

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

**FOR THE**

**2016 HALDEMANN TERRACE LATERAL POINT REPAIRS**

**CONTRACT NO. 2151-0416**

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

**APPROVED  
DEPARTMENT OF PUBLIC UTILITIES**

James E. Eggen  
DIRECTOR OF PUBLIC UTILITIES

DATE: March 7, 2016

**APPROVED  
DEPARTMENT OF PUBLIC UTILITIES**

Bon J. Min  
PUBLIC UTILITIES ADMINISTRATOR

DATE: March 7, 2016

**SUBMITTED BY**

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

\_\_\_\_\_  
ADDRESS

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

\_\_\_\_\_  
PHONE

DATE: \_\_\_\_\_, 2016

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**MANAGEMENT & BUDGET  
PURCHASING DIVISION**

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



**CITY OF JOLIET**

Prospective Bidder:

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

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

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

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

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

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

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

THANK YOU FOR BIDDING.

MAYOR

Bob O'Dekirk

COUNCILPERSONS

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

CITY MANAGER

James D. Hock

CONTRACT ADMINISTRATOR

Margaret E. McEvelly

**CONTRACT DOCUMENTS**

**PROJECT: 2016 HALDEMANN TERRACE LATERAL POINT REPAIRS**

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

**CONTRACT NO. 2151-0416**

**JAMES D. HOCK  
CITY MANAGER**

**MARGARET E. McEVILLY  
CONTRACT ADMINISTRATOR**

LEGAL NOTICE  
CITY OF JOLIET  
ADVERTISEMENT FOR BIDS

**CONTRACT NO. 2151-0416**

**PROJECT NAME: 2016 HALDEMANN TERRACE LATERAL POINT REPAIRS**

The City of Joliet, Illinois, does hereby invite sealed bids for the completion of 13 sanitary sewer lateral point repairs. The contract will include all work necessary to complete the point repairs, 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 **10:15 A.M.** local time on **Tuesday, March 29, 2016** at which time they will be opened and publicly read aloud.

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

All bidders will be required to submit Bid Security in the form of a Certified Check, Cashier's Check or a Bid Bond in the amount of **Ten percent (10%) of the Base Bid**, payable to the City of Joliet. All Bidding Document holders should sign up for RSS feeds at <http://cityofjoliet.info/departments/finance/purchasing/bids-proposals/construction-public-utilities> and provide your first and last name and email address to automatically receive addendums. Addendums will also be posted on the City of Joliet's website at <http://www.cityofjoliet.info/departments/finance/purchasing/bids-proposals>. The potential vendor/contractor remains responsible for obtaining all addenda to the original specification so they should check the specific bid page before submitting a bid to make sure they have received all addendums to a specific contract.

All questions regarding this contract shall be directed to Owen Dean, from RJN Group, at 1-630-346-9937 or by email at [odean@rjnmail.com](mailto:odean@rjnmail.com).

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

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

Bidders are required to be pre-qualified through the Illinois Department of Transportation, the Capital Development Board or the City of Joliet. It is the responsibility of the bidder to ensure that their pre-qualification information is provided to the City of Joliet Purchasing Division prior to the bid opening. If bidders are not prequalified through IDOT or Capital Development Board, then they must be prequalified with the City of Joliet. Financial prequalification forms can be obtained from the City of Joliet website at <http://www.cityofjoliet.info/departments/finance/purchasing/prequalification-process>. This prequalification MUST be renewed yearly. To check on your current prequalification status, you can contact [purchasing@jolietcity.org](mailto:purchasing@jolietcity.org). The current price for City of Joliet prequalification is \$175, which offsets the costs for independent auditor review of the documents. Those documents are to be submitted to the Purchasing Division, City of Joliet, 150 W. Jefferson Street, Joliet, IL 60432 at least 6 days prior to the bid opening.

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

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

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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BID DOCUMENT FEE: \$50.00 – Electronic download is free

Published in the Herald News:

**Monday - March 14, 2016**

James D. Hock  
City Manager

**Tuesday – March 15, 2016**

Margaret E. McEvelly  
Contract Administrator

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

**CONTRACT DOCUMENTS FOR:  
2016 HALDEMANN TERRACE LATERAL POINT REPAIRS**

User Department: **PUBLIC UTILITIES**

Date and Time of Bid Opening: **TUESDAY, MARCH 29, 2016 @ 10:15 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 D. Hock  
City Manager**

**Margaret E. McEvilly  
Contract Administrator**

**Council Members:**

**Bettye Gavin  
Jim McFarland  
John E. Gerl  
Larry E. Hug  
Terry Morris  
Pat Mudron  
Jan Hallums-Quillman  
Michael F. Turk**

## INSTRUCTION TO BIDDERS

### **PROJECT: 2016 HALDEMANN TERRACE LATERAL POINT REPAIRS**

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

#### DEFINITIONS:

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

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

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

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

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

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

#### **2. FORMS**

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

#### **3. BLANKS; CORRECTIONS**

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



4. **SUBMISSION**

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

5. **EXECUTION**

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

6. **WITHDRAWAL**

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

7. **WORDS AND FIGURES**

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

8. **UNIT PRICE**

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

9. **TAXES**

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

10. **NET PRICE**

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

11. **BID SECURITY**

Each bidder shall provide bid security in the amount of at least **Ten percent (10%)** of its base bid. Bid security shall be in the form of a certified check, cashier's check or bid bond issued by a surety licensed to do business in the State of Illinois. Bid security shall be made payable to the order of the City of

Joliet. Bid security shall be held to ensure good faith on the part of the bidder and to be applied as liquidated damages should the successful bidder fail to execute all required contract documents or attempt to withdraw the bid prior to execution of the contract.

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

**12. BID SECURITY RETURN**

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

**13. INTERPRETATIONS**

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

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

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

**15. ALTERNATE EQUIPMENT OR MATERIALS**

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

**16. 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://www.visitjoliet.org/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.

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

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## **GENERAL CONDITIONS**

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

## **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:

**JAMES E. EGGEN, P.E., DIRECTOR OF PUBLIC UTILITIES**

- (c) "Contract Documents" – Includes Notice to Bidders, Instruction to Bidders, General Conditions, Proposal (only to the extent they do not limit or modify other contract documents), Special Conditions, Specifications, Addenda, Drawings and Contract.
- (d) "Contractor" – The person, firm or corporation to whom the contract is awarded by the Owner and who is subject to the terms thereof.
- (e) "Engineer" – RJN Group, Inc. (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 construed in accordance with such well-known meaning recognized by architects, engineers or the trade.

### **1.2 INTENT OF THE CONTRACT DOCUMENTS:**

The contract documents are complimentary, and what is called for by any one shall be as binding as if called for by all. The intention of the contract documents is to include in the contract price the cost of all labor and materials, equipment, transportation and all other expenses as may be necessary for the proper execution of the work. If certain contract documents appear to be in conflict, the Contractor shall promptly bring these provisions to the attention of the City and the City shall determine the applicable provision.

### **1.3 PATENTS:**

- (a) The contractor shall hold and save the Owner and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses, for,

or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

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

#### **1.4 PERMITS AND REGULATIONS:**

- (a) Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, license and easements for permanent structures or permanent changes in existing facilities shall be secured and paid by the Owner, unless otherwise specified.
- (b) The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified.

#### **1.5 SUBCONTRACTS – NOTIFICATION:**

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

#### **1.6 ASSIGNMENT:**

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

#### **1.7 NOTICE:**

Where in any of the Contract Documents there is any provision with respect to the giving of any notice, such notices shall be deemed to have been given, as to the City, when written notice shall have been delivered personally to the City Clerk, or shall have been placed in the United States mails, postage fully prepaid, addressed to the City Manager of the City of Joliet, 150 West Jefferson Street, Joliet, Illinois; as to the Contractor when written notice shall have been delivered to any officer of the Contractor or when a written notice shall have been placed in the United States mails, postage prepaid, addressed to the Contractor, at the place stated in the papers prepared by him to accompany his proposal as the address of his permanent place of business; as to the Surety on the Performance Bond, when a written notice is placed in the United States mails addressed to the Surety at the home office of such Surety or to its agent who executed such Performance Bond in behalf of such Surety.

#### **2.0 TIME**

##### **2.1 PROGRESS SCHEDULE:**

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



## **2.2 BEGINNING WORK:**

The Contractor shall begin the work within 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 815-724-4222 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.

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 Twenty-five Dollars (\$25.00) as fixed, agreed and liquidated damages for each calendar day of unjustified deviation from the date specified in the proposal for completion.

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

### **3.1 CONFORMITY:**

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

### **3.2 AVAILABILITY AT SITE:**

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

### **3.3 CONSISTENCY:**

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

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

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

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

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

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

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

### **3.7 STANDARD SPECIFICATIONS:**

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

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

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

### **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: (3) copies or (1) electronic copy
  - Initial work schedule
  - Revisions to work schedule
2. Material Data Sheet Submittals: (3) copies or (1) electronic copy
  - Lined Main Tap Saddle data sheets
  - PVC pipe technical data sheets
  - Non-shear CIPP couplings data sheets
3. One set of "red-line" field changes on construction plans.
4. Other required submittals: (3) copies or (1) electronic copy if required for review or record.

### **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 of sub-contractors to make proper payments to his sub-contractors and suppliers. The City shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The City will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor; and such payments shall be considered as payment made under the contract. The City shall not be liable to the Contractor for any such payment made in good faith.

#### **10.0 CHANGE ORDERS**

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

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

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

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

- (a) The City Manager or his designee is hereby empowered to execute the following Change Orders:
  - (1) Change Orders which do not alter the scope or cost of the project.
  - (2) Change Orders which result in a reduction in cost, but do not alter the scope or quality of the project.

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

### **10.3 METHOD:**

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

### **10.4 WAIVER:**

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

### **11.0 PAYMENTS**

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

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

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

The Contractor, and its subcontractors, shall comply with the Prevailing Wage Act (820 ILCS 130/1 et seq.), as amended. The Contractor, and each subcontractor, shall keep, or cause to be kept, an accurate record showing the names and occupation of all laborers, workers and mechanics employed by the Contractor or its subcontractors, in connection with the Work and showing the actual hourly wages paid to each such person. The submittal of an invoice or payment request to the City shall constitute the Contractor's certification to the City that all the wages paid for the work covered by the invoice or payment request have been paid in

compliance with the Prevailing Wage Act. Upon the written request of the City, the Contractor, and its subcontractors, shall provide a complete and accurate copy of the records establishing compliance with the Prevailing Wage Act and this paragraph.

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

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

### **11.3 PARTIAL PAYMENTS BY THE CITY:**

No later than forty-five (45) days following the submission of the application for payment, the City shall pay to the Contractor for the amount of the work contained in the application which has been found by the City to have been actually performed less ten percent (10%) of such amount which shall be retained until final payment less other deductions authorized to be retained by other sections of these General Conditions.

### **11.4 FINAL PAYMENT:**

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

### **11.5 NO WAIVERS:**

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

### **12.0 ADDITIONAL REQUIREMENTS:**

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

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

- (b) The bidder shall have a valid Federal Employer Tax Identification Number or Social Security Number.
- (c) The bidder shall be an equal opportunity employer and comply with Section 2000(e) of Chapter 21, Title 42 of the United States Code and Executive Order No. 11246.
- (d) The bidder shall provide certificates of insurance indicating the following coverages if called for in the bid solicitation: general liability, workers compensation, completed operations, automobile, hazardous occupation and product liability.
- (e) The bidder shall comply with all provisions of the Illinois Prevailing Wage Act (820 ILCS 130), including wages, medical and hospitalization insurance and retirement for those trades covered in the Act.
- (f) All contractors and sub-contractors performing services covered by the Illinois Prevailing Wage Act shall submit to the City the certified payrolls required by the Act, as amended by Illinois Public Act 94-0515.
- (g) For construction projects (construction of new facilities, renovation of existing facilities or road construction projects) over \$25,000.00, the bidder must provide apprenticeship and training programs that are either registered with the United States Department of Labor's Bureau of Apprenticeship and Training or are reasonably equivalent to such programs.

**13.0 MINORITY EMPLOYMENT REQUIREMENTS:**

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

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

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

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

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

**DEFINITION:**

Minority shall include:

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

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

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

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**CITY OF JOLIET**

**2016 SUPPLEMENTAL SPECIAL PROVISIONS**

The following Supplemental Special Provisions supplement the City of Joliet Special Provisions and General Conditions adopted February 29, 2016 and the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2012 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 **2016 HALDEMANN TERRACE LATERAL POINT REPAIRS**.

**1.0 LOCATION OF THE IMPROVEMENTS:**

All thirteen (13) lateral point repair locations are located in the Haldemann Terrace Subdivision. 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 shows digital photographs of each point repair location as well as photos of the damaged pipe section. Appendix B includes sewer televising reports for each section requiring a point repair.

**2.0 DESCRIPTION OF THE IMPROVEMENTS:**

The improvements consist of thirteen (13) sanitary sewer lateral point repairs located in a backyard utility easement.

**3.0 PROJECT SCHEDULE:**

This total contract allows for **60** calendar days for final completion from the date of contract acceptance. The work shall be substantially complete within **45** calendar days.

**4.0 PROJECT TIMELINE:**

PROJECT ADVERTISING	Monday, March 14, 2016
BID OPENING	Tuesday, March 29, 2016 10:15 A.M.
CONTRACT AWARD	Tuesday, April 05, 2016
NOTICE OF AWARD	Wednesday, April 06, 2016
PRECONSTRUCTION MEETING	Tuesday, April 19, 2016
NOTICE TO PROCEED	Wednesday, April 20, 2016

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 Thursday, March 24, 2016 with no addenda to be issued after 5:00 PM on Friday, March 25, 2016.

The contact person for this contract shall be OWEN DEAN, PROJECT ENGINEER. Written questions should be emailed to [odean@rjnmail.com](mailto:odean@rjnmail.com).



## **5.0 GENERAL:**

The work covered under this contract will be to complete thirteen (13) sanitary sewer lateral point repairs.

The original water and sewer mains in the Haldemann Terrace Subdivision were constructed in the backyard utility easement. The easement is 8' wide (4' on either side of the property line). In order to ease future maintenance and to allow for restoration of the sanitary sewer, the water main has been relocated to the road right of way. The backyard water main and water services have been abandoned in place.

The sewer mains have all been lined and a majority of sewer services have been rehabilitated with a 5' T-liner. However, 13 sewer services were identified by the lining contractor as not being candidates for T-liner installation. The intent of this project is to rehabilitate the sewer service connection to the sewer main.

The Contractor shall identify and present access routes to the repair locations for review and approval by the City. Contractor will be responsible for meeting with each homeowner where work will be performed on private property to review the project and obtain his or her signature on a project agreement form. At this meeting, the Contractor shall discuss in detail the work that will be completed and landscaping restoration options.

All damage to lawns shall be restored with topsoil, seed and blanket. Lawn restoration shall be considered incidental to the cost of the lateral repair. To minimize damage to lawns, Contractor shall utilize plywood or other means to buffer equipment traveling across private property. Bushes and trees shall be removed under the contract terms. The necessary removal and replacement of fences shall be replaced under the contract terms. Removal and replacement of any sheds and all other surface obstacles shall be considered incidental to the contract. Any damage to the exterior of the home caused by the contractor shall be repaired at no additional cost to the City. Homeowners will have the option to accept a \$450 landscaping grant to be paid by the City.

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

### Utility Contact Information:

ComEd: Tony Cox: anthony.cox@comed.com

AT&T: Steven Pasola: sp9653@att.com

Comcast: Martha Gieras: martha\_gieras@cable.comcast.com

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.

## **6.0 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 shall 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.

## **7.0 PROJECT MANAGEMENT:**

Project Management shall include all supervision work associated with performing the point repair at a given residence. This item is only applicable where work on private property is required or where private property will be used to access the repair location. A two (2) hour allotment will be allowed for each home. This work will include contacting the owner, meeting with the homeowner to discuss the access route, reviewing landscape restoration options, obtaining homeowner signature on project agreement and landscape grant forms, scheduling the work with the owner, and all other project management tasks associated with completing the spot repair or manhole installation. No additional compensation will be allowed for the management of the project.

The Contractor shall meet with each homeowner prior to any work being performed on private property in order to make the homeowner aware of the area(s) to be disturbed and the impact to the landscaping. The CONTRACTOR shall explain the homeowner's options for restoration of landscaping. Homeowners will be offered a \$450 allowance to accept the basic restoration and complete the final landscaping on their own. If homeowner accepts this option, the Contractor is to secure waivers provided by the City from the resident and submit application forms to the City on the owner's behalf. Alternatively, the homeowner can request the Contractor complete the landscaping which will be paid for by the Supplemental Landscaping Items.

### **Basis of Payment:**

This work will be paid for as 2 Hours for each home where a lateral point repair is completed on private property at the Contract Unit Price per Hour for **PROJECT MANAGEMENT**. No additional compensation will be allowed.

## **8.0 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.

## **9.0 PRE-CONSTRUCTION SURFACE VIDEO RECORDING:**

CONTRACTOR shall provide two (2) 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 houses, garages, backyard buildings and sheds, 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.

## **10.0 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.

## **11.0 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.

## **12.0 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:

Included with the bid is a **Contingent Cash Allowance** in the amount of ten thousand and 00/100 dollars (\$10,000.00) 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.

**13.0 CONSTRUCTION DEBRIS:**

All spoil and waste materials must be removed from site and properly disposed. Disposal of all waste and spoil shall be considered incidental to the contract. For bidding purposes it shall be assumed that all spoils are residential and can be disposed of at a CCDD landfill. City will sign LPC-662 form to be prepared by Contractor. Contractor shall provide a representative soil sample for pH testing at City lab.

Removal of concrete and asphalt, landscaping materials, and protection of the homeowners' property is considered a part of this contract and will be incidental to the contract pay items.

**14.0 RESPONSIBILITY FOR VANDALISM**

The Contractor shall be responsible for the defacement of any concrete pours before they have set up. Concrete sidewalk, driveway, or curbing that has been defaced shall be removed and replaced by the Contractor at the Contractor's expense.

**15.0 LATERAL POINT REPAIR:**

General:

This work shall consist of the removal and replacement of portions of sanitary lateral up to ten feet (10') but no less than five feet (5') and all necessary removal and restoration of existing surface and utilities at locations show on the Plans. Work and materials incidental to LATERAL POINT REPAIR may include, but are not limited to: excavation, shoring, sheeting, bracing, all pipes, fittings, adapters, pipe bedding, temporary aggregate, and traffic control. Non-shear leak-free couplings are required for connecting to existing lateral. Trench backfill and surface restoration shall be paid for separately according to as-bid items.

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 Lateral point repair. The Contractor shall verify lateral size and type prior to construction.

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. Lateral point repair pits shall remain uncovered until an inspection by the Engineer has been made.

## 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.

Sewer Lateral and fittings at all depths shall be PVC 6" diameter: ASTM D 2241, SDR 26. Connections to existing cured-in-place sewer main pipe are to be made with LMT™ PVC Saddle. No tap-in connections will be permitted. Connection to existing sanitary lateral shall be made with non-shear leak-free couplings.

Joints/Rubber Gasket: Conform to ASTM F477. Bell and spigot joint conforming to ASTM D3139 at all depth, sealed by rubber gasket so assembly remains watertight under conditions of service including movements resulting from expansion, contraction, settlement, and deformation of pipe.

Assembled joint shall pass performance tests as required in ASTM D3139.

## Pipe Markings:

- a. Manufacturer's name or trademark.
- b. Nominal pipe size.
- c. PVC cell classification
- d. ASTM D 2241 SDR 26
- e. Extrusion date, period of manufacture or lot number.

PVC Saddle: The material shall be a molded PVC saddle sized to encompass more than 50% of the mainline liner. The saddle boss shall be either solvent welded or a push-gasket bell. The adhesive/sealant shall be designed for structurally adhering to CIPP, PVC, Modified PVC or PE pipe. The process shall be LMT™ by LMK® Technologies or equal.

## Execution:

Contractor is to expose existing sanitary lateral and remove sufficient lateral to enable a new connection to be made at grade with the existing sanitary sewer. Contractor should allow for installation of up to 10 feet but no less than 5 feet of sanitary lateral and any riser section (as needed). The existing sanitary sewer main is a clay pipe that had cured-in-place pipeline installed in 2015.

The location of the service connection within the mainline pipe are detailed in Exhibit B (CCTV reports).

The contractor is to:

1. Excavate repair pit and uncover the existing sanitary lateral with a minimum of one foot clearance all around at the damaged section or as directed by the Engineer, and remove damaged pipe.
2. Expose the existing stand-alone mainline liner inside the existing clay pipe. A 2-foot section of the original clay host pipe shall be broken away.
3. Prepare the surface of the mainline liner by removing any excess resin or debris to provide a smooth clean surface. Grinding may be necessary. The opening in the mainline liner may be circular or elliptical to accommodate a WYE or TEE shaped LMT™ saddle depending of the alignment of the existing lateral.

4. Connect the LMT™ to a new section of PVC pipe (6" SDR 26) utilizing a solvent weld or a push gasket joint. An adhesive/sealant is applied to the underside of the LMT™ saddle. The LMT™/PVC pipe assembly is snapped onto the exterior of the mainline liner. The LMT™ saddle is attached to the mainline liner encompassing more than fifty percent (50%) of the mainline liner diameter. The LMT™ saddle is a self-supporting component, which allows the resin to cure without affecting the integrity of the seal to the mainline liner. The contractor may use stainless steel mechanical bands around the circumference of the host pipe and LMT™.
5. Connect the section of new PVC pipe to the existing lateral pipe using a non-shear leak-free coupling.
6. Backfill Lateral point repair in accordance with standard details and specifications.

Sanitary services (or portions of services) installed by open-cut means will be inspected externally by ENGINEER. Inspection shall be visual and shall be conducted prior to backfilling.

Any service backfilled prior to inspection shall be re-exposed for inspection at Contractor's expense without extra cost to the City. Failure criteria for sewer testing shall be as follows:

1. Visible infiltration at any joint.
2. Joints not "fully home" in accordance with pipe manufacturer's recommendations.
3. Out-of-roundness in PVC pipes which, in Engineer's opinion, exceeds 5% of the pipe diameter.
4. Cracks or spall
5. Displaced gaskets

**Pipe Bedding:** The Contractor shall furnish, place, compact and transport course 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.

**Placing Backfill:** 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.

**Compaction of Backfill:** 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.

All job excavated material used for backfill shall be mechanically compacted in layers of eighteen inches (18") maximum, loose measure, to 90% 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.

Compaction testing where required shall conform to Degree of Compaction: ASTM D698 (95% of maximum density) Moisture Content: Within 3% of optimum when placed and compacted. Compaction testing in accordance with best practices of the industry shall be provided by City in areas determined by the Engineer.

**Furnishing and placing topsoil:** This work shall consist of furnishing and placing topsoil to a thickness of three inches (3") 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 three inches (3") 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 top soil 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) per month. In addition, prior to placing sod, all topsoil areas shall be clean of all weeds and debris. This maintenance shall be considered incidental to this item.

**Seeding, type 1:** 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 three inches (3") of topsoil (paid under Item 17 for Furnishing and Placing Topsoil). A seed mix Type 1 shall be used on all disturbed areas.

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.

Method of Measurement and Basis of Payment:

This work shall be paid at the Contract Unit Price per Lump Sum for each individual **LATERAL POINT REPAIR** to include all excavation, bedding, and backfill, up to ten feet (10') of sanitary lateral and couplings/PVC fittings as required. The price shall be payment in full for performing the work as specified herein, including all materials and labor, protection of overhead wires and utility poles, traffic control, lawn restoration and all other work associated with completing the point repair not identified by a separate bid item.



Trench backfill and surface restoration items shall be measured and paid for separately.

Additional PVC lateral beyond ten feet (10') shall be paid per foot as **SANITARY SEWER LATERAL, 6" PVC**.

#### **16.0 TRENCH BACKFILL:**

This work shall conform to Section 208 of the "Standard Specifications". This item shall consist of furnishing, placing, compacting and transporting course aggregate gradation CA-6 or CA-7 for backfilling material for all trenches made beneath or **within five feet (5') of an existing garage foundation** or where indicated by the Engineer. The material shall conform to Article 1004.5. 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 Lateral Point Repair.

**Granular Material Backfill:** Place granular backfill within influence zone under new or existing roads, sidewalks, paved surface, or **within five feet (5') of an existing garage foundation** or where indicated by the Engineer. 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.

**Placing Backfill:** 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.

**Compaction of Backfill:** 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.

Basis of Payment:

This work will be paid for at the contract unit price per cubic yard for **TRENCH BACKFILL**. Quantities incorporated into this item shall be measured by either Article 208.03(a) of the "Standard Specifications" or the Trench Backfill table published by the State of Illinois, Department of Transportation, Division of Highways, Bureau of Construction.

**17.0 FENCE TO BE REMOVED AND RE-ERECTED:**

This work shall consist of the removal and re-erection of fence segments as necessary to complete the work. The fence shall be removed so that all materials considered suitable by the Engineer for future use will be salvaged. The salvaged material shall be stored at locations and in a manner approved by the Engineer. Any of the material having salvage value and which has been damaged by the Contractor, shall be replaced by the Contractor at his/her own expense with new material of the same kind. The salvaged fence shall be re-erected in accordance with Section 664 of the "Standard Specifications".

Basis of Payment:

This work will be paid for at the contract unit price per linear foot for **FENCE TO BE REMOVED AND RE-ERECTED**, and measured along the top of the fence from center to center of end posts, which price shall include payment for all excavation and backfilling.

This work shall also include the cost of furnishing and non-salvageable materials and installing these materials as specified. No additional compensation will be allowed the Contractor for clearing or encasing the posts in concrete.

**18.0 TREE REMOVAL:**

Prior to starting excavation operations in any area, all clearing, tree removal, and protection of existing plant material in that area shall be performed according to the following specification and shall be accordance with the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction Article 201.

All trees designated to be removed, shall be cut and disposed of in a manner that public or private property will not be damaged or endangered by the Contractor. Trees and stumps within the slope limits of embankments 2-feet or more in depth shall be cut off at ground level, unless directed otherwise by the Engineer. All other trees and stumps shall be removed to a depth of not less than 12-inches below the elevation of the sub-grade, the finished earth surface, or the ground line.

Basis of Payment:

**TREE REMOVAL** will be paid at the Contract Unit Price per unit of diameter where one unit is equal to one inch (1"). The diameter will be measured at a point four and one-half feet (4.5') above the highest ground level and will be determined by dividing the measured circumference of the tree by 3.1416. The accumulated total number of units will be the pay quantity as described in article 201.10.

## **19.0 BUSH REMOVAL:**

Prior to starting excavation operations in any area, all bush removal in that area shall be performed according to the following specification and shall be accordance with the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction Article 201.

All bushes and plant material designated to be removed, shall be cut and disposed of in a manner that public or private property will not be damaged or endangered by the Contractor. Bushes and roots within the slope limits of embankments 2-feet or more in depth shall be cut off at ground level, unless directed otherwise by the Engineer. All other bushes and roots shall be removed to a depth of not less than 12-inches below the elevation of the sub-grade, the finished earth surface, or the ground line.

### **Basis of Payment:**

**BUSH REMOVAL** will be paid at the Contract Unit Price per Each.

## **20.0 LANDSCAPING ALLOWANCE:**

Lawn restoration will be incidental to the project. The Contractor shall take every measure to protect the existing lawn by laying work mats or plywood sheathing. Damage caused by the Contractor will be restored at the Contractor's expense. Restoration will consist of raking in pulverized topsoil (minimum of 3"), over seeding the disturbed areas and installing blanket or straw netting.

An allowance of \$450 is provided to perform the necessary restoration at each area of disturbance. Itemized bills for each location shall be submitted. Locations requiring an overrun of the \$450 allowance shall be approved by the City before work proceeds. Supplemental unit prices for landscaping shall be provided with the bid. The landscaper shall have the flexibility to restore the landscaping or change the surrounding area within the cost allowance as directed by the homeowner. Multiple bushes may be planted in replacement for single bushes.

### **SUPPLEMENTAL LANDSCAPING ITEMS**

**Protect and Replant Existing Shrub:** This item shall cover the cost associated with removing the existing plant item(s), protecting the plant(s) until replanting, and replanting the plant(s). The landscaper shall make a determination if the plant will survive the transplanting. The landscaper shall inform the homeowner if the plant would die and offer other options to the homeowner under the terms of this agreement as a part of the Project Consultation item.

**Densi Yew, 3ft, Balled and Burlap:** Provide and plant a Densi Yew measuring three feet (3') diameter round.

**Arborvitae, 5 gallon, 3 foot:** Provide and plant an arborvitae sized for a 5 gallon container.

**Magnolia, 5 gallon, 4 foot:** Provide and plant a magnolia tree sized for a 5 gallon container.

**Perennial Shrub, 2 ½ gallon:** Provide and plant a standard shrub sized for a 2 ½ gallon container. This item provides for a variety of shrubs to be provided as would be encountered in matching existing landscaping or as requested by the homeowner.

**Restore Mulch or Stone covering, per SY:** This item provides for the restoration of the area to match the existing landscaping. This item covers the cost to remove the existing covering from the area of work in order to be reused and/or providing new material as would be encountered in matching the existing landscaping.

**Remove & Replace Mulch or Stone covering, per SY:** This item provides for the complete removal of the existing ground covering and replacing it with a minimum of 3 inch of new material as selected by the homeowner. This item will be paid as a square yard item as measured in the field.

No additional compensation will be allowed for replacement of dead vegetation or call backs due to the ground settling. The Contractor shall ensure that all parties perform the work in a workmanlike manner in order to prevent claims for these items and other foreseeable items.

Modifications to the existing landscaping requested by the homeowner will be allowed under this contract. Additional work requested by the homeowner will be paid directly by the homeowner. The contract unit price will be deducted from the contract. Separate payment will be made to the landscaping contractor as an allowance to cover the City's obligation to restore the area. The homeowner and Contractor shall submit to the City a Notice of Intent (Contractor's Proposal Form) to have the landscaping modified prior to this work being performed along with a waiver from the homeowner. The City of Joliet will be released from any claims or disputes between the Landscaper and Homeowner.

This contract shall include the option to owners to receive a 'LANDSCAPING CREDIT' or cash allowance from the City of \$450.00 to perform any restoration on their own. For any residence electing to receive the Landscaping Credit, the owner of the property must acknowledge up any claim against the contractor or City for landscaping, whether existing or replaced, will not be valid. A release form will be provided by the City for the owner to sign.

Restoration at the location will be limited to compacting and leveling disturbed areas and placing grass seed in lawn areas. The Contractor shall secure the owners' signature on the release and submit to the City prior to the Credit being issued.

**Basis of Payment:**

This work will be paid for as performed for each Supplemental Item not to exceed the contract allowance amount. Payment will be made after the work is completed or the terms of the homeowner agreement are completed.

## Will County Prevailing Wage for July 2015

Trade Name Trng	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====
ASBESTOS ABT-GEN 0.500		ALL		39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000
ASBESTOS ABT-MEC 0.720		BLD		36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000
BOILERMAKER 0.400		BLD		47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000
BRICK MASON 1.030		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000
CARPENTER 0.630		ALL		44.350	48.790	2.0	2.0	2.0	11.99	18.47	0.000
CEMENT MASON 0.500		ALL		41.000	43.000	2.0	1.5	2.0	10.00	20.39	0.000
CERAMIC TILE FNSHER 0.770		BLD		36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000
COMMUNICATION TECH 0.720		BLD		33.000	34.500	1.5	1.5	2.0	13.92	11.69	1.410
ELECTRIC PWR EQMT OP 0.460		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000
ELECTRIC PWR GRNDMAN 0.370		ALL		37.050	52.500	1.5	2.0	2.0	8.630	12.28	0.000
ELECTRIC PWR LINEMAN 0.460		ALL		47.500	52.500	1.5	2.0	1.5	10.76	14.87	0.000
ELECTRICIAN 1.200		BLD		40.000	43.600	1.5	1.5	2.0	14.77	16.39	0.000
ELEVATOR CONSTRUCTOR 0.600		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060
GLAZIER 0.940		BLD		40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000
HT/FROST INSULATOR 0.720		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000
IRON WORKER 0.780		ALL		41.000	42.000	2.0	2.0	2.0	10.04	21.41	0.000
LABORER 0.500		ALL		39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000
LATHER 0.630		ALL		43.350	47.690	2.0	2.0	2.0	11.85	17.47	0.000
MACHINIST 0.000		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850
MARBLE FINISHERS 0.620		ALL		32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000
MARBLE MASON 0.780		BLD		43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000
MATERIAL TESTER I 0.500		ALL		29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000
MATERIALS TESTER II 0.500		ALL		34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000
MILLWRIGHT 0.630		ALL		44.350	48.790	2.0	2.0	2.0	11.99	18.47	0.000
OPERATING ENGINEER 1.250		BLD	1	48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250		BLD	2	46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250		BLD	3	44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250		BLD	4	42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900

OPERATING ENGINEER 1.250	BLD 5	51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	BLD 6	49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	BLD 7	51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	FLT 1	53.600	53.600	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	FLT 2	52.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	FLT 3	46.400	53.600	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	FLT 4	38.550	53.600	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	FLT 5	55.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	FLT 6	35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900
OPERATING ENGINEER 1.250	HWY 1	46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 2	45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 3	43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 4	42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 5	41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 6	49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 7	47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900
PAINTER 0.770	ALL	41.750	46.500	1.5	1.5	1.5	11.50	11.10	0.000
PAINTER SIGNS 0.000	BLD	33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000
PILEDRIVER 0.630	ALL	44.350	48.790	2.0	2.0	2.0	11.99	18.47	0.000
PIPEFITTER 1.780	BLD	46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000
PLASTERER 1.020	BLD	43.430	46.040	1.5	1.5	2.0	13.05	14.43	0.000
PLUMBER 0.880	BLD	46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000
ROOFER 0.530	BLD	41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000
SHEETMETAL WORKER 0.820	BLD	44.720	46.720	1.5	1.5	2.0	10.65	13.31	0.000
SPRINKLER FITTER 0.550	BLD	49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000
STONE MASON 1.030	BLD	43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000
<del>SURVEY WORKER 0.500</del>	<del>ALL</del>	<del>37.000</del>	<del>37.750</del>	<del>1.5</del>	<del>1.5</del>	<del>2.0</del>	<del>12.97</del>	<del>9.930</del>	<del>0.000</del>
TERRAZZO FINISHER 0.720	BLD	38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000
TERRAZZO MASON 0.940	BLD	41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000
TILE MASON 0.990	BLD	43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000
TRAFFIC SAFETY WRKR 0.500	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000

TRUCK DRIVER 0.250	ALL 1	35.650	36.200	1.5	1.5	2.0	7.250	6.319	0.000
TRUCK DRIVER 0.250	ALL 2	35.800	36.200	1.5	1.5	2.0	7.250	6.319	0.000
TRUCK DRIVER 0.250	ALL 3	36.000	36.200	1.5	1.5	2.0	7.250	6.319	0.000
TRUCK DRIVER 0.250	ALL 4	36.200	36.200	1.5	1.5	2.0	7.250	6.319	0.000
TUCKPOINTER 0.670	BLD	43.800	44.800	1.5	1.5	2.0	8.280	13.49	0.000

Legend: RG (Region)

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

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

## Explanations

### WILL COUNTY

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

### EXPLANATION OF CLASSES

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

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

### CERAMIC TILE FINISHER

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

fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS TECHNICIAN

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

#### MARBLE FINISHER

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

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

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

#### OPERATING ENGINEER - BUILDING

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



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

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication

Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

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

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

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

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

Class 6. Field Mechanics and Field Welders

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

#### OPERATING ENGINEER - FLOATING

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

Class 2. Crane/Backhoe Operator; Boat Operator with towing

endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

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

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

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

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

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

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials

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

#### Other Classifications of Work:

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

#### LANDSCAPING

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

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

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

**MANAGEMENT & BUDGET  
PURCHASING DIVISION**

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



**CITY OF JOLIET**

**NOTICE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**DEPARTMENT OF  
PUBLIC UTILITIES**  
150 W. Jefferson Street  
Joliet, IL 60432  
**(815) 724-4220**  
**(815) 723-7770 (fax)**



**CITY OF JOLIET**

GENERAL CONTRACTOR

**RE: 2016 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 the City 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 James R. Trizna in black ink.

James R. Trizna  
Public Works Director

Handwritten signature of James E. Eggen in black ink.

James E. Eggen  
Public Utilities Director

## NOTICE TO BIDDERS - ETHICS ORDINANCE

The City of Joliet has approved an Ethics Ordinance on August 18, 1992 (Ordinance No. 9967; Section 2-333 et seq. of the Code of Ordinances of the City of Joliet). The Ethics Ordinance prohibits any City of Joliet elected or appointed official or any City of Joliet employee from receiving or soliciting anything of value to influence that City official or employee in carrying out his or her official duties. The City of Joliet appreciates your anticipated cooperation in refraining from offering any official or employee anything, item, service, or favor of value to influence that person's decision on any City business. With your cooperation, the City of Joliet will achieve its goal of maintaining a fair and competitive contract procedure that promotes the best interests of the citizens of the City of Joliet. You should report immediately any violation of the Ethics Ordinance to the City Manager, 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. A copy of the Ethics Ordinance is available in the City Clerk's office for your review.

CITY OF JOLIET  
STATE OF ILLINOIS

PROPOSAL FORM

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

TO THE MAYOR AND CITY COUNCIL OF JOLIET, ILLINOIS:

1. PROPOSAL OF \_\_\_\_\_  
(Name and Address of Bidder)

2. The plans for the proposed work are those prepared by the City Engineer and approved by the City Council of the City of Joliet, Illinois on \_\_\_\_\_, 2016.

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

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

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

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

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

7. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deduction; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned further agrees that if the owner decides to extend or shorten improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, by an amount not to exceed twenty-five (25) percent of the total money value of the original contract price or contract price corrected as provided in the specifications, he will perform the work as altered, increased or decreased at the contract unit price.
9. The undersigned further agrees that the Engineer may at any time during the progress of the work covered by this contract, order other materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus fifteen percent (15%), the actual cost to be determined as provided in the specification.
10. The undersigned further agrees to execute a contract for this work and present the same to the City of Joliet within fifteen (15) days after the date of the notice of the award of the contract to him.
11. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the date of the notice of the award of the contract, a contract bond satisfactory to and in the form prescribed by the City of Joliet in the penal sum of one hundred percent (100%) of the full amount of the contract within the terms of the contract.
12. The undersigned further agrees to begin work not later than ten (10) days after the execution of the acceptance of the contract and contract bond, unless otherwise provided and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work within **60 calendar days** after execution of the contract, by both parties, unless additional time shall be granted by the Engineer in accordance with provisions of the specifications.

In case of failure to complete the work in or before the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the City of Joliet shall withhold, from each sum as may be due him under the terms of this contract, the costs, set forth in the specifications of the contract, which costs shall be considered and treated not as a penalty but as damages due to the City of Joliet from the undersigned by reason on

inconvenience to the public, added cost of engineering and supervision and other items which have caused an expenditure of public funds resulting from the failure of the under signed to complete the work within the time specified in the contract.

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

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

---

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

14. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule of unit prices for which he proposes each item of work, that the extensions must be made by him and that if not so done his proposal may be rejected as irregular.
15. 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.

CITY OF JOLIET

2016 HALDEMANN TERRACE LATERAL POINT REPAIRS

SEQUENCE	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
1	LATERAL POINT REPAIR #1	1	L SUM		
2	LATERAL POINT REPAIR #2	1	L SUM		
3	LATERAL POINT REPAIR #3	1	L SUM		
4	LATERAL POINT REPAIR #4	1	L SUM		
5	LATERAL POINT REPAIR #5	1	L SUM		
6	LATERAL POINT REPAIR #6	1	L SUM		
7	LATERAL POINT REPAIR #7	1	L SUM		
8	LATERAL POINT REPAIR #8	1	L SUM		
9	LATERAL POINT REPAIR #9	1	L SUM		
10	LATERAL POINT REPAIR #10	1	L SUM		
11	LATERAL POINT REPAIR #11	1	L SUM		
12	LATERAL POINT REPAIR #12	1	L SUM		
13	LATERAL POINT REPAIR #13 (NO SADDLE)	1	L SUM		
14	PROJECT MANAGEMENT	36	HR		
15	SANITARY SEWER LATERAL, 6" PVC, SDR 26	50	LF		
16	TRENCH BACKFILL	265	CU YD		
17	FENCE TO BE REMOVED AND RE-ERECTED	200	LF		
18	TREE REMOVAL, (UNITS OF DIAMETER)	80	UNITS		
19	BUSH REMOVAL	15	EACH		
20	LANDSCAPING ALLOWANCE	18	EACH	\$450	\$8,100
21	CONTINGENT CASH ALLOWANCE	1	TOTAL	\$10,000	\$10,000

**BIDDER'S PROPOSAL FOR MAKING THE IMPROVEMENTS:**

SUPPLEMENTAL LANDSCAPING UNIT PRICES				
S1	PROTECT & REPLANT EXISTING SHRUB	-	EACH	
S2	DENSI YEW, 3FT, BALLED & BURLAP	-	EACH	
S3	ARBORVITAE, 5 GALLON, 3 FOOT	-	EACH	
S4	MAGNOLIA, 5 GALLON, 4 FOOT	-	EACH	
S5	PERENNIAL SHRUB, 2 1/2 GAL.	-	EACH	
S6	RESTORE MULCH OR STONE COVERING	-	SY	
S7	REMOVE & REPLACE MULCH OR STONE COVERING	-	SY	

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 TREASURER\_\_\_\_\_

Officers

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:

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

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

**Limited Liability Company**

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

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

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

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

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

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

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

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

The managers and members of the Limited Liability Company are:

_____ <i>Name</i>	_____ <i>Name</i>
_____ <i>Address</i>	_____ <i>Address</i>
_____ <i>City, State</i>	_____ <i>City, State</i>

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

**Sole Proprietorship**

The address of the sole proprietor is:

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

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

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

\_\_\_\_\_

## **BID RIGGING AND BID ROTATING**

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

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

**Section 2a**

### **NON-COLLUSION**

- A. No officer or employee of the City of Joliet has a direct or indirect pecuniary interest in this bid.
- B. No officer or employee of the City of Joliet has disclosed to the bidder any information related to the terms of a sealed bid.
- C. No officer or employee of the City of Joliet has informed the bidder that the bid will be accepted only if specified persons are included as subcontractors.
- D. Only the bidder will be entitled to the proceeds of the contract if this bid is accepted by the City of Joliet.

- E. This bid is made without the benefit of information obtained in violation of law.

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

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

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

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

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

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

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

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

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

### **TAX COMPLIANCE**

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

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

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

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

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

During the performance of this contract, the contractor agrees:

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

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

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

subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

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

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

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



**THE AMERICANS WITH DISABILITIES ACT**

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

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

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

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

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

-seal-

STATE OF ILLINOIS )  
 )  
 COUNTY OF WILL )

SS.

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

**AFFIDAVIT  
 REGARDING BIDDER AVAILABILITY**

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

**PART I. WORK UNDER CONTRACT**

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

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

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

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

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

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

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

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

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

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

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

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

# STOP\*

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

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

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

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

**AGREEMENT**

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

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

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

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

**IN WITNESS WHEREOF**, the City and the Contractor, by their duly authorized representatives have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

By: \_\_\_\_\_ **Print name of Contractor** \_\_\_\_\_  
**James D. Hock**  
**City Manager**

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

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

**Approved as to form:**

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