions, drawings addenda, and modifications thereto;
c) The Contractor’s response to the RFP/RFQ/Bid;
d) Other exhibits and schedules, if any, listed in this Agreement;
e) Amendments or Other Contract Documents, if any; and
f) Amendments/Modifications to this Agreement issued after execution thereof.

1.16 As a condition of receiving payment, Contractor must (i) be in compliance with the Agreement, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). Contractor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; [http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx](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:

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

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

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

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

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

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

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

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

7.2.1 Phase X: [Phase name here.]
7.2.2 Phase X: [Phase name here.]
7.2.3 Phase X: [Phase name here.]

8 Payment for Services and Reimbursements

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

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

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

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

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

with a copy to:

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

9 Notice and Cure/Termination

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

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

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

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

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

9.3 Within thirty (30) days of termination of this Agreement, the Contractor shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCad Version 2007, 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
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 in accordance with the requirements of this Agreement, or where defects in materials or workmanship may appear, or be in need of repair, the Contractor shall correct non-conforming and/or defective work or materials promptly after receipt of written notice from the City. Contractor shall immediately at its own expense repair, replace, restore, or rebuild any such Work. This remedy is in addition to any other legal or equitable remedies the City may have under this Agreement or the law.

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

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

17 Savings Clause

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

18 Non-Waiver of Rights

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

19 Entire Agreement

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

20 Governing Law

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

21 Ownership of Contract Documents

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

22 Notice

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

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

if to the Contractor:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

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

23 Severability

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

24 Execution of Agreement

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

25 Counterparts

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

26 Authorizations

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

27 Time of Essence

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

CONTRACTOR

By: _______________________________
Name: _______________________________
Its: _______________________________
Date: _____________

CITY OF EVANSTON

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

Approved as to form:

By: _______________________________
    Kelley Grandurski
Its: Corporation Counsel

Revision: June 2020
**EXHIBIT N**

**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 |

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