

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

**FOR THE
2018 UTILITIES RESTORATION PROGRAM
PHASE II**

CONTRACT NO. 2340-0718

**(PRE-QUALIFICATION REQUIRED THROUGH THE ILLINOIS DEPARTMENT OF TRANSPORTATION, OR
CAPITAL DEVELOPMENT BOARD, OR CITY OF JOLIET)**

**APPROVED
DEPARTMENT OF PUBLIC UTILITIES**



INTERIM DIRECTOR OF PUBLIC UTILITIES

DATE June 15, 2018

**APPROVED
DEPARTMENT OF PUBLIC UTILITIES**



PUBLIC UTILITIES ADMINISTRATOR

DATE: June 15, 2018

SUBMITTED BY

CONTRACTORS NAME

ADDRESS

CITY AND STATE

PHONE

DATE: _____, 2018

DEPARTMENT OF MANAGEMENT & BUDGET
PURCHASING DIVISION
MARGARET E. MCEVILLY
PURCHASING/CONTRACTS ADMINISTRATOR
PHONE: 815/724-3925
FAX: 815/724-3929
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
David A. Hales

COUNCILPERSONS
Don Dickinson
Bettye Gavin
John E. Gerl
Larry E. Hug
Terry Morris
Pat Mudron
Jan Hallums Quillman
Michael F. Turk

PURCHASING/CONTRACTS
Margaret E. McEvilly

CONTRACT DOCUMENTS

PROJECT: 2018 UTILITIES RESTORATION PROGRAM - PHASE II

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

CONTRACT NO. 2340-0718

**DAVID A. HALES
CITY MANAGER**

**MARGARET E. McEVILLY
CONTRACT ADMINISTRATOR**

LEGAL NOTICE
CITY OF JOLIET
ADVERTISEMENT FOR BIDS

CONTRACT NO. 2340-0718

PROJECT NAME: 2018 UTILITIES RESTORATION PROGRAM – PHASE II

The City of Joliet, Illinois, does hereby invite sealed bids for the 2018 Utilities Restoration Program – Phase II.

Bids will be received at the Office of the City Clerk, City of Joliet Municipal Building, 150 West Jefferson Street, Joliet, Illinois 60432-4156 until **9:00 A.M.** local time on **Monday, July 9, 2018** 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 in 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. Hard copies will not be provided. Electronic copies can be downloaded free of charge at <http://www.cityofjoliet.info/departments/finance/purchasing/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.

All Bidding Document holders should sign up for RSS feeds at <http://cityofjoliet.info/departments/finance/purchasing/bids-proposals/construction-public-utilities> 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/departments/finance/purchasing/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.

All questions regarding this contract shall be directed to William Baltz, the Utilities Operations Superintendent, at 815-724-4223 or by email at wbaltz@jolietcity.org.

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

Bidders are required to be pre-qualified through the Illinois Department of Transportation, the Capital Development Board or the City of Joliet. It is the responsibility of the bidder to ensure that their pre-qualification information is provided to the City of Joliet Purchasing Division prior to the bid opening. If bidders are not prequalified through IDOT or Capital Development Board, then they must be prequalified with the City of Joliet. 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. To check on your current prequalification status, you can contact purchasing@jolietcity.org. 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 the Purchasing Division, City of Joliet, 150 W. Jefferson Street, Joliet, IL 60432 at least 6 days prior to the bid opening.

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.

This Contract is eligible for the City's Local Bidder Ordinance (Ord. No. 17362, § 3, 5-5-15).

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

Advertisement date is June 21, 2018

David A. Hales
City Manager

Margaret E. McEvilly,
Purchasing/Contract Administrator

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

**CONTRACT DOCUMENTS FOR: 2018 UTILITIES RESTORATION
PROGRAM - PHASE II**

User Department: DEPARTMENT OF PUBLIC UTILITIES

Date and Time of Bid Opening: MONDAY, JULY 9, 2018, @ 9:00 A.M.

Bid Security: 10%

Performance Security: 100%

**Prequalification Required: YES – CITY OF JOLIET, IDOT, OR IL. CAPITAL
DEVELOPMENT BOARD ACCEPTABLE**

**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

David A. Hales
City Manager

Margaret E. McEvelly
Contract Administrator

Council Members:

Don Dickinson
Bettye Gavin
John E. Gerl
Larry E. Hug
Terry Morris
Pat Mudron
Jan Hallums Quillman
Michael F. Turk

INSTRUCTION TO BIDDERS

PROJECT: 2018 UTILITIES RESTORATION PROGRAM – PHASE II

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, 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. PREQUALIFICATIONS

All Bidders 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 prequalification forms can be obtained from the City of Joliet website at <http://www.cityofJoliet.info/index.aspx?page=97>. 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 the 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 shall also be 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. The 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 certification by the independent auditors.

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

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. **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.

8. **WORDS AND FIGURES**

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

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. AFFIDAVITS

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

GENERAL CONDITIONS

**See attached GENERAL CONDITIONS.
Please see also the City of Joliet Special Provision and General Conditions
Booklet
Adopted February 29, 2016**

GENERAL CONDITIONS

CONSTRUCTION

1.0 GENERALLY

1.1 DEFINITIONS:

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

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

ALLISON SWISHER, P.E., INTERIM DIRECTOR OF PUBLIC UTILITIES

- (c) "Contract Documents" – Includes Notice to Bidders, Instruction 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 trading meaning, unless specifically defined in the contract documents, shall be construed in accordance with such well-known meaning recognized by architects, engineers or the trade.

1.2 INTENT OF THE CONTRACT DOCUMENTS:

The contract 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 expenses 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 applicable 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 – NOTIFICATION:

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 West 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 his 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 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 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 Twenty-five Dollars (\$25.00) 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 CONSISTENCY:

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 of 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 notifications shall be in 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 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 works 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, traffic, 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 therefore.
- (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 and 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 OPERATIONS:

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 method 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 sewers, 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 persons 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 of contractor's responsibility. The safety provisions of applicable law 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 and 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:** 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.

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

- (b) **Grounding of Electrical Equipment:** 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 SUB-CONTRACTORS

6.1 NO CONTRACTUAL RELATIONSHIP:

Nothing contained in the contract documents shall create any contractual relationship between any sub-contractor and the City.

6.2 APPLICABILITY OF CONTRACT DOCUMENTS:

The Contractor agrees to bind every sub-contractor (and every sub-contractor of a sub-contractor) and every sub-contractor 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 a sub-contract 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 sub-contractors 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 required their correction. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be removed from the premises both without charge to 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 therefrom.

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 sub-contractor to commence work on his sub-contract until such insurance required of the sub-contractor 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 damages 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) **Operation 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 of any Sub-contractor and their respective employees or agents, including damage to adjacent property.**

(b) **Bodily injury to or death of Contractor or any Sub-contractor 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 executive of this contract is performed.**

© **Destruction or damage to personal or real property including but not limited to destruction or damage to the property of the City, destruction or damage to the property, homes or contents of the homes where the work is performed, and destruction or damage to the property of non-parties to this contract.**

(2) **Contractor's Protective Liability: Liability for acts or omissions of any sub-contractors, 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 therefrom \$2,000,000.00 for any one accident or occurrence where one or more persons are injured or killed.**

(b) Property damage of not less than **\$2,000,000.00** as a result of any one accident or occurrence subject to an aggregate limit of not less than **\$2,000,000.00**.

© 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 sub-contractor'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 shall contain an endorsement showing the City 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.

9.1 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 nor 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 and owners of the properties where the work is performed (hereinafter "Owners" 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 and Owners from any and all claims, demands, suits, actions or proceedings of any kind or nature, including Workmen's Compensation 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 sub-contractors and acts of omissions of employees or agents of Contractor or his sub-contractors. 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 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 judgement, 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 sub-contractors 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 the 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 /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 sub-contractors to make proper payments to his sub-contractors 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 therefrom. 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:
 - (1) Change Orders which do not alter the scope or cost of the project.
 - (2) 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:
 - (1) 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.
 - (2) Change Orders which result in an additional project cost, if the accrued costs of all Change Orders to date does not exceed the lessor of \$5,000.00 or ten percent (10%) 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 holding offices. 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 adjusted as the time of ordering such change. No changes in the work 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, sub-contractors, 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 its subcontractors, shall comply with the Prevailing Wage Act (820 ILCS 130/1 et seq.), as amended. The Contractor, and each subcontractor, shall keep, or cause to be kept, an accurate record showing the names and occupation of all laborers, workers and mechanics employed by the Contractor or its subcontractors, in connection with the Work and showing the actual hourly wages paid to each such person. The submittal of an invoice or payment request to the City shall constitute the Contractor's certification to the City that all the wages paid for the work covered by the invoice or payment request have been paid in compliance with the Prevailing Wage Act. Upon the written request of the City, the Contractor, and its subcontractors, shall provide a complete and accurate copy of the records establishing compliance with the Prevailing Wage Act and this paragraph.

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et. seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

It is the responsibility of the contractor to check the above mentioned website for the most up to date wages for that month in which the work has taken place and to pay accordingly. Further, it is the responsibility of the contractor to supply the City of Joliet with certified payrolls for all work related to this contract. If you are unsure as to what a certified payroll sheet is that must be supplied, you may find one at the above mentioned website.

<http://cityofjoliet.info/departments/finance/purchasing/prevailing-wage-information>

11.3 PARTIAL PAYMENTS BY THE CITY:

No 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 percent (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 due and owing less deductions authorized by these General Conditions.

11.5 NO WAIVERS:

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 the time of Final Payment.

12.0 ADDITIONAL REQUIREMENTS:

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.

- (a) The bidder shall 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.
- (b) The bidder shall have a valid Federal Employer Tax Identification Number or Social Security Number.
- (c) The bidder shall 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.
- (d) 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.
- (e) The bidder shall 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.
- (f) All contractors and sub-contractors performing services covered by the Illinois Prevailing Wage Act shall submit to the City the certified payrolls required by the Act, as amended by Illinois Public Act 94-0515.
- (g) For construction projects (construction of new facilities, renovation of existing facilities or road construction projects) 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.

13.0 MINORITY EMPLOYMENT REQUIREMENTS:

For contracts valued greater than \$100,000.00:

The Bidder's attention is called to the following Equal Employment Opportunity Construction Contract Specification:

The contractors aggregate workforce on all construction work covered by this contract shall include any combination of minority or female participation equaling or exceeding ten percent

(10%) of the contractor's aggregate workforce. Compliance with this specification will be measured against the total hours performed, including all subcontracts.

The contractor shall submit to the Project Engineer monthly, certified payroll records in order to monitor the total work hours and those hours worked by minorities and/or females, before receiving a monthly payment. Upon completion of the contract, the contractor shall submit to the Project Engineer a summary of the total work hours and those hours worked by minorities and/or females prior to receiving any retainage reduction or final payment.

Non-compliance with this specification will result in the retainage of 2% of the total contract amount for a probationary period of one year from the completion of the contract. If within the one year probation period the Contractor exceeds the minority employment requirements by the number of man-hours previously deficient, on another City of Joliet contract, the retainage from the prior contract will be released to the Contractor. If the Contractor fails to make up the minority hours on another contract within the probation period, the Contractor will be penalized 2% of the original contract amount.

DEFINITION:

Minority shall include:

1. Black (all persons having origins in any of the Black African racial groups not of Hispanic Origin).
2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).
3. Asian and Pacific Island (all persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands).
4. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

For contracts valued less than or equal to \$100,000.00:

The contract does not contain a specific minority employment requirement; however, the City of Joliet encourages the contractor to maximize the amount of minority participation.

CITY OF JOLIET

2018 SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS

The following Supplemental Special Provisions supplement the City of Joliet Special Provisions and General Conditions adopted January 1, 2013, and the "Standard Specifications for Road and Bridge Construction, adopted January 1, 2007, or latest edition and the latest edition for the "Illinois Manual on Uniform Traffic Control Device for Streets and Highways," and the "Standard Specifications for Water and Sewer Main Construction in Illinois," in effect on the date of invitation for bids. In case of conflict with any parts of said specifications, the said Supplemental Special Provisions shall take precedence and shall govern. The above named publications shall hereinafter be referred to as the "Standard Specifications" which apply to and govern the construction of the **2018 UTILITIES RESTORATION PROGRAM – PHASE II**.

SCOPE OF WORK

The work covered under this contract consists of restoring areas disturbed by the City of Joliet Utilities Department damaged during the maintenance and/or repair of City utilities.

This contract includes, but is not limited to, the removal and replacement of small sections of sidewalk, curbs, driveways and landscaping improvements consisting of parkway excavation, sod installation, and seeding as necessary throughout the City of Joliet. The repairs are being made to areas damaged during repairs to the City of Joliet's Water and Sewer System. All work is 100 percent funded by the City; no private work is included.

LOCATION

The Director of Public Utilities or his designee shall assign the locations and areas where work is to be performed under this contract by the Contractor. Known locations at the time of bidding will be made available to the contractor for review. This list will be amended as additional repairs to the utilities system are made while the contract is open.

QUANTITIES

The total quantities of work included in the Form of Proposal are approximate. Actual quantities for the various locations shall be measured in place prior to assigning the location. The measured quantities as assigned with the location will be the actual pay quantities for the individual location. The contractor may request the City inspector to revise the quantity prior to the start of the work.

Additional quantity will be added to the contract as it becomes necessary. The City reserves the option to either extend the contract by adding quantities or terminate the contract once 75% of the contract value is met, in accordance with the terms of this contract. If the Contractor performs to the satisfaction of the City, the City intends to add work sites and quantities as new City excavations occur until the end of the construction season.

CONTRACT TIME

The prices in this contract shall be valid until **December 31st** of this calendar year. The contract shall expire on that date or once the contract's full dollar value is reached, whichever occurs first, unless extended in writing or by change order. The City may terminate the contract at any time if the contractor is not meeting the expected schedule or quality of work.

CHANGE ORDERS

Section 8 of the **FORM OF PROPOSAL** allows the owner to increase or decrease the contract unit quantity by 25 percent. The Special Provision shall provide the owner to increase or decrease the contract unit quantity and the total quantity in excess of the 25 percent provided for Section 8.

PAYMENTS

All work, which is inspected and accepted by the Engineer, will be approved for payment, minus the retainage. The contractor shall notify the engineer daily of work completed to allow inspection time prior to request for payment. A lump sum payment will be made upon completion of all initial contract work and acceptance by the Engineer.

BASIS OF PAYMENT

The City will base payment on unit prices and will not pay for downtime, overtime, or travel time. The cost for specialty items, which are outside the scope of the specifications, shall be negotiated prior to performing the work.

NOTICE TO PROCEED

The contractor shall be contacted in writing of the work locations and issued a **NOTICE TO PROCEED**. Upon receipt of this notice, the contractor shall have sixty (60) calendar days to complete the work site list provided at that time. Failure to complete the work in the allotted time can result in the City of Joliet completing the work and deducting the cost from the contract. Additional locations may be provided to the Contractor based on the City's need as the season progresses.

PERFORMANCE OF WORK / SCHEDULE

Upon notification by the City of Joliet for the Contractor to proceed with work locations, **the Contractor will be required to complete all work within sixty (60) calendar days**. Additional time may be granted by the Engineer if a request is submitted in writing. Significant additions to the quantities estimated by the Engineer will be considered a valid reason for time extension if requested in writing. It is anticipated that the City will provide a list of additional excavation sites every 2 to 4 weeks. **Each subsequent list shall be fully restored within 30 days of receipt**. All additional sites and quantities added to the initial list by October 15, 2018, shall be fully restored by **November 30, 2018** (provided the contract is extended to that time).

PROTECTIVE MEASURES

The Contractor shall include furnishing, installing, maintaining, relocating and removing traffic control devices for regulating, warning or directing vehicle or pedestrian traffic during the construction of this improvement. All traffic protection shall conform to the State Specifications and the "Manual on Uniform Traffic Control." This work shall be incidental to the work and no extra compensation will be considered.

REMOVAL AND REPLACEMENT OF SIDEWALK, DRIVEWAYS AND CURBS

Existing sidewalks, driveways and curbs, which are to be removed and replaced, shall be removed by saw cutting with a concrete sawing machine at the limits of all removal. A straight line and sharp edge shall be provided between the existing and proposed concrete item. This work shall be incidental to the work and no extra compensation will be considered.

BUFFALO BOX ADJUSTMENTS

If it is determined by the Engineer that any water "Buffalo Box" should be vertically adjusted to the proposed sidewalk, the Contractor shall make the necessary final adjustments after the formwork is in place. The City will provide extensions as needed. All "Buffalo Boxes" and other utility facilities shall be flush with the top of the concrete. The Contractor shall protect against excess concrete from fouling any utility facility. All lids shall be operable and removable after the work is completed. This work shall be incidental to work and no extra compensation will be considered.

BACKFILLING

After the installation of the sidewalk, driveway or curb and the removal of the forms, the Contractor shall be responsible for backfilling where the forms were placed immediately after forms are removed. This work shall be incidental to the work and no extra compensation will be considered.

PORTLAND CEMENT CONCRETE SIDEWALK

This work includes furnishing all material, equipment and labor necessary to install sidewalk in accordance with the applicable portions of Sections 440 and 424 of the "Standard Specifications." All sidewalks except driveway sidewalks shall be 5-inches thick. All driveway sidewalks shall be 6-inches thick and reinforced with 6-inch by 6-inch #10 x #10 welded wire fabric. The additional concrete and fabric shall be considered incidental to the cost of the P.C.C. sidewalk. Asphalt driveways shall be excavated only enough to provide for the sidewalk forms. The City of Joliet will replace the asphalt. However, the contractor shall saw cut the asphalt and prepare with a stone sub-base as directed by the Engineer. All sidewalks shall be placed on a 3-inch thick sub-base of sand or stone screenings with gradation FA1, FA2, FA6, or approved equal course gradation, which shall be considered incidental to this item.

The new sidewalk shall meet the existing sidewalk or concrete driveway with a clean, straight saw cut and ½-inch expansion joint material. For areas exceeding fifteen feet in length an expansion joint shall be placed at fifteen foot increments.

All sidewalks shall be installed with a ¼ inch per foot slope toward the street. Sidewalk elevations shall be set so as to maintain a slope of ½ inch per foot between the sidewalk and to top of the curb whenever possible. Ramps for the handicapped shall be installed at all intersections as per ADA / State Standard No. 424001-03. A 24" wide strip of **cast**

iron detectable warnings – truncated domes with contrasting color shall be embedded in the concrete placement.

Basis of Payment – PC Sidewalk

This work will be paid for at the contract unit price per square foot for P.C.C. SIDEWALK, 5-inch, measured in place and include all material, excavation, saw cutting, wire mesh, stone and expansion joint material. Removal of any old work shall be considered incidental and no additional compensation shall be considered.

DETECTABLE WARNING (CAST IRON)

Cast iron Detectable Warnings shall be installed across the length of the handicap accessible concrete ramp and 24" wide from the back of curb, **only**. The cast iron plates shall be embedded in the cast-in-place concrete ramp. Detectable warning plates shall meet all state of Illinois and Federal / ADA standards and shall be constructed of cast iron as manufactured by Neenah Foundry, East Jordan Iron Works, or approved equal.

Basis of Payment – Cast Iron Detectable Warning

Payment for Detectable Warning shall be paid for at the contract unit price per square foot for **DETECTABLE WARNINGS** as measured in place. Payment for detectable warnings will be in addition to payment for P.C.C. sidewalk covering the same area.

COMBINATION CONCRETE CURB AND GUTTER

This work includes furnishing all materials, equipment and labor necessary to saw cut the existing pavement, remove existing curbing or roadway and install Type B-6.12 barrier, depressed Type B barrier, or Type M-6.12 mountable curb in accordance with Article 616 of the "Standard Specifications". The City of Joliet will replace the roadway. However, the contractor shall saw cut, excavate and prepare the sub-base.

All curbs shall be placed on a 3-inch thick sub-base of sand or stone screenings meeting Gradation FA1, FA2 or FA6. Curbs shall conform to Standard Detail 2130-9. Depressed curbing shall be placed as directed by the Engineer.

Basis of Payment

This work will be paid for at the contract unit price per linear foot for COMBINATION CONCRETE CURB AND GUTTER and shall include all materials, excavation, backfill, saw cutting, sub-base stone and expansion joint material. Removal of any old work shall be considered incidental and no additional compensation shall be considered.

PORTLAND CEMENT CONCRETE DRIVEWAY

This work includes furnishing all material, equipment and labor necessary to install driveways, in accordance with the applicable portions of Sections 617 and 624 of the "Standard Specifications". All driveways will be 8-inches thick and reinforced with 6-inch by 6-inch #10/#10 welded wire fabric. All driveways shall be placed on a 3-inch thick sub-base of sand or stone screening with gradation FA1, FA2, FA6, or equal course gradation, which shall be considered incidental of this item.

The new driveway shall meet the existing sidewalk for driveway with a clean; straight saw cut and ½-inch expansion joint material.

All driveways shall be installed with ¼-inch per foot slope toward the street. Driveway elevations shall be set so as to maintain a slope of ½-inch per foot between sidewalk and the top of the curb whenever possible.

Basis of Payment

This work will be paid for at the contract unit price per square foot for P.C.C. DRIVEWAY, 8-inch, measured in place and include all materials, excavation, saw cutting, wire mesh, stone and expansion joint material. Removal of any old work shall be considered incidental and no additional compensation shall be considered.

CLASS B PATCH

This work shall consist of full depth saw cutting the existing pavement, removing and disposing of any concrete, asphalt and gravel necessary and as requested by the Engineer, and providing the material, labor, and equipment to install a P.C.C. Pavement, 12-inch in depth per Article 442 of the Standard Specifications, Class B patches Type 1 and II will be required at locations where the existing pavement is hinge jointed. Full lane width patches will not be required. Class C patches will be required at all other locations. The patch shall be high-early strength concrete as specified in Article 1020.05 (g) (2) (detail 710501 & 701606). Any traffic control and protection required to perform this work per the State Specifications shall be considered “per day” to this pay item. Only one lane of traffic can be closed when performing this work. This work is to be performed, but not limited to the State Routes with a concrete base or pavement within the City of Joliet limits. Any other non overnight traffic control shall be considered incidental to this contract.

Basis of Payment

This work will be paid for at the contract price per square yard for P.C.C. PAVEMENT PATCHING; 12-INCHES as measured in place, no other compensation will be made for this work.

CLASS B PATCH (SPECIAL)

This work shall be installed per the special provision for CLASS B PATCH except that the concrete shall be placed 4” below the adjacent surface. The top 4” of material shall be Bituminous Concrete Surface Course installed per article 442.09 of the Standard Specifications. Sufficient time shall be allowed for the concrete to cure prior to placing the asphalt surface.

Basis of Payment

This work will be paid for at the contract unit price per square yard for Class B Patch (Special), of the type and depth specified in the proposal form as measured in place.

TRAFFIC CONTROL

This work shall be governed in accordance with the current version of the IDOT specification book "red book." The contractor shall be responsible to protect each work zone while work operations are in progress. This shall be incidental to the contract.

Lane closures requiring placement of barricades overnight will be paid on a per day basis. The contractor shall meet the requirements of IDOT Standards for Urban Lane Closure.

Basis of Payment

This work shall be paid for on a "per day" unit price basis, per location. The unit price shall include all expenses; including but not limited to the setting up, tearing down and maintenance of the traffic control to IDOT specifications for the duration of 24 hours.

SITE MOBILIZATION

This work describes the general effort necessary to plan, supervise, and transport personnel, materials, and equipment to and from a particular site.

Basis of Payment

This item shall be paid as one each per each assigned work site, regardless of whether there is only concrete work, only landscaping work, or both. **This unit price will be set by the City prior to the bid in the Schedule of Prices form.** *Additional quantities shall not be paid for additional visits to the same site by the Contractor or any subcontractors.* If the City assigns the site, and later agrees that no work is needed, the Contractor will be paid the set site mobilization price for that site.

BRICK PAVERS REMOVE & REPLACE

This item shall include all materials, equipment, and labor, required to remove/and of salvage, and replace the existing brick pavers and concrete base, located within construction limits, as directed by the engineer. Existing brick pavers removed by the Utilities Department will be stored at the site. The contractor shall furnish additional quantity required for the cut bricks or lost bricks not able to be replaced

The brick pavers shall be repressed chamfered pavers, whole wire cut units, with ¼" chamfer edge, fabricated from clay or shale and fired, free from chips, cracks, and other surface imperfections. Pavers shall be K& W RED, 4" x 8" x 2 ¼". Pavers shall conform to the physical requirements for pedestrian and light traffic paving brick, ASTM C902-84, CLASS SX, Type 1, Application PX.

The brick shall be laid on a 1" sand setting bed over a 4" Portland Cement Concrete base, over a 4" compacted aggregate sub base type C-3, with sand sprinkled over the surface and worked into the joints with mechanical plate vibrator. This setting base shall be considered incidental to this work.

Where the brick pavers are to be constructed adjacent to a landscaped or sodded area, there shall be a six (6") inch concrete border constructed to secure the brick pavers. This six (6") inch concrete border, if required, shall be considered concrete barrier curb, type B-6.

Basis of Payment

This work will be paid for at the contract unit price per square foot for BRICK PAVER REMOVE AND REPLACE, measured in place.

PARKWAY EXCAVATION

This item shall include all material, equipment and labor required to excavate unsuitable material for proposed **TOPSOIL PLACEMENT** in accordance with all applicable portions of Section 202 of the Standard Specifications, and is intended to remove all gravel backfill, rocks, broken concrete and/or construction debris which would hinder the growth of grass in the area. The depth of excavation shall range from, but not be limited to, 3 to 6 inches. Tree roots or other items protruding to the surface shall be removed as a part of this item.

Basis of Payment:

This item will not be specifically measured for payment and shall be considered incidental to the Furnishing and Placing of Topsoil

MANHOLE / VALVE VAULT FRAME TO BE ADJUSTED - SPECIAL

This work shall consist of the adjustment of existing manholes or valve vaults (structures) as specified in Section 602, 603 and 604 of the "Standard Specifications". Metal adjusting Rings will not be allowed for use in these adjustments. All manhole lids shall be inspected and approved by the City of Joliet before resetting.

The contractor shall inspect the flow line of each structure for debris obstruction prior to removing the existing casting and excavating the roadway. It is the contractor's responsibility to contact the City of Joliet Sewer Department to arrange for City crews to clean out the structure if debris is found during the initial inspection prior to the start of excavation. Failure to report the debris will require the contractor to clean the structure of any debris at no additional cost to the City. Also, the contractor shall be responsible for supplying and installing a metal plate of the adequate shape, size, and thickness to protect the public and structure. This metal plate shall provide a seal onto the concrete structure hindering debris from entering into the structure during construction of the roadway. The contractor is responsible for removing all existing frames and lids, all existing raising rings and any damaged upper courses of brick manholes. The upper two courses of brick manholes shall be replaced with a six-inch concrete raising ring set in a Portland cement mortar bed. All unusable frames and lids shall be relocated to the nearest City of Joliet maintenance facility at no additional cost to the City.

Structures within the pavement shall remain plated until the hot mix asphalt binder course is placed. The contractor shall inspect the structure prior to adjusting the casting to final grade. Any construction debris that has entered the structure due to negligence by the contractor shall be removed at the contractor's cost. If the debris entered into the structure is not a result of negligence by the contractor, the contractor shall contact the City's Sewer Department within 48 hrs. of adjusting the structure to arrange City crews to clean out the structure. Failure to do so will require the contractor to clean out the structure at no cost to the City.

After the binder is placed, the contractor shall adjust each structure to final surface elevation by making a clean square saw cut around the structure and backfilling to the

binder elevation with approved Portland cement concrete. Only two-inch thick or greater concrete rings with a top two inch thick MULTI-PURPOSE RUBBER ADJUSTMENT RISER (only required under pavement) shall be used. The adjusted structure shall have a minimum cure time of three (3) days after adjustment prior to the placement of the final (surface) lift of asphalt. If the contract does not have items for asphalt paving, the contractor shall coordinate scheduling the adjustments with the City's Plant Mix Seal Coat contractor's schedule for paving the roadway. All raising rings shall be sealed using a polyurethane sealant or other approved flexible sealant. Tapered rings shall be used to install the frame to the slope of the road. The final elevation of the adjusted frame and lid on the surface course shall be parallel to the cross-slope of the road within a tolerance of 1/8" of the finish grade. The rubber adjustment rings shall be manufactured by GNR Technologies or approved equal.

The limits of patching / saw-cutting shall generally be a square area two feet out from the edge of the frame. Additional area shall be cut and patched only upon approval by the Engineer.

Basis of Payment:

This work shall be paid for at the contract unit price each for **MANHOLE / VALVE VAULT FRAME TO BE ADJUSTED - SPECIAL** which price shall include the cost of the mortar bed as described in the Article 604.04 of the "Standard Specifications", and the concrete and rubber adjusting rings.

VALVE BOX TO BE ADJUSTED – SPECIAL

This work shall consist of removing the existing valve box top when the roadway is excavated and protecting the section of the valve box (stem) that is to remain in place so that no debris can enter this section. The contractor is to contact the City of Joliet Water Department prior to removing the valve box to determine if the valve is centered within the Valve Box stem and can be accessed. Failure to request the City's inspection will result in the contractor being responsible for re-setting the complete valve box assembly at no additional cost to the City for valve boxes that are found to not be centered or inaccessible.

A new valve box top, meeting ASTM A-48, is to be provided and installed by the contractor at no additional cost to the City. Once the binder course is placed, the contractor will adjust the valve box to final surface elevation by making a clean square sawcut around the valve box and backfilling to the binder elevation with approved Portland cement concrete. The adjustment shall be completed immediately after the binder course has been placed. The adjusted valve box shall have a minimum cure time of three (3) days after adjustment, prior to the placement of the final (surface) lift of asphalt. If the contract does not have items for asphalt paving, the contractor shall coordinate scheduling the adjustments with the City's plant mix contractor's schedule for paving the roadway.

Basis of Payment:

This work shall be paid for at the contract unit price each for **VALVE BOX TO BE ADJUSTED - SPECIAL** which price shall include the cost of a new valve box top to be furnished and installed.

CATCH-BASIN FRAME TO BE ADJUSTED - SPECIAL

This work shall consist of the adjustment of curb inlets and catch-basins as specified in Section 602, 603 and 604 of the "Standard Specifications". Metal adjusting Rings will not be allowed for use in these adjustments. All grates shall be inspected and approved by the City of Joliet before resetting.

The contractor shall inspect the flow line of each structure for debris obstruction prior to removing the existing casting and excavating the roadway. It is the contractor's responsibility to contact the City of Joliet Sewer Department to arrange for City crews to clean out the structure if debris is found during the initial inspection prior to the start of excavation. Failure to report the debris will require the contractor to clean the structure of any debris at no additional cost to the City. Also, the contractor shall be responsible for supplying and installing a metal plate of the adequate shape, size, and thickness to protect the public and structure. This metal plate shall provide a seal onto the concrete structure hindering debris from entering into the structure during construction of the roadway. The contractor is responsible for removing all existing frames and lids, all existing raising rings and any damaged upper courses of brick manholes. The upper two courses of brick structures shall be replaced with a six-inch concrete raising ring set in a Portland cement mortar bed. All unusable frames and lids shall be relocated to the nearest City of Joliet maintenance facility at no additional cost to the City.

Structures within the pavement shall remain plated until the hot mix asphalt binder course is placed. The contractor shall inspect the structure prior to adjusting the casting to final grade. Any construction debris that has entered the structure due to negligence by the contractor shall be removed at the contractor's cost. If the debris entered into the structure is not a result of negligence by the contractor, the contractor shall contact the City's Sewer Department within 48 hrs. of adjusting the structure to arrange City crews to clean out the structure. Failure to do so will require the contractor to clean out the structure at no cost to the City.

After the binder is placed, the contractor shall adjust each structure to final surface elevation by making a clean square saw cut around the structure and backfilling to the binder elevation with approved Portland cement concrete. Only two-inch thick or greater concrete rings with a top two inch thick MULTI-PURPOSE RUBBER ADJUSTMENT RISER (only required under pavement) shall be used. The adjusted structure shall have a minimum cure time of three (3) days after adjustment prior to the placement of the final (surface) lift of asphalt. If the contract does not have items for asphalt paving, the contractor shall coordinate scheduling the adjustments with the City's Plant Mix Seal Coat contractor's schedule for paving the roadway. All raising rings shall be sealed using a polyurethane sealant or other approved flexible sealant. Tapered rings shall be used to install the frame to the slope of the road. The final elevation of the adjusted frame and lid on the surface course shall be parallel to the cross-slope of the road within a tolerance of 1/8" of the finish grade. The rubber adjustment rings shall be manufactured by GNR Technologies or approved equal.

The Engineer will approve a minimum of ten (10) linear feet of curb replacement (5 feet on each side of frame), to be paid under the separate pay item. For additional quantities, the limits of saw-cutting / pavement patching / curb & gutter replacement shall be marked by the Contractor and approved by the Engineer prior to cutting.

Basis of Payment:

This work shall be paid for at the contract unit price each for **CATCH-BASIN FRAME TO BE ADJUSTED - SPECIAL** which price shall include the cost of the mortar bed as described in the Article 604.04 of the "Standard Specifications", and the concrete and rubber adjusting rings.

FURNISHING & PLACING TOPSOIL

This work shall consist of furnishing and placing topsoil at 3-inches to 6-inches at the locations specified over areas of **PARKWAY EXCAVATION** or as directed by the Engineer in accordance with Section 211 of the "Standard Specifications".

Basis of Payment:

This item will be paid for at the pre-measured area

SODDING

This work shall consist of placing sod at the locations as directed by the Engineer in accordance with Section 252 of the "Standard Specifications" including preparation of soil and sod watering with the following exceptions.

Absolutely **NO** sod shall be placed from June 1 to August 31, unless directed by the engineer.

Soil preparation in areas beyond the limits of Parkway Excavation and Topsoil Placement shall consist of removing existing grass and loosening the existing soil to promote root growth and knitting of the new sod. Existing grass shall be removed with a sod cutter or by tilling and raking out the sod clumps.

Sod shall not be placed within a foot and a half (1.5') radius around the base of any tree. The radius measured from the outer edge of the tree trunk. This area shall be covered with hardwood mulch to a depth of three (3") inches. This hardwood mulch placement shall be considered incidental to this item and measured as Sodding.

All sod surfaces shall be rolled once prior to the initial watering.

Within 2 hours after the sod has been placed, 10 gallons of water per square yard shall be applied. Thereafter, each day, which does not receive more than 1 inch of natural rain, additional water shall be applied at the rate of 6 gallons of water per square yard as outlined in these specifications.

Inspection:

The Contractor shall notify the Engineer of the localities from which the sod is to be obtained so that an authorized representative may inspect the fields for approval.

Method of Measurement:

Sodding will be paid for at the predetermined area measured by the engineer. To be acceptable, the sod shall be in a live healthy condition and be knitted to the soil. When directed by the Engineer, any defective or unacceptable sod shall be removed, replaced and watered by the Contractor at his/her own expense and in accordance with the

requirements specified. Only acceptable sod will be measured for payment. Sod watering will not be measured for payment.

Basis of Payment:

Sodding will be paid for at the contract unit price per square yard for SODDING, which price shall include preparation of soil surface, furnishing and placing sod, and sod watering.

SOD WATERING

This work shall consist of **SOD WATERING** areas of sodding. Within 2 hours after the sod has been placed, 10 gallons of water per square yard shall be applied. Thereafter, each day, which does not receive more than 1-inch of natural rain, additional water shall be applied at the rate of 6 gallons of water per square yard. The watering shall be performed no more than two days apart.

Three additional waterings shall be performed during the period of establishment, The period of establishment shall be define as the period of time between of sod placement and when the sod become knitted to the soil and is growing in place. It is imperative that the Contractor notifies the Engineer each day that a watering is to take place. Payment for sod will **NOT** be made if the resident Engineer does not verify that the City received the 3 additional waterings.

Absolutely **NO** sod shall be placed from June 1 to August 31, unless so directed by the City.

Basis of Payment:

SOD WATERING shall be considered incidental to the placement of Sod and not paid for separately.

NOTIFICATION OF RESIDENTS

This item shall include all material, equipment and labor to produce and distribute a "FLYER" to the residents notifying them that sod maintenance is now homeowner's responsibility. A sample "FLYER" is attached here within immediately following these Supplemental Special Provisions. This "FLYER" is to be distributed after the completion of 5 waterings by the contractor.

Basis of Payment:

This work shall be considered incidental to the contract.

SEEDING, IDOT CLASS 1 W/EROSION CONTROL BLANKET

All areas designated to be seeded shall be prepared with application of a minimum three (3") inches of topsoil. An IDOT Class 1A Lawn Mix seed shall be used on all areas designated to be seeded.

- Kentucky Blue Grass 49.60%
- Perennial Rye Grass 29.57%
- Creeping Red Fescue 19.40%
- Other Crop 0.29%
- Inert Material 1.12%

- Weed Seed 0.02%

The rate of application of the seed will be judged by the density of growth of the grass after germination has taken place. Areas in which the seed does not take root shall be re-seeded at no additional cost to the City. It shall be the contractor's responsibility to ensure the applied topsoil has nutrients to sustain growth of the grass. Any necessary applications of fertilizer to the topsoil shall be considered incidental. Erosion Control Blanket shall be placed and staked to protect the topsoil and seed.

Watering of areas approved for seeding will not be necessary.

Method of Measurement:

The areas seeded and mulched shall be pre-measured in units of square yards and will not be accepted for payment until the mulch has been applied.

Basis of Payment:

This work will be paid for at the contract unit price per square yard for SEEDING, CLASS 1A W/EROSION CONTROL BLANKET.

B-BOX BLOWOUT / EXERCISE

This work shall consist of removal of soil and other debris from a residential water service valve box (b-box). Compressed air or vacuum shall be utilized. Upon completion, the valve shall be exercised to verify proper operation. If the valve is not operable, up to 8 ounces of Clarion Food Grade White Mineral Oil 200 shall be applied to the valve prior to again exercising the valve. If the valve remains inoperable, the City inspector shall be notified immediately via mobile phone.

Inspection:

The City may elect to have an inspector present for this work. Alternatively, the City may verify valve operation at a later time. If the blowout is determined to be incomplete, the Contractor may be directed to return to the site and repeat the work without additional compensation.

Basis of Payment:

This work shall be paid for at the contract unit price each for **B-BOX BLOWOUT / EXERCISE**. Only one each shall be paid for each valve / site.

B-BOX RESET - ON-SITE BACKFILL

This work shall consist of excavating, removal, and resetting / replacement of residential water service valve box (b-box) located in non-paved areas (e.g. parkways, front yard, etc.). The City inspector shall determine whether parts are to be reused or replaced. The excavated material shall be utilized for backfill and compacted to grade. A new plastic b-box adapter shall be provided by the City and installed by the Contractor.

The City inspector shall consult with the Contractor and determine whether the b-box shall be reused or replaced and whether a **CURB STOP REPLACEMENT** is required. New valve boxes and plastic adapters shall be provided by the City if needed. The Contractor shall load such material on a daily or weekly basis at 921 E. Washington Street and transport to the work sites as needed.

Inspection:

The City may elect to have an inspector present for this work. Alternatively, the City may verify valve operation at a later time. If the valve is not accessible, the Contractor may be directed to return to the site and repeat the work without additional compensation.

Basis of Payment:

This work shall be paid for at the contract unit price each for **B-BOX RESET - ON-SITE BACKFILL**. Only one each shall be paid for each valve / site. If the Contractor determines to add material or haul material off-site, it shall be considered incidental to the pay item.

B-BOX RESET - TRENCH BACKFILL

This work shall consist of excavating, removal, and replacement of residential water service valve box (b-box) located in concrete pavement (e.g. sidewalks, driveways, etc.) or other locations where the City determines that trench backfill is to be utilized. The Contractor shall haul away and dispose of all excavated material. Backfill material shall be provided by the contractor and shall consist of clean CA-6 (no recycled material permitted).

The City inspector shall consult with the Contractor and determine whether the b-box shall be reused or replaced and whether a **CURB STOP REPLACEMENT** is required. The City may choose whether to assign "CURB STOP REPLACEMENT" to the Contractor or perform with City plumbers. New valve boxes and plastic adapters shall be provided by the City if needed. The Contractor shall load such material on a daily or weekly basis at 921 E. Washington Street and transport to the work sites as needed.

Inspection:

The City may elect to have an inspector present for this work. Alternatively, the City may verify valve operation at a later time. If the blowout is determined to be incomplete, the Contractor may be directed to return to the site and repeat the work without additional compensation.

Basis of Payment:

This work shall be paid for at the contract unit price each for **B-BOX RESET - TRENCH BACKFILL**. Only one each shall be paid for each valve / site. If the Contractor determines to add material or haul material off-site, it shall be considered incidental to the pay item.

CURB STOP REPLACEMENT

This work shall consist of replacing residential water service valve ("CURB STOP") and would always be performed in conjunction with a **B-BOX RESET**. This work shall be performed by a licensed plumber in accordance with Illinois plumbing code. **New curb stops shall be provided by the City if needed.** The Contractor shall load such material on a daily or weekly basis at 921 E. Washington Street and transport to the work sites as needed.

Inspection:

The City may elect to have an inspector present for this work. Alternatively, the City may verify valve operation at a later time. If the work is determined to be incomplete, the Contractor may be directed to return to the site and repeat the work without additional compensation.

Basis of Payment:

This work shall be paid for at the contract unit price each for **CURB STOP REPLACEMENT**. Only one each shall be paid for each valve / site. If the Contractor determines to add material or haul material off-site, it shall be considered incidental to the pay item.

CLASS D PATCH (ASPHALT FULL DEPTH)

This work shall consist of full depth saw cutting (or other mechanical means of squaring edge) the existing pavement, removing and disposing of any concrete, asphalt and gravel necessary and as requested by the Engineer, and providing the material, labor, and equipment to install a hot-mix asphalt pavement in accordance with Article 442 of the Standard Specifications, Class D patches.

The minimum patch horizontal dimensions shall generally be 5 feet by 5 feet. Patch edges shall be straight. Full lane width patches will not be required, but joints should generally follow lane markers or the midpoint of the lane to avoid locating in the wheel path.

Only one lane of traffic may be closed when performing this work. This traffic control shall be incidental to this pay item. If additional payment for overnight traffic control is required, this will be paid under the separate traffic control item if approved by the Engineer.

Basis of Payment

This work will be paid for at the contract unit price per square yard for Class D Patch (Special), of the type and depth specified in the proposal form as measured in place.

HOT MIX ASPHALT DRIVEWAY - SPECIAL

This work includes the labor, materials, and equipment necessary for placing Hot Mix Asphalt Surface Course, IL 9.5, Mix C, N50, of the compacted thickness specified in the Schedule of Prices, and as directed by the Engineer, for driveway pavement. This work shall be performed in accordance with Section 406 of the "Standard Specifications."

The driveway will be prepared for Hot Mix Asphalt material by placing an aggregate base course of Type C, Gradation CA-6, with a minimum thickness of three (3) inches, and not less than the thickness of adjacent existing driveway base material. Where asphalt is to be placed over existing CA-6, the top twelve (12) inches must be compacted to the satisfaction of the Engineer.

Existing asphalt pavement shall be saw-cut.

Basis of Payment

This work shall be paid for at the contract unit price per SQUARE YARD for HOT MIX ASPHALT DRIVEWAY – SPECIAL, of the thickness specified, as measured in place. Saw-cutting, aggregate base, and all other associated work shall be incidental to this pay item.

DISPOSAL OF SURPLUS MATERIAL

Surplus and waste materials resulting from the restoration items cover under this contract shall be disposed of by the Contractor, at his/her own expense, in accordance with all applicable federal, state, and local governmental regulations. The City is in no way obligated to provide disposal sites or provided additional compensation for disposal of spoil materials. All disposal is incidental to other contract pay items.

**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

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.

PREVAILING WAGES

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

For Prevailing Wage information please go to the City of Joliet Website

<http://cityofjoliet.info/departments/finance/purchasing/prevailing-wage-information>.

For current Prevailing Wage Rates, go to State of Illinois Website and click on the following link and scroll down to WILL COUNTY and KENDALL COUNTY and click on one or both of those depending on which County your project is taking place in. You will then see the most current rates which apply to your contract:

Current Prevailing Wage Rates.

If you cannot access or have difficulty retrieving the prevailing wage information, contact Margaret McEvilly at mmceville@jolietcity.org or call her at 815-724-3926 and we will send you the relevant prevailing wage information.



**150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432-4158**

GENERAL CONTRACTOR

RE: 2018 CONSTRUCTION PROJECTS

Dear General Contractor:

The City of Joliet currently has specifications, which require ten (10%) percent minority participation in contracts over \$100,000.00. In an effort to track this information letter, the City of Joliet will be requiring all GENERAL CONTRACTS to submit to a complete list of sub-contractors they intend to use on the awarded project at the pre-construction meeting. The issuance of this sub-contractor list will help the City ensure that minority requirements are met as well as prevailing wages. The sub-contractor list should include the dollar amount or percentage of this contract for the work the sub-contractor is responsible. I.D.O.T. for BC 260-A is an example of such an acceptable form. In addition, the specification states that monthly certified payroll records are to be submitted to the Engineer. This will also be enforced for the upcoming construction season.

The City of Joliet appreciates your effort throughout the years and looks forward to working with you in the upcoming construction season.

James R. Trizna
Public Works Director

Allison Swisher
Interim Public Utilities Director

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.

CITY OF JOLIET
STATE OF ILLINOIS

PROPOSAL FORM

NOTE: ALL BLANKS ON EACH AND EVERY SHEET OF THIS PROPOSAL SHALL BE COMPLETED. FAILURE TO COMPLETE ALL BLANKS SHALL BE GROUNDS FOR REJECTION OF BIDS.

TO THE MAYOR AND CITY COUNCIL OF JOLIET, ILLINOIS:

1. PROPOSAL OF _____
(Name and Address of Bidder)

2. The plans for the proposed work are those prepared by the City Engineer and approved by the City Council of the City of Joliet, Illinois on _____.

The specifications herein referred to are those prepared by the City Engineer.

3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.

4. The undersigned further declares that he has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction, and he understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.

5. The undersigned further understands and agrees that if this proposal is accepted he is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, in the respective sections, and to do all of the work, and to furnish all of the materials specified in the contract.

6. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined multiplied by the unit price shown in the schedule of prices contained herein.

7. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deduction; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.

8. The undersigned further agrees that if the owner decides to extend or shorten improvement, or otherwise alter it by extras or deductions, including the

elimination of any one or more of the items, by an amount not to exceed twenty-five (25) percent of the total money value of the original contract price or contract price corrected as provided in the specifications, he will perform the work as altered, increased or decreased at the contract unit price.

9. The undersigned further agrees that the Engineer may at any time during the progress of the work covered by this contract, order other materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus fifteen percent (15%), the actual cost to be determined as provided in the specification.
10. The undersigned further agrees to execute a contract for this work and present the same to the City of Joliet within fifteen (15) days after the date of the notice of the award of the contract to him.
11. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the date of the notice of the award of the contract, a contract bond satisfactory to and in the form prescribed by the City of Joliet in the penal sum of one hundred percent (100%) of the full amount of the contract within the terms of the contract.
12. The undersigned further agrees to begin work not later than ten (10) days after the execution of the acceptance of the contract and contract bond, unless otherwise provided and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work within **60 consecutive calendar days** after execution of the contract, by both parties, unless additional time shall be granted by the Engineer in accordance with provisions of the specifications.

In case of failure to complete the work in or before the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the City of Joliet shall withhold, from each sum as may be due him under the terms of this contract, the costs, set forth in the specifications of the contract, which costs shall be considered and treated not as a penalty but as damages due to the City of Joliet from the undersigned by reason on inconvenience to the public, added cost of engineering and supervision and other items which have caused an expenditure of public funds resulting from the failure of the under signed to complete the work within the time specified in the contract.

13. Accompanying this proposal is a bank draft, bank cashier's check, bid bond or a certified check, complying with the requirements of the specifications, made payable to the City of Joliet.

THE AMOUNT OF THE CHECK OR DRAFT IS (\$ _____)

If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required within, it is hereby agreed that the amount of the check or bank draft shall become the property of the City of Joliet and shall be considered as payment of damages due to delay and other causes suffered by the City of Joliet because of the failure to execute said contract and contract bond; otherwise said check or draft, shall be returned to the undersigned.

14. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule of unit prices for which he proposes each item of work, that the extensions must be made by him and that if not so done his proposal may be rejected as irregular.

15. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract

CITY OF JOLIET						
2018 UTILITIES RESTORATION PROGRAM - PHASE II						
SCHEDULE OF PRICES						
(FOR MORE INFORMATION REGARDING THESE ITEMS SEE PLANS AND SPECIFICATIONS)						
SEQ#	ITEM#	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
1	1	P.C.C. SIDEWALK, 5-INCH	5000.00	SQ FT		
2	2	P.C.C. DRIVEWAY, 8-INCH	2000.00	SQ FT		
3	3	COMBINATION CURB & GUTTER B6.12	1200.00	LN FT		
4	4	COMBINATION CURB & GUTTER B6.24	150.00	LN FT		
5	5	CLASS B PATCH, 12" (TY II)	120.00	SQ YD		
6	6	CLASS B PATCH, 16" (TY II) SPECIAL	40.00	SQ YD		
7	7	BARRIER CURB B-6	100.00	LN FT		
8	8	FURNISHING AND PLACING TOPSOIL, 3"	4500.00	SQ YD		
9	9	CLASS 1 SEEDING W/EXCELSIOR BLANKET	4500.00	SQ YD		
10	10	SODDING	50.00	SQ YD		
11	11	BRICK PAVERS REMOVE & REPLACE	150.00	SQ FT		
12	12	DETECTABLE WARNINGS - CAST IRON	150.00	SQ FT		
13	13	TRAFFIC CONTROL AND PROTECTION	30.00	DAYS		
14	14	SITE MOBILIZATION (UNIT PRICE SET BY CITY)	300.00	SITES	\$ 45.00	\$ 13,500.00
15	15	MANHOLE / VALVE VAULT FRAME TO BE ADJUSTED - SPECIAL	2.00	EA		
16	16	VALVE BOX TO BE ADJUSTED - SPECIAL	2.00	EA		
17	17	CATCH BASIN FRAME TO BE ADJUSTED - SPECIAL	2.00	EA		
18	18	B-BOX BLOWOUT / EXERCISE	2.00	EA		
19	19	B-BOX RESET - ON-SITE BACKFILL	2.00	EA		
20	20	B-BOX RESET - TRENCH BACKFILL	2.00	EA		
21	21	CURB STOP REPLACEMENT	2.00	EA		
22	22	CLASS D PATCH, Type II - 10" (full depth HMA)	75.00	SY		
23	23	CLASS D PATCH, Type II - 6" (full depth HMA)	25.00	SY		
24	24	HOT MIX ASPHALT DRIVEWAY - SPECIAL	100.00	SY		

BIDDER'S PROPOSAL FOR MAKING THE IMPROVEMENTS:

SUBMITTED BY:

Name of Company: _____

By: _____
Signature of person authorized to sign bid

_____ Date

_____ Title

_____ Email

_____ Phone

16. This set of contract documents shall remain intact and shall be submitted in its entirety with the proposal.

(IF AN INDIVIDUAL)

SIGNATURE OF BIDDER _____ (SEAL)

BUSINESS ADDRESS _____

(IF A CO-PARTNERSHIP)

FIRM NAME _____ (SEAL)

SIGNED BY _____ (SEAL)

BUSINESS ADDRESS _____

Insert Names and _____
Addresses of All _____
Members of the firm _____

(IF A CORPORATION)

CORPORATE NAME _____

SIGNED BY _____

President

BUSINESS ADDRESS _____

(CORPORATE SEAL)

PRESIDENT _____

Insert Names of Officers SECRETARY _____

TREASURER _____

ATTEST: _____

Secretary

CONTRACT SPECIFICATION - DEVIATIONS AND SUBSTITUTIONS

Pursuant to Section 15 of the Instructions 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

NAME (print): _____

BY: _____
 Signature of person authorized to sign bid

TITLE _____

ADDRESS _____

PHONE (_____) _____

E-MAIL: _____

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:

_____ <i>President</i>	_____ <i>Secretary</i>
_____ <i>Vice President</i>	_____ <i>Treasurer</i>

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 non-responsible 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 _____, **2018**.

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, **2018.**

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

**David A. Hales
City Manager**

**Print name of
Contractor** _____

By: _____

Print Name: _____

Attest: _____

**Christa M. Desiderio
City Clerk**

Title: _____

Approved as to form:

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