

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

**FOR THE  
2021 SANITARY SEWER POINT REPAIR PROJECT – VARIOUS  
LOCATIONS**

**CONTRACT NO. 2588-0921**

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

**APPROVED  
DEPARTMENT OF PUBLIC UTILITIES**

  
\_\_\_\_\_  
DIRECTOR OF PUBLIC UTILITIES

DATE: August 5, 2021

**APPROVED  
DEPARTMENT OF PUBLIC UTILITIES**

  
\_\_\_\_\_  
DEPUTY DIRECTOR- ENGINEERING

DATE: 8-5-21, 2021

**SUBMITTED BY**

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

\_\_\_\_\_  
ADDRESS

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

\_\_\_\_\_  
PHONE

DATE: \_\_\_\_\_, 2021

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DEPARTMENT OF FINANCE  
PURCHASING DIVISION  
DAWN A. KOCHAN  
INTERIM PURCHASING/CONTRACTS ADMINISTRATOR  
[dkochan@joliet.gov](mailto:dkochan@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 OUTSIDE OF THE ENVELOPE THAT HE/SHE IS IN RECEIPT OF ALL ADDENDUMS TO THE CONTRACT.

ANY QUESTIONS OR CLARIFICATIONS CONCERNING THESE SPECIFICATIONS SHOULD BE IN WRITING AND DIRECTED TO DAWN A. KOCHAN, CONTRACT ADMINISTRATOR AT PHONE NO. (815) 724-3925 OR (815) 724-3929 FAX.

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

THANK YOU FOR BIDDING.

MAYOR  
Bob O'Dekirk

CITY MANAGER  
James V. Capparelli

COUNCILPERSONS  
Joe Clement  
Bettye Gavin  
Cesar Guerrero  
Larry E. Hug  
Terry Morris  
Pat Mudron  
Jan Hallums Quillman  
Sherry Reardon

INTERIM PURCHASING/CONTRACTS  
ADMINISTRATOR  
Dawn A. Kochan

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**CONTRACT DOCUMENTS**

**PROJECT: 2021 SANITARY SEWER POINT REPAIR PROJECT - VARIOUS LOCATIONS**

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

**CONTRACT NO. 2588-0921**

**JAMES CAPPARELLI  
CITY MANAGER**

**DAWN A. KOCHAN  
INTERIM PURCHASING/CONTRACT  
ADMINISTRATOR**

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LEGAL NOTICE  
CITY OF JOLIET  
ADVERTISEMENT FOR BIDS  
CONTRACT NO. 2588-0921

**PROJECT NAME: 2021 SANITARY SEWER POINT REPAIR PROJECT – VARIOUS LOCATIONS**

The City of Joliet, Illinois, does hereby invite sealed bids for the completion of ten (10) sanitary sewer point repairs. The contract will include all work necessary to complete work described hereinabove and perform all restoration to return the area to its original condition.

Bids will be received at the Office of the City Clerk, City of Joliet Municipal Building, 150 West Jefferson Street, Joliet, Illinois 60432-4156 until **9:00 A.M.** local time on **Friday, August 27, 2021** at which time they will be opened and publicly read aloud. It is highly recommended that all bids be tabbed to mark the Bid Bond and Proposal Form – Page 5 of 8. An electronic copy of the entire submission on a USB flash drive is also requested to be included in the bid packet. Those in attendance must adhere to the current City of Joliet City Hall COVID-19 policy. The City of Joliet follows current CDC guidelines regarding COVID-19. Bid results will be posted on the City's website and emails sent out to email addresses subscribed to the related RSS feed. It is preferred that you mail your bid. They should be addressed as follows:

**CITY OF JOLIET - SEALED BID ENCLOSED  
OFFICE OF THE CITY CLERK  
150 W. JEFFERSON ST.  
JOLIET, IL 60432**

If you do choose to hand deliver your qualifications, they are to be hand delivered to the East or West side of City Hall, 150 W. Jefferson St., Joliet, IL 60432 and marked clearly on the outside of the SEALED package with the CONTRACT NUMBER AND NAME OF THE PROJECT, DATE AND TIME OF THE SUBMISSION DEADLINE, NAME AND ADDRESS AND PHONE NUMBER OF YOUR COMPANY and RECEIPT OF ALL ADDENDA (if applicable). All other doors will be locked. Please make sure to mention you are delivering a sealed qualification submission, so the receiver knows to time stamp the envelope upon receipt. If dropping off a submission packet in person, it must be dropped off during business hours only between 8 a.m. and 4:30 p.m. Receipt of your submittal in any location other than the 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](mailto:cityclerk@joliet.gov) or call 815-724-3780 to verify receipt of document.

Electronic copies can be downloaded free of charge at <http://www.joliet.gov/departments/finance/purchasing/bids-proposals>. No hard copies will be available for purchase.

All bidders will be required to submit Bid Security in the form of a Certified Check, Cashier's Check or a Bid Bond in the amount of **Ten percent (10%)** of the Base Bid, payable to the City of Joliet. All Bidding Document holders should sign up for RSS feeds at:

<http://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://joliet.gov/departments/finance/purchasing/bids-proposals> .

The potential vendor/contractor remains responsible for obtaining all addenda to the original specification, so they should check the specific bid page before submitting a bid to make sure they have received all addendums to a specific contract.

All questions regarding this contract shall be directed to Owen Dean, from City of Joliet, at 1-815-724-4254 or by email at [odean@joliet.gov](mailto:odean@joliet.gov).

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://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 to Bid and the General Terms & Conditions.

Bidders are required to be pre-qualified through the Illinois Department of Transportation, the Capital Development Board or the City of Joliet. It is the responsibility of the bidder to ensure that their pre-qualification information is provided to the City of Joliet Purchasing Division prior to the bid opening. If bidders are not prequalified through IDOT or Capital Development Board, then they must be prequalified with the City of Joliet. Financial prequalification forms can be obtained from the City of Joliet website at:

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

This prequalification MUST be renewed yearly. To check on your current prequalification status, you can contact [purchasing@joliet.gov](mailto:purchasing@joliet.gov). The current price for City of Joliet prequalification is \$175, which offsets the costs for independent auditor review of the documents. Those documents are to be submitted to the Purchasing Division, City of Joliet, 150 W. Jefferson Street, Joliet, IL 60432 at least 6 days prior to the bid opening.

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

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

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

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Electric download is Free

Published in the Labor Record

**Thursday – August 12, 2021**

James Capparelli  
City Manager

Dawn A. Kochan  
Interim Purchasing/Contracts Administrator



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

**CONTRACT DOCUMENTS FOR:  
2021 SANITARY SEWER POINT REPAIR PROJECT- VARIOUS LOCATIONS**

User Department: **PUBLIC UTILITIES**

Date and Time of Bid Opening: **FRIDAY, AUGUST 27, 2021 @ 9:00 A.M.**

Bid Security: **10%**

Performance Security: **100%**

Prequalification Necessary: **YES – IDOT OR IL. CAPITAL DEVELOPMENT BOARD OR CITY OF JOLIET PREQUALIFICATION REQUIRED**

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.**

**Bob O'Dekirk  
Mayor**

**James Capparelli  
City Manager**

**Council Members:  
Joe Clement  
Bettye Gavin  
Cesar Guerrero  
Larry Hug  
Terry Morris  
Pat Murdon  
Jan Hallums Quillman  
Sherri Reardon**

**Dawn A. Kochan  
Interim Purchasing/Contract  
Administrator**

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## INSTRUCTION TO BIDDERS

### **PROJECT: 2021 SANITARY SEWER POINT REPAIR PROJECT- VARIOUS LOCATIONS**

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. SUBSTITUTE OR "OR EQUAL" ITEMS**

- a. The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without evaluation of Equipment Alternatives listed in the Lump Sum Base Bid and without evaluation of possible substitute or "or equal" items. Whenever it is specified or described in the Bidding Documents that an Equipment Alternative listed in the Lump Sum Base Bid or that a substitute or "or equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be evaluated by Engineer until after the Effective Date of the Agreement.
- 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. 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.

## **17. 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.

## **18. 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.

## **19. 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.

## **20. AFFIDAVITS**

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

## **21. PREQUALIFICATIONS**

All Bidders shall become prequalified in one of the following ways:

1. If a company is currently prequalified by the State of Illinois (via IDOT or the Capital Development Board), such person shall submit a copy of said prequalification to Office of the City Clerk prior to the date and time set for the bid opening.
2. If a company is not State of Illinois prequalified as described above, they shall submit a City of Joliet Prequalification Form and a financial statement. The prequalification forms can be obtained from the City of Joliet website at <http://joliet.gov/departments/finance/purchasing/prequalification-process>. This prequalification MUST be renewed yearly. The current price for City of Joliet prequalification is \$175, which offsets the costs for independent auditor review of the documents. Those documents are to be submitted to the City Clerk's Office, City of Joliet, 150 W. Jefferson Street, Joliet, IL 60432 at least 6 days prior to the

bid opening and must be accompanied by \$175 and need to be updated annually. In addition to the form being submitted, a financial statement prepared or certified by a duly certified public accountant shall also be submitted. The certified public accountant shall also certify that he/she is presently a duly certified public accountant in the state in which he/she is certified. The financial statement must include the company's latest balance sheet and income statement showing the following items: Current Assets (e.g., cash joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses). The evaluation of the independent auditor shall determine the amount of prequalification. Prequalification shall be valid for a period of twelve (12) calendar months following the date of certification by the independent auditors.

3. It is the responsibility of the bidder to ensure that their pre-qualification information is provided to the City of Joliet Purchasing Division at [purchasing@joliet.gov](mailto:purchasing@joliet.gov) **prior to the bid opening**

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

## **22. EXAMINATION OF RELATED DATA AND SITE**

Existing sewer televising data is available to bidders. The video inspections of the point repairs are available to pickup at:

Joliet City Hall  
150 W. Jefferson Street  
Joliet, IL 60432

To request a copy of the videos please contact Owen Dean 815-724-4254 or by email at [odean@joliet.gov](mailto:odean@joliet.gov) to schedule.

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## **GENERAL CONDITIONS**

**Please also see the City of Joliet Special Provision and General Conditions  
Booklet  
Adopted October/November, 2020.**

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## **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:

#### **OWEN DEAN, P.E., DEPARTMENT OF PUBLIC UTILITIES**

- (c) "Contract Documents" – Includes Notice to Bidders, Instruction to Bidders, General Conditions, Proposal (only to be 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) "Engineer" – City of Joliet, Illinois
- (f) "Subcontractor" – A person, firm or corporation, other than a contractor supplying labor and materials or labor for work at the site of the project.
- (g) "Project" – The entire public improvements proposed by the Owner to be constructed in part or in whole pursuant to the contract.
- (h) "Owner" – City of Joliet, Illinois
- (i) "Surety" – Any person, firm or corporation that has executed as Surety, the contractor's performance bond securing the performance of the contract.
- (j) "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 constructed 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.
- (c) IDOT – Permit not required on this Project.

### **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 ten (10) calendar days after the contract has been executed by the City and notice has been given to him. The Contractor shall notify the City at 815-724-4254 and the Engineer at 630-682-4700, 48 hours in advance of any work so that the City/Engineer may have the time necessary to arrange for inspection of materials and construction. Failure on the part of the Contractor to properly notify the City/Engineer will cause the Contractor to have deducted from his contract any costs for inspection and testing of any materials incorporated in the work but not inspected and approved prior to or during construction.

### **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 completed 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 PRE-CONSTRUCTION MEETING**

The City will hold a pre-construction meeting, which shall be attended by the Contractor, Engineer and all other appropriate agencies, utilities, etc. The meeting will be held at a time agreed upon by both the City and the Contractor. There will be an option for a virtual meeting attendance as well due to any COVID-19 concerns.

The Contractor shall present executed contracts with bonds and insurance prior to or at this meeting. Also, the Contractor shall provide the names and phone numbers of responsible employees to be contacted off-hours for emergencies and an estimated construction schedule covering all work for the entire project.

### **2.6 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.

## **2.7 LIQUIDATED DAMAGES FOR DELAY**

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

## **3.0 PLANS, SPECIFICATIONS AND DRAWINGS**

### **3.1 CONFORMITY**

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

### **3.2 AVAILABILITY AT SITE**

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

### **3.3 CONSISTENCY**

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

### **3.4 FIGURED DIMENSIONS TO GOVERN**

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

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

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

### **3.6 ERRORS/AND OMISSIONS**

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

### **3.7 STANDARD SPECIFICATIONS**

Reference to standard specifications of any technical society, organization or association, or to codes of local, state or federal, authorities, shall mean the latest standard; code specification or

tentative specification adopted and published at the date of taking bids, unless specifically stated otherwise.

### **3.8 PRESERVATION OF MONUMENTS AND STAKES**

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

### **3.9 CERTIFICATION OF MATERIALS**

The Engineer shall be furnished with a list of sources of materials before they are shipped so materials can be inspected before shipping, if desired. All materials shall be subject to inspection at the source and at the job site. Engineer may reject any materials at either location. All materials incorporated in this project shall be new materials from the City's approved material list. Use of existing material or recycled materials shall not be permitted without the written consent of the Engineer. The Contractor shall furnish the Engineer with the manufacturer's certificates for all materials supplied to the project except those specifications exempted by the Engineer.

All required materials for this project shall be selected from the City's approved material list, unless specifically called-out otherwise in the Contract Documents Special Provisions for this project and approved by the Engineer in charge of this project.

### **3.10 SUBMITTALS**

Provide complete copies of required submittals and deliver to the Engineer as follows:

1. **Construction progress schedule:** (1) electronic copy
2. Initial work schedule
3. Revisions to work schedule
4. **Pre-construction surface video recording:** (1) electronic copy
5. **Traffic Control Plan:** (1) electronic copy
6. **Material Data Sheet Submittals:** (1) electronic copy
  - a. PVC pipe technical data sheets
7. Non-Shear Couplings: non-shear Fernco RC Series or Mission Flex-Seal adjustable repair couplings equipped with stainless steel bands
8. Inserta Tee/Wye shall be ASTM 3034, SDR 26 with rubber gasket and rubber sleeve ASTM F477
9. LMT Saddle
10. One set of "red-line" field changes on construction plans
11. Other required submittals: (1) electronic copy if required for review or record.

This is a non-exhaustive list. The Contractor shall provide all shop drawings and submittals that are required in the specifications.

## **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 of final payment.

#### **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**

Normal working hours are 7:00 a.m. to 5:00 p.m. No work shall be done on Sundays or the following holidays: Christmas, New Year's Day, Thanksgiving, Memorial Day, July 4th and Labor Day unless special order or permit shall be given by the City. No excavation or general construction will be permitted outside normal working hours. Time regulations shall not apply to placement of traffic control devices such as barricades, signs and lighting. The Contractor shall ensure that the sewer main system shall be back in operation at the end of each workday. No overnight disruption in service will be allowed.

#### **4.8 CONSTRUCTION NOISE RESTRICTION**

All engines and engine driven equipment used for construction or for hauling shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noise. Any machine, or device, or part thereof which is regulated by or becomes regulated by Federal or State noise standards shall conform to those standards.

#### **4.9 UTILITY COORDINATION**

The Contractor is responsible to contact all utilities for locations prior to the start of work (J.U.L.I.E. at 1-800-892-0123). Note: Any utility locations shown on the Plans are **APPROXIMATE ONLY**; the Contractor is to use care when working around utilities so as not to damage them. The Contractor is responsible for any utilities damaged. The Contractor shall work with the agencies to organize and complete the work as expeditiously as possible.

#### **4.10 SANITARY FACILITIES**

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

#### **4.11 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.

#### **4.12 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.

#### **4.13 EXISTING MATERIALS**

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

#### **4.14 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 START UP 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**

1. The successful bidder in all construction and demolition contracts shall submit, with other required contract documents, a certificate of insurance, issued by an insurance company licensed to do business in Illinois, indicating the bidder as the insured and naming the City of Joliet (and its officers and employees) and RJN Group, Inc. 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.

#### **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 judgement, may be necessary for his proper protection in the prosecution of the work.

### **9.3 TERMINATION**

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

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

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

- (1) For claims arising in and from the performance of the work on the project under this contract.
- (2) For defective work not remedied.
- (3) For failure of the Contractor or sub-contractors to make proper payments to his sub-contractors and suppliers. The City shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The City will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor; and such payments shall be considered as payment made under the contract. The City shall not be liable to the Contractor for any such payment made in good faith.

#### **10.0 CHANGE ORDERS**

##### **10.1 CHANGE ORDER/DEFINED**

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

##### **10.2 AUTHORITY TO BIND CITY**

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

- (a) The City Manager or his designee is hereby empowered to execute the following Change Orders:
  - (1) Change Orders which do not alter the scope or cost of the project.
  - (2) Change Orders which result in a reduction in cost, but do not alter the scope or quality of the project.
- (b) The City Manager or his designee is empowered to execute the following Change Orders without prior approval by the City Council, provided, however, he shall report such Change Orders to the City Council within two (2) weeks of such execution:
  - (1) Change Orders which result from emergency situations, defined as:
    - (a) Any clear and present danger or hazard to health, safety or welfare, or;
    - (b) A condition which would require the cessation of work on the project, if not immediately executed.
  - (2) Change Orders which result in an additional project cost, if the accrued costs of all Change Orders to date does not exceed the lessor of \$5,000.00 or ten percent (10%) of the original cost.

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

### **10.3 METHOD**

The City, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from, the work. The contract sum shall be adjusted by the unit prices contained in the contract or if unit prices are not contained therein, by written agreement of the Contractor and the City. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted as the time of ordering such change. No changes in the work shall be effective except with the prior written consent of the City, except that verbal Change Orders may be authorized in emergency situations as defined herein.

### **10.4 WAIVER**

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

### **11.0 PAYMENTS**

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

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

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

The Contractor, and its subcontractors, shall comply with the Prevailing Wage Act (820 ILCS 130/1 et seq.), as amended. The Contractor, and each subcontractor, shall keep, or cause to be kept, an accurate record showing the names and occupation of all laborers, workers and mechanics employed by the Contractor or its subcontractors, in connection with the Work and showing the actual hourly wages paid to each such person. There is a new Illinois Department of Labor Policy (effective April 1, 2020) requiring that Certified Payroll Records be submitted to a Prevailing Wage Portal (linked below) rather than directly to Local Agencies.

- <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>

Certification Statement with Payment Estimates, stating CPRs need to be uploaded to the IDOL Portal. The submittal of an invoice or payment request to the City shall constitute the Contractor's certification statement from the IDOL, that all certified payroll for the work covered by the invoice or payment request have been paid in compliance with the Prevailing Wage Act and uploaded on the IDOL website. 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: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/current-prevailing-rates.aspx>. 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.

### **11.4 FINAL PAYMENT**

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

### **11.5 NO WAIVERS**

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

### **12.0 ADDITIONAL REQUIREMENTS**

The City of Joliet has adopted a Responsible Bidder Ordinance (2-440). In addition to any other requirement, unless otherwise expressly stated in a bid solicitation or an award of contract, or applicable state or federal law or regulation states otherwise, all bidders must comply with the following requirements in order to submit a bid or be awarded a contract.

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 the state and submit a copy of the Illinois Secretary of State Department of Business Services online records evidencing that the bidder has a current corporate annual report on file, if required. If the bidder is an individual, sole proprietorship, or partnership, this subsection shall not apply.
2. The bidder must have a valid Federal Tax Identification Number or Social Security Number (for individuals), documents evidencing current registration with the Illinois

Department of Revenue and the Illinois Department of Employment Security (if bidder has employees).

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 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. A statement that all employees are (i) covered under a current workers' compensation insurance policy, and (ii) properly classified under such policy. If the bidder is insured with a carrier, the evidence of workers' compensation insurance shall be a copy of the "Information Page" which includes the name and address of the insured, as well as class codes upon which the compensation premium is based and the total estimated remuneration per class code.
6. A statement of compliance with all provisions of the Illinois Prevailing Wage Act (820 ILCS 130), as amended, and all the rules and regulations therein, for the past five (5) years. Such statement shall also provide that the contractor has reviewed the Prevailing Wage Act or the federal Davis-Bacon and Related Acts, has reviewed and agrees to pay the applicable prevailing wage rates attached to the bid specifications, and will strictly comply with the Prevailing Wage Act or federal Davis-Bacon and Related Acts and related requirements, including wages, medical and hospitalization insurance and retirement for those trades covered in the Act. A contractor who has been found, by the Illinois Department of Labor, to be in violation of the Prevailing Wage Act twice within a three (3) year period shall be deemed to not be Responsible Bidder for two (2) years from the date of the latest finding.
7. Certification of compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.).
8. A certification that individuals who perform work on the public works project on behalf of the contractor are properly classified as either (i) an employee, or (ii) an independent contractor under all applicable state and federal laws and local ordinances.
9. Documents evidencing any professional or trade licenses required by law or local ordinance for any trade or specialty in which the contractor is seeking a contract award. Additionally, the contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer, or manager of the company.
10. For construction contracts (construction of new facilities, renovation of existing facilities, or road construction projects), or demolition contracts, over \$25,000 (twenty five thousand dollars), evidence of participation in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization. The required evidence includes but is not limited to a copy of all applicable apprenticeship standards or Apprenticeship

Agreement(s) for any apprentice(s) who will perform work on the public works project.

11. Disclosure of the name and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of the project. Further, each such subcontractor shall be required to adhere to the requirements set forth herein as though it were bidding directly to the city. Each contractor shall submit all subcontractor information and supporting documentation to the city prior to the subcontractor commencing work on the project.
12. Unless otherwise agreed to in a collective bargaining agreement, the bidder shall certify that it provides, or contributes to, a health care plan for those employees working on the project and shall provide a copy of the health care plan upon request. The contributions toward a health care plan must be part of the employee's regular compensation, and not merely part of the employee's compensation during the period of time for which the employee is performing work on the project.
13. Unless otherwise agreed to in a collective bargaining agreement, the bidder shall certify that it contributes to an employee pension or retirement program, including but not limited to a 401k, a defined benefit plan or a similar plan for its field employees working on the project and shall provide a copy of the plan upon request. The contributions toward a pension or retirement program must be a part of the employee's regular compensation and not merely part of the employee's compensation during the period of time for which the employee is performing work on the project.
14. Certification that the bidder has not been subject to any determinations by a court or governmental agency for violations of federal, state, or local laws, including but not limited to serious, willful, or repeated violations of the Occupational Safety and Health Act (OSHA), violations of contracting or antitrust laws, tax or licensing laws, environmental laws, or the federal Davis-Bacon and Related Acts.
15. Whenever practical, the bidder should prequalify as a local bidder.
16. Any material changes to the contractor's status, at any time during the performance of the project, must be reported in writing to the city within fourteen (14) days of its occurrence. Failure to comply with this requirement is grounds for the contractor to be deemed a non-responsible bidder.
17. The submission requirements of this Ordinance also apply to subcontractors, except that the contractor shall submit all subcontractor submissions to the city prior to the subcontractor commencing work on the project. Failure of a subcontractor to submit the required information shall not disqualify the successful bidder from performing work on the project and shall not constitute a contractual default and/or breach by the successful bidder. However, the city may withhold all payments otherwise due for work performed by a subcontractor until the subcontractor submits the required information and the city approves such information. Further, where the city deems necessary, the city may also require that the successful bidder remove the subcontractor from the project and replace it with a responsive and responsible subcontractor.

### **13.0 MINORITY EMPLOYMENT REQUIREMENTS**

#### **For contracts valued greater than \$100,000.00:**

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

The contractors' aggregate workforce on all construction work covered by this contract shall include any combination of minority or female participation equaling or exceeding ten percent (10%) of the contractor's aggregate workforce. Compliance with this specification will be measured against the total hours performed, including all subcontracts.

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

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

#### **DEFINITION:**

Minority shall include:

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

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

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

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CITY OF JOLIET

**SUPPLEMENTAL SPECIAL PROVISIONS**

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APPENDIX A: CCTV REPORTS

APPENDIX B: PHOTOS OF THE PROPOSED POINT REPAIRS

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 April 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 **2021 SANITARY SEWER POINT REPAIR PROJECT – VARIOUS LOCATIONS.**

**1. LOCATION OF THE IMPROVEMENTS**

The project consists of ten (10) sanitary sewer point repairs with the reconnection of existing service lateral connections located throughout various locations in the City of Joliet. Specific locations are provided in the Contract drawings. The Contractor shall perform work at the locations shown or as otherwise directed by the Engineer. Appendix A includes sewer televising reports for each section requiring a point repair. Appendix B shows digital photographs of each point repair location as well as photos of the damaged pipe section.

**2. DESCRIPTION OF THE IMPROVEMENTS**

The improvements consist of ten (10) sanitary sewer point repairs located throughout various locations in the City of Joliet.

**3. PROJECT SCHEDULE**

This total contract allows for **90 calendar days for final completion** from the date of contract acceptance. The work shall be substantially complete within **60 calendar days.**

**4. PROJECT TIMELINE**

The project timeline is estimated as follows:

PROJECT ADVERTISING	Thursday, August 12, 2021
BID OPENING	Friday, August 27, 2021, 9:00 A.M.
CONTRACT AWARD	Tuesday, September 7, 2021
NOTICE OF AWARD	Wednesday, September 8, 2021
NOTICE TO PROCEED	Monday, September 20, 2021
SUBSTANTIAL COMPLETION	Friday, November 19, 2021
FINAL COMPLETION	Sunday, December 19, 2021

Any questions pertaining to the contract shall be submitted in writing to the contact person for this contract. Any major issues or clarifications will be summarized and issued in an addendum form to the bidders of the project on record at the City Clerk’s office. No questions will be accepted after 12:00 PM on Monday, August 23, 2021 with no addenda to be issued after 4:00 PM on Wednesday, August 25, 2021.

All questions regarding this contract shall be directed to Owen Dean, from City of Joliet, at 1-815-724-4254 or by email at [odean@joliet.gov](mailto:odean@joliet.gov).

## **5. GENERAL**

All damage to lawns shall be restored with topsoil, seed and blanket. All lawn restoration shall be considered incidental to the cost of the work. To minimize damage to lawns, Contractor shall utilize Duramats or other means to buffer equipment traveling across private property.

All traffic control shall be coordinated by the contractor and shall be considered incidental to the contract.

All work required to protect overhead wires and utility poles shall be coordinated by the contractor and shall be considered incidental to the contract.

Any claims for additional work must be presented to the City immediately. Failure of the contractor to notify the City Inspector will be reason to deny any claims for extra work.

All work covered under this contract is subject to inspection by the City of Joliet Department of Public Works and Utilities and RJN Group, Inc.

## **6. UTILITY LOCATION**

The Contractor must exercise extreme caution while working around existing utilities. The Contractor shall notify JULIE (1-800-892-0123), a minimum of 48 hours before commencing construction for utility locations within the scope of the project. It is recommended that the Contractor conduct a joint utility meet. It is the responsibility of the Contractor to contact all agencies who may or may not be part of the JULIE system to verify the location of their facilities.

The City does not guarantee the accuracy or completeness of this information. The Contractor shall make his own investigation to determine the existence, nature, and location of all utility lines and appurtenances within the limits of the improvement. The Contractor shall locate all utilities far enough in advance to avoid all conflicts in grade separation between existing utilities and the proposed improvements. If the Contractor encounters a conflict between the proposed improvements and existing utility that was not located in advance by the Contractor, then the Contractor shall, at no cost to the Village, relocate the proposed improvements and/or the utility to avoid the conflict.

The Contractor will be required to cooperate with all utility companies involved in connection with the removal, temporary relocation, reconstruction, or abandonment by these companies of any and all services or facilities owned or operated by them within the limits of this improvement.

Before doing any work which will damage, disturb, or leave unsupported or unprotected any utility lines, or appurtenances encountered, the Contractor shall notify the respective Owner thereof, who will make all arrangements for relocating, adjusting, or otherwise maintaining or abandoning service on lines that fall within the limits of the proposed construction without cost to the Contractor, including the removal of all cables, manhole

covers, and other appurtenances which the Owner desires to salvage. After such arrangements have been made, the Contractor will proceed with the work as directed by the Engineer. All utility lines and appurtenances which are abandoned by the Owner shall be removed and disposed of by the Contractor.

No extra compensation will be allowed to the Contractor for any expense incurred by complying with these requirements or because of delays, inconvenience, or interruptions in his work resulting from the failure of any utility company to remove, relocate, reconstruct, or abandon their services. The Contractor shall be responsible for prompt and timely removal, relocation, reconstruction, or abandonment of their facilities by all utility companies involved, and the coordination of his own work with that of these companies to end that work on this improvement is not delayed because of necessary changes in the existing utilities, public or private.

## **7. CONSTRUCTION OPERATIONS**

In order to minimize the effect of construction noise on the area surrounding the improvement, the Contractor and his subcontractors shall comply with the following requirements. Any changes to this schedule will not be accepted unless approved by the Engineer.

All engines and engine driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noises. Any machine or device or part there of which is regulated by or becomes regulated by Federal or State of Illinois noise standard shall conform to those standards.

The Contractor shall take all precautions necessary to protect the general public and his employees from hazardous locations that might occur within the limits of the improvements. The City is not responsible for site safety. The Bidder is solely and exclusively responsible for construction means, methods, technologies, and site safety.

Beginning on the date that the Contractor begins work on this project, he shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer. Traffic control and protection for this work will be provided by the Contractor as required by the Engineer. The work involved in maintaining the existing pavement and shoulders will not be paid for separately at the contract unit prices for the various items of work involved, unless otherwise specified elsewhere in these Special Provision.

If items of work have not been provided for in the Contract, or are not otherwise specified for payment, such items will be paid for in accordance with Article 109.04 of the Standard Specifications.

## **8. PUBLIC SAFETY AND CONVENIENCE**

The Contractor shall maintain entrances along the proposed improvement. Interference with traffic movements and inconvenience to City and abutting property and the public shall be kept to a minimum. Delays and inconveniences to the Contractor caused by

complying with these requirements shall be considered included in the cost of the contract and no additional compensation will be allowed.

The Contractor is to plan his work so at the end of each workday, there will be no open holes. It will be the Contractor's responsibility to notify any residents or businesses, at least 24 hours in advance, who will have no or limited driveway/backyard access due to work performed by the Contractor.

## **9. PROTECTION OF EXISTING DRAINAGE FACILITIES**

All existing drainage structures are to be kept free of all debris resulting from construction operations. All work and material necessary to prevent accumulation of debris in the drainage structures will be considered included in the cost of the contract. Any debris in the drainage structures resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed.

During construction if the Contractor encounters or otherwise becomes aware of any sewers, under drains or field drains within the right-of-way other than those shown on the plans, he shall so inform the Engineer who shall direct the work necessary to maintain or replace the facilities in service and to protect them from damage during construction. Existing facilities to be maintained that are damaged because of noncompliance with this provision shall be replaced at the Contractor's own expense.

## **10. PRE-CONSTRUCTION SURFACE VIDEO RECORDING**

The Contractor shall provide two color copies of audio-video recording of site being disturbed (and adjacent areas) prior to start of construction. Recordings shall be scheduled so that the project area is recorded within one week of the start of construction. The contractor shall perform this work according to the following guidelines and requirements:

1. Provide coverage of entire area where construction activities are to be undertaken in relation to this project.
2. Make audio description simultaneously with video coverage.
3. Include coverage, but not limited to, all existing roadways, curbs, driveways, sidewalks, parkways, landscaping and trees.
4. Identify houses and buildings with their related coverage items, audibly and visually by address.
5. Electronic media of the video recording should begin with the current date, project name, city and location.
6. Record at a rate of speed not exceeding 40 feet per minute. Control panning rates and zoom-in and zoom-out rates to provide clarity of the viewed object during playback.
7. Perform all video recording during times of good visibility.
8. Perform all video recording during regular business hours, unless otherwise specified by the private property owner, City or Engineer. Enter and leave private property in a professional and orderly, workmanship like manner.
9. The Engineer has the authority to reject all or any portion of the video not conforming to these specifications. Video recordings not found acceptable by the Engineer shall be done over at no cost to the City.

10. Provide the total audio-video recording system and procedures as required to produce a finished product that will fulfill the technical requirements of the project. Make recordings with a video recorder using electronic media format. Produce the video portion of the recording with bright, sharp, clear pictures with accurate colors and free from distortion, tearing, rolls or other forms of picture imperfection. Produce the audio portion of the recording with proper volume, clarity and free from distortion.
11. Construction will not be allowed to commence without approved (by Engineer) video recordings of the construction areas.
12. Upon acceptance of the video recordings by the Engineer they will become the property of the City.

This work item shall be considered incidental to the Contract and shall not be compensated for separately.

### **11. SITE PREPARATION**

Clear areas necessary for performance of the work and confine operations to that area provided through easements, licenses, agreements and rights-of-way. Entrance upon any lands outside of that area provided by easements, licenses, agreements or public rights-of-way, shall be at the Contractor's sole liability. Do not occupy any portion of the project site prior to the date established in the Notice to Proceed without prior approval of the City.

Remove, relocate, reconstruct or work around natural obstructions, existing facilities and improvements encountered during site preparation as herein specified. Take care while performing site preparation work adjacent to facilities intended to remain in place. Promptly repair damage to existing facilities. Dispose of waste materials in a satisfactory manner off the work site. No contract prices are established for Site Preparation.

### **12. EROSION CONTROL**

This work shall be in accordance with Section 280 of the Standard Specifications and with the details in the plans, except as modified herein.

#### Basis of Payment:

The cost of erosion control will not be paid for separately but shall be considered as included in the unit bid prices of the contract, and additional compensation will not be allowed.

### **13. TRAFFIC CONTROL AND PROTECTION**

This item shall include furnishing, installing, maintaining, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during construction or maintenance of this improvement.

Traffic Control and Protection shall be provided as called for in the plans, these Special Provisions, applicable Highway Standards, applicable sections of the Standard Specifications or as directed by the Engineer.

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions along the roadway through the construction zone. All traffic control devices used on the project shall conform to the plans, special provisions, traffic control standards, traffic specifications and the "Illinois Manual on Traffic Control Devices for Streets and Highways" and the "Traffic Control Devices Handbook". No modification of these requirements will be allowed without prior written approval of the Engineer.

The Contractor shall be responsible for proper location, installation and arrangement of all traffic control devices. Contractor shall upon request of Engineer provide a sketch of proposed traffic control devices to be installed. All traffic control devices shall remain in place until specific authorization and relocation or removal is received from the Engineer.

The Contractor shall ensure that all traffic control devices installed by him are operational 24 hours a day, including Sundays and holidays.

Basis of Payment:

This work will be considered incidental to the contract.

**14. RESTORATION**

Some restoration items will be paid for separately. All other restoration items including quantities over and above what have been indicated in the bid tab, and which are a result of the contractor operations or being careless shall be incidental; i.e. moving sheds, moving fences, replacing sod due to spoils being piled up, additional trench backfill due to digging with a larger bucket, wider trench that required on the detail plan, etc.

**15. SEWER FLOW CONTROL**

This work shall include control of sanitary sewer flow during construction activities. The Contractor shall be fully responsible for maintaining sewer service during these operations and shall not be allowed to backup or flood any sewer system user, building or property. The Contractor shall be solely liable for property damages that result from the work being performed.

During sewer cleaning operations, only 25% of the internal pipe diameter flow or "limited sewage flow" is acceptable. Flows shall be reduced by plugging, blocking, manually operating pump stations or bypass pumping. During sewer televising operations, only 5% of the internal pipe diameter flow is acceptable. During manhole installation, manhole rehabilitation and point repairs, no flows will be allowed.

Since complete stoppage or bypassing of flow may be required during installation of new sewers, point repairs and manhole rehabilitation work, the Contractor may be required to submit drawings and complete design data showing methods and equipment to be utilized in bypass and dewatering operations. The bypass plan shall include the following information:



1. Location of temporary sewer plugs and bypass discharge lines indicated on plans
2. Capacities of pumps, prime movers, and standby equipment
3. Type of standby power source
4. Traffic control plan

When pumping and bypassing is required, the Contractor shall furnish all temporary pumps, conduits, and other equipment to divert the flow of sewage around the sewer section in which work is to be performed. The bypass system shall have sufficient capacity to handle existing flow plus additional flow that may occur during peak flow periods or from precipitation. The Contractor shall construct bypass system of material to prevent leakage during pumping operation.

The Contractor shall equip all engines with mufflers and/or enclose to keep noise level less than 50 decibels, or 10 decibels above ambient noise levels when measured at building closest to noise source.

The Contractor shall maintain sufficient labor, equipment and materials on site to ensure continuous and successful operation of bypass and dewatering systems including the following:

1. Keep standby pumps fueled and operational at all times
2. Maintain on site sufficient number of valves, tees, elbows, connections, tools, sewer plugs, piping, and other parts or system hardware to ensure immediate repair or modification of any part of system as necessary.
3. Provide piping, joints and accessories designed to withstand at least twice the maximum system pressure or 50 psi (345 kPa), whichever is greater.
4. In areas where flows are bypassed, all discharge flow shall be returned to the sanitary sewer. No bypassing to ground surface, receiving waters, storm drains, or bypassing which results in groundwater contamination or potential health hazards shall be permitted.

In the event sewage is released into a storm drainage system or street, the Contractor shall immediately stop the release, notify IEPA, and take all necessary actions to clean up and disinfect spillage to satisfaction of the Engineer.

During plugging or bypass pumping operations the Contractor shall utilize sewer plugs specifically designed so that all or any portion of sewage can be released. During sewer flow control operations, reduce flow to comply with requirements as describe above. After cleaning, inspection, installation or rehabilitation work has been completed, restore the flow to normal. All plugging, bypass pumping and sewer flow control operations shall be considered incidental to the Contract and shall not be compensated for separately.

#### Basis of Payment:

The cost of sewer flow control will not be paid for separately but shall be considered as included in the unit bid prices of the contract, and additional compensation will not be allowed.

## **16. TREE PRUNING & TREE ROOT PRUNING**

This work shall be performed in accordance with Section 201 of the Standard Specifications, and as shown on the Plans and directed by the Engineer, with the following modifications.

### Basis of Payment:

The cost of Tree Pruning and Tree Root Pruning will not be paid for separately but shall be considered as included in the unit bid prices of the contract, and additional compensation will not be allowed.

## **17. POINT REPAIRS**

This work shall consist of the removal and replacement of portions of sanitary sewer pipe and all necessary removal and restoration of existing surface and utilities at locations show on the Plans. Work and materials incidental to POINT REPAIRS may include, but are not limited to: excavation, shoring, sheeting, bracing, sewer flow control, dewatering, all pipes, fittings, adapters, coupling, pipe bedding, temporary aggregate, and traffic control. Non-shear couplings are required for connecting to existing sewer pipe. Trench backfill and surface restoration items, (except for topsoil, seeding, mulch, and fence), shall be measured and paid for separately.

The existing surface area of each work location shall be recorded in electronic media format prior to any excavation as described in PRE-CONSTRUCTION VIDEO RECORDING. Site preparation including surface removal shall be as required for each individual point repair. The Contractor shall verify prior to construction:

- Pipe size and type,
- Direction of flow and location of the repair using the TV reports in Appendix A.

Specifically designed adaptor couplings shall be used for the connection if dissimilar pipe materials are connected.

### Materials:

Pipes installed during point repairs shall conform to the following requirements and shall be free of visible cracks, holes, foreign material, blisters, or other deleterious faults.

PVC Sewer Pipe and Fittings for all Point Repairs:

1. 4 to 15 inch diameter:
  - a. ASTM D3034 SDR 26
  - b. Glenwood PR and Western PR shall be ASTM D2241 SDR 26
2. Service pipes are to match sewer main.
3. Fittings such as saddles, elbows, tees, and wyes shall be factory produced and have joint design compatible with adjacent pipe.
4. Inserta Tee Fatboy, SDR 26, ASTM 3034 with rubber gasket and rubber sleeve ASTM F477.
5. Lateral connections to CIPP mainline sewers must be made with an LMT Saddle from LMK Technologies.

6. Transitions to existing pipe materials: Non-shear couplings with stainless band are required for connecting to existing sewer pipe and shall conform to ASTM C-1173. Gaskets shall conform to ASTM D5926. They shall be Fernco RC 5000 series shielded couplings or approved equal.
7. Joints/Rubber Gasket: Conform to ASTM F477. Integral bell joint conforming to ASTM D3212, sealed by rubber gasket so assembly remains watertight under conditions of service including movements resulting from expansion, contraction, settlement, and deformation of pipe.
8. Field applied heat fusion or solvent welded joints between pipe sections, pipe and fittings or fitting components shall not be permitted.
9. Assembled joint shall pass performance tests as required in ASTM D3212
10. Pipe Markings:
  - a. Manufacturer's name or trademark.
  - b. Nominal pipe size.
  - c. PVC cell classification
  - d. ASTM D3034 SDR 26 or ASTM F679 SDR 26
  - e. Extrusion date, period of manufacture or lot number.

Execution:

Replacement pipe shall be placed in the same line and grade of the existing pipe sections. The condition of the pipe sections upstream and downstream of the specified repair location shall be inspected and, if defective, the Engineer will determine if additional repairs are necessary. If additional pipe repairs of five feet or less are required, no additional compensation shall be made.

When specified repairs cannot be made because of physical limitations at the site, the Engineer shall be promptly notified. Alternate repair techniques shall be evaluated in cases where conventional repairs are not practical. Change orders may be required for alternate repairs. Sewer line repair pits shall remain uncovered until an inspection by the Engineer has been made.

1. Excavate repair pit and uncover the main line sewer a minimum of one foot clearance all around at the damaged section or as directed by the Engineer, and remove damaged pipe.
2. Dewatering shall be required so that excavations are kept free from water. Lay pipe only after trench is dewatered.
3. Defective pipe sections and service connections shall be removed by cutting the pipe past the bell end, if necessary, to allow for the use of rubber coupling. Replacement pipe lengths shall be cut to within one-fourth inch of the required replacement pipe length and attached to the existing pipe with appropriate sized rubber couplings. Defective service connections shall be replaced with appropriate sized wye connection and rubber couplings. All couplings shall be secured with stainless steel bands. Pipe bedding under the replacement pipe section shall be compacted to prevent settlement and provide support.
4. Where there is a sanitary service connection within the repair, it shall include up to ten(10) feet of the service measured from the wye joint. Connect ends of new service piping to existing piping using non-shear rubber mission coupling connectors. These connectors shall be designed to fit the new and existing pipes.

5. Replacement of sanitary service connections shall include the filling of any voids which may be found to exist around the lateral. The void space shall be filled with hydraulic cement or other approved material for a minimum distance of three feet.
6. Where the existing service lateral pipe is found to be in such a deteriorated condition that the specified reconnection cannot be made, the Engineer and City shall both be notified by the Contractor.
7. When multiple lateral services exist at an address, the Contractor shall determine if lateral is live. Only live laterals are to be reconnected. Dead laterals will be removed.
8. Seal joints within the repair pit that appear to be open or in poor condition, but the barrel of the pipe is still good. Roots in open joints shall be removed before sealing. All determinations for sealing joints shall be made by the Engineer. Joints that are open or in poor condition shall be cleaned and packed with a butyl rubber sealant and encased in quick setting, non-shrink concrete followed by encasement with concrete. The encasement shall be centered on the joint, have a minimum thickness of six inches, and have a minimum length equal to the pipe diameter but not less than twelve inches. Methods for sealing open joints other than that described above shall be submitted to the Engineer for approval.
9. Backfill point repair in accordance with standard details and specifications.

**Pipe Bedding:** The Contractor shall furnish, place, compact and transport coarse aggregate gradation CA-7 or CA-11 for pipe bedding to a minimum depth of 6" below the bell of the pipe and 12" above the bell of the pipe. Pipe bedding under the replacement pipe section shall be compacted to prevent settlement and provide support.

**Excavated Material Backfill:** Backfill trenches with excavated material from trenches, unless granular backfill is required as specified below. Excavated material shall consist of loam, clay or other materials, which, in judgment of Engineer, are suitable for backfilling. Unsuitable backfill materials are not acceptable. Extend backfill from surface of cover material to ground surface, making allowance for surface restoration.

Basis of Payment:

This work will be paid for at the Contract Unit Price per Lump Sum for each individual **POINT REPAIRS**, of the name specified. The price shall be payment in full for performing the work as specified herein, including all materials and labor, pipe bedding, protection of overhead wires and utility poles, traffic control, and all other work associated with completing the point repair not identified by a separate bid item. Trench backfill and surface restoration items (except for topsoil, seeding, mulch, and fence) shall be measured and paid for separately.

If additional pipe required deviates by five (5) feet or less from those lengths listed on the Plan Sheets, no additional compensation shall be made. Additional compensation may be approved by the Engineer for installation of pipe lengths in excess of five (5) additional feet. Cost for additional pipe lengths shall be paid at the Contract Unit Price per Linear Foot for **ADDITIONAL PVC SANITARY SEWER, ASTM D3034 SDR 26**, of the diameter specified, **ADDITIONAL PVC SANITARY SEWER, ASTM D2241 SDR 26**, of the diameter specified, **ADDITIONAL 6" PVC SANITARY LATERAL**, or at the Contract Unit price per

Each for **ADDITIONAL SERVICE CONNECTION REPAIR (WITHIN TRENCH)** and shall include all excavation, installation, and bedding.

**TRENCH BACKFILL** and restoration work shall be measured and paid for separately.

### **18. STORM SEWERS, RCP, CL IV, ASTM C76**

This work shall be in accordance with Section 550 of the Standard Specifications and with the details in the plans, except as modified herein.

This work shall consist of removing and constructing storm sewers at the locations and depths shown on the plans or as directed by the Engineer.

This work shall include trench excavation, hauling and disposal of excavated material, dewatering, sheeting, shoring, bracing, pipe bedding, pipe material and its installation, pipe gaskets, connections to structures, and earth backfill and compaction where permitted.

**Materials.** Storm sewer pipe shall be round reinforced concrete pipe conforming with ASTM C76/AASHTO M170 and shall be of adequate strength to support the trench loads applied.

Storm sewer pipe shall be furnished and installed with rubber gaskets conforming with ASTM C443/AASHTO M198. Storm sewer pipe shall be specifically constructed to fit the rubber gaskets which are used.

If replacing existing sewer, removal of existing sewer and plugging/abandoning of existing sewer is incidental to this item.

Basis of Payment. This work will be paid for at the Contract unit price per Foot for **STORM SEWERS, RCP, CL IV, ASTM C76**, of the diameter specified.

### **19. TRENCH BACKFILL**

This work shall conform to Section 208 of the "Standard Specifications". This item shall consist of furnishing, placing, compacting and transporting coarse aggregate gradation CA-6 or CA-7 for backfilling material for all trenches made beneath or within two (2) feet of the roadway or driveways and twenty (20) feet of railroads. The material shall conform to Article 1004.5. The trench backfill shall be compacted only by Method 1 as defined in Article 550.07 of the Standard Specifications. Recycled materials or crushed concrete will not be permitted.

This item also includes the disposal of the surplus excavated material which is replaced by trench backfill. Such disposal shall be made in accordance with Article 202.03 of the "Standard Specifications".

The Contractor shall maintain trenches flush with existing surfaces until permanent patches are installed or site restoration is completed. No additional compensation will be provided to the Contractor for trench maintenance.

For all other areas not adjacent to pavement, excavated earth free from organic materials shall be used. Costs associated with earthen backfill shall be considered incidental to each Point Repair.

**Construction Requirements:** The bedding, haunching and backfilling for pipe installation shall be as shown on the Drawings and as specified in Section 20 of the Water and Sewer Specifications except as modified in these Special Provisions. Bedding and haunching material will not be measured for payment but will be considered included in the cost of the associated point repair. The granular material required for initial backfill, from the spring-line of the pipe to 12 inches above the pipe, will not be eligible for payment but shall be considered included in the cost of the point repair.

For bedding and haunching requirements, refer to the pipe bedding details shown in the plans and associated specifications found in these Special Provisions.

Place granular backfill within influence zone under new or existing roads, railroads, sidewalks, paved surface, or foundations and footings. Extend backfill from surface of cover material to top of existing pavement structure to allow backfill to function as temporary aggregate roadway. Replace backfill displaced by traffic movement as necessary until temporary bituminous pavement or permanent pavement is installed at no additional cost to City.

The Contractor shall not use frozen material for backfill or place backfill on frozen sub-grade. Care shall be taken to not exert undue stresses on new piping or existing utilities when dumping, spreading, and/or compacting backfill materials. Hand spreading and hand tamping may be required to adequately protect new pipe and existing utilities.

Where pipes leave structures, protect by backfilling pipe influence zone down to undisturbed soil as specified above for support of underground structure. Do not backfill structures until new concrete has properly cured.

The Contractor shall start trench compaction at the point of lowest elevation of trench and work along the complete length of the trench. Backfill shall be placed around the pipe immediately after installation and inspection unless delay is approved by ENGINEER.

Granular trench backfill shall be mechanically compacted in layers of twelve (12) inches maximum, loose measure. Each layer shall be compacted to 95% of maximum density as determined by ASTM D698 by ramming or tamping with tools approved by the Engineer. Care shall be taken during compaction to prevent disturbance or injury of the pipe and other utilities.

**Measurement:**

The work will be measured in the field and computed in cubic yards. It will be measured in linear feet along the centerline of the pipe and the area computed in square yards multiple by the depth (top of the trench bedding to bottom of base), with a maximum allowable width of 6 feet for main line pipe and maximum width of 6 feet for service pipes.

**Basis of Payment:**

This work will be paid for at the contract unit price per cubic yard for **TRENCH BACKFILL**.

## 20. ROCK EXCAVATION

The work of this Pay Item consists of removing and disposing of solid rock. Rock excavation is classified as excavation requiring jack hammering to remove solid rock formations such as boulders, concrete, or solid masonry exceeding one cubic yard in volume.

Blasting will not be allowed for the excavation work.

The allowable trench width for open trench excavation is as follows:

1. For pipes up to 18 inches ID: 30 inches.
2. For larger pipes: The outside diameter of the pipe plus 8 inches.
3. Pipe bedding: 6 inches below the bottom of the pipe.
4. Manholes and similar structures not requiring formwork: 1-foot outside such structures.

The Contractor shall lay pipelines and manhole structures constructed in trenches in rock to the grades shown on the Drawings on a continuous bed of compacted gravel or crushed stone.

The Contractor shall dispose of excavated rock and shall not use as backfill.

### Measurement:

The work will be measured in the field and computed in cubic yards.

The work will be measured in linear feet along the centerline of the pipe and the area computed in square yards, with a maximum allowable width of 6 feet for main line pipe and maximum width of 6 feet for service pipes.

### Basis of Payment:

The work of this Pay Item will be paid for at the Contract Unit Price per Cubic Yard of rock removed as **ROCK EXCAVATION**.

## 21. FULL DEPTH PATCHING, ASPHALT

This work shall be done in accordance with Article 442 (Class D Patches) of the Standard Specifications with the following inclusions:

Repairs in the roadway shall be restored with a full depth patch as described in the following table:

Street Names	Type of Streets (Refer to City's standard details on Sheet no. 11)
Glenwood Avenue	Arterial Streets

Mason Avenue S. May Street Hacker Avenue Bruce Street Doris Avenue Glen Street Water Street Hosmer Street Western Avenue	Minor Residential Streets
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The depth of patch shall include not less than ten (10") inches of compacted Aggregate Base Course meeting CA-6 specifications. The locations for FULL DEPTH PATCHING, ASPHALT, of the depth specified are as indicated on the plans and as directed by the Engineer.

Basis of Payment:

This work will be paid for at the Contract Unit Price per Square Yard for **FULL DEPTH PATCHING, ASPHALT**, of the depth specified which shall include full depth saw cutting of pavement, removal and disposal of existing materials and furnishing materials as specified herein.

**22. COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT**

This item shall include all labor, equipment, and material necessary for the removal and replacement of combination concrete curb and gutter in accordance with the applicable portions of Sections 606 and 440 of the "Standard Specifications" at the locations as designated by the plans or as directed by the Engineer.

This item shall include the removal of the existing concrete curb and gutter and roadway necessary to install new combination concrete curb and gutter, of the same type as removed, or Type B-6.12, as directed by the Engineer. All new curbs shall be placed on a three inch (3") sub-base of coarse aggregate material gradation CA-6, which shall be considered incidental to this item. The aggregate sub-base shall extend to a point six inches (6") beyond the back of curb.

It shall be the Contractor's responsibility to provide curb depressions for private driveways and at locations where public sidewalks require ramping for pedestrian crossing. The depressions shall be constructed in compliance with the Accessibility Guidelines as detailed in the Americans with Disabilities Act (ADA).

Basis of Payment:

This work will be paid for at the Contract Unit Price per Linear Foot for **COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT** and shall include the removal and disposal of excavated material, placing and compacting the aggregate subbase, and constructing new combination concrete curb and gutter of the type specified.



## 23. PAVEMENT MARKINGS

### Basis of Payment:

Pavement markings shall be considered **incidental to the overall contract bid price**.

## 24. ROAD SIGN REMOVAL AND REPLACEMENT

### Basis of Payment:

ROAD sign removal and replacement shall be considered **incidental to the overall contract bid price**.

## 25. FURNISHING AND PLACING TOPSOIL

This work shall consist of furnishing and placing topsoil to a thickness of 4" where necessary to restore area to prior condition in accordance with Section 211 of the "Standard Specification".

Topsoil shall be pulverized and shall not be placed until the area to be covered has been shaped, trimmed, and finished. All unsuitable materials, debris and rubbish, resulting from construction operations, or accruing within the right of way, and all stones or boulders more than 3 inches in the largest dimension, shall be removed from the right of way and disposed of by the contractor in accordance with Article 202.03. One rolling of the entire surface shall be made immediately after topsoil placement.

If seed is not placed over the topsoil within one week, all topsoil areas must be maintained. Topsoil maintenance shall include the removal, spraying or cutting of weeds over 8" high. This maintenance shall be performed a minimum of once (1) a month. In addition, prior to seeding, all topsoil areas shall be clean of all weeds and debris. This maintenance shall be considered incidental to this item.

### Basis of Payment:

Furnishing, placing and maintaining topsoil will be considered **incidental to the overall contract bid price**.

## 26. SEEDING, TYPE 1A

This work shall be performed in accordance with Sections 250 and 251 of the "Standard Specifications". All areas designated to be seeded shall be prepared with application of 4" of topsoil. A salt resistant seed mix (Type 1A) shall be used on all areas designated to be seeded.

The rate of application of the seed will be judged by the density of growth of the grass after germination has taken place. Areas in which the seed does not take root shall be re-seeded at no additional cost to the City. It shall be the Contractor's responsibility to ensure the applied topsoil has proper nutrients to sustain growth of the grass. Any necessary

applications of fertilizer to the topsoil shall be considered incidental. Installation of blanket or straw mat shall be considered incidental.

Basis of Payment:

Seeding, Type 1A will be considered **incidental to the overall contract bid price.**

**27. DUCTILE IRON WATERMAIN**

Where watermain is adjacent to the sanitary sewer being repaired, it is intended that the Contractor maintain it in service wherever possible. If the watermain requires removal and replacement, a determination shall be made and an approval shall be given by the Department of Public Utilities and the Engineer.

Watermains shall be constructed of ductile iron pipe conforming to AWWA Specifications-21.51 with push-on joints conforming to AWWA Specifications A21.11. Pipe shall be thickness Class 52 with the following minimum wall thicknesses:

Nominal Pipe Size	Wall Thickness
6 Inch	0.31 Inch
8 Inch	0.33 Inch
10 Inch	0.35 Inch
12 Inch	0.37 Inch
16 Inch	0.40 Inch

Cement lining shall be applied in accordance with AWWA Specification C-104. All fittings shall be ductile iron compact mechanical joint rated for 350 PSI and conform to ASA A21.53 or AWWA C153. All fittings shall have ductile iron set screw type retainer glands conforming to ASA A21.53 or AWWA C153 and rubber gaskets conforming to ASA A21.11 or AWWA C111. Pipe shall be laid with five (5) foot minimum cover.

Unless otherwise shown on the plans, polyethylene protective wrapping (Polywrap) for ductile iron pipe shall be furnished and installed on all buried water lines, except where water lines are within steel casing pipe, in accordance with the requirements of AWWA Standard C105. Polywrap shall be installed so as to prevent any section of the pipe, fittings, valves, services, or appurtenances from contacting the soil. The Polywrap shall be taped to provide a snug fit along the pipe. Any punctures, tears or other damage shall be patched with polyethylene wrap and tape. Openings for service taps, blowoffs, or similar appurtenances shall be cut in the Polywrap during backfilling of the trench. Rock or other material that could damage the wrapping shall not be allowed in the backfill. The Polywrap furnished and installed shall not be paid separately but shall be considered incidental to the cost of the ductile iron watermain.

Mechanical joint restraint shall be EBBA Iron Megalug. Restrained joints shall be installed as follows:

- Install the total restrained length of pipe for elbows as shown in the Table below on each side of each elbow. The restrained lengths shown for vertical bends are for vertical down bends. The restrained length for vertical up bends is the same as for horizontal bends.
- Plugs require restrained pipe in only one direction.

- The length of restrained pipe at valves: Same as for plugs or dead ends. Install the restrained length of pipe as noted in the Table below on both sides of each valve.
- Base the length of restrained pipe for tees on the perpendicular branch, as shown in the Table, on the size of the run or branch of the tee whichever is the larger diameter. Tees require only the perpendicular branch to be restrained. Restrain both plugs and tees to the distances given in the Table.

Fitting Type		6"	8"	10"	12"	16"
HORIZONTAL	Theta/2	DIP	DIP	DIP	DIP	DIP
90 degree bend	0.79	45	59	72	86	112
45 degree bend	0.39	19	25	30	36	47
22.5 degree bend	0.20	9	12	15	17	23
11.25 degree bend	0.10	5	6	8	9	11
Tee		40	58	75	93	128
Plug (dead end)		42	55	67	80	105
VERTICAL	Theta/2	DIP	DIP	DIP	DIP	DIP
90 degree bend	0.79	83	110	134	159	210
45 degree bend	0.39	35	46	56	66	87
22.5 degree bend	0.20	17	22	27	32	42
11.5 degree bend	0.10	9	11	14	16	21

Basis of Payment:

Watermain shall be listed in the bid items by size and type which shall be measured in linear feet, slope measurement, along the center without deduction for valves and fittings. Embedment up to one foot above the pipe shall be included in the cost per linear feet of watermain. Testing and disinfection, restrained joints, and all fittings indicated on the plans shall be included in the cost per linear feet of water main. Where watermain is installed in parkway, (except within the zone of influence) earthen backfill shall be included in the cost per linear feet of water main. Where watermain is installed in a trench within the roadway or a driveway, or within the 1:1 zone of influence from a road or driveway trench backfill shall be installed which will be paid as **TRENCH BACKFILL**. Additional fittings not shown on the plans shall be paid for as **MISCELLANEOUS FITTINGS** measured in pounds. When the watermain terminates in a hydrant, valve or other main connection, measurement shall be from the center of the hydrant valve or main connection. This item shall be paid for at the contract unit price per linear foot for **DUCTILE IRON WATERMAIN** of the size specified, measured in place. Surface restoration items (except for topsoil and seeding) shall be measured and paid for separately.

**28. MISCELLANEOUS FITTINGS**

Any additional fittings necessary to alter or adjust the water main or force main as directed by the Engineer shall be considered incidental to the contract. However, any fitting indicated on the plans which is deleted will be credited against any claim for payment under this provision, pound for pound. The Owner shall not in any case request a net credit under this provision.

Basis of Payment:

This work shall be paid for at the contract unit price per pound (lb.) as **MISCELLANEOUS FITTINGS**. This work shall include all labor and materials required to complete this work.

### **29. ADJUSTING WATER SERVICE LINES WITHIN TRENCH, AS NEEDED**

All work shall be completed so as to maintain domestic water services where possible. If a water service needs to be adjusted vertically during construction, the Contractor shall provide all the necessary materials, equipment and labor required to adjust that portion of the water service. Unless otherwise specified by the Engineer, all water service pipes shall be one inch (1"), Type K copper, with the appropriate flared or compression fittings at the connection points.

The horizontal and vertical separation between water service lines and all storm sewers, sanitary sewers, combined sewers or any drain or sewer service connection shall be the same as water main separation specifications outlined in the Standard Specifications. Minimum depth of cover for all water service lines shall be five (5) feet from the existing ground surface.

All water service pipes shall receive trench backfill to the existing surface when under pavement.

#### Basis of Payment:

This work shall be paid for at the contract unit price per linear foot as **ADJUSTING WATER SERVICE LINES WITHIN TRENCH, AS NEEDED**. This work shall include all labor and materials required to complete this work. Testing and disinfection and all fittings shall be included in the cost per linear feet of water service lines. Where water service line is installed in parkway (except within the zone of influence), earthen backfill shall be included in the cost per linear feet of water service line. Where water service line is installed in a trench within the roadway or a driveway, or within the 1:1 zone of influence from a road or driveway, trench backfill shall be installed which will be paid for as **TRENCH BACKFILL**. Surface restoration items (except for topsoil and seeding) shall be measured and paid for separately.

### **30. MATERIAL TESTING**

This item shall include all materials, equipment, and labor, required to test ALL excavated materials for environmental contaminants as dictated by Clean Construction or Demolition Debris (CCDD) Legislation (PA 96-1416) incidental to the contract.

It is the Contractor's responsibility to create and maintain all testing documentation to be supplied upon request. Contractor shall obtain LPC-662 or LPC-663 form for disposal at CCDD fill sites if applicable.

#### Basis of Payment:

This work item shall be paid at the Contract Unit Price per each for **MATERIAL TESTING**.

### **31. REMOVAL AND DISPOSAL OF CLEAN CONSTRUCTION & DEMOLITION DEBRIS**

All removal or excavation items being disposed of at an uncontaminated soil fill operation or clean construction and demolition debris (CCDD) fill site shall meet the requirements of Public Act 96-1416.

Basis of Payment:

The cost of this item will be incidental to the contract.

### **32. NON-SPECIAL WASTE DISPOSAL**

All materials that are determined to be not suitable for CCDD disposal shall be disposed of at a landfill.

Basis of Payment:

The excavation, transportation, and disposal of soil and other materials from an excavated determined to be unsuitable for CCDD disposal will be paid for at the Contract Unit Price per ton for **NON-SPECIAL WASTE DISPOSAL** and shall include, but not limited to, all additional testing and permit as required by the facility and haulage and disposal at the landfill. Payments will only be made on receipt of the certificate (manifests) of each load showing tonnage disposed.

### **33. CONTINGENT CASH ALLOWANCE**

From time to time it will be necessary to add unforeseen additional work to the Project. The intent of the Contingent Cash Allowance is to provide a means to fund reasonable changes and additions to the Project. The Contingent Cash Allowance is for the sole use of Owner to cover unanticipated costs.

Basis of Payment:

Include with bid a **CONTINGENT CASH ALLOWANCE** in the amount of twenty thousand and 00/100 dollars (\$20,000.00) for any additional work required by the City of Joliet. The value of any work covered by the Contingent Cash Allowance will be determined in accordance with the General Conditions and Supplementary Conditions.

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## **PREVAILING WAGES**

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

For Prevailing Wage information please go to the City of Joliet Website  
<http://joliet.gov/departments/finance/purchasing/prevailing-wage-information>.

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

[Current Prevailing Wage Rates](#).

If you cannot access or have difficulty retrieving the prevailing wage information, contact Dawn A. Kochan at [dkochan@joliet.gov](mailto:dkochan@joliet.gov) or call her at 815-724-3926 and we will send you the relevant prevailing wage information.

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## NOTICE

The City of Joliet has adopted a Responsible Bidder Ordinance (2-440). In addition to any other requirement, unless otherwise expressly stated in a bid solicitation or an award of contract, or applicable state or federal law or regulation states otherwise, all bidders must comply with the following requirements in order to submit a bid or be awarded a contract.

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 the state and submit a copy of the Illinois Secretary of State Department of Business Services online records evidencing that the bidder has a current corporate annual report on file, if required. If the bidder is an individual, sole proprietorship, or partnership, this subsection shall not apply.
2. The bidder must have a valid Federal Tax Identification Number or Social Security Number (for individuals), documents evidencing current registration with the Illinois Department of Revenue and the Illinois Department of Employment Security (if bidder has employees).
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 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. A statement that all employees are (i) covered under a current workers' compensation insurance policy, and (ii) properly classified under such policy. If the bidder is insured with a carrier, the evidence of workers' compensation insurance shall be a copy of the "Information Page" which includes the name and address of the insured, as well as class codes upon which the compensation premium is based and the total estimated remuneration per class code.
6. A statement of compliance with all provisions of the Illinois Prevailing Wage Act (820 ILCS 130), as amended, and all the rules and regulations therein, for the past five (5) years. Such statement shall also provide that the contractor has reviewed the Prevailing Wage Act or the federal Davis-Bacon and Related Acts, has reviewed and agrees to pay the applicable prevailing wage rates attached to the bid specifications, and will strictly comply with the Prevailing Wage Act or federal Davis-Bacon and Related Acts and related requirements, including wages, medical and hospitalization insurance and retirement for those trades covered in the Act. A contractor who has been

found, by the Illinois Department of Labor, to be in violation of the Prevailing Wage Act twice within a three (3) year period shall be deemed to not be Responsible Bidder for two (2) years from the date of the latest finding.

7. Certification of compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.).
8. A certification that individuals who perform work on the public works project on behalf of the contractor are properly classified as either (i) an employee, or (ii) an independent contractor under all applicable state and federal laws and local ordinances.
9. Documents evidencing any professional or trade licenses required by law or local ordinance for any trade or specialty in which the contractor is seeking a contract award. Additionally, the contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer, or manager of the company.
10. For construction contracts (construction of new facilities, renovation of existing facilities, or road construction projects), or demolition contracts, over \$25,000 (twenty five thousand dollars), evidence of participation in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization. The required evidence includes but is not limited to a copy of all applicable apprenticeship standards or Apprenticeship Agreement(s) for any apprentice(s) who will perform work on the public works project.
11. Disclosure of the name and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of the project. Further, each such subcontractor shall be required to adhere to the requirements set forth herein as though it were bidding directly to the city. Each contractor shall submit all subcontractor information and supporting documentation to the city prior to the subcontractor commencing work on the project.
12. Unless otherwise agreed to in a collective bargaining agreement, the bidder shall certify that it provides, or contributes to, a health care plan for those employees working on the project and shall provide a copy of the health care plan upon request. The contributions toward a health care plan must be part of the employee's regular compensation, and not merely part of the employee's compensation during the period of time for which the employee is performing work on the project.
13. Unless otherwise agreed to in a collective bargaining agreement, the bidder shall certify that it contributes to an employee pension or retirement program, including but not limited to a 401k, a defined benefit plan or a similar plan for

its field employees working on the project and shall provide a copy of the plan upon request. The contributions toward a pension or retirement program must be a part of the employee's regular compensation and not merely part of the employee's compensation during the period of time for which the employee is performing work on the project.

14. Certification that the bidder has not been subject to any determinations by a court or governmental agency for violations of federal, state, or local laws, including but not limited to serious, willful, or repeated violations of the Occupational Safety and Health Act (OSHA), violations of contracting or antitrust laws, tax or licensing laws, environmental laws, or the federal Davis-Bacon and Related Acts.
15. Whenever practical, the bidder should prequalify as a local bidder.
16. Any material changes to the contractor's status, at any time during the performance of the project, must be reported in writing to the city within fourteen (14) days of its occurrence. Failure to comply with this requirement is grounds for the contractor to be deemed a non-responsible bidder.
17. The submission requirements of this Ordinance also apply to subcontractors, except that the contractor shall submit all subcontractor submissions to the city prior to the subcontractor commencing work on the project. Failure of a subcontractor to submit the required information shall not disqualify the successful bidder from performing work on the project and shall not constitute a contractual default and/or breach by the successful bidder. However, the city may withhold all payments otherwise due for work performed by a subcontractor until the subcontractor submits the required information and the city approves such information. Further, where the city deems necessary, the city may also require that the successful bidder remove the subcontractor from the project and replace it with a responsive and responsible subcontractor.

## **CERTIFICATIONS/ATTACHMENTS**

For each required certification or submission, the bidder shall comply with the appropriate subsection of the City of Joliet code of ordinances by initialing the page and/or attaching the required documentation to the page.

The certification pages should be initialed and submitted with the bid along with the required attachments.

There are 16 certification pages and a checklist that follows.

2-440(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 the state and submit a copy of the Illinois Secretary of State Department of Business Services online records evidencing that the bidder has a current corporate annual report on file, if required. If the bidder is an individual, sole proprietorship, or partnership, this subsection shall not apply.

I hereby certify that the bidder is 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 the state.

\_\_\_\_\_  
Initials of bidder

Or:

I certify that the bidder is an individual, sole proprietor, or partnership.

\_\_\_\_\_  
Initials of bidder

**Attachment:** Illinois Secretary of State Department of Business Services online records evidencing that the bidder has a current corporate annual report on file (if required).

2-440(2) - The bidder must have a valid Federal Tax Identification Number or Social Security Number (for individuals), documents evidencing current registration with the Illinois Department of Revenue and the Illinois Department of Employment Security (if bidder has employees).

**Attachment:** Documents evidencing current registration with the Illinois Department of Revenue and the Illinois Department of Employment Security (if bidder has employees).

2-440(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 11246.

I certify that the bidder is an equal opportunity employer and is in compliance with Section 2000(e) of Chapter 21, Title 42 of the United States Code and Executive Order 11246.

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Initials of bidder

2-440(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.

**Attachments:** Certificates of insurance indicating the following coverages as called for in the bid solicitation.



2-440(5) - A statement that all employees are (i) covered under a current workers' compensation insurance policy, and (ii) properly classified under such policy. If the bidder is insured with a carrier, the evidence of workers' compensation insurance shall be a copy of the "Information Page" which includes the name and address of the insured, as well as class codes upon which the compensation premium is based and the total estimated remuneration per class code.

I certify that all employees are (i) covered under a current workers' compensation insurance policy, and (ii) properly classified under such policy.

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Initials of bidder

**Attachment:** "Information Page" which includes the name and address of the insured, as well as class codes upon which the compensation premium is based and the total estimated remuneration per class code (if applicable).

2-440(6) - A statement of compliance with all provisions of the Illinois Prevailing Wage Act (820 ILCS 130), as amended, and all the rules and regulations therein, for the past five (5) years. Such statement shall also provide that the contractor has reviewed the Prevailing Wage Act or the federal Davis-Bacon and Related Acts, has reviewed and agrees to pay the applicable prevailing wage rates attached to the bid specifications, and will strictly comply with the Prevailing Wage Act or federal Davis-Bacon and Related Acts and related requirements, including wages, medical and hospitalization insurance and retirement for those trades covered in the Act. A contractor who has been found, by the Illinois Department of Labor, to be in violation of the Prevailing Wage Act twice within a three (3) year period shall be deemed to not be Responsible Bidder for two (2) years from the date of the latest finding.

I certify that the bidder is in compliance with all provisions of the Illinois Prevailing Wage Act (820 ILCS 130), as amended, and all the rules and regulations therein, and has been for the past five (5) years.

---

Initials of bidder

I certify that that the contractor has reviewed the Prevailing Wage Act or the federal Davis-Bacon and Related Acts, has reviewed and agrees to pay the applicable prevailing wage rates attached to the bid specifications, and will strictly comply with the Prevailing Wage Act or federal Davis-Bacon and Related Acts and related requirements, including wages, medical and hospitalization insurance and retirement for those trades covered in the Act.

---

Initials of bidder

2-440(7) - Certification of compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.).

I certify that the bidder is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.).

---

Initials of bidder

2-440(8) - A certification that individuals who perform work on the public works project on behalf of the contractor are properly classified as either (i) an employee, or (ii) an independent contractor under all applicable state and federal laws and local ordinances.

I certify that all individuals who perform work on the public works project on behalf of the contractor are properly classified as either (i) an employee, or (ii) an independent contractor under all applicable state and federal laws and local ordinances.

---

Initials of bidder

2-440(9) - Documents evidencing any professional or trade licenses required by law or local ordinance for any trade or specialty in which the contractor is seeking a contract award. Additionally, the contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer, or manager of the company.

**Attachments:** Documents evidencing any professional or trade licenses required by law or local ordinance for any trade or specialty in which the contractor is seeking a contract award.

**Attachments:** Disclosure of any suspension or revocation of such license held by the company, or of any director, officer, or manager of the company.

**Or**

I certify that the contractor has not been the subject of any suspension or revocation of such license held by the company, or of any director, officer, or manager of the company.

\_\_\_\_\_  
Initials of bidder

2-440(10) - For construction contracts (construction of new facilities, renovation of existing facilities, or road construction projects), or demolition contracts, over \$25,000 (twenty five thousand dollars), evidence of participation in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization. The required evidence includes but is not limited to a copy of all applicable apprenticeship standards or Apprenticeship Agreement(s) for any apprentice(s) who will perform work on the public works project.

**Attachments:** Evidence of participation in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization. The required evidence includes but is not limited to a copy of all applicable apprenticeship standards or Apprenticeship Agreement(s) for any apprentice(s) who will perform work on the public works project.

2-440(11) - Disclosure of the name and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of the project. Further, each such subcontractor shall be required to adhere to the requirements set forth herein as though it were bidding directly to the city. Each contractor shall submit all subcontractor information and supporting documentation to the city prior to the subcontractor commencing work on the project.

**Attachments:** The name and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of the project.

I certify and acknowledge that the bidder shall submit all subcontractor information and supporting documentation to the city prior to the subcontractor commencing work on the project.

---

Initials of bidder

2-440(12) - Unless otherwise agreed to in a collective bargaining agreement, the bidder shall certify that it provides, or contributes to, a health care plan for those employees working on the project and shall provide a copy of the health care plan upon request. The contributions toward a health care plan must be part of the employee's regular compensation, and not merely part of the employee's compensation during the period of time for which the employee is performing work on the project.

I certify that the bidder provides, or contributes to, a health care plan for those employees working on the project and shall provide a copy of the health care plan upon request. I further certify that these contributions are part of the employee's regular compensation, and not merely part of the employee's compensation during the period of time for which the employee is performing work on the project.

---

Initials of bidder

**Or**

I certify that the bidder is subject to a collective bargaining agreement which addresses issues regarding a health care plan.

---

Initials of bidder



2-440(13) - Unless otherwise agreed to in a collective bargaining agreement, the bidder shall certify that it contributes to an employee pension or retirement program, including but not limited to a 401k, a defined benefit plan or a similar plan for its field employees working on the project and shall provide a copy of the plan upon request. The contributions toward a pension or retirement program must be a part of the employee's regular compensation and not merely part of the employee's compensation during the period of time for which the employee is performing work on the project.

I certify that the bidder contributes to an employee pension or retirement program, including but not limited to a 401k, a defined benefit plan or a similar plan for its field employees working on the project and shall provide a copy of the plan upon request. These contributions toward a pension or retirement program are part of the employee's regular compensation and not merely part of the employee's compensation during the period of time for which the employee is performing work on the project.

---

Initials of bidder

**Or**

I certify that the bidder is subject to a collective bargaining agreement which addresses contributions to an employee pension or retirement program, including but not limited to a 401k, a defined benefit plan or a similar plan for its field employees working on the project and shall provide a copy of the plan upon request.

---

Initials of bidder

2-440(14) - Certification that the bidder has not been subject to any determinations by a court or governmental agency for violations of federal, state, or local laws, including but not limited to serious, willful, or repeated violations of the Occupational Safety and Health Act (OSHA), violations of contracting or antitrust laws, tax or licensing laws, environmental laws, or the federal Davis-Bacon and Related Acts.

I certify that the bidder has not been subject to any determinations by a court or governmental agency for violations of federal, state, or local laws, including but not limited to serious, willful, or repeated violations of the Occupational Safety and Health Act (OSHA), violations of contracting or antitrust laws, tax or licensing laws, environmental laws, or the federal Davis-Bacon and Related Acts.

---

Initials of bidder

2-440(b) - Any material changes to the contractor's status, at any time during the performance of the project, must be reported in writing to the city within fourteen (14) days of its occurrence. Failure to comply with this requirement is grounds for the contractor to be deemed a non-responsible bidder.

I certify and acknowledge that any material changes to the contractor's status, at any time during the performance of the project, must be reported in writing to the city within fourteen (14) days of its occurrence. Failure to comply with this requirement is grounds for the contractor to be deemed a non-responsible bidder.

---

Initials of bidder

2-440(d) - The submission requirements of this Ordinance also apply to subcontractors, except that the contractor shall submit all subcontractor submissions to the city prior to the subcontractor commencing work on the project. Failure of a subcontractor to submit the required information shall not disqualify the successful bidder from performing work on the project and shall not constitute a contractual default and/or breach by the successful bidder. However, the city may withhold all payments otherwise due for work performed by a subcontractor until the subcontractor submits the required information and the city approves such information. Further, where the city deems necessary, the city may also require that the successful bidder remove the subcontractor from the project and replace it with a responsive and responsible subcontractor.

I certify and acknowledge that the submission requirements of this Ordinance also apply to subcontractors. I further acknowledge that the city may withhold all payments otherwise due for work performed by a subcontractor until the subcontractor submits required information and the city approves such information. I further acknowledge that where the city deems necessary, the city may also require that the successful bidder remove the subcontractor from the project and replace it with a responsive and responsible subcontractor.

---

Initials of bidder

**CERTIFICATION CHECKLIST**

Bidders/Contractor are required to certify to the following items:

- 2-440(1) – Good standing with S.O.S. \_\_\_\_\_
- 2-440(3) – Equal opportunity employer \_\_\_\_\_
- 2-440(5) – Workers’ compensation coverage \_\_\_\_\_
- 2-440(6) – Prevailing Wage Act \_\_\_\_\_
- 2-440(7) – Substance Abuse Prevention on Public Works Act \_\_\_\_\_
- 2-440(8) – Employees properly classified \_\_\_\_\_
- 2-440(9) – Contractor properly licensed \_\_\_\_\_
- 2-440(11) – Disclosure of subcontractor information \_\_\_\_\_
- 2-440(12) – Employee health care plan \_\_\_\_\_
- 2-440(13) – Employee retirement plan \_\_\_\_\_
- 2-440(14) – OSHA compliance \_\_\_\_\_
- 2-440(b) – Required reporting of change in status \_\_\_\_\_
- 2-440(d) – Required updating of subcontractor information \_\_\_\_\_

Bidders/Contractor are required to attach the following documents:

- 2-440(1) – S.O.S. annual report (if required) \_\_\_\_\_
- 2-440(2) – Registration with IDOR and IDES \_\_\_\_\_
- 2-440(4) – Certificates of insurance \_\_\_\_\_
- 2-440(5) – Information page regarding workers’ compensation \_\_\_\_\_
- 2-440(9) – Professional or trade licenses required \_\_\_\_\_
- 2-440(9) – Disclosure of suspension or revocation of license \_\_\_\_\_
- 2-440(10) – Apprenticeship standards or agreements (if required) \_\_\_\_\_
- 2-440(11) – List of subcontractors \_\_\_\_\_

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**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.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 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.**

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**DEPARTMENT OF  
PUBLIC WORKS & UTILITIES**

815-724-4230 Direct  
815-723-7770 Fax

**CITY OF**



**JOLIET**

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

GENERAL CONTRACTOR

**RE: 2021 CONSTRUCTION PROJECTS**

Dear General Contractor:

The City of Joliet currently has specifications, which require ten **(10%)** percent minority participation in contracts over \$100,000.00. In an effort to track this information better, 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.

Handwritten signature of Gregory P. Ruddy in black ink.

Gregory P. Ruddy, P.E.  
Director of Public Works

Handwritten signature of Allison Swisher in black ink.

Allison Swisher  
Director of Public Utilities

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

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

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

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

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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 for the proposed work are those prepared by the City Engineer and approved by the City Council of the City of Joliet, Illinois on \_\_\_\_\_, 2021.

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

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

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

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

6. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as

finally determined multiplied by the unit price shown in the schedule of prices contained herein.

7. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deduction; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned further agrees that if the owner decides to extend or shorten improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, by an amount not to exceed twenty-five (25) percent of the total money value of the original contract price or contract price corrected as provided in the specifications, he will perform the work as altered, increased or decreased at the contract unit price.
9. The undersigned further agrees that the Engineer may at any time during the progress of the work covered by this contract, order other materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus fifteen percent (15%), the actual cost to be determined as provided in the specification.
10. The undersigned further agrees to execute a contract for this work and present the same to the City of Joliet within fifteen (15) days after the date of the notice of the award of the contract to him.
11. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the date of the notice of the award of the contract, a contract bond satisfactory to and in the form prescribed by the City of Joliet in the penal sum of one hundred percent (100%) of the full amount of the contract within the terms of the contract.
12. The undersigned further agrees to begin work not later than ten (10) days after the execution of the acceptance of the contract and contract bond, unless otherwise provided and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work within **90 consecutive working 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.

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 used on this project with their bid.
17. The undersigned submits herewith his schedule of prices covering the work to be performed.

BIDDER agrees to perform all the work described in CONTRACT Documents for the following unit prices. BIDS shall include all applicable taxes and fees. OWNER reserves the right to increase or decrease quantities without changes in unit price.

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ITEM NO.	ITEMS	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	POINT REPAIR "MASON PR"	L SUM	1		
2	POINT REPAIR "MAY PR"	L SUM	1		
3	POINT REPAIR "HACKER PR"	L SUM	1		
4	POINT REPAIR "BRUCE PR"	L SUM	1		
5	POINT REPAIR "DORIS PR"	L SUM	1		
6	POINT REPAIR "GLEN PR"	L SUM	1		
7	POINT REPAIR "CAPRI PR"	L SUM	1		
8	POINT REPAIR "WATER PR"	L SUM	1		
9	POINT REPAIR "GLENWOOD PR"	L SUM	1		
10	POINT REPAIR "WESTERN PR"	L SUM	1		
11	ADDITIONAL PVC SANITARY SEWER, ASTM 3034 SDR 26, 8"	LF	15		
12	ADDITIONAL PVC SANITARY SEWER, ASTM 3034 SDR 26, 10"	LF	5		
13	ADDITIONAL PVC SANITARY SEWER, ASTM 3034 SDR 26, 12"	LF	15		
14	ADDITIONAL PVC SANITARY SEWER, ASTM 2241 SDR 26, 12"	LF	10		
15	ADDITIONAL 6" PVC SANITARY LATERAL	LF	15		
16	ADDITIONAL SERVICE CONNECTION REPAIR (WITHIN TRENCH)	EACH	2		
17	STORM SEWERS, RCP, CL IV, ASTM C76, 21"	LF	5		
18	TRENCH BACKFILL	CU YD	300		
19	ROCK EXCAVATION	CU YD	10		
20	FULL DEPTH PATCHING, ASPHALT, 4-INCHES	SQ YD	150		
21	FULL DEPTH PATCHING, ASPHALT, 6-INCHES	SQ YD	15		
22	COMBINATION CONTRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	LF	30		
23	DUCTILE IRON WATERMAIN, 8"	LF	20		
24	DUCTILE IRON WATERMAIN, 10"	LF	5		
25	MISCELLANEOUS FITTINGS	LB	250		
26	ADJUSTING WATER SERVICE LINES WITHIN TRENCH, AS NEEDED	LF	25		
27	MATERIAL TESTING	EACH	1		
28	NON SPECIAL WASTE DISPOSAL	TON	10		
29	CONTINGENT CASH ALLOWANCE	TOTAL	1	\$20,000	\$20,000
30	PROJECT MANAGEMENT	HR	4		
31	LANDSCAPE ALLOWANCE	EACH	2	\$450	\$900
<b>BIDDER'S PROPOSAL FOR MAKING ENTIRE IMPROVEMENTS</b>					

Company name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone number: \_\_\_\_\_

Contact person: \_\_\_\_\_

Email address: \_\_\_\_\_

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 SECRETARY \_\_\_\_\_  
Names of

Officers 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 non responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

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

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

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

not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

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

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

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

**THE AMERICANS WITH DISABILITIES ACT**

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

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

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

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

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

-seal-

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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
- \_\_\_\_\_ 5. RESPONSIBLE BIDDER CHECKLIST

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

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

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**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) **Addenda**

**IN WITNESS WHEREOF**, the City and the Contractor, by their duly authorized representatives have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

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

**By:** \_\_\_\_\_ **Print name of Contractor** \_\_\_\_\_  
**James Capparelli**  
**City Manager**

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

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

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

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

**Approved as to form:**

\_\_\_\_\_  
**Sabrina Spano**  
**Corporation Counsel**

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