



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

FOR THE

Lift Station Generator Replacement

CONTRACT NO. 2469-0320

<p>APPROVED DEPARTMENT OF PUBLIC UTILITIES</p> <p> _____ DIRECTOR OF PUBLIC UTILITIES</p> <p>DATE <u>February 13</u>, 2020</p>	<p>SUBMITTED BY</p> <p>_____ CONTRACTOR'S NAME</p> <p>_____ ADDRESS</p>
<p>APPROVED DEPARTMENT OF PUBLIC UTILITIES</p> <p> _____ PLANT OPERATIONS SUPERINTENDENT</p> <p>DATE <u>February 13</u>, 2020</p>	<p>_____ CITY AND STATE</p> <p>_____ PHONE</p> <p>DATE _____, 2020</p>

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

INTERIM CITY MANAGER
Steve Jones

COUNCILPERSONS
Don Dickinson
Bettye Gavin
Larry E. Hug
Terry Morris
Pat Mudron
Jan Haliums Quillman
Sherri Reardon
Michael F. Turk

PURCHASING/CONTRACTS ADMINISTRATOR
Margaret E. McEvilly

CONTRACT DOCUMENTS

PROJECT: LIFT STATION GENERATOR REPLACEMENT

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

CONTRACT NO. 2469-0320

**STEVE JONES
INTERIM CITY MANAGER**

**MARGARET E. McEVILLY
CONTRACT ADMINISTRATOR**

LEGAL NOTICE
CITY OF JOLIET
ADVERTISEMENT TO BIDS
CONTRACT NO. 2469-0320

PROJECT NAME: Lift Station Generator Replacement

The City of Joliet, Illinois, does hereby invite sealed bids for **LIFT STATION GENERATOR REPLACEMENT**.

Bids will be received at the Office of the City Clerk, City of Joliet Municipal Building, and 150 West Jefferson Street, Joliet, Illinois 60432-4156 until **10:20 A.M.** local time on **FRIDAY, MARCH 6, 2020** at which time they will be opened and publicly read aloud.

Receipt of your document in any location other than City Clerk's office at City Hall, 150 W. Jefferson St., Joliet, IL 60432, does not constitute receipt. If you are using a delivery service, the fact that it was signed for by someone at City of Joliet does not constitute receipt. To ensure that your package was received prior to the opening, you can email cityclerk@joliet.gov or call 815-724-3780 to verify receipt of document.

Those desiring to submit a bid may examine the bid documents and detailed specifications at the City of Joliet Purchasing Division, 150 W. Jefferson St., Joliet, IL 60432 between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday. Electronic copies can be downloaded free of charge at <http://www.joliet.gov/bids-proposals>.

All bidders will be required to submit Bid Security in the form of a Certified Check, Cashier's Check or a Bid Bond in the amount of **Ten percent (10%) of the Base Bid**, payable to the City of Joliet.

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

All Bidding Document holders should sign up for RSS feeds at <https://www.joliet.gov/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.joliet.gov/bids-proposals>. The potential vendor/contractor remains responsible for obtaining all addenda to the original specification so they should check the specific bid page before submitting a bid to make sure they have received all addendums to a specific contract.

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

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

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

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

BID DOCUMENT FEE: \$50.00 hardcopy or
Electronic download is free
To be published in the Labor Record
Thursday, February 20, 2020

STEVE JONES
INTERIM CITY MANAGER
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.

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

CONTRACT DOCUMENTS FOR : LIFT STATION GENERATOR REPLACEMENT
JOLIET, ILLINOIS

User Department: DEPARTMENT OF PUBLIC UTILITIES

Date and Time of Bid Opening: FRIDAY, MARCH 6, 2020, @ 10:20 A.M.

Bid Security: 10%

Performance Security: 100%

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

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

Bob O'Dekirk
Mayor

STEVE JONES
Interim City Manager

Margaret E. McEvilly
Contract Administrator

Council Members:
Don Dickinson
Bettye Gavin
Larry E. Hug
Terry Morris
Pat Mudron
Jan Hallums Quillman
Sherri Reardon
Michael F. Turk

**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

INSTRUCTION TO BIDDERS

PROJECT: LIFT STATION GENERATOR REPLACEMENT

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. BIDS - GENERAL

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

2. FORMS

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

3. BLANKS; CORRECTIONS

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

4. SUBMISSION

Bids shall be submitted in opaque sealed envelopes to the City Clerk, 150 West Jefferson Street, Joliet, Illinois 60432-4156, prior to the time and date set forth for

bid opening in the Notice to Bidders. Each bid shall be addressed to the City Clerk and shall bear on the face of the envelope the name of the bidder, and a statement that it is a sealed bid to be opened for the contract at the date and hour as set forth in the invitation to bid.

5. EXECUTION

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

6. WITHDRAWAL

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

7. WORDS AND FIGURES

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

8. UNIT PRICE

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

9. TAXES

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

10. NET PRICE

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

11. BID SECURITY

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

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

12. BID SECURITY RETURN

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

13. INTERPRETATIONS

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

14. FAMILIARITY WITH CONTRACT DOCUMENTS AND SITE

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

15. ON-SITE PRE-BID MEETING

Site visits are available upon request. Please contact Nick Gornick ngornick@joliet.gov for scheduling.

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.

23. COMPLETION AND FINAL PUNCHLIST

After all work on this project is complete, the City will prepare a final "Punch list" of items that have not been completed to the satisfaction of the City, which require correction prior to final acceptance by the City. Upon issuance of the final "Punch list", the Contractor will have fifteen (15) calendar days to complete all work outstanding. The City will reinspect the project to determine if all work has been completed. If all work is not complete within the initial fifteen (15) day period, the Contractor will be considered in default.

24. PROJECT COMPLETION DATE

The project completion date, including the completion of the final punch list and the completion of the final inspection with the Owner and the Engineer will be **JULY 17, 2020.**

25. LIQUIDATED DAMAGES

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 Two Hundred Dollars (\$250.00) as fixed, agreed and liquidated damages for each calendar day of unjustified deviation from the date specified in the proposal for completion.

GENERAL CONDITIONS

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

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

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

GENERAL CONDITIONS

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:

NICHOLAS C. GORNICK, PLANT OPERATIONS SUPERINTENDENT

- (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 Two Hundred Dollars (\$250.00) as fixed, agreed and liquidated damages for each calendar day of unjustified deviation from the date specified in the proposal for completion.

3.0 PLANS, SPECIFICATIONS AND DRAWINGS

3.1 CONFORMITY:

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

3.2 AVAILABILITY AT SITE:

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

3.3 CONSISTANCY:

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

3.4 FIGURED DIMENSIONS TO GOVERN:

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

3.5 FAMILIARITY WITH SITE, PLANS, SPECIFICATIONS AND DRAWINGS:

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

3.6 ERRORS/AND OMISSIONS:

If the Contractor discovers any error 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 be disposed by the contractor.

4.12 REMOVAL AND PREPARATION OF THE EXISTING CONCRETE:

The existing concrete shall be removed as shown on the Plan, or as directed by the Engineer, or as directed by the City Project Manager. Ends of the patch need not be squared but may follow the existing cracks, provided angles smaller than those shown on the Plan do not result.

Equipment and methods used for removing and prepping the existing concrete shall be such as to prevent cracking, shattering or spalling of the concrete remaining in place. Concrete Preparation methods will be performed by grinding the existing concrete by approximately 1/8".

Encountered Existing Reinforcement Bars are to be cleaned of all rust and dirt and oils; and sandblasted – if necessary.

The Contractor **WILL NOT** be allowed to place concrete until the cleaned and prepped concrete is inspected and approved by the Engineer and/or the City Project Manager.

4.13 PLACING OF THE PROPOSED CONCRETE:

The Contractor **WILL NOT** be allowed to place the concrete overlay or coatings without the Engineer and/or the City Project Manager being present and on-site for the installation operation.

4.14 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.

4.15 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.

(c) 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 **\$1,000,000.00** for any one accident or occurrence where one or more persons are injured or killed.

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

(c) **Proof of Insurance:** Before commencing work, the Contractor shall submit his Statutory Liability Insurance and Comprehensive Public Liability Insurance Policies or Certificates of Insurance to the City for review and approval. He shall similarly submit his 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.

(e) **Engineer as Additional Insured:** All policies of insurance required shall contain an endorsement showing Engineering Solutions Team 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.

The City reserves the right to require the successful bidder to supply a Performance Bond and a Labor and Materials Payment Bond issued by a surety authorized to do business in Illinois and having a current A.M. Best financial strength rating of not less than "A-". The bonds shall be filed within ten (10) calendar days of acceptance of the bidder's proposal by the City. The bonds unless otherwise specified by the Purchasing Manager, shall be 100% of the total contract price. The form of all bonds shall be subject to the approval of the Corporation Counsel of the City.

9.0 ADDITIONAL PERFORMANCE SECURITY

9.1 RISK OF LOSS:

The City assumes no responsibility for the existence or condition of surface or subsurface structures, property or conditions in the project area 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 judgment, may be necessary for his proper protection in the prosecution of the work.

9.3 TERMINATION:

- (a) In the event the Contractor voluntarily petitions for bankruptcy, or is adjudged bankrupt or makes a general assignment for the benefit of his creditors or if a receiver is appointed on account of his insolvency, or in the event that any of the provisions of this contract are violated by the Contractor or by any of his 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. 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. 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.

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.

The Contractor is responsible to submit all appropriate partial waivers of lien, with each pay request.

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. 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.

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

<https://www.joliet.gov/departments/finance/purchasing/prevailing-wage-information>

For current Prevailing Wage Rates, go to State of Illinois Website below and follow the instructions:

<https://data.illinois.gov/dataset/idol-2018-prevailing-wage-rates/resource/0c95f063-aed9-4db7-adc3-c224acee8fc2>

If you cannot access or have difficulty retrieving the prevailing wage information, contact Margaret McEvelly at mmcevilly@joliet.gov or call 815-724-3926 and we will send you the relevant prevailing wage information.

Specifications

General

The scope of work for this contract is to provide and install three (3) replacement generators for the Lift Stations listed below. Generators shall be provided as described below and shown on the drawings at the following locations:

- Edgecreek Lift Station = 300 kW (3100 Edgecreek Dr., Joliet IL)
- Route 66 Lift Station = 80 kW (399 Laraway Rd., Joliet IL)
- Neufairfield Lift Station = 40 kW (2526 Maple Rd. (Rt 6) Joliet IL)

Equipment Responsibility

All equipment shall be furnished by one equipment supplier. The equipment supplier shall have responsibility for the complete and proper operation of the new equipment as specified and furnished. Start-up services shall be included, and shall include operating instruction to the operators. In order to ensure compatibility and overall system function it is the intent of this specification that all components specified herein be supplied by a single vendor.

Generator Requirements

This section includes packaged diesel engine generators for emergency use with the following features:

Section includes packaged diesel engine generators for emergency use with the following features:

- Diesel engine.
- Alternator.
- Unit-mounted radiator.
- Diesel fuel-oil system.
- Control and monitoring.
- Generator overcurrent and fault protection.
- Generator, exciter, and voltage regulator.
- Load banks.
- Outdoor engine generator enclosure.
- Vibration isolation devices.
- Finishes.
- Transfer Switches.

Submittals:

- Product Data: For each type of product.
 - Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
 - Include thermal damage curve for generator.
 - Include time-current characteristic curves for generator protective device.
 - Include fuel consumption in gallons per hour at 0.8 power factor at 0.5, 0.75, and 1.0 times generator capacity.
 - Include airflow requirements for cooling and combustion air in cubic feet per minute at 0.8 power factor, and reference air-supply temperature. Provide

Drawings indicating requirements and limitations for location of air intake and exhausts.

- Include generator characteristics, including, but not limited to, kilowatt rating, efficiency, reactances, and short-circuit current capability.
- Include plans and elevations for engine generator and other components specified. Indicate access requirements affected by height of subbase fuel tank.
- Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
- Identify fluid drain ports and clearance requirements for proper fluid drain.
- Design calculations for selecting vibration isolators and seismic restraints and for designing vibration isolation bases.
- Vibration Isolation Base Details: Detail fabrication, including anchorages and attachments to structure and supported equipment. Include base weights.
- Include diagrams for power, signal, and control wiring. Complete schematic, wiring, and interconnection diagrams showing terminal markings for EPS equipment and functional relationship between all electrical components.

Operation & Maintenance Manuals:

- Operation and Maintenance Data: For engine generators to include in emergency, operation, and maintenance manuals.
 - List of tools and replacement items recommended to be stored at Project for ready access. Include part and drawing numbers, current unit prices, and source of supply.
 - Operating instructions mounted adjacent to generator location.
 - Training plan.

Warranty:

- Manufacturer's Warranty: Manufacturer agrees to repair or replace components of packaged engine generators and associated auxiliary components that fail in materials or workmanship within specified warranty period of Two years from date of generator commissioning.

Manufacturer:

- Basis-of-Design Product: MTU Onsite Energy Corporation
- CAT
- Cummings Onan

Performance Requirements:

- Seismic Performance: Engine generator housing, subbase fuel tank, engine generator, batteries, battery racks, silencers, sound attenuating equipment, accessories, and components shall withstand the effects of earthquake motions typical for this location.
- Component Importance Factor:
 - B11 Compliance:

- Comply with B11.19.
 - CSA Compliance:
 - Comply with CSA 22.1.
 - Comply with CSA 282.
 - NFPA Compliance:
 - Comply with NFPA 37.
 - Comply with NFPA 70.
 - Comply with NFPA 99.
 - Comply with NFPA 110 requirements for Level 1 EPSS.
 - UL Compliance: Comply with UL 2200.
- Engine Exhaust Emissions: Comply with EPA NSPS requirements for emergency generators and applicable state and local government requirements.
- Noise Emission: Comply with ISO 8528-10 for sound measurements at 23.0 feet.
- Environmental Conditions: Engine generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
 - Ambient Temperature: 122 deg f.
 - Relative Humidity: Zero to 100 percent.
 - Altitude: Sea level to 1000 feet.

Engine Generator Assembly Description:

- Factory-assembled and -tested, water-cooled engine, with brushless generator and accessories.
- Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- Service Load:
 - 300kW for Edgecreek
 - 80kW for Route 66
 - 40kW for Neufairfield
- Power Factor: 0.8
- Frequency: 60 Hz
- Voltage / Phase / Wire:
 - 480V / 3P / 4W at Edgecreek
 - 480V / 3P / 3W at Route 66
 - 480V / 3P / 3W at Neufairfield
- Governor: Adjustable isochronous, with speed sensing.
- Mounting Frame: Structural steel framework to maintain alignment of mounted components without depending on concrete foundation. Provide lifting attachments sized and spaced to prevent deflection of base during lifting and moving.

- Capacities and Characteristics:
 - Power Output Ratings: Nominal ratings as indicated at 0.8 power factor excluding power required for the continued and repeated operation of the unit and auxiliaries, with capacity as required to operate as a unit as evidenced by records of prototype testing.
 - Nameplates: For each major system component to identify manufacturer's name, model, and serial number, of component.

Engine Generator Performance:

- Steady-State Voltage Operational Bandwidth: 0.25 percent of rated output voltage, from no load to full load, and one-percent for non-PMG alternators.
- Load Factor: 85-percent load factor according to ISO 8528-1.
 - If below, supplier shall provide updated documents for performance modified to 85-percent load factor in regards to time before overhaul and the respective maintenance schedule.
- When facility loads are provided, a generator set sizing report from the manufacturer shall be provided, detailing each load, and the performance for each step.
- Transient Voltage Performance: Not more than 20 percent variation for 50 percent step-load increase or decrease. Voltage shall recover and remain within the steady-state operating band within 3.5-seconds.
- Steady-State Frequency Operational Bandwidth: 0.25 percent of rated frequency, from no load to full load, and 0.5 percent for mechanical governed engines.
- Steady-State Frequency Stability: When system is operating at any constant load within the rated load, there shall be no random speed variations outside the steady-state operational band and no hunting or surging of speed.
- Transient Frequency Performance: Less than 5 percent variation for 50 percent step-load increase or decrease. Frequency shall recover and remain within the steady-state operating band within five seconds.
- Output Waveform: At no load, harmonic content measured line to line or line to neutral shall not exceed 5 percent total and 3 percent for single harmonics. Telephone influence factor, determined according to NEMA MG 1, shall not exceed 50 percent.
- Sustained Short-Circuit Current: For a three-phase, bolted short circuit at system output terminals, system shall supply a minimum of 300 percent of rated full-load current for not less than 10 seconds and then clear the fault automatically with PMG/AREP, without damage to generator system components.

Diesel Generator:

- Fuel: ASTM D 975 diesel fuel oil, Grade 2-D S15.
 - Biodiesel content less than or equal to 7 percent.

- Rated Engine Speed: 1800 rpm.
- Lubrication System:
 - Filter and Strainer: Select according to engine manufacturer's requirements for particle removal.
 - Thermostatic Control Valve: Control flow in system to maintain optimum oil temperature. Unit shall be capable of full flow and is designed to be fail-safe.
 - Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps, siphons, special tools, or appliances.
 - Jacket Coolant Heater: Electric-immersion type, factory installed in coolant jacket system. Comply with NFPA 110 requirements for Level 1 equipment for heater capacity and with UL 499.
- Cooling System: Closed loop, liquid cooled, with radiator factory mounted on engine generator mounting frame and integral engine-driven coolant pump.
 - Coolant: Glycol-based antifreeze and water mixture for freeze protection to [minus 30 deg F (minus 34 deg C)], with anticorrosion additives as recommended by engine manufacturer.
 - Size of Radiator: Adequate to contain expansion of total system coolant, from cold start to 100 percent load condition.
 - Expansion Tank: Rated to withstand maximum closed-loop coolant-system pressure for engine used. Equip with gage glass and petcock. Replace gage glass with a pressure sensor when gage glass is located more than 8 feet (2.4 m) from the floor.
 - Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.
 - Coolant Hose: Flexible assembly with inside surface of nonporous rubber and outer covering of aging-, UV-, and abrasion-resistant fabric.
 - Rating: 50-psig (345-kPa) maximum working pressure with coolant at 180 deg F (82 deg C), and noncollapsible under vacuum.
 - End Fittings: Flanges or steel pipe nipples with clamps to suit piping and equipment connections.
- Muffler/Silencer: Designed to meet sound attenuation levels as specified herein.
- Air-Intake Filter: Single-stage, engine-mounted air cleaner with replaceable dry-filter element and "blocked filter" indicator.
- Starting System: Match engine ECU and genset control voltage requirements.
- Components: Sized so they are not damaged during a full engine-cranking cycle, with ambient temperature at maximum specified in "Performance Requirements" Article.
- Cranking Motor: Heavy-duty unit that automatically engages and releases from engine flywheel without binding.
- Battery: Lead acid, with capacity within ambient temperature range specified in "Performance Requirements" Article to provide NFPA 110 specified cranking cycle without recharging.

- Battery Cable: Size as recommended by engine manufacturer for cable length indicated. Include required interconnecting conductors and connection accessories.
- Battery Compartment: Factory fabricated of metal with acid-resistant finish and thermal insulation. Include accessories required to support and fasten batteries in place.
 - Compartment Heater: Thermostatically controlled heater shall be arranged to maintain battery above 50 deg F (10 deg C) regardless of external ambient temperature within range specified in "Performance Requirements" Article.
 - Compartment Ventilation: Provide ventilation to exhaust battery gases.
- Battery Stand: Factory-fabricated, metal with acid-resistant finish designed to hold the quantity of battery cells required and to maintain the arrangement to minimize lengths of battery interconnections.
- Battery-Charging Alternator: Factory mounted on engine with solid-state voltage regulation.
- Battery Charger: Current-limiting, automatic-equalizing, and float-charging type designed for lead-acid batteries. Unit shall comply with UL 1236 and include the following features:
 - Operation: Equalizing-charging rate of 6 A shall be initiated automatically after battery has lost charge until an adjustable equalizing voltage is achieved at battery terminals. Unit shall then be automatically switched to a lower float-charging mode and shall continue to operate in that mode until battery is discharged again.
 - Automatic Temperature Compensation: Adjust float and equalize voltages for variations in ambient temperature from minus 40 deg F (minus 40 deg C) to 140 deg F (plus 60 deg C) to prevent overcharging at high temperatures and undercharging at low temperatures.
 - Temperature Probe: Equip battery charger with a temperature probe on the negative cable when battery heaters are used.
 - Automatic Voltage Regulation: Maintain constant output voltage regardless of input voltage variations up to plus or minus 10 percent.
 - Ammeter and Voltmeter: Flush mounted in door. Meters shall indicate charging rates.
 - Safety Functions: Sense abnormally low battery voltage and close contacts providing low battery voltage indication on control and monitoring panel. Sense high battery voltage and loss of ac input or dc output of battery charger. Either condition shall close contacts that provide a battery-charger malfunction indication at system control and monitoring panel.
 - Enclosure and Mounting: NEMA 250, Type 1 wall-mounted cabinet.

Diesel Fuel-Oil System

- Comply with NFPA 30.
- Main Fuel Pump: Mounted on engine to provide primary fuel flow under starting and load conditions.

- Fuel Filtering: Remove water and contaminants larger than 5 microns, or as recommended by the engine manufacturer.
- Relief-Bypass Valve: Automatically regulates pressure in fuel line and returns excess fuel to source.
- Fuel-Oil Storage Tank: Comply with requirements.
 - Fuel Tank Capacity: Minimum 100 percent of total fuel required for periodic maintenance operations between fuel refills plus fuel for the hours of continuous operation required for the indicated EPSS Class.
 - Subbase-Mounted, Double-Wall, Fuel-Oil Tank: Factory installed and piped, complying with UL 142 fuel-oil tank. Features include the following:
- Tank level indicator.
- Fuel-Tank Capacity: 24hr. Minimum 100 percent of total fuel required for periodic maintenance operations between fuel refills, plus fuel for the hours of continuous.
- Leak detection in interstitial space.
- Vandal-resistant fill cap.
- Containment Provisions: Comply with requirements of authorities having jurisdiction.

Control / Monitoring

- Automatic-Starting System Sequence of Operation: When mode-selector switch on the control and monitoring panel is in the automatic position, remote-control contacts in one or more separate automatic transfer switches initiate starting and stopping of engine generator. When mode-selector switch is switched to the on position, engine generator starts. The off position of same switch initiates engine generator shutdown. When engine generator is running, specified system or equipment failures or derangements automatically shut down engine generator and initiate alarms.
- Manual-Starting System Sequence of Operation: Switching on-off switch on the generator control panel to the on position starts engine generator. The off position of same switch initiates engine generator shutdown. When engine generator is running, specified system or equipment failures or derangements automatically shut down engine generator and initiate alarms.
- Provide minimum run time control set for 30 minutes, with override only by operation of a remote emergency-stop switch.
- Comply with UL 2200 for stationary engine generator assemblies and UL 508A for ancillary controls, such as Master Control Panel mounted off the generator set.
- Configuration: Operating and safety indications, protective devices, basic system controls, and engine gages shall be grouped in a common control and monitoring panel mounted on the engine generator. Mounting method shall isolate the control panel from engine generator vibration. Panel shall be powered from the engine generator battery.

- Configuration: Operating and safety indications, protective devices, basic system controls, engine gages, instrument transformers, generator-disconnect switch or circuit breaker, and other indicated components shall be grouped in a combination control and power panel. Control and monitoring section of panel shall be isolated from power sections by steel barriers. Panel shall be powered from the engine generator battery. Panel features shall include the following:
 - Wall-Mounting Cabinet Construction: Rigid, self-supporting steel unit complying with NEMA ICS 6 and NEMA 250.
 - Switchboard Construction: Freestanding unit. Power bus shall be copper. Bus, bus supports, control wiring, and temperature rise shall comply with UL 891.
 - Switchgear Construction: Freestanding unit.
 - Environmental Operating Conditions: 185 deg F (85 deg C).
 - Controller Compliance: Comply with UL, NFPA, CSA, and CE.
 - Software: Provide PC software at no charge, no activation fee, and without other fees.

- Control / Monitoring Panel:
 - Digital controller with integrated LCD display, controls, and microprocessor, capable of local and remote control, monitoring, and programming, with battery backup.
 - PLC logic incorporating drag and drop ladder logic available for the owner/user. Logic shall be designed such that all parameters within the generator set controller can be used in addition to additional inputs and outputs.

 - Instruments: Located on the control and monitoring panel and viewable during operation.
 - Engine lubricating-oil pressure gage.
 - Engine-coolant temperature gage.
 - DC voltmeter (alternator battery charging).
 - Running-time meter.
 - AC voltmeter,
 - AC ammeter,
 - AC frequency meter.
 - Digital generator-voltage-adjusting feature to allow plus or minus 5 percent adjustment.

 - Controls and Protective Devices: Controls, shutdown devices, and common visual alarm and pre-alarm indication including the following:
 - Cranking control equipment.
 - Run-Off-Auto switch.
 - Control switch not in automatic position alarm.
 - Overcrank alarm.
 - Overcrank shutdown device.
 - Low water temperature alarm.
 - High engine temperature pre-alarm.
 - High engine temperature.
 - High engine temperature shutdown device.
 - Engine exhaust temperature.
 - High engine exhaust temperature alarm.
 - Overspeed alarm.

- Overspeed shutdown device.
- Low-fuel main tank.
 - Low-fuel-level alarm shall be initiated when the level falls below that required for operation for the duration required for the indicated EPSS class.
- Coolant low-level alarm.
- Coolant low-level shutdown device.
- Coolant high-temperature prealarm.
- Coolant high-temperature alarm.
- Coolant low-temperature alarm.
- Coolant high-temperature shutdown device.
- EPS load indicator.
- Battery high-voltage alarm.
- Low-cranking voltage alarm.
- Battery-charger malfunction alarm.
- Battery low-voltage alarm.
- Lamp test.
- Contacts for local and remote common alarm.
- Generator overcurrent-protective-device not-closed alarm.
- Generator overspeed.
- Generator over and under voltage.

Generator Overcurrent and Fault Protection

- Overcurrent protective devices for the entire EPSS shall be coordinated to optimize selective tripping when a short circuit occurs. Coordination of protective devices shall consider both utility and EPSS as the voltage source.
 - Overcurrent protective devices for the EPSS shall be accessible only to authorized personnel.
- Generator Circuit Breaker: Molded-case, thermal-magnetic type; 80 percent rated; complying with UL489.
 - Tripping Characteristic: Designed specifically for generator protection.
 - Trip Rating: Matched to generator output rating.
 - Mounting: Adjacent to or integrated with control and monitoring panel.
- Generator Protector: Microprocessor-based unit shall continuously monitor current level in each phase of generator output, integrate generator heating effect over time, and predict when thermal damage of alternator will occur. When signaled by generator protector or other engine generator protective devices, a shunt-trip device in the generator disconnect switch shall open the switch to disconnect the generator from load circuits. Protector performs the following functions:
 - Initiates a generator overload alarm when generator has operated at an overload equivalent to 110 percent of full-rated load for 60 seconds. Indication for this alarm is integrated with other engine generator malfunction alarms. Contacts shall be available for load shed functions.
 - Under single- or three-phase fault conditions, regulates generator to 300 percent of rated full-load current for up to 10 seconds.
 - As overcurrent heating effect on the generator approaches the thermal damage point of the unit, protector switches the excitation system off, opens the generator disconnect device, and shuts down the engine generator.

- Senses clearing of a fault by other overcurrent devices and controls recovery of rated voltage to avoid overshoot.
- Ground-Fault Indication: Comply with NFPA 70, "Emergency System" signals for ground fault.
 - Indicate ground fault with other engine generator alarm indications.
 - Trip generator protective device on ground fault.

Generator, Exciter and Voltage Regulator

- Comply with NEMA MG 1.
- Drive: Generator shaft shall be directly connected to engine shaft. Exciter shall be rotated integrally with generator rotor.
- Electrical Insulation: Class H or Class F.
- Stator-Winding Leads: Brought out to terminal box to permit future reconnection for other voltages if required.
- Range: Provide limited range of output voltage by adjusting the excitation level.
- Construction shall prevent mechanical, electrical, and thermal damage due to vibration, overspeed up to 125 percent of rating, and heat during operation at 110 percent of rated capacity.
- Enclosure: Dripproof.
- Ingress Protection Rating (IP): Follow IEC 60529
- Instrument Transformers: Mounted within generator enclosure.
- Voltage Regulator: Solid-state type, separate from exciter, providing performance as specified and as required by NFPA 110.
- Digital Adjustment on Control and Monitoring Panel: Provide plus or minus 5 percent adjustment of output-voltage operating band.
- Windings: Two-thirds pitch stator winding and fully linked amortisseur winding.

Outdoor Engineer Generator Enclosure

- Edgecreek Description: Vandal-resistant, Level 3 sound-attenuating, weatherproof steel housing, wind resistant up to 130 mph (209 km/h). Multiple panels shall be lockable and provide adequate access to components requiring maintenance. Instruments and control shall be mounted within enclosure.
- Route 66 Description: Vandal-resistant, Level 2 sound-attenuating, weatherproof steel housing, wind resistant up to 130 mph (209 km/h). Multiple panels shall be

lockable and provide adequate access to components requiring maintenance. Instruments and control shall be mounted within enclosure.

- Neufairfield Description: Vandal-resistant, Level 2 sound-attenuating, weatherproof steel housing, wind resistant up to 130 mph (209 km/h). Multiple panels shall be lockable and provide adequate access to components requiring maintenance. Instruments and control shall be mounted within enclosure.
- Structural Design and Anchorage: Comply with ASCE/SEI 7-10 for wind loads of up to [130 mph (209 km/h)].
- Hinged Doors: Manufacturer's standard construction with padlocking provisions.
- Muffler Location: Within enclosure.
- Engine-Cooling Airflow through Enclosure: Maintain temperature rise of system components within required limits when unit operates at 100 percent of rated load for two hours with ambient temperature at top of range specified in system service conditions.
- Louvers: Fixed-engine, cooling-air inlet and discharge. Storm-proof, drainable, fixed, louvers to prevent entry of rain and snow.

Finishes

- Outdoor Enclosures and Components: Powder-coated finish over steel enclosure.

Automatic Transfer Switch (ATS)

- Existing automatic transfer switches shall be reused for use with new generators.

Quality Control

- Prototype Testing: Factory test engine generator using same engine model, constructed of identical or equivalent components and equipped with identical or equivalent accessories.
 - Tests: Comply with NFPA 110, Level 1 Energy Converters and with IEEE 115.
- Project-Specific Equipment Tests: Before shipment, factory test engine generator and other system components and accessories manufactured specifically for this Project. Perform tests at rated load and power factor. Include the following tests:
 - Test components and accessories furnished with installed unit that are not identical to those on tested prototype to demonstrate compatibility and reliability.
 - Test generator, exciter, and voltage regulator as a unit.
 - Full-load run.
 - Maximum power.
 - Voltage regulation.
 - Transient and steady-state governing.
 - Single-step load pickup.
 - Safety shutdown.

- Report factory test results within 5 days of completion of test.

Examination

- Examine areas, equipment bases, and conditions, with Installer present, for compliance with requirements for installation and other conditions affecting packaged engine generator performance.
- Examine roughing-in for piping systems and electrical connections. Verify actual locations of connections before packaged engine generator installation.
- Proceed with installation only after unsatisfactory conditions have been corrected.

Preparation

- Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service according to requirements indicated:
 - Do not proceed with interruption of electrical service without owner's written permission.

Installation

- Comply with NECA 1 and NECA 404.
- Comply with packaged engine generator manufacturers' written installation and alignment instructions.
- Equipment Mounting:
 - Install packaged engine generators on cast-in-place concrete equipment bases. Comply with requirements for equipment bases and foundations specified.
 - Coordinate size and location of concrete bases for packaged engine generators. Cast anchor-bolt inserts into bases. Where existing concrete pads are suitable for use with the new generator equipment they may be considered, however, reuse of existing concrete pads will require owner approval.
 - Install packaged engine generator with elastomeric isolator pads.
 - Secure enclosure to anchor bolts installed in concrete bases.
 - Install packaged engine generator to provide access, without removing connections or accessories, for periodic maintenance.
 - Electrical Wiring: Provide conduits and power conductor wires and generator run signal wires as required between existing automatic transfer and new generator as well as between generator and SCADA PLC. Where existing conduits and wires are suitable for use with the new generator equipment they may be considered, however, reuse of existing conduits and wires will require owner approval.
- Contractor to provide all diesel fuel and top off fuel tanks to 100% at the conclusion of all start-ups and load-bank tests.

Field Quality Control

- **Manufacturer's Field Service:** Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- Perform tests and inspections with the assistance of a factory-authorized service representative.
- **Tests and Inspections:**
 - Perform tests recommended by manufacturer and in "Visual and Mechanical Inspection" and "Electrical and Mechanical Tests" subparagraphs below with test parameters.
 - **Visual and Mechanical Inspection:**
 - Compare equipment nameplate data with Drawings and the Specifications.
 - Inspect physical and mechanical condition.
 - Inspect anchorage, alignment, and grounding.
 - Verify that the unit is clean.
 - **Electrical and Mechanical Tests:**
 - Perform insulation-resistance tests according.
 - Test protective relay devices.
 - Verify phase rotation, phasing, and synchronized operation as required by the application.
 - Functionally test engine shutdown for low oil pressure, overtemperature, overspeed, and other protection features as applicable.
 - Verify correct functioning of the governor and regulator.
 - **System Integrity Tests:**
 - Methodically verify proper installation, connection, and integrity of each element of engine generator system before and during system operation. Check for air, exhaust, and fluid leaks.
 - Coordinate tests with tests for transfer switches, and run them concurrently.
 - Test instruments shall have been calibrated for making positive observation of test results.
 - **Operational Test:** After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation for generator and associated equipment.
- Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain packaged engine generators.

SCADA Integration.

The new generator signal outputs shall match the existing for generator running and generator failure via discrete wiring to the existing PLC. New signal wires and conduits shall be provided as required for a properly functioning system.

Conformance to Basic Electrical Standards

The manufacturer of electrical control panels shall be in strict accordance with the requirements of UL Standard 508 and the National Electric Code (NEC) latest revision so as

to afford a measure of security as to the ability of the eventual owner to safely operate the equipment. No exceptions to the requirements of these codes and standards will be allowed; failure to meet these requirements will be cause to remove the equipment and correct the violation.

Equipment Grounding

Each electrical equipment item shall be properly grounded per the NEC. All ground wires from installed equipment shall be in conduit and shall lead back to the control panel to a plated aluminum ground buss specific for grounding purposed and so labeled. The ground buss shall be complete with a lug large enough to accept the installing electrician's bare copper earth ground wire. The buss shall serve as a bond between the earth ground and the equipment ground wires.

Protection of Equipment

The contractor shall be responsible for equipment and materials installed until accepted. The contractor shall protect equipment against all damage from all causes, including the elements.

Installation

Install equipment in accordance with manufacturer's recommendations, the project drawings and specifications. The installation shall comply with all the requirements of the National Electrical Code and any applicable state and local codes.

Submittals

The contractor shall submit a minimum of eight (8) copies of all drawings to the engineer for approval. Of these, two copies will be returned to the contractor with appropriate action taken. Receipt of less than the minimum required number of copies will be cause for withholding the shop drawings from being checked until receipt of the necessary additional copies.

Operation and Maintenance Manuals

Provide Two (2) sets of operation and maintenance manuals covering all of the equipment. Include parts manuals, final as-built wiring interconnect diagrams and recommended preventative maintenance schedules.

Warranty

The manufacturer shall warrant his product to be free from defects in workmanship for a period of one (2) year from date of completion or 3000 hours of operation, whichever comes first. Warranties and guarantees by the suppliers of various components in lieu of a single source responsibility by the contractor shall not be accepted. The contractor shall be solely responsible for the warranty. In the event a component failure to perform as specified or is proven defective in service during the warranty period, excluding items of supply normally expended during operation, the manufacturer shall provide a replacement part without cost to the owner. This warranty shall be valid only if the product is installed, serviced, and operated under normal conditions, in accordance with the manufacturer instructions.

PROPOSAL

TO: The City of Joliet, Illinois

FROM: _____

(Name of Bidder)

1. The undersigned bidder, having examined and in accordance with all the Contract Documents as defined in the Instruction proposes to furnish the material, supplies, services and equipment called for in the Contract Documents for the sum as set forth in the bidding schedule portion of this proposal
2. If the Contract were awarded to the undersigned bidder, the bidder agrees to be bound by all terms in the Contract Documents.
3. If the Contract is awarded to the undersigned bidder, the bidder agrees to execute and deliver to the City all Documents in the form that they appear in the Bid Package within ten (10) days after mailing of the Notice of Award to the bidder.
4. Attached to the front cover of the Contract Documents is bid security in the amount of _____ (\$_____00) in the form of a _____ submitted herewith in accordance with the Instructions to Bidders.
5. The entire project will be completed within _____ days after execution of the contract.
6. Bidding Schedule – See Proposal – Page 2.

FORM OF PROPOSAL

The undersigned proposes to furnish and install the following equipment meeting the requirements of the attached specification.

Maufacture Circle One: MTU CAT Cummins Onan

- 1. Edgecreek \$ _____
- 2. Rt 66 \$ _____
- 3. Neufairfield \$ _____

TOTAL \$ _____

Submitted By: _____

Print Name of Company

By _____
Signature of Person Authorized to Sign Bid

Title _____

Address _____

Telephone () _____

Email _____

Date _____

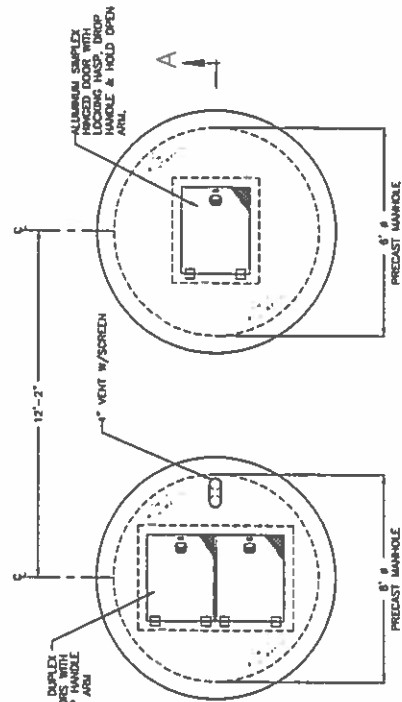
Existing Site Drawings

Index of Sheets

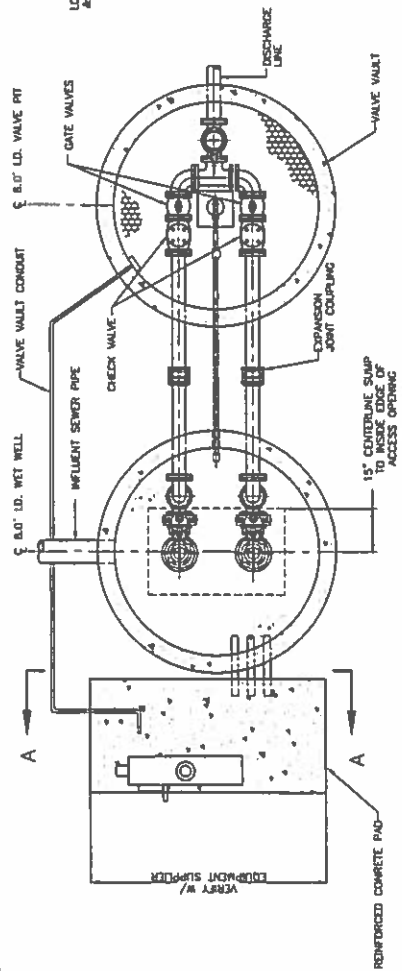
Sheet 1: Neufairfield

Sheet 2: Route 66

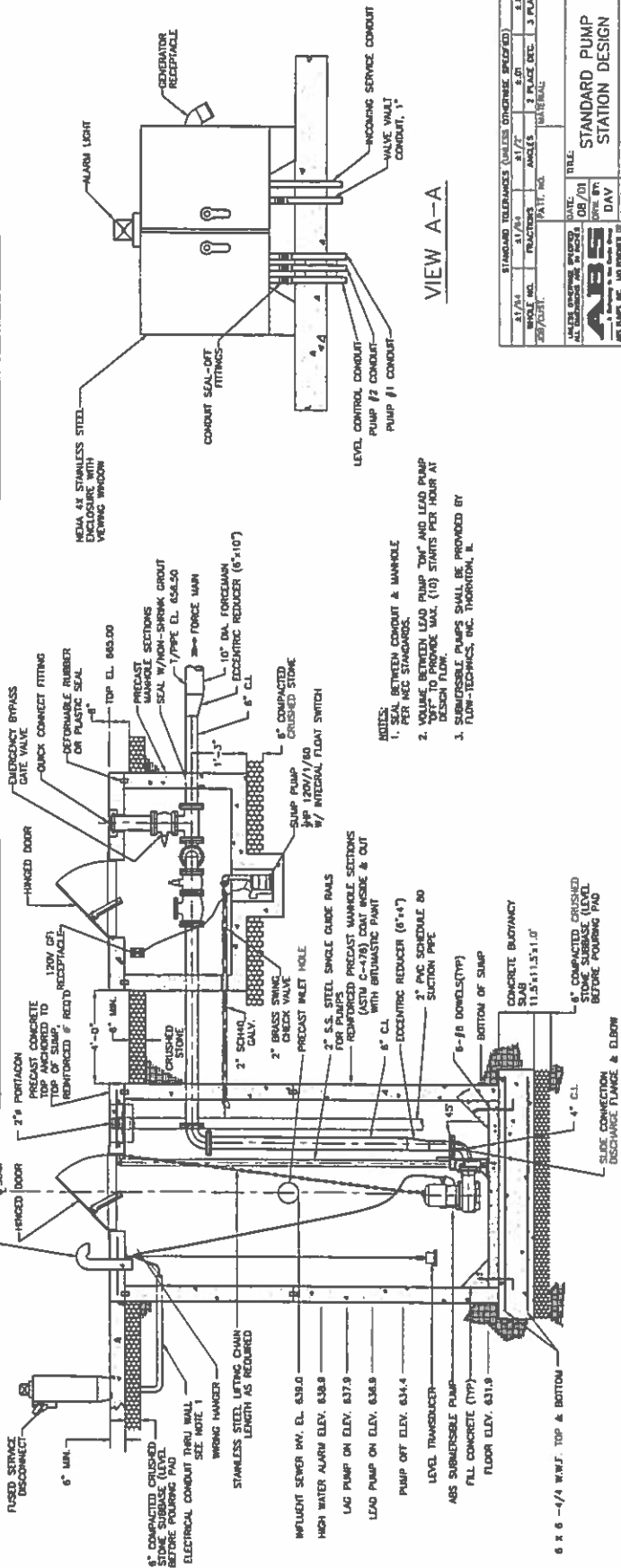
Sheet 3: Edgecreek



PLAN-ABOVE GRADE



PLAN-BELOW GRADE



VIEW A-A

- NOTES:
1. SEAL BETWEEN CONDUIT & MANHOLE PER A.C.C. STANDARDS.
 2. VOLUME BETWEEN LEAD PUMP TOP AND LEAD PUMP TOY* TO PROVIDE MAX. (10) STARTS PER HOUR AT DESIGN FLOW.
 3. SUBMERSIBLE PUMPS SHALL BE PROVIDED BY FLOW-TECHNICS, INC. THUNDERBOLT, IL.

STANDARD TELEPHONE (UNLESS OTHERWISE SPECIFIED)	31/84	31/72	31/60	31/48	31/36	31/24	31/12	31/00
WHOLE NO.	31/84	31/72	31/60	31/48	31/36	31/24	31/12	31/00
FRAC. NO.	28/7031							
PAT. NO.								
SCALE	STANDARD PUMP STATION DESIGN							
DATE	08/01							
BY	J.C.							
CHECKED BY	A.S.							
DESIGN NO.	DS-A06-037							
PROJECT CODE	LFT STATION							

6 x 8 - 4/A W/W.F. TOP & BOTTOM
CONCRETE BIDDING
SLAB
11.5' x 11.5' x 1.0'
6" COMPACTED CRUSHED
STONE SUBBASE (LEVEL
BEFORE POURING PAD)

8" CONDUIT IN SWAMP
TO MAKE EDGE OF
ACCESS OPENING

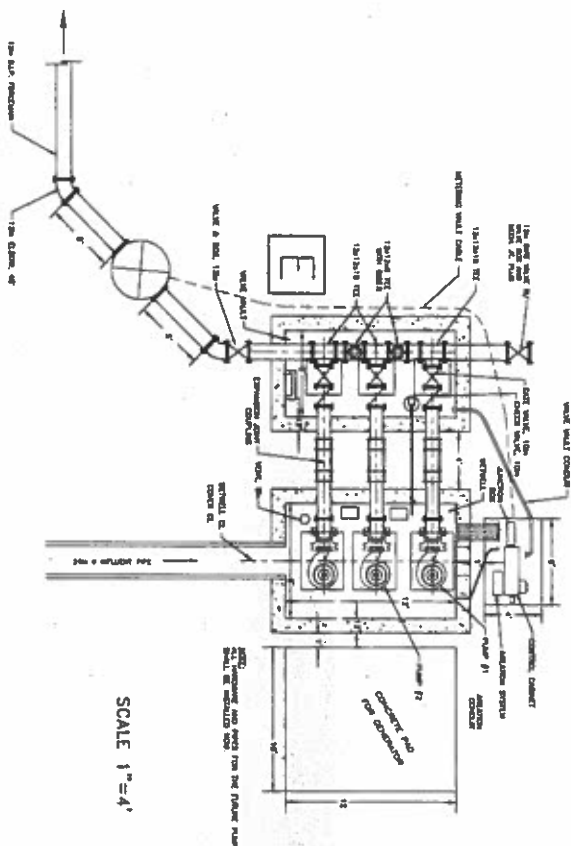
18" CONDUIT IN SWAMP
TO MAKE EDGE OF
ACCESS OPENING

8" CONDUIT IN SWAMP
TO MAKE EDGE OF
ACCESS OPENING

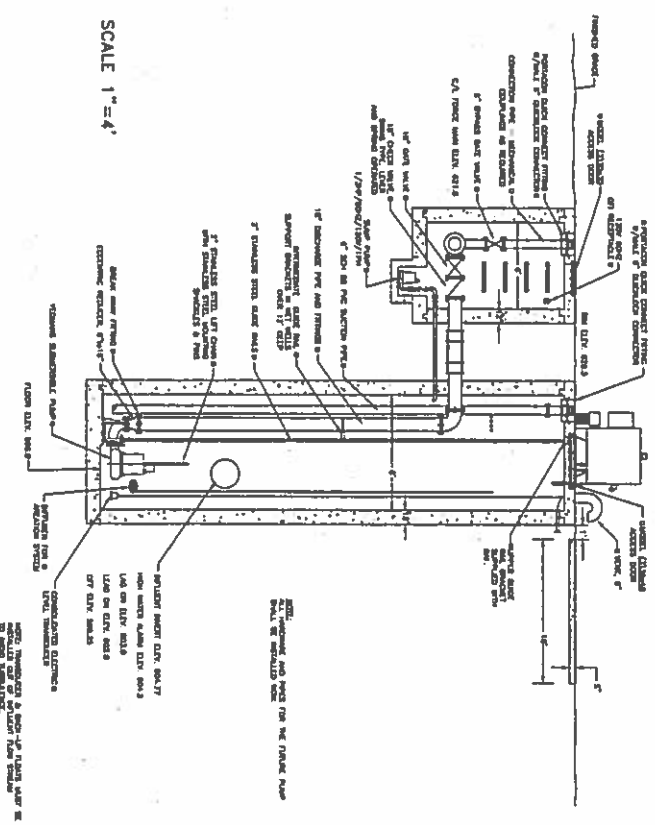
8" CONDUIT IN SWAMP
TO MAKE EDGE OF
ACCESS OPENING

8" CONDUIT IN SWAMP
TO MAKE EDGE OF
ACCESS OPENING

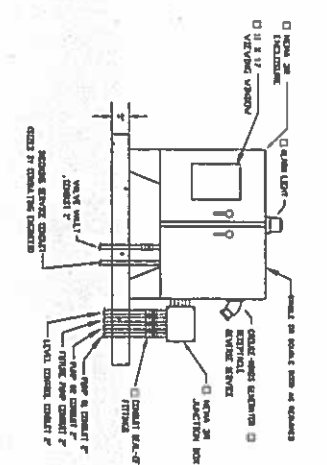
8" CONDUIT IN SWAMP
TO MAKE EDGE OF
ACCESS OPENING



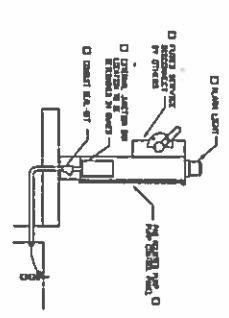
SCALE 1"=4'



SCALE 1"=4'



SCALE 1"=2'

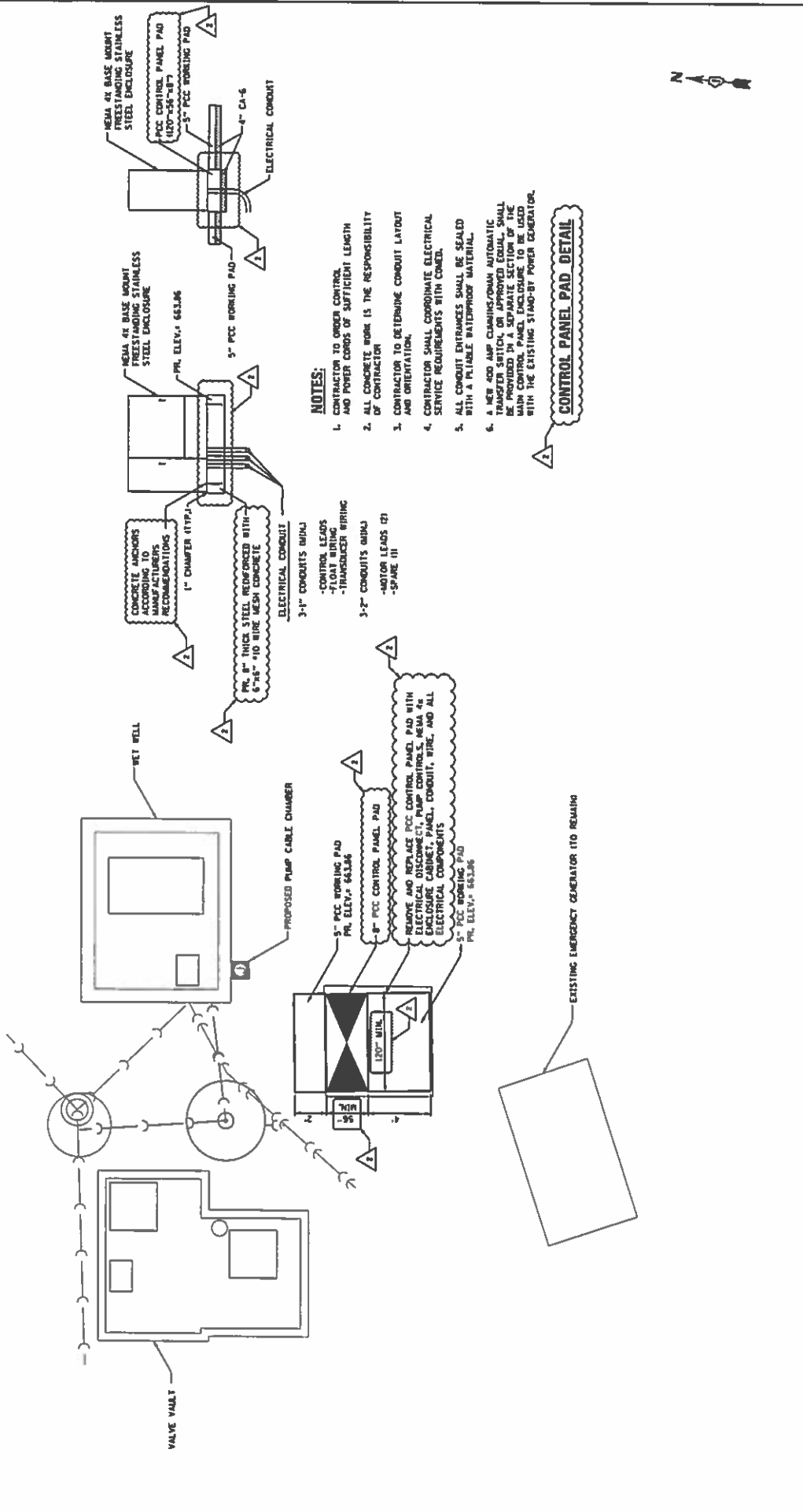


SCALE 1"=2'

PIPE SPECIFICATIONS
 YOUNG PUMP MODEL SERIES 8100/MODEL 8133
 DESIGN CAPACITY 100 GPM @ 56.10'
 DISCHARGE SIZE 12 7/8"
 MODEL 8100-1000 1/2 75
 100 GPM @ 56.10'

LOADING SERVICE
 ALL ELECTRICAL NOTING & WIRING
 SHALL BE IN ACCORDANCE WITH THE
 NATIONAL ELECTRICAL CODE LATEST EDITION
 UNLESS OTHERWISE NOTED

NOTES
 1. ALL DIMENSIONS AND NOTES FOR THE FINISH PUMP
 SHALL BE IN ACCORDANCE WITH THE
 NATIONAL ELECTRICAL CODE LATEST EDITION
 UNLESS OTHERWISE NOTED



- NOTES:**
1. CONTRACTOR TO ORDER CONTROL AND POWER CONDUITS OF SUFFICIENT LENGTH
 2. ALL CONCRETE WORK IS THE RESPONSIBILITY OF CONTRACTOR
 3. CONTRACTOR TO DETERMINE CONDUIT LAYOUT AND ORIENTATION.
 4. CONTRACTOR SHALL COORDINATE ELECTRICAL SERVICE REQUIREMENTS WITH COMED.
 5. ALL CONDUIT ENTRANCES SHALL BE SEALED WITH A PLUMBABLE WATERPROOF MATERIAL.
 6. A NEW 400 AMP CUMMINS/COHAN AUTOMATIC TRANSFER SWITCH, ON APPROVED EQUAL, SHALL BE PROVIDED IN A SEPARATE SECTION OF THE MAIN CONTROL PANEL ENCLOSURE TO BE USED WITH THE EXISTING STANDBY POWER GENERATOR.

CONTROL PANEL PAD DETAIL

DRAWN BY JBN	DATE 04/15/16	CHECKED BY KCV	SCALE N.T.S.
PROJECT EDGEWEEK DRIVE LIFT STATION RENOVATION PROJECT		SHEET NO. 16	
PROJECT LOCATION EDGEWEEK DRIVE LIFT STATION			
DRAWING NO. 16-16			
PROJECT NO. 16-16			
PROJECT NAME EDGEWEEK DRIVE LIFT STATION RENOVATION PROJECT			
PROJECT ADDRESS 16-16			
PROJECT PHONE 16-16			
PROJECT FAX 16-16			
PROJECT EMAIL 16-16			
PROJECT WEBSITE 16-16			
PROJECT CONTACT 16-16			
PROJECT CONTACT PHONE 16-16			
PROJECT CONTACT FAX 16-16			
PROJECT CONTACT EMAIL 16-16			
PROJECT CONTACT WEBSITE 16-16			

THOMAS ENGINEERING GROUP, INC.
 16-16-16-16
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 16-16-16-16



16-16-16-16
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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 and 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 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.
7. 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.
8. 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 sums 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.

9. 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.

10. All bidders must furnish current financial statement with the bid.
11. All bidders must furnish a list of equipment available for and to be use on this project with their bid.
12. The undersigned will complete the project for the following price:

Total Bid Amount for Determination of Lowest Bid _____

_____ Dollars
(\$_____).

13. The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all costs thereto are included in the Bid Sum.

- 1. Addendum # _____ Dated _____
- 2. Addendum # _____ Dated _____

14. 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

BY: _____
Signature of person authorized to sign bid

TITLE _____

ADDRESS _____

PHONE (____) _____

DATE _____

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

AFFIDAVITS

Business Status of Bidder

BIDDER/APPLICANT:

Name

Principal place of business

Address

City, State, Zip Code

The Bidder is a:

Corporation
Partnership
Limited Liability Company
Sole Proprietorship
Other (please explain: _____)

Corporation

The state of incorporation is: _____

The registered agent of the corporation in Illinois is:

Name

Address

City, State, Zip

The officers of the corporation are:

President

Secretary

Vice President

Treasurer

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

Limited Liability Company

The state of registration is: _____

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

Name _____

Address _____

City State Zip _____

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

Address _____

City State Zip _____

The managers and members of the Limited Liability Company are:

Name

Name

Address

Address

City, State

City, State

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

Sole Proprietorship

The address of the sole proprietor is:

Address

City, State

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

BID RIGGING AND BID ROTATING

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

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

Section 2a

NON-COLLUSION

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

- Section 3.** The undersigned further states that: (circle A or B)
- A. He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to paragraphs A through G above; or
 - B. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs A through G above and as their agent does hereby so certify; and
 - C. That he has not participated, and will not participate, in any action contrary to paragraphs A through G above.
- Section 4.** The undersigned certifies that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

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

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

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

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

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

TAX COMPLIANCE

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

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

NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

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

Section 11. For the purposes of subsection G of Section 10, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under

which any portion of the public contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

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

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

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

THE AMERICANS WITH DISABILITIES ACT

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

Signed by: _____
[name]

[title]

Subscribed and Sworn to before me this _____ day of _____, **20**_____.

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, **2020**.

 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 _____, 2020.

CITY OF JOLIET,
an Illinois Municipal Corporation,

By: _____
Steve Jones
Interim City Manager

Print name of Contractor _____

By: _____

Print Name: _____

Attest: _____
Christa Desiderio
City Clerk

Title: _____

Approved as to form:

Martin J. Shanahan, Jr.
Corporation Counsel