

CITY OF JOLIET  
WILL COUNTY, ILLINOIS  
CITY OF JOLIET  
SPECIFICATIONS, PLANS, CONTRACT PROPOSAL,  
CONTRACT AND CONTRACT BOND

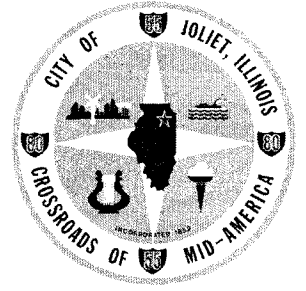
FOR THE

WELL 23D REHABILITATION-2017

CONTRACT NO. 2213-1216

<p><b>APPROVED</b> DEPARTMENT OF PUBLIC UTILITIES <i>James E. Eggen</i> _____ DIRECTOR OF PUBLIC UTILITIES  DATE <u>October 27</u>, 2016</p>	<p><b>SUBMITTED BY</b>  _____ CONTRACTOR'S NAME  _____ ADDRESS</p>
<p><b>APPROVED</b> DEPARTMENT OF PUBLIC UTILITIES <i>Ron Mey</i> _____ PUBLIC UTILITIES ADMINISTRATOR  DATE <u>October 28</u>, 2016</p>	<p>_____ CITY AND STATE  _____ PHONE  DATE _____, 2016</p>

DEPARTMENT OF MANAGEMENT & BUDGET  
PURCHASING DIVISION  
MARGARET E. MCEVILLY  
PURCHASING/CONTRACTS ADMINISTRATOR  
PHONE: 815/724-3925  
FAX: 815/724-3929  
[mmcevilly@jolietcity.org](mailto:mmcevilly@jolietcity.org)



Prospective Bidders:

Enclosed are bid documents which may be of interest to your company.

Please note the date as to when these bids will be opened.

THIS BID DOCUMENT MUST BE RETURNED INTACT (THE SAME ORDER AS RECEIVED). FAILURE TO DO SO MAY INVALIDATE YOUR PROPOSAL.

ALL BIDS SHALL BE SUBMITTED IN AN OPAQUE, SEALED ENVELOPE TO THE CITY CLERK, 150 WEST JEFFERSON STREET, JOLIET, ILLINOIS 60432, PRIOR TO THE TIME AND DATE SET FORTH FOR BID OPENING IN THE NOTICE TO BIDDERS. EACH BID SHALL BE ADDRESSED TO THE CITY CLERK AND SHALL BEAR ON THE FACE OF THE ENVELOPE THE NAME OF THE BIDDER, AND A STATEMENT THAT IT IS A SEALED BID, TO BE OPENED FOR THE CONTRACT CONSIDERED, AT THE DATE AND HOUR SET FORTH IN THE INVITATION TO BID.

THE BIDDER SHALL ALSO STATE ON THE ENVELOPE THAT HE/SHE IS IN RECEIPT OF ALL ADDENDUMS TO THE CONTRACT.

ANY QUESTIONS OR CLARIFICATIONS CONCERNING THESE SPECIFICATIONS SHOULD BE DIRECTED TO MARGARET E. MCEVILLY, CONTRACT ADMINISTRATOR, PHONE NO. (815) 724-3925 OR (815) 724-3929 FAX.

ANY ORAL OR WRITTEN COMMENTS RECEIVED FROM ANY OTHER PERSON OTHER THAN THE CONTRACT ADMINISTRATOR, WILL NOT BE CONSIDERED AND ALSO, MAY INVALIDATE YOUR PROPOSAL.

THANK YOU FOR BIDDING.

MAYOR  
Bob O'Dekirk

CITY MANAGER  
James D. Hock

COUNCILPERSONS  
Brooke Hernandez Brewer  
Bettye Gavin  
John E. Gerl  
Larry E. Hug  
Terry Morris  
Pat Mudron  
Jan Hallums Quillman  
Michael F. Turk

PURCHASING/CONTRACTS ADMINISTRATOR  
Margaret E. McEvilly

## **CONTRACT DOCUMENTS**

**PROJECT: WELL 23D REHABILITATION-2017; JOLIET, IL**

**DEPARTMENT: DEPARTMENT OF PUBLIC UTILITIES  
CITY OF JOLIET, ILLINOIS**

**JAMES D. HOCK  
CITY MANAGER**

**MARGARET E. McEVILLY  
CONTRACT ADMINISTRATOR**

LEGAL NOTICE  
CITY OF JOLIET  
ADVERTISEMENT TO BIDS

**CONTRACT NO. 2213-1216**

**PROJECT NAME: WELL 23D REHABILITATION-2016; JOLIET, IL**

The City of Joliet, Illinois, does hereby invite sealed bids for **the Well 23D Rehabilitation project, Joliet, Illinois.**

Bids will be received at the Office of the City Clerk, City of Joliet Municipal Building, and 150 West Jefferson Street, Joliet, Illinois 60432-4156 until **10:00A.M.** local time on, **November 17, 2016**, at which time they will be opened and publicly read aloud.

Those desiring to submit a bid may examine the bid documents and detailed specifications at the City of Joliet Purchasing Division, 150 W. Jefferson St., Joliet, IL 60432 between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday. Electronic copies can be downloaded free of charge at <http://www.cityofjoliet.info/bids-proposals>. All bidders will be required to submit Bid Security in the form of a Certified Check, Cashier's Check or a Bid Bond in the amount of **Ten percent (10%) of the Base Bid**, payable to the City of Joliet.

The City of Joliet has a local qualified bidder ordinance that would apply to this contract. To apply to be a local qualified bidder please go to <http://www.cityofjoliet.info/departments/finance/purchasing/prequalification-process>.

All Bidding Document holders should sign up for RSS feeds at <http://cityofjoliet.info/departments/finance/purchasing/bids-proposals/well-projects> and provide your first and last name and email address to automatically receive addendums. Addendums will also be posted on the City of Joliet's website at <http://www.cityofjoliet.info/bids-proposals>. The potential vendor/contractor remains responsible for obtaining all addenda to the original specification so they should check the specific bid page before submitting a bid to make sure they have received all addendums to a specific contract.

The successful bidder will be required to post performance Security and to provide a Certificate of Insurance as set forth in the Invitation of Bid and the General Terms & Conditions.

Bidders must be prequalified with the City of Joliet to bid this project pursuant to Ordinance 7345. A bidder shall become prequalified in one of the following ways:

1) If a company is currently prequalified by the State of Illinois (via IDOT or the Capital Development Board), such person shall submit a copy of said prequalification to Office of the City Clerk prior to the date and time set for the bid opening.

2) If a company is not State of Illinois prequalified as described above, they shall submit a City of Joliet Prequalification Form and a financial statement. The financial prequalification forms can be obtained from the City of Joliet website at <http://www.cityofjoliet.info/departments/finance/purchasing/prequalification-process>. This prequalification MUST be renewed yearly. The current price for City of Joliet prequalification is \$175, which offsets the costs for independent auditor review of the documents. Those documents are to be submitted to City Clerk's Office, City of Joliet, 150 W. Jefferson Street, Joliet, IL 60432, at least 6 days prior to the bid opening and must be accompanied by \$175 and need to be updated annually. In addition to the form being submitted, a financial statement prepared or certified by a duly certified public accountant should be also submitted. The certified public accountant shall also certify that he/she is presently a duly certified public accountant in the state in which he/she is certified. This financial statement must include the company's latest balance sheet and income statement showing the following items: Current Assets (e.g., cash joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses). The evaluation of the independent auditor shall determine the amount of prequalification. Prequalification shall be valid for a period of twelve (12) calendar months following the date of verification by the

independent auditors.

3) Bids from bidders who have not submitted required prequalification documents as required in subsection (1) or (2) above shall not be opened.

The City of Joliet reserves the right to reject any and all bids, parts of any and all bids, or to waive technical errors or omissions in bids.

**The Contract shall be subject to the provisions of the *Prevailing Wage Act* (820 ILCS 130/1 et seq.) to the extent required by law.**

**ALL BIDS ARE SUBJECT TO THE REQUIREMENTS OF THE CITY OF JOLIET  
PROCUREMENT CODE (Section 2-430 - 2-453 of the Code of Ordinances)**

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BID DOCUMENT FEE: \$50.00 hardcopy or  
electronic download is free

To be published in the Herald News  
**Wednesday, November 2, 2016**

JAMES D. HOCK  
CITY MANAGER

MARGARET E. MCEVILLY  
PURCHASING/CONTRACTS  
ADMINISTRATOR

**This contract is eligible for the local bidder preference ordinance.**

**If you have read all of the documentation, filled out the form found online at**

**<http://www.cityofjoliet.info/departments/finance/purchasing/prequalification-process>, have been prequalified by the City of Joliet as a Local Bidder and wish to be qualified as a local bidder for this contract, please sign this sheet.**

**VENDOR NAME \_\_\_\_\_**

**VENDOR ADDRESS \_\_\_\_\_**

**CITY, STREET, ZIP \_\_\_\_\_**

**CONTACT PERSON \_\_\_\_\_**

**SIGNATURE \_\_\_\_\_**

**PHONE \_\_\_\_\_**

**EMAIL ADDRESS \_\_\_\_\_**

**Complete this form ONLY if you submitted the CITY OF JOLIET LOCAL BIDDER APPLICATION FORM from the above website AND have been approved as a local bidder.**

**Also, please note, there may be other prequalifications that apply to this contract, like Capital Development Board or City of Joliet Financial Prequalification. Please review what is due and note this does not take the place of any of those documents.**

CITY OF JOLIET  
150 WEST JEFFERSON STREET  
JOLIET, ILLINOIS 60432-4158

**WELL 23D REHABILITATION-2017; JOLIET, IL**

User Department: **DEPARTMENT OF PUBLIC UTILITIES**

Date and Time of Bid Opening: **THURSDAY, NOVEMBER 17, 2016, @ 10:00 A.M.**

Bid Security: **10%**

Performance Security: **100%**

Prequalification Required: **YES, IDOT,CDB or City of Joliet**

Insurance: **YES, required. The City of Joliet, and its officers and employees, are to be named as additional insured on a primary and non-contributory basis. Additionally, please provide an endorsement from your insurance carrier confirming the City of Joliet is additional insured, including the provision of legal representation in the defense of claims asserted against the City of Joliet.**

**Bob O'Dekirk  
Mayor**

**JAMES D. HOCK  
City Manager**

**Margaret E. McEvilly  
Contract Administrator**

**Council Members:  
Brooke Hernandez Brewer  
Bettye Gavin  
John E. Gerl  
Larry E. Hug  
Terry Morris  
Pat Mudron  
Jan Hallums Quillman  
Michael F. Turk**

## INSTRUCTION TO BIDDERS

PROJECT: **WELL 23D REHABILITATION- 2017; JOLIET, IL**

NOTE: BY SUBMITTING A BID, THE BIDDER WARRANTS THAT HE HAS FAMILIARIZED HIMSELF WITH ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS AS WELL AS THE CITY OF JOLIET PURCHASING ORDINANCE.

### DEFINITIONS:

The following definitions shall apply wherever they appear in the contract documents.

CITY:	CITY OF JOLIET
OWNER:	THE CITY OF JOLIET
BID:	THE OFFER OF THE BIDDER
BIDDER:	ANY INDIVIDUAL, CORPORATION OR PARTNERSHIP WHO SUBMITS A BID.

CONTRACT DOCUMENTS - Invitation to Bid Instructions, General Conditions, Special Provisions, Specifications, Drawings, Addendums, and Proposal (in so far as it is not inconsistent with other contract documents) and Contract Form.

Other definitions shall be as defined in City of Joliet Ordinance 7345 or in other Contract Documents.

### **1. BIDS - GENERAL**

Bids shall be made in accordance with the instructions. Failure to execute proposals as required may, in the discretion of the City, be cause for rejection of the bid.

### **2. FORMS**

Bids shall be submitted on the forms provided by the City of Joliet. Each bid must be submitted bound with all other contract documents.



3. **BLANKS; CORRECTIONS**

All blank spaces on any contract document shall be filled in with typewritten figures or ink. Any erasures or corrections shall be dated and initialed by the bidder.

4. **SUBMISSION**

Bids shall be submitted in opaque sealed envelopes to the City Clerk, 150 West Jefferson Street, Joliet, Illinois 60432-4156, prior to the time and date set forth for bid opening in the Notice to Bidders. Each bid shall be addressed to the City Clerk and shall bear on the face of the envelope the name of the bidder, and a statement that it is a sealed bid to be opened for the contract at the date and hour as set forth in the invitation to bid.

5. **EXECUTION**

Proposals shall be signed by the bidder. If the bidder is a corporation, the proposal shall bear the name of the corporation, signed by an officer authorized to bind the corporation, and sealed with the corporate seal.

6. **WITHDRAWAL**

Bids may be withdrawn previous to the time of the bid opening by written request. However, no bid shall be withdrawn within the thirty (30) day period after the time set for bid opening. Bidders withdrawing their bids prior to the time and date set for bid opening may still submit another bid if done in accordance with these instructions.

7. **WORDS AND FIGURES**

Where amounts are given in both words and figures, the words will govern.

8. **UNIT PRICE**

When unit prices are called for, bids shall include all unit cost items and alternatives shown on the proposal. When an error is made in extending total prices, the unit price will govern.

9. **TAXES**

All bids shall include all applicable taxes. The State of Illinois Sales Tax and Federal Excise Taxes are not applicable to sales made in the City.

**10. NET PRICE**

Bid prices shall be net, including therein transportation and handling charges F.O.B. City of Joliet, and shall further include all charges of whatsoever sort for labor and materials contained in the work or materials designated in the specifications and proposals.

**11. BID SECURITY**

Each bidder shall provide bid security in the amount of at least **Ten percent (10%)** of its base bid. Bid security shall be in the form of a certified check, cashier's check or bid bond issued by a surety licensed to do business in the State of Illinois. Bid security shall be made payable to the order of the City of Joliet. Bid security shall be held to ensure good faith on the part of the bidder and to be applied as liquidated damages should the successful bidder fail to execute all required contract documents or attempt to withdraw the bid prior to execution of the contract.

Personal checks and Company checks are not acceptable bid security and may result in the rejection of the bid as non-conforming.

**12. BID SECURITY RETURN**

All bid security, other than submitted by the successful bidder, will be returned to the respective bidders upon the successful execution of the contract.

**13. INTERPRETATIONS**

Interpretations of the meaning of any item in the Contract Documents shall be valid only if issued in writing by the Owner or the Owner's representative designated in the Contract Documents.

**14. FAMILIARITY WITH CONTRACT DOCUMENTS AND SITE**

Bidders shall examine all contract documents including General Conditions and Specifications, inspect and acquaint himself fully with site conditions (surface and subsurface), working conditions and restraints, if applicable, prior to the submission of his bid.

**15. ALTERNATE EQUIPMENT OR MATERIALS**

- a. Bids shall be evaluated and considered on equipment and/or materials complying substantially with the contract specifications. If any bidder deviates from the contract specifications or provides a substitute for any required equipment and/or material listed in the contract specifications, that bidder shall list such deviations and/or substitutions, including technical data when applicable, in a letter attached to the bid or on a form that may be provided by the City with the bid documents.
- b. Brand names, which may be mentioned in the contract specifications, are used only as a reference to the type and quality of equipment and/or materials desired. However, any deviation from or substitution in a brand name stated in the contract specifications shall be listed as required under paragraph (a) of this section.
- c. The City reserves the right to determine whether any deviations and substitutions listed by the bidder are within the intent of the contract specifications and will reasonably meet the service requirements of the using department.
- d. A bidder's failure to list any deviations from or substitutions in the contract specifications as required under paragraph (a) of this section may result in the rejection of the bid.

**16. DESCRIPTIVE LITERATURE: EQUIPMENT OR MATERIALS**

Each bidder bidding on contracts to furnish equipment or materials shall furnish with his proposal two (2) copies of descriptive literature on the supplies or equipment being bid and manufacturer's specifications shall be in sufficient detail to permit proper evaluation of the bid.

**17. RESPONSIBILITY OF BIDDERS**

No contract will be awarded to any person, firm, or corporation that is in arrears to the City of Joliet, Illinois upon any debt or contract, or who has failed to execute in whole or in part, in a satisfactory manner, any contract with the City of Joliet, or who is a defaulter as to surety or otherwise upon any obligation to the City of Joliet, Illinois.

**18. CITY'S RIGHT TO ACCEPT OR REJECT**

The City of Joliet reserves the right to accept any bid which may be deemed to be in the best interest of the City of Joliet. The City of Joliet further reserves the right to reject any or all bids.

**19. AWARDING OF CONTRACT**

The Contract shall be awarded to the lowest responsible bidder based on criteria as set forth in the City of Joliet Purchasing Ordinance.

**20. ALTERNATE AND MULTIPLE BIDS**

Unless otherwise indicated in these bid documents, the Contractor may not submit alternate or multiple bids as part of this bid package. The submission of more than one bid within a single bid package may be cause for rejection of any or all of the bids of that contractor.

**21. AFFIDAVITS**

The following Affidavits included in these Contract Documents must be executed and submitted with the bid.

# **GENERAL CONDITIONS**

**Please see the City of Joliet Special Provision and General Conditions Booklet Adopted January 1, 2013.**

**Section 2-448(c). Insurance; all construction and demolition contracts.**

- 1) The successful bidder in all construction and demolition contracts shall submit, with other required contract documents, a certificate of insurance, issued by an insurance company licensed to do business in Illinois, indicating the bidder as the insured and naming the City of Joliet (and its officers and employees) as additional insured with right of notice of cancellation for the duration of the contract in at least the following amounts:
  - a) General Liability Insurance – One Million Dollars (\$1,000,000) general liability insurance covering injuries, deaths and property damage.
  - b) Workers Compensation Insurance – amount required by Illinois law.
- 2) The successful bidder shall require the same amounts and coverages as in sub-section (1) from all subcontractors.
- 3) The amounts stated in sub-section (1) (a) shall be doubled for contracts exceeding Five Hundred Thousand Dollars (\$500,000).
- 4) The minimum amount of insurance may be modified and other insurance-related terms and conditions may be required in specific contracts as the Mayor and City Council may deem appropriate.

## GENERAL CONDITIONS – SERVICES

### 1.0 GENERALLY

#### 1.1 DEFINITIONS

The following terms as used in these contract documents are defined as follows:

- a. "City" – City of Joliet, Illinois
- b. "City's Representative" – That person or entity authorized by the City to act, give or receive information and directs the project in the City's behalf within the scope of the contract terms; in this contract.

#### JAMES E. EGGEN, DIRECTOR OF PUBLIC UTILITIES

- c. "Contract Documents" – Includes Notice to Bidders, Instructions to bidders, General conditions, Proposal (only to the extent they do not limit or modify other contract documents), Special Conditions, Specifications, Addenda, Drawings and Contract.
- d. "Contractor" - The person, firm or corporation to whom the contract is awarded by the Owner and who is subject to the terms thereof.
- e. "Subcontractor" - A person, firm or corporation, other than a contractor, supplying labor and materials or labor for work at the site of the project.
- f. "Project" - The entire public improvements proposed by the Owner to be constructed in part or in whole pursuant to the contract.
- g. "Owner" - City of Joliet, Illinois
- h. "Surety" - Any person, firm or corporation that has executed as Surety, the contractor's performance bond securing the performance of the Contract.
- i. "Work" – the construction or installation required or reasonably inferred by the contract documents, including all labor, materials and equipment.

In interpreting the contract documents, words describing materials or words which have well-known technical or trade meaning, unless specifically defined in the contract documents, shall be constructed in accordance with such well known meaning recognized by architects, engineers or the trade.

#### 1.2 INTENT OF THE CONTRACT DOCUMENTS

The contact documents are complimentary and what is called for by any one shall be as binding as if called for by all. The intention of the contract documents is to include

in the contract price the cost of all labor and materials, equipment, transportation and all other expense as may be necessary for the proper execution of the work. If certain contract documents appear to be in conflict, the Contractor shall promptly bring these provisions to the attention of the City and the City shall determine the application provision.

### 1.3 PATENTS

a. The Contractor shall hold and save the Owner and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

b. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner in writing must be reasonable, and paid to the holder of the patent, or his authorized license, directly by the Owner and not by or through the Contractor. Such fee shall be included in the contract price.

### 1.4 PERMITS AND REGULATIONS

a. Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, license and easements for permanent structures or permanent changes in existing facilities shall be secured and paid by the Owner, unless otherwise specified.

b. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified.

### 1.5 SUBCONTRACTS - NOTIFICATIONS

Prior to the beginning of work, the Contractor shall notify the City in writing of the names of the sub-contractors proposed for the principal parts of the work, and shall not employ any sub-contractor that the City objects to as incompetent or unfit.

### 1.6 ASSIGNMENT

The Contractor shall not assign this Contract or any part hereof without prior written consent of the City. No assignment of this Contract shall be effective unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms or corporations rendering such services or supplying such materials.

### 1.7 NOTICE

Where in any of the Contract documents there is any provision with respect to the giving of any notice, such notices shall be deemed to have been given, as to the City, when written notice shall have been delivered personally to the City Clerk, or shall have been placed in the United States mails, postage fully prepaid, addressed to the City Manager of the City of Joliet, 150 W. Jefferson Street, Joliet, Illinois; as to the contractor when written notice shall have been delivered to any officer of the Contractor

or when a written notice shall have been placed in the United States Mails, postage prepaid, addressed to the Contractor, at the place stated in the papers prepared by him to accompany his proposal as the address of this permanent place of business; as to the Surety on the Performance Bond, when a written notice is placed in the United States mails addressed to the Surety at the home office of such Surety or to its agent or agents who executed such Performance bond in behalf of such Surety.

## 2.0 TIME

### 2.1 PROGRESS SCHEDULE

Within two (2) days after the notice to proceed has been issued, the Contractor shall supply to the City a written progress schedule specifying when the various phases of the work are to be completed. Such schedule shall be posted at all times at the site of the work and strictly adhered to.

### 2.2 BEGINNING WORK

The Contractor shall begin the work within five (5) calendar days after the contract has been executed by the City and notice has been given to him.

### 2.3 COMPLETION OF WORK

The Contractor shall fully complete the work to the satisfaction of the City within the time period specified in the proposal. Time is the essence of this agreement. All work shall be prosecuted in an orderly and diligent manner. The Contractor shall cooperate with and conform to the requests of the City to expedite particular portions of the work where such alteration of the Contractor's operation is deemed advisable by the City.

In the event no notice has been given but the work has nevertheless commenced, then such time shall begin to run from the actual commencement of the work.

### 2.4 DELAYS

If the Contractor is delayed in the completion of the work by any act of neglect of the City or by any other Contractor employed by the City, or by strikes, fire, lockouts, unavoidable casualties or any cause beyond the Contractor's control, then the time of completion will be extended for a reasonable time, such reasonable time as the City shall decide. The Contractor shall, within five (5) days from the beginning of any such delay, notify the City in writing of the cause of delay and therein specify the number of days of extension requested. If such request is not made as herein provided, it shall be deemed waived. Weather conditions shall not be a justifiable cause for delay.

### 2.5 PROGRESS REPORTS

No less than bi-weekly, the contractor shall meet with the City's representative on the City's premises to detail performance on the work and to report on compliance or noncompliance with the progress schedule. If in the opinion of the City, the Contractor has fallen behind the progress schedule, the Contractor shall take such steps as may be



necessary to improve the progress. The City may require the contractor to increase the number of shifts or overtime operations without addition to the contract price.

## 2.6 LIQUIDATED DAMAGES FOR DELAY

As actual damages for any delay in completion of the work which the contractor is required to perform under this contract are impossible of determination, and the City and the public will suffer damage from delay in the completion of this contract, the Contractor and his sureties shall be liable for and shall pay to the City of Joliet, Illinois the sum of five hundred Dollars (\$500.00) as fixed, agreed and liquidated damages for each calendar day of unjustified deviation from the date specified in the proposal for completion.

## 3.0 PLANS, SPECIFICATIONS AND DRAWINGS

### 3.1 CONFORMITY

The work shall be executed in strict conformity with the plans, drawings and specifications, and the Contractor shall do no work without drawings and specifications.

### 3.2 AVAILABILITY AT SITE

The contractor shall keep a copy of all plans, drawings and specifications at the work site in good order.

### 3.3 CONSISTANCY

The several parts of the plans, drawings and specifications shall be taken and construed together to explain each other and make the whole consistent.

### 3.4 FIGURED DIMENSIONS TO GOVERN

Dimensions and elevations shown on the plans shall be accurately followed even though they differ from scaled measurements. No work shown on the plans, the dimensions of which are not indicated, shall be executed until necessary dimensions have been obtained from the City's Representative.

### 3.5 FAMILIARITY WITH SITE, PLANS, SPECIFICATIONS AND DRAWINGS

The Contractor represents that he has thoroughly acquainted himself as to the conditions of the site, both surface and subsurface, and with the meaning and accuracy of the plans, specifications and drawings. The Owner shall not be responsible for any claims made by the Contractor due to claimed unfamiliarity or inaccuracies.

### 3.6 ERRORS/AND OMISSIONS

If the Contractor discovers any error or omission in the plans, drawings, or specifications or in the work undertaken and performed by him, he shall immediately notify the City and the City shall promptly verify or correct the plans, drawings and specifications. The Contractor's notification shall be writing and copy of his transmittal shall be forwarded to the Owner.

### 3.7 STANDARD SPECIFICATIONS

Reference to standard specifications of any technical society, organization, or association, or to codes of local, state or federal authorities, shall mean the latest standard, code specification, or tentative specification adopted and published at the date of taking bids, unless specifically stated otherwise.

### 3.8 PRESERVATION OF MONUMENTS AND STAKES

The Contractor shall carefully preserve all monuments, benchmarks, reference points and stakes. In case of his destruction thereof, the Contractor will be charged with the expense of replacement, and shall be responsible for any mistake or loss of time that may be caused. Permanent monuments or benchmarks which must be removed or disturbed shall be protected until they can be properly referenced for relocations. The

Contractor shall furnish materials and assistance for the proper replacement of such monuments or benchmarks.

#### 4.0 ACTUAL PERFORMANCE

##### 4.1 SUPERINTENDENCE

The Contractor shall give his personal superintendence to the work and have at the site of the work at all times a competent foreman, superintendent, or other representative having authority to act for the Contractor.

##### 4.2 EMPLOYEES

The Contractor shall not hire or keep in employment any incompetent employees.

##### 4.3 CONTRACTOR COOPERATION

In the event that more than one Contractor is selected to implement the work, the Contractor agrees that he will cooperate fully with other Contractors. Each hereby agrees to make available to other Contractors all necessary documentation and information to enable the individual installations to be made efficiently and effectively.

##### 4.4 MATERIALS AND WORKMANSHIP – QUALITY

(A) **Materials:** Unless otherwise specifically called for in the specifications, all equipment, materials and articles incorporated in the work covered by this contract shall be new and of the best grade. When called for by the City, the Contractor shall at no cost furnish to the City for approval full information concerning the materials, equipment or articles to be incorporated in the work, including reasonable samples or test results when customary.

(B) **Workmanship:** All work performed shall be performed and accomplished in a first class and workmanlike manner to the satisfaction of the City and in accordance with the best practice and standards recognized in the field.

##### 4.5 MATERIALS AND WORKMANSHIP - GUARANTEE

The Contractor guarantees the equipment, materials, articles and workmanship used in the work or performed to be free from defects, suitable for the purpose intended and merchantable. He shall correct defective work and replace defective materials at his own cost which becomes apparent within one (1) year from the date such defective work or materials should have been reasonably discovered.

##### 4.6 COMPLIANCE WITH LAW, NOTICES, PERMITS

The Contractor shall give all notices required by, and comply with all applicable laws and ordinances of the City or State of Illinois. Should the Contractor fail to observe the aforementioned laws or ordinances and do work at variance with any applicable law or ordinances, the Contractor shall correct the methods of doing such work without cost to the City, even if such deficiency is discovered after the date of final inspection or payment. Upon execution of the contract by the City, the City shall simultaneously issue permits under the jurisdiction of the City necessary for the work to be performed.

#### 4.7 WORKING HOURS

No work shall be done on Sundays, unless special order or permit shall be given by the City.

#### 4.8 SANITARY FACILITIES

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen, as the needs arise.

#### 4.9 USE OF SITE

1. The Contractor shall confine his equipment, storage of materials and operations to the limits prescribed by ordinances or permits, or as may be directed by the City, and shall not unreasonably encumber the site.

2. The Contractor shall comply with all reasonable instructions of the City, and the ordinances and codes of the City regarding signs, advertising, fires, explosives, danger signals, barricades and fire prevention.

#### 4.10 CUTTING AND PATCHING

a. The Contractor shall do all cutting, fitting, or patching of his work that may be required to make his several parts fit together or to receive the work of other Contractors shown upon, or reasonably implied by, the Plans and Specifications for the completed project and he shall make good after them as may be directed by the City.

b. Any cost caused by defective or ill-timed work shall be borne by the party responsible thereof.

c. The Contractor shall not cut, dig, burn, weld to or otherwise alter or modify the work of any other Contractor without the consent of the City.

d. All cutting, fitting or patching shall be accomplished by only skilled tradesmen in their respective craft area.

#### 4.11 EXISTING MATERIALS

All existing materials and equipment removed under this contract shall remain the property of the City and shall be stored, removed or protected by the Contractor as directed by the City.

#### 4.12 CLEANING UP

The Contractor shall at all times keep the site free from accumulations of waste materials or rubbish caused by his employees or the work, and at the completion of the work he shall remove all his rubbish from the site and all his tools, equipment, scaffolding and surplus materials and shall leave his work clean and ready for use. In case of dispute the Owner may remove the rubbish and surplus materials and charge the cost to the Contractor.

#### 4.13 STARTING IN OPERATION

Where required, the Contractor shall furnish a skilled operator to adjust and start all of the equipment installed and to put it in successful operation. After the equipment installed has been satisfactorily adjusted, the operator shall instruct the Owner's operators as to the proper methods of starting, adjusting and caring for the equipment furnished and installed under these specifications.

#### 5.0 SAFETY AND PROTECTION

##### 5.1 PROTECTION OF WORK

The Contractor shall continuously maintain adequate protection of all the work from damage and shall protect the City's and adjacent property from injury arising in connection with his contract.

##### 5.2 CARE OF EXISTING PROPERTY

All sewer, water, gas or other pipes, wires, conduits, trees, shrubbery, fences and structures and other property shall be supported and protected from injury by the Contractor during the work performed under this contract. The Contractor shall be liable for all damages to such structures and property and shall save and keep the said Owner harmless from any liability or expense for injuries, damages or repairs to same.

##### 5.3 ACCIDENT PREVENTION

The Contractor shall exercise all reasonable precaution at all times for the protection of all persons and property and shall be responsible for all damages to person or property, either on or off the site, which occur as a result of his fault or negligence in connection with the prosecution of the work. Final payment or inspection shall not be deemed a waiver or contractor's responsibility. The safety provisions of applicable laws and building and construction codes shall be observed and the contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. Machinery, equipment all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable local laws or such other generally recognized accident prevention manual as is applicable in the trade.

##### 5.4 OSHA

The Contractor shall observe and enforce upon subcontractors all applicable sections of the Occupational Safety and Health Act of 1970 as amended, and shall be subject to inspection by authorized officials for compliance.

##### 5.5 OBSTRUCTION AND RESUMING TRAVEL

Travel upon the highway, streets or upon any intersecting street or alley shall not be hindered or inconvenienced needlessly nor shall any portion of a roadway or street

be opened up nor shall the same be wholly obstructed without the direction of the City, in which latter case the Contractor shall cause plain and properly worded signs announcing the fact to be placed with proper barricades at the nearest cross streets where travel can pass around the same in the shortest and easiest way. Travel may be resumed at the direction of the City upon any part of the street, or portion thereof, where the work has been completed, whenever public necessity or inconvenience may require, and the condition of improvement warrants it.

## 5.6 SPECIAL REQUIREMENTS

### a. FIRE PROTECTION

1. Temporary heating devices which are of the open flame type, with the exposed fuel below the flames and using such fuels as coke, oil, or wood are strictly forbidden. Temporary heating devices shall not be left unattended while being operated at night or non-work days or shifts.

2. All tarpaulins used for enclosures around structures or work areas shall be flam proofed.

### b. GROUNDING OF ELECTRICAL EQUIPMENT

1. All electrical construction equipment, including portable hand tools and all other apparatus, shall be grounded by a separate ground conductor (other than the service cords) or by multiple cord containing separate grounding conductor, all in accordance with requirements of the latest edition of the National Electrical Code.

## 6.0 SUBCONTRACTORS

### 6.1 NO CONTRACTUAL RELATIONSHIP

Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the City.

### 6.2 APPLICABILITY OF CONTRACT DOCUMENTS

The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) and every subcontractor agrees to be bound by the terms of the contract documents as far as applicable to his work, unless specifically noted to the contrary in subcontract approved in writing as adequate by the City.

### 6.3 RESPONSIBILITY OF CONTRACTOR

The Contractor agrees to be fully responsible to the city for the acts or omissions of his subcontractors and of anyone employed directly or indirectly by him or them and this contract obligation shall be in addition to the liability imposed by law upon the contractor.

## 7.0 INSPECTION; CORRECTION

## 7.1 ACCESS; NOTICE

The City shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. The Contractor shall not cover or proceed with the work until such work has been inspected. The Contractor shall give the City adequate notice of readiness for inspection of any work ordinarily requiring inspection.

## 7.2 REJECTION

The City shall have the right to reject materials and workmanship which are defective or require their correction. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be removed from the premises both without charge o the City. If the contractor does not correct such defective work and remove rejected materials within a reasonable time, fixed by written notice, the City may remove them and charge the expense to the Contractor.

## 7.3 INSPECTION AFTER COMPLETION

Should it be considered necessary or advisable by the Owner at any time before acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials for that purpose and the costs thereof shall be charged to the Contractor if the work was covered prior to inspection by the City.

## 7.4 NO WAIVER BY INSPECTION

Neither the inspection of or payment for any provision in the contract documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law and upon written notice and he shall remove any defects due there from.

## 7.5 DECISION OF CITY

The signing of the contract for the work shall be considered the Contractor's agreement to accept the City's decision as final in all matters of workmanship and performance hereunder.

## 8.0 INSURANCE AND BONDS

### 8.1 CONTRACTOR'S INSURANCE

The contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until such insurance required of the subcontractor has been so obtained and approved, and a certificate from the insurance companies shall be filed with the City.

a. Statutory Liability Insurance

Workman's Compensation and Occupational Disease, with statutory limits as prescribed by the State of Illinois and Employer's Liability Insurance with a limit of not less than \$1,000,000.00 for all damage or bodily injury from one or more claims arising from each accident or occupational disease.

b. Comprehensive Liability Insurance

This coverage shall be in the form of Comprehensive Liability Insurance which shall include protection against liability assumed in this contract and shall include protection against liability included in (1.) and (2.) following:

1. Operations and Premises: Liability on account of:

a. Bodily injury to or death of persons or on account of damage to or destruction of property, resulting from execution of work provided for in this contract; or due or arising in any manner from any omission or any act or negligence of the Contractor or any Subcontractor and their respective employees or agents including damage to adjacent property.

b. bodily injury to or death of Contractor or any Subcontractor or any of their respective employees or agents, due to the condition or state or repair of the premises or other property of the City, upon about, or in connection with which any work incidental to the execution of this contract is performed.

c. Destruction or damage to personal or real property including but not limited to destruction or damage to the property of the City and non-parties to this contract.

2. Contractor's PROTECTIVE Liability; Liability for acts or omissions of any subcontractors, the Contractor may employ.

3. Limits of Coverage: Policies for Comprehensive General Liability Insurance under subparagraphs (1.) and (2.) above shall be written in the following limits of liability:

a. Bodily injury, including death resulting there from \$1,000,000.00 for any one person injured or killed and \$1,000,000.00 for any one accident or occurrence where more than one person is injured or killed.

b. Property damage of not less than \$1,000,000.00 as a result of any one accident or occurrence subject to an aggregate limit of not less than \$1,000,000.00.

c. Proof of Insurance

Before commencing work, the Contractor shall submit his Statutory Liability Insurance and Comprehensive Public Liability Insurance policies or certificates of insurance to the City for review and approval. He shall similarly submit his



subcontractor's policies of similar insurance before each commences work. Such insurance will be carried with financially responsible insurance companies, licensed in the State of Illinois and shall be kept in force until the Contractor's work is accepted by the City. Contracts of insurance shall be for the duration of the contract.

d. City as Additional Insured

All policies of insurance required hereunder shall contain an endorsement showing the City of Joliet as an additional insured under said policies.

## 8.2 PERFORMANCE BOND; LABOR AND MATERIAL PAYMENT BOND

The Contractor shall not commence work under this contract until he has obtained and submitted both a Performance Bond and a Labor and Material Payment bond to the City and such bonds have been approved by the City. Such bonds shall cover such performance, labor or materials used in the work whether by the Contractor or by any subcontractor. Said bonds shall remain in full force and effect for the duration of the contract and during the term of any guaranty or warranty period required by the Contract Documents. The performance bond shall be conditioned on the full and faithful performance of the contract according to its terms and shall be in an amount of ONE HUNDRED PERCENT (100%) of the contract price.

## 9.0 ADDITIONAL PERFORMANCE SECURITY

### 9.1 RISK OF LOSS

The City assumes no responsibility for the existence or condition of surface or subsurface structures, property or conditions in the project area not for their continuance in the condition existing at the time of issuance of the Invitation for Bids or thereafter,. No adjustment or contract price or allowance for any change in conditions or unknown conditions shall be made.

### 9.2 HOLD HARMLESS

Contractor shall indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City from any and all claims, demands. Suits, actions or proceedings of any kind or nature, including Workmen's Compensations Claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection of the performance of this contract, including operations of subcontractors and acts or omissions of employees or agents of Contractor or his subcontractors. The City shall have the right to estimate the amount of such claims, demands, suits, actions or proceedings for damage or injuries and pay the same, and any amounts so paid shall be deducted from the money due the contractor under this contract, or the whole or so much of the money due or to become due the Contractor under this contract, as may be considered necessary by the City, shall be retained by the City until such claims, demands, suits, actions or proceedings shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the City, Insurance coverage specified in these general specifications constitutes the minimum requirements and said requirements shall not lessen or limit the liability of Contractor under the terms of the Contract.

Contractor shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the work.

### 9.3 TERMINATION

a. In the event the Contractor voluntarily petitions for bankruptcy, or is adjudged bankrupt or makes a general assignment for the benefit of his creditors or if a receiver is appointed on account of his insolvency, or in the event that any of the provisions of this contract are violated by the Contractor or by any of his subcontractors or the City reasonably believes such violation is likely, the City may serve written notice upon the contractor and the Surety of the intention to terminate such contract. Such notice shall contain the reasons for such intent to terminate the contract. Unless within five (5) days after the serving of such notice upon the contractor such violation shall cease and arrangements satisfactory to the City for correction be made, the contract shall upon expiration of said five (5) days cease and terminate with no further notice. In the event of any such termination, the City shall immediately serve notice thereof upon the Surety, and the surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within seven (7) days from the date of the mailing to such Surety notice of termination, the City may take over the work and prosecute the same completion at the expense of the Contractor, and the contractor and his Surety shall be liable to the City for any excess cost occasioned to the City thereby, and in such event the City may take possession of and utilize in completing the work, such materials and equipment including those of the Contractor as may be on the site of work and necessary therefore.

b. In the event of termination, the Contractor shall pay to the City, all costs over and above the contract price expended by the City in the completion of the work and this obligation shall survive the termination of the contract. Such payment shall not preclude or waive the City's entitlement to additional damages or be construed as an election of remedies.

### 9.4 CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

In addition to the payments to be retained by the City under the other provisions of these General conditions, the City may withhold a sufficient amount of any payment otherwise due to the Contractor to cover the following:

1. For claims arising in and from the performance of the work on the project under this contract.

2. For defective work not remedied.

3. For failure of the Contractor or subcontractors to make proper payments to his subcontractors and suppliers. The City shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. The City will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor, and such payments shall be considered as payment made under the contract. The City shall not be liable to the contractor for any such payment made in good faith.

## 10.0 CHANGE ORDERS

### 10.1 CHANGE ORDER / DEFINED

A change order is defined as a written order by the City to the Contractor, issued after a contract has been executed, authorizing a change in the work to be performed thereunder, the amount of money to be paid under the contract, or the time within which the contract must be performed.

### 10.2 AUTHORITY TO BIND CITY

The City will be bound by and liable for only those change orders executed in the following manner:

a. The City Manager or his designee is hereby empowered to execute the following change orders:

i. Change orders which do not alter the scope or cost of the project.

ii. Change orders which result in a reduction in cost, but do not alter the scope or quality of the project.

b. The City Manager or his designee is empowered to execute the following change orders without prior approval by the City Council, provided, however, he shall report such change orders to the City Council within two (2) weeks of such execution:

i. Change orders which result from emergency situations, defined as:

a. Any clear and present danger or hazard to health, safety or welfare, or;

b. A condition which would require the cessation of work on the project, if not immediately executed.

ii. Change orders which result in an additional project cost, if the accrued costs of all change orders to date does not exceed the lesser of \$5,000.00 or ten percent of the original cost.

a. All change orders not included in (a.) or (b.) above shall be effective only after prior approval by a majority of the Council and the holding office. If such approval is given, the City Manager is hereby authorized to execute the change orders.

### 10.3 METHOD

The City, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from, the work. The contract sum shall be adjusted by the unit prices contained in the contract or if unit prices are not contained therein, by written agreement of the contractor and the City. All such work shall be executed under

the conditions of the original contract except that any claim for extension of time caused thereby shall be effective except with the prior written consent of the City, except that verbal change orders may be authorized in emergency situations as defined herein.

#### 10.4 WAIVER

The Contractor hereby waives any compensation for any change performed in the work which is not authorized as provided for herein.

#### 11.0 PAYMENTS

##### 11.1 APPLICATION FOR PARTIAL PAYMENTS; WAIVERS

The Contractor shall submit to the City applications for payment for work performed and materials incorporated in the work during the month, prior to the last day of the month following the month in which such work was performed. Such applications shall be accompanied by waivers or the equivalent from suppliers of work or materials stating that such work or materials have been paid for by the Contractor. By submitting an application for payment, the Contractor warrants that all employees, subcontractors, and materialmen have been paid to date for the labor and materials contained in the application.

##### 11.2 PAYMENT OF EMPLOYEES; PREVAILING WAGE RATES

The Contractor and each of his subcontractors shall pay each of his employees engaged in the work under this contract in full (less deductions made mandatory by law) in cash and not less than every fifteen (15) days. The Contractor shall further comply with Illinois Revised Statutes, Chapter 48, Paragraphs 385-1 through 395-12, in the matter of prevailing wage rates. No claim for extra payment under this contract will be allowed on account of strikes, renegotiation of labor contracts or other labor related negotiations, it being agreed by the parties hereto that such matters were foreseeable by the Contractor and taken into account in the submission of his offer.

##### 11.3 PARTIAL PAYMENTS BY THE CITY OF JOLIET

Not later than forty-five (45) days following the submission of the application for payment, the City shall pay to the Contractor for the amount of the work contained in the application which has been found by the City to have been actually performed less ten (10%) of such amount which shall be retained until final payment less other deductions authorized to be retained by other sections of these General Conditions.

##### 11.4 FINAL PAYMENT

After final inspection by the City, the Contractor shall prepare his application for final payment and submit it to the City for approval. The application for final payment shall contain the total cost of the work as set forth in the proposal less all previous payments to the Contractor and be adjusted by the cost of all authorized change orders. Such application shall have attached thereto final lien waivers or the equivalent for all labor and materials incorporated into the work from all persons having supplied labor and materials under this contract. The City shall pay to the Contractor, not later than forty-five (45) days after such application is made, the amount which the City finds to be

after such application is made, the amount which the City finds to be due and owing less deductions authorized by these General Conditions.

#### 11.5 NO WAIVER

Neither by partial or final payment will the city be deemed to have waived any remedy for defective work or negligence on the part of the Contractor or any other portion of the contract which by its nature survives after the time of final payment.

#### 12. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail or apparent omission from it as detailed description concerning any point shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best materials or workmanship are to be used.

#### 13. CONTRACT QUANTITIES

a. Specific Quantities: Where quantities are specifically stated in the Contract Documents, the Contractor shall deliver and the City shall pay for only such quantities as therein stated.

b. Requirements: Where quantities are stated in the Contract Documents in terms of requirements, the contractor shall deliver all such quantities as ordered by the City with the contract period at the unit price or prices bid.

c. Estimated Quantities: Where quantities are stated in the Contract Documents in terms of estimated quantities, the Contractor shall supply that quantity as specified by the City within the limits of more or less than ten percent (10%) of the estimate quantity so specified.

#### 14. NO USE OF CITY'S NAME:

The Contractor is specifically denied the right of using in any form or medium the name of the City for public advertising unless express written permission is granted by the City.

#### 15. NEW PARTS and MATERIALS; TITLE:

Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, either in part or in whole, except where the specifications explicitly provide therefore. Further, the Contractor warrants that it has lien free title to all equipment, supplies or materials purchased under the terms of this contract.

#### 16. SUBLETTING OF CONTRACT or CONTRACT FUNDS:

It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contractor his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the City, and in no case shall such consent relieve the Contractor from his obligations, or change the terms of the Contract.

17. DEFAULT:

The Contract in whole or in part may be terminated by the City by sending written notice of default to the Contractor upon non-performance or violation of contract terms and the award by made to next low bidder, or articles specified may be purchased on the open market. In either event, the defaulting Contractor and his surety shall pay to the City the costs in excess of the defaulted contract prices; provided, that the Contractor shall continue the performance of his contract to the extent not terminated under the provisions of this clause. The Contractor shall be given seven (7) days written notice prior to such termination.

18. DISPUTES:

Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Purchasing Agent who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Purchasing Agent shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Purchasing Agent a written appeal addressed to the City Manager. The decision of the City Manager or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be offered an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Purchasing Agent's decision.

19. DELIVERY:

a. Shipping Instructions – Consignment: Unless otherwise specified in the bid each container delivered under this contract must be plainly stencil marked or securely tagged, stating the Contractor's name and purchase order number upon which furnished and delivery address, as indicated in the order. In case of carload lots, the Contractor shall tag the car, stating contractor's name and purchase order number. Any failure to comply with these instructions will place the material or equipment at the Contractor's risk. Deliveries by rail, truck, or otherwise, must be within the hours of 9:00 a.m. and 4:00 p.m. and in ample time before closing. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the Purchasing Agent.

b. Responsibility for Supplies Rendered: The contractor shall bear the risk of loss for the materials, equipment, or supplies covered by contract until they are delivered at the designated point, and the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor within five (5) days after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery.

Upon failure to do so within ten (10) days after date of notification, the City may return the rejected materials or supplies to the Contractor at his risk and expense.

c. Inspections: Inspection and acceptance of materials, equipment, or supplies will be made after delivery at destination, herein specified. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the specifications.

d. Inspection at Premises: The City reserves the right to have inspectors on the premises of the manufacturers during the process of manufacture of any products being furnished under this contract, for as long as may be considered necessary. All expenses of the inspectors shall be borne by the City, unless otherwise specified.

The presence of inspectors at the site of the manufacturers of the products shall not relieve the contractors of responsibility for faulty workmanship of materials which may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications.

e. Compliance: Delivery must be made as ordered and in accordance with the bid or as directed by the City. If no delivery instructions appear on an order, it will be interpreted to mean prompt delivery required. The decision of the City as to reasonable compliance with delivery terms shall be final.

f. Delay: Should the Contractor be delayed by the City for any cause, there shall be added to the time of completion, a time equal to the period of such delay caused by the City. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension.

Deliveries are to be made on or before date specified in the Contract Documents. Time is the essence of this contract

g. Point of Destination: All materials shipped to the City must be shipped F.O.B. designated location, City of Joliet, Illinois. If delivery is made by truck, arrangements must be made in advance by the Contractor in order that the City may arrange for receipt of the materials. The materials must then be delivered where directed.

No Truck Deliveries will be accepted on Saturdays, Sundays, or City Holidays, unless previous arrangements have been made.

h. Additional Charges: Unless purchased F.O.B. shipping point and Contractor pre-pays transportation, no delivery charges shall be added to invoices except when express delivery is substituted soon order for less expensive method specified in contract, in such cases, difference between freight or mail and express charges may be added to invoice.

i. Method and Containers: Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to insure acceptance by common or other carrier for safe transportation, at the lowest rate, to the point of delivery. Containers become the property of the city unless otherwise definitely specified by bidder.

j. Weight Checking: Deliveries shall be subject to re-weighing over official sealed scales designated by the City. Payment shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the City.

k. Replacement: Materials or components that have been rejected by the City shall be replaced by the Contractor at no cost to the City.

l. Rejected Shipments: All materials or equipment delivered and not conforming in every way to the Contract Documents shall be rejected. Such rejected shipments shall be removed within five (5) working days from City premises at the Contractor's expense and be replaced at no cost to the City with a shipment that meets specifications. The decision of the City as to quality or quantity of the delivery will be considered final.

m. Packing Slips or Delivery Tickets: All shipments or deliveries shall be accompanied by packing slips or delivery tickets, and shall contain the following information for each item delivered:

- The Purchase Order Number
- The Name of the Article and Stock Number (Supplier's)
- The City Identification Number
- The Quantity Ordered
- The Quantity Back Ordered
- The Name of the Contractor

n. Invoices: Unless otherwise specified, vendor must submit single invoice copies for each shipment. If shipment is made by freight or express, original bill of lading properly receipted must be attached to invoice. Mail all invoices to:

City of Joliet  
Finance Department, Purchasing Division  
150 W. Jefferson Street  
Joliet, IL 60431

o. Delivery Failures: Failure of a Contractor to deliver within the time specified, or within reasonable time as interpreted by the City, or failure to make replacements of rejected articles when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Contractor shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of contract prices. Such purchases shall be deducted from contract quantities. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City.

p. Non-Liability: The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transporting carrier, act of God, act of Government, act of an alien enemy or any other circumstances which the City's sole discretion are beyond the control of the



Contractor under such circumstances, however, the City may in its discretion, terminate the Contract.

q. Damages for Late Delivery: The City shall, in its sole discretion, deduct the amount of five percent (5%) of the original contract price for each day materials, supplies or equipment are not delivered in accord with the Contract Documents, said sum representing a reasonable sum and shall be construed as liquidated damages and not a forfeiture. If deduction is made under this clause, it shall be in addition to any other remedy under these conditions and not construed as an election.

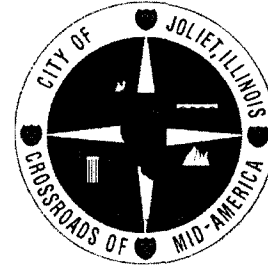
## General Conditions

### TAX EXEMPTION:

- a. The City of Joliet, Illinois, is not liable for the Illinois Retailers Occupation Tax, the Service Occupation Tax or the Service Tax.
- b. Sales to the City of Joliet for materials and services are exempt from State and Local taxes pursuant to Rule 40 of the Illinois Retailers Occupation Tax Rules, issued April 15, 1965. No charge will be allowed for taxes from which the City of Joliet, Illinois, is exempt.
- c. The City of Joliet is exempt from Federal Excise and Transportation Tax. Our FEIN is 36-6088568; our Illinois Tax Exemption Identification Number is E 9992-5631-05.

**MANAGEMENT & BUDGET  
PURCHASING DIVISION**

150 W. Jefferson Street  
Joliet, IL 60432  
(815) 724-3925  
(815) 724-3929 (fax)



**CITY OF JOLIET**

**NOTICE**

The City of Joliet has adopted the Responsible Bidder Ordinance. In addition to any other requirement, unless otherwise expressly stated in a bid solicitation or an award of contract, all bidders must comply with the following requirements in order to submit a bid or be awarded a contract and include satisfactory evidence thereof in its bid.

(1) The bidder must be a duly organized legal entity in good standing with the Illinois Secretary of State and in compliance with all laws prerequisite to doing business in Illinois.

(2) The bidder must have a valid Federal Employer Tax Identification Number or Social Security Number.

(3) The bidder must be an equal opportunity employer and comply with Section 2000(e) of Chapter 21, Title 42 of the United States Code and Executive Order No. 11246.

(4) The bidder shall provide certificates of insurance indicating the following coverages if called for in the bid solicitation: general liability, workers compensation, completed operations, automobile, hazardous occupation and product liability.

(5) The bidder must comply with all provisions of the Illinois Prevailing Wage Act (820 ILCS 130), including wages, medical and hospitalization insurance and retirement for those trades covered in the Act.

(6) All contractors and sub-contractors performing services covered by the Illinois Prevailing Wage Act must submit to the City the certified payrolls required by the Act, as amended by Illinois Public Act 94-0515.

(7) For construction projects (construction of new facilities, renovation of existing facilities or road construction projects) over \$25,000.00, or demolition contracts over \$25,000.00, the bidder must provide apprenticeship and training programs that are either registered with the United States Department of Labor's Bureau of Apprenticeship and Training or are reasonably equivalent to such programs.

**MARGARET E. MCEVILLY**  
Purchasing/Contract Administrator

## **NOTICE TO BIDDERS – ETHICS ORDINANCE AND INSPECTOR GENERAL COMPLIANCE**

The City of Joliet has an Ethics Ordinance (Section 2-333 et seq. of the Code of Ordinances of the City of Joliet) which prohibits any appointed or elected official of the City of Joliet, or any employee of the City of Joliet from receiving or soliciting anything of value to influence that City official or employee in carrying out his or her official duties. The City of Joliet appreciates your anticipated cooperation in refraining from offering any official or employee any thing, item, service, or favor of value to influence that person's decision on any City business. With your cooperation, the City of Joliet will achieve its goal of maintaining a fair and competitive contract procedure that promotes the best interests of the citizens of the City of Joliet. You should report immediately any violation of the Ethics Ordinance to the Inspector General, including any solicitation of a thing of value by a City official or employee. A bidder or contractor's participation or encouragement in the violation of the Ethics Ordinance may result in the rejection of a bid, termination of contract, or declaration of ineligibility to bid on future contracts.

It is the duty of any bidder, proposer, consultant, subcontractor, applicant for pre-qualification for a City contract, applicant for local bidder certification, and all officers, directors, agents, partners and employees of any bidder, proposer, consultant, subcontractor, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to City of Joliet Ordinance 2-180, et. seq.. Any of the aforementioned parties understands and will abide by all provisions of the aforementioned Ordinance. All contractors must inform subcontractors of the provision and require understanding and compliance with it.

A copy of the City of Joliet Ethics Ordinance and all other City Ordinances are available in the City Clerk's office or on the City website for your review.

## **BID SECURITY**

Bid Security is required by all bidders as a deposit of good faith, insuring that the bidder will enter into (execute) a contract at the proposed amount, within the time-frame set forth. Bid Security is reasonable, and in most instances, not in excess of ten percent (10%) on all bids involving proposed amounts in excess of Five Thousand Dollars (\$5000.00).

A prospective Bidder, submitting a Bid to the City of Joliet, in accordance with Ordinance 7345, shall provide Bid Security in the amount specified in the Bid Documents, and only in the following forms:

Bid Bond or Certified Funds, i.e., Cashier's Check or Money Order

**Personal Checks, Company Checks are NOT allowed. Failure to adhere to these guidelines could result in rejection of the submitted proposal.**

October 28, 2016

Margaret E. McEvelly  
Purchasing/Contracts Administrator  
City of Joliet

# Will County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac
Trng											
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====
=====											
ASBESTOS ABT-GEN 0.500		ALL		39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000
ASBESTOS ABT-MEC 0.720		BLD		36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000
BOILERMAKER 0.400		BLD		47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000
BRICK MASON 1.030		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000
CARPENTER 0.630		ALL		44.350	48.790	2.0	2.0	2.0	11.99	18.47	0.000
CEMENT MASON 0.500		ALL		41.000	43.000	2.0	1.5	2.0	10.00	20.39	0.000
CERAMIC TILE FNSHER 0.770		BLD		36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000
COMMUNICATION TECH 0.720		BLD		33.000	34.500	1.5	1.5	2.0	13.92	11.69	1.410
ELECTRIC PWR EQMT OP 0.460		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000
ELECTRIC PWR GRNDMAN 0.370		ALL		37.050	52.500	1.5	2.0	2.0	8.630	12.28	0.000
ELECTRIC PWR LINEMAN 0.460		ALL		47.500	52.500	1.5	2.0	1.5	10.76	14.87	0.000
ELECTRICIAN 1.200		BLD		40.000	43.600	1.5	1.5	2.0	14.77	16.39	0.000
ELEVATOR CONSTRUCTOR 0.600		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060
GLAZIER 0.940		BLD		40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000
HT/FROST INSULATOR 0.720		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000
IRON WORKER 0.780		ALL		41.000	42.000	2.0	2.0	2.0	10.04	21.41	0.000
LABORER 0.500		ALL		39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000
LATHER 0.630		ALL		43.350	47.690	2.0	2.0	2.0	11.85	17.47	0.000
MACHINIST 0.000		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850
MARBLE FINISHERS 0.620		ALL		32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000
MARBLE MASON 0.780		BLD		43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000
MATERIAL TESTER I 0.500		ALL		29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000
MATERIALS TESTER II 0.500		ALL		34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000
MILLWRIGHT 0.630		ALL		44.350	48.790	2.0	2.0	2.0	11.99	18.47	0.000

OPERATING ENGINEER 1.250	BLD 1	48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	BLD 2	46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	BLD 3	44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	BLD 4	42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	BLD 5	51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	BLD 6	49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	BLD 7	51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	FLT 1	53.600	53.600	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	FLT 2	52.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	FLT 3	46.400	53.600	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	FLT 4	38.550	53.600	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	FLT 5	55.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	FLT 6	35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900
OPERATING ENGINEER 1.250	HWY 1	46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 2	45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 3	43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 4	42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 5	41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 6	49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 7	47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900
PAINTER 0.770	ALL	41.750	46.500	1.5	1.5	1.5	11.50	11.10	0.000
PAINTER SIGNS 0.000	BLD	33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000
PILEDRIVER 0.630	ALL	44.350	48.790	2.0	2.0	2.0	11.99	18.47	0.000
PIPEFITTER 1.780	BLD	46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000
PLASTERER 1.020	BLD	43.430	46.040	1.5	1.5	2.0	13.05	14.43	0.000
PLUMBER 0.880	BLD	46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000
ROOFER 0.530	BLD	41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000
SHEETMETAL WORKER 0.820	BLD	44.720	46.720	1.5	1.5	2.0	10.65	13.31	0.000

SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550
STONE MASON	BLD	43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
<del>SURVEY WORKER</del>	<del>---</del>	<del>---</del>	<del>---</del>	<del>---</del>	ALL		37.000	37.750	1.5	1.5 2.0
		12.97	9.930	0.000						0.500
TERRAZZO FINISHER	BLD	38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720
TERRAZZO MASON	BLD	41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940
TILE MASON	BLD	43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990
TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	ALL 1	35.650	36.200	1.5	1.5	2.0	7.250	6.319	0.000	0.250
TRUCK DRIVER	ALL 2	35.800	36.200	1.5	1.5	2.0	7.250	6.319	0.000	0.250
TRUCK DRIVER	ALL 3	36.000	36.200	1.5	1.5	2.0	7.250	6.319	0.000	0.250
TRUCK DRIVER	ALL 4	36.200	36.200	1.5	1.5	2.0	7.250	6.319	0.000	0.250
TUCK POINTER	BLD	43.800	44.800	1.5	1.5	2.0	8.280	13.49	0.000	0.670

Legend: RG (Region)

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

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)



# Explanations

WILL COUNTY

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

## EXPLANATION OF CLASSES

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

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

## CERAMIC TILE FINISHER

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

including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS TECHNICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice, sound and vision production and reproduction, telephone and telephone interconnect, facsimile, equipment and appliances used for domestic, commercial, educational and entertainment purposes, pulling of wire through conduit but not the installation of conduit.

#### MARBLE FINISHER

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

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

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

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle

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

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges;

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

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

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

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

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

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

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

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

#### TERRAZZO FINISHER

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

#### Other Classifications of Work:

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

#### LANDSCAPING

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

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

**WELL #23D REHABILITATION SPECIFICATIONS  
CITY OF JOLIET PUBLIC UTILITIES**

**GENERAL**

**SCOPE OF WORK**

The work to be done hereunder includes the furnishing of all labor, material, transportation, tools, supplies, plant, equipment and appurtenances unless hereinafter specifically accepted, necessary for the complete and satisfactory removal and repair of the vertical turbine well pump from well 23D at 2110 Theodore Street, Joliet, IL.

**PERMITS, CERTIFICATES, LAWS AND ORDINANCES**

The Contractor shall, at his own expense, procure all permits, certificates and licenses required of him by law for the execution of the work. He shall comply with all federal, state or local laws, ordinances or rules and regulations relating to the performances of the work.

**LOCATION**

The well to be serviced is located at 2110 Theodore Street in the City of Joliet, Will County, Illinois. The well is identified as Joliet Well 23D.

**LOCAL CONDITIONS**

Any information regarding subsurface conditions is intended to assist the Contractor in preparing his bid. However, the Owner does not guarantee its accuracy, nor that it is necessarily indicative of conditions to be encountered in repairing the well hereunder, and the Contractor shall satisfy himself regarding all local conditions affecting his work by personal investigations, and neither the information contained in this section nor that derived from maps or plans or from the owner or his agents or employees, shall act to relieve the Contractor from any responsibility hereunder or from fulfilling any and all of the terms and requirements of his contract.

**BOUNDARIES OF WORK**

The Owner shall provide land or right-of-way for the work specified in this contract and make suitable provisions for ingress and egress, and the Contractor shall not enter on or occupy with men, tools, material, or equipment, any ground outside the property of the owner without the written consent of the owner of such ground. Other contractors and employees or agents of the owner may for all necessary purposes enter upon the work and premises used by the Contractor, and the Contractor shall conduct his work in

a manner so as not to impede unnecessarily any work being done by others on or adjacent to the site.

### PROTECTION OF THE SITE

Excepting as otherwise provided herein, the Contractor shall protect all structures such as walks, pipelines, trees, shrubbery and lawns during the progress of his work; shall remove from the site all cuttings, drillings, debris and unused materials; upon completion of the work, restore the site to as nearly possible to its original condition, including the replacement, at the Contractor's sole expense of any facility or landscaping which has been damaged beyond restorations to its original condition or destroyed. Water pumped from the well shall be conducted to a place where it will be possible to dispose of the water without damage to property or the creation of a nuisance.

### GENERAL DESCRIPTION OF THE WELL

The well was originally drilled in 2005 by the Layne-Western Company. The current pumping equipment is as follows:

400 Horsepower Byron-Jackson submersible electric motor  
Byron Jackson Type 11MQH  
8" suction pipe & strainer  
Design point 800 GPM @ 1080 feet TDH @ 1769 RPM

The well log is as follows:

0 -- 27	24" well casing
0 -- 1050	18" well casing
1050 -- 1655	17" open bore

This well was last serviced in July 2016 by Layne Christensen Company LLC, Illinois.

### COMPETENT WORKMAN

The Contractor shall employ only competent workmen for the execution of this work. And all such work shall be performed under the direct supervision of a licensed Water Well and Pump Installation Contractor as defined by the Illinois "Water Well and Pump Installation Contractor's License Act."

### GUARANTEE



The Contractor shall guarantee his work against any defect in material or workmanship. This guarantee shall continue for a period of one calendar year from the date of final payment.

#### LIQUIDATED DAMAGES FOR DELAYS

See section 2.6 of the GENERAL CONDITIONS.

#### HOURS OF WORK

The Contractor shall maintain a 40 hour week / 8 hour day for this contract. No second shift operations will be allowed due to the proximity of the homes. No work shall commence earlier than 7:00 A.M. without approval from the City of Joliet

#### START OF WORK

The Contractor shall not begin at this well site until all materials are on hand and the City issues an order to proceed. The contractor agrees herein to maintain the bid prices until at least July 1, 2017.

#### PROCEDURE

##### MOBILIZATION

Mobilization shall include mobilization of men, equipment and materials; set up of the service equipment; removal of the well cap; and provide protection of stored equipment and appurtenances.

The Owner shall arrange to de-energize the electrical power supply to this motor. The successful bidder shall notify the City of Joliet a minimum of 48hrs prior to mobilization.

This work shall be paid for at the contract lump sum price for "MOBILIZATION".

##### WELL PUMP REMOVAL

Removal shall include the removal of the column pipe assembly, airline, power cable, well pump and suction pipe and strainer. It is anticipated that the well pump can be removed intact from the well with no extraordinary measures required. Any additional work required to retrieve detached portions of the well pump shall be paid for on the basis of force accounts of labor, materials, and equipment actually used for such retrieval.

The column pipe and airline shall be dismantled into 20-foot nominal lengths and neatly racked on the site. Column pipe shall be checked for failing faces, galled threads and other defects. Any defects shall be immediately called to the Owner's attention. Defective parts shall be replaced as specified elsewhere.

All components shall be reassembled and prepared for reinstallation.

This work shall be paid for at the contract lump sum price for "WELL PUMP REMOVAL".

#### MEASUREMENT OF WELL

Measurement of the well shall include measurement of the well's static level and total depth. It shall also include the televising of the entire well bore by a submersible television camera specifically designed for well inspection. The Contractor shall water flood the well for a period of not less than 24 hours prior to televising the well. The Owner shall make water available to the Contractor. A DVD format videotape of the entire televising process shall be made and become the property of the Owner.

**This shall include two (2) T.V. surveys one before development and one after.**

The Contractor shall employ a subcontractor suitable to the Owner. The contractor shall obtain written approval from the Owner for the subcontractor before the work is performed.

This work shall be paid for at the contract lump sum price for "MEASUREMENT OF WELL."

#### WELL PUMP AND MOTOR REHABILITATION

The existing motor is a Type H Byron Jackson motor therefore Layne Christensen Company, the authorized factory certified representative, shall be called for decommissioning when the pump is to the surface. Layne Christensen Company will have 24hrs from notification to respond and remove the pump and motor from the hole. The pump and motor will be taken to Layne Christensen repair facility for further inspection. The City of Joliet will pay all associated expense to Layne Christensen Company for the work performed to the pump and motor.

This work shall be paid for on the basis of actual labor, material, and services actually required to return the motor to service. The Contractor shall supply a detailed listing of the items used and the costs thereof. The Contractor shall be allowed a 15% markup, over documented actual cost, to cover overhead and related expenses.

An amount of \$20,000.00 has been entered on Proposal Page 2, representing the anticipated maximum cost to return the motor to service. The Contractor shall use this amount when preparing his bid and in calculating the amount of his performance security.

This work shall be paid for at the actual costs plus 15% for "WELL MOTOR REHABILITATION".

### CLEANOUT OF WELL

If the measurement of the well indicates that cleanout of the well is necessary, the Owner shall direct the Contractor to clean out the well. The Contractor shall provide an hourly rate for all labor and equipment required to clean out the well.

The Contractor shall clean out the well utilizing equipment with a minimum capability of handling 2000' of 1" cable. The equipment shall be furnished complete with sand pumps (7", 9" and 11"), and all other items normally required for the operation of sand bailing. There shall be no compensation due the Contractor for transportation or use of any standard drilling or bailing equipment.

The Contractor shall provide a receptacle to which bailed sand shall be discharged. The Contractor shall dispose of the bailed sand.

This work shall be paid for at the contract hourly rate for "BAILING OF SAND."

### REINSTALLATION OF WELL PUMP

This item shall include accepting delivery of pump and motor from City's pump contractor, reinstalling the submersible motor, well pump, column pipe, discharge head, electric cable and airline. Any defective parts shall be replaced under Section 2.

The City's pump contractor shall be responsible for making the motor lead connection to the motor. If a new lead is needed the successful bidder shall be responsible for making the splice.

Two air lines shall extend from the top of the bowl unit to the surface. An altitude gauge reading in feet and a connection for an air pump, shall be furnished. The airlines shall be ¼" O.D., Nylon 11 Thermoplastic Tubing. Tubing shall be Imperial-Eastman Nylon-Seal 44SN-NAT or equal. A 3" altitude gauge, Schraeder valve, and airline shall be incidental to this item.

The Contractor shall reinstall the Pitless spool adapter and all appurtenances. All electrical connections shall be restored by the Owner.

**Note: All tool makes cause by re-installing the pump and motor shall be touched up in the field with paint systems specified in AWWA specification C210-84, "Liquid Epoxy Coating Systems for the interior and exterior of Steel Water Pipelines." All paint products shall be an NSF 61 epoxy coating system.**

This work shall be paid for at the contract lump sum price for "REINSTALLATION."

## DISINFECTION

The well shall be disinfected for a period of 24 hours by placing a sufficient quantity of sodium hypochlorite crystals in the bore to produce a 50-ppm concentration. The solution shall be pumped to waste until no chlorine residual remains.

The contractor shall provide sufficient equipment to de-chlorinate the discharge water prior to discharge to the sewer system.

## PUMP TEST

This item shall include the conducting of a 24-hour duration pump performance test. The Contractor shall provide temporary discharge piping and metering equipment to conduct the water to the well drain line at the well.

The Contractor shall continuously monitor the well for: pumping level, discharge pressure, pumping rate, motor amperage, line voltage and other parameters as required.

A certified pump test report shall be provided to the City as part of this item.

The work shall be paid for at the contract lump sum price for 'PUMP TEST, 24 HOURS.'

If so directed, the Contractor shall be extend the duration of the test. The Contractor shall receive additional compensation at the contract supplemental hourly rate for 'PUMP TEST, ADDITIONAL HOUR.'

## DEMOBILIZATION AND CLEANUP

This item shall be paid for on a lump sum basis. It shall include all costs associated with demobilizing and cleanup of the site.

This work shall be paid for at the contract lump sum price for 'DEMOLIZATION AND CLEANUP.'

## WELL DEVELOPMENT

### AIRLIFTING-SURGING

The Contractor shall employ the high-volume, high-pressure airlift surging method of Development to clean 'out the well of loosened sandstone material. The Contractor shall furnish and install a temporary conductor pipe of 10" minimum inside diameter extending from a surface discharge tee into the sandstone formations that have been selected for airlifting. Conductor pipe stabilizers and welded joint straps shall be used as required. A 4" diameter air pipe shall be installed inside the conductor pipe from the surface discharge tee to within 50' of the bottom of the conductor pipe. The discharge tee shall be equipped with a 20' long horizontal 15-114" minimum 1.0. (16" 0.0.)

discharge pipe to direct the discharge flow from the well during the airlifting so as to minimize any damage to the surrounding area. A positive means shall be provided to close off the conductor pipe discharge to reverse the flow and a separate 16" O.O. discharge pipe shall be installed to direct any flow from the reverse airlifting up the annulus of the well. The Contractor shall furnish and utilize an air compressor for the airlift surging of a minimum size of 1600 cfm air capacity at-800. Psi discharge pressure rating. The Contractor shall furnish the Engineer with the rating of his compressor, certified by the manufacturer. The exact procedure for the airlift surging time, locations of the conductor pipe bottom, flow reversals, etc. shall be determined by the Engineer and the Contractor. If large chunks of sandstone interfere with the cleanout, the Contractor shall utilize bailing in conjunction with airlifting to complete the cleanout of the well.

The Owner will be responsible for the disposal of material that has been bailed or removed from the well due to the airlift surging.

The Contractor will furnish with his proposal an experience list detailing at least fifteen Deep well airlifting jobs to include the name of the owner, the owner's representative, and the address and telephone number of the owner.

After the final test pumping after the airlift work, the pump will be removed from the well and the well will be measured for total depth and static water level. Depending on the results of the final test and the measurement of the well, the Engineer may require the Contractor to reinstall the airlift surging equipment or to utilize bailing for further cleanout and/or development.

This work shall be paid for at the contract Hourly Rate for "AIRLIFTING-SURGING"

### OTHER WORK

Any component found to be defective during the course of the work should be replaced by the Contractor. These components shall be paid for at the prices contained in the Supplemental Material Schedule. These prices shall include all costs for parts and labor.

Any work required to repair or remachine existing components or replacement of any component not contained in the Supplemental Material Schedule shall be paid for on the basis of force accounts of labor material actually used. This labor shall be paid for at the prices contained in the Supplemental Labor Schedule.

All supplemental materials are to be furnished, transported and installed on the site at the price contained in the Supplemental Material Schedule. There shall be no additional compensation for transportation of materials or tools to the site. The Owner reserves the right to furnish repair parts from stock or other sources.

An allowance has been included to cover unforeseen expensed associated with supplemental work items, whether included or not included in the schedule of prices.

The Owner reserves the right to furnish repair parts from stock or other sources.

## GUARANTEE

The Contractor shall guarantee his work against any defect in material or workmanship. This guarantee shall continue for a period of one year from the date of final payment.

## PROPOSAL

TO: The City of Joliet, Illinois

FROM: \_\_\_\_\_

(Name of Bidder)

1. The undersigned bidder, having examined and in accordance with all the Contract Documents as defined in the Instruction proposes to furnish the material, supplies, services and equipment called for in the Contract Documents for the sum as set forth in the bidding schedule portion of this proposal
2. If the Contract were awarded to the undersigned bidder, the bidder agrees to be bound by all terms in the Contract Documents.
3. If the Contract is awarded to the undersigned bidder, the bidder agrees to execute and deliver to the City all Documents in the form that they appear in the Bid Package within ten (10) days after mailing of the Notice of Award to the bidder.
4. Attached to the front cover of the Contract Documents is bid security in the amount of \_\_\_\_\_ (\$\_\_\_\_\_00) in the form of a \_\_\_\_\_ submitted herewith in accordance with the Instructions to Bidders.
5. The entire project will be completed within \_\_\_\_\_ days after execution of the contract.
6. Bidding Schedule – See Proposal – Page 2.

**BIDDING SCHEDULE**

- 1) Mobilization = Lump Sum \$ \_\_\_\_\_
- 2) Well Pump Removal = Lump Sum \$ \_\_\_\_\_
- 3) Measurement of Well = Lump Sum \$ \_\_\_\_\_
- 4) Bailing of Sand, 80 Hours @ \_\_\_\_\_/Hr. = Total \$ \_\_\_\_\_
- 5) Reinstallation = Lump Sum \$ \_\_\_\_\_
- 6) Pump Test, 24 Hour = Lump Sum\$ \_\_\_\_\_
- 7) Demobilization and Cleanup = Lump Sum\$ \_\_\_\_\_
- 8) Airlift-Surging 80 Hours @ \_\_\_\_\_/Hr. = Total \$ \_\_\_\_\_
- 9) Extra Work Allowance Allowance \$15,000.00
- 10) Well Motor/Pump Rehabilitation Allowance \$20,000.00

**TOTAL** \$ \_\_\_\_\_

**SUPPLEMENTAL PRICE**

Pump Test, Additional Hour \$ \_\_\_\_\_/Hr.  
Submitted By: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Company

By \_\_\_\_\_  
Signature of Person Authorized to Sign Bid

Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone ( ) \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_



**SUPPLEMENTAL LABOR SCHEDULE**

- 1). 2 Men and Equipment \_\_\_\_\_/hr.
- 2). 3 Men and Equipment \_\_\_\_\_/hr.
- 3). 4 Men and Equipment \_\_\_\_\_/hr.
- 4). Serviceman and Service Truck \_\_\_\_\_/hr.
- 5). Pickup Truck and Driver \_\_\_\_\_/hr.
- 6). Straight Truck and Driver \_\_\_\_\_/hr.
- 7). Semi-Trailer Truck and Driver \_\_\_\_\_/hr.
- 8). Shop Time – 1 Man \_\_\_\_\_/hr.
- 9). Shop Time – 2 Man \_\_\_\_\_/hr.
- 10). Operating Engineer \_\_\_\_\_/hr.
- 11). Pump Mechanic \_\_\_\_\_/hr.
- 12). Mechanic's Helper \_\_\_\_\_/hr.
- 13). Welder and Operator \_\_\_\_\_/hr.
- 14). Truck Crane (10 Ton Capacity) \_\_\_\_\_/hr.
- 15). Premium Time (Per Man Hour) \_\_\_\_\_/hr.

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

\_\_\_\_\_  
Print Name of Company

By \_\_\_\_\_  
Signature of Person Authorized to Sign Bid

Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Date \_\_\_\_\_

**SUPPLEMENTAL MATERIAL SCHEDULE**

- 1). 8" X 20' Column pipe, schedule 40 steel pipe,  
T & C, liquid epoxy coated inside and out                     \$ \_\_\_\_\_
  
- 2). 8" pipe coupling, liquid epoxy coated                             \$ \_\_\_\_\_

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

\_\_\_\_\_   
Print Name of Company

By \_\_\_\_\_   
Signature of Person Authorized to Sign Bid

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone ( ) \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_

**SCHEDULE OF INTENT**

It is imperative that this work shall begin no later than March 1, 2017 and be completed prior to May 31, 2017. The Contractor shall pursue the work continuously and vigorously to insure completion by this date. No premium time shall be allowed without written consent from the Director of Utilities.

Start Date: \_\_\_\_\_ days after notice to proceed.

Name and License Number of Licensed Water Well and Pump Installation Contractor supervising work:

\_\_\_\_\_

Equipment to be used: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Personnel to be used: \_\_\_\_\_

Foreman

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Estimate time to complete, exclusive of delays waiting for material:  
\_\_\_\_\_ Working days.

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

\_\_\_\_\_  
Print Name of Company

By \_\_\_\_\_  
Signature of Person Authorized to Sign Bid

Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone ( ) \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACT SPECIFICATIONS – DEVIATIONS AND SUBSTITUTIONS**

Pursuant to Section 15 of the Instruction to Bidders, Please list any and all deviations and substitutions made in the contract specifications here:

All deviations or substitutions must meet or exceed the specifications:

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

\_\_\_\_\_  
Print Name of Company

By \_\_\_\_\_  
Signature of Person Authorized to Sign Bid

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone ( ) \_\_\_\_\_

Date \_\_\_\_\_

(NOTE: These affidavits must be completed by an authorized representative of the bidder)

**AFFIDAVITS**

***Business Status of Bidder***

**BIDDER/APPLICANT:**

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Principal place of business*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City, State, Zip Code*

***The Bidder is a:***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Corporation*  
*Partnership*  
*Limited Liability Company*  
*Sole Proprietorship*  
*Other (please explain: \_\_\_\_\_)*

***Corporation***

The state of incorporation is: \_\_\_\_\_

The registered agent of the corporation in Illinois is:

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City, State, Zip*

The officers of the corporation are:

\_\_\_\_\_  
*President*

\_\_\_\_\_  
*Secretary*

\_\_\_\_\_  
*Vice President*

\_\_\_\_\_  
*Treasurer*

The Corporation is authorized to do business in the State of Illinois

**Limited Liability Company**

The state of registration is: \_\_\_\_\_

The registered agent of the Limited Liability Company in Illinois is:

*Name* \_\_\_\_\_

*Address* \_\_\_\_\_

*City State Zip* \_\_\_\_\_

The registered office of the Limited Liability Company in Illinois is:

*Address* \_\_\_\_\_

*City State Zip* \_\_\_\_\_

The managers and members of the Limited Liability Company are:

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City, State*

\_\_\_\_\_  
*City, State*

The LLC is authorized to do business in the State of Illinois

**Sole Proprietorship**

The address of the sole proprietor is:

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City, State*

The sole proprietor transacts business in Illinois under the following assumed names:

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

## **BID RIGGING AND BID ROTATING**

**Section 2:** That in connection with this solicitation for bids/proposals:

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price or that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;
- C. The bid is genuine and not collusive or sham;
- D. The prices or breakdowns thereof and any and all contents which had been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

**Section 2a**

### **NON-COLLUSION**

- A. No officer or employee of the City of Joliet has a direct or indirect pecuniary interest in this bid.
- B. No officer or employee of the City of Joliet has disclosed to the bidder any information related to the terms of a sealed bid.
- C. No officer or employee of the City of Joliet has informed the bidder that the bid will be accepted only if specified persons are included as subcontractors.
- D. Only the bidder will be entitled to the proceeds of the contract if this bid is accepted by the City of Joliet.
- E. This bid is made without the benefit of information obtained in violation of law.

**Section 3.** The undersigned further states that: (circle A or B)

- A. He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to paragraphs A through G above; or
- B. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs A through G above and as their agent does hereby so certify; and
- C. That he has not participated, and will not participate, in any action contrary to paragraphs A through G above.

**Section 4.** The undersigned certifies that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

***THE REQUIREMENTS OF THE  
ILLINOIS DRUG FREE WORKPLACE ACT***

**Section 5.** The undersigned will publish a statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace;
- B. Specifying the actions that will be taken against employees for violations of this prohibition;
- C. Notifying the employees that, as a condition of their employment to do work under the contract with the City of Joliet, the employees will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.



- D. Establishing a drug free awareness program to inform the aforementioned company's employees about:
1. The dangers of drug abuse in the workplace;
  2. The aforementioned company's policy of maintaining a drug free workplace;
  3. Any available drug counseling, rehabilitation, and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug violations.
- E. Making it a requirement to give a copy of the statement required by Section 5. to each employee engaged in the performance of the contract with the City of Joliet and to post the statement in a prominent place in the workplace;
- F. Notifying the City of Joliet within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;
- G. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;
- H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;
- I. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.
- J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

**Section 6.** The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:

- A. Take appropriate personnel action against such employee up to and including termination; or
- B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

### **TAX COMPLIANCE**

**Section 7.** The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the City of Joliet because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

**Section 8.** The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

### **NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

**Section 9.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, *et seq.*

**Section 10.** In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine

all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department'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.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. 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 Human Rights Act and the Department's Rules and Regulations for Public Contract. 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 Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**Section 11.** For the purposes of subsection G of Section 10, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

**Section 12.** It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

**Section 13.** Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

**Section 14.** In the event that this contract is subject to Executive Order 11246, Seller certifies that it (1) is in compliance with Section 202 thereof and the Rules and Regulations issued thereunder; (2) does not and will not provide or maintain at any of its establishments, or permit its employees to perform their services at any location under its control where there are maintained, segregated facilities, and (3) agrees that a breach of this Certification violates the Equal Employment clause of Executive Order 11246. "Segregated Facilities," means facilities which are in fact segregated on a basis of race, color, creed, sex, religion or national origin, because of habit, local custom, or otherwise.

**THE AMERICANS WITH DISABILITIES ACT**

**Section 15.** As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the Joliet Accessibility Code.

Signed by: \_\_\_\_\_  
[name]

\_\_\_\_\_  
[title]

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, **2016**.

By: \_\_\_\_\_  
Notary Public

-seal-

STATE OF ILLINOIS )  
 )  
 COUNTY OF WILL )

SS.

\*\*\*\*\*  
 \*NOTE: THIS AFFIDAVIT MUST BE  
 \*COMPLETED BY THE CHIEF OFFICER  
 \*OF THE BIDDER  
 \*\*\*\*\*

**AFFIDAVIT  
 REGARDING BIDDER AVAILABILITY**

The undersigned, \_\_\_\_\_, being first duly sworn on oath and being duly authorized to make this Affidavit, hereby declares that the following is a true and correct statement relating to All uncompleted contracts of the undersigned for Federal, State, County, City and private work, including All subcontract work; and all pending low bids not yet awarded or rejected; and equipment available.

**PART I. WORK UNDER CONTRACT**

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	1	2	3	4	5	Awards Pending	
County and Section No.							
Contract With							
Estimated Completion Date							
Total Contract Price							Total
Uncompleted Dollar Value							

**PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.**

List below the uncompleted dollar value of work for each contract to be completed with your own forces. All work subcontract TO others will be listed on the reverse of this form. In a joint venture list only that portion of the work to be done by your company.

							TOTALS
Excav. Grading & Clearing							
Portland Cement Concrete Paving							
Bituminous Hot Mix Surface							
Bituminous Aggregate Mix							

Aggregate Bases & Surface Structures							
Drainage							
Electrical							
Curb & Gutter							
Sewer							
Water							
Sidewalks							
Demolition							
Other/Explain							
Totals							

Date Equipment Available For Work							
--------------------------------------	--	--	--	--	--	--	--

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(TITLE)

Subscribed and Sworn to before me this  
 \_\_\_\_\_ day of \_\_\_\_\_, AD, **2016**.

\_\_\_\_\_  
NOTARY PUBLIC

# STOP\*

CHECK THE FOLLOWING LIST TO MAKE SURE THAT YOUR BID CONTAINS ALL OF THE REQUIRED DOCUMENTS.

- \_\_\_\_\_ 1. BID SECURITY
- \_\_\_\_\_ 2. BIDDING SCHEDULE
- \_\_\_\_\_ 3. BID PROPOSAL
- \_\_\_\_\_ 4. ALL AFFIDAVITS, SIGNED & NOTARIZED

FAILURE TO INCLUDE ANY ONE OR ALL OF THE ABOVE MAY CONSTITUTE SUITABLE GROUNDS FOR REJECTION OF YOUR BID.

**\*(FOR CONSTRUCTION CONTRACTS ONLY)**



**AGREEMENT**

**THIS AGREEMENT** is entered into on the date stated below by and between the between the City of Joliet, an Illinois Municipal Corporation (hereinafter "City") and \_\_\_\_\_ (hereinafter "Contractor").

In consideration of the mutual promises of the parties set forth in the Contract Documents, the Contractor agrees to timely perform all work, furnish all labor and materials necessary for the proper completion of the work; and the City agrees to pay for the work as set forth in the Contract Documents. The Contractor further agrees to comply with the provisions of the *Prevailing Wage Act* (820 ILCS 130/1 et seq.).

The Contract Documents shall consist of the following documents which are hereby made part of this Agreement as if recited at length herein:

- 1) **Instruction to Bidders**
- 2) **General and Special Conditions**
- 3) **Specifications and Drawings**
- 4) **Proposal Schedule (consistent with Contract Documents)**
- 5) **Affidavits**
- 6) **Performance Bond and Payment Bond**
- 7) **Addenda**

**IN WITNESS WHEREOF**, the City and the Contractor, by their duly authorized representatives have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**CITY OF JOLIET,**  
**an Illinois Municipal Corporation,**

By: \_\_\_\_\_ **JAMES D. HOCK**  
**City Manager**

*Print name of Contractor* \_\_\_\_\_

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

*Print Name:* \_\_\_\_\_

Attest: \_\_\_\_\_  
**Christa Desiderio**  
**City Clerk**

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

**Approved as to form:**

\_\_\_\_\_  
**Martin J. Shanahan, Jr.**  
**Corporation Counsel**