REQUEST FOR QUOTE

CITY OF JOLIET
NEIGHBORHOOD SERVICES
150 West Jefferson Street
Joliet, Illinois 60432-4156
(815) 724-3925

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

PROJECT TITLE: **DEMOLITION OF 1000 N. CENTER ST., JOLIET IL**

***DEPARTMENT*:** **Community and Economic Development (Neighborhood Svcs)**
PROJECT NO: D - 1000 N. Center St. (funded by Gen Corp)
***SUBMITTAL DATE AND TIME*: October 21, 2022 at 10:00 AM**

QUOTE DEPOSIT REQUIREMENTS

___ **Required** **10% of the bid; Bid Bond or Certified or Cashier's Check**	__X__ **Not Required**

DESCRIPTIVE LITERATURE AND TECHNICAL DATA

____ **To Be Submitted with Bid**	____ **Not Required**	__X__ **As Required By Specifications**

PERFORMANCE BOND

____ **Required** **100% of the base bid** **(see section 2.2 of the General Conditions)**	__X__ **Not Required** **(see section 2.2 of the General Conditions)**

CERTIFICATE OF INSURANCE

__X__ **Required, to be on file in the Purchasing Division, prior to commencing work – See Article 8 of the General Conditions.**	____ **Not Required**

QUESTIONS REGARDING THIS INVITATION TO BID SHOULD BE DIRECTED TO GABE FRIEND, NEIGHBORHOOD SERVICES, (815) 724-4099 gfriend@joliet.gov.

DEPARTMENT OF FINANCE
PURCHASING DIVISION
DAWN A. KOCHAN
PURCHASING/CONTRACTS ADMINISTRATOR
PHONE: 815/724-3925
FAX: 815/724-3929
dkochan@joliet.gov

Prospective Contractors:

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

Please note the submittal date as to when these quotes are due.

THIS DOCUMENT MUST BE RETURNED INTACT (THE SAME ORDER AS RECEIVED). FAILURE TO DO SO MAY INVALIDATE YOUR QUOTE. THE NUMBER AND NAME OF THE CONTRACT ALONG WITH THE DATE AND TIME OF THE OPENING MUST BE INDICATED ON OUTSIDE OF THE QUOTE SUBMITTAL ENVELOPE.

ALL QUOTES SHALL BE SUBMITTED BY ONE OF TWO METHODS.

1) BY REGULAR US MAIL TO THE OFFICE OF NEIGHBORHOOD SERVICES, ATTN GABE FRIEND, 150 WEST JEFFERSON STREET, JOLIET, ILLINOIS 60432;
2) SUBMITTED PERSONALLY TO THE OFFICE OF NEIGHBORHOOD SERVICES, ATTN GABE FRIEND, 150 WEST JEFFERSON STREET, JOLIET, ILLINOIS 60432.

THE QUOTE OPENING FOR THIS PROJECT WILL BE HELD AT THE NEIGHBORHOOD SERVICES' OFFICE AT 150 W. JEFFERSON ST., JOLIET, IL 60432. QUOTE RESULTS WILL BE POSTED AS USUAL ON THE CITY'S WEBSITE FOR THAT PROJECT AND EMAILS SENT OUT TO INDIVIDUALS WHO HAVE SUBSCRIBED TO THE RSS FEED FOR THAT PROJECT.

IT IS PREFERABLE THAT YOU MAIL YOUR BIDS/PROPOSALS.

THEY SHOULD BE ADDRESSED AS FOLLOWS:

CITY OF JOLIET -SEALED QUOTE ENCLOSED
OFFICE OF NEIGHBORHOOD SERVICES
ATTN: GABE FRIEND
150 W. JEFFERSON ST.
JOLIET, IL 60432

ALL QUOTES ARE DUE PRIOR TO THE TIME AND DATE SET FORTH FOR IN THE DOCUMENTS. RECEIPT OF YOUR DOCUMENT IN ANY LOCATION OTHER THAN CITY OF JOLIET NEIGHBORHOOD SERVICES, ATTN: GABE FRIEND, 150 W. JEFFERSON ST., JOLIET, IL 60432, DOES NOT CONSTITUTE RECEIPT. IF YOU ARE USING A DELIVERY SERVICE, THE FACT THAT IT WAS SIGNED FOR BY SOMEONE AT CITY OF JOLIET DOES NOT CONSTITUTE RECEIPT. TO ENSURE THAT YOUR PACKAGE WAS RECEIVED PRIOR TO THE OPENING, YOU CAN CONTACT 815-724-4099 OR 815-724-4090 TO VERIFY RECEIPT OF DOCUMENT.

THE CONTRACTOR SHALL ALSO STATE ON THE ENVELOPE THAT THEY ARE IN RECEIPT OF ALL ADDENDUMS TO THE CONTRACT.

ANY QUESTIONS OR CLARIFICATIONS CONCERNING THESE SPECIFICATIONS SHOULD BE DIRECTED TO THE PROJECT MANAGER, GABE FRIEND, 815-724-4099 OR gfriend@joliet.gov.

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

THANK YOU FOR YOUR CONSIDERATION.

DOCUMENT 00 01 10

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REQUEST FOR QUOTE

Project: **D – 1000 N. Center St.** DEMOLITION OF 1000 N. Center St.
Project Address: 1000 N. Center St., Joliet IL
Owner: City of Joliet
Project Manager: Gabe Friend 815-724-4099 gfriend@joliet.gov

The City of Joliet, does hereby invite Quotes for a contract for DEMOLITION OF 1000 N. Center St..
Quotes will be received at the office of the Neighborhood Services, City of Joliet Municipal Building, 150 West Jefferson Street, Joliet, Illinois 60432 until 10:00 AM local prevailing time on October 21, 2022 for the following project: contract for DEMOLITION OF 1000 N. Center St..

Electronic copies can be downloaded free of charge at https://www.joliet.gov/government/departments/purchasing/bids-proposals. All Bidding Document holders should sign up for RSS feeds at https://www.joliet.gov/government/departments/purchasing/bids-proposals/demolition 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/purchasing/bids-proposals. The potential contractor remains responsible for obtaining all addenda to the original specification so they should check the specific bid page before submitting a bid to make sure they have received all addendums to a specific contract.

The successful bidder will be required to provide a Certificate of Insurance as set forth in the Invitation of Bid and the General Terms & Conditions. For questions, please contact Gabe Friend, Project Manager, at 815-724-4099 or by email at gfriend@joliet.gov.

The City of Joliet has a local qualified bidder ordinance that DOES apply to this contract.

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

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

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

JAMES V. CAPPARELLI
City Manager

DAWN A. KOCHAN
Interim Purchasing/Contracts Administrator

END OF DOCUMENT

DOCUMENT 00 41 13

QUOTE FORM

To: City of Joliet

Project: **D – 1000 N. Center St.** DEMOLITION OF 1000 N. Center St.

Date: _____

Submitted by: _____

(full name and address) _____

1.1 OFFER

Having examined the Place of The Work and all matters referred to in the Project Documents, we the undersigned hereby provide a quote to perform the Work for the Sum of:

$_____,
in lawful money of the United States of America.

1.2 ACCEPTANCE

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

B. **If this offer is accepted by the Owner within the time period stated above, we will:**

1. **Execute the Agreement within seven (7) days of receipt of Notice of Award.**
2. **Furnish the required insurance within seven (7) days of receipt of Notice of Award in the form described in Supplementary Conditions.**
3. **Commence work within ten (10) days after written Notice to Proceed.**

1.3 CONTRACT TIME

A. If this offer is accepted, we will:

1. Complete the Work within 30 days of the Notice to Proceed.

1.4 QUOTE FORM SIGNATURES

_____

Contact Person for Bidder's Company _____

Phone Number _____

FAX Number _____

E-Mail Address _____

END OF DOCUMENT

DOCUMENT 00 52 14

AGREEMENT

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

RECITALS

WHEREAS, in consideration of the mutual promises of the parties set forth in the Contract Documents, the Contractor agrees to timely perform all work necessary for the proper completion of the work for the DEMOLITION OF 1000 N. Center St., JOLIET, IL 60433; and the City agrees to pay for the work as set forth in the Contract Documents.

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

1) **Request for Quote (00 11 16)**
2) **Quote Form (00 41 13)**
3) **Supplemental Conditions (if any, 00 73 13)**
4) **Addenda (if any, 00 91 13)**
5) **General Conditions (01 00 00)**
6) **Appendix A – Affidavits**
7) **Appendix B – Will County Prevailing Wages**
8) **Asbestos Report**
9) **Certificate of additional insurance**

THIS SECTION
INTENTIONALLY
LEFT BLANK

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

THE CITY OF JOLIET, ILLINOIS

BY: _____
James V. Capparelli
City Manager

DATE: _____

ATTEST:

_____
Christ Desiderio
City Clerk

APPROVED AS TO FORM:

_____
Sabrina Spano
Corporation Counsel

CONTRACTOR

_____
Print Name of Contractor

BY: _____

_____
Print Name

DATE: _____

TITLE: _____

END OF DOCUMENT

PROJECT ADDRESS – 1000 N. Center St.

There were identified asbestos containing building materials located as a result of an asbestos inspection. See the Asbestos Report for more information. **All ACM will be removed prior to demolition under a separately let contract.**

This project will require the demolition of all structures on the property. After demolition, the area needs to be graded, seeded and mulched. The general specifications are located below. Applicable parts of demolition requirements are include herein.

PROJECT TIMELINE

Pay particular attention to **Article 3** Contract Time. **The property shall be demolished within 30 days of award of the contract.** We have requested termination of the gas and electric utilities, so the timeline is contingent on those termination. Outside of that, it is the City's intention to issue a NOTICE TO PROCEED as soon as possible. Per Article 3, the contractor shall start work within 10 days and complete the project within 30 days of that notice. **Please plan accordingly to schedule the work to be completed per these terms.** If you have any questions, please contact the project manager.

Pay particular attention to **Section 1.20 – FILL MATERIALS**

The contract shall be subject to the provisions of the Prevailing Wage Act (820 ILCS 130/1 et seq.) to the extent required by law and the City of Joliet Procurement Code (Section 2-430 – 2-453 of the Code of Ordinances) and other Federal Requirements as noted herein (ARTICLE 4).

ARTICLE 1

GENERAL DEMOLITION SPECIFICATIONS

1.1 The contractor is considered the owner of the property once a Notice To Proceed is issued. Any and all value of the building materials or items on the property is under the direction and control of the Contractor unless otherwise noted herein.

1.2 GENERAL UTILITIES

1.2.1 The City has the responsibility of properly abandoning natural gas and electric utilities that still service the property.

1.3 WATER AND SEWER CONNECTIONS

1.3.1 The Contractor shall be responsible to properly abandon the water and sewer service lines to the structure. The water and sewer lines shall be terminated as described below. The

contractor shall comply with all City codes and ordinances regulating excavations in public rights-of-way.

1.3.1.1 The Contractor shall disconnect the water service at the water main. The corporation stop shall be turned off and capped with a brass cap or plug.
1.3.1.2 At least three (3) feet of the water service line shall be removed at the main.
1.3.1.3 The location of the corporation stop shall be noted and this information given to the City.
1.3.1.4 The buffalo box and curb stop shall be removed completely.
1.3.1.5 All water service pipes from the curb stop to the structure shall be removed.
1.3.1.6 No building is to be demolished until the existing water service has been terminated at the corporation by the contractor and inspected by the City's Water Department.

1.3.2 The Contractor shall remove the water meter (s), meter connections, and remote reading device from the structure. The meter shall be delivered intact to the City's Water and Sewer Service Center at 921 East Washington Street. The Contractor shall mark clearly on the meter the location from which it was removed.

1.3.3 The Contractor shall remove all sewer lateral pipes from the structure to the property line. The sewer lateral shall be plugged completely with not less than eight (8) inches of concrete or mortar.

1.3.3.1 The end of the sewer lateral shall be noted and this information given to the City.
1.3.3.2 A pressure treated lumber 4 x 4 shall be placed at the end of the sewer lateral to note its location for future use.

1.3.4 If so directed in the specifications, the Contractor shall disconnect the sewer lateral at the main sewer.

1.3.4.1 The Contractor shall remove at least three (3) feet of service line at the main.
1.3.4.2 The old lateral and the wye shall be plugged completely with not less than eight (8) inches of concrete or mortar.
1.3.4.3 The location of the wye shall be noted and this information given to the City.

1.3.5 Cutting and Patching

1.3.5.1 The Contractor shall employ skilled and experienced installer to perform cutting and patching of streets and other public right-of-ways.

1.4 DEMOLITION AND SITE CLEARANCE

1.4.1 The removal of any dwelling from the site in a whole or substantially whole condition is prohibited.

1.4.2 Historic Artifacts: Historic artifacts, including cornerstones and their contents, commemorative plaques and tablets, antiques, and other articles of historic significance, remain property of the City of Joliet. Notify the Project Manager if such items are encountered and obtain approval regarding method of removal and salvage for the Owner.

1.4.3 Salvageable Materials, as determined by the contractor, shall be kept in orderly segregation as the work progresses and all waste material shall be promptly disposed of. All lumber containing nails shall be kept in compact piles. More than $2,000 of salvageable material shall be harvested and sold or donated to other organizations. Receipts shall be retained and provided to the City.

1.4.4 Structural parts of buildings, such as columns, beams and joists, supporting the floor of any story shall be left in place until the walls, flooring and partitions, of that story are completely removed, beginning at the top and working downward.

1.4.4.1 Exception to this requirement will be made in the case of wood frame buildings of non-rigid frame masonry or concrete buildings if the contractor elects to use an approved alternate procedure for progressive or simultaneous wrecking of all parts of the building, provided the type and location of the building and the contractor's proposed method are all such that danger to the contractor's personnel, the public or to adjacent property will not be increased thereby.

1.4.4.2 No wall or part thereof shall be permitted to fall outwardly from any building except through chutes or by other controlled means or methods which will insure safety and minimize dust, noise and/or other nuisance.

1.4.4.3 Outside chimneys or outside portions of chimneys shall be razed in advance of general demolition of each building. Any portion of a chimney inside a building shall be razed as soon as it becomes unsupported by reason of removal of other parts of the building. Any part of a building whether structural, collateral or accessory, which has become unstable through removal of other parts, shall be removed as soon as practicable and no such unstable part shall be left free-standing or inadequately braced against all reasonably possible cause of collapse at the end of any day's work.

1.5 DUST CONTROL

1.5.1 The Contractor shall implement a dust and vapor control plan. Contractor shall execute work by methods to minimize generation of dust from demolition activities. Fugitive dust control strategies shall be composed of a balance of available dust mitigation techniques applied on an as needed basis by construction site supervision to: prevent dust from exiting the Work zone; prevent visible emissions from exceeding air quality regulations; and prevent public nuisance.

1.5.2 Dust control shall include: wind breaks and barriers; frequent water applications; control of vehicle access; vehicle speed restrictions; covering of piles; use of gravel at site exit points to remove caked on dirt from tires and tracks; cleaning of equipment at the end of each work day and prior to site removal; sweeping of public thoroughfares, and work stoppage as necessary to maintain compliance with dust control requirements.

1.5.3 Prevent wind erosion and air pollution by wetting down, or applying other approved dust control measures to the Work Site. Contractor will control the generation of dust, which could violate State and local air pollution control standards or damage onsite/offsite facilities.

1.6 FOUNDATION AND MASONRY BLOCK

1.6.1 Building foundation walls, including cross-walls, partitions, columns, piers, areaways, stairwells, chimneys, porches, steps and platforms, fuel storage supports, coal chutes, service or access wells, interior or exterior dock walls and floor, machinery and equipment foundations and all similar structures and parts shall be demolished to at least two feet (2') below final grade and removed from the site.

1.6.1.1 All such walls, structures and parts exposed on the interior of basements, except perimeter walls against earth, shall be further removed to basement floor level.

1.6.1.2 Floor over tunnels occurring under basement floor shall be broken out and the tunnels shall then be treated in the same manner as specified for basements.

1.6.1.3 Fills of earth, sand, gravel, crushed rock, cinders or similar materials under docks or floors elevated above outside ground level shall not be removed from the site but shall be cleared of all interior cross walls, piers, columns, equipment foundations, etc., down to the level of the outside ground, and left in such condition that fill materials will not be readily washed out onto public sidewalks or thoroughfares.

1.6.2 During the demolition process, contractor will be careful to note both foundations and

masonry block. Some buildings or dwellings constructed circa early 1900's have foundations and masonry block of limestone. The City of Joliet is interested in retrieving and preserving materials of this nature.

1.6.3 The City of Joliet maintains the salvage rights to all exposed limestone. The contractor is requested to salvage and haul any exposed foundation limestone (above grades) piers, decorative, sidewalk or any other limestone to the West Side Treatment Plant.

1.7 PARTYWALLS

1.7.1 Where two or more buildings are connected by a party wall and one building is to be demolished, the contractor shall be responsible for any movement of deviation of said wall, and shall take the necessary precautions or protect the wall from movement or deviation at his own expense.

1.7.2 Party walls of greater height than the remaining structure shall be brought down to the height of said structure and made water tight.

1.7.3 All openings, except pipe and duct chases in the remaining portion of the party wall shall be closed with brick, mortar or other material similar to that in the party wall. Any loose material shall be removed from the party wall and its surface left in a reasonably smooth, patched and sound condition.

1.7.4 Returns on party walls shall not project more than twelve inches (12") and shall be cut off and dressed in a reasonably smooth and plumb condition.

1.7.5 The contractor shall be liable for any damage caused by loose material falling from the party wall or deviation thereof. The foregoing shall also include party walls found during the progress of the work and not indicated in the plans or specifications.

1.7.6 Said work to be done at the contractor's expense

1.8 CONCRETE SLABS AND FLOORS

1.8.1 Concrete or brick floors of basements, or of areaways, stairwells or depressed structures, occurring more than two feet (2’) below final grade need not be removed. Concrete slabs over basements or crawl spaces shall be broken up and removed from the site, or used as debris fill. However, prior placing of any fill or debris or other material, basement floors shall be broken through at all low points which could collect water and not less than ten (10) square feet of floor at each point shall be removed in such a manner as to provide drainage.

1.8.1.1 Floors of exterior stairwells, areaways or depressed structures more than four feet (4') below final grade shall be broken through and not less than five (5) percent of the floor area removed for drainage.

1.8.2 Concrete slabs on ground, including floors of basementless buildings, entrance slabs, patios, garage or shed floors, and similar exterior slabs whether of concrete, masonry, rock or stone shall be removed.

1.8.2.1 All hazardous open pits and recesses shall be filled with thoroughly tamped damp earth or mortar, whichever is required to completely eliminate the hazard. Sewers, stacks, or other sanitary ducts extending to or through the floors and slabs shall be sealed as provided in Section 1.24 below.

1.8.3 Paved driveways and sidewalks, including that portion of driveway or approach outside the property lines and including walks and steps leading to the property from the public sidewalk, shall be broken up and completely removed or used as debris fill.

1.9 RETAINING WALLS

1.9.1 Retaining walls on the perimeter of parcels will not, in general, be required to be removed. All other retaining walls and curbs extending eight inches (8") or more above adjacent ground or final grade shall be removed to ground level.

1.9.2 Where retaining walls or curbs are required to be removed, the embankment shall be graded down to a slope of not greater than 30 degrees with horizontal, or as nearly 30 degrees as proximity to streets, alleys, or other structures will permit.

1.9.2.1 In some instances compliance with this paragraph may necessitate removal of basement walls to a greater depth than would otherwise be required.

1.10 SANITARY SEWERS AND BUILDING DRAINS

1.10.1 Sanitary sewers, drains, and similar facilities serving each building shall be capped and sealed to the satisfaction of the project manager before general demolition of that building is begun. Partial removal of sufficient portions of a structure shall be performed where necessary to permit sealing of sanitary or drainage systems in advance of general demolition of that structure, except where such local removal would create a hazard to safety.

1.10.2 Soil pipe and stacks shall be cut off neatly and shall be plugged with a suitable material which will enable the solid placing of not less than eight inches (8") of good, well-tamped mortar in the open end of the pipe. If open sewer pipe of clay, asbestos, or fiber are unearthed or exposed, it shall be plugged in the manner specified for soil pipes.

1.10.3 The exposed end of any piping forming a part of a sanitary system shall not be left in such a condition or position that it might subsequently be broken below the cap or plug. The contractor shall install such fill or earth or concrete as is necessary to protect such piping against future loosening or breakage.

1.10.4 Outdoor toilets shall be pumped out by a City licensed scavenger, and the pit shall be completely filled with Type D Fill as specified in Section 31 20 00. The toilet building shall be demolished and removed from the site.

1.11 ABOVE GROUND FUEL TANKS

1.11.1 All above ground fuel tanks, or tanks which have been used for storage of gasoline, kerosene, benzene, oils or similar volatile materials shall be carefully removed and disposed of in a safe manner. Small residential fuel oil tanks, if in good condition, may be removed after being emptied and having all openings tightly plugged or capped. All other tanks or receptacles shall be pumped out or emptied in a safe manner and then shall be flushed out immediately with water, carbon dioxide or nitrogen gas until they are gas-free when checked with an "Explosimeter", (as Manufactured by Mine Safety Appliance Company), or another equally efficient instrument, before work of removal is begun.

1.11.1.1 Checking with the "Explosimeter" shall be done in the presence of the project manager by competent personnel. The time, place and manner of disposal will be subject to the approval of the project manager.

1.12 METAL

1.12.1 All materials or objects of metal of any kind, including metal lath, shall be removed from the site, except that completely embedded reinforcing or small metal attachments to concrete or masonry used for debris fill need not be removed.

1.12.2 Reinforcing bars, mesh, railing, poles or metal inserts of any kind, protruding from concrete or masonry above the final grade or adjacent ground, shall be cut off as short as possible and

removed from the site and the remaining stubs shall be battered into a condition and position so as not to constitute a hazard to foot traffic or mowing operations.

1.13 TREES AND VEGETATION

1.13.1 Dead or damaged trees shall be cut off flush with the ground and disposed of. Limbs or trunks of trees found on the ground shall be hauled from the site.

1.13.2 Trees eight inches (8") or less in diameter and within five feet (5') of any building shall be cut off at the ground and removed.

1.13.3 Trees of any diameter whose stability after borrow operations or basement filling is questionable shall be cut down sufficiently to be safe from toppling due to wind or their own weight.

1.13.4 Trees seriously damaged by the contractor shall, if ordered, be properly trimmed or cut down flush with the ground and disposed of without additional cost to the City of Joliet, Illinois.

1.13.5 Other trees need not be removed, but the contractor may be required to trim in a neat manner portions of tree which in the opinion of the project manager may interfere with safe prosecution of the work.

1.13.6 All bushes, shrubs, and similar vegetation on the site shall be cut off flush with the ground and removed.

1.14 HAZARDOUS MATERIALS

1.14.1 All hazardous material removal and disposal must be completed in accordance with all applicable local, state, and federal rules, regulations, and other required directives. The Contractor must be appropriately licensed in the State of Illinois to undertake such removal and disposal as may be required.

1.14.2 Contractor will be responsible for completing all hazardous waste manifests, special waste manifests, or bills of lading (as appropriate) to document the proper disposal of all waste materials.

1.15 MISCELLANEOUS MATERIALS

1.15.1 Fences, guard rails, bumpers, signs, clothes lines, and similar facilities shall be completely removed from the site, except that fences on the apparent boundary between a contract parcel and an improved non-contract parcel shall not be removed unless specifically called for. Wood or metal posts for support facilities covered by this paragraph shall be completely removed or cut off flush with the ground with no remaining sharp or hazardous edges or projections. All attachments and accessories thereto shall be removed.

1.15.2 Wood timbering, beams, sills, columns, piers, shores, or bracing occurring above ground surface shall be removed, salvaged and/or disposed of.

1.15.2.1 Tables, benches, cabinets, shelving, and all other wooden articles in whatsoever condition, salvable or not, shall be removed from basements or other areas required to be filled.

1.15.3 Building materials of non-combustible or slow burning nature not suitable for use as debris fill shall be removed from the site. This includes but is not limited to wood, most fiber wallboards, acoustical ceilings, insulating sheathing and subflooring, rooting and insulation materials of a granulated, roll, or batt type.

1.16 FILLING OF BASEMENT

1.16.1 Filling of all basements and large excavations and filling of other depressed areas is required and shall be to final grade.

1.17 GRATINGS AND TRAP DOORS

1.17.1 The contactor shall remove all coal hole covers, trap doors, sidewalk lights, gratings, and similar appurtenances that occur in the public sidewalk adjacent to the buildings to be removed.

1.17.2 The openings left in the sidewalks thereby shall be filled to within eight inches (8") of the top of the adjoining sidewalk and then covered with three inches (3") of compacted gravel or stone. The area will then be patched with concrete to the elevation of the adjacent sidewalks. The patch shall conform to City regulations for installation of public sidewalks.

1.17.3 Frames for the aforesaid appurtenances shall be removed from the sidewalk area if the condition of such frames is detrimental to the public safety.

1.17.3.1 The contractor shall not remove, damage or disturb the vaults or other appurtenances of private utilities.

1.18 DISPOSAL

1.18.1 Disposal of trash and waste building materials shall be at a point outside of the project. All material shall be disposed of by the contractor at locations provided by him; in no case shall discarded materials be left in piles on the site.

1.18.2 All rubbish and debris found on the demolition area at the start of the work as well as that resulting from the demolition activities, or deposited on the site by others during the duration of the contract, shall be removed and disposed of in an IEPA licensed land fill or other legal and acceptable site.

1.18.3 The manner of disposal of such materials shall be subject to the approval of the project manager and shall conform to all local, State and Federal laws.

1.18.4 The contractor shall obtain and file with the project manager written permission from the property owner for the use of private property for this purpose, subject to all local, State and Federal laws.

1.18.5 Disposal manifests are required.

1.19 RECAPTURE OF FREON

1.19.1 It is the responsibility of the Contractor to recapture Freon according to EPA standards, when air conditioning is in a building which is to be demolished.

1.20 FILL MATERIALS

1.20.1 Where demolition takes place, fill affected area with Debris Fill or fill materials Type A or B to a depth of 24” below finished grade; the next 12” shall be of fill materials Type C or D; the remaining 12” shall be subsoil.

1.20.2 Debris Fill

1.20.2.1 Shall consist of broken concrete and masonry rubble, loose rock or boulders, plaster, gypsum wallboard, and similar incombustible materials obtained from the site.

1.20.2.2 The fill shall contain no appreciable amounts of organic or combustible materials and shall be placed so as to be reasonably compact with a minimum of large voids.

1.20.2.3 Slabs of concrete or cemented masonry units larger than two feet in any dimension of a surface shall be suitably reduced in size before being placed as debris fill.

1.20.3 Type A - Select Granular Material: Coarse stone: Pit run, Angular, Crushed, natural stone; free of shale, clay, friable material, sand, debris.

1.20.4 Type B - Pea Gravel: Natural stone; free of clay, shale, organic matter.

1.20.4.1 Minimum Size: 1/4 inch.
1.20.4.2 Maximum Size: 5/8 inch.

1.20.5 Type C - Sand: Natural river or bank sand; free of silt, clay, loam, friable or soluble materials, and organic matter.

1.20.6 Type D - Subsoil: Free of lumps larger than 3 inches, rocks larger than 2 inches, and debris.

1.21 GRADING

1.21.1 Rough grade site to match existing conditions.

1.22 GRASS SEED

1.22.1 Grass seed will be in the following ratio: 50% Ryegrass, 30% Fine Fescue, 20% Kentucky Bluegrass.

1.23 ACCESSORIES

1.23.1 Agricultural Mulch: Peat moss, well-rotted manure, or straw.

1.23.2 Fiber Roll: Fiber rolls consist of straw, flax or similar materials inserted into a tubular net.

1.23.3 Mulching Material: Composted, shredded hardwood bark, dark brown in color.

ARTICLE 2

INSURANCE

2.1 CONTRACTOR'S LIABILITY INSURANCE

2.1.1 At the Contractor's expense, the Contractor shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits. The Contractor shall furnish Certificates of Insurance to the City before commencing performance or within ten (10) days after the execution of the contract, which ever date is reached first. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A VI, according to the latest edition of the A.M. Best Company. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

2.1.2 Comprehensive General Liability:

2.1.2.1 Coverage to include Premise/Operations, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.

2.1.2.1.1 Limits:

General Aggregate	$2,000,000.00
Products/Completed Aggregate	$1,000,000.00

Each Occurrence	$1,000,000.00
Personal Injury	$1,000,000.00

2.1.2.1.2 Exclusions relating to the Explosion, Collapse and Underground hazards shall be deleted.

2.1.2.1.3 Coverage is to be written on an "occurrence" basis.

2.1.2.1.4 Products/Completed Operations coverage is to remain in force for a period of two (2) years after the completion of the project.

2.1.2.1.5 Cover all claims arising out of the Contractor's operations or premises, Subcontractor's operations or premises, anyone directly or indirectly employed by the Contractor or Subcontractor, and the Contractor's obligations under indemnifications under this Contract.

2.1.2.2 Owners & Contractors Protection:

2.1.2.2.1 Limits ;

Bodily Injury	
Annual Aggregate	$1,000,000.00
Each Occurrence	$1,000,000.00
Property Damage:	
Annual Aggregate	$1,000,000.00
Each Occurrence	$1,000,000.00

2.1.2.3 Workers Compensation:

2.1.2.3.1 Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide Workers Compensation Insurance. In case employees engaged in hazardous work under this contract at the site of the project are not protected under Workers Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

2.1.2.4 Comprehensive Automobile Liability:

2.1.2.4.1 Coverage to include all Owned, Hired, Non-owned vehicles, and/or trailers and other equipment required to be licensed.

2.1.2.4.2 Limits:

Combined Single Limit	$1,000,000.00

2.1.2.5 Umbrella:

2.1.2.5.1 Limits:

Aggregate	$1,000,000.00

2.1.2.5.2 Cover all claims arising out of the Contractor's operations or premises, Subcontractor's operations or premises, anyone directly or indirectly employed by the Contractor or Subcontractor, and the Contractor's obligations under indemnifications under this Contract.

2.1.3 The City of Joliet, its officers and employees shall be named as additional insureds on a primary

and non-contributory basis under all required policies of insurance.

2.1.4 An endorsement from the 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.

2.1.4.1 The policy shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the City. This provision shall also be stated on each Certificate of Insurance as "Should any of the above described policies be canceled before the expiration date, the issuing company will mail 15 days written notice to the certificate holder named to the left".

2.1.5 The Contractor shall require any and all subcontractors performing work under this Agreement to also maintain such minimum insurance coverage.

2.1.6 The Contractor understands and agrees that any bond or insurance required by this contract or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City as herein provided.

2.1.7 Nothing contained herein shall be construed as prohibiting the City, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions, or suits brought against them. The Contractor shall be liable for the costs, fees, and expense incurred in the defense of any such claims, actions, or suits.

2.1.8 Neither the Contractor nor any subcontractor shall commence work under this Agreement until the insurance requirements of this Article have been met and a certificate of insurance from the Contractor and any subcontractors evidencing the required coverage has been provided to the City.

2.2 PERFORMANCE SECURITY

2.2.1 The Contractor must provide contract performance and payment security based upon 100% of the contract total. This security must be in the form of a surety bond licensed in Illinois with a Best's rating of no less than A-.THE ORIGINAL FORM MUST BE PROVIDED. FACSIMILE, ELECTRONIC, OR PHOTOCOPIES ARE NOT ACCEPTABLE.

2.2.1.1 If there are no subcontractors, Performance Security requirements are waived.

2.3 CERCLA INDEMNIFICATION

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

ARTICLE 3

CONTRACT TIME

3.1 CONTRACT TIME

3.1.1 When authorized, the selected contractor shall commence Work within ten (10) days after the issuance by the City of a *Notice to Proceed*, subject to unavoidable delay.

3.1.1.1 "*Unavoidable Delay"* is a delay resulting from (a) city-wide or industry-wide strikes or lock-outs, (b) Acts of God, (c) inability to obtain labor or materials due to governmental restriction, (d) enemy action, (e) civil commotion, (f) fire, (g) unavoidable casualty, (h) work stoppages caused by illegal acts of third parties.

3.1.1.2 Unavoidable delay does not include (a) changes in prices, (b) Contractor's insolvency, financial condition, or any other monetary problem, (c) the insolvency, financial condition, or refusal to perform by any contractor, subcontractor, or professional retained by Contractor (including but not limited to engineers, architects, or attorneys) or (d) the administrative delay of any governmental or nongovernmental agency, commission, or board.

3.1.2 The Contractor shall complete the Work within thirty (30) calendar days of the Notice to Proceed.

ARTICLE 4

PAYMENTS AND COMPLETION

4.1 APPLICATIONS FOR PAYMENT

4.1.1 Submit certified copies of payroll as required.

4.1.2 Submit copy of 10 Day EPA notification

4.1.3 Submit a field inspection report by the Will County Health Officials verifying proper abandonment and/or sealing of the private water and sewer systems.

4.1.4 The cost of work that is delayed for reasons beyond the Contractor's control will be escrowed. The amount escrowed will be one and one half (1-1/2) times the amount of work to be completed.

ARTICLE 5

LOCAL BIDDER ORDINANCE

4.1 CITY ORDINANCE Sec. 2-444. - Award of contract to the lowest responsible bidder; factors for determination of "lowest responsible bidder".

4.1.1 Contracts which require bidding shall be awarded, after final action by the mayor and city council, to the lowest responsible bidder. In determining the "lowest responsible bidder," the mayor and city council shall consider the following:

4.1.1.1 The ability, capacity and skill of the bidder to perform the contract or provide the service required;

4.1.1.2 The ability of the bidder to perform the contract or provide the service promptly or within the time specified, without delay or interference;

4.1.1.3 The character, judgment, experience and efficiency of the bidder;

4.1.1.4 The quality of performance on previous contracts or service;

4.1.1.5 The previous and existing compliance by the bidder with laws and ordinances relating to contracts, bidding or service;

4.1.1.6 The sufficiency of the financial resources of the bidder to perform the contract or provide the service;

4.1.1.7 The quality, availability and adaptability of the bidder's supplies, equipment, or

personnel to the particular use or service required;

4.1.1.8 The ability of the bidder to provide future maintenance and service;

4.1.1.9 The number and scope of conditions attached to the bid;

4.1.1.10 Any monies owed to the city by the bidder, which have remained unpaid for a period of more than forty-five (45) days whether for bills, taxes, licenses or otherwise;

4.1.1.11 Whether the bidder has prequalified as a local bidder ("local qualified bidder") prior to the opening of the bid.

4.1.1.12 Other factors deemed by the mayor and city council to be material and relevant.

4.1.2 LOCAL BIDDER.

4.1.2.1 For bids in excess of twenty thousand dollars ($20,000.00), if the lowest qualifying bid is submitted by a non-local qualified bidder ("non-local qualified bidder") and a local qualified bidder ("local qualified bidder") submitted a bid that is within two (2) percent of the lowest non-local qualified bidder (up to a maximum of twenty thousand dollars ($20,000.00)), the local qualified bidder shall be the lowest responsible bidder, so long as the local qualified bidder match the bid price of the non-local qualified bidder, and shall be given written notice by the City of Joliet to that effect. The local qualified bidder shall be provided the opportunity, within three (3) business days from the date of such notice to provide written confirmation to the city that the local qualified bidder will match the bid price of the non-local qualified bidder. Where the bid is an aggregate of separate price components, the local qualified bidder shall reduce the price of sub-components of its aggregate bid to match the aggregate bid of the non-local qualified bidder. Should the local qualified bidder fail to provide such confirmation within the time allowed, the bid shall be considered as originally submitted.

4.1.2.2 When more than one (1) local qualified bidder is within two (2) percent of the lowest non-local qualified bidder (up to a maximum of twenty thousand dollars ($20,000.00)) of the non-local qualified bidder, only the local qualified bidder submitting the lowest bid shall be given the opportunity to match the bid of the non-local qualified bidder. Under no circumstance will any contract be awarded to a local qualified bidder when the local qualified bidder's bid exceeds the non-local qualified bidder by more than twenty thousand dollars ($20,000.00). This policy shall only apply if formal notice of the aforementioned criteria is provided as part of the bid specifications.

4.1.2.3 This sub-section shall not apply to a bid if the funding source prohibits it through law, rule or regulation or in any situation where any portion of the contract amount is being paid with funds other than city funds. Specifically, this sub-section shall not apply in any situation where the city has received a grant or otherwise received a source of funds other than its own funds.

4.1.2.4 In the event of a dispute about the application of the provisions of this sub-section, the decision of the purchasing director for any purchase or contract work which the purchasing director is authorized to make shall be deemed final and the decision of the mayor and city council for any purchase or contract work which the mayor and city council are authorized to make shall be deemed final.

4.1.3 TIE BIDS; PROCEDURE FOR DETERMINATION OF CONTRACT AWARD.

4.1.3.1 If there is a tie between a local, responsible, low bidder and a nonlocal, responsible, low bidder for a contract with the city, the contract shall be awarded to the local, responsible, low bidder, quality and service being equal.

4.1.3.2 If there is a tie between nonlocal, responsible, low bidders, the contract award shall be

determined by the drawing of lots by the city clerk in public upon prior written notice to the affected bidders.

4.1.3.3 If there is a tie between local, responsible, low bidders, the contract award shall be determined by the drawing of lots by the city clerk in public upon prior written notice to the affected bidders.

4.1.3.4 When used in this section, "local bidder" shall mean a person prequalified as a local bidder as provided in section 2-447 of the City Code of Ordinances.

ARTICLE 6

TERMINATION OF THE CONTRACT

6.1 TERMINATION BY THE CONTRACTOR

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

6.2 TERMINATION BY THE OWNER

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

APPENDIX A - AFFIDAVITS

Section 1:

Business Status of Bidder

BIDDER/APPLICANT:

Name _____

Principal place of business _____

Address _____

City, State, Zip Code _____

The Bidder is a:

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

_____

Corporation

The state of incorporation is: _____

The registered agent of the corporation in Illinois is:

_____
Name

_____
Address

_____
City, State, Zip

The officers of the corporation are:

_____ _____
President *Secretary*

_____ _____
Vice President *Treasurer*

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

Limited Liability Company

The state of registration is: _____

_____

_____

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

_____

Name

_____

Address

_____

City, State, Zip

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

_____

Address

_____

City, State, Zip

The managers and members of the Limited Liability Company are:

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

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

Sole Proprietorship

The address of the sole proprietor is:

_____

Address

_____

City, State

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

BID RIGGING AND BID ROTATING

Section 2: That in connection with this solicitation for quotes:

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

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

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

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

E. All statements contained in such submission are true;

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

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

Section 2a: ***NON-COLLUSION***

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

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

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

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

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

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

A He is the person in the bidder's organization responsible within that organization for the decision as to the prices being quoted herein and that he has not participated, and will not participate, in any action contrary to paragraphs A through G in Section 2, above; and

B He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being quoted herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not

participate, in any action contrary to paragraphs A through G in Section 2 above, and as their agent does hereby so certify; and

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

THE REQUIREMENTS OF THE ILLINOIS DRUG FREE WORKPLACE ACT

Section 5: The undersigned will publish a statement:

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

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

C. Notifying the employees that, as a condition of their employment to do work under the contract with the City of Joliet, the employees will:
   1. Abide by the terms of the statement; and
   2. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring the in the workplace not later than five (5) days after such a conviction.

D. Establishing a drug free awareness program to inform the aforementioned company's employees about:
   1. The dangers of drug abuse in the workplace;
   2. The aforementioned company's policy of maintaining a drug free workplace;
   3. Any available drug counseling, rehabilitation, and employee assistance programs; and
   4. The penalties that may be imposed upon employees for drug violations.

E. Making it a requirement to give a copy of the statement required by Section 5 to each employee engaged in the performance of the contract with the City of Joliet and to post the statement in a prominent place in the workplace;

F. Notifying the City of Joliet within ten (10) days after receiving notice under Section 5(C)(2) from an employee or otherwise receiving actual notice of such a conviction;

G. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6, below;

H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;

I. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements;

J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

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

A. Take appropriate personnel action against such employee up to and including termination; or

B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

TAX COMPLIANCE

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

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

NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this contract, the contractor agrees:

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

B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of Section 3 residents or Section 3 Business Concerns (as determined by the US Department of Housing and Urban Development), as well as minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

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

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the

Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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

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

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

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

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

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

Section 14: In the event that this contract is subject to Executive Order 11246, Seller certifies that it (1) is in compliance with Section 202 thereof and the Rules and Regulations issued thereunder; (2) does not and will not provide or maintain at any of 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-

END OF DOCUMENT

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/purchasing/prevailing-wage-information.

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

Current Prevailing Wage Rates.

If you cannot access or have difficulty retrieving the prevailing wage information, contact Dawn Kochan at dkochan@joliet.gov or call her at 815-724-3925 and we will send you the relevant prevailing wage information.

END OF DOCUMENT

City of Joliet

Asbestos Inspection Report

1000 N. Center St
Joliet, IL

PIN 30-07-04-405-012-0000
October 6, 2022

SCOPE OF WORK

1.1 ABATEMENT PROJECT

The EPA under the National Emission Standards for Hazardous Air Pollutants (NESHAP) asbestos rule requires that prior to the start of a renovation and/or demolition project, the building must be inspected for asbestos containing materials (ACM's). The purpose of this survey was to determine the presence of friable or potentially friable ACM's. Depending on the ACM and the condition that it is in, removal of the material may be necessary before work is to begin. Prior to the start of a demolition project, it is necessary that friable or potentially friable ACM's be removed.

Pursuant to NESHAP, an Asbestos Survey report was made in reference to this project. A field inspection for suspect asbestos containing materials was conducted for the property known as 1000 N. Center St., Joliet, IL. The building is a wood frame single family residential structure. The building consisted of forced air heating system.

The survey was performed in house by Joe Fleischauer, a state licensed asbestos inspector, Illinois I.D. number 100-19816.

The City performed a comprehensive asbestos survey for the building. The asbestos survey consisted of two phases; the first phase included a walk through inspection of the buildings to identify suspect asbestos containing materials (ACM's) and homogenous areas. The second phase consisted of collecting representative bulk samples from the suspected friable and non-friable ACM's. The field survey was conducted by an IDPH licensed asbestos inspector. In addition, all bulk samples were collected according to the National Emission Standards for Hazardous Air Pollutants (NESHAP) and Illinois Department of Public Health (IDPH) regulations and guidelines. Since the building was not occupied during the survey, a destructive survey of visible and accessible areas of the building was conducted, although; it is possible that some asbestos containing materials were omitted from the survey because they were concealed behind walls and ceilings, or had restricted access. The City however, made every reasonable effort to locate or trace concealed mechanical systems or other inconspicuous materials. The samples were collected and stored in pre-cleaned containers with an assigned sample identification number prior to delivery to a laboratory. The bulk samples were analyzed by Polarized Light Microscopy (PLM) at an NVLAP accredited laboratory. For the purpose of this building survey, The City derived its definition of asbestos containing materials from the Environmental Protection Agency (EPA) which classifies ACM as "any product containing more than one percent (1%) asbestos by weight, when analyzed by Polarized Light Microscopy (PLM). Laboratory reports include, among other information, field sample numbers, and analysis results by layers, and analyst's signature.

Inspection and Sampling Procedure

All inspection procedures and sample collections were conducted in accordance with Illinois Environmental Agency (IEPA) guidelines.

Each sample was individually numbered and sample information was entered onto a field date sheet. Sample locations were recorded for each area. Sample tools were decontaminated after each sample collection. The samples were delivered to a NVLAP accredited Laboratory for analysis; each accompanied by a chain of custody form.

Areas not Accessible

The roof was not accessible, but consisted of asphalt shingles.

Methods of Analysis

Samples were analyzed in accordance with 40 CFR etc. for the analysis of asbestos in building materials by polarized light microscopy (PLM).

All samples were analyzed using a polarized light microscope. Additional treatment and tests may be used as required to accurately define composition (i.e. ashing, extractions, and transmission electron microscopy (TEM). All bulk sample laboratory reports were verified through an established quality assurance procedure. Unused portions of samples are archived for 45 days.

Quality Control Procedures

All of the sample data were verified for accuracy. This was accomplished by cross-referencing field data sheets, chain of custody and field notes.

Sample analysis utilizes National Voluntary Laboratory Accreditation Program (NVLAP) and American Industrial Hygiene Association (AIHA) accredited laboratories.

Asbestos Containing Material (ACM)

Category I nonfriable asbestos-containing material (ACM) means asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than one percent asbestos as determined using the method specified in appendix A, subpart F, 40 CFR part 763, section 1, Polarized Light Microscopy.

Category II nonfriable ACM means any material, excluding Category I nonfriable ACM, containing more than one percent asbestos as determined using the methods specified in appendix A, subpart F, 40 CFR part 763, section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Friable asbestos material means any material containing more than one percent asbestos as determined using the method specified in appendix A, subpart F, 40 CFR part 763 section 1, Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10 percent as determined by a method other than point counting by polarized light microscopy (PLM), verify the asbestos content by point counting using PLM.

Regulated asbestos-containing material (RACM) means (a) Friable asbestos material, (b) Category I nonfriable ACM that has become friable, (c) Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart. Remove means to take out RACM or facility components that contain or are covered with RACM from any facility.

FINDINGS

There were 6 samples taken of homogenous material. Reported asbestos is located as follows:

- Category I nonfriable
    - Tan 9 x 9 Floor Tile and associated mastic in the Garage ~ 200 SF. **To be removed prior to demolition.**

[All quantities provided are an estimate provided solely for the convenience of prospective bidders and no representation is made as to its accuracy.] Floor tile found to be in good condition and intact. **However, because this is public owned and potential future uses the floor tile and associated mastic shall be removed prior to demolition.**

The asbestos survey identified No friable containing materials in the building. All friable ACMs and Category II nonfriable ACM that has a high probability of becoming friable shall be removed from the building prior to demolition/renovation. The asbestos NESHAP specifies that Category I materials which are not in poor condition and not friable prior to demolition do not have to be removed, except where demolition will be by intentional burning. However, regulated asbestos-containing materials (RACM) and Category II materials that have a high probability of being crumbled, pulverized, or reduced to powder as part of demolition must be removed before demolition begins.

However, regulations under the National Emissions Standards for Hazardous Air Pollutants (NESHAP) should be observed during the building demolition work. Construction debris contaminated with friable or nonfriable ACM's should be disposed of at an approved landfill. Prior to abatement, The City recommends that an asbestos design plan and specifications be prepared and signed by an IDPH licensed asbestos project designer in accordance with Illinois regulations prior to any demolition activities and be incorporated into the project bid documents. Asbestos abatement design plans and specifications shall include information regarding the location of containments and barriers, type of sealant, and air sampling requirements and clearance during the asbestos abatement activities.

Asbestos abatement work should be conducted by a licensed abatement contractor under the supervision of a licensed asbestos project manager in accordance with all applicable federal, state, and local regulations. Additionally, the asbestos abatement activities shall be monitored by a licensed asbestos project manager and air sampling professionals in accordance with the IDPH requirements and guidelines.

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ATTACHMENTS:

- ASBESTOS BUILDING INSPECTOR CERTIFICATION
- ASBESTOS BUILDING INSPECTOR LICENSING
- ASBESTOS ANALYTICAL TESTING RESULTS

EarthTech, Inc.

435 Shadow Wood Drive, Yorkville, IL 60560

Asbestos Building Inspector Refresher

THIS CERTIFIES THAT

Joseph Fleischauer

Has successfully completed the IL and IN Approved Asbestos Training Course and passed the Examination for purposes of accreditation under section 206 of Title II, 15 USC 2646 of the Toxic Substances Control Act (TSCA) and 326 IAC 18-2. Conducted by EarthTech, Inc
630-417-6951

CLASS DATES: 2/21/2022

LOCATION: Onsite - Company Classroom

EXAMINATION: 2/21/2022

EXPIRATION: 2/21/2023

CERTIFICATE NUMBER: 110061X16S103599

IDPH
ILLINOIS DEPARTMENT OF PUBLIC HEALTH

525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.dph.illinois.gov

JOSEPH T FLEISCHAUER
1201 GALWAY RD
JOLIET, IL 60431

4/25/2022

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 19816

Enclosed is your Asbestos Professional License. Please note the expiration date on the card and in the image depicted below.

COPY OF THE ASBESTOS PROFESSIONAL LICENSE

Front of License

IDPH

ASBESTOS PROFESSIONAL LICENSE

ID NUMBER	ISSUED	EXPIRES
100 - 19816	4/25/2022	05/15/2023

JOSEPH T FLEISCHAUER
1201 GALWAY RD
JOLIET, IL 60431

Environmental Health



Back of License

ENDORSEMENTS	TC EXPIRES
INSPECTOR	2/21/2023

Alteration of this license shall result in legal action
This license issued under authority of the State of Illinois Department of Public Health
This license is valid only when accompanied by a valid training course certificate.

If you have any questions or need further assistance, contact the Asbestos Program at (217)782-3517 or fax (217)785-5897.

Our WEB address is: dph.illinois.gov/topics-services/environmental-health-protection/asbestos
EMAIL Address: dph.asbestos@illinois.gov

HFAC

Forensic Analytical Consulting Services
3020 Woodcreek Drive, Suite F, Downers Grove, IL 60515

LAB USE ONLY
UAS SAM NUMBER:

CLIENT NAME: **City of Joliet**

CLIENT ADDRESS: **150 W. Jefferson St.**

CITY, STATE, ZIP: **Joliet, IL 60432**

PHONE: **815.724.4099**

Attn: Gabe Friend

BILLING INFORMATION IF DIFFERENT: _____

CLIENT PROJECT NUMBER: 1000 n Center St. 9/22/22

CLIENT PROJECT NAME: 1000 n Center St.

P.O. NUMBER: 127938

Asbestos	Other	Turn-Around Time	Comments / Special Instructions
PCM □ NIOSH7400 PLM x EPA 600 □ 400 Point Count □ Gravimetric TEM Air Bulk □ AHERA □ Chatfield □ 7402 □ Qualitative □ Microvac		□ Same Day (Please Call Ahead) □ 1 Day - 24 Hours x 3 Day - Standard	

Date Sampled	Client Sample Number	Sample Description / Location	Volume/Area	
09/22/22	1000 n Center-001	BROWN 12x12 FT BASEMENT	2 SQ FT	
09/22/22	1000 n Center-002	WHITE PAINTED WALLPAPER KITCHEN CEILING	100 SQ FT	
09/22/22	1000 n Center-003	BROWN UNDERLAYMENT PAPER 1ST FLR VARIOUS LOCATIONS	100 SQ FT	
09/22/22	1000 n Center-004	BLACK WIRE INSULATION THROUGHOUT HOME	400 LIN FT	
09/22/22	1000 n Center-005	TAN 9X9 FT GARAGE FLOOR (A)TILE (B) MASTIC	200 SQ FT	
09/22/22	1000 n Center-006	SILVER/BLACK UNDERLAYMENT EXTERIOR UNDER VINYL SIDING	2000 SQ FT	

Relinquished By: Joe Fleischauer Date: 9/23/22 Time: 1400 hrs

Relinquished By: _____ Date: _____ Time: _____

Received By: Kevin Brokke Date: 9-25-22 Time: 11:50 AM

Received By: _____ Date: _____ Time: _____

Authorized By: _____ Date: _____ Time: _____

Request Reviewed & Accepted By: _____ Date: _____ Time: _____

(By signing and submitting this Chain-of-Custody, you agree to be bound by the terms and conditions set forth at http:/www.uas1 .com. A hard copy can be provided upon request.)

SGS FORENSIC LABORATORIES

Final Report

Bulk Asbestos Analysis

(EPA Method 40CFR, Part 763, Appendix E to Subpart E and EPA 600/R-93-116, Visual Area Estimation)

City of Joliet
Gabriel Friend
150 W Jefferson Street

Joliet, IL 60432

Client ID: L2047
Report Number: B338960
Date Received: 09/25/22
Date Analyzed: 09/25/22
Date Printed: 09/25/22
First Reported: 09/25/22

Job ID/Site: 127938 1000 N. Center St.

Date(s) Collected: 09/22/2022

SGSFL Job ID: L2047
Total Samples Submitted: 6
Total Samples Analyzed: 6

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
1000 N. Center-001	91010631						
Layer: Tan Veneer			**ND**				
Layer: Black Tile			**ND**				
Layer: Grey Mastic			**ND**				
Total Composite Values of Non-Asbestos Fibrous Components: Synthetic (2 %)							
1000 N. Center-002	91010632						
Layer: Beige Paint			**ND**				
Layer: Brown Woven Material			**ND**				
Total Composite Values of Non-Asbestos Fibrous Components: Cellulose (80 %)							
1000 N. Center-003	91010633						
Layer: Brown Fibrous Material			**ND**				
Total Composite Values of Non-Asbestos Fibrous Components: Cellulose (99 %)							
1000 N. Center-004	91010634						
Layer: Black Fibrous Material			**ND**				
Total Composite Values of Non-Asbestos Fibrous Components: Cellulose (95 %)							
1000 N. Center-005	91010635						
Layer: Tan Tile		Chrysotile	**10 %**				
Layer: Black Mastic		Chrysotile	**7 %**				
Total Composite Values of Non-Asbestos Fibrous Components:							
1000 N. Center-006	91010636						
Layer: Black Fibrous Material			**ND**				
Layer: Silver Foil			**ND**				
Total Composite Values of Non-Asbestos Fibrous Components: Cellulose (85 %)							

3020 Woodcreek Drive Suite C, Downers Grove, IL 60515 / Telephone: (341) 465-2464 / Toll Free: (800) 827-3274

Report Number: B338960

Client Name: City of Joliet **Date Printed:** 09/25/22

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer

Karen Buehler, Laboratory Team Lead, Chicago Laboratory

Note: Limit of Quantification ('LOQ') = 1%. 'Trace' denotes the presence of asbestos below the LOQ. 'ND' = 'None Detected'.

Analytical results and reports are generated by SGS Forensic Laboratories (SGSFL) at the request of and for the exclusive use of the person or entity (client) named on such report. Results, reports or copies of same will not be released by SGSFL to any third party without prior written request from client. This report applies only to the sample(s) tested. Supporting laboratory documentation is available upon request. This report must not be reproduced except in full, unless approved by SGSFL. The client is solely responsible for the use and interpretation of test results and reports requested from SGSFL. SGSFL is not able to assess the degree of hazard resulting from materials analyzed. SGS Forensic Laboratories reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified. All samples were received in acceptable condition unless otherwise noted.

3020 Woodcreek Drive Suite C, Downers Grove, IL 60515 / Telephone: (341) 465-2464 / Toll Free: (800) 827-3274