

**REQUEST FOR QUOTE**

**CITY OF JOLIET  
NEIGHBORHOOD SERVICES**

150 West Jefferson Street  
Joliet, Illinois 60432-4156  
(815) 724-3925

You are invited to submit a QUOTE, subject to the terms and conditions of this Request For QUOTE, to the Office of Neighborhood Services, City of Joliet, 150 West Jefferson Street, Joliet, Illinois 60432, by the quote submittal date and time specified herein.

**PROJECT TITLE:** N3 - EX SUBCONTRACT FOR EXCAVATION FOR THE NEW CONSTRUCTION OF A SINGLE-FAMILY RESIDENCE AT 1414 WOODRUFF AVENUE, 1317 DEMMOND STREET, & 1102 ANTRAM STREET

**DEPARTMENT:** Community and Economic Development (Neighborhood Svcs)

**PROJECT NO:** N3 - EX (Funded by HOME Grant)

**SUBMITTAL DATE AND TIME:** April 21, 2016 at 2:00 pm

<p><b>BIDS ARE TAKEN FOR EACH ADDRESS. BIDDERS CAN BID ON ANY OR ALL ADDRESSES. INDIVIDUAL CONTRACTS WILL BE AWARDED FOR EACH ADDRESS.</b></p>
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**QUOTE DEPOSIT REQUIREMENTS**

<p><input type="checkbox"/> Required 10% of the bid; Bid Bond or Certified or Cashier's Check</p>	<p><input checked="" type="checkbox"/> Not Required</p>
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**DESCRIPTIVE LITERATURE AND TECHNICAL DATA**

<p><input type="checkbox"/> To Be Submitted with Bid</p>	<p><input type="checkbox"/> Not Required</p>	<p><input checked="" type="checkbox"/> As Required By Specifications</p>
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**PERFORMANCE BOND**

<p><input type="checkbox"/> Required 100% of the base bid</p>	<p><input checked="" type="checkbox"/> Not Required</p>
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**CERTIFICATE OF INSURANCE**

<p><input checked="" type="checkbox"/> Required, to be on file in the Purchasing Division, prior to commencing work – See Article 8 of the General Conditions.</p>	<p><input type="checkbox"/> Not Required</p>
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<p>QUESTIONS REGARDING THIS INVITATION TO BID SHOULD BE DIRECTED TO JEFF STERR, NEIGHBORHOOD SERVICES, (815) 724-4096 <a href="mailto:jsterr@jolietcity.org">jsterr@jolietcity.org</a>.</p>
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**DEPARTMENT OF MANAGEMENT & BUDGET  
PURCHASING DIVISION  
MARGARET E. MCEVILLY  
PURCHASING/CONTRACTS ADMINISTRATOR  
PHONE: 815/724-3925  
FAX: 815/724-3929  
[mmcevilly@jolietcity.org](mailto:mmcevilly@jolietcity.org)**



Prospective Subcontractors:

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

The City of Joliet, Illinois in conjunction with the Department of Housing and Urban Development is providing contracting opportunities for subcontracts for various trades in the construction of Single-family residences. (The City of Joliet is the general contractor and we plan on constructing a total of 6 single-family homes over the next several months.)

Electronic copies of the subcontract packages can be downloaded free of charge at <http://www.cityofjoliet.info/bids-proposals>.

All PROSPECTIVE bidders should sign up for RSS feeds at <http://cityofjoliet.info/departments/finance/purchasing/bids-proposals/construction-other> and provide your first and last name and email address to automatically receive RFP Posts and addendums. Make sure you click Construction-Other when subscribing to RSS feed. Addendums will also be posted on the City of Joliet's website at <http://www.cityofjoliet.info/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.

For questions, please contact Jeff Sterr, Property Maintenance Coordinator, at 815-724-4096 or by email at [jsterr@jolietcity.org](mailto:jsterr@jolietcity.org). The City of Joliet has a local qualified bidder ordinance that would not apply to this contract.

The proposed contracts shall be subject to the provisions of the Prevailing Wage Act (820 ILCS 130/1 et seq.) to the extent required by law and the City of Joliet Procurement Code (Section 2-430 – 2-453 of the Code of Ordinances). Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract, Section 3, Segregated Facility, Section 109 and E.O. 11246. MBE/WBE: Women and Minority Owned Businesses are encouraged to submit a quote(s).

THANK YOU FOR YOUR TIME.

SINCERELY,

Jeff Sterr  
Project Manager

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#### EXHIBITS

Exhibit A – Certification of Section 3 Business Concern –to be returned if applicable

END OF DOCUMENT

SECTION 00 01 15

LIST OF DRAWING SHEETS

1.1 Site Identification:

- A. 1414 Woodruff
- B. 1317 Demmond
- C. 1102 Antram

1.2 The drawings listed below accompanying this specification form as a part of the contract:

SITE Survey

1414 Woodruff  
1317 Demmond  
1102 Antram

DRAWING NUMBER	TITLE
	Proposed Ranch House (1414 Woodruff & 1102 Antram)
	Drawing Sheet A-1
	Drawing Sheet A-2
	Drawing Sheet A-3
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	Drawing Sheet E-1
	Proposed Two Story House Plans (1317 Demmond)
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END OF SECTION

DOCUMENT 00 11 16

REQUEST FOR QUOTE

Project: **N3 - EX** SUBCONTRACT FOR EXCAVATION FOR THE NEW CONSTRUCTION OF A SINGLE-FAMILY RESIDENCE AT 1414 WOODRUFF AVENUE, 1317 DEMMOND STREET, & 1102 ANTRAM STREET

Project Address: 1414 Woodruff Avenue, 1317 Demmond Street, & 1102 Antram Street, all in Joliet IL

Owner: City of Joliet, 150 W Jefferson St., Joliet IL 60432

Project Manager: Jeff Sterr 815-724-4096 [jsterr@jolietcity.org](mailto:jsterr@jolietcity.org)

The City of Joliet, Illinois in conjunction with the Department of Housing and Urban Development does hereby invite Quotes for a subcontract for EXCAVATION for the construction of a Single-family residence at 1414 Woodruff Avenue, 1317 Demmond Street, & 1102 Antram Street, all in Joliet, Illinois.

Separate quotes for each address will be received at the office of the Neighborhood Services, City of Joliet Municipal Building, 150 West Jefferson Street, Joliet, Illinois 60432 until 2:00 P.M. local prevailing time on April 21, 2016 for the following project: subcontract for EXCAVATION for the construction of a Single-Family residence at 1414 Woodruff Avenue, 1317 Demmond Street, & 1102 Antram Street, Joliet, Illinois. A total of three contracts will be issued for the three addresses. Refer to other submittal requirements described in Document 00 21 13.

Those desiring to submit a proposal may pick up the hard copy bid 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/bids-proposals>. All Bidding Document holders should sign up for RSS feeds at <http://cityofjoliet.info/departments/finance/purchasing/bids-proposals/construction-other> 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/bids-proposals>. The potential vendor/contractor remains responsible for obtaining all addenda to the original specification so they should check the specific bid page before submitting a bid to make sure they have received all addendums to a specific contract.

The successful bidder will be required to provide a Certificate of Insurance as set forth in the Invitation of Bid and the General Terms & Conditions. For questions, please contact Jeff Sterr, Property Maintenance Coordinator, at 815-724-4096 or by email at [jsterr@jolietcity.org](mailto:jsterr@jolietcity.org).

The City of Joliet has a local qualified bidder ordinance that would not apply to this contract.

Submit your Quote on the Form provided. Those submitting Quotes are required to complete all Forms. You may supplement this form as appropriate. Your Quote will be required to be submitted under a condition of irrevocability for a period of 60 days after submission. The successful contractor shall provide a Certificate of Insurance as specified in the Contract Documents.

The proposed contract shall be subject to the provisions of the Prevailing Wage Act (820 ILCS 130/1 et seq.) to the extent required by law and the City of Joliet Procurement Code (Section 2-430 – 2-453 of the Code of Ordinances). Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract, Section 3, Segregated Facility, Section 109 and E.O. 11246. MBE/WBE: Women and Minority Owned Businesses are encouraged to submit bid(s).

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

**JAMES D. HOCK**  
City Manager

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

**BID DOCUMENT FEE: \$50.00 hard copy or download online for free**

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END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

1.1 SUMMARY

- A. Document Includes:
1. Intent.
  2. Contract Documents Identification.
  3. Availability of Documents.
  4. Examination of Documents.
  5. Interpretation of Contract Documents Prior to Bidding.
  6. Inquiries and Addenda.
  7. Bidder Qualifications.
  8. Quote Form Signature.
  9. Additional Quote Information
  10. Quote Submission.
  11. Submittal Ineligibility.
  12. Contract Time.
  13. Notice to Bidders - Applicability, Employment, and Wages.
  14. Notice to Bidders - Federal Requirements.
  15. Notice to Bidders - Section 3 Compliance.
  16. Notice to Bidders - Ethics Ordinance.
  17. Quote Opening.
  18. Duration of Offer.
  19. Acceptance of Offer.

1.2 INTENT

- A. The intent of this offer is to obtain a quote to perform work as indicated in Section 01 00 00 General Conditions - 1.2 Contract Description and Intent for a Stipulated Sum Price contract, in accordance with Contract Documents.

1.3 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified as Subcontract for EXCAVATION for the New Construction of a Single-Family Residence as prepared by Project Manager and identified in the Table of Contents.

1.4 AVAILABILITY OF DOCUMENTS

- A. Documents may be obtained on line at <http://www.cityofjoliet.info/bids-proposals> or at the office of the Neighborhood Services located at 150 W Jefferson St., Joliet, IL 60432 during regular business hours. Partial sets of Documents will not be issued. Documents are made available only for the purpose of obtaining qualified contractors for this Project. Their use does not grant a license for other purposes.

1.5 EXAMINATION OF DOCUMENTS

- A. Upon receipt of Documents verify documents are complete. Notify Project Manager if documents are incomplete.
- B. Immediately notify Project Manager upon finding discrepancies or omissions in Documents.

1.6 INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO SUBMITTAL OF QUOTE

- A. If any person contemplating submitting a Quote for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents, or finds discrepancies in or omissions from any

part of the proposed Contract Documents, he may submit to the City, as agent for the Owner, a written request for interpretation thereof not later than seven days before the quotes will be opened:

1. The person submitting the request shall be the responsible for its prompt delivery.
2. Interpretation or correction of proposed Contract Documents will be made only by Addendum, and will be mailed or delivered to each bidder of record.
3. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

#### 1.7 INQUIRIES AND ADDENDA

- A. Direct questions in writing to Jeff Sterr, Project Manager, City of Joliet, 150 W Jefferson St., Joliet, IL 60432.
- B. Verbal answers are not binding on any party.
- C. Submit questions not less than 9 days before date set for receipt of Quote's. Replies will be made by Addenda.
- D. Addenda may be issued during the period prior to the opening of the Quote's. Addenda become part of the Contract Documents.
- E. Information relevant to Bidding Documents will be issued by Addendum.

#### 1.8 BIDDER QUALIFICATIONS

- A. Companies submitting Quotes must be properly organized under law and duly authorized to do business in the State of Illinois.
- B. 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) as amended, 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 demolition or 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.

#### 1.9 QUOTE FORM SIGNATURE

- A. Sign submitted Quote Form, as follows:

1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
3. Corporation: Signature of a duly authorized signing officer in their normal signature. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Quote is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, submit a copy of the by-law resolution of their board of directors authorizing them to do so, with the Bid Form in the bid envelope.
4. Joint Venture: Signature of each party of the joint venture under their respective seals in a manner appropriate to such party as described above, similar to requirements for Partnerships.

#### 1.10 ADDITIONAL INFORMATION

- A. Complete and submit the following Appendices with Quote.
  1. Appendix A – Affidavits
  2. Appendix B – Contractor Certification
  3. Exhibit A – if applicable

#### 1.11 SUBMITTAL INELIGIBILITY

- A. Submissions that contain irregularities of any kind may be declared unacceptable at Owner's discretion.

#### 1.12 CONTRACT TIME

- A. Time is of the essence of this Agreement. Subcontractor shall provide Owner with scheduling information in a form acceptable to Owner and shall conform to Owner's progress schedules, including any changes made by Owner in the scheduling of work.
- B. The Subcontractor shall commence work upon receiving notice to proceed from the Owner and shall prosecute the Work in a manner that will not delay the completion of the Contract. Subcontractor shall coordinate its work with that of all other subcontractors, suppliers and/or material men so as not to delay or damage their performance.
- C. If Subcontractor shall fail to commence the Work within the specified time, or to prosecute said Work continuously with sufficient workmen and equipment to assure its completion within the time herein specified for completion, or to perform said Work according to the provisions of the contract, or if for any other cause or reason whatsoever Subcontractor shall fail to carry on the Work in an acceptable manner, the Owner may elect to give notice in writing of such default, specifying the same, and if the Subcontractor, within 24-hours of receiving notice, shall not proceed in accordance therewith, then the Owner shall have full power and authority, without process of law and without violating this Agreement, to take the prosecution of all or part of the Work out of the hands of the Subcontractor and complete it with its own forces, or contract with other parties for its completion, or use such other measures as in Owner's opinion are necessary for its completion, including the use of the equipment, plant and other property of Subcontractor on the Work at no cost to the Owner for the use of the same. Neither by the taking over of the Work nor by its completion in accordance with the terms of this provision shall Owner forfeit its right to recover damages from Subcontractor or from Subcontractor's surety for failure to complete or for delay in such completion. Should the expenses incurred by Owner in taking over and completing the Work be less than the sum that would have become payable under this Agreement if said Work had been completed by Subcontractor, then Subcontractor shall be entitled to the difference. Should the expense exceed the said sum, Subcontractor and Subcontractor's surety shall be liable to the Owner for the amount of such excess. Upon the taking over of the Work by Owner as herein provided for, no further payment will be made to Subcontractor until the Work is completed, and any moneys due or that may become due Subcontractor under this Agreement will be withheld and may be applied by the Owner to payments for labor, materials, supplies and equipment used in the prosecution of the Work, for the

payment of rental charges on the equipment used therein, and to the payment of any excess cost to Owner of completing the said Work.

- D. The Subcontractor shall work in accordance with any schedule established by the Owner, including any updated or modified schedules. The Subcontractor shall assist the Owner in developing schedules and monthly updates by providing all relevant information concerning or affecting its progress, including the duration and sequence of its activities, and by cooperating in the coordination of its Work with that of other subcontractors.
- E. DELAY - Should Subcontractor delay Owner, any other Subcontractor, or anyone else on the Project, because of non-performance or failure to correct rejected work, Subcontractor will indemnify Owner and hold Owner harmless for any damages, claims, demands, liens, stop notices, lawsuits, attorneys' fees, and other costs or liabilities imposed on Owner connected with said delay by Subcontractor.

### 1.13 NOTICE TO SUBMITTERS - APPLICABILITY, EMPLOYMENT, AND WAGES

- A. Subcontractors shall comply with all laws, ordinances and regulations pertaining to the municipal purchase of goods and services and the construction of public works. This shall include, but shall not be limited to, the Public Construction Bond Act, the Joliet Code of Ethics and the Joliet Procurement Code.
- B. 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.
  - 1. All 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.
  - 2. It shall be mandatory upon the subcontractor to whom the contract is awarded to insert into each lower tier subcontract and into the project specifications for each lower tier subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract. It shall also be mandatory upon each subcontractor to cause to be inserted into each lower tiered subcontract and into the project specifications for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract. A Subcontractor who fails to comply with this subsection (1.13(B)2) is in violation of this Act.
    - a. When a subcontractor has awarded work to a lower tier subcontractor without a contract or contract specification, the subcontractor shall comply with subsection (2) by providing a lower tier subcontractor with a written statement indicating that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work on the project. A subcontractor who fails to comply with this subsection (1.13(B)2(a)) is in violation of this Act.
  - 3. The City shall also require in all subcontractor's bonds that the subcontractor include such provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract or other written instrument. All specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract.
  - 4. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the subcontractor, of the revised rate.
  - 5. It shall be mandatory upon the project manager to whom a contract for public works is awarded to post, at a location on the project site of the public works that is easily accessible to the workers engaged on the project, the prevailing wage rates for each craft or type of worker or mechanic needed to execute the contract or project or work to be performed. In lieu of posting on the project

site of the public works, a contractor which has a business location where laborers, workers, and mechanics regularly visit may:

- a. Post in a conspicuous location at that business the current prevailing wage rates for each county in which the contractor is performing work; or
  - b. Provide such laborer, worker, or mechanic engaged on the public works project a written notice indicating the prevailing wage rates for the public works project. A failure to post or provide a prevailing wage rate as required by this Section is a violation of this Act.
6. Payroll
- a. Subcontractors shall make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day; and
  - b. Submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records identified in paragraph (a) of this subsection (6), but may exclude the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that: 1) such records are true and accurate; 2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and 3) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.
  - c. A subcontractor is not prohibited from relying on the certification of a lower tier subcontractor, provided the subcontractor does not knowingly rely upon a lower tier subcontractor's false certification.
  - d. Any subcontractor subject to this Act who fails to submit a certified payroll or knowingly files a false certified payroll is in violation of this Act and guilty of a Class B misdemeanor.
  - e. The public body in charge of the project shall keep the records submitted in accordance with this paragraph (1.13 (B)6(b)) for a period of not less than 3 years. The records submitted in accordance with this paragraph shall be considered public records, except an employee's address, telephone number, and social security number, and made available in accordance with the Freedom of Information Act. The public body shall accept any reasonable submissions by the contractor that meet the requirements of this Section.
7. Upon 7 business days' notice, the subcontractor shall make available for inspection the records identified in paragraph (6) of subsection (1.13(B)) to the public body in charge of the project, its officers and agents, and to the Director of Labor and his deputies and agents. Upon 7 business days' notice, the subcontractor shall make such records available at all reasonable hours at a location within this State.
8. The City may require proof of payment of fringe benefits into a US Department of Labor approved plan.
- C. It is the responsibility of the subcontractor to check with the Illinois Department of Labor for the most up to date wages for the month in which the work has taken place and to pay accordingly. For more 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>.

#### 1.14 NOTICE TO SUBMITTERS - FEDERAL REQUIREMENTS

- A. The funding for the Agreement is provided in whole or in part from grants awarded by one or more Departments or Agencies of the Federal Government. Pursuant to said grant(s), Subcontractor is required to comply with (and to incorporate into its agreements with any lower tier subcontractors) all of the following provisions in the performance of the Agreement.
- B. In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

- C. Subcontractor shall abide by all applicable rules, orders and regulations as set forth by the City of Joliet and the United States Department of Housing and Urban Development (HUD) for projects assisted under a program providing direct federal financial assistance. This includes Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) and the Americans with Disability Act (P.L. 101-336, 42 U.S.C. 12101-12213).
- D. Subcontractor will comply with all applicable standards, orders, or requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).
- E. Subcontractor will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
- F. Subcontractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5).
- G. Subcontractor will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857 (h-4)) (transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 32). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- H. Subcontractor will provide access to the City of Joliet, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Subcontractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
  - 1. Subcontractor will retain all required records for three years after Owner makes final payments and all other pending matters are closed.
- I. Subcontractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871)
- J. The Subcontractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Agreement, including, but not limited to those regulations and requirements set forth in 48 CFR Part 27. Any discovery or invention that arises during the course of this Agreement shall be immediately (within two months of discovery) reported to the City's project manager. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.
- K. The Subcontractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 28 CFR Part 66.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a Subcontractor purchases ownership with grant support."
- L. Subcontractor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- M. By entering into this contract, the Subcontractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subcontractor's firm is a person or firm ineligible to be awarded Government contracts, HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
  - 1. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract, HUD contract or participate in HUD programs pursuant to 24 CFR Part 24.

2. The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U. S. C., “Federal Housing Administration transactions”, provides in part “Whoever, for the purpose of ... influencing in any way the action of such Administration ... makes, utters or publishes any statement, knowing the same to be false ... shall be fined not more than \$5,000 or imprisoned not more than two years, or both.”

#### 1.15 NOTICE TO BIDDERS – SECTION 3 COMPLIANCE

##### A. SECTION 3 CLAUSE

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
3. If applicable, the Subcontractor agrees to send to each labor organization or representative of workers with which the Subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subcontractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The Subcontractor agrees to include this section 3 clause in every lower tier subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the lower tier subcontractor is in violation of the regulations in 24 CFR Part 135. The Subcontractor will not subcontract with any lower tier subcontractor where the Subcontractor has notice or knowledge that the lower tier subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. The Subcontractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Subcontractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Subcontractor's obligations under 24 CFR Part 135.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
8. The selected subcontractor will provide certification on forms provided by the City that the contract has complied with Section 3 requirements.

**B. PREFERENCE GIVEN TO SECTION 3 RESIDENTS AND SECTION 3 BUSINESS CONCERNS**

1. As indicated in Title 24 of the Federal Regulations, Chapter 1, Section 135, Subpart B, Sec. 135.36, Recipients, subcontractors shall direct their efforts to award section 3 covered contracts, to the greatest extent feasible, to section 3 business concerns in the order of priority provided below:
  - a. Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or neighborhood in which the section 3 covered project is located (category 1 businesses); and
  - b. Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);
  - c. Other section 3 business concerns.
2. Eligibility for preference. A business concern seeking to qualify for a section 3 contracting preference shall certify or submit evidence, that the business concern is a section 3 business concern as defined in Sec. 135.5.
3. A section 3 business concern shall comply with all other requirements of Subcontractors as outlined in the Project Documents.
4. This Section provides specific procedures that will be followed for implementing the section 3 contracting preference:
  - a. Quotes shall be solicited from all businesses (section 3 business concerns, and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive quote if that quote—
    - 1) Is not more than ``X" higher than the total quote price of the lowest responsive quote from any responsible bidder. ``X" is determined as follows:  
x=lesser of:
      - (1) When the lowest responsive quote is less than \$100,000; 10% of that quote, not to exceed \$9,000.
      - (2) When the lowest responsive quote is at least \$100,000, but less than \$200,000; 9% of that quote, not to exceed \$16,000.

**C. SECTION 3 RESIDENT**

1. A "section 3 resident" is: 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area in which the Section 3 covered assistance is expended.

**D. SECTION 3 BUSINESS CONCERN**

1. Section 3 business concern means a business concern, as defined in this section—
  - a. That is 51 percent or more owned by section 3 residents; or
  - b. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
  - c. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."

- E. The selected bidder will be required to furnish a list of all personnel working on the project, including their date of hire or call back date, within 7 days of Notice of Award.

**1.16 NOTICE TO BIDDERS - ETHICS ORDINANCE**

- A. 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 Subcontractor's participation or encouragement in the violation of the Ethics Ordinance may result in the rejection of a quote, termination of contract, or declaration of ineligibility to quote on future contracts. A copy of the Ethics Ordinance is available in the City Clerk's office for your review.

#### 1.17 QUOTE OPENING

- A. Quotes will be opened publicly immediately after time for receipt of Quotes. Bidders may be present.

#### 1.18 DURATION OF OFFER

- A. Quotes shall remain open to acceptance and shall be irrevocable for a period of 60 days after quote closing date.

#### 1.19 ACCEPTANCE OF OFFER

- A. The contract will be awarded to the lowest responsible bidder, or any other bidder determined by the Mayor and City Council to be in the best interest of the City.
- B. The City reserves the right to reject any or all quotes or to waive any non-conformity in quotes received whenever such rejection or waiver is in the best interests of the City.
- C. The City also reserves the right to reject the quote of a bidder that has previously failed to satisfactorily perform a contract, has not completed contracts on time, or that the City determines is not able to timely perform the contract in a satisfactory manner.
- D. In determining responsibility, the following qualifications will be considered by the City:
  - 1. The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
  - 2. Whether the bidder can perform the contract or provide service promptly, or within the time specified, without delay or interference;
  - 3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
  - 4. The quality of performance of previous contracts or services;
  - 5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
  - 6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
  - 7. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
  - 8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

END OF DOCUMENT

QUOTE FORM

To: City of Joliet

Project: **N3 - EX** Subcontract for EXCAVATION for the New Construction of a Single-Family Residence.

Date: \_\_\_\_\_

Submitted by: \_\_\_\_\_

(full name and address) \_\_\_\_\_

**CONTRACTORS CAN BID ONE, TWO, OR ALL ADDRESSES**

1.1 OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders, Bid Documents and Contract Documents prepared by the City of Joliet for the above mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work:

**(Subcontract A) ADDRESS IDENTIFIED AS 1414 WOODRUFF AVENUE** for the Contract Sum of:

\$ \_\_\_\_\_ dollars, in lawful money  
of the United States of America.

**(Subcontract B) ADDRESS IDENTIFIED AS 1317 DEMMOND STREET** for the Contract Sum of:

\$ \_\_\_\_\_ dollars, in lawful money  
of the United States of America.

**(Subcontract C) ADDRESS IDENTIFIED AS 1102 ANTRAM STREET** for the Contract Sum of:

\$ \_\_\_\_\_ dollars, in lawful money  
of the United States of America.

We have included the required security as required by the Instructions to Bidders.

All applicable taxes are included in the Bid Sum.

**CHECK ALL THAT APPLY**

\_\_\_\_\_ **WE ARE SUBMITTING THIS BID AND REQUESTING ELIGIBILITY FOR CONTRACTING PREFERENCE UNDER SECTION 3 GUIDELINES AS PER SECTION 02 21 13 INSTRUCTIONS TO BIDDERS, 1.15 (B):**

\_\_\_\_\_ **WE ARE SUBMITTING THIS BID AS A NON-SECTION 3 BUSINESS CONCERN.**

1.2 ADDENDA

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

- 1. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_
- 2. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

1.3 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for sixty (60) days from the bid closing date.

- B. If this bid is accepted by the Owner within the time period stated above, we will:
  - 1. Execute the Agreement within seven (7) days of receipt of Notice of Award.
  - 2. Commence work within fifteen (15) days after written Notice to Proceed.

1.4 CONTRACT TIME

- A. If this bid is accepted, we will:
  - 1. Complete the Work within the time frame indicated in the Project Documents.

1.5 APPENDICES

- A. If applicable, contractor Section 3 Certification is appended hereto or on file with the City.
- B. Affidavits are appended hereto and identified as Appendix A.
- C. Contractor Eligibility Verification is appended hereto and identified as Appendix B.

1.6 BID FORM SIGNATURES

The Corporate Seal of

\_\_\_\_\_  
(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

\_\_\_\_\_  
(Authorized signing officer Title)

(Seal)

If the bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

Contact Person for Bidder's Company \_\_\_\_\_

Phone Number \_\_\_\_\_

FAX Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

END OF DOCUMENT

**AGREEMENT**

**THIS AGREEMENT**, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_(hereinafter called the "Contractor") having a principal place of business located at, \_\_\_\_\_ and the City of Joliet, a municipal corporation (hereinafter called the "Owner" or the "City").

**RECITALS**

**WHEREAS**, the work described in Section 1 below shall be performed in accordance with all plans, specifications and other contract documents attached to or incorporated into the contract for the project known as: Construction of a Single-Family Residence at

\_\_\_\_\_, Joliet, IL 60432.

**SECTION 1:** Subcontractor agrees to furnish all labor, materials, equipment and other facilities required to complete the following work: EXCAVATION for the New Construction of a Single-Family Residence.

**WHEREAS**, in consideration of the mutual promises of the parties set forth in the Contract Documents, the City agrees to pay for the work as set forth in the Contract Documents.

The Contract Documents shall consist of the general conditions and references contained herein, and the following listed documents which are made part of this agreement as if recited at length herein:

- 1) **List of Drawings (00 01 15)**
- 2) **Invitation to Submit Quote (00 11 16)**
- 3) **Instruction to Bidders (00 21 13)**
- 4) **Quote Form (00 41 13)**
- 5) **Supplementary Conditions (if any, 00 73 13)**
- 6) **Addenda (if any, 00 91 13)**
- 7) **Divisions 01-39 of the Specifications**
- 8) **Appendix A – Affidavits**
- 9) **Appendix B – Contractor Certification**
- 10) **Appendix C – Will County Prevailing Wages**
- 11) **Exhibit A – Certification of Section 3 Business Concern (if applicable)**
- 12) **Certificate of additional insurance**

**THIS SECTION  
INTENTIONALLY  
LEFT BLANK**

IN WITNESS WHEREOF, *the Owner and the Contractor have executed this Agreement as of the date hereinabove first stated.*

**THE CITY OF JOLIET, ILLINOIS**

**CONTRACTOR**

**BY:** \_\_\_\_\_  
Jeffrey Sterr  
Property Maintenance Coordinator

\_\_\_\_\_  
Print Name of Contractor

**DATE:** \_\_\_\_\_

**BY:** \_\_\_\_\_

\_\_\_\_\_  
Print Name

**ATTEST:**  
\_\_\_\_\_  
Alfredo Melesio  
Director, Neighborhood Services

**DATE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**APPROVED AS TO FORM:**  
\_\_\_\_\_  
Martin Shanahan  
Corporation Counsel

END OF DOCUMENT

SUPPLEMENTARY CONDITIONS

1.1 SUPPLEMENTARY CONDITIONS

- A. These Supplementary Conditions modify the General Conditions of the Contract for Construction and other provisions of the Contract Documents as indicated below. All provisions which are not so modified remain in full force and effect.

1.2 BUILDER'S RISK PROPERTY INSURANCE

- A. The City will provide its standard builder's risk property insurance, subject to the deductibles, terms and conditions, exclusions, and limitations as contained in the provisions of the policy. A copy of the City's standard builder's risk property insurance policy is available at the City's Risk Management office. The proceeds under such insurance policies taken out by City insuring the Work and materials will be payable to the City and the Contractor as their respective interests, from time to time, may appear. Contractor shall be responsible for the deductible amount in the event of a loss to the Contractor. In addition, nothing in this Article shall be construed to relieve Contractor of full responsibility for loss of or damage to materials not incorporated in the Work, and for Contractor's tools and equipment used to perform the Work, whether on the Project site or elsewhere, or to relieve Contractor of its responsibilities referred to under this Article. Materials incorporated in the Work, as used in this Article, shall mean materials furnished, installed and accepted by the City.

END OF DOCUMENT

## GENERAL CONDITIONS

01 00 00

### ARTICLE 1

#### CONTRACT DOCUMENTS

##### 1.1 DEFINITIONS

**Accumulated retainage** is released to Contractor on satisfactory completion of the work.

**Addenda** means anything that modifies, interprets, deletes, clarifies, corrects or adds to either this contract or to documents incorporated by reference into this contract and which become part of this Agreement when approved by all parties.

**Beneficial Occupancy** refers to Owner's use of the project premises after Substantial Completion but prior to Final Completion. Beneficial Occupancy may occur when the project or some portion is sufficiently complete and systems operational such that the Owner could, after obtaining necessary approvals and certificates, occupy and utilize the space for its intended purpose. The time limit for warranties applicable to that portion of the Work begin on the date the Owner begins Beneficial Occupancy, unless otherwise specified in this Agreement.

**Bid** refers to a document that offers to perform a specific job at a specific price within a certain amount of time.

**Bidder** means the person or organization submitting a quote.

**Bond** means the security offered by a licensed surety company which may be used to satisfy a claim of failure to perform obligations undertaken in this Agreement.

**Calendar Day** means any day shown on the calendar beginning at midnight and ending at midnight the following day. Contrast the term Work Day which excludes Saturdays, Sundays and state-recognized holidays.

**Change Order** is a written modification of the Contract Price (including all claims for direct, indirect and consequential damages and costs of delay), Time for Completion, and Scope of Work under this Agreement. A Change Order, once signed by all parties, is incorporated into and becomes a part of the Contract Documents.

**Claim** means a demand or assertion by one of the parties to this Agreement seeking, as a matter of right, modification, adjustment or interpretation of contract terms, payment of money, extension of time or other relief.

**Code Requirements** means all laws, statutes, regulations, building codes, ordinances, rules, and lawful orders of all public authorities having jurisdiction over Owner, Contractor, any subcontractor, the Project, the Job Site, the Work, or the prosecution of the Work.

**Contract Completion Date** means the day by which the Work must be substantially complete.

**Contract Documents** are this Agreement and all documents incorporated by reference into this Agreement.

**Contract Price** is the amount which will become due in exchange for work performed under this Agreement. Contract Price includes allowances for purchased materials and equipment and may be modified by a Change Order or contract modification. The Contract Price may be paid in one or more installments, including an Initial Payment at or before the start of work, Progress Payments as work is completed, and a Final Payment on final acceptance of the work. Payment Period is the time elapsed between applications for progress payments or prior to the first application for progress payment.

**Contract Schedule** is a graphical representation of a practical plan to complete Work within the Contract

Time.

**Contract Time** means the period between Date of Commencement and the date of Substantial Completion.

**Contractor or General Contractor:** For the purposes of this contract the same as OWNER.

**Defective Work** means construction done under this Agreement that is unsatisfactory, faulty, omitted, incomplete, deficient, or does not conform to the requirements of the Contract Documents, directives of Owner's Representative, or the requirements of an inspection, reference standard, test, or approval specified in the Contract Documents.

**Design Professional** means the person, organization or authorized representative who is responsible to the Owner for design of the Project through preparation of Drawings and Specifications. The term Design Professional may refer to an architect, designer, engineer or landscape architect.

**Designated Utilities:** means any underground or overhead line, system or facility used for producing, storing, conveying, transmitting, or distributing communication, electricity, gas, petroleum, petroleum products, hazardous liquids, water, steam or sewerage, including storm drainage, that services the property

**Drawings** (also called plans or prints) are scale representations of the shape, location, character and dimensions of Work to be completed under this contract. Drawings include plan views, elevation views, transverse and longitudinal sections, large and small scale sections and details, isometrics, diagrams, schedules, tables, data and pictures which depict the completed Project. A group of drawings adequate to complete construction of the Project may be referred to as a plan set. Drawings can be either paper or electronic media.

**Dust** shall mean airborne particulate matter that is associated with or results from the Subcontractor's activities.

**Emergency** means an unforeseen event, combination of circumstances, or a resulting state that poses imminent danger to health, life or property.

**Extra Work** means any change, interpretation, clarification or correction in the Contract Documents or in applicable law, ordinance or regulation which would increase or decrease the quantity of work, delay, suspend or interfere with the work, require an addition to or omission from the work, change the character, quality or nature of any part of the work or material used in the work, change levels, lines, positions or dimensions of any part of the work, require demolition or removal of any work completed under this Agreement, extend or amend the normal work day, alter the construction schedule or require completion of any part of the work at a time other than provided by this Contract when originally made.

**Final Completion** is the date of Owner's acceptance of the Work as fully performed according to the Contract Documents.

**Final grade** The approximate existing elevation of the ground surrounding a basement.

**Furnish** means to supply and deliver to the job site unload, inspect for damage.

**Hazardous Materials** means radioactive materials, asbestos, polychlorinated biphenyls, petroleum, crude oil, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, and toxic substances which are restricted, prohibited, or regulated by any agency of government in the manufacture, use, maintenance, storage, ownership or handling.

**Indemnification** Financial compensation intended to restore someone to their condition before a loss or damage.

**Inspection** is any review of the Project, including a visual review of the Work completed to ascertain compliance with Contract Documents, building codes and construction standards.

**Install** means to secure in position in compliance with the Contract Documents and includes unloading

materials, supplying all necessary equipment and rigs to do the work and performing functional tests which demonstrate fitness for the intended purpose.

**Job Site** is the address or location of the Project.

**Law** means federal or state statutes, municipal ordinances, building codes, regulations adopted pursuant to statute, executive orders, official interpretations, and other rules and directives issued by government.

**Local Building Code** The City of Joliet building code, including all amendments thereto, as adopted and in force on the date of the awarding of the contract.

**Lower tier subcontractor** is any person or business entity under contract to a subcontractor or any lower tier subcontractor to perform some portion of the work subcontractor is obligated to complete under a contract with the prime contractor. Lower tier subcontractors are independent contractors performing services for another contractor rather than for the prime contractor. A person or organization providing supplies or materials for the Project but no job site labor is not a Lower tier subcontractor.

**Material Supplier** means any manufacturer, fabricator, distributor, materialman or vendor who provides material for the Project but does not provide on-site labor.

**Material:** Article, item, material, or supply consumed or used in a construction project and incorporated in the constructed building or structure. See Products.

**Modification** is a written amendment to the Contract signed by both parties.

**Non-Conforming Work** is any task or installed material which is inconsistent with requirements of the Contract Documents.

**Overall Allowance:** Where allowances are specified, overall allowance is the average cost per unit.

**Party** (to this contract) means a person or business organization which has an obligation to perform under the terms of this contract.

**Plans** (also called drawings or prints) are scale representations of the shape, location, character and dimensions of Work to be completed under this contract. Plans include plan views, elevation views, transverse and longitudinal sections, large and small scale sections and details, isometrics, diagrams, schedules, tables, data and pictures which depict the completed project. A group of plans adequate to complete construction of the Project may be referred to as a plan set. Plans can be either paper or electronic media.

**Products** mean new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse. The Subcontractor warrants to the Owner that all materials and equipment incorporated in the work will be new, unless otherwise specified, and that the work will be of good and workmanlike quality, free from faults and defects.

**Project Manager:** Designated City of Joliet representative.

**Project** means Work to be completed in accord with the Contract Documents. Work at the Job Site may include other projects to be completed by the Owner or other contractors working under other agreements. Also the same as Project – Subcontract.

**Provide** means furnish and install and includes connecting, testing, and placing in service for the intended use.

**Punch List** is a comprehensive list of incomplete, defective or incorrect Work yet to be completed or which does not comply with Contract Documents. A Punch List may be prepared by the Contractor, Subcontractor, Design Professional or Owner. An initial Punch List will be prepared before application for Substantial Completion. A Close-out Punch List will be prepared before Final Completion.

**Quote** refers to a document that offers to perform a specific job at a specific price within a certain amount of time. See Bid.

**Remove:** To remove an item or structure completely, including sealing off any attachments and repairing as necessary the structure left behind. Materials, equipment, and systems scheduled for removal shall be legally disposed of.

**Repair:** To repair an existing item or structure to its proper condition and operation.

**Replace:** To remove an existing item or structure and provide and install a new item or structure in its place that performs the same function.

**Requirements** means, in addition to obligations, responsibilities and limitations set out in the Contract Documents, the obligations, responsibilities and limitations imposed by law, rules, orders, ordinances, regulations, statutes, codes and executive orders of governmental authorities or fire rating bureaus.

**Retainage** is a portion of each progress payment temporarily held back or retained by the owner.

**Sample** means a physical example of material, equipment or workmanship intended to be representative of some portion of the Work. When approved, samples establish standards for completion of similar work on the Project.

**Schedule of Values** means the detailed breakdown of cost of materials, equipment and labor necessary to complete the Project as described in the Contract Documents.

**Scope of Work** means the Work as defined by the Contract Documents.

**Separate Contractor** means a person or firm working under a different contract but on the same site and at the same time as work will be done under this contract.

**Shop Drawings** are diagrams, illustrations, pictures, schedules, performance charts, layouts, schematics, descriptive literature, schedules, performance and test data, and other data which are prepared by the Subcontractor or a Sub-subcontract, manufacturer, supplier or distributor, and which illustrate or describe some portion of the Work to be completed in compliance with the Contract Documents. Once submitted to the approval authority and approved, Shop Drawings establish standards for completion of work on Project.

**Similar** means having a like kind, quality and characteristics. Similar is not to be construed as meaning identical or by the same manufacturer.

**Specifications** (also called specs) are the part of the Contract Documents which provide descriptions of materials, equipment, construction systems, technique and workmanship to be used on the Project. Specifications are both instructions to be followed by the Subcontractor and Lower tier subcontractors and a reference for the Building Official to evaluate code compliance.

**Subcontract** is a written agreement between a specialty contractor and General Contractor. Terms of the subcontract require the specialty contractor to complete some portion of the work General Contractor is obligated to perform under another agreement, usually with the Owner.

**Subcontractor** is any person or business entity under contract to a general contractor to perform some portion of the work general contractor is obligated to complete under a contract with the Owner. Subcontractor is an independent contractor performing services for another contractor rather than for the Owner. A person or organization providing supplies or materials for the Project - Subcontract but no job site labor is not a Subcontractor.

**Submittals** demonstrate the way by which the Subcontractor proposes to conform to the requirements of the Contract Documents. Submittals are shop drawings (diagrams, illustrations, pictures, schedules, performance charts, layouts, schematics, descriptive literature, schedules, performance and test data, and other data) required by the Contract Documents which are prepared by or for the Contractor to depict some portion of the Work. Submittals are delivered to the Contractor for approval or disapproval by the Contractor prior to purchase or installation.

**Substantial Completion** means the Project or a designated portion of the Project is nearly in compliance with the Contract Documents and is sufficiently complete to be considered fully operational in all its components and is fit for the intended use. Substantial Completion is reached when a limited number of non-conforming or defective items on a Punch List remain to be completed. Normally, work is substantially complete when (1) all equipment and materials are installed and in acceptable working condition and when (2) additional activity by the Subcontractor to correct the items on the Punch List will not prevent or disrupt intended use of the facility or other construction activities.

**Sub-subcontract** is a written agreement between a specialty contractor and subcontractor. Terms of the sub-subcontract require the specialty contractor to complete some portion of the work Subcontractor is obligated to perform under another agreement, usually with the General Contractor.

**Superintendent** is the representative of the Contractor at the job site who is authorized to receive instructions from the Owner or Owner's Representative and who is authorized to direct the performance of work on behalf of the Contractor.

**Surety** means any qualified individual, firm or corporation other than the Contractor, which executes a bond to insure its acceptable performance of the contract.

**Tier** refers to the contractual level of a person or business organization doing work on the Project. A first tier subcontractor has a contract with the owner. A second-tier subcontractor has a contract with another subcontractor but not with the owner.

**Time for Completion** is the Contract Time, the period between Date of Commencement and the date of Substantial Completion. The Notice to Proceed usually states a Contract Completion Date based on the Time for Completion.

**Work Day** means any day, excluding Saturdays, Sundays and state-recognized holidays, shown on the calendar beginning at midnight and ending at midnight the following day.

**Work** means all labor, material, equipment, tools, transportation, permanent and temporary utilities, connections, provisions for safety and management services required to complete the Project in compliance with the Contract Documents. Work may constitute the whole or a part of the Project. Work is to be performed in a safe, expeditious, orderly and professional manner in keeping with current standards of the industry. Work includes everything that is or should be evident to a skilled construction professional after careful examination of the Contract Documents and the Job Site.

## 1.2 CONTRACT DESCRIPTION AND INTENT

1.2.1 The Contract Documents consist of the Invitation to Submit Quotes, Instructions to Submitter, Subcontractor's Quote Form, Owner-Subcontractor Agreement, The Conditions of the Contract (General and other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is a (1) a written amendment to the Contract signed by both parties, or (2) a Change Order.

1.2.2 The work shall be completed totally conforming to the specifications herein.

1.2.3 The intent of this contract is to provide for the proper execution and completion of the Work described herein. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results.

1.2.4 All work will be performed in compliance with the current City of Joliet building codes and the Contract Documents. Full compliance with the Contract Documents is required unless noted by written instrument executed by both the Owner and the Subcontractor. Where there is any discrepancy between City Building Codes and the Contract Documents, the stricter interpretation shall prevail.

1.2.5 Where there is any discrepancy between contract documents, the stricter interpretation shall prevail.

### 1.3 SPECIFICATION CONVENTIONS

- 1.3.1 These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Subcontractor, unless specifically noted otherwise. The words “shall be” are included by inference where a colon (:) is used within sentences or phrases.

### 1.4 REFERENCED ORGANIZATIONS

AAMA American Architectural Manufacturers Association  
AAMA Architectural Aluminum Manufacturers Association (ref in Section 08)  
AATCC American Association of Textile Chemists and Colorists  
ACI American Concrete Institute  
ADA Americans with Disabilities Act  
ASHRAE American Society of Heating, Refrigerating and Air-Conditioning Engineers  
ANSI American National Standards Institute  
APA/EWA APA-The Engineered Wood Association  
ASME American Society of Mechanical Engineers  
ASSE American Society of Safety Engineers  
ASTM ASTM International  
AWI Architectural Woodwork Institute  
CRI The Carpet and Rug Institute  
DASMA Door and Access Systems Manufacturers Association International  
DOC US Department of Commerce, American Softwood Lumber Standard  
GA Gypsum Association  
GS Green Seal  
HPVA Hardwood Plywood and Veneer Association  
HVI Home Ventilating Institute  
IICRC Institute of Inspection, Cleaning and Restoration Certification  
NEMA National Electrical Manufacturers Association  
NFPA National Fire Protection Association  
NWWDA National Wood Window and Door Association  
RFCI Resilient Floor Covering Institute  
SMACNA Sheet Metal and Air Conditioning Contractors' National Association  
SCAQMD South Coast Air Quality Management District  
TAPPI Technical Association of the Pulp and Paper Industry  
TCA Tile Council of North America  
UL Underwriters Laboratories Inc.  
WDMA Window and Door Manufacturers Association  
WM Moulding & Millwork Producers Association (Wood Moulding Design Standard)  
WWPA Western Wood Products Association

## **ARTICLE 2**

### OWNER

#### 2.1 OWNER

- 2.1.1 The City of Joliet, Neighborhood Services Division will be the interpreter of the requirements of the Contract Documents. It will have the authority to reject work which does not conform to the Contract Documents and to require that rejected work be corrected at the expense of the Subcontractor and without an extension of the completion deadline. It will make decisions on all claims and disputes and such decisions will be binding on both parties.
- 2.1.2 The Owner may order Changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be

executed under the applicable conditions of the Contract Documents.

- 2.1.3 If the Subcontractor fails to correct defective Work as required or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by written notice, may order the Subcontractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

## 2.2 PRECONSTRUCTION MEETINGS

- 2.2.1 Prior to the start of construction, Subcontractor and Owner shall hold a pre-construction conference to identify:
  - 2.2.1.1 The people who will be involved in construction of the Project - Subcontract, their chain of authority, addresses, telephone numbers, fax numbers and email addresses to be used when requesting information or giving notices;
  - 2.2.1.2 The proposed construction Schedule;
  - 2.2.1.3 Procedures for approving Shop Drawings, product data and Submittals;
  - 2.2.1.4 Procedures for handling Change Orders;
  - 2.2.1.5 Construction Site Requirements such as dust and erosion control, storm water management, Project signs, clean up and housekeeping, temporary facilities, utilities, security, and traffic;
  - 2.2.1.6 Safety Requirements and procedures;
  - 2.2.1.7 Quality control, testing, Inspections and notice Requirements;
  - 2.2.1.8 Inspection procedures; and
  - 2.2.1.9 The handling of payment requests.

## 2.3 CONSTRUCTION HEAT, ELECTRICITY, AND WATER

- 2.3.1 The Owner shall permit the Subcontractor to use at no cost existing heat, electricity, and water as reasonably necessary to complete the work.
  - 2.3.1.1 New Construction Only: Subcontractor is responsible for providing temporary power until permanent utilities are installed.

### **ARTICLE 3**

#### SUBCONTRACTOR

### 3.1 SUBCONTRACTOR

- 3.1.1 The Subcontractor shall supervise and direct the work with reasonable professional skill. The Subcontractor shall be solely responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract.
- 3.1.2 The Subcontractor shall coordinate scheduling, submittals, and Work of various sections of specifications to ensure efficient and orderly sequence of installation of interdependent construction elements.
- 3.1.3 Quality Control
  - 3.1.3.1 The Subcontractor warrants to the Owner that all work will be of good and workmanlike quality, free from faults and defects.
  - 3.1.3.2 Monitor quality control over site conditions and workmanship to produce Work of specified quality.
- 3.1.4 Work By Subcontractor's Own Forces
  - 3.1.4.1 All site work listed in the contract documents shall be performed by the subcontractor's own forces or, upon prior approval by the City of Joliet, Illinois, by a bonafide lower tier

subcontractor.

- 3.1.4.2 Employment and training of apprentices shall be in accord with apprentice agreements under which each apprentice is training. Every apprentice shall be paid the wage appropriate for the craft or trade under which the apprentice is indentured. Subcontractor or any Lower tier subcontractor employing an apprentice shall hold a certificate approving Subcontractor or the Lower tier subcontractor for employment and training of apprentices. Subcontractor and any Lower tier subcontractor shall comply with any limitation on the number of apprentices or the ratio of apprentices to journeymen who may be employed in the craft or trade on the Work.
- 3.1.5 Subcontractor will ensure that personnel will be furnished and required to use safety equipment complying with OSHA standards, including hard hats, safety glasses with permanently attached side shields, body harnesses with shock cord lanyard, steel toe work boots, and appropriate protective equipment and clothing. Any employee who refuses to comply with OSHA standards shall be barred from the Job Site at the discretion of Owner.
- 3.1.6 Tolerances
  - 3.1.6.1 Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate.
  - 3.1.6.2 Comply fully with manufacturer's tolerances.
- 3.1.7 The Subcontractor (and lower tier subcontractors) shall not assign this Agreement without the prior written consent of the City.
- 3.1.8 Cutting and Patching
  - 3.1.8.1 The Subcontractor shall be responsible for all cutting, fitting, or patching that may be required to complete the Work or to make its several parts fit together properly.
  - 3.1.8.2 The Subcontractor shall employ skilled and experienced installer to perform cutting and patching of streets and other public right-of-ways.
- 3.1.9 The public right-of-way adjacent to any construction site under this contract shall at all times be kept free of materials or debris resulting from the subcontractor's operations.
- 3.1.10 During the winter season the subcontractor shall also, during the life of this contract, keep all public sidewalks adjacent to the contract site free from snow and ice as required by City Ordinance.
- 3.1.11 Public streets, alleys, or other thoroughfares anywhere in the City, used by the subcontractor in carrying out this contract, shall at all times be kept free of litter attributable to him, and his trucks or other vehicles shall be so loaded and equipped as to prevent leakage, blowing off, or other escape of any portion of whatever is being hauled. Any cost incurred by the City of Joliet, Illinois, in cleaning up such litter will be charged to the subcontractor and shall be deducted from funds due or to become due him under this contract.
- 3.1.12 Progress Cleaning and Waste Removal
  - 3.1.12.1 Subcontractor shall perform its Work as herein required so that the premises shall be free of waste materials, neat, orderly and free from debris and rubbish at all times. Upon termination or completion of its Work Subcontractor agrees to remove all unused materials and all equipment, utilities and facilities furnished by Subcontractor, to clean up all refuse and debris, and to leave the premises clean, orderly and in good condition. Upon twenty four (24) hours written notice of failure to comply with these provisions, the Contractor may elect to perform such cleanup of the Subcontractor's refuse, debris, etc., as the Contractor reasonably deems necessary and the cost of the same will be charged to Subcontractor.
- 3.1.13 The Subcontractor is prohibited from using any part or area of land or parcels outside of the actual contract site or sites for his operations, for storage of material or equipment, or for disposal of waste or for any other purposes without consent of the City of Joliet, Illinois.

### 3.1.14 Final Cleaning

- 3.1.14.1 Execute final cleaning prior to final inspection.
- 3.1.14.2 Clean Site of rubbish, waste material, litter, salvaged materials, and foreign substances.
- 3.1.14.3 Sweep areas broom clean.
- 3.1.14.4 Remove tools, temporary construction, equipment, machinery, and surplus material from Site.

## 3.2 CONSTRUCTION PERMITS

- 3.2.1 Subcontractor is required to obtain applicable construction permits before any work is started. The cost of the permits will be waived.

## 3.3 SALES TAX

- 3.3.1 Sales to the City of Joliet are exempt from State and local retailers' occupation tax, State and local Service Occupational Tax, use tax, and Service Use Tax pursuant to Rule No. 40 of the Illinois Retailers Occupation Tax Rules issued April 15, 1965. Our Tax Exemption Identification No. is E9992-5631-05.

## ARTICLE 4

### GENERAL CONSTRUCTION SPECIFICATIONS

#### 4.1 GENERAL UTILITIES

- 4.1.1 Owner has the responsibility of providing electrical utilities that service the property.

#### 4.2 WATER AND SEWER CONNECTIONS

- 4.2.1 Excavating Contractor is responsible for the excavating of water and sewer service.
- 4.2.2 Coordinate with the Plumbing Subcontractor for installation of water and sewer service lines to the structure.

#### 4.3 DUST CONTROL

- 4.3.1 Subcontractor shall execute work by methods to minimize generation of dust from construction activities. Fugitive dust control strategies shall be composed of a balance of available dust mitigation techniques applied on an as needed basis by construction site supervision to: prevent dust from exiting the Work zone; prevent visible emissions from exceeding air quality regulations; and prevent public nuisance.
- 4.3.2 Dust control shall include: wind breaks and barriers; frequent water applications; control of vehicle access; vehicle speed restrictions; covering of piles; use of gravel at site exit points to remove caked on dirt from tires and tracks; cleaning of equipment at the end of each work day and prior to site removal; sweeping of public thoroughfares, and work stoppage as necessary to maintain compliance with dust control requirements.
- 4.3.3 Prevent wind erosion and air pollution by wetting down, or applying other approved dust control measures to the Work Site. Subcontractor will control the generation of dust, which could violate State and local air pollution control standards or damage onsite/offsite facilities.

## ARTICLE 5

### SUBMITTALS

#### 5.1 PROJECT RECORD DOCUMENTS

- 5.1.1 Before Start of Work: Submit the following to the PROJECT MANAGER for review. No work shall begin until these submittals are returned with the Project Manager's approval.
  - 5.1.1.1 Schedule of Values: Submit schedule on AIA Form G703. Subcontractor's standard form or electronic media printout will be considered.
  - 5.1.1.2 Notices: Submit notices required by federal, state, and local regulations together with proof of timely transmittal to agency requiring notice.
  - 5.1.1.3 Permits: Obtain all building permits required for work.
  - 5.1.1.4 Licenses: Submit copies all state and local licenses and permits necessary to carry out the work of this Contract.
  - 5.1.1.5 Insurance: Submit all copies of required insurance with requested waivers.
  - 5.1.1.6 Provide copy of all lower tier subcontractor agreements.
- 5.1.2 Detailed sequence of work, with starting and ending dates for each activity.

## ARTICLE 6

### PAYMENTS AND COMPLETION

#### 6.1 APPLICATIONS FOR PAYMENT

- 6.1.1 Submit application on AIA Form G702 and G703 or other form as approved by Project Manager.
- 6.1.2 Subcontractor shall furnish, with each application for payment, executed waivers of liens from Subcontractor and each Lower tier subcontractor and Material Supplier to the Project - Subcontract in the amount of the application for payment.
- 6.1.3 Submit certified copies of payroll as required.
- 6.1.4 Payment Period: Monthly, unless otherwise specified.
  - 6.1.4.1 Payment made by the Owner shall not constitute acceptance or waiver of any defects in workmanship or materials that were not discovered by an inspection of the work prior to the approval of payment.
  - 6.1.4.2 Occupancy of non-conforming work shall not constitute acceptance and shall not relieve the Subcontractor of its responsibility to conform to the Contract Documents.
- 6.1.5 Retainage
  - 6.1.5.1 A sum equal to ten percent (10%) of the amount due the Subcontractor shall be withheld from each payment as retainage. Retainage held from the construction will become due and payable to the Subcontractor after final completion of all work under this Agreement if all conditions precedent to the receipt of payment as stated herein have been met.
- 6.1.6 The cost of work that is delayed for reasons beyond the Subcontractor's control will be escrowed. The amount escrowed will be one and one half (1-1/2) times the amount of work to be completed.
- 6.1.7 If the Owner does not pay the Subcontractor within seven days after the date established in the Contract Documents, then the Subcontractor may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing is received.

#### 6.2 GROUNDS FOR WITHHOLDING PAYMENT

- 6.2.1 Contractor may withhold payment while Subcontractor is in material breach of this contract.
- 6.2.2 Contractor may withhold payment due Subcontractor for Defective Work which has not been

corrected in compliance with terms of this agreement.

- 6.2.3 Contractor may withhold payment due Subcontractor on the filing of a legal Claim against Subcontractor by any third party if the Claim relates to the subject matter of this contract and (1) May result in a lien on the Project - Subcontract, or (2) May result in a judgment for damages against Owner. Filing of a legal Claim shall not constitute grounds to withhold payment if Subcontractor has insurance coverage which would prevent loss to Owner from the legal Claim made.
- 6.2.4 Contractor may withhold payment due Subcontractor for failure by Subcontractor to meet financial obligations to Lower tier subcontractors, tradesmen or Material Suppliers on the Project - Subcontract. Failure to meet financial obligations shall not constitute cause to withhold payment if Subcontractor has provided a Payment Bond from a licensed Surety, guaranteeing payment of Lower tier subcontractors, Material Suppliers, and tradesmen.
- 6.2.5 If Owner withholds any payment under terms of this agreement, Owner will notify Subcontractor in writing of the amount being withheld, the reason why payment is withheld, and what must be done to release the payment otherwise due.
- 6.2.6 Grounds entitling Owner to withhold certain amounts due Subcontractor under this agreement shall not relieve Owner from the obligation to pay Subcontractor other amounts then due and shall not relieve Owner of the obligation to pay in full when the reason for withholding payment no longer exists.

### 6.3 APPROVAL OF PROGRESS PAYMENTS

- 6.3.1 Subcontractor acknowledges that Owner may decline to approve the portion of any request for payment which includes: (1) Charges based on Defective Work not remedied, or (2) Work in dispute.
- 6.3.2 Subcontractor acknowledges that Owner may decline to approve all or any portion of a request for payment (1) After legal Claims related to Subcontractor have been filed and served on Owner or Owner, (2) After Subcontractor is delinquent paying Lower tier subcontractors, employees or Material Suppliers, (3) After failure of Subcontractor to make contributions required by state or federal Law or by collective bargaining agreements, (4) If it becomes apparent that the Work cannot be completed for the unpaid balance of the Contract Price or finished by the Contract Completion Date, (5) If Subcontractor is responsible for substantial damage to Work of Owner or a Separate Owner, or (6) If payment would exceed the total liability of Owner for the Project - Subcontract after deducting a reserve for liquidated damages reasonably expected.
- 6.3.3 Contractor may deduct from the amount due in the current pay period the value of Work approved in any previous pay period which was later found to be unacceptable or not in compliance with the Contract Documents.

### 6.4 PAYMENT FOR MATERIALS STORED OFF SITE

- 6.4.1 No application for payment shall include materials stored off site unless:
  - 6.4.1.1 Subcontractor has received written approval from Owner to store the materials or equipment off-site in advance of delivery; and
  - 6.4.1.2 A certificate of insurance is furnished by Subcontractor evidencing the property in question is covered by all-risk property insurance naming the materials or equipment stored and naming Owner as an insured party; and
  - 6.4.1.3 Contractor is provided with a detailed inventory of the stored materials or equipment; and
  - 6.4.1.4 The materials or equipment are clearly marked and identified and made available for Inspection and verification during normal business hours; and
  - 6.4.1.5 The materials or equipment are properly and safely stored, protected from weather, damage, vandalism and theft in a Bonded warehouse or a facility otherwise approved in advance by Owner; and

- 6.4.1.6 Subcontractor provides documentation of the purchase price and that Subcontractor can pass clear title to the materials or equipment upon payment by Owner; and
- 6.4.1.7 Subcontractor warrants that the materials and equipment shall not be moved from the approved storage location except to the Job Site.

## **ARTICLE 7**

### PROTECTION OF PERSONS AND PROPERTY

#### 7.1 SAFETY

- 7.1.1 Protect Work and existing facilities from unauthorized entry, vandalism, or theft.
- 7.1.2 Smoking is not permitted in the building. Designate area on site where smoking is permitted. Provide approved ashtrays in designated smoking areas.

#### 7.2 DELIVERY, HANDLING, STORAGE, AND PROTECTION

- 7.2.1 Deliver, handle, store, and protect Products in accordance with manufacturer's instructions.

#### 7.3 PROTECTING INSTALLED CONSTRUCTION

- 7.3.1 Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

#### 7.4 TEMPORARY SANITARY FACILITIES

- 7.4.1 Owner will provide and maintain required facilities and enclosures.

## **ARTICLE 8**

### INSURANCE

#### 8.1 SUBCONTRACTOR'S LIABILITY INSURANCE

- 8.1.1 The Subcontractor shall purchase and maintain minimum insurance coverage as specified and the Subcontractor will require any and all lower tier subcontractors performing work under this Agreement to also maintain such minimum insurance coverage. A certificate of insurance covering the term of this agreement shall be submitted to the city and such policies shall not be cancelled without prior notice to the City.
- 8.1.2 The insurance required by 8.1.1 shall be issued by companies with a Best rating A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's). Such insurance shall be written for not less than the following:
  - 8.1.2.1 Commercial Form General Liability Insurance-Limits of Liability
    - 8.1.2.1.1 The Subcontractor shall maintain during the life of this Agreement, comprehensive general liability insurance with minimum coverage per occurrence of \$1,000,000 bodily injury, death, or property damage.
    - 8.1.2.1.2 Exclusions relating to the Explosion, Collapse and Underground hazards shall be deleted.
    - 8.1.2.1.3 Coverage is to be written on an "occurrence" basis.
    - 8.1.2.1.4 Cover all claims arising out of the Subcontractor's operations or premises, Lower tier subcontractor's operations or premises, anyone directly or indirectly employed by the Subcontractor or Lower tier subcontractor, and the Subcontractor's obligations under indemnifications under this Contract.
  - 8.1.2.2 Comprehensive Automobile Liability:

- 8.1.2.2.1 Coverage to include all Owned, Hired, Non-owned vehicles, and/or trailers and other equipment required to be licensed.
- 8.1.2.2.2 The Subcontractor shall maintain during the life of this Agreement, comprehensive automobile liability insurance with minimum coverage Combined Single Limit of \$1,000,000.00
- 8.1.2.3 Umbrella:
  - 8.1.2.3.1 The Subcontractor shall maintain during the life of this Agreement, umbrella insurance with minimum aggregate coverage of \$1,000,000.00
- 8.1.2.4 Additional insurance required by Paragraph 8.1.1 shall be issued by companies that have a Best rating of B+ or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's). Such insurance shall be written for not less than the following:
  - 8.1.2.4.1 Worker's Compensation and Employee's Liability Insurance as required by the State of Illinois for all of the Subcontractor's employees at the site of the project and employer's liability of not less than \$500,000 per person.
- 8.1.3 The Subcontractor shall require any and all lower tier subcontractors performing work under this Agreement to similarly provide Worker's Compensation and Employee's Liability Insurance for all employees at the project site.
- 8.1.4 The City of Joliet, its officers and employees and HUD shall be named as additional insureds on a primary and non-contributory basis under all required policies of insurance.
  - 8.1.4.1 Nothing contained herein shall be construed as prohibiting the City, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions, or suits brought against them. The Subcontractor shall be liable for the costs, fees, and expense incurred in the defense of any such claims, actions, or suits.
- 8.1.5 An endorsement from the insurance carrier confirming the City of Joliet and HUD are additional insured, including the provision of legal representation in the defense of claims asserted against the City of Joliet or HUD.
  - 8.1.5.1 The policy shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the City. This provision shall also be stated on each Certificate of Insurance as "Should any of the above described policies be canceled before the expiration date, the issuing company will mail 15 days written notice to the certificate holder named to the left".
- 8.1.6 Neither the Subcontractor nor any lower tier subcontractor shall commence work under this Agreement until the insurance requirements of this Article have been met and a certificate of insurance from the Subcontractor and any lower tier subcontractors evidencing the required coverage has been provided to the City.

## 8.2 INDEMNIFICATION

- 8.2.1 The Subcontractor covenants, agrees and does hereby indemnify and hold harmless and defend the City of Joliet and its officers and employees, the United States Department of Housing and Urban Development and their agents and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this Agreement or the work to be performed hereunder. The Subcontractor hereby assumes all liability and responsibility for injuries, claims or suits for damages, to persons or property of whatsoever kind or character, whether real or asserted, occurring during the time the work is being performed and arising out of the performance of same. The Subcontractor shall also indemnify and hold harmless the Owner from and against any and all claims brought or asserted against the Owner in connection with the work.

### 8.3 CERCLA INDEMNIFICATION

- 8.3.1 The Subcontractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the City, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Subcontractor, both before and after its disposal.

## **ARTICLE 9**

### CHANGES IN THE WORK

#### 9.1 CHANGE PROCEDURES

- 9.1.1 The Owner may order Changes in the Work within the general scope of the Contract including changes in the Plans and Specifications and changes which add, delete or revise portions of the Work. Each change required by Owner shall be in the form of a written Change Order and shall result in a change in the Contract Price and the Contract Time, if any.
- 9.1.2 All such changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents.
- 9.1.3 Concealed Conditions
- 9.1.3.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within twenty days after the first observance of the conditions.
- 9.1.4 The Subcontractor may request Change Orders as approved by Project Manager.

#### 9.2 EXTRA WORK/CHANGE ORDERS

- 9.2.1 Changes in the Work required due to defects or inconsistencies in Plans or Specifications or other Contract Documents shall be considered Extra Work.
- 9.2.2 Any act, error, or omission by Owner or anyone acting on behalf of owner which increases the cost of completing the Work or delays the Contract Completion Date shall be considered Extra Work.
- 9.2.3 The cost deducted from or added to the Contract Price for a Change Order shall be the difference in:
- 9.2.3.1 Labor. The actual payroll cost to Subcontractor for Job Site labor and field supervision of changed Work, engineering, technical services, royalties, permits, Inspection and testing required for performance of the Change Order. Labor costs may include payments, assessments and employee benefits (including those required by Law or collective bargaining agreements) for health care, compensation insurance, liability insurance, and payroll taxes levied by state, federal and local government. No labor cost will be recognized at a rate in excess of the wage usually paid by Subcontractor for Similar Work on the Project - Subcontract at the time the Work is performed, nor will the use of a labor classification which would increase the labor cost be permitted unless Subcontractor establishes to the satisfaction of Owner the need for use of the higher classifications. On request of Owner, Subcontractor shall submit a detailed

breakdown of the cost of each labor classification required to complete the Change Order. The following labor costs are included in overhead and profit and excluded from calculations of the labor cost: estimating and purchasing, indirect supervision and Project management, home office overhead, Change Order coordination, course of construction insurance, indirect supervision, clerical and purchasing.

- 9.2.3.2 Materials. The actual cost of materials required to perform the Change Order including the costs of transportation, storage, sales tax, as-built Drawings, warranties, Bonds, fuel, temporary construction, scaffolding, utilities, and delivery if paid by Subcontractor but less any trade discounts not paid by Subcontractor. If materials are from a supply source owned or controlled by Subcontractor, cost will not exceed the current wholesale price for such materials. Costs for consumable supplies such as tape and rags may be estimated. If, in the opinion of Owner, the cost of materials is excessive, or if Subcontractor fails to furnish satisfactory evidence of the cost from the actual Material Suppliers, the cost of the materials shall be deemed to be the lowest wholesale price at which similar materials are available in the quantities required at the time they were needed.
- 9.2.3.3 Equipment. The actual cost to Subcontractor for the use of equipment required to perform the Change Order. No payment will be made for time while equipment is inoperative due to breakdowns or for non-working Days. Equipment expense shall include the cost of moving equipment to the Job Site from the nearest available source and return to that source from the Job Site on completion.
- 9.2.3.3.1 However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the Project for any purpose other than the Change Order. No payment will be made for individual pieces of equipment with a replacement value of \$200 or less unless rented specifically for the Change Order. The cost for consumable equipment and tools, such as brushes, rollers and drill bits, may be estimated. For equipment owned by Subcontractor, charge to Owner shall be the rate charged for similar equipment at rental yards in the area where the Work is performed. Charge to Owner for equipment shall include all costs to Subcontractor incidental to the use of the equipment, including fuel, power, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance, depreciation, storage and insurance.
- 9.2.3.3.2 No payment will be made for individual pieces of equipment with a replacement value of \$200 or less unless rented specifically for the Change Order. The cost for consumable equipment and tools, such as brushes, rollers and drill bits, may be estimated. For equipment owned by Subcontractor, charge to Owner shall be the rate charged for Similar equipment at rental yards in the area where the Work is performed. Charge to Owner for equipment shall include all costs to Subcontractor incidental to the use of the equipment, including fuel, power, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance, depreciation, storage and insurance.
- 9.2.3.4 Sub-subcontract. For any portion of the Change Order performed by a Lower tier subcontractor (any Tier), Subcontractor shall Furnish to Owner a signed copy of Lower tier subcontractor's detailed invoice showing the charge for labor, material, equipment and markup to perform the Change Order. At the option of Owner, a lump sum estimate of such cost to Subcontractor may be accepted in lieu of the detailed invoice.
- 9.2.3.4.1 The charge for Lower tier subcontractor's overhead, profit, taxes, indirect supervision, insurance, Bonds, warranty, time extension, delay and any other costs not specifically allowed in this paragraph shall not exceed 15 percent on the first \$50,000 of the direct cost and 10 percent on the balance beyond \$50,000. No deduction for Lower tier subcontractor overhead and profit shall be figured on a change which results in a net credit to Owner.
- 9.2.4 The cost to Owner for changes in the Work shall exclude any Claim of Subcontractor for penalties or damages. Extension of the Contract Time due to a Change Order shall not be the

basis for any claim by Subcontractor to extra compensation.

- 9.2.5 Should Subcontractor fail to keep cost records as required under this agreement for Work done in response to a request for a change in the Work, payments to Subcontractor for any change in the Work shall be based on good faith estimates by Owner.
- 9.2.6 When a change in the Work has been proposed by Owner, Subcontractor shall halt Work in the area of the proposed change and take steps to minimize any loss or waste which might result from implementing the proposed change.
- 9.2.7 Acceptance by Subcontractor of payment for a Change Order shall constitute a waiver by Subcontractor of all other Claims by Subcontractor based on Work described in the Change Order.
- 9.2.8 No Claim for payment for Extra Work and no claim for additional time to complete the Work shall be recognized under this agreement without a written Change Order or a notice of Claim. Failure by Subcontractor to assert the right to a written Change Order or a Claim within 30 Calendar Days after beginning Work on a change in the Work shall constitute waiver by Subcontractor of the right to additional compensation and waiver of the right to additional time to complete a change in the Work. No act or omission of either Owner or Subcontractor shall be interpreted as waiver of the Requirement for a written Change Order or notice of Claim, nor shall any Claim that Owner has been unjustly enriched support a Claim for a constructive Change Order. The provisions of this paragraph are the essence of this agreement.
- 9.2.9 Failure of Owner and Subcontractor to agree on the terms of a Change Order shall be resolved under the provisions of this agreement which cover Claims and disputes.
- 9.2.10 Should Owner and Subcontractor fail to agree promptly on the cost of a Change Order, Subcontractor shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of Work allocable to the change. Subcontractor shall maintain such accounts until Owner and Subcontractor agree on the cost of change or until the issue is resolved under provisions of this contract relating to disputes.

### 9.3 MARKUP

- 9.3.1 When any or all of a Change Order is added to Work performed by a Lower tier subcontractor, Subcontractor shall add 10 percent markup to the first \$50,000 of that Work and 7 percent on the balance beyond \$50,000. No markup on markup is permitted if a Lower tier subcontractor is owned, partially owned, or has a shared profits arrangement with Subcontractor.
- 9.3.2 Markup by Subcontractor for Work performed by crews of Subcontractor (including Job Site overhead, off-site overhead and overhead caused by delay) shall be 15 percent of the direct cost (labor, material and equipment) for the first \$50,000 of Work added by a Change Order and 10 percent on the balance beyond \$50,000. No deduction for overhead and profit shall be made on a Change Order which results in a net credit to Owner.

## **ARTICLE 10**

### UNCOVERING AND CORRECTION OF WORK

#### 10.1 UNCOVERING AND CORRECTION OF WORK

- 10.1.1 If any portion of the Work should be covered contrary to the request of the Project Manager or to the requirements specifically expressed in the Contract Documents, it must, if required in writing by the Project Manager, be uncovered for his observation and shall be replaced at the Subcontractor's expense.
- 10.1.2 Subcontractor will promptly correct all Work rejected by the Owner as defective or as failing to

conform to the Contract Documents. The Subcontractor shall bear all costs of correcting such rejected Work.

- 10.1.2.1 Work rejected by the Owner - the Owner may withhold the value of the rejected work from any payment due the Subcontractor. The value of the rejected work shall be the cost of original construction or the cost of correction, whichever is greater.
- 10.1.2.2 The Owner may accept defective or non-conforming work in lieu of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Sum.
- 10.1.3 If, within one year after the date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Owner or within such longer period of time as may be prescribed by the terms of any warranty, any Work is found to be defective or not in accordance with the Contract Documents, the Subcontractor shall correct it promptly after receipt of written notice from the Owner to do so. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

## **ARTICLE 11**

### CONTRACT CLOSEOUT

#### 11.1 CLOSEOUT PROCEDURES

- 11.1.1 Submit written certification Contract Documents have been reviewed, Work has been inspected and approved by the City of Joliet, and Work is complete in accordance with Contract Documents and ready for project Manager's inspection.
- 11.1.2 Submit final Application for Payment identifying total adjusted Contract Sum/Price, previous payments, and amount remaining due.
- 11.1.3 Submit final waiver of liens arising out of this Agreement, including lower tier subcontractor and supplier liens.
- 11.1.4 Provide all submittal documentation as required.

## **ARTICLE 12**

### TERMINATION OF THE CONTRACT

#### 12.1 TERMINATION BY THE SUBCONTRACTOR

- 12.1.1 If the Work is stopped for a period of thirty days under an order of any court or other public authority having jurisdiction, through no fault of the Subcontractor, or if the Work should be stopped because the owner has not made Payment thereon as provided in paragraph 5.1.6, then the Subcontractor may upon twenty-one (21) days written notice (from postmark) to the City, terminate the Agreement.

#### 12.2 TERMINATION BY THE OWNER

- 12.2.1 In the event of any breach of this Agreement by the Subcontractor, the Owner may, at its option, serve the Subcontractor with a written seven (7) day notice (from postmark) to complete the work, after which the Owner may take possession of all materials at the work site, engage the service of another subcontractor to complete the work, and deduct the cost of such completion from any amount due the Subcontractor hereunder. If the payments then or thereafter due the Subcontractor are not sufficient to cover such amount, the Subcontractor shall pay the difference to the Owner. In the event that the Subcontractor, as a result of litigation, is adjudged to have breached this Agreement, the Subcontractor shall pay, in addition to any damages awarded to the Owner, the Owner's reasonable attorney's fees resulting from such litigation.

## **ARTICLE 13**

### DIFFERING SITE CONDITIONS

#### 13.1 DISCREPANCY BETWEEN PLANS AND FIELD CONDITIONS

- 13.1.1 Subcontractor shall compare conditions at the Job Site with representations and Requirements in the Contract Documents. If Subcontractor discovers a discrepancy between Job Site conditions and representations or Requirements in the Contract Documents, Subcontractor shall promptly report the discrepancy to Owner, and provide a detailed explanation.
- 13.1.2 Subcontractor is not a Design Professional and has no obligation to find discrepancies between Job Site conditions and representations or Requirements in the Contract Documents.
- 13.1.3 Subcontractor shall promptly, and before the conditions are disturbed, give a written notice to Owner on encountering unforeseeable conditions adversely affecting the Work. Owner shall investigate the site conditions promptly after receiving notice. If the conditions cause an increase in cost to Subcontractor or the time required for performing any part of the Work and were not reasonably foreseeable by an experienced Subcontractor, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.
- 13.1.4 Subcontractor shall make no Claim for equitable adjustment due to differing site condition if the site condition was known to Subcontractor at the time this contract was signed or would have been known to Subcontractor had Subcontractor made a reasonable investigation of conditions on and near the Job Site, including all available reports and tests, environmental considerations, Code Requirements, climatic conditions, and other local conditions that could affect cost to Subcontractor or duration of construction. C. No request by Subcontractor for an equitable adjustment to the contract under this clause shall be allowed unless Subcontractor has given the written notice as required. In no case will a request by Subcontractor for an equitable adjustment to the contract for differing site conditions be allowed if made after final payment under this contract.
- 13.1.5 Physical conditions including weather, rising water, seismic activity, and other forces of nature may form the basis for a Claim for equitable adjustment for differing site conditions.

## **ARTICLE 14**

### DEFECTIVE WORK

#### 14.1 GENERAL REQUIREMENTS

- 14.1.1 On written notice from Owner, Subcontractor shall promptly remove from the Job Site all Work or materials not in compliance with the Contract Documents, whether or not such rejected Work or materials are incorporated in the Project - Subcontract. Subcontractor shall promptly repair or replace such rejected Work or materials at no cost to Owner.

#### 14.2 REJECTED WORK - SUBCONTRACTOR'S OBLIGATIONS

- 14.2.1 Subcontractor shall bear all expenses related to the correction of rejected Work and replacing rejected materials, including the expense of making good all Work of Subcontractor, Owner and Separate Subcontractors destroyed or damaged by the corrections and replacements. If Subcontractor fails to correct rejected Work or replace rejected materials within a reasonable time, Owner may remove and store the rejected Work or materials at the expense of Subcontractor. If Subcontractor does not pay the cost of such removal and storage within 10 Calendar Days, Contractor may, upon written notice, sell such Work or materials at auction or by private sale and shall account to Subcontractor for the net proceeds after deducting all costs. If proceeds of such sale do not cover the costs of correcting the rejected Work, the difference shall be charged to Subcontractor by an appropriate Change Order.

- 14.2.2 If Subcontractor fails to correct rejected Work or replace rejected materials within a reasonable time, Owner may, without further notice to Subcontractor or Surety and without termination of this contract, correct the rejected Work or replace the rejected materials and charge the cost to Subcontractor.
  - 14.2.3 If Subcontractor fails to correct rejected Work or replace rejected materials within a reasonable time, Owner may terminate the contract for default. After such termination, Subcontractor and any Surety shall be liable for damage according to proof and for the cost of correcting rejected Work or replacing rejected materials.
  - 14.2.4 The value of rejected Work and rejected materials shall not be included in any application for payment by Subcontractor or, if previously included, shall be deducted from the next application for payment submitted by Subcontractor.
  - 14.2.5 No correction of rejected Work or replacement of rejected materials shall be complete until testing and Inspection is approved by Owner's Representative.
  - 14.2.6 At the request of Contractor, Subcontractor shall search for the cause of a construction Defect.
  - 14.2.7 After notice that Work or materials have been rejected, Subcontractor shall halt related or dependent construction tasks until the rejected Work or materials have been corrected and approved.
  - 14.2.8 After notice that Work or materials have been rejected, Subcontractor shall halt Similar Work or delivery of similar materials until correction has been approved and made.
  - 14.2.9 The obligation of Subcontractor to correct Defective Work is in addition to and does not limit any other remedy Owner may have under the Contract Documents, Law, or any warranty provided by Subcontractor or others. This obligation to correct Defective Work does not limit other liability of Subcontractor for Defective Work or limit the time within which proceedings may be commenced to enforce rights and obligations under this agreement.
- 14.3 REJECTED WORK - SUBCONTRACTOR'S RIGHTS
- 14.3.1 If Subcontractor disagrees with a decision on rejection of Work or rejection of materials, Subcontractor may proceed with corrections under protest and invoke the provisions of this agreement which cover dispute resolution. If such rejection of Work or materials is found to be without merit or with no adequate foundation, Subcontractor shall be entitled to a Change Order for Extra Work and Owner shall pay all costs associated with corrections completed under protest.

## **ARTICLE 15**

### **CALL-BACKS**

- 15.1 On written notice from Owner within 30 Calendar Days after Substantial Completion (the callback period), Subcontractor shall promptly repair or replace any portion of the Work which becomes Defective due to faulty materials or workmanship.
- 15.2 The obligation of Subcontractor to repair or replace Defects due to faulty materials or workmanship during the call-back period is in addition to and does not limit any other remedy Owner may have under the Contract Documents, Law, or any warranty provided by Subcontractor or others. This call-back remedy does not limit the liability of Subcontractor for Defective Work or limit the time within which proceedings may be commenced to enforce rights and obligations under this agreement.
- 15.3 If Subcontractor fails to respond to a notice by Owner to correct a Defect in material or workmanship within a reasonable time, Owner may make the correction at the expense of Subcontractor.

## **ARTICLE 16**

### **WARRANTY**

- 16.1 Except as otherwise provided in this agreement, Subcontractor warrants that Work performed under this contract shall conform to the Contract Documents and be free of Defects in material, or design furnished, or workmanship performed by Subcontractor or any Lower tier subcontractor or Material Supplier for the period of one (1) year.
- 16.2 GENERAL REQUIREMENTS
- 16.2.1 Except as otherwise provided in this agreement, the warranty period shall begin from the date of Final Completion and issuance of a Certificate of Occupancy from the City of Joliet Building Department.
- 16.2.2 A new basic warranty period with duration equal to the first warranty period begins to run from completion of repairs or replacements made under the first warranty period.
- 16.2.3 Contractor shall notify Subcontractor promptly and in writing on discovery of any warranty claim made under this agreement. Subcontractor shall make repairs, replacements and corrections promptly and at no expense to Contractor.
- 16.2.4 If Subcontractor fails to respond to a notice by Contractor of a warranty Claim within a reasonable time, Contractor may make the appropriate correction or repair at the expense of Subcontractor.
- 16.2.5 Subcontractor shall deliver to Contractor all warranties provided by vendors and manufacturers of materials and equipment used to complete the Project - Subcontract. Subcontractor shall have no obligation under warranties provided by others except to render any assistance that Contractor may require in enforcing the terms of those warranties.

## **ARTICLE 17**

### **SUBCONTRACTOR CLAIMS**

- 17.1 Unresolved Claims or disputes shall not cause Subcontractor to delay or suspend Work or for Contractor to delay or suspend payments as provided by this agreement. Continued performance by Subcontractor shall not be deemed a waiver of any Claim for additional compensation or an extension of Time for Completion. Subcontractor shall cooperate with Owner and representatives of Owner to mitigate potential damages, delay and other adverse consequences arising out of the condition which is the subject of the Claim.

## **ARTICLE 18**

### **NOTICE OF CLAIMS**

- 18.1 No Claim by Subcontractor shall be considered unless Subcontractor provides Contractor with a notice that there will be a Claim for additional compensation or an extension of time. This notice of Claim shall be made no less than 3 Calendar Days after Subcontractor recognizes or should have recognized that circumstances exist which support such a Claim and within the time permitted for such Claims in the Prime Contract.
- 18.1.1 The notice of Claim shall include: (1) The date of the notice, (2) The date the basis for the Claim was discovered, (3) The circumstances that support the Claim, and (4) The estimated additional cost to Contractor or additional time required to complete the Project - Subcontract.
- 18.2 If the Claim involves Extra Work, Subcontractor shall maintain detailed records which show each expense incurred, including payroll records and receipts for Sub-subcontracted Work, materials and equipment. These detailed records shall be made available to Contractor for verification while Work subject to the Claim is being performed.

- 18.3 Within 10 Calendar Days after completion of Work which is the subject of a notice of Claim, Subcontractor shall provide to Contractor a written final statement of Claim. The final statement of Claim shall include: (1) The date of the statement, (2) The date when Work done under the Claim was completed, (3) The full and final amount of the Claim and the additional time Claimed, and (4) An offer to provide detailed written records substantiating each element of the Claim.
- 18.4 The final statement of Claim shall be accompanied by a certificate executed by Subcontractor and stating as follows: "I certify that this claim is made in good faith; that the supporting information is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which Contractor is liable; and, that I am duly authorized to certify the claim on behalf of Subcontractor."
- 18.5 All Claims of any nature are barred if asserted after final payment has been made under this contract.
- 18.6 Neither mediation nor arbitration shall relieve the obligation of Subcontractor to give timely notice of Claims. No conduct or settlement negotiation during mediation shall be considered a waiver of the right of Contractor to assert that Claim procedures were not followed.

## **ARTICLE 19**

### DISPUTE RESOLUTION

- 19.1 Except as provided elsewhere in this agreement, all Claims and disputes between Owner and Subcontractor arising out of or relating to the Contract Documents or contract warranty or the breach thereof, except for Claims which have been waived by the making or acceptance of final payment, shall be decided by courts of competent jurisdiction in the county where the Project - Subcontract is located.

END OF DOCUMENT

## SECTION 31 20 00

### EARTH MOVING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section includes site clearing, grading, removal of topsoil and subsoil, building excavating and trenching, backfilling, and compacting.
- B. All spoiled excavated material is to be removed and disposed of off-site.

#### PART 2 PRODUCTS

##### 2.1 SOIL MATERIALS

- A. Topsoil: Imported friable loam; free of subsoil, roots, grass, weeds, large stone, and foreign matter.
- B. Subsoil: Imported material, graded free of lumps larger than 6 inches, rocks larger than 3 inches, organic material, and debris.

##### 2.2 FILL MATERIALS

- A. Type A - Select Granular Material: Coarse stone: Pit run, Angular, Crushed, natural stone; free of shale, clay, friable material, sand, debris.
  - 1. Grading: AASHTO M147; Grade 57;
  - 2. CA-6 (under the Illinois Department of Transportation's Standard Specifications for Roads and Bridges.)
- B. Type B - Pea Gravel: Natural stone; free of clay, shale, organic matter.
  - 1. Minimum Size: 1/4 inch.
  - 2. Maximum Size: 5/8 inch.
- C. Type C - Sand: Natural river or bank sand; free of silt, clay, loam, friable or soluble materials, and organic matter.
- D. Type D - Subsoil: Imported, free of rock larger than 3 inch size, and debris.

#### PART 3 EXECUTION

##### 3.1 EXAMINATION AND PREPARATION

- A. Call Local Utility Line Information service at not less than three working days before performing Work.
  - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Identify required lines, levels, contours, and datum.
- C. Notify Project Manager of unexpected subsurface conditions and discontinue affected work in area until notified to resume work.
- D. Maintain and protect existing utilities to remain.
- E. Verify foundation or basement walls are braced to support surcharge forces imposed by backfilling operations.

### 3.2 PROTECTION OF ADJACENT WORK

- A. Grade excavation top perimeter to prevent surface water run-off into excavation or to adjacent properties.

### 3.3 CLEARING

- A. Remove paving, curbs, surface rock indicated on site survey.
- B. Remove trees and shrubs indicated. Remove stumps, main root ball and root system.
- C. Apply herbicide to remaining stumps or plant life to inhibit growth.

### 3.4 ROUGH GRADING

- A. Identify required lines, levels, contours, and datum.
- B. Identify known underground, above ground, and aerial utilities. Stake and flag locations.
- C. Excavate topsoil and subsoil from areas to be further excavated, re-landscaped or re-graded.
- D. Stockpile topsoil and subsoil in area designated on site.
- E. Remove excess topsoil and subsoil not being reused, from site.

### 3.5 CLEAN UP

- A. Remove debris, rock larger than 2 cu ft, and extracted plant life from site.

### 3.6 SUBSOIL EXCAVATING

- A. Do not remove wet subsoil.
- B. Excavate subsoil from marked areas required for building foundations, construction operations, and other Work.
- C. Correct unauthorized excavation at no cost to Owner.
- D. Fill over-excavated areas under structure bearing surfaces in accordance with direction by Project Manager.
- E. Remove excess subsoil not being reused from site.

### 3.7 TRENCHING

- A. Excavate for sanitary sewer and water piping to municipal utilities.
  - 1. Coordinate with Plumbing subcontractor.
- B. Cut trenches sufficiently wide to enable installation of utilities and allow inspection.
- C. Support pipe during placement and compaction of bedding fill.
- D. Backfill trenches to required contours and elevations.
- E. Place and compact fill materials as for Backfilling.

### 3.8 BACKFILLING

- A. Coordinate back fill with concrete subcontractor for the delivery of back fill and sub-base for placement in basement/crawlspace, foundation drainage, porch, and any garages. Material and delivery is the responsibility of excavation contractor; grading and placement responsibility of concrete subcontractor.
- B. Backfill areas to contours and elevations. Use unfrozen and unsaturated materials.
- C. Backfill systematically, as early as possible, to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
- D. Place fill material in continuous layers and compact.
- E. Place material in continuous layers as follows:
  - 1. Soil Materials: Maximum 8 inches compacted depth.
  - 2. Fill Materials: Maximum 6 inches compacted depth.
- F. Employ placement method so not to disturb or damage foundations, foundation perimeter drainage, foundation dampproofing, or utilities in trenches.
- G. Maintain optimum moisture content of backfill materials to attain required compaction density.
- H. Backfill against supported foundation walls.
- I. Slope grade away from building minimum 5 percent slope for minimum distance of 6 ft, unless noted otherwise.
- J. Slope site to match existing conditions.

### 3.9 PLACING TOPSOIL

- A. Place topsoil in areas where sodding, and/or planting is scheduled.
- B. Fine grade topsoil eliminating rough or low areas. Maintain levels, profiles, and contours of subgrade.
- C. Remove large stone, roots, grass, weeds, debris, and foreign material while spreading.
- D. Roll placed topsoil.
- E. Leave stockpile area and site clean and raked, ready to receive landscaping.

END OF SECTION

APPENDIX A - AFFIDAVITS

Section 1:

Business Status of Bidder

**BIDDER/APPLICANT:**

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

*Principal place of business* \_\_\_\_\_

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

*City, State, Zip Code* \_\_\_\_\_

*The Bidder is a:*

Corporation

Partnership

Limited Liability Company

Sole Proprietorship

Other (please explain:)  
\_\_\_\_\_

**Corporation**

The state of incorporation is: \_\_\_\_\_

The registered agent of the corporation in Illinois is:

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

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

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

The officers of the corporation are:

\_\_\_\_\_  
*President*

\_\_\_\_\_  
*Secretary*

\_\_\_\_\_  
*Vice President*

\_\_\_\_\_  
*Treasurer*

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

**Limited Liability Company**

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

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

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

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

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

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

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

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

The managers and members of the Limited Liability Company are:

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

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

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

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

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

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

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 quotes:

- A. The quote is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The submitter has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the quote price of said bidder or any other bidder or to fix any overhead profit or cost element of such quote 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 quote is genuine and not collusive or sham;
- D. The prices or breakdowns thereof and any and all contents which had been quoted in this submission 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 submission 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 quote;
- 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 quote 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 quote.
- B. No officer or employee of the City of Joliet has disclosed to the bidder any information related to the terms of a sealed quote.
- C. No officer or employee of the City of Joliet has informed the bidder that the quote 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 quote is accepted by the City of Joliet.
- E. This quote 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 quoted herein and that he has not participated, and will not participate, in any action contrary to paragraphs A through G in Section 2, above; and
- B He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being quoted 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 in Section 2 above, and as their agent does hereby so certify; and

**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 the 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 quote 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 quote 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 Section 3 residents or Section 3 Business Concerns (as determined by the US Department of Housing and Urban Development), as well as 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-

END OF DOCUMENT



## APPENDIX B

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

#### Instructions for Certification

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective contractor shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12459. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

APPENDIX C

**Will County Prevailing Wage for July 2015 (last published rates)**

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
ASBESTOS ABT-MEC		BLD		36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720
BOILERMAKER		BLD		47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400
BRICK MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
CARPENTER		ALL		44.350	48.790	2.0	2.0	2.0	11.99	18.47	0.000	0.630
CEMENT MASON		ALL		41.000	43.000	2.0	1.5	2.0	10.00	20.39	0.000	0.500
CERAMIC TILE FNSHER		BLD		36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770
COMMUNICATION TECH		BLD		33.000	34.500	1.5	1.5	2.0	13.92	11.69	1.410	0.720
ELECTRIC PWR EQMT OP		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRIC PWR GRNDMAN		ALL		37.050	52.500	1.5	2.0	2.0	8.630	12.28	0.000	0.370
ELECTRIC PWR LINEMAN		ALL		47.500	52.500	1.5	2.0	1.5	10.76	14.87	0.000	0.460
ELECTRICIAN		BLD		40.000	43.600	1.5	1.5	2.0	14.77	16.39	0.000	1.200
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
GLAZIER		BLD		40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000	0.940
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER		ALL		41.000	42.000	2.0	2.0	2.0	10.04	21.41	0.000	0.780
LABORER		ALL		39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
LATHER		ALL		43.350	47.690	2.0	2.0	2.0	11.85	17.47	0.000	0.630
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS		ALL		32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000	0.620
MARBLE MASON		BLD		43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780
MATERIAL TESTER I		ALL		29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MATERIALS TESTER II		ALL		34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MILLWRIGHT		ALL		44.350	48.790	2.0	2.0	2.0	11.99	18.47	0.000	0.630
OPERATING ENGINEER		BLD 1		48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 2		46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 3		44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 4		42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 5		51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 6		49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 7		51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		FLT 1		53.600	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT 2		52.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT 3		46.400	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT 4		38.550	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT 5		55.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT 6		35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 1		46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 2		45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 3		43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 4		42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 5		41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 6		49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 7		47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
PAINTER		ALL		41.750	46.500	1.5	1.5	1.5	11.50	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		ALL		44.350	48.790	2.0	2.0	2.0	11.99	18.47	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER		BLD		43.430	46.040	1.5	1.5	2.0	13.05	14.43	0.000	1.020
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER		BLD		41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530

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SHEETMETAL WORKER	BLD	44.720	46.720	1.5	1.5	2.0	10.65	13.31	0.000	0.820
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550
STONE MASON	BLD	43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
TERRAZZO FINISHER	BLD	38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720
TERRAZZO MASON	BLD	41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940
TILE MASON	BLD	43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990
TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	ALL 1	35.650	36.200	1.5	1.5	2.0	7.250	6.319	0.000	0.250
TRUCK DRIVER	ALL 2	35.800	36.200	1.5	1.5	2.0	7.250	6.319	0.000	0.250
TRUCK DRIVER	ALL 3	36.000	36.200	1.5	1.5	2.0	7.250	6.319	0.000	0.250
TRUCK DRIVER	ALL 4	36.200	36.200	1.5	1.5	2.0	7.250	6.319	0.000	0.250
TUCKPOINTER	BLD	43.800	44.800	1.5	1.5	2.0	8.280	13.49	0.000	0.670

Legend: TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)  
 C (Class; Base (Base Wage Rate); FRMAN (Foreman Rate)  
 M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.  
 OSA (Overtime 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 material ls 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

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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 cleanup 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;

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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); Locomotive, 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

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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.

## APPENDIX C

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.

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:

## APPENDIX C

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".

END OF DOCUMENT

EXHIBIT A

**CERTIFICATION OF SECTION 3 BUSINESS CONCERN**

Name of Business \_\_\_\_\_

Address of Business \_\_\_\_\_

Type of Business:  Corporation   
 Partnership  Sole Proprietorship  Joint Venture

Attached is the following documentation as evidence of status:

**For business entity as applicable:**

- Copy of Articles of Incorporation
- Certificate of Good Standing
- Partnership Agreement
- Assumed Business Name Certificate
- Corporation Annual Report
- Additional documentation
- List of owners/stockholders and % ownership of each

**For business claiming status as a Section 3 resident-owned enterprise:**

- Copy of resident lease
- Copy of receipt of public assistance
- Copy of evidence of participation in a public assistance program
- Other evidence

**For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:**

- Estimated total contract amount
- List of subcontracted Section 3 business(es) and subcontract amount

**For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:**

- List of all current full-time employees
- List of employees claiming Section 3 status and date of hire
- PHA/IHA Residential lease less than 3 years from day of employment
- Other evidence of Section 3 status less than 3 years from date of employment

**2015 HOUSEHOLD INCOME BY FAMILY SIZE**

1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
\$42,600	\$48,650	\$54,750	\$60,800	\$65,700	\$70,550	\$75,400	\$80,300

\*Income figures subject to change

\_\_\_\_\_  
 Authorizing Name

(Corporate Seal)

\_\_\_\_\_  
 Signature

Attested by: \_\_\_\_\_

**PENALTY FOR FALSE OR FRAUDULENT STATEMENT;**

U. S. Code, Title 18, Section 1001, provides that a fine of up to \$10,000.00 or imprisonment for a period not to exceed 5 years, or both, shall be the penalty for the willful misrepresentation and the making of a false, fictitious or fraudulent statement knowing the same to be false.