

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

FOR THE  
2020 PUBLIC WORKS LANDSCAPE RESTORATION PROGRAM

CONTRACT NO. 2482-0420

APPROVED  
DEPARTMENT OF PUBLIC WORKS

  
DIRECTOR OF PUBLIC WORKS

DATE 3/4, 2020

APPROVED  
DEPARTMENT OF PUBLIC WORKS

  
PUBLIC WORKS ADMINISTRATOR

DATE: 03/04, 2020

SUBMITTED BY

\_\_\_\_\_  
CONTRACTORS NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY AND STATE

\_\_\_\_\_  
PHONE

DATE: \_\_\_\_\_, 2020

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



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 Hallums Quillman  
Sherry Reardon  
Michael F. Turk

PURCHASING/CONTRACTS ADMINISTRATOR  
Margaret E. McEvilly

**CONTRACT DOCUMENTS**

**PROJECT: 2020 PUBLIC WORKS LANDSCAPE RESTORATION PROGRAM**

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

**CONTRACT NO. 2482-0420**

**STEVE JONES  
INTERIM CITY MANAGER**

**MARGARET E. McEVILLY  
CONTRACT ADMINISTRATOR**

LEGAL NOTICE  
CITY OF JOLIET  
ADVERTISEMENT TO BIDS  
CONTRACT NO. 2482-0420  
2020 PUBLIC WORKS LANDSCAPE RESTORATION PROGRAM

The City of Joliet, Illinois, does hereby invite sealed bids for **40 square yards parkway excavation (special); 200 square yards furnishing and placing topsoil; 200 square yards of sodding and 1000 square yards sod removal and replacement.**

Bids will be received at the Office of the City Clerk, City of Joliet Municipal Building, 150 West Jefferson Street, Joliet, Illinois 60432-4156 until **10:30 A.M.** local time on **Monday – March 30, 2020** at which time they will be opened and publicly read aloud.

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

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

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's local qualified bidder ordinance does apply to this contract.

To apply to be a local qualified bidder, please go to

<http://www.joliet.gov/departments/finance/purchasing/prequalification-process>.

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 Contract shall be subject to the provisions of the *Prevailing Wage Act* (820 ILCS 130/1 et seq.) to the extent required by law and the City of Joliet Procurement Code (Section 2-430 – 2-453 of the Code of Ordinances).

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**BID DOCUMENT FEE: \$50.00, Electronic download is free**

Published in the Labor Record

Thursday – March 12, 2020

Steve Jones  
Interim City Manager  
Margaret E. McEvilly  
Contract Administrator

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

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

**<http://www.joliet.gov/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 LOCATE 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:**

User Department: **PUBLIC WORKS AND PUBLIC UTILITIES**

Date and Time of Bid Opening: **March 30, 2020 @ 10:30 A.M.**

Bid Security: **10%**

Performance Security: **100%**

Prequalification Necessary: **NO**

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

**Robert 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  
Sherry Reardon  
Michael F. Turk**

## INSTRUCTION TO BIDDERS

### **PROJECT: 2020 PUBLIC WORKS LANDSCAPE RESTORATION PROGRAM**

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. ALTERNATE EQUIPMENT OR MATERIALS**

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

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

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

**17. RESPONSIBILITY OF BIDDERS**

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

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

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

**19. AWARDING OF CONTRACT**

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

**20. ALTERNATE AND MULTIPLE BIDS**

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

**21. AFFIDAVITS**

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

## **GENERAL CONDITIONS**

**Please see the City of Joliet Special Provision and General Conditions Booklet  
Adopted February 29, 2016 available on [Cityofjoliet.info](http://Cityofjoliet.info).**

## CITY OF JOLIET

### SUPPLEMENTAL SPECIAL PROVISIONS

The following Supplemental Special Provisions supplement the City of Joliet Special Provisions and General Conditions adopted February 29, 2016 and the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2016 and the latest edition of the "Manual on Uniform Traffic Control Device for Streets and Highways," and the "Standard Specifications for Water and Sewer Main Construction in Illinois," in effect on the date of invitation for bids. In case of conflict with any parts of said specifications, the said Supplemental Special Provisions shall take precedence and shall govern. The above named publications shall hereinafter be referred to as the "Standard Specifications" which apply to and govern the construction of the **2020 PUBLIC WORKS LANDSCAPE RESTORATION PROGRAM**.

**1. LOCATION OF THE IMPROVEMENTS:**

Various locations throughout the City as directed by the Engineer.

**2. DESCRIPTION OF THE IMPROVEMENTS:**

This work shall consist of landscaping restoration improvements at various locations from previous Roadway Improvement Projects and as directed by the Engineer. The landscaping improvements shall consist of sod removal and replacement and seeding.

**3. PROJECT SCHEDULE:**

An initial location list will be provided to the contractor by April 10, 2020. All work to be performed as part of the initial location list shall be completed by **May 22, 2020**. A second location list shall be provided to the contractor on August 17, 2020. All work to be completed as part of this list shall be completed by **October 30, 2020**. If the Contractor cannot meet this time constraint, a formal request shall be submitted to the City of Joliet for approval.

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

**5. SOD REMOVAL AND REPLACEMENT:**

This work shall include furnishing all materials, equipment and labor necessary to remove the existing sod as directed by the Engineer and install new sod in accordance with Special Provision No. 79 of the City of Joliet's Special Provision and General Conditions. This work shall include the cost of furnishing and placing topsoil, in accordance with Provision No. 76 of the City of Joliet's Special Provisions. The topsoil shall be placed as necessary to ensure that the final elevation of the proposed sod is consistent with the surrounding conditions.

This work shall be paid for at the contract unit price per square yard for **SOD REMOVAL AND REPLACEMENT**.

**6. NOTICE TO PROCEED:**

The contractor shall be contacted in writing of the work locations and issued a **NOTICE TO PROCEED**. Upon receipt of this notice, the contractor shall have five (5) days to complete the required work. Failure to complete the work in the allotted time can result in the City of Joliet completing the work and deducting the cost from the contract.

**7. PARKWAY EXCAVATION (SPECIAL):**

This item shall include all material, equipment and labor required to excavate unsuitable material for proposed **TOPSOIL PLACEMENT** in accordance with all applicable portions of Section 202 of the Standard Specifications. The depth of excavation shall range from, but not limited to, 6 to 12 inches.

**Basis of Payment:**

The work shall be measured for payment at the contract unit price per square yard for **PARKWAY EXCAVATION (SPECIAL)**. The limits of excavation to be paid shall be approved by the Engineer. Without such approval, any additional width shall be considered incidental to this item.

**8. NOTIFICATION OF RESIDENTS:**

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

**Basis of Payment:**

This work shall be considered incidental to the contract.

**9. FURNISHING & PLACING TOPSOIL:**

This work shall consist of furnishing and placing topsoil at 6-inches to 12-inches at the locations specified over areas of **PARKWAY EXCAVATION (SPECIAL)** or as directed by the Engineer in accordance with Section 211 of the "Standard Specifications".

**Basis of Payment:**

Furnishing and placing topsoil shall be measured at the contract unit price per square yard.

**10. SOD WATERING:**

This work shall consist of **SOD WATERING** areas of sodding, and sod removal and replacement. Within 2 hours after the sod has been placed, 10 gallons of water per square yard shall be applied. Thereafter, each day, which does not receive more than 1-inch of natural rain, additional water shall be applied at the rate of 6 gallons of water per square yard. The number of additional waterings shall not exceed 5 during the period of establishment, defined as the period of time between sod placement and when the sod become knitted to the soil and is growing in place. It is imperative that the Contractor notifies the Engineer each day that a watering is to take place. Payment for sod will **NOT** be made if the resident Engineer does not verify that the City received the 5 additional waterings.

**Basis of Payment:**

**SOD WATERING** shall be considered incidental to sodding, and sod removal and replacement.

**CITY OF JOLIET  
SPECIAL PROVISIONS CHECKLIST  
CAPITAL IMPROVEMENT/NEIGHBORHOOD IMPROVEMENT PROGRAM PROJECTS**

\*\*SEE CITY OF JOLIET SPECIAL PROVISION BOOK

<u>REQ.</u>	<u>NO.</u>	<u>SPECIFICATION TITLE</u>
<u>X</u>	1	TIMELINESS OF WORK
<u>X</u>	2	PREMIUM TIME
<u>X</u>	3	EXISTING UTILITIES
<u>X</u>	4	MINORITY EMPLOYMENT REQUIREMENTS
<u>X</u>	5	STRUCTURE PROTECTION
<u>X</u>	6	PROTECTION OF PROPERTY & SURFACE STRUCTURES
<u>X</u>	7	INTERRUPTION TO UTILITIES
<u>X</u>	8	WORK TO BE DONE BY OTHERS
<u>X</u>	9	STREETLIGHTING
<u>X</u>	10	OVERHAUL
<u>X</u>	11	REMOVING & RESETTING STREET SIGNS
---	12	WIDTH OF EXCAVATION OF STORM SEWERS
---	13	CONSTRUCTION LAYOUT STAKES
---	14	CITY PROVIDED STONE
---	15	TREE ROOT SAWING
---	16	HEDGE REMOVAL & REPLACEMENT
---	17	EARTH EXCAVATION – SPECIAL
---	18	PARKWAY EXCAVATION
---	19	ROADWAY EXCAVATION
---	20	REMOVAL & DISPOSAL UNSUITABLE MATERIAL
---	21	POROUS GRANULAR EMBANKMENT, SPECIAL
---	22	TRENCH BACKFILL
---	23	AGGREGATE BASE COURSE
---	24	AGGREGATE BASE COURSE, TYPE B, VAR. THICKNESS
---	25	AGGREGATE BASE COURSE, TYPE B, SPECIAL (2" and less)
---	26	REPAIR & PREPARATION OF BASE COURSE
---	27	PREPARATION OF BASE (ALLEYS)



**CITY OF JOLIET  
SPECIAL PROVISIONS CHECKLIST  
CAPITAL IMPROVEMENT/NEIGHBORHOOD IMPROVEMENT PROGRAM PROJECTS**

**\*\*SEE CITY OF JOLIET SPECIAL PROVISION BOOK**

___	28	STORM SEWERS
___	29	DUCTILE IRON PIPE FOR STORM SEWER
___	30	PVC (POLY VINYL CHLORIDE, SS, SDR 35) STORM SEWER
___	31	STORM SEWER REMOVAL
___	32	REMOVE AND RELAY STORM SEWERS
___	33	TAPPING VALVES AND SLEEVES
___	34	DUCTILE IRON WATERMAIN
___	35	GATE VALVES
___	36	WATER SERVICE CONNECTION
___	37	WATER SERVICE LINES
___	38	MISCELLANEOUS FITTINGS
___	39	ADJUSTING WATER SERVICE LINES
___	40	ADJUSTING WATERMAIN
___	41	DISCONNECTING OF EXISTING WATER LINE
___	42	DUCTILE IRON FORCEMAIN
___	43	SANITARY SEWER REPLACEMENT, DUCTILE IRON PIPE
___	44	SANITARY SERVICE REPLACEMENT (CASE I & II)
___	45	RESTRAINED JOINTS
___	46	JUNCTION CHAMBERS
___	47	CATCH BASIN/INLET TO BE REMOVED
___	48	CATCH BASIN/INLET TO BE RELOCATED
___	49	MANHOLE/VALVE VAULT TO BE ADJUSTED
___	50	MANHOLES
___	51	MANHOLE TO BE ADJUSTED (SPECIAL)
___	52	FRAME & GRATE TO BE FURNISHED & INSTALLED
___	53	FRAMES & LIDS
___	54	TYPE 11 FRAME & GRATE (SPECIAL)
___	55	TYPE 11 FRAME & GRATE (VANED)
___	56	COMBINATION CONCRETE CURB & GUTTER

**CITY OF JOLIET  
SPECIAL PROVISIONS CHECKLIST  
CAPITAL IMPROVEMENT/NEIGHBORHOOD IMPROVEMENT PROGRAM PROJECTS**

**\*\*SEE CITY OF JOLIET SPECIAL PROVISION BOOK**

<u>    </u>	57	FINE GRADING BENEATH THE CURB
<u>    </u>	58	HAND FORMED CURB
<u>    </u>	59	COMBINATION CONC. CURB & GUTTER REMOVAL & REPLMT
<u>    </u>	60	SIDEWALK REMOVAL & REPLACEMENT
<u>    </u>	61	CURB REMOVAL – SPECIAL
<u>    </u>	62	DRIVEWAY PAVEMENT REMOVAL & REPLACEMENT
<u>    </u>	63	HOT MIX ASPHALT REMOVAL & REPLACEMENT
<u>    </u>	64	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT
<u>    </u>	65	PORTLAND CEMENT CONCRETE SIDEWALK
<u>    </u>	66	HOT MIX ASPHALT DRIVEWAY PAVEMENT
<u>    </u>	67	P.C.C. SIDEWALK STEP CONSTRUCTION
<u>    </u>	68	FENCE TO BE REMOVED AND RE-ERECTED
<u>    </u>	69	FIRE HYDRANTS TO BE MOVED
<u>    </u>	70	FIRE HYDRANT COMPLETE W/AUXILIARY VALVE
<u>    </u>	71	FIRE HYDRANT COMPLETE W/O AUXILIARY VALVE
<u>    </u>	72	DOMESTIC WATER SERVICE BOXES – RELOCATED
<u>    </u>	73	DOMESTIC WATER SERVICE BOXES – ADJUSTED
<u>    </u>	74	FIRE HYDRANT TO BE REMOVED
<u>    </u>	75	WATERMAIN PROTECTION
<u>  X  </u>	76	FURNISHING & PLACING TOPSOIL
<u>  X  </u>	77	SEEDING, TYPE 1A
<u>    </u>	78	HYDRAULIC SEEDING
<u>  X  </u>	79	SODDING
<u>  X  </u>	80	HARDWOOD MULCH
<u>    </u>	81	TREES TO BE PLANTED
<u>  X  </u>	82	TRAFFIC CONTROL & PROTECTION
<u>    </u>	83	CONTRACTOR SUPPLIED LABOR
<u>    </u>	84	EQUIPMENT RENTAL
<u>    </u>	85	PROJECT SIGN

**CITY OF JOLIET  
SPECIAL PROVISIONS CHECKLIST  
CAPITAL IMPROVEMENT/NEIGHBORHOOD IMPROVEMENT PROGRAM PROJECTS**

**\*\*SEE CITY OF JOLIET SPECIAL PROVISION BOOK**

___	86	SAWCUT ASPHALT SURFACE
___	87	SAWCUT CONCRETE SURFACE
___	88	ASPHALT/CONCRETE SAWING
___	89	TIMBER RETAINING WALL
___	90	TIMBER RETAINING WALL – REMOVED/RE-ERECTED
___	91	HOT MIX ASPHALT REMOVAL AREA/SPECIAL
___	92	HOT MIX ASPHALT SURFACE REMOVAL- VARIABLE DEPTH
___	93	FULL DEPTH PATCHING
___	94	APPLICATION OF BITUMINOUS MATERIAL/PRIME COAT
___	95	SURFACE TESTS
___	96	AREA REFLCT CRACK CONTROL TREATMENT/SYSTEM A
___	97	DETECTOR LOOP REPLACEMENT
___	98	MAGNETIC DETECTOR REMOVAL AND DETECTOR LOOP INSTALLATION
___	99	NOTIFICATION OF RESIDENTS
___	100	CSO CHAMBER REMOVAL
___	101	RAILS TO BE REMOVED
___	102	MOBILIZATION
___	103	TEMPORARY DRIVEWAY ACCESS
___	104	MODULAR CONCRETE BLOCK RETAINING WALL
___	105	LATE SIDEWALK REMOVAL
___	106	SANITARY MANHOLES
___	107	SUMP LINE CONNECTIONS
___	108	CLEAN OUT STRUCTURE
___	109	MAILBOX PROTECTION/RELOCATION
___	110	CARRIAGE STONES TO BE PROTECTED
___	111	SIDEWALK TILES TO BE SALVAGED
___	112	STREETSCAPE BRICK REMOVE AND REPLACE
___	113	TRAFFIC CONTROL AND PERMITS
___X___	114	EROSION CONTROL
___	115	DRIVEWAY PAVEMENT REMOVAL
___X___	116	PARTIAL PAYMENTS & RETAINAGE
___	117	MATERIAL INSPECTION

**CITY OF JOLIET  
SPECIAL PROVISIONS CHECKLIST  
CAPITAL IMPROVEMENT/NEIGHBORHOOD IMPROVEMENT PROGRAM PROJECTS**

**\*\*SEE CITY OF JOLIET SPECIAL PROVISION BOOK**

—	118	VALVE BOX TO BE ADJUSTED
—	119	FRAMES AND LIDS TO BE FURNISHED AND INSTALLED
—	120	STRUCTURE TO BE ADJUSTED
—	121	TESTING FOR CONTAMINATED MATERIAL
—	122	REMOVAL AND DISPOSAL OF CONTAMINATED MATERIAL
—	123	FLOWABLE FILL
—	124	SANITITE® HP 12"-30" SANITARY PIPE

## **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 McEvilly at [mmcevilly@joliet.gov](mailto:mmcevilly@joliet.gov) or call 815-724-3926 and we will send you the relevant prevailing wage information.

## 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

**DEPARTMENT OF  
PUBLIC WORKS**

815-724-4200 Direct  
815-723-7770 Fax

**CITY OF**



**JOLIET**

**GENERAL CONTRACTOR**

**RE: 2020 CONSTRUCTION PROJECTS**

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

Dear General Contractor:

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

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

A handwritten signature in cursive script that reads "James R. Trizna".

James R. Trizna  
Public Works Director

A handwritten signature in cursive script that reads "Allison Swisher".

Allison Swisher  
Director of Public Utilities

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

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

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

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



CITY OF JOLIET  
STATE OF ILLINOIS

PROPOSAL FORM

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

TO THE MAYOR AND CITY COUNCIL OF JOLIET, ILLINOIS:

1. PROPOSAL OF \_\_\_\_\_  
(Name and Address of Bidder)  
\_\_\_\_\_
2. The plans for the proposed work are those prepared by the City Engineer and approved by the City Council of the City of Joliet, Illinois on \_\_\_\_\_.  
  
The specifications herein referred to are those prepared by the City Engineer.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction, and he understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if this proposal is accepted he is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, in the respective sections, and to do all of the work, and to furnish all of the materials specified in the contract.
6. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined multiplied by the unit price shown in the schedule of prices contained herein.
7. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deduction; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned further agrees that if the owner decides to extend or shorten improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, by an amount not to exceed twenty-

five (25) percent of the total money value of the original contract price or contract price corrected as provided in the specifications, he will perform the work as altered, increased or decreased at the contract unit price.

9. The undersigned further agrees that the Engineer may at any time during the progress of the work covered by this contract, order other materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus fifteen percent (15%), the actual cost to be determined as provided in the specification.
10. The undersigned further agrees to execute a contract for this work and present the same to the City of Joliet within fifteen (15) days after the date of the notice of the award of the contract to him.
11. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the date of the notice of the award of the contract, a contract bond satisfactory to and in the form prescribed by the City of Joliet in the penal sum of one hundred percent (100%) of the full amount of the contract within the terms of the contract.
12. The undersigned further agrees to begin work not later than ten (10) days after the execution of the acceptance of the contract and contract bond, unless otherwise provided and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees all work to be performed as part of the initial location list shall be completed by **May 22, 2020**. A second location list shall be provided to the contractor on **August 17, 2020**. All work to be completed as part of this list shall be completed by **October 30, 2020**. Each list shall be completed by these dates unless additional time shall be granted by the Engineer in accordance with provisions of the specifications.

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

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

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

---

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

14. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule of unit prices for which he proposes each item of work, that the extensions must be made by him and that if not so done his proposal may be rejected as irregular.
15. All bidders must furnish current financial statement with the bid.
16. All bidders must furnish a list of equipment available for and to be use on this project with their bid.

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

2020 PUBLIC WORKS LANDSCAPE RESTORATION PROGRAM					
ITEM #	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
1	PARKWAY EXCAVATION (SPECIAL)	40	SQ YD		
2	FURNISHING AND PLACING TOPSOIL	200	SQ YD		
3	SODDING	200	SQ YD		
4	TRAFFIC CONTROL AND PROTECTION	1	L SUM		
5	SOD REMOVAL & REPLACEMENT	1000	SQ YD		
6	SEEDING, TYPE 1A	50	SQ YD		
7	HARDWOOD MULCH	15	EACH		
<b>BIDDER'S PROPOSAL FOR COMPLETING THE IMPROVEMENTS:</b>					

**BIDDER'S EMAIL ADDRESS** \_\_\_\_\_

**BIDDER'S PHONE NUMBER(S)** \_\_\_\_\_

18. 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** \_\_\_\_\_

\_\_\_\_\_

**E-MAIL 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, 20\_\_\_\_.

\_\_\_\_\_  
 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, DULY SIGNED
- \_\_\_\_\_ 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 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 \_\_\_\_\_, 20\_\_.

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

By: \_\_\_\_\_  
**Steve Jones**  
**Interim City Manager**

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

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

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

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

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

**Approved as to form:**

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