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

FOR THE

WESTSIDE WASTEWATER TREATMENT PLANT HIGH MAST LIGHTING UPGRADES

CONTRACT NO. 2667-1022

APPROVED DEPARTMENT OF PUBLIC UTILITIES DIRECTOR OF PUBLIC UTILITIES DATE August 22, **2022**	**SUBMITTED BY** CONTRACTOR'S NAME ADDRESS
APPROVED DEPARTMENT OF PUBLIC UTILITIES DEPUTY DIRECTOR PLANT OPERATIONS DATE 8-22, **2022**	CITY AND STATE PHONE DATE _____, **2022**

DEPARTMENT OF FINANCE
PURCHASING DIVISION
DAWN A. KOCHAN
PURCHASING/CONTRACTS ADMINISTRATOR
dkochan@joliet.gov

Prospective Bidders:

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

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

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

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

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

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

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

THANK YOU FOR BIDDING.

MAYOR
Bob O'Dekirk

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

CITY MANAGER
James V. Capparelli

PURCHASING/CONTRACTS ADMINISTRATOR
Dawn A. Kochan

CONTRACT DOCUMENTS

PROJECT: **WESTSIDE WASTEWATER TREATMENT PLANT HIGH MAST LIGHTING UPGRADES**

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

CONTRACT NO. **2667-1022**

JAMES V. CAPPARELLI
CITY MANAGER

DAWN A. KOCHAN
CONTRACT ADMINISTRATOR

CITY OF JOLIET

150 WEST JEFFERSON STREET

JOLIET, ILLINOIS 60432-4158

CONTRACT DOCUMENTS FOR: WESTSIDE WASTEWATER TREATMENT PLANT HIGH MAST LIGHTING UPGRADES

User Department:	**PUBLIC UTILITIES**
Date and Time of Bid Opening:	**MONDAY, SEPTEMBER 19, 2022 @ 10:10 A.M.**
Bid Security:	**10%**
Performance Security:	**100%**
Prequalification Necessary:	**NO**
Insurance:	**YES – The City of Joliet and its officers and employees are to be named as additional insured on a primary and non-contributory basis. Additionally, please provide an endorsement from your insurance carrier confirming the City of Joliet is additional insured, including the provision of legal representation in the defense of claims asserted against the City of Joliet.**

Bob O'Dekirk
Mayor

James V. Capparelli
City Manager

Dawn A. Kochan
Contract Administrator

Council Members:
Joe Clement
Bettye Gavin
Cesar Guerrero
Larry E. Hug
Terry Morris
Pat Mudron
Jan Hallums Quillman
Sheri Reardon

LEGAL NOTICE
CITY OF JOLIET
ADVERTISEMENT TO BIDS

CONTRACT NO. 2667-1022
PROJECT NAME:WESTSIDE WASTEWATER TREATMENT PLANT HIGH MAST LIGHTING UPGRADES

The City of Joliet, Illinois, does hereby invite sealed bids for **WESTSIDE WASTEWATER TREATMENT PLANT HIGH MAST LIGHTING UPGRADES**
Bids will be received at the Office of the City Clerk, City of Joliet Municipal Building, 150 West Jefferson Street, Joliet, Illinois 60432-4156 until **10:10 A.M.** local time on **Monday – September 19, 2022** at which time they will be opened and publicly read aloud. It is highly recommended, that all bids be tabbed to mark the Bidding Schedule and Bid Bond. An electronic copy of the entire submission on a USB flash drive is also requested to be included in the bid packet. Those in attendance must adhere to the current City of Joliet City Hall COVID-19 policy. The City of Joliet follows current CDC guidelines regarding COVID-19.

Bid results will also be posted on the City's website, and emails sent out to individuals who have subscribed to the related RSS feed.

It is preferred that you mail your bids/proposals. They should be addressed as follows:

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

If you do choose to hand deliver your bid/proposal, they are to be hand delivered to the East or West side of City Hall, 150 W. Jefferson St., Joliet, IL 60432 and marked clearly on the outside of the SEALED package with the BID NUMBER AND NAME OF THE PROJECT, DATE AND TIME OF THE BID OPENING, NAME AND ADDRESS AND PHONE NUMBER OF YOUR COMPANY and RECEIPT OF ALL ADDENDA (if applicable). All other doors will be locked. Please make sure to mention you are delivering a sealed bid/proposal, so the receiver knows to time stamp the envelope upon receipt. If dropping off a bid in person, bids must be dropped off during business hours only between 8:00 A.M. and 4:30 P.M.

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

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

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

All Bidding Document holders should sign up for RSS feeds at https://www.joliet.gov/government/departments/finance/purchasing/bids-proposals/construction-public-utilities and provide your first and last name and email address to automatically receive addendums. Addendums will also be posted on the City of Joliet's website at https://www.joliet.gov/government/departments/finance/purchasing/bids-proposals . The

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

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

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

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

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

BID DOCUMENT FEE: **Free electronic download**

Published in the Labor Record:
Thursday, September 1, 2022

James V. Capparelli
City Manager

Dawn A. Kochan
Purchasing/Contracts Administrator

LOCAL BIDDER

This contract is eligible for the local bidder preference ordinance.

If you have read all of the documentation, filled out the form found online at https://www.joliet.gov/government/departments/finance/purchasing/prequalification-process , have been prequalified by the City of Joliet as a Local Bidder and wish to be qualified as a local bidder for this contract, please sign this sheet. For more information about local bidder ordinance please go to this link regarding section 2-444 (b) that defines local bidder: https://library.municode.com/il/joliet/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXIIIACDIPEPRSE_DIV2PUBIPR_S2-444AWCOLOREBIFADELOREBI

VENDOR NAME _____

VENDOR ADDRESS _____

CITY, STREET, ZIP _____

CONTACT PERSON _____

SIGNATURE _____

PHONE _____

EMAIL ADDRESS _____

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

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

Any questions, please contact Purchasing at (815) 724-3925.

DEPARTMENT OF PUBLIC WORKS
815-724-4200 Direct
815-723-7770 Fax

CITY OF JOLIET

150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432-4158

GENERAL CONTRACTOR

RE: 2022 CONSTRUCTION PROJECTS

Dear General Contractor:

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

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

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

Allison Swisher
Director of Public Utilities

NOTICE

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

1. The bidder must be a duly organized legal entity in good standing with the Illinois Secretary of State and in compliance with all laws prerequisite to doing business in the state and submit a copy of the Illinois Secretary of State Department of Business Services online records evidencing that the bidder has a current corporate annual report on file, if required. If the bidder is an individual, sole proprietorship, or partnership, this subsection shall not apply.

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

3. The bidder must be an equal opportunity employer and comply with Section 2000(e) of Chapter 21, Title 42 of the United States Code and Executive Order 11246.

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

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

6. A statement of compliance with all provisions of the Illinois Prevailing Wage Act (820 ILCS 130), as amended, and all the rules and regulations therein, for the past five (5) years. Such statement shall also provide that the contractor has reviewed the Prevailing Wage Act or the federal Davis-Bacon

and Related Acts, has reviewed and agrees to pay the applicable prevailing wage rates attached to the bid specifications, and will strictly comply with the Prevailing Wage Act or federal Davis-Bacon and Related Acts and related requirements, including wages, medical and hospitalization insurance and retirement for those trades covered in the Act. A contractor who has been found, by the Illinois Department of Labor, to be in violation of the Prevailing Wage Act twice within a three (3) year period shall be deemed to not be Responsible Bidder for two (2) years from the date of the latest finding.

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

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

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

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

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

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

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

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

15. Whenever practical, the bidder should prequalify as a local bidder.

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

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

CERTIFICATIONS/ATTACHMENTS

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

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

There are 16 certification pages and a checklist that follows.

2-440(1) - The bidder must be a duly organized legal entity in good standing with the Illinois Secretary of State and in compliance with all laws prerequisite to doing business in the state and submit a copy of the Illinois Secretary of State Department of Business Services online records evidencing that the bidder has a current corporate annual report on file, if required. If the bidder is an individual, sole proprietorship, or partnership, this subsection shall not apply.

I hereby certify that the bidder is a duly organized legal entity in good standing with the Illinois Secretary of State and in compliance with all laws prerequisite to doing business in the state.

_____

Initials of bidder

Or:

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

_____

Initials of bidder

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

Mark attachment as "Attachment A"

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

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

Mark attachment as "Attachment B"

2-440(3) - The bidder must be an equal opportunity employer and comply with Section 2000(e) of Chapter 21, Title 42 of the United States Code and Executive Order 11246.

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

_____

Initials of bidder

2-440(4) - The bidder shall provide certificates of insurance indicating the following coverages if called for in the bid solicitation: general liability, workers compensation, completed operations, automobile, hazardous occupation, and product liability.

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

Mark attachment as "Attachment C"

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

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

_____

Initials of bidder

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

Mark attachment as "Attachment D"

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

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

_____

Initials of bidder

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

_____

Initials of bidder

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

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

_____

Initials of bidder

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

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

_____

Initials of bidder

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

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

Mark attachment as "Attachment E"

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

Mark attachment as "Attachment E1"

Or

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

_____

Initials of bidder

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

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

Mark attachment as "Attachment F"

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

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

Mark attachment as "Attachment G"

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

_____

Initials of bidder

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

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

_____

Initials of bidder

Or

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

_____

Initials of bidder

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

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

_____

Initials of bidder

Or

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

_____

Initials of bidder

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

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

_____

Initials of bidder

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

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

_____

Initials of bidder

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

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

_____

Initials of bidder

CERTIFICATION CHECKLIST

Initial bottom of page to certify that required certifications and attachments are complete.

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

2-440(1) – Good standing with S.O.S. _____

2-440(3) – Equal opportunity employer _____

2-440(5) – Workers' compensation coverage _____

2-440(6) – Prevailing Wage Act _____

2-440(7) – Substance Abuse Prevention on Public Works Act _____

2-440(8) – Employees properly classified _____

2-440(9) – Contractor properly licensed _____

2-440(11) – Disclosure of subcontractor information _____

2-440(12) – Employee health care plan _____

2-440(13) – Employee retirement plan _____

2-440(14) – OSHA compliance _____

2-440(b) – Required reporting of change in status _____

2-440(d) – Required updating of subcontractor information _____

Bidders/Contractor are required to attach the following documents:

2-440(1) – S.O.S. annual report (if required) _____

2-440(2) – Registration with IDOR and IDES _____

2-440(4) – Certificates of insurance _____

2-440(5) – Information page regarding workers' compensation _____

2-440(9) – Professional or trade licenses required _____

2-440(9) – Disclosure of suspension or revocation of license _____

2-440(10) – Apprenticeship standards or agreements (if required) _____

2-440(11) – List of subcontractors _____

I certify that all required certifications and attachments are included in the bid documents

_____

Initials of bidder

INSTRUCTION TO BIDDERS

PROJECT: WESTSIDE WASTEWATER TREATMENT PLANT HIGH MAST LIGHTING UPGRADES

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

DEFINITIONS:

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

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

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

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

1. BIDS - GENERAL

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

2. FORMS

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

3. BLANKS; CORRECTIONS

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

4. SUBMISSION

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

5. EXECUTION

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

6. WITHDRAWAL

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

7. WORDS AND FIGURES

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

8. UNIT PRICE

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

9. TAXES

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

10. NET PRICE

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

11. BID SECURITY

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

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

12. BID SECURITY RETURN

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

13. INTERPRETATIONS

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

14. FAMILIARITY WITH CONTRACT DOCUMENTS AND SITE

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

15. ALTERNATE EQUIPMENT OR MATERIALS

a. Bids shall be evaluated and considered on equipment and/or materials complying substantially with the contract specifications. If any bidder deviates from the contract specifications or provides a substitute for any required equipment and/or material listed in the contract specifications, that bidder shall list such deviations and/or substitutions, including technical data when applicable, in a letter attached to the bid or on a form that may be provided by the City with the bid documents.

b. Brand names, which may be mentioned in the contract specifications, are used only as a reference to the type and quality of equipment and/or materials desired. However, any deviation from or substitution in a brand name stated in the contract specifications shall be listed as required under paragraph (a) of this section.

c. The City reserves the right to determine whether any deviations and substitutions listed by the bidder are within the intent of the contract specifications and will reasonably meet the service requirements of the using department.

d. A bidder's failure to list any deviations from or substitutions in the contract specifications as required under paragraph (a) of this section may result in the rejection of the bid.

16. DESCRIPTIVE LITERATURE: EQUIPMENT OR MATERIALS

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

17. RESPONSIBILITY OF BIDDERS

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

18. CITY'S RIGHT TO ACCEPT OR REJECT

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

19. AWARDING OF CONTRACT

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

20. ALTERNATE AND MULTIPLE BIDS

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

21. AFFIDAVITS

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

GENERAL CONDITIONS

CONSTRUCTION

1.0 GENERALLY

1.1 DEFINITIONS:

The following terms as used in these contract documents are defined as follows:

(a) "City" – City of Joliet

(b) "City Representative" – That person authorized or entity authorized by the City to act, give or receive information and direct the project in the City's behalf within the scope of the contract terms; in this contract:

NICHOLAS C. GORNICK, PLANT OPERATIONS SUPERINTENDENT

(c) "Contract Documents" – Includes Notice to Bidders, Instruction to Bidders, General Conditions, Proposal (only to be extent they do not limit or modify other contract documents), Special Conditions, Specifications, Addenda, Drawings and Contract.

(d) "Contractor" – The person, firm or corporation to whom the contract is awarded by the Owner and who is subject to the terms thereof.

(e) "Subcontractor" – A person, firm or corporation, other than a contractor supplying labor and materials or labor for work at the site of the project.

(f) "Project" – The entire public improvements proposed by the Owner to be constructed in part or in whole pursuant to the contract.

(g) "Owner" – City of Joliet, Illinois

(h) "Surety" – Any person, firm or corporation that has executed as Surety, the contractor's performance bond securing the performance of the contract.

(i) "Work" – The construction or installation required or reasonably inferred by the contract documents, including all labor, materials, and equipment.

In interpreting the contract documents, words describing materials or words which have well-known technical or trading meaning, unless specifically defined in the contract documents, shall be constructed in accordance with such well-known meaning recognized by architects, engineers or the trade.

1.2 INTENT OF THE CONTRACT DOCUMENTS:

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

1.3 PATENTS:

(a) The contractor shall hold and save the Owner and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

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

1.4 PERMITS AND REGULATIONS:

(a) Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, license and easements for permanent structures or permanent changes in existing facilities shall be secured and paid by the Owner, unless otherwise specified.

(b) The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified.

1.5 SUBCONTRACTS – NOTIFICATION:

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

1.6 ASSIGNMENT:

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

1.7 NOTICE:

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

2.0 TIME

2.1 PROGRESS SCHEDULE:

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

2.2 BEGINNING WORK:

The Contractor shall begin the work within five (5) calendar days after the contract has been executed by the City and notice has been given to him.

2.3 COMPLETION OF WORK:

The Contractor shall fully complete the work to the satisfaction of the City within the time period specified in the proposal. Time is the essence of this agreement. All work shall be prosecuted in an orderly and diligent manner. The Contractor shall cooperate with and conform to the requests of the City to expedite particular portions of the work where such alteration of the Contractor's operation is deemed advisable by the City.

In the event no notice has been given but the work has nevertheless commenced, then such time shall begin to run from the actual commencement of work.

2.4 DELAYS:

If the Contractor is delayed in the completion of the work by any act of neglect of the City or by any other Contractor employed by the City, or by strikes, fire, lockouts, unavoidable casualties or any cause beyond the Contractor's control, then the time of completion will be extended for a reasonable time, such reasonable time as the City shall decide. The Contractor shall, within five (5) days from the beginning of any such delay notify the City in writing of the cause of delay and therein specify the number of days of extension requested. If such request is not made as herein provided, it shall be deemed waived. Weather conditions shall not be a justifiable cause for delay.

2.5 PROGRESS REPORTS:

No less then bi-weekly, the Contractor shall meet with the City's representative on the City's premises to detail performance on the work and to report on compliance or noncompliance with the progress schedule. If in the opinion of the City, the Contractor has fallen behind the progress schedule, the Contractor shall take such steps as may be necessary to improve the progress. The City may require the Contractor to increase the number of shifts or overtime operations without addition to the Contract price.

2.6 LIQUIDATED DAMAGES FOR DELAY:

As actual damages for any delay in completion of the work which the Contractor is required to perform under this contract are impossible of determination, and the City and the public will suffer damage from delay in the completion of this contract, the Contractor and his sureties shall be liable for and shall pay to the City of Joliet, Illinois the sum of Two Hundred Dollars ($250.00) as fixed, agreed and liquidated damages for each calendar day of unjustified deviation from the date specified in the proposal for completion.

3.0 PLANS, SPECIFICATIONS AND DRAWINGS

3.1 CONFORMITY:

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

3.2 AVAILABILITY AT SITE:

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

3.3 CONSISTANCY:

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

3.4 FIGURED DIMENSIONS TO GOVERN:

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

3.5 FAMILIARITY WITH SITE, PLANS, SPECIFICATIONS AND DRAWINGS:

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

3.6 ERRORS/AND OMISSIONS:

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

3.7 STANDARD SPECIFICATIONS:

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

3.8 PRESERVATION OF MONUMENTS AND STAKES:

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

4.0 ACTUAL PERFORMANCE

4.1 SUPERINTENDENCE:

The Contractor shall give his personal superintendence to the work and have at the site of the work at all times a competent foreman, superintendent or other representative having authority to act for the Contractor.

4.2 EMPLOYEES:

The Contractor shall not hire or keep in employment any incompetent employees.

4.3 CONTRACTOR COOPERATION:

In the event that more than one Contractor is selected to implement the work, the Contractor agrees that he will cooperate fully with other Contractors. Each hereby agrees to make available to other Contractors all necessary documentation and information to enable the individual installations to be made efficiently and effectively.

4.4 MATERIALS AND WORKMANSHIP – QUALITY:

(a) **Materials:** Unless otherwise specifically called for in the specifications, all equipment, materials and articles incorporated in the work covered by this contract shall be new and of the best grade. When called for by the City, the Contractor shall at no cost furnish to the City for approval full information concerning the materials, equipment or articles to be incorporated in the work, including reasonable samples or test results when customary.

(b) **Workmanship**: All work performed shall be performed and accomplished in a first class and workmanlike manner to the satisfaction of the City and in accordance with the best practice and standards recognized in the field.

4.5 MATERIALS AND WORKMANSHIP – GUARANTEE:

The Contractor guarantees the equipment, materials, articles and workmanship used in the work or performed to be free from defects, suitable for the purpose intended and merchantable. He shall correct defective works and replace defective materials at his own cost which becomes apparent within one (1) year from the date such defective work or materials should have been reasonably discovered.

4.6 COMPLIANCE WITH LAW, NOTICES, PERMITS:

The Contractor shall give all notices required by, and comply with, all applicable laws and ordinances of the City or State of Illinois. Should the Contractor fail to observe the aforementioned laws or ordinances and do work at variance with any applicable law or ordinances, the Contractor shall correct the methods of doing such work without cost to the City, even if such deficiency is discovered after the date of final inspection or payment. Upon execution of the contract by the City, the City shall simultaneously issue permits under the jurisdiction of the City necessary for the work to be performed.

4.7 WORKING HOURS:

No work shall be done on Sundays, unless special order or permit shall be given by the City.

4.8 SANITARY FACILITIES:

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

4.9 USE OF SITE:

(1) The Contractor shall confine his equipment, storage of materials, and operations to the limits prescribed by ordinances or permits, or as may be directed by the City, and shall not unreasonably encumber the site.

(2) The Contractor shall comply with all reasonable instructions of the City, and the ordinances and codes of the City regarding signs, advertising, traffic, fires, explosives, danger signals, barricades, and fire prevention.

4.10 CUTTING AND PATCHING:

(a) The Contractor shall do all cutting, fitting, or patching of his work that may be required to make his several parts fit together or to receive the work of other Contractors shown upon, or reasonably implied by, the Plans and Specifications for the completed project and he shall make good after them as may be directed by the City.

(b) Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore.

(c) The Contractor shall not cut, dig, burn, weld to or otherwise alter or modify the work of any other Contractor without the consent of the City.

(d) All cutting, fitting or patching shall be accomplished by only skilled tradesmen in their respective craft area.

4.11 EXISTING MATERIALS:

All existing materials and equipment removed under this contract shall be disposed by the contractor.

4.12 REMOVAL AND PREPARATION OF THE EXISTING CONCRETE:

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

Equipment and methods used for removing and prepping the existing concrete shall be such as to prevent cracking, shattering or spalling of the concrete remaining in place. Concrete Preparation methods will be performed by grinding the existing concrete by approximately 1/8". Encountered Existing Reinforcement Bars are to be cleaned of all rust and dirt and oils; and sandblasted – if necessary.

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

4.13 PLACING OF THE PROPOSED CONCRETE:

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

4.14 CLEANING UP:

The Contractor shall at all times keep the site free from accumulations of waste materials or rubbish caused by his employees or the work; and at the completion of the work he shall remove all his rubbish from the site and all his tools, equipment, scaffolding and surplus materials, and shall leave his work clean and ready for use. In case of dispute the Owner may remove the rubbish and surplus materials and charge the cost to the Contractor.

4.15 STARTING IN OPERATIONS:

Where required, the Contractor shall furnish a skilled operator to adjust and start all of the equipment installed and to put it in successful operation. After the equipment installed has been satisfactorily adjusted, the operator shall instruct the Owner's operators as to the proper method of starting, adjusting and caring for the equipment furnished and installed under these specifications.

5.0 SAFETY AND PROTECTION

5.1 PROTECTION OF WORK:

The Contractor shall continuously maintain adequate protection of all the work from damage and shall protect the City's and adjacent property from injury arising in connection with his contract.

5.2 CARE OF EXISTING PROPERTY:

All sewers, water, gas or other pipes, wires, conduits, trees, shrubbery, fences, and structures and other property shall be supported and protected from injury by the Contractor during the work performed under this contract. The Contractor shall be liable for all damages to such structures and property and shall save and keep the said Owner harmless from any liability or expense for injuries, damages or repairs to same.

5.3 ACCIDENT PREVENTION:

The Contractor shall exercise all reasonable precaution at all times for the protection of all persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his fault or negligence in connection with the prosecution of the work. Final payment or inspection shall not be deemed a waiver of contractor's responsibility. The safety provisions of applicable law and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws or such other generally recognized accident prevention manual as is applicable in the trade.

5.4 OSHA:

The Contractor shall observe and enforce upon subcontractors all applicable sections of the Occupational Safety and Health Act of 1970 as amended, and shall be subject to inspection by authorized officials for compliance.

5.5 OBSTRUCTION AND RESUMING TRAVEL:

Travel upon the highway, streets or upon any intersecting street or alley shall not be hindered or inconvenienced needlessly nor shall any portion of a roadway or street be opened up nor shall the same be wholly obstructed without the direction of the City, in which latter case the Contractor shall cause plain and properly worded signs announcing the fact to be placed with proper barricades at the nearest cross streets where travel can pass around the same in the shortest and easiest way. Travel may be resumed at the direction of the City upon any part of the street, or portion thereof, where the work has been completed, whenever public necessity or inconvenience may require, and the condition of improvement warrants it.

5.6 SPECIAL REQUIREMENTS:

(a) **Fire Protection**: Temporary heating devices which are of the open flame type, with the exposed fuel below the flames and using such fuels as coke, oil or wood, are strictly forbidden. Temporary heating devices shall not be left unattended while being operated at night or non-work days or shifts.

All tarpaulins used for enclosures around structures or work areas shall be flame proofed.

(b) **Grounding of Electrical Equipment:** All electrical construction equipment, including portable hand tools and all other apparatus, shall be grounded by a separate ground conductor (other than the service cords) or by multiple cord containing separate grounding conductor, all in accordance with requirements of the latest edition of the National Electrical Code.

6.0 SUB-CONTRACTORS

6.1 NO CONTRACTUAL RELATIONSHIP:

Nothing contained in the contract documents shall create any contractual relationship between any sub-contractor and the City.

6.2 APPLICABILITY OF CONTRACT DOCUMENTS:

The Contractor agrees to bind every sub-contractor (and every sub-contractor of a sub-contractor) and every sub-contractor agrees to be bound by the terms of the contract documents as far as applicable to his work, unless specifically noted to the contrary in a sub-contract approved in writing as adequate by the City.

6.3 RESPONSIBILITY OF CONTRACTOR:

The Contractor agrees to be fully responsible to the City for the acts or omissions of his sub-contractors and of anyone employed directly or indirectly by him or them and this contract obligation shall be in addition to the liability imposed by law upon the contractor.

7.0 INSPECTION; CORRECTION

7.1 ACCESS; NOTICE:

The City shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. The Contractor shall not cover or proceed with the work until such work has been inspected. The Contractor shall give the City adequate notice of readiness for inspection of any work ordinarily requiring inspection.

7.2 REJECTION:

The City shall have the right to reject materials and workmanship which are defective or required their correction. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be removed from the premises both without charge to the City. If the Contractor does not correct such defective work and remove rejected materials within a reasonable time, fixed by written notice, the City may remove them and charge the expense to the Contractor.

7.3 INSPECTION AFTER COMPLETION:

Should it be considered necessary or advisable by the Owner at any time before acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and materials for that purpose and the costs thereof shall be charged to the Contractor if the work was covered prior to inspection by the City.

7.4 NO WAIVER BY INSPECTION:

Neither the inspection of or payment for any provision in the contract documents shall relieve the contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law and upon written notice and he shall remove any defects due therefrom.

7.5 DECISION OF CITY:

The signing of the contract for the work shall be considered the Contractor's agreement to accept the City's decision as final in all matters of workmanship and performance hereunder.

8.0 INSURANCE AND BONDS

8.1 CONTRACTOR'S INSURANCE:

The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the City, nor shall the Contractor allow any sub-contractor to commence work on his sub-contract until such insurance required of the sub-contractor has been so obtained and approved, and a certificate from the insurance companies shall be filed with the City.

(a) Statutory Liability Insurance: Workman's Compensation and Occupational Disease, with statutory limits as prescribed by the State of Illinois and Employer's Liability Insurance with a limit of not less than $1,000,000.00 for all damages or bodily injury from one or more claims arising from each accident or occupational disease.

(b) Comprehensive Liability Insurance: This coverage shall be in the form of Comprehensive Liability Insurance which shall include protection against liability assumed in this contract and shall include protection against liability included in (1) and (2) following:

(1) Operation and Premises: Liability on account of:

(a) Bodily injury to or death of persons or on account of damage to or destruction of property, resulting from execution of work provided for in this contract; or due or arising in any manner from any omission or any act or negligence of the Contractor of any Sub-contractor and their respective employees or agents, including damage to adjacent property.

(b) Bodily injury to or death of Contractor or any Sub-contractor or any of their respective employees or agents, due to the condition or state or repair of the premises or other property of the City, upon, about, or in connection with which any work incidental to the executive of this contract is performed.

(c) Destruction or damage to personal or real property including but not limited to destruction or damage to the property of the City, destruction or damage to the property, homes or contents of the homes where the work is performed, and destruction or damage to the property of non-parties to this contract.

(2) Contractor's Protective Liability: Liability for acts or omissions of any sub-contractors, the Contractor may employ.

(3) Limits of Coverage: Policies for Comprehensive General Liability Insurance under subparagraphs (1) and (2) above shall be written in the following limits of liability:

(a) Bodily injury, including death resulting therefrom **$1,000,000.00** for any one accident or occurrence where one or more persons are injured or killed.

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

(c) Proof of Insurance: Before commencing work, the Contractor shall submit his Statutory Liability Insurance and Comprehensive Public Liability Insurance Policies or Certificates of Insurance to the City for review and approval. He shall similarly submit his sub-contractor's policies of similar insurance before each commences work. Such insurance will be carried with financially responsible insurance companies, licensed in the State of Illinois and shall be kept in force until the Contractor's work is accepted by the City. Contracts of insurance shall be for the duration of the contract.

(d) City as Additional Insured: All policies of insurance required shall contain an endorsement showing the City as an additional insured under said policies.

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

8.2 PERFORMANCE BOND; LABOR AND MATERIAL PAYMENT BOND:

The Contractor shall not commence work under this contract until he has obtained and submitted both a Performance Bond and a Labor and Material Payment bond to the City and such bonds have been approved by the City. Such bonds shall cover such performance, labor or materials used in the work whether by the Contractor or by any subcontractor. Said bonds shall remain in full force and effect for the duration of the contract and during the term of any guaranty or

warranty period required by the Contract Documents. The performance bond shall be conditioned on the full and faithful performance of the contract according to its terms and shall be in an amount of ONE HUNDRED PERCENT (100%) of the contract price.

The City reserves the right to require the successful bidder to supply a Performance Bond and a Labor and Materials Payment Bond issued by a surety authorized to do business in Illinois and having a current A.M. Best financial strength rating of not less than "A-". The bonds shall be filed within ten (10) calendar days of acceptance of the bidder's proposal by the City. The bonds unless otherwise specified by the Purchasing Manager, shall be 100% of the total contract price. The form of all bonds shall be subject6 to the approval of the Corporation Counsel of the City.

9.0 ADDITIONAL PERFORMANCE SECURITY

9.1 RISK OF LOSS:

The City assumes no responsibility for the existence or condition of surface or subsurface structures, property or conditions in the project area nor for their continuance in the condition existing at the time of issuance of the Invitation for Bids or thereafter. No adjustment or contract price or allowance for any change in conditions or unknown conditions shall be made.

9.2 HOLD HARMLESS:

Contractor shall indemnify and save harmless the City and owners of the properties where the work is performed (hereinafter "Owners:) against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City and Owners from any and all claims, demands, suits, actions or proceedings of any kind or nature, including Workmen's Compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection of the performance of this contract, including operations of sub-contractors and acts of omissions of employees or agents of Contractor or his sub-contractors. The City shall have the right to estimate the amount of such claims, demands, suits, actions, or proceedings for damage or injuries and pay the same, and any amounts so paid shall be deducted from the money due the Contractor under this contract; or the whole or so much of the money due or to become due the Contractor under this contract, as may be considered necessary by the City, shall be retained by the City until such claims, demands, suits, actions or proceedings shall have been settled or otherwise disposed of, and satisfactory evidence to that effect furnished to the City. Insurance coverage specified in these general specifications constitutes the minimum requirements and said requirements shall not lessen or limit liability of Contractor under the terms of the contract. Contractor shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the work.

9.3 TERMINATION:

(a) In the event the Contractor voluntarily petitions for bankruptcy, or is adjudged bankrupt or makes a general assignment for the benefit of his creditors or if a receiver is appointed on account of his insolvency, or in the event that any of the provisions of this contract are violated by the Contractor or by any of his sub-contractors or the City reasonably believes such violation is likely, the City may serve written notice upon the Contractor and the Surety of the intention to terminate such contract. Such notice shall contain the reasons for such intent to terminate the contract. Unless within five (5) days after the serving of such notice upon the Contractor such violation shall cease and arrangements satisfactory to the City for correction be made, the contract shall upon expiration of said five (5) days cease and terminate with no further notice. In the event of any such termination, the City

shall immediately serve notice thereof upon the Surety, and the Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within seven (7) days from the date of the mailing to such Surety notice of termination, the City may take over the work and prosecute the same completion at the expense of the Contractor, and the Contractor and his Surety shall be liable to the City for any excess cost occasioned to the City thereby, and in such event the City may take possession of and utilize in completing the work, such materials and equipment including those of the Contractor as may be on the site of the work and necessary therefore.

(b) In the event of termination, the Contractor shall pay to the City, all costs over and above the contract price expended by the City in the completion of the work and this obligation shall survive the termination of the contract. Such payment shall not preclude or waive the City's entitlement to additional damages or be construed as an election of remedies.

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

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

(1) For claims arising in and from the performance of the work on the project under this contract.

(2) For defective work not remedied.

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

10. CHANGE ORDERS

10.1 CHANGE ORDER/DEFINED:

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

10.2 AUTHORITY TO BIND CITY:

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

(a) The City Manager or his designee is hereby empowered to execute the following Change Orders:

(1) Change Orders which do not alter the scope or cost of the project.

(2) Change Orders which result in a reduction in cost, but do not alter the scope or quality of the project.

(b) The City Manager or his designee is empowered to execute the following Change Orders without prior approval by the City Council, provided, however, he shall report such Change Orders to the City Council within two (2) weeks of such execution:

(1) Change Orders which result from emergency situations, defined as:

(a) Any clear and present danger or hazard to health, safety or welfare, or;

(b) A condition which would require the cessation of work on the project, if not immediately executed.

(2) Change Orders which result in an additional project cost, if the accrued costs of all Change Orders to date does not exceed the lessor of $5,000.00 or ten percent (10%) of the original cost.

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

10.3 METHOD:

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

10.4 WAIVER:

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

11. PAYMENTS

11.1 APPLICATION FOR PARTIAL PAYMENTS; WAIVERS:

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

11.2 PAYMENT OF EMPLOYEES; PREVAILING WAGE RATES:

The Contractor, and its subcontractors, shall comply with the Prevailing Wage Act (820 ILCS 130/1 et seq.), as amended. The Contractor, and each subcontractor, shall keep, or cause to be kept, an accurate record showing the names and occupation of all laborers, workers and mechanics employed by the Contractor or its subcontractors, in connection with the Work and

showing the actual hourly wages paid to each such person. The submittal of an invoice or payment request to the City shall constitute the Contractor's certification to the City that all the wages paid for the work covered by the invoice or payment request have been paid in compliance with the Prevailing Wage Act. Upon the written request of the City, the Contractor, and its subcontractors, shall provide a complete and accurate copy of the records establishing compliance with the Prevailing Wage Act and this paragraph.

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

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

11.3 PARTIAL PAYMENTS BY THE CITY:

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

11.4 FINAL PAYMENT:

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

11.5 NO WAIVERS:

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

12. ADDITIONAL REQUIREMENTS:

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

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

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

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

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

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

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

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

GENERAL CONDITIONS

TAX EXEMPTION:

a.) The City of Joliet, Illinois, is not liable for the Illinois Retailers Occupation Tax, the Service Occupation Tax or the Service Use Tax.

b.) Sales to the City of Joliet for materials and services are exempt from State and local taxes pursuant to Rule 40 of the Illinois Retailers Occupation Tax Rules, issued April 15, 1965. No charge will be allowed for taxes from which the City of Joliet, Illinois, is exempt.

c.) The City of Joliet is exempt from Federal Excise and Transportation Tax. Our FEIN is 36-6088568; our Illinois Tax Exemption Identification Number is E 9992-5631-06.

NOTICE TO BIDDERS – ETHICS ORDINANCE AND INSPECTOR GENERAL COMPLIANCE

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

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

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

PREVAILING WAGES

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

For Prevailing Wage information please go to the City of Joliet Website

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

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

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

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

CITY OF JOLIET

WESTSIDE WASTEWATER TREAMENT PLANT HIGH MAST LIGHTING UPGRADES SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS

The following Supplemental Special Provisions supplement the City of Joliet Special Provisions and General Conditions adopted January 1, 2013, and the "Standard Specifications for Road and Bridge Construction, adopted January 1, 2012 and the latest edition for the "Illinois Manual on Uniform Traffic Control Device for Streets and Highways," and the "Standard Specifications for Water and Sewer Main Construction in Illinois," in effect on the date of invitation for bids. In case of conflict with any parts of said specifications, the said Supplemental Special Provisions shall take precedence and shall govern. The above named publications shall hereinafter be referred to as the "Standard Specifications" which apply to and govern the **WESTSIDE WASTEWATER TREAMENT PLANT HIGH MAST LIGHTING UPGRADES**

LOCATION OF THE PROJECT

The project is located at the following location; 4000 Channahon Road, Joliet, Illinois, Will County known as the Westside Wastewater Treatment Plant.

SCOPE OF WORK

Removal and replacement of eighteen (18) high mast mercury vapor lights. The replacement light shall be led as called out in the section REPLACEMENT LIGHTS.

This work will be paid for at the contract lump sum price for "WESTSIDE WASTEWATER TREAMENT PLANT HIGH MAST LIGHTING" . Lump sum price shall be all inclusive.

REFER TO REFERANCE DRAWINGS FOR LOCATIONS

1. Clark Dietz, Westside Wastewater Treatment Plant Expansion Phase II Sheet E-4.

REPLACEMENT LIGHTS

The replacement lights shall be Holophane HMLES4-P3-40K-HVOLT-HAS-AQ-AO-480V or equal. See attached Holophane specifications for details.

INSTALLATION

It is anticipated that all hardware and wiring shall be reused.

CONTRACT TIME

The prices in this contract shall be valid until full completion of the project, or until the end of the calendar year (whichever is later). The contract shall expire on that date or once the contract's full dollar value is reached, whichever occurs first, unless extended in writing or by change order. The City may terminate the contract at any time if the contractor is not meeting the expected schedule or quality of work.

CHANGE ORDERS

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

PAYMENTS

All work, which is inspected and accepted by the Engineer, will be approved for payment, minus the retainage. The retainage will be 10% for this contract. The contractor shall notify the engineer daily of work completed to allow inspection time prior to request for payment. A lump sum payment will be made upon completion of all initial contract work and acceptance by the Engineer.

BASIS OF PAYMENT

The City will base payment on percentage of completed work and will not pay for downtime, overtime, or travel time. The cost for specialty items, which are outside the scope of the specifications, shall be negotiated prior to performing the work.

SCHEDULE

The contractor shall be contacted in writing of the work locations and issued a **NOTICE TO PROCEED.** Upon receipt of this notice, the contractor shall have sixty (60) calendar days to complete the project. Failure to complete the work in the allotted time can result in the City of Joliet completing the work and deducting the cost from the contract. The Engineer may grant additional time due to extreme weather conditions. These include frost depths of greater than twenty-four (24) inches, thunderstorms, heavy snow, and wet soil that does not permit safe working conditions. The engineer may grant an extension due to material shortages.

PROTECTIVE MEASURES

The Contractor shall include furnishing, installing, maintaining, relocating and removing traffic control devices for regulating, warning or directing vehicle or pedestrian traffic during the construction of this improvement. All traffic protection shall conform to the State Specifications and the "Manual on Uniform Traffic Control." This work shall be incidental to the work and no extra compensation will be considered.

DISPOSAL OF SURPLUS MATERIAL

Surplus and waste materials resulting from the items cover under this contract shall be disposed of by the Contractor, at his/her own expense, in accordance with all applicable federal, state, and local governmental regulations. The City is in no way obligated to provide disposal sites or provided additional compensation for disposal of spoil materials.

ALLOWANCE

An allowance of $10,000.00 has been included to cover unforeseen expenses associated with supplemental work items, whether included or not included in the schedule of prices

PROPOSAL

TO: The City of Joliet, Illinois

FROM: _____
(Name of Bidder)

1. The undersigned bidder, having examined and in accordance with all the Contract Documents as defined in the Instruction proposes to furnish the material, supplies, services and equipment called for in the Contract Documents for the sum as set forth in the bidding schedule portion of this proposal

2. If the Contract were awarded to the undersigned bidder, the bidder agrees to be bound by all terms in the Contract Documents.

3. If the Contract is awarded to the undersigned bidder, the bidder agrees to execute and deliver to the City all Documents in the form that they appear in the Bid Package within ten (10) days after mailing of the Notice of Award to the bidder.

4. Attached to the front cover of the Contract Documents is bid security in the amount of_____ ($_____00) in the form of a _____submitted herewith in accordance with the Instructions to Bidders.

5. The entire project will be completed within _____ days after execution of the contract.

6. Bidding Schedule – See Bidding Schedule – Page 2.

BIDDING SCHEDULE

1) Westside Wastewater Treatment Plant Hight Mast Lighting = Lump Sum $ _____

) Extra Work Allowance Allowance $ 10,000.00

TOTAL **$_____**

Submitted By: _____

_____
Print Name of Company

By_____
Signature of Person Authorized to Sign Bid

Title_____

Address_____

_____

Telephone ( ) _____

Email _____

Date_____

CONTRACT SPECIFICATION - DEVIATIONS AND SUBSTITUTIONS

Pursuant to Section 15 of the Instructions to Bidders, please list any and all deviations and substitutions made in the Contract Specifications here:

All deviations or substitutions must meet or exceed the specifications.

SUBMITTED BY:

_____
Print Name of Company

BY:_____
Signature of person authorized to sign bid

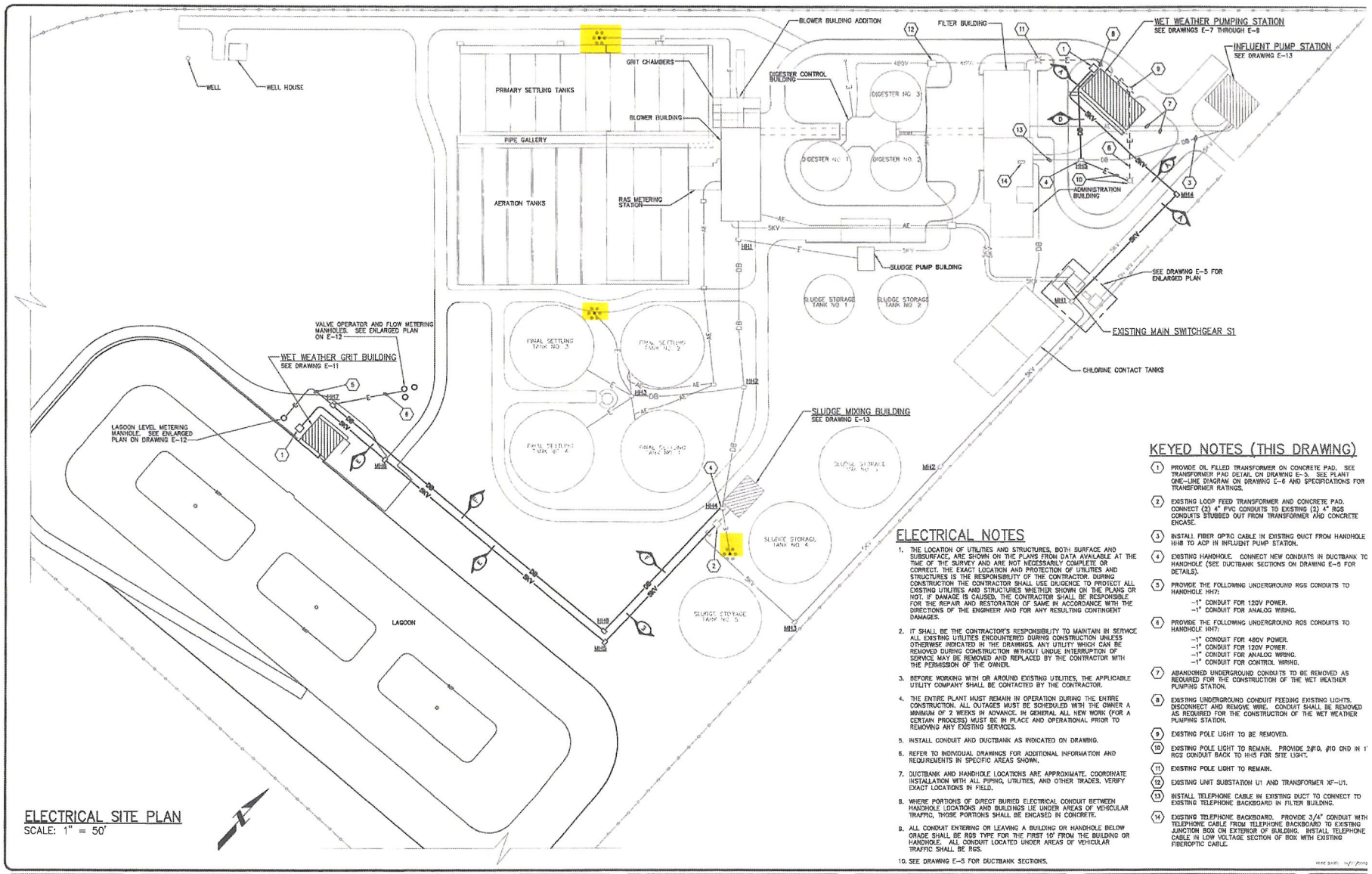
TITLE_____

ADDRESS_____

_____

PHONE (_____)_____

DATE_____



ELECTRICAL SITE PLAN
SCALE: 1" = 50'

KEYED NOTES (THIS DRAWING)

1. PROVIDE OIL FILLED TRANSFORMER ON CONCRETE PAD. SEE TRANSFORMER PAD DETAIL ON DRAWING E-5. SEE PLANT ONE-LINE DIAGRAM ON DRAWING E-6 AND SPECIFICATIONS FOR TRANSFORMER RATINGS.
2. EXISTING LOOP FEED TRANSFORMER AND CONCRETE PAD. CONNECT (2) 4" PVC CONDUITS TO EXISTING (2) 4" RGS CONDUITS STUBBED OUT FROM TRANSFORMER AND CONCRETE ENCASE.
3. INSTALL FIBER OPTIC CABLE IN EXISTING DUCT FROM HANDHOLE HH8 TO ACP IN INFLUENT PUMP STATION.
4. EXISTING HANDHOLE. CONNECT NEW CONDUITS IN DUCTBANK TO HANDHOLE (SEE DUCTBANK SECTIONS ON DRAWING E-5 FOR DETAILS).
5. PROVIDE THE FOLLOWING UNDERGROUND RGS CONDUITS TO HANDHOLE HH7:
   - -1" CONDUIT FOR 120V POWER.
   - -1" CONDUIT FOR ANALOG WIRING.
6. PROVIDE THE FOLLOWING UNDERGROUND RGS CONDUITS TO HANDHOLE HH7:
   - -1" CONDUIT FOR 480V POWER.
   - -1" CONDUIT FOR 120V POWER.
   - -1" CONDUIT FOR ANALOG WIRING.
   - -1" CONDUIT FOR CONTROL WIRING.
7. ABANDONED UNDERGROUND CONDUITS TO BE REMOVED AS REQUIRED FOR THE CONSTRUCTION OF THE WET WEATHER PUMPING STATION.
8. EXISTING UNDERGROUND CONDUIT FEEDING EXISTING LIGHTS. DISCONNECT AND REMOVE WIRE. CONDUIT SHALL BE REMOVED AS REQUIRED FOR THE CONSTRUCTION OF THE WET WEATHER PUMPING STATION.
9. EXISTING POLE LIGHT TO BE REMOVED.
10. EXISTING POLE LIGHT TO REMAIN. PROVIDE 2#10, #10 GND IN 1" RGS CONDUIT BACK TO HH5 FOR SITE LIGHT.
11. EXISTING POLE LIGHT TO REMAIN.
12. EXISTING UNIT SUBSTATION U1 AND TRANSFORMER XF-U1.
13. INSTALL TELEPHONE CABLE IN EXISTING DUCT TO CONNECT TO EXISTING TELEPHONE BACKBOARD IN FILTER BUILDING.
14. EXISTING TELEPHONE BACKBOARD. PROVIDE 3/4" CONDUIT WITH TELEPHONE CABLE FROM TELEPHONE BACKBOARD TO EXISTING JUNCTION BOX ON EXTERIOR OF BUILDING. INSTALL TELEPHONE CABLE IN LOW VOLTAGE SECTION OF BOX WITH EXISTING FIBEROPTIC CABLE.

ELECTRICAL NOTES

1. THE LOCATION OF UTILITIES AND STRUCTURES, BOTH SURFACE AND SUBSURFACE, ARE SHOWN ON THE PLANS FROM DATA AVAILABLE AT THE TIME OF THE SURVEY AND ARE NOT NECESSARILY COMPLETE OR CORRECT. THE EXACT LOCATION AND PROTECTION OF UTILITIES AND STRUCTURES IS THE RESPONSIBILITY OF THE CONTRACTOR. DURING CONSTRUCTION THE CONTRACTOR SHALL USE DILIGENCE TO PROTECT ALL EXISTING UTILITIES AND STRUCTURES WHETHER SHOWN ON THE PLANS OR NOT. IF DAMAGE IS CAUSED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RESTORATION OF SAME IN ACCORDANCE WITH THE DIRECTIONS OF THE ENGINEER AND FOR ANY RESULTING CONTINGENT DAMAGES.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN IN SERVICE ALL EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION UNLESS OTHERWISE INDICATED IN THE DRAWINGS. ANY UTILITY WHICH CAN BE REMOVED DURING CONSTRUCTION WITHOUT UNDUE INTERRUPTION OF SERVICE MAY BE REMOVED AND REPLACED BY THE CONTRACTOR WITH THE PERMISSION OF THE OWNER.
3. BEFORE WORKING WITH OR AROUND EXISTING UTILITIES, THE APPLICABLE UTILITY COMPANY SHALL BE CONTACTED BY THE CONTRACTOR.
4. THE ENTIRE PLANT MUST REMAIN IN OPERATION DURING THE ENTIRE CONSTRUCTION. ALL OUTAGES MUST BE SCHEDULED WITH THE OWNER A MINIMUM OF 2 WEEKS IN ADVANCE. IN GENERAL ALL NEW WORK (FOR A CERTAIN PROCESS) MUST BE IN PLACE AND OPERATIONAL PRIOR TO REMOVING ANY EXISTING SERVICES.
5. INSTALL CONDUIT AND DUCTBANK AS INDICATED ON DRAWING.
6. REFER TO INDIVIDUAL DRAWINGS FOR ADDITIONAL INFORMATION AND REQUIREMENTS IN SPECIFIC AREAS SHOWN.
7. DUCTBANK AND HANDHOLE LOCATIONS ARE APPROXIMATE. COORDINATE INSTALLATION WITH ALL PIPING, UTILITIES, AND OTHER TRADES. VERIFY EXACT LOCATIONS IN FIELD.
8. WHERE PORTIONS OF DIRECT BURIED ELECTRICAL CONDUIT BETWEEN HANDHOLE LOCATIONS AND BUILDINGS LIE UNDER AREAS OF VEHICULAR TRAFFIC, THOSE PORTIONS SHALL BE ENCASED IN CONCRETE.
9. ALL CONDUIT ENTERING OR LEAVING A BUILDING OR HANDHOLE BELOW GRADE SHALL BE RGS TYPE FOR THE FIRST 10' FROM THE BUILDING OR HANDHOLE. ALL CONDUIT LOCATED UNDER AREAS OF VEHICULAR TRAFFIC SHALL BE RGS.
10. SEE DRAWING E-5 FOR DUCTBANK SECTIONS.

NOTE: ENGINEERING DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

ACTIVITY	INITIALS	DATE
DESIGNED BY	SEM/JJF	10/02
DRAWN BY	JJF	10/02
CHECKED BY	CEC	10/02

NO.	DATE	REVISION	INITIALS

DATE	DISTRIBUTION

Clark Dietz
DESIGN FIRM REGISTRATION
CHAMPAIGN, ILLINOIS
CHICAGO, ILLINOIS
EVANSVILLE, INDIANA
INDIANAPOLIS, INDIANA
KENOSHA, WISCONSIN

CITY OF JOLIET, ILLINOIS
WESTSIDE WASTEWATER TREATMENT PLANT EXPANSION PHASE II

ELECTRICAL SITE PLAN

PROJECT NUMBER J02360

DRAWING NUMBER E-4

HOLOPHANE®
LEADER IN LIGHTING SOLUTIONS

Catalog Number	
Notes	Type

HMLED4

LED High Mast Lighting



Mechanical
Rugged die cast, low copper content aluminum alloy electrical and optical housing are polyester powder coated with super durable paint for durability and corrosion resistance. Rigorous pre-treating and painting process yields a finish that achieves a scribe creepage rating of 10 (per ASTM D1654) after over 5,000 hours exposure to salt fog chamber (per ASTM B117). Four bolt horizontal arm mount with +/- 5 degree vertical adjustment provides 3g vibration rating per ANSI C136. Mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8"). Two captive bolts disengage top electrical cover for easy access to LED drivers, surge protection, and terminal block. IP66 rated LED modules, IP65 electrical assembly per IEC60068-2-3. Luminaire electrical and optical housing ship complete in one carton facilitating installation and minimizing carton disposal at jobsite.

Electrical
Quick disconnect connectors for ease of installation and maintenance. Extreme surge protection meets 20KV/10KA per ANSI/IEEE C62.41. Driver includes 0-10V dimming, meets maximum total harmonic distortion (THD) of 20%, and is ROHS compliant. A three stage terminal block is standard for ease of installation. Minimum operating temperature is -40°C. Electronic driver has an expected life of 100,000 hours at 25°C. XVOLT - Electrical option provides protection against dropped neutral in 277V input as derived from 480V Wye. XVOLT also provides greater immunity from six common power quality issues.

Optical
Chip on Board (COB) LED technology with color temperature options of 3000K, 4000K and 5000K with CRI of 70 minimum. Borosilicate prismatic glass optics ensure longevity and minimize dirt depreciation. Zero uplight optics reduce sky glow and meets Dark Sky requirements. Prismatic glass optics provide overlapping pattern on application space eliminating dark spots. Prismatic glass optics minimize direct view of LED, reducing glare. Rotatable optic assembly provides alignment of asymmetric distributions to roadway.

Controls (Optional)
Controls options include the PR3 and PR7 locking style photocontrol receptacles. The PR7 receptacle option is factory pre-wired to dimming leads of drivers.
PCLL - Extreme long life solid state locking-style photocontrol (20 year rated life)

ICMNYX - Nyx Hemera module, an onboard device that can receive power line control signals and communicate commands to the driver. Part of an overall Nyx Hemera control system and relies on components of the control system that are installed outside of the luminaire and provided separately.

Field Adjustable Output (AO) module — An onboard device that allows manual adjustment of the light output and input wattage to meet site specific requirements, allowing a single fixture configuration to be flexibly applied in many different applications. The AO module is pre-set at the factory to position 8 (100% output).

Testing Compliance
See Holophane HMAO-LED Validation Test Specification – Luminaire conforms to the following standards:
- ANSI/IEEE extreme surge protection per C136.2
- ANSI C82.77:2002 harmonic distortion
- Vibration tested to 3g level per ANSI C136.31-2018
- Scribe creepage rating of 10 (per ASTM D1654) after over 5,000 hours exposure to salt fog chamber (per ASTM B117)
- FCC Title 47 Part 15, subpart B
- Optical enclosure tested to IP66 ingress protection per IEC 60529:1999
- IEC 61000 – Electromagnetic Compatibility Testing (EMC)
- UL 1598, Wet Location – Safety Listing
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Manufacturing
Manufactured in Crawfordsville, Indiana. ARRA compliant. Test 100% electrical of all luminaires before shipment. No less than five (5) years experience in manufacturing LED-based products.

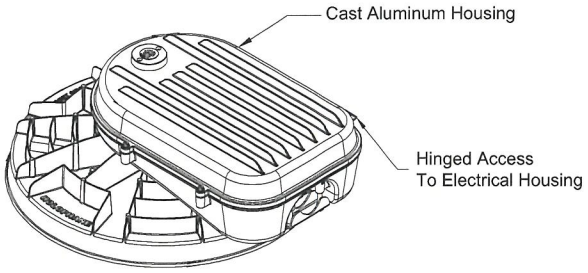
Buy America
This product is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT. Please refer to www.acuitybrands.com/resources/buyamerican for additional information.

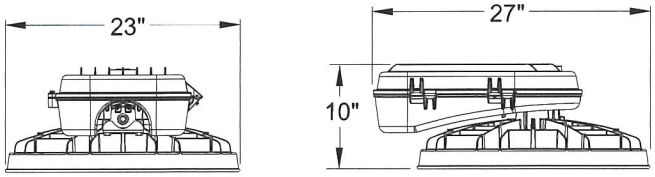
Warranty
5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.

LED · c UL us LISTED · 66 IP RATED · DLC · Buy American

DIMENSIONAL DATA





Weight = 68 lbs. max (See Table on Page 6 for Details)
EPA of Fixture = 1.30 sq. ft.
EPA of Fixture with Shield = 3.11 sq. ft.

UL1598, 50°C, Wet location P1, P2, P3, P4, P5
UL1598, 40°C, Wet location P6
UL1598, 30°C, Wet location P7

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ORDERING INFORMATION

Example: HMLED4 P4 40K HVOLT HGR AW PR7

Series	Performance Package	Color temperature	Voltage	Housing Color	Optical	Options
HMLED4	P1 31,000 Lumens P2 42,000 Lumens P3 63,000 Lumens P4 85,000 Lumens P5 105,000 Lumens P6 112,000 Lumens P7 120,000 Lumens	30K 3000K CCT 40K 4000K CCT 50K 5000K CCT	MVOLT 120-277V HVOLT 347-480V XVOLT 277-480V with enhanced power quality protection	HAS As Specified HGR Gray HGH Graphite HBK Black HBZ Bronze HWH White	LN Long and Narrow MAS Medium, Asymmetric MAW Medium, Asymmetric Wide NAS Narrow, Asymmetric FTA Forward Throw, Asymmetric AN Area Narrow AW Area Wide AWS Area Wide Square	A0 Field Adjustable Output SFD Single Fuse Disconnect DFD Double Fuse Disconnect PR3 3 Pin NEMA Receptacle PR7 7 Pin NEMA Receptacle PCLL DTL DLL Photocontrol for 120-277V PCL3 DTL DLL Photocontrol for 347V PCL4 DTL DLL Photocontrol for 480V SH Shorting Cap ICMNYX Integrated Nyx Hemera Control DALI DALI driver option, consult factory

Accessories: *Order as separate catalog number.*	
HMLEDF1FUS10R	Single Fuse Accessory
HMLEDF2FUS10R	Double Fuse Accessory
HMLED4D90	90 Degree Shield
HMLED4D120	120 Degree Shield
HMLED4D180	180 Degree Shield

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PERFORMANCE PACKAGE	DISTRIBUTION	SYSTEM WATTS	3000K		4000K		5000K	
			LUMENS	LPW	LUMENS	LPW	LUMENS	LPW
P1	LN	199	32,484	163	33,085	166	33,686	169
	MAS		29,689	149	30,238	152	30,787	155
	MAW		29,772	149	30,323	152	30,873	154
	NAS		29,864	150	30,416	153	30,968	156
	FTA		28,052	141	28,571	144	29,090	146
	AN		33,014	166	33,625	169	34,235	172
	AW		30,655	154	31,222	157	31,788	160
	AWS		30,589	154	31,155	157	31,720	159
P2	LN	295	46,264	157	47,120	160	47,975	162
	MAS		42,284	143	43,066	146	43,848	149
	MAW		42,401	144	43,186	147	43,970	149
	NAS		42,532	144	43,319	147	44,105	150
	FTA		39,952	135	40,691	138	41,430	140
	AN		47,019	159	47,889	162	48,758	165
	AW		43,659	148	44,466	151	45,273	153
	AWS		43,565	148	44,371	150	45,176	153
P3	LN	429	66,995	156	68,234	159	69,473	162
	MAS		61,231	143	62,363	145	63,495	148
	MAW		61,401	143	62,536	146	63,672	149
	NAS		61,590	144	62,729	146	63,868	149
	FTA		57,856	135	58,926	137	59,995	140
	AN		68,087	159	69,346	162	70,605	165
	AW		63,221	147	64,390	150	65,559	153
	AWS		63,086	147	64,253	150	65,420	152
P4	LN	582	86,109	148	87,701	151	89,294	153
	MAS		78,700	135	80,155	138	81,611	140
	MAW		78,919	136	80,378	138	81,838	141
	NAS		79,162	136	80,626	139	82,090	141
	FTA		74,359	128	75,734	130	77,109	132
	AN		87,513	150	89,131	153	90,749	156
	AW		81,258	140	82,761	142	84,264	145
	AWS		81,086	139	82,585	142	84,084	144
P5	LN	703	107,758	153	109,751	156	111,744	159
	MAS		98,487	140	100,308	143	102,129	145
	MAW		98,762	140	100,588	143	102,414	146
	NAS		99,065	141	100,897	144	102,729	146
	FTA		93,054	132	94,775	135	96,496	137
	AN		109,516	156	111,542	159	113,567	162
	AW		101,689	145	103,569	147	105,449	150
	AWS		101,472	144	103,348	147	105,225	150
P6	LN	753	112,822	150	114,908	153	116,995	155
	MAS		103,115	137	105,022	139	106,929	142
	MAW		103,403	137	105,315	140	107,227	142
	NAS		103,721	138	105,639	140	107,557	143
	FTA		97,427	129	99,229	132	101,030	134
	AN		114,663	152	116,783	155	118,903	158
	AW		106,467	141	108,436	144	110,405	147
	AWS		106,241	141	108,205	144	110,169	146
P7	LN	838	121,877	145	124,130	148	126,384	151
	MAS		111,391	133	113,450	135	115,510	138
	MAW		111,701	133	113,767	136	115,832	138
	NAS		112,045	134	114,117	136	116,188	139
	FTA		105,246	126	107,192	128	109,138	130
	AN		123,865	148	126,156	151	128,446	153
	AW		115,012	137	117,139	140	119,265	142
	AWS		114,767	137	116,889	139	119,011	142

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OPTIONS MATRIX

		Performance Package							Color Temperature			Voltage			Housing Color					
		P1	P2	P3	P4	P5	P6	P7	30K	40K	50K	MVOLT	HVOLT	XVOLT	HAS	HGR	HGY	HBK	HBZ	HWH
Performance Package	P1		N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P2	N		N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P3	N	N		N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P4	N	N	N		N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P5	N	N	N	N		N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P6	N	N	N	N	N		N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P7	N	N	N	N	N	N		Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y
Color Temperature	30K	Y	Y	Y	Y	Y	Y	Y		N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
	40K	Y	Y	Y	Y	Y	Y	Y	N		N	Y	Y	Y	Y	Y	Y	Y	Y	Y
	50K	Y	Y	Y	Y	Y	Y	Y	N	N		Y	Y	Y	Y	Y	Y	Y	Y	Y
Voltage	MVOLT	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		N	N	Y	Y	Y	Y	Y	Y
	HVOLT	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N		N	Y	Y	Y	Y	Y	Y
	XVOLT	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	N	N		Y	Y	Y	Y	Y	Y
Housing Color	HAS	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		N	N	N	N	N
	HGR	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N		N	N	N	N
	HGY	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N		N	N	N
	HBK	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N		N	N
	HBZ	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	N		N
	HWH	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	N	
Optics	LN	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	MAS	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	MAW	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	NAS	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	FTA	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	AN	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	AW	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	AWS	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Options	AO	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	DALI	RFD	RFD	RFD	RFD	RFD	RFD	N	RFD	RFD	RFD	RFD	N	N	RFD	RFD	RFD	RFD	RFD	RFD
	SFD	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	DFD	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	PR3	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	PR7	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	PCLL	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y
	PCL3	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y
	PCL4	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y
	SH	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	ICMNYX	Y	Y	Y	Y	N	N	N	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y
HSS	HMLED4D90	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	HMLED4D120	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	HMLED4D180	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

Note: Options designated "RFD" require additional information. Consult factory

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OPTIONS MATRIX (continued)

		Options											Shielding		
		AO	DALI	SFD	DFD	PR3	PR7	PCLL	PCL3	PCL4	SH	ICMNYX	HMLED4D90	HMLED4D120	HMLED4D180
Performance Package	P1	Y	RFD	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P2	Y	RFD	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P3	Y	RFD	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P4	Y	RFD	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	P5	Y	RFD	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y
	P6	Y	RFD	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y
	P7	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y
Color Temperature	30K	Y	RFD	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	40K	Y	RFD	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	50K	Y	RFD	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Voltage	MVOLT	Y	RFD	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y
	HVOLT	Y	N	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y
	XVOLT	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y
Housing Color	HAS	Y	RFD	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	HGR	Y	RFD	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	HGY	Y	RFD	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	HBK	Y	RFD	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	HBZ	Y	RFD	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	HWH	Y	RFD	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Optics	LN	Y	RFD	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	MAS	Y	RFD	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	MAW	Y	RFD	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	NAS	Y	RFD	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	FTA	Y	RFD	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	AN	Y	RFD	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	AW	Y	RFD	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	AWS	Y	RFD	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Options	AO		N	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y
	DALI	N		RFD	RFD	RFD	RFD	RFD	RFD	RFD	RFD	N	RFD	RFD	RFD
	SFD	Y	RFD		N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	DFD	Y	RFD	N		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	PR3	Y	RFD	Y	Y		N	Y	Y	Y	Y	N	Y	Y	Y
	PR7	Y	RFD	Y	Y	N		Y	Y	Y	Y	N	Y	Y	Y
	PCLL	Y	RFD	Y	Y	Y	Y		N	N	N	N	Y	Y	Y
	PCL3	Y	RFD	Y	Y	Y	Y	N		N	N	N	Y	Y	Y
	PCL4	Y	RFD	Y	Y	Y	Y	N	N		N	N	Y	Y	Y
	SH	Y	RFD	Y	Y	Y	Y	N	N	N		N	Y	Y	Y
	ICMNYX	N	N	Y	Y	N	N	N	N	N	N		Y	Y	Y
HSS	HMLED4D90	Y	RFD	Y	Y	Y	Y	Y	Y	Y	Y	Y		N	N
	HMLED4D120	Y	RFD	Y	Y	Y	Y	Y	Y	Y	Y	Y	N		N
	HMLED4D180	Y	RFD	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	

Note: Options designated "RFD" require additional information. Consult factory

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Adjustable Output Reponse (AO)		
AO Position	% Lumen Output	% Wattage
1	21%	19%
2	33%	31%
3	46%	43%
4	58%	56%
5	70%	68%
6	82%	81%
7	94%	94%
8 (factory default)	100%	100%

Luminaire Ambient Temperature (LAT) Factor					
0C	15C	25C	35C	40C	50C
1.05	1.02	1.00	0.98	0.97	0.96

P1 thru P5 qualified to 50°C
P6 qualified to 40°C
P7 qualified to 30°C
ICMNYX option qualified to 40°C

	LED Lumen Maintenance					
Lumen Package	0 hours	25,000 hours	50,000 hours	60,000 hours	75,000 hours	100,000 hours
P1 thru P4	100%	96%	92%	91%	*89%*	*85%*
P5	100%	96%	92%	90%	*88%*	*84%*
P6	100%	95%	91%	89%	*87%*	*82%*
P7	100%	94%	89%	87%	*84%*	*79%*

The *italicized* data is extrapolated beyond the TM-21 standard

	Input Operating Amps					
	120V	208V	240V	277V	347V	480V
P1	1.69	0.97	0.84	0.73	0.58	0.42
P2	2.48	1.43	1.24	1.08	0.86	0.62
P3	3.59	2.07	1.80	1.56	1.24	0.90
P4	4.87	2.81	2.44	2.11	1.69	1.22
P5	5.85	3.38	2.93	2.53	2.02	1.46
P6	6.28	3.62	3.14	2.72	2.17	1.57
P7	6.97	4.02	3.48	3.02	2.65	1.92

Fixture Weight	
P1 thru P2	47 lbs
P3 thru P4	53 lbs
P5 thru P7	59 lbs
P7 HVOLT	68 lbs

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

AFFIDAVITS

Business Status of Bidder

BIDDER/APPLICANT:

_____
Name

_____
Principal place of business

_____
Address

_____
City, State, Zip Code

The Bidder is a:

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

Corporation

The state of incorporation is: _____

The registered agent of the corporation in Illinois is:

Name _____

Address _____

_____

City, State, Zip _____

The officers of the corporation are:

_____ _____
President *Secretary*

_____ _____
Vice President *Treasurer*

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

Limited Liability Company

The state of registration is: _____

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

*Name*_____

*Address*_____
City State Zip

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

*Address*_____

*City State Zip*_____

The managers and members of the Limited Liability Company are:

_____	_____
Name	*Name*
_____	_____
Address	*Address*
_____	_____
City, State	*City, State*

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

Sole Proprietorship

The address of the sole proprietor is:

_____
Address

_____
City, State

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

_____ _____

BID RIGGING AND BID ROTATING

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

A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price or that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;

C. The bid is genuine and not collusive or sham;

D. The prices or breakdowns thereof and any and all contents which had been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;

E. All statements contained in such bid are true;

F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;

G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

Section 2a

NON-COLLUSION

A. No officer or employee of the City of Joliet has a direct or indirect pecuniary interest in this bid.

B. No officer or employee of the City of Joliet has disclosed to the bidder any information related to the terms of a sealed bid.

C. No officer or employee of the City of Joliet has informed the bidder that the bid will be accepted only if specified persons are included as subcontractors.

D. Only the bidder will be entitled to the proceeds of the contract if this bid is accepted by the City of Joliet.

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

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

A. He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to paragraphs A through G above; or

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

C. That he has not participated, and will not participate, in any action contrary to paragraphs A through G above.

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

THE REQUIREMENTS OF THE ILLINOIS DRUG FREE WORKPLACE ACT

Section 5. The undersigned will publish a statement:

A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace;

B. Specifying the actions that will be taken against employees for violations of this prohibition;

C. Notifying the employees that, as a condition of their employment to do work under the contract with the City of Joliet, the employees will:

1. Abide by the terms of the statement; and

2. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring 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 proposal certifies that neither the undersigned nor the entity is barred from contracting with the City of Joliet because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

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

NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this contract, the contractor agrees:

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

B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.

E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human

Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

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

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

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

THE AMERICANS WITH DISABILITIES ACT

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

Signed by:_____
[name]

_____
[title]

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

By: _____
Notary Public

-seal-

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

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

AFFIDAVIT
REGARDING BIDDER AVAILABILITY

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

PART I. WORK UNDER CONTRACT

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

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

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

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

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

Drainage							
Electrical							
Curb & Gutter							
Sewer							
Water							
Sidewalks							
Demolition							
Other/Explain							
Totals							

Date Equipment Available For Work							

_____
(SIGNATURE)

_____
(PRINT NAME)

_____
(TITLE)

Subscribed and Sworn to before me this

_____ day of _____, AD, **2022.**

_____
NOTARY PUBLIC

STOP*

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

_____ 1. BID SECURITY

_____ 2. BIDDING SCHEDULE

_____ 3. BID PROPOSAL

_____ 4. ALL AFFIDAVITS, SIGNED & NOTARIZED

_____ 5. RESPONSIBLE BIDDER ORDINANCE CHECKLIST

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

***(FOR CONSTRUCTION CONTRACTS ONLY)**

AGREEMENT

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

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

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

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

IN WITNESS WHEREOF, the City and the Contractor, by their duly authorized representatives have hereunto set their hands this _____day of _____, 20__.

CITY OF JOLIET,
an Illinois Municipal Corporation,

By:_____
James V. Capparelli
City Manager

Attest:_____
Christa M. Desiderio
City Clerk

Approved as to form:

_____
Sabrina Spano
Corporation Counsel

Print name of Contractor_____

By:_____

Print Name: _____

Title: _____