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

FOR THE

2023 STREETLIGHT POLE PAINTING PROJECT - CONTRACT A

CONTRACT NO. 2735-0723

APPROVED
DEPARTMENT OF PUBLIC WORKS

_____
DIRECTOR OF PUBLIC WORKS

DATE 06/01, 2023

APPROVED

DEPARTMENT OF PUBLIC WORKS

_____
DEPUTY DIRECTOR OF PUBLIC WORKS

DATE: 6/1, 2023

SUBMITTED BY

_____
CONTRACTORS NAME

_____
ADDRESS

_____
CITY AND STATE

_____
PHONE

DATE: _____, 2023

FINANCE DEPARTMENT
PURCHASING DIVISION
MELISSA L. LOPEZ
PURCHASING/CONTRACTS ADMINISTRATOR
PHONE: 815-724-3925
FAX: 815-724-3929

CITY OF JOLIET

150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432-4158

Prospective Bidders:

Enclosed are bid documents which may be of interest to your company. Please note the date and time as to when these bids will be opened. The bid documents **must** be returned intact - the same order as received.

All bids must be submitted in an opaque sealed envelope **prior** to the date and time set forth for the bid opening in the Notice to Bidders. Each bid must be addressed to:

City of Joliet
City Clerk
150 W Jefferson St
Joliet, IL 60432

The outside of the sealed envelope – face of the envelope, **must** include the following:

- Name of Bidder
- Statement that it is a sealed bid to be opened for the contract considered at the date and time set forth in the Notice to Bidders
- Acknowledgement of Addenda to the Contract

Failure to do any of the above may invalidate your proposal.

Any questions or clarifications concerning these specifications should be in writing and directed to the Purchasing Division at purchasing@joliet.gov.

Any oral or written comments received from any other person other than the Contracts Administrator will not be considered and may invalidate your proposal.

Respectfully,

MAYOR
Terry D'Arcy

INTERIM CITY MANAGER
Kevin Sing

COUNCIL MEMBERS
Cesar Cardenas
Joe Clement
Cesar Guerrero
Larry E. Hug
Suzanna Ibarra
Pat Mudron
Jan Hallums Quillman
Sherri Reardon

PURCHASING/CONTRACTS ADMINISTRATOR
Melissa L. Lopez

CONTRACT DOCUMENTS

PROJECT: **2023 STREETLIGHT POLE PAINTING PROJECT - CONTRACT A**

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

CONTRACT NO. **2735-0723**

KEVIN SING
INTERIM CITY
MANAGER

MELISSA L. LOPEZ
PURCHASING CONTRACTS/
ADMINISTRATOR

LEGAL NOTICE
CITY OF JOLIET
ADVERTISEMENT TO BIDS
CONTRACT NO. 2735-0723
2023 STREETLIGHT POLE PAINTING PROJECT - CONTRACT A

The City of Joliet, Illinois does hereby invite sealed bids for painting 49 EACH of 25' tall steel streetlight poles within the City of Joliet.

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 **10:00 A.M.** local time on **MONDAY, JUNE 26, 2023** at which time they will be opened and publicly read aloud.

It is highly recommended that all bids be tabbed to mark the Schedule of Prices, Apprenticeship or Training Program Certification 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 COVD-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 address 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., IL 60432 between the hours of 8:00 A.M. and 4:30 P.M. 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 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 and the City of Joliet Procurement Code (Section 2-430 – 2-453 of the Code of Ordinances.

The City of Joliet's local qualified bidder ordinance does apply to this contract

All Bidding Document holders should sign up for RSS feeds at: https://www.joliet.gov/government/departments/finance/purchasing/bids-proposals/construction-public-works and https://www.joliet.gov/government/departments/finance/purchasing/bids-proposals/labor-and-services 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.

BID DOCUMENT FEE: **$0.00;**
Published in the Labor Record:
Thursday, June 8, 2023

Free electronic download
James V. Capparelli
City Manager

Melissa Lopez
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 prequalifications that apply to this contract, like Capital Development Board or City of Joliet Financial Prequalification. Please review what is due and note this does not take the place of any of those documents.

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

CITY OF JOLIET

150 WEST JEFFERSON STREET

JOLIET, ILLINOIS 60432-4158

CONTRACT DOCUMENTS FOR: **2023 STREETLIGHT POLE PAINTING PROJECT - CONTRACT A**

User Department:	**PUBLIC WORKS**
Date and Time of Bid Opening:	**JUNE 26, 2023 @ 10:00 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.**

Terry D' Arcy
Mayor

Kevin Sing
Interim City Manager

Melissa L. Lopez
Purchasing/Contracts Administrator

Council Members:

Cesar Cardenas
Joe Clement
Cesar Guerrero
Larry E. Hug
Suzanna Ibarra
Pat Mudron
Jan Hallums-Quillman
Sherri Reardon

INSTRUCTION TO BIDDERS

PROJECT: 2023 STREETLIGHT POLE PAINTING PROJECT - CONTRACT A

NOTE: BY SUBMITTING A BID, THE BIDDER WARRANTS THAT THEY HAVE FAMILIARIZED THEMSELVES 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

Please see the City of Joliet Special Provision Adopted October 15, 2020 and General Conditions Booklet Updated February 10, 2021 at www.joliet.gov/government/departments/finance/purchasing/special-provisions-general-conditions

Section 2-448(c). Insurance; all construction and demolition contracts.

1) The successful bidder in all construction and demolition contracts shall submit, with other required contract documents, a certificate of insurance, issued by an insurance company licensed to do business in Illinois, indicating the bidder as the insured and naming the City of Joliet (and its officers and employees) as additional insured with right of notice of cancellation for the duration of the contract in at least the following amounts:

   a) General Liability Insurance – One Million Dollars ($1,000,000) general liability insurance covering injuries, deaths and property damage.

   b) Workers Compensation Insurance – amount required by Illinois law.

2) The successful bidder shall require the same amounts and coverages as in sub-section (1) from all subcontractors.

3) The amounts stated in sub-section (1)(a) shall be doubled for contracts exceeding Five Hundred Thousand Dollars ($500,000).

4) The minimum amount of insurance may be modified and other insurance-related terms and conditions may be required in specific contracts as the Mayor and City Council may deem appropriate.

CITY OF JOLIET

SUPPLEMENTAL SPECIAL PROVISIONS

The following Supplemental Special Provisions supplement the City of Joliet Special Provisions adopted October 15, 2020 and General Conditions updated February 10, 2021 and the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2016 and the latest edition of the "Manual on Uniform Traffic Control Device for Streets and Highways," and the "Standard Specifications for Water and Sewer Main Construction in Illinois," in effect on the date of invitation for bids. In case of conflict with any parts of said specifications, the said Supplemental Special Provisions shall take precedence and shall govern. The above-named publications shall hereinafter be referred to as the "Standard Specifications" which apply to and govern the construction of the 2023 STREETLIGHT POLE PAINTING PROJECT – CONTRACT A

1. LOCATION OF THE IMPROVEMENTS:

The project includes the painting of light poles at the following locations:

Buell Ave (Raynor Ave to Center St):	31 Poles
Brooks Ave (Western Ave to Buell Ave):	6 Poles
Woodworth Ave (Western Ave to Buell Ave):	6 Poles
Nicholson St (Western Ave to Buell Ave):	6 Poles

2. DESCRIPTION OF THE IMPROVEMENTS:

The project includes supplying all material, labor and equipment necessary to complete the cleaning, preparation, masking and painting of 49 steel streetlight poles, aluminum bases and luminaire arms at locations noted above within the City of Joliet. This project does not include the painting of luminaire heads.

3. PROJECT SCHEDULE:

Final completion of this project including all punch list items shall be completed by November 1, 2023. If the contractor cannot meet this time constraint an extension may be granted, if justified, by a Formal request for Extension that shall be submitted for approval.

All work within the defined limits of the project shall be performed between the hours of 7:00 AM and 4:00 PM, Monday through Saturday, except in an emergency or when specific permission has been granted by the Director of Public Works. Work performed along State Routes shall be performed between 9:00 AM and 3:00 PM following IDOT Permit requirements. No work is to be performed on Sundays or the holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day.

4. PROTECTION OF EXISTING IMPROVEMENTS

The Contractor must protect all landscape materials including trees, shrubs, flowers and turf from harmful chemicals or processes. The Contractor guarantees the reimbursement, repair, replacement and/or restoration of any damaged property as a result of the Contractor's activities. This shall include, but is not limited to, landscape material, buildings, vehicles, pavements, lighting, signs and other traffic control devices.

The Contractor shall protect all pedestrians, vehicles, sidewalks, roadways, buildings and adjacent structures from paint / chemical overspray or splatter.

The Contractor shall maintain a safe and professional work site. This includes keeping public streets, sidewalks and landscapes free of debris related to the project. All debris shall be removed at the end of each workday and kept under control during painting operations.

5. PAINT STREETLIGHT POLE

Description. Existing light poles shall be cleaned, prepared, masked and painted in accordance with the Special Provisions for SURFACE PREPARATION and COATING REQUIREMENTS. The City shall provide the final and official list of light poles to be painted prior to work commencing on the site.

This project will not include painting of luminaire heads.

The poles to be painted as part of this project are 25' tall steel street light poles with aluminum bases.

Basis of Payment. This work shall be paid for at the contract unit price per EACH for PAINT 25' STEEL STREELIGHT POLE, which price shall include all materials, labor and equipment necessary to complete the work as specified and as directed by the Engineer.

6. SURFACE PREPARATION

All surfaces to be repainted shall be prepared as follows:

a) Surfaces must be clean and dry. Employ adequate methods to remove dirt, dust, oil, and all other contaminants to ensure adequate adhesion as described in SSPC-SP1 (AS 1627.1).
b) Non-Immersion: Abrasive blast to a minimum of SSPC-SP6 (AS 1627.4 Sa2) and achieve a uniform jagged blast profile of 35 µm (minimum) and up to 75µm. Power or hand tool cleaning are also acceptable methods.
c) Solvent wipe clean, using acetone per Society of Protected Coatings (SSPC) specification SSPC-SP1 (solvent cleaning). Hand tool clean per SSPC-SP2/3 (hand tool cleaning and power tool cleaning), removing as much loosely adhered coating and all surface rust. Contractor is responsible to remove all stickers, tape, etc. as part of the preparation process.
d) Once surface is clean, Bondo Glass will be used to correct all surface imperfections on the steel pole shaft and aluminum bases. After the Bondo Glass has dried, surface will be re-sanded and feathered down smooth.

Complete surface preparation by again solvent wiping clean pole and base using acetone solvent.

e) All streetlight fixtures and mast arms shall be protected from paint splatters and overspray.
f) All priming and painting shall occur within the temperature ranges specified on the products.
g) The City of Joliet will require a one (1) year warranty of all work. The warranty shall guarantee against all peeling, flaking, blistering and rusting. Any necessary repairs will be made at the Contractor's expense.

7. COATING REQUIREMENTS

Paint coating shall be applied as follows:

Primer Coat: Carboline Carbomastic 615 Part A & B will be mixed separately, then combined and mixed in a 4:1 by volume ratio and spray applied on pole shaft and aluminum base. Refer to product data sheets.

Second Coat: Carboline Rustbond Part A & B will be mixed in a 1:1 by volume ratio and brush or roller applied on pole shaft and aluminum base. Refer to product data sheets.

Final Coat: Carboline Caboxane 2000 will be applied as a final coat. Part A will be mixed separately. Part B requires no mixing. Combine and mix in a 2.2:1 (Part A : Part b) by volume ratio and spray applied on pole shaft and aluminum base. Color to be black or federal green to match original pole colors. Color samples must be provided and approved by the Engineer prior to application. Refer to product data sheets.

8. MOBILIZATION

Description. This work shall be performed in accordance with Section 671 of the Standard Specifications, with the addition of the following:

Basis of Payment. The allowable lump sum bid price for MOBILIZATION shall be limited to a maximum of four percent (4%) of the total contract amount. Bids with amounts greater than four percent (4%) may be disqualified.

9. TRAFFIC CONTROL AND PROTECTION

701.01 Description. This work shall be performed in accordance with Section 701 of the Standard Specifications, and any Highway Standards contained herein with the following modifications.

701011 Off-Road Moving Operations, 2L, 2W, Day Only
701301 Lane Closure, 2L, 2W, Short Time Operations
701501 Urban Lane Closure, 2L, 2W, Undivided
701502 Urban Lane Closure, 2L, 2W, with Bidirectional Left Turn Lane
701801 Sidewalk, Corner or Crosswalk Closure
701901 Traffic Control Devices

701.04 General. Add the following:

The Contractor shall schedule work to cause the least amount of disruption to traffic as possible. Any lane closures shall occur between the hours of 9:00 AM to 3:00 PM. The City of Joliet reserves the right to shut down any operations that cause unreasonable traffic delays or safety concerns. Weekend work may be allowed with preapproval from the Director of Public Works.

Roadside warning signs and work zone establishment must be placed in accordance to the IDOT requirements. The requirements, including sign size, color, wording, work zone establishment, traffic control procedures, are listed in the Manual on Uniform Traffic Control Devices.

701.20 Basis of Payment. This work shall be paid for at the contract LUMP SUM price for TRAFFIC CONTROL AND PROTECTION, less monies deducted for non-compliance according to Section 701.

10. TRAFFIC CONTROL DEFICIENCY DEDUCTION

Description. To ensure a prompt response to incidents involving the integrity of the work zone traffic control devices, the Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour-a-day basis. When the Director of Public Works is notified or determines a deficiency exists, he shall be the sole judge as to whether the deficiency is an immediate safety hazard. The Contractor shall dispatch sufficient resources within four (4) hours of notification to make needed corrections of deficiencies that constitute an immediate safety hazard. Other deficiencies shall be corrected within twelve (12) hours. If the Contractor fails to restore the required traffic control and protection with the time limits specified above, the Contractor will not be paid for that day of Traffic Control and Protection. In addition, if the Contractor fails to respond, the Director of Public Works may correct the deficiencies and the cost thereof will be deducted from the monies due or which my become due to the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

Carbomastic® 615

PRODUCT DATA SHEET

SELECTION & SPECIFICATION DATA

Generic Type	Phenalkamine epoxy
Description	High performance epoxy that has excellent resistance to fresh and salt water exposures. This coating exhibits outstanding moisture and surface tolerance during application, low temperature cure capability, and very fast cure response for quick return to service. It contains an inert flake reinforcement (micaceous iron oxide) to enhance film strength and performance. This product is ideal for industrial or heavy duty marine environments for the protection of steel against salt laden environments.
Features	• High solids, low VOC • Low temperature cure • Excellent wetting properties • Excellent surface tolerance • Excellent moisture tolerance (application) • Continues to cure underwater • Fast cure response • Suitable for immersion service in fresh or salt water after 60 minutes cure @ 75°F
Color	Standard: 0200 (Tan) and 0700 (Grey) Colors 0500 (Red) and C900 (Black) are available on special request
Gloss	Semi-gloss
Primer	Self-priming
Dry Film Thickness	5 - 10 mils (127 - 254 microns) per coat
Solids Content	By Volume 80% +/- 2%
HAPs Values	As supplied: 1.63 lbs/solid gal
Theoretical Coverage Rate	1283 ft²/gal at 1.0 mils (31.5 m²/l at 25 microns) 257 ft²/gal at 5.0 mils (6.3 m²/l at 125 microns) 128 ft²/gal at 10.0 mils (3.1 m²/l at 250 microns) Allow for loss in mixing and application.
VOC Values	**As Supplied** : 1.44 lbs/gal (172 g/l) Thinner 2 : 16 oz/gal: 2.07 lbs/gal (248 g/l) These are nominal values and may vary with color.
Dry Temp. Resistance	Continuous: 200°F (93°C) Non-Continuous: 250°F (121°C)
Limitations	Epoxies lose gloss, discolor, and eventually chalk in sunlight exposure
Topcoats	Acrylics, Alkyds, Epoxies, Polyurethanes
Wet Temp. Resistance	Immersion temperature resistance depends upon the exposure. Contact Carboline for specific information.

SUBSTRATES & SURFACE PREPARATION

General	Surface must be clean. Employ adequate methods to remove dirt, dust, oil and all other contaminants that could interfere with adhesion of the coating in accordance with SSPC-SP 1 and follow the guidelines below.
Steel	Immersion: NACE No. 2/SSPC-SP 10 with a 2.0-3.0 mil (50-75 microns) surface profile. Non-Immersion: NACE No. 3/SSPC-SP 6 with a 2.0-3.0 mil (50-75 microns) surface profile for maximum protection. SSPC-SP 2, SSPC-SP 3, NACE No. 4/SSPC-SP 7, NACE/SSPC WJ-1 to WJ-4, or SSPC-SP 14 are also acceptable methods. For alternate methods contact Carboline Technical Service. When using under fireproofing products, defer to the primer surface preparation requirements in the product data sheet of the fireproofing product.
Concrete	Concrete shall be designed, placed, cured, and prepared in accordance with NACE No. 6/SSPC-SP 13, latest edition. Abrade to remove all laitance, loose concrete, etc. and to create surface profile in accordance with ICRI CSP standards for the coating system.
Non-Ferrous Metals	Surface profile should be a dense angular 1.5 - 3 mils and is best achieved through abrasive blasting in accordance with SSPC-SP16 for atmospheric exposure, or SSPC-SP17 for immersion environments.

MIXING & THINNING

Mixing	Mix separately, then combine and mix in the following proportions. 1 Gallon Kit = Part A: 0.8 Gallon; Part B: 0.2 Gallons 5 Gallon Kit = Part A: 4 Gallons: Part B: 1 Gallon
Thinning	**Preferred Thinner Uses and Application:** Thin up to 12% by volume with Carboline Thinner #2. **Alternate Compatible Thinners for Atmospheric Service:** Carboline Thinner 2, 10, 15, 76, 225E, 229, 236E, 243E, 248 and Plasite Thinner #19 or #20 Use of thinners other than those supplied by Carboline may adversely affect product performance and void product warranty, whether expressed or implied.
Ratio	4:1 (Part A to Part B)
Pot Life	1½ hours at 75°F (24°C) and less at higher temperatures. Pot life ends when coating becomes too viscous to use.

APPLICATION EQUIPMENT GUIDELINES

Listed below are general equipment guidelines for the application of this product. Job site conditions may require modifications to these guidelines to achieve the desired results.

General	Listed below are the general equipment guidelines for the application of this product. Job site conditions may require modifications to these guidelines to achieve the desired results.
Spray Application (General)	Hold gun 12-14 inches from the surface and at a right angle to the surface.
Conventional Spray	Pressure pot equipped with dual regulators, 3/8” I.D. minimum material hose, .070” I.D. fluid tip and appropriate air cap.

APPLICATION EQUIPMENT GUIDELINES

Listed below are general equipment guidelines for the application of this product. Job site conditions may require modifications to these guidelines to achieve the desired results.

Airless Spray	Pump Ratio: 30:1 (min) Volume Output: 9.5 l/min min.(2.5gpm min.) Material Hose: 9.5mm min.(3/8" I.D. min.) Tip Size: 0.43-0.53mm (0.017-0.021") Output Pressure: 140-175kg/cm² (2000-2500 psi) 1/2" minimum I.D. material hose recommended. May use 3/8" for some setups *PTFE packings are recommended and available from pump manufacturer.
Brush & Roller (General)	Not recommended for tank lining applications except when striping welds. For non-immersion applications over damp surfaces, brush and roller is the preferred method. Multiple coats may be required to obtain desired appearance, recommended dry film thickness and adequate hiding. Avoid excessive re-brushing or re-rolling. For best results, tie-in within 10 minutes at 75 °F (24 °C). Thin up to 11% by volume per gallon with Carboline 2. Use a short-nap synthetic roller cover with phenolic core

APPLICATION CONDITIONS

Condition	Material	Surface	Ambient	Humidity
Minimum	45°F (7°C)	20°F (-7°C)	20°F (-7°C)	0%
Maximum	90°F (32°C)	120°F (49°C)	100°F (38°C)	95%

Industry standards are for substrate temperatures to be above the dew point. For immersion conditions it is recommended to follow this procedure. For non-immersion conditions Carbomastic 615 can tolerate damp substrates. See Brush or Roller above. Special thinning and application techniques may be required above or below normal conditions. Do not apply to substrates with ice or ice crystal formation. Dehumidify or raise the temperature to eliminate ice on the substrate.

CURING SCHEDULE

Surface Temp.	Dry to Topcoat Minimum	Maximum Recoat Time	Minimum cure for immersion service
20°F (-7°C)	72 Hours	45 Days	7 Days
35°F (2°C)	2 Days	30 Days	5 Days
60°F (16°C)	8 Hours	15 Days	3 Hours
75°F (24°C)	2 Hours	7 Days	1 Hour
90°F (32°C)	90 Minutes	3 Days	1 Hour

These times above are based on a 5.0-10.0 mil (125-250 micron) dry film thickness per coat. Higher film thickness, insufficient ventilation or cooler temperatures will require longer cure times and could result in solvent entrapment and premature failure. Excessive humidity or condensation on the surface during curing can interfere with the cure, can cause discoloration and may result in a surface haze. Any haze or blush must be removed by water washing before recoating. Recoat intervals may vary from those listed above when using under intumescent fireproofing products. Consult Carboline Technical Service for recommended cure times before applying Carboline intumescent products. If the maximum recoat times have been exceeded, the surface must be abraded by sweep blasting or sanding prior to the application of additional coats. For force curing, contact Carboline Technical Service for specific requirements.

CLEANUP & SAFETY

Cleanup	Use Thinner #2 or Acetone. In case of spillage, absorb and dispose of in accordance with local applicable regulations.
Safety	Read and follow all caution statements on this product data sheet and on the SDS for this product. Employ normal workmanlike safety precautions.
Ventilation	When used as a tank lining or in enclosed areas, thorough air circulation must be used during and after application until the coating is cured. The ventilation system should be capable of preventing the solvent vapor concentration from reaching the lower explosion limit for the solvents used. User should test and monitor exposure levels to insure all personnel are below guidelines. If not sure or if not able to monitor levels, use MSHA/NIOSH approved supplied air respirator.
Caution	This product contains flammable solvents. Keep away from sparks and open flames.

PACKAGING, HANDLING & STORAGE

Shelf Life	Part A: 24 months @75°F(23°C) Part B: 24 months @75°F(23°C) Actual stated shelf life when kept at recommended storage conditions and in original unopened containers
Storage Temperature & Humidity	40-100°F(4°C-38°C) 0-95% Relative Humidity
Storage	Store Indoors. KEEP DRY
Shipping Weight (Approximate)	1 Gallon Kit: 15.8 lbs (7.2 kg) 5 Gallon Kit: 79 lbs (35.8 kg)
Flash Point (Setaflash)	Part A: 110°F(43°C) Part B: 90°F(32°C) Mixed: 103°F(39°C) Thinner 2: 23°F(-5°C)

WARRANTY

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SELECTION & SPECIFICATION DATA

Generic Type	Polymeric epoxy amine.
Description	Rustbond is a cross-linked penetrating primer/sealer with excellent wetting properties. It is highly flexible with good chemical and solvent resistance, and accept a variety of topcoats. Recommended use as primer/sealers for marginally prepared steel and over old coatings. Its excellent wetting properties allows it to penetrate rust and discontinuities in existing coatings and provide a firm anchorage for a variety of topcoats. Its thixotropic character reduces run off, ensuring that the edges of existing coatings are encapsulated thus reducing undercutting and peeling. It may also be used as a tie-coat for coatings that exceed their "recoat window." Consult Carboline Technical Services Department for specific recommendations.
Features	• Universal primer and tie-coat • Excellent adhesion to SSPC-SP 2 prepared steel, galvanizing, aluminum, stainless steel and copper • Low stress, highly flexible film • Extremely high solids • Low odor • Contains corrosion inhibitors • Compatible with a variety of topcoats • User friendly brush and roller application • VOC compliant to current AIM regulations
Color	Translucent Green (0300)
Finish	High Gloss Chalks rapidly in sunlight.
Primer	Self-priming. May be applied over most generic types of coatings.
Dry Film Thickness	1 - 2 mils (25 - 51 microns) per coat
Solids Content	By Volume 99% +/- 1%
Theoretical Coverage Rate	1588 ft²/gal at 1.0 mils (39.0 m²/l at 25 microns) 794 ft²/gal at 2.0 mils (19.5 m²/l at 50 microns) Allow for loss in mixing and application.
VOC Values	**As Supplied** : 0.7 lbs./gal (85 g/l) EPA Method 24 Thinner 76 : 12 oz/gal: 1.22 lbs/gal (147 g/l) These are nominal values
Dry Temp. Resistance	Continuous: 175°F (79°C) Non-Continuous: 200°F (93°C) Discoloration and loss of gloss is observed above 175°F (80°C)
Limitations	• Epoxies lose gloss, discolor and eventually chalk in sunlight exposure • **Do not use for immersion service** • Rustbond sealers must be topcoated
Topcoats	Acrylics, alkyds, epoxies, polyurethanes

SUBSTRATES & SURFACE PREPARATION

General	Surfaces must be clean and dry. Employ adequate methods to remove dirt, dust, oil and all other contaminants that could interfere with adhesion of the coating.
Steel	SSPC-SP2 or SP3 When using under fireproofing products, defer to the primer surface preparation requirements in the product data sheet of the fireproofing product.
Previously Painted Surfaces	A test patch is recommended to verify compatibility with existing coating. Existing paint must attain a minimum 3A rating in accordance with ASTM D3359 “X-Scribe” adhesion test.
Non-Ferrous Metals	Surface profile should be a dense angular 1.5 - 3 mils and is best achieved through abrasive blasting in accordance with SSPC-SP16 for atmospheric exposure.

PERFORMANCE DATA

All test data was generated under laboratory conditions. Field testing results may vary.

Test Method	System	Results
Adhesion (ASTM D4541)	1 yr. old Epoxy 1 ct. RBPS	1911 psi (Pneumatic)
Adhesion (ASTM D4541)	2 yr. old Alkyd 1 ct. RBPS	1769 psi (Pneumatic)
Adhesion (ASTM D4541)	3 yr. old Epoxy 1 ct. RBPS	1749 psi (Pneumatic)
Adhesion (ASTM D4541)	Aluminum 1 ct. RBPS	3366 psi (Pneumatic)
Adhesion (ASTM D4541)	Copper 1 ct. RBPS	3418 psi (Pneumatic)
Adhesion (ASTM D4541)	Galvanized Steel 1 ct. RBPS	500 psi (Pneumatic)
Adhesion (ASTM D4541)	Mil Scale Steel 1 ct. RBPS	2847 psi (Pneumatic)
Adhesion (ASTM D4541)	Rusted, SP2-Cleaned Steel 1 ct. RBPS 1ct. Acrylic	1504 psi (Pneumatic)
Adhesion (ASTM D4541)	Rusted, SP2-Cleaned Steel 1 ct. RBPS 1ct. Alkyd	1015 psi (Pneumatic)
Adhesion (ASTM D4541)	Rusted, SP2-Cleaned Steel 1 ct. RBPS 1ct. Epoxy	1993 psi (Pneumatic)
Adhesion (ASTM D4541)	Rusted, SP2-Cleaned Steel 1 ct. RBPS 1ct. Urethane	1470 psi (Pneumatic)
Weatherometer (ASTM G26)	Rusted, SP2-Cleaned Steel<bt> 1 ct. RBPS 1 ct. Polyurethane	No blistering, no rusting, cracking or delamination after 2000 hours

Test reports and additional data available upon written request.

MIXING & THINNING

Mixing	Power mix components separately to break down any gel. Keep the mixing blade at slow speed and submerged in the product to minimize whipping of air into the material. Scrape the sides of the container occasionally to insure uniformity. Continue to mix for 1-2 minutes. DO NOT MIX PARTIAL KITS, and do not intermix unpaired components.
Thinning	**Preferred Thinner Uses and Application:** Thinning not normally required but may be thinned up to 9% (12 oz/gal) with Thinner #76. Use of thinners other than those supplied or recommended by Carboline may adversely affect product performance and void product warranty, whether express or implied.
Ratio	**.5 Gallon Kit** Part A: 1 Quart (0.25 gal) Part B: 1 Quart (0.25 gal) **2 Gallon Kit** Part A: 1 Gallon Part B: 1 Gallon
Pot Life	• For 1/2 gal units: • 80 minutes at 70°F (21°C) • 50 minutes at 80°F (27°C) • 40 minutes at 90°F (32°C) • 30 minutes at 100°F (38°C) • Pot life ends when material begins to thicken and exotherm.

APPLICATION EQUIPMENT GUIDELINES

Listed below are general equipment guidelines for the application of this product. Job site conditions may require modifications to these guidelines to achieve the desired results.

Spray Application (General)	Contact Carboline Technical Service for specific application instructions.
Brush & Roller (General)	Avoid excessive re-brushing or re-rolling. Apply enough material to uniformly wet the surface. Any puddles formed must be brushed out.
Brush	Use a medium bristle brush and distribute evenly using full brush strokes.
Roller	Use a medium to long nap roller suitable for solvent base materials to evenly distribute the material.

APPLICATION CONDITIONS

Condition	Material	Surface	Ambient	Humidity
Minimum	60°F (16°C)	70°F (21°C)	70°F (21°C)	0%
Maximum	100°F (38°C)	130°F (54°C)	110°F (43°C)	90%

This product simply requires the substrate temperature to be above the dew point. Condensation due to substrate temperatures below the dew point can cause flash rusting on prepared steel and interfere with proper adhesion to the substrate. Special application techniques may be required above or below normal application conditions.

CURING SCHEDULE

Surface Temp.	Dry to Handle	Dry to Topcoat	Final Cure General
70°F (21°C)	34 Hours	18 Hours	9 Days
80°F (27°C)	22 Hours	12 Hours	6 Days
90°F (32°C)	14 Hours	9 Hours	4 Days
100°F (38°C)	11 Hours	4 Hours	3 Days

* These times are based on 50% relative humidity and 1.0–2.0 mils (25-50 microns) dry film thickness. Higher film thickness, insufficient ventilation or cooler temperatures will require longer cure times and could result in solvent entrapment and premature failure. Excessive humidity or condensation on the surface during curing can interfere with the cure, can cause discoloration and may result in a surface haze. Any haze or blush must be removed by water washing before recoating. When using under fireproofing products, defer to the primer surface preparation requirements in the product data sheet of the fireproofing product. During high humidity conditions, it is recommended that the application be done while temperatures are increasing.

Surface Temp.	Maximum Recoat Time Acrylics & Alkyds	Maximum Recoat Time Epoxies & Urethanes
70°F (21°C)	14 Days	30 Days
75°F (24°C)	14 Days	30 Days
90°F (32°C)	7 Days	15 Days

* These times are based on 50% relative humidity and 1-2 mils (25-50 microns) dry film thickness. If the maximum recoat time is exceeded the surface must be abraded by sweep blasting or by the application of another coat of Rustbond before applying any additional coatings.

CLEANUP & SAFETY

Cleanup
Use Thinner #2 or Acetone. In case of spillage, absorb and dispose of in accordance with local applicable regulations.

Safety
Read and follow all caution statements on this product data sheet and on the SDS for this product. Employ normal workmanlike safety precautions.

Ventilation
When used in enclosed areas, thorough air circulation must be used during and after application until the coating is cured. The ventilation system should be capable of preventing the solvent vapor concentration from reaching the lower explosion limit for the solvents used. User should test and monitor exposure levels to insure all personnel are below guidelines. If not sure or if not able to monitor levels, use MSHA/NIOSH approved respirator.

Caution
THIS PRODUCT EXOTHERMS AT THE END OF ITS POT LIFE. Any unused quantities will become extremely hot. Immediately spread out on an appropriate surface or add sand or other suitable heat sink to the unused material to reduce the severity of exotherm. Take appropriate precautions against breathing fumes. This product contains flammable solvents. Keep away from sparks and open flames. All electrical equipment and installations should be made and grounded in accordance with the National Electric Code. In areas where explosion hazards exist, workmen should be required to use non-ferrous tools and wear conductive and non-sparking shoes.

PACKAGING, HANDLING & STORAGE

Shelf Life
Part A & B: Min. 36 months at 75°F (24°C)*

*Shelf Life: (actual stated shelf life) when kept at recommended storage conditions and in original unopened containers.

PACKAGING, HANDLING & STORAGE

Storage Temperature & Humidity	40° - 110°F (4°-43°C) 0-90% Relative Humidity
Storage	Store Indoors.
Shipping Weight (Approximate)	0.5 Gallon Kit - 6 lbs. (3 kg) 2 Gallon Kit - 22 lbs. (10 kg)
Flash Point (Setaflash)	• Part A: 205°F (96°C) • Part B: 176°F (80°C)

WARRANTY

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Carboxane® 2000

PRODUCT DATA SHEET

SELECTION & SPECIFICATION DATA

Generic Type	Modified Siloxane Hybrid
Description	Carboxane 2000 is an isocyanate free, ultra-durable coating that provides outstanding color and gloss retention as well as excellent corrosion protection for exterior exposures. When used over a suitable primer (as a two coat system) Carboxane 2000 provides the barrier, corrosion resistance properties, and weatherability normally achieved with a three-coat system (primer, epoxy intermediate with an acrylic-polyurethane finish) for most environments. This significantly speeds up the painting process, saves labor, and saves money without sacrificing performance. This tightly cross-linked film utilizes a UV-resistant siloxane binder resulting in a finish with excellent corrosion protection and weathering performance that far exceeds aliphatic polyurethanes.
Features	• Isocyanate free • Exceptional weatherability • Outstanding color and gloss retention • Exceeds SSPC Coating Specification No. 36 Level 3A • Excellent corrosion protection • Meets ISO 12944 C3 High and C4 Medium, one coat applied at 5 to 7 mils DFT • High build, 3 to 7 mils DFT • Saves significant time, labor, and money • Long service life • VOC compliant • Excellent durability • Good flexibility and abrasion resistance • Long pot life
Color	Refer to Carboline Color Guide
Finish	Gloss
Primer	Self-priming, can be used Direct-to-Metal in mild environments. For moderate to heavily corrosive environments, prime with Carbozinc, Carboguard, or Carbomastic Series or other primers as recommended by Carboline Technical Service.
Dry Film Thickness	3 - 7 mils (76 - 178 microns) per coat As the finish of a two coat system (over a primer) a minimum of 5 mils (125 microns) is recommended. As the finish of a three coat system (primer and intermediate coat), a minimum of 3 mils (75 microns) is recommended. See Severe Exposures below.
Solids Content	By Volume 75% +/- 2%
Surface Burning Characteristics	Flame Spread Index: 0 Smoke Developed Index: 10
Theoretical Coverage Rate	1203 ft²/gal at 1.0 mils (29.5 m²/l at 25 microns) 401 ft²/gal at 3.0 mils (9.8 m²/l at 75 microns) 172 ft²/gal at 7.0 mils (4.2 m²/l at 175 microns) Allow for loss in mixing and application.
Severe Exposures	For severe marine environments (offshore structures) a three coat system is recommended. For other severe exposures, a two coat system may be used provided the minimum film thickness of 5 mils (125 microns) is achieved.

SELECTION & SPECIFICATION DATA

VOC Values	**As Supplied** : 1.8 lbs/gal (216 g/l) mixed Thinner 10 : 13 oz/gal: 2.29 lbs/gal (275 g/l) These are nominal values and may vary with color
Dry Temp. Resistance	Continuous: 302°F (150°C) Non-Continuous: 338°F (170°C) Some discoloration and loss of gloss may be experienced at elevated temperatures.

SUBSTRATES & SURFACE PREPARATION

General	Remove all contaminants per SSPC-SP 1. Refer to specific primer's Product Data Sheet for detailed requirements of the specified primer
Steel	Minimum Commercial Blast Clean per NACE No. 3/SSPC-SP 6 with 1.5-2.5 mil (37.5-62.5 micron) anchor profile for maximum protection. SSPC-SP2 or SP3 as minimum requirement.
Non-Ferrous Metals	For mild atmospheric environments, abrasive blast in accordance with SSPC-SP16 to achieve a dense angular profile of 1 -2 mils. Contact Carboline Technical Service for primer recommendations in more corrosive environments.

MIXING & THINNING

Mixing	Power mix Part A separately. Part B requires no mixing. Then combine power mix. DO NOT MIX PARTIAL KITS.
Thinning	Not normally required. May be thinned up to 10% (13 oz/gal) with Thinner #10 for spray, and Thinner 214, 215, or 238 for brush and roll.
Ratio	2.2:1 by volume: Part A to Part B
Pot Life	8 hours at 75°F (23°C) and less at higher temperatures. Material is moisture sensitive. If left uncovered for extended periods or under very high humidity conditions, check for and remove any skinning that may occur.

APPLICATION EQUIPMENT GUIDELINES

Listed below are general equipment guidelines for the application of this product. Job site conditions may require modifications to these guidelines to achieve the desired results.

Spray Application (General)	This is a high solids coating and may require adjustments in spray techniques. Wet film thickness is easily and quickly achieved. The following spray equipment has been found suitable and is available from manufacturers.
Airless Spray	Pump Ratio: 30:1 (min.) Volume Output: 2.5 gpm min. (11.5 l/min min.) Material Hose: ½" I.D. min. (12.5mm min.) Tip Size: 0.017-0.021" (0.43-0.53mm) Output Pressure: 1500-2000 psi (105-140kg/cm²)
Brush & Roller (General)	Multiple coats may be required to obtain desired appearance, recommended dry film thickness and adequate hiding. Avoid excessive re-brushing or re-rolling.

APPLICATION EQUIPMENT GUIDELINES

Listed below are general equipment guidelines for the application of this product. Job site conditions may require modifications to these guidelines to achieve the desired results.

Brush | Use a medium natural bristle brush.

Roller | Use a short to medium-nap mohair roller cover with solvent resistant core.

APPLICATION CONDITIONS

Condition	Material	Surface	Ambient	Humidity
Minimum	50°F (10°C)	35°F (2°C)	35°F (2°C)	20%
Maximum	90°F (32°C)	110°F (43°C)	110°F (43°C)	90%

Industry standards are for substrate temperatures to be 5°F (3°C) above the dew point. Protect from high humidity, dew and direct moisture contact until fully cured. Application and/or curing in humidities above maximum, or exposure to moisture from rain or dew may result in a loss of gloss and/or staining of the product.

CURING SCHEDULE

Surface Temp.	Dry to Recoat	Dry to Touch	Hard Cure
35°F (2°C)	24 Hours	8 Hours	30 Hours
60°F (16°C)	12 Hours	3 Hours	24 Hours
75°F (24°C)	6 Hours	2 Hours	18 Hours

These times are based on recommended coverage rates. Curing under low humidity conditions will extend times. Maximum recoat for this product is 30 days. After this period, it is best to degloss the surface by abrasive blasting or sanding prior to recoating.
Note: Like many coatings, this coating will develop full adhesion over the initial weeks following application.
*Hard Cure = Fingernail hard

CLEANUP & SAFETY

Cleanup | Use Thinner #2 or Acetone. In case of spillage, absorb and dispose of in accordance with local applicable regulations.

Safety | Read and follow all caution statements on this product data sheet and on the SDS for this product. Employ normal workmanlike safety precautions.

Ventilation | When used in enclosed areas, thorough air circulation must be used during and after application until the coating is cured. The ventilation system should be capable of preventing the solvent vapor concentration from reaching the lower explosion limit for the solvents used. User should test and monitor exposure levels to insure all personnel are below guidelines. If not sure or if not able to monitor levels, use MSHA/NIOSH approved supplied air respirator.

PACKAGING, HANDLING & STORAGE

Shelf Life | Part A: 24 months at 76°F (24°C)
Part B: 24 months at 76°F (24°C)

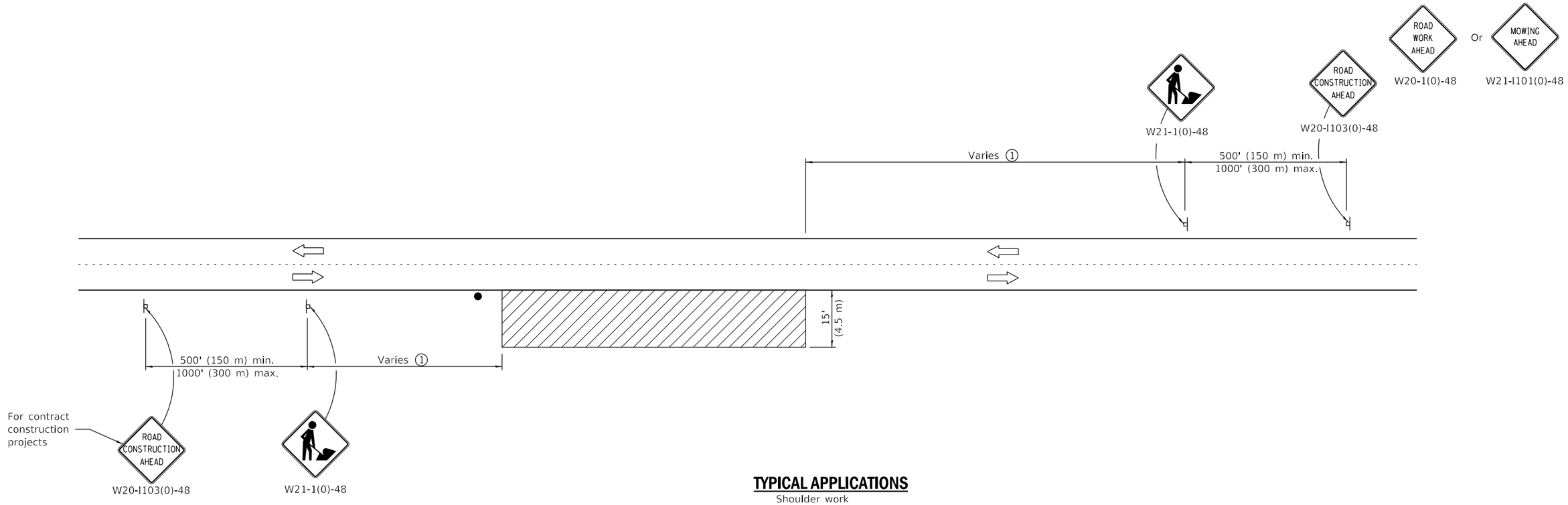
*Shelf Life: (actual stated shelf life) when kept at recommended storage conditions and in original unopened containers.

PACKAGING, HANDLING & STORAGE

Storage Temperature & Humidity	40 -110°F (4°C-43°C) 0-90% Relative Humidity
Storage	Store Indoors. KEEP DRY. This product is solvent based and not affected by excursions below these published storage temperatures, down to 10°F, for a duration of no more than 14 days. Always inspect the product prior to use to make sure it is smooth and homogeneous when properly mixed.
Shipping Weight (Approximate)	1 Gallon Kit - 13 lbs (6 kg) 5 Gallon Kit - 67 lbs (30 kg)
Flash Point (Setaflash)	Part A: 96°F (36°C) Part B: 75°F (24°C) Thinner 10: 83°F (28°C) Thinner 214: 102°F (38°C) Thinner 215: 128°F (53°C) Thinner 238: 102°F (38°C) Thinner 2: 23°F (-5°C)

WARRANTY

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TYPICAL APPLICATIONS

Shoulder work
Utility operations

SYMBOLS

Work area

Sign

Flagger with traffic control sign when required

(1) Minimum distance is 200' (60 m). Maximum distance to be determined by the Engineer but should not exceed ½ the length required for one normal working day's operation, or 4 miles (6.4 km) whichever is less.

GENERAL NOTES

This Standard is used where at any time, any vehicle, equipment. workers or their activities require an intermittent or continuous moving operation on the shoulder, where the average speed is 1 mph (2 km/h) or less.

When the work operation does not exceed 60 minutes, traffic control may be according to Standard 701301.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

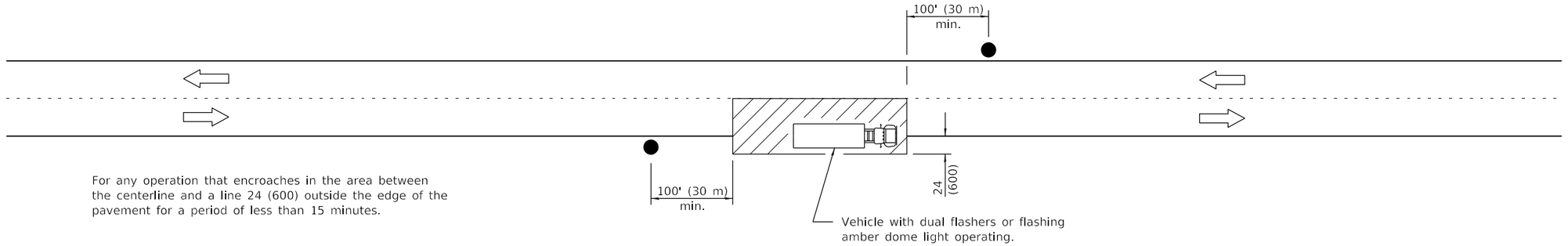
PASSED January 1, 2014
ENGINEER OF SAFETY ENGINEERING
APPROVED January 1, 2014
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

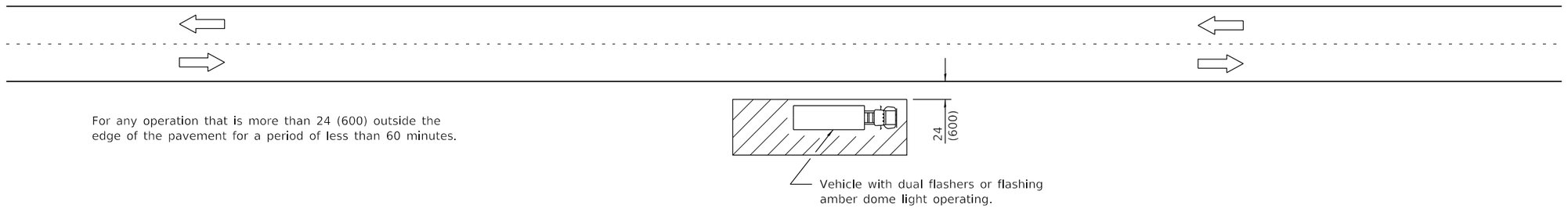
DATE	REVISIONS
1-1-14	Revised workers sign
	number to agree with
	current MUTCD.
1-1-13	Omitted text 'WORKERS'
	sign.

OFF-RD MOVING OPERATIONS, 2L, 2W, DAY ONLY

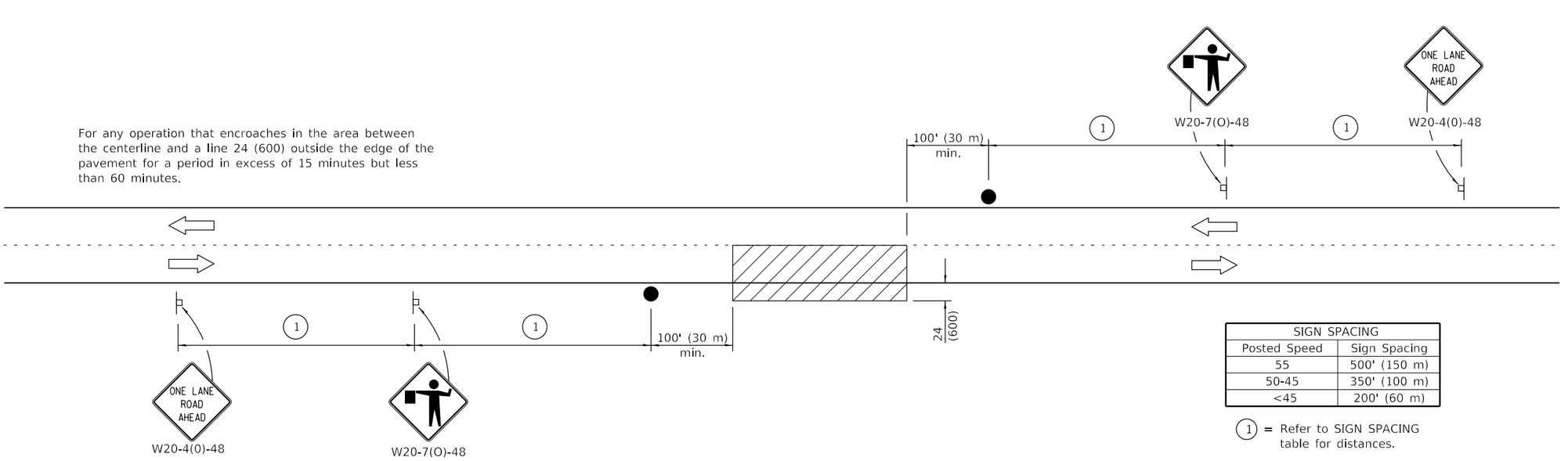
STANDARD 701011-04



For any operation that encroaches in the area between the centerline and a line 24 (600) outside the edge of the pavement for a period of less than 15 minutes.



For any operation that is more than 24 (600) outside the edge of the pavement for a period of less than 60 minutes.



For any operation that encroaches in the area between the centerline and a line 24 (600) outside the edge of the pavement for a period in excess of 15 minutes but less than 60 minutes.

SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

(1) = Refer to SIGN SPACING table for distances.

TYPICAL APPLICATIONS

Marking patches
Field survey
String line
Utility operations
Cleaning up debris on pavement

SYMBOLS

Work area

Sign on portable or permanent support

Flagger with traffic control sign

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

PASSED January 1, 2011
ENGINEER OF SAFETY ENGINEERING

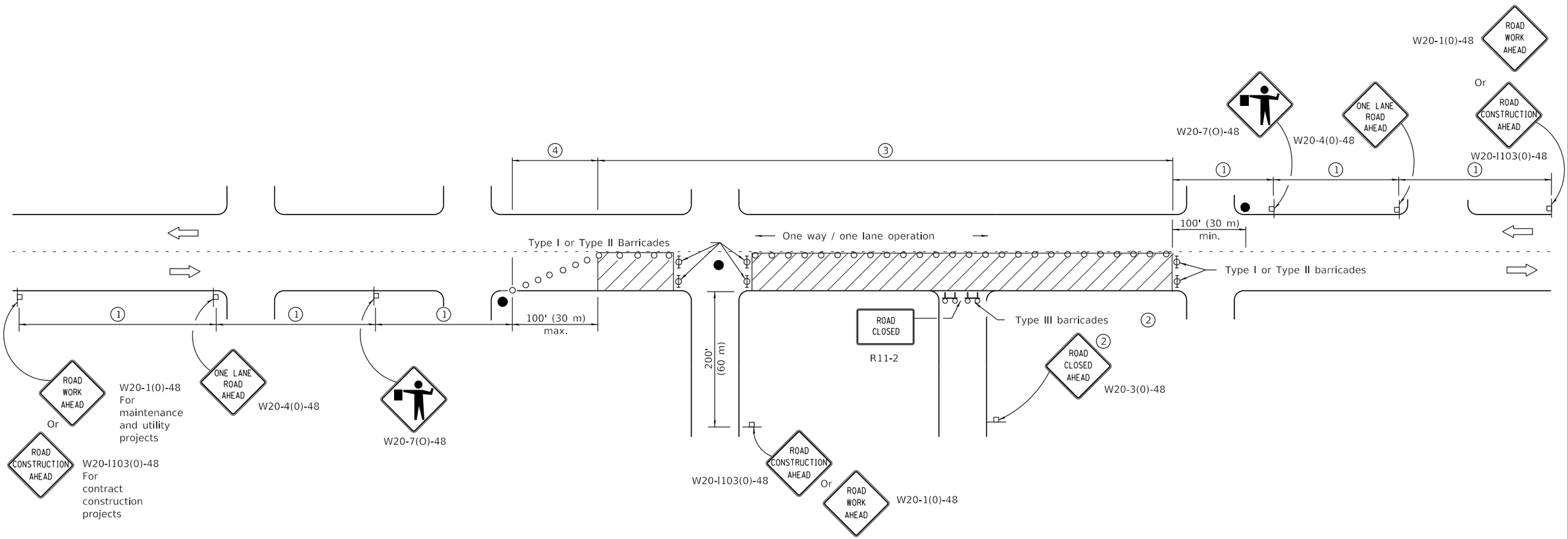
APPROVED January 1, 2011
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to
	English (metric).

LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS

STANDARD 701301-04



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- Work area
- Cone, drum or barricade (not required for moving operations)
- Sign on portable or permanent support
- Flagger with traffic control sign
- Barricade or drum with flashing light
- Type III barricade with flashing lights

1. Refer to SIGN SPACING TABLE for distances.
2. For approved sideroad closures.
3. Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used. the interval between devices may be doubled.
4. Cones, drums or barricades at 20' (6 m) centers.

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

PASSED January 1, 2011
ENGINEER OF SAFETY ENGINEERING

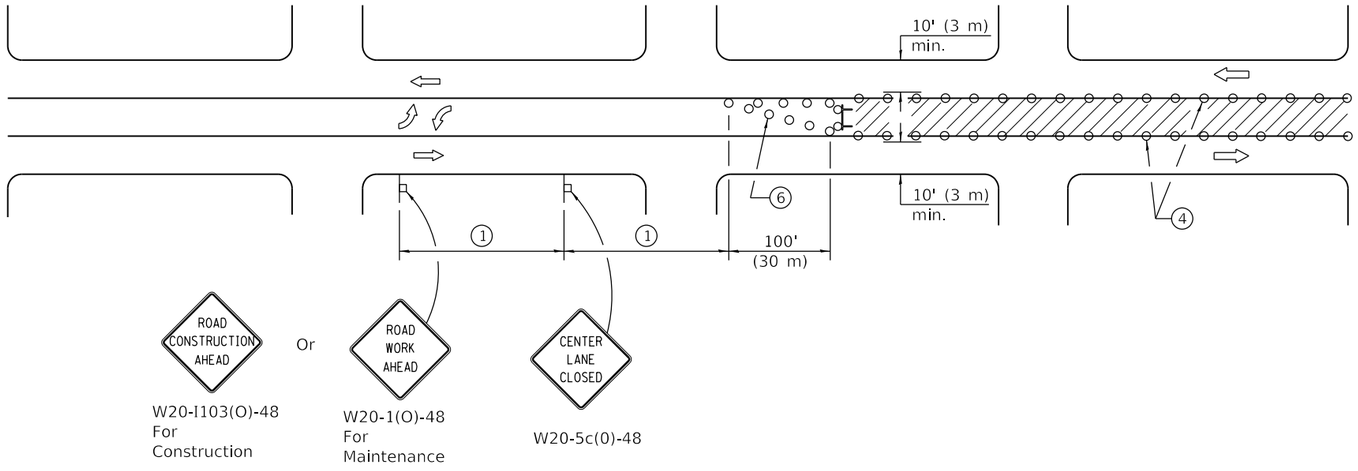
APPROVED January 1, 2011
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to
	English (metric).
	Corrected sign No.'s.

URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED

STANDARD 701501-06



CASE I

(Signs required for both directions)

SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- Work area
- Barricade or drum with flashing light
- Flagger with traffic control sign
- Cone, drum or barricade
- Sign on portable or permanent support
- Type III barricade with flashing lights

1. Refer to SIGN SPACING TABLE for distances.
2. Required for speeds > 40 mph (70 km/h).
3. Required if work exceeds 500' (164 m) or 1 block.
4. Cones at 25' (8 m) centers for 250' (75 m) on approach. Additional cones may be placed at 50' (15 m) centers. When drums or type I or II barricades are used, the interval between devices may be doubled.
5. For approved sideroad closures.
6. Cones, drums or barricades at 20' (6 m) centers in taper.
7. Use flagger sign only when flagger is present.

GENERAL NOTES

This Standard is used to close one lane of an urban, two lane, two way roadway with a bidirectional turn lane.

Case I applies when no workers are present. When workers are present, two lanes shall be closed and traffic control shall be according to Standard 701501.

Calculate L as follows:

SPEED LIMIT	FORMULAS English	FORMULAS (Metric)
40 mph (70 km/h) or less:	$L=\frac{WS^2}{60}$	$L=\frac{WS^2}{150}$
45 mph (80 km/h) or greater:	L=(W)(S)	L=0.65(W)(S)

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

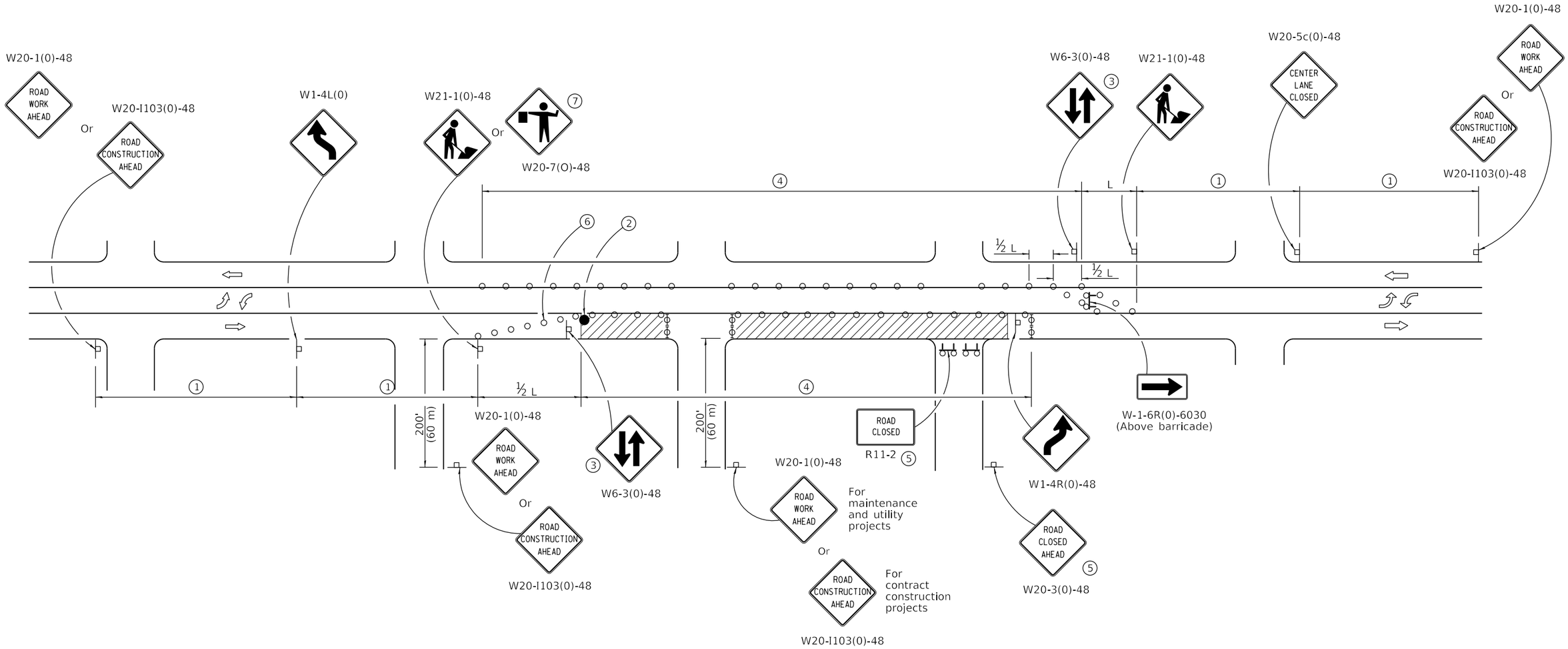
ISSUED 1-1-01

DATE	REVISIONS
1-1-19	Revised to allow cones at night.
1-1-18	Corrected sign number for
	TWO WAY TRAFFIC sign for
	CASE II.

URBAN LANE CLOSURE, 2L, 2W, WITH BIDIRECTIONAL LEFT TURN LANE

(Sheet 1 of 2)

STANDARD 701502-09



CASE II

Illinois Department of Transportation

APPROVED January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING

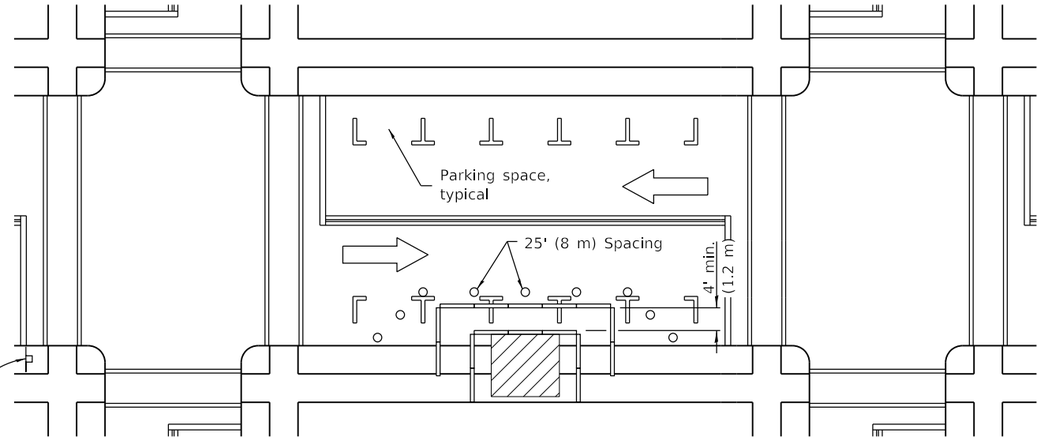
APPROVED January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-01

URBAN LANE CLOSURE, 2L, 2W, WITH BIDIRECTIONAL LEFT TURN LANE

(Sheet 2 of 2)

STANDARD 701502-09



① ROAD CONSTRUCTION AHEAD

W20-I103(0)-48 for contract construction projects

Or

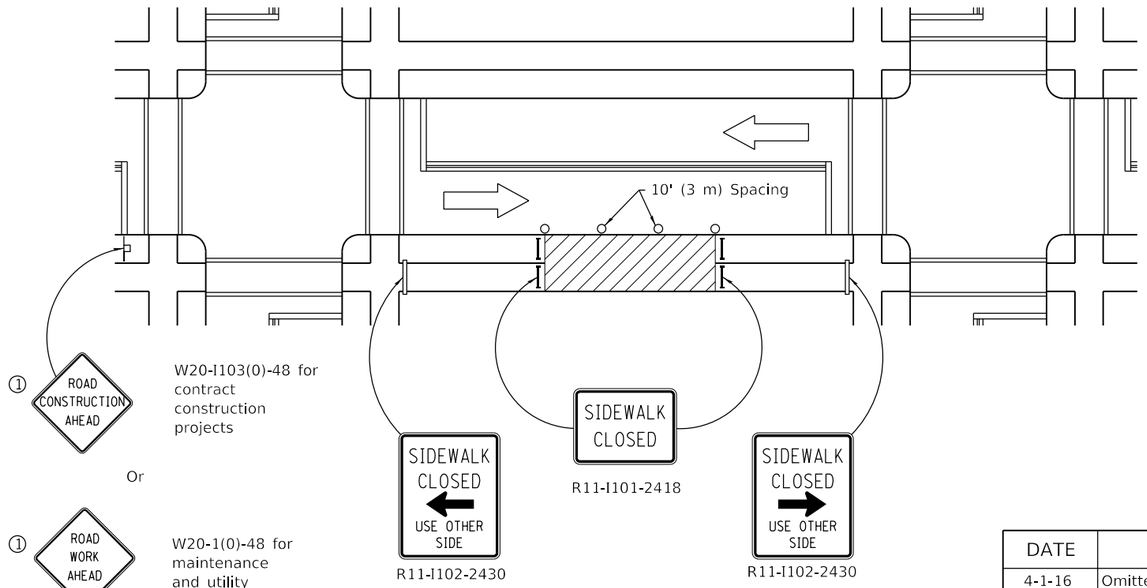
① ROAD WORK AHEAD

W20-1(0)-48 for maintenance and utility projects

SIDEWALK DIVERSION

SYMBOLS

- Work area
- Sign on portable or permanent support
- Barricade or drum
- Cone, drum or barricade
- Type III barricade
- Detectable pedestrian channelizing barricade



① ROAD CONSTRUCTION AHEAD

W20-I103(0)-48 for contract construction projects

Or

① ROAD WORK AHEAD

W20-1(0)-48 for maintenance and utility projects

SIDEWALK CLOSURE

① Omit whenever duplicated by road work traffic control.

GENERAL NOTES

This Standard is used where, at any time, pedestrian traffic must be rerouted due to work being performed.

This Standard must be used in conjunction with other Traffic Control & Protection Standards when roadway traffic is affected.

Temporary facilities shall be detectable and accessible.

The temporary pedestrian facilities shall be provided on the same side of the closed facilities whenever possible.

The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. Where the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the actual closures.

Type III barricades and R11-2-4830 signs shall be positioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701901.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

PASSED April 1, 2016
ENGINEER OF SAFETY ENGINEERING

APPROVED April 1, 2016
ENGINEER OF DESIGN AND ENVIRONMENT

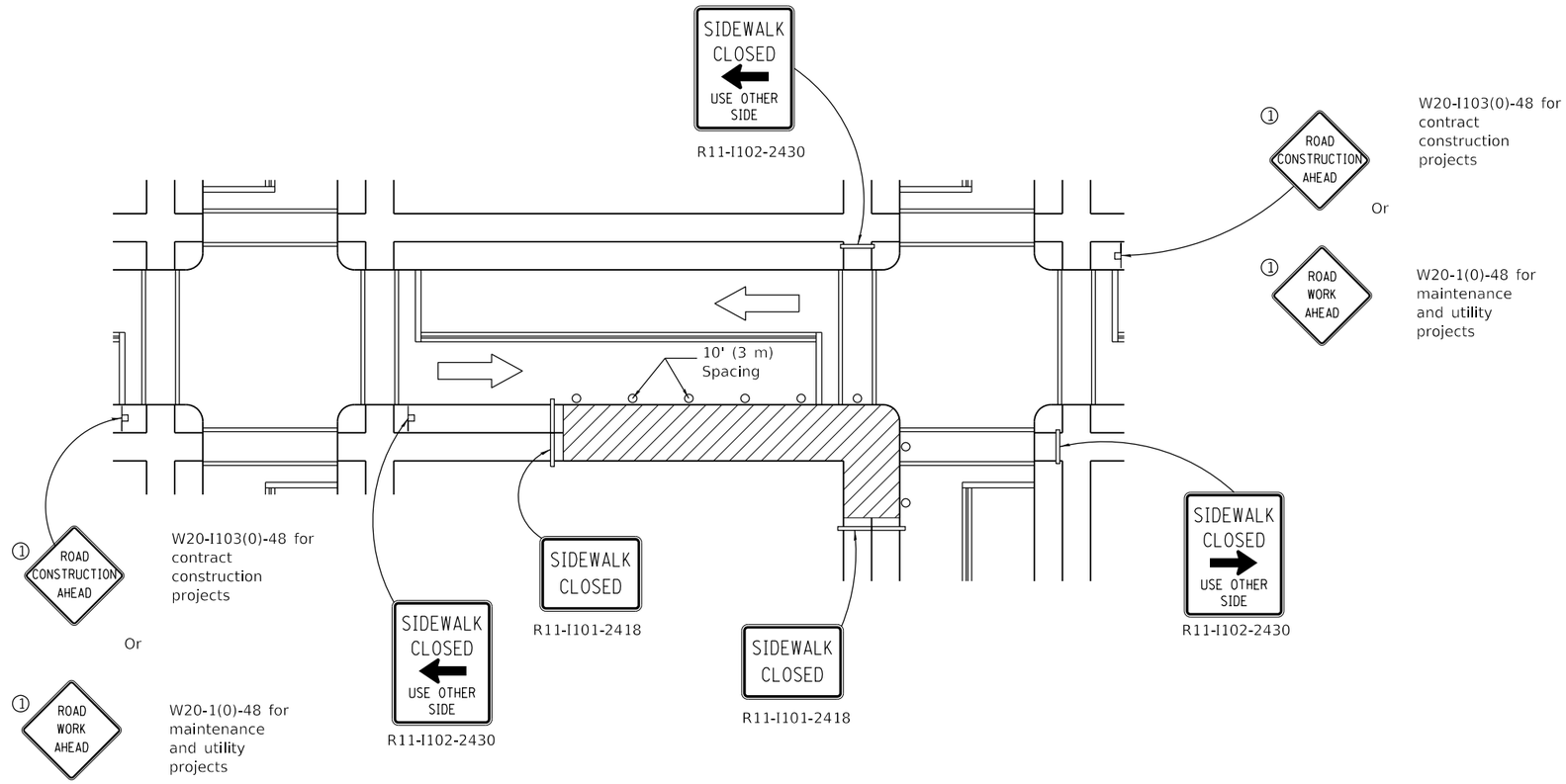
ISSUED 1-1-97

DATE	REVISIONS
4-1-16	Omitted orange safety fence
	from standard as this is
	covered in the std. spec.
1-1-12	Added SIDEWALK DIVERSION.
	Modified appearance of
	plan views. Renamed Std.

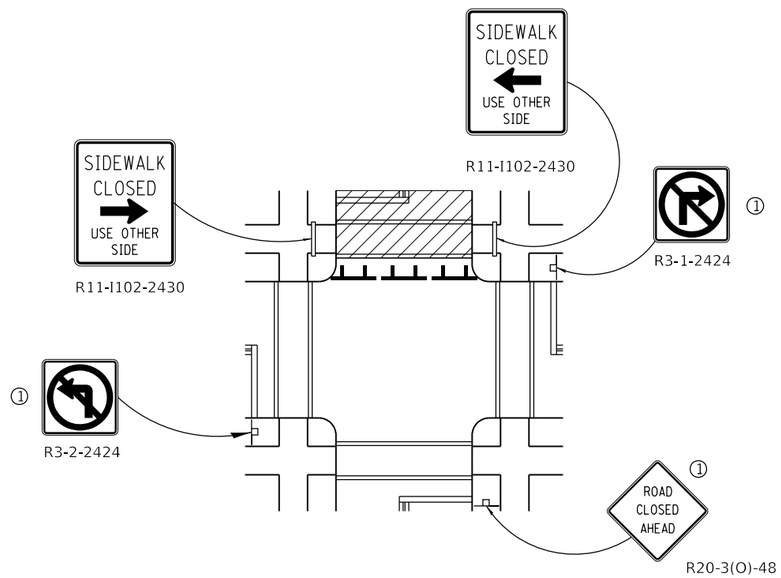
SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 1 of 2)

STANDARD 701801-06



CORNER CLOSURE



CROSSWALK CLOSURE

Illinois Department of Transportation

PASSED April 1, 2016
ENGINEER OF SAFETY ENGINEERING

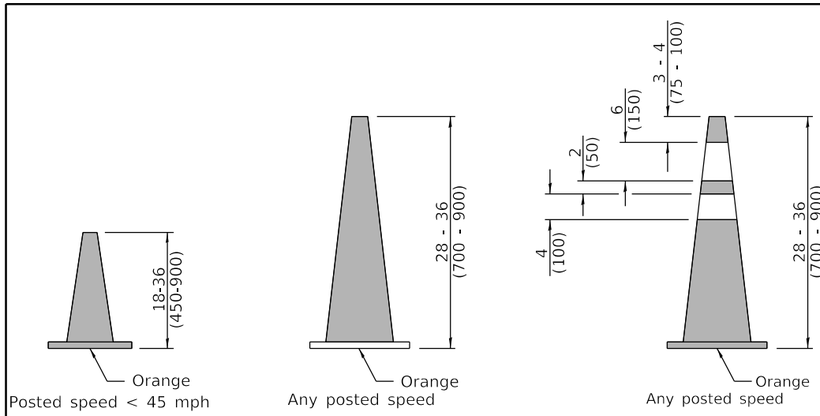
APPROVED April 1, 2016
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 2 of 2)

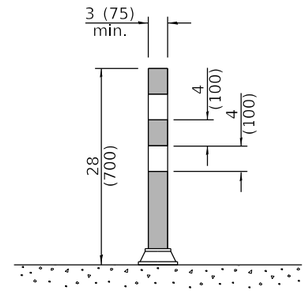
STANDARD 701801-06



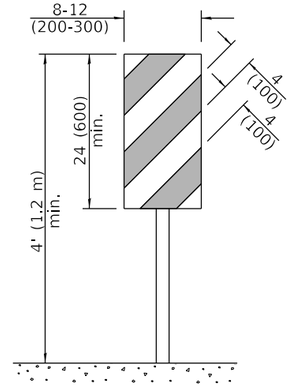
DAYTIME USE

DAY OR NIGHTTIME USE

CONES

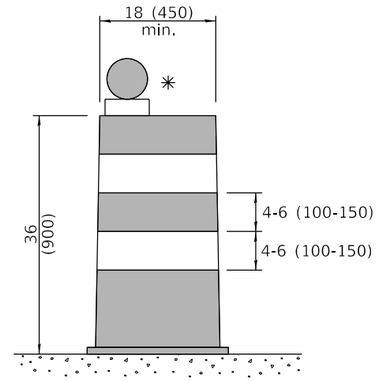


TUBULAR MARKER

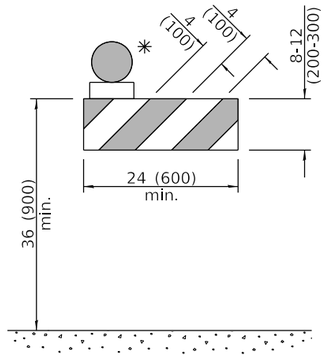


VERTICAL PANEL

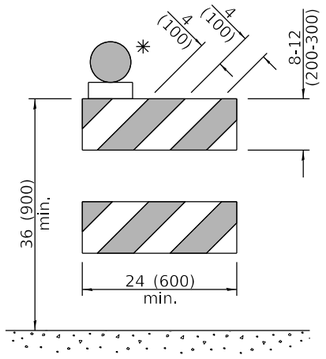
POST MOUNTED



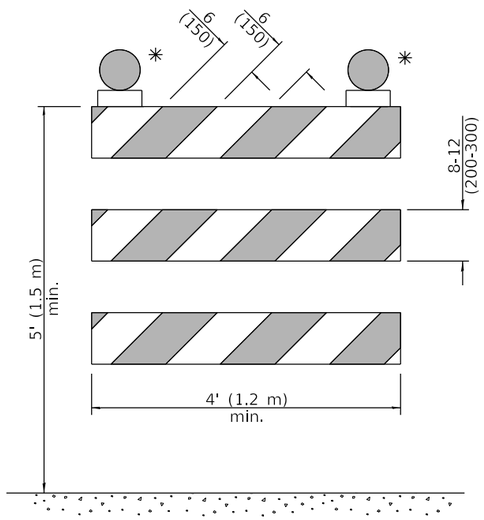
DRUM



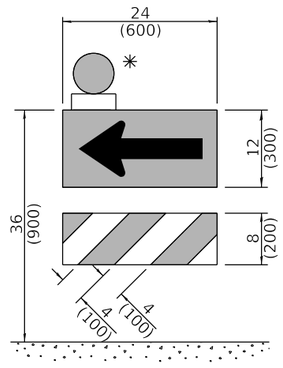
TYPE I BARRICADE



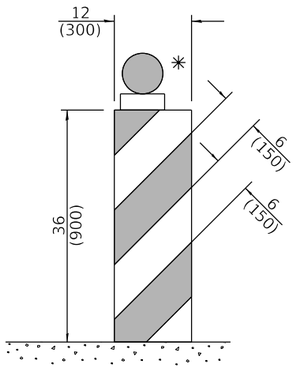
TYPE II BARRICADE



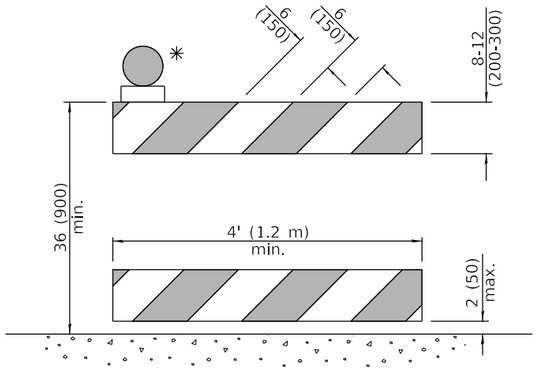
TYPE III BARRICADE



DIRECTION INDICATOR BARRICADE



VERTICAL BARRICADE



DETECTABLE PEDESTRIAN CHANNELIZING BARRICADE

✳ Warning lights (if required)

GENERAL NOTES

All heights shown shall be measured above the pavement surface.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

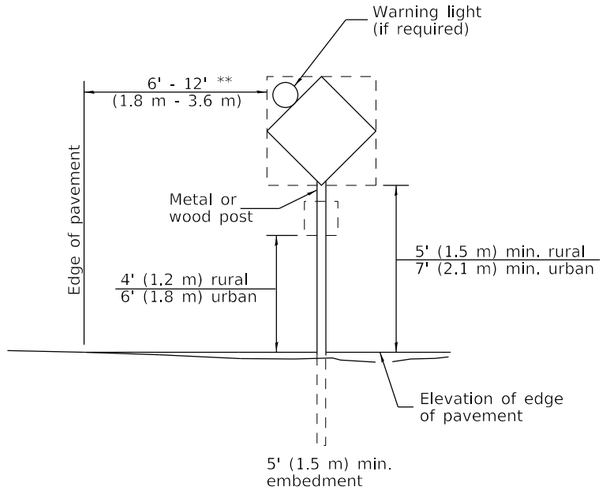
ISSUED 1-1-13

DATE	REVISIONS
1-1-19	Revised cone usage and
	added cones >36" (900 m) height.
1-1-18	Revised END WORK ZONE
	SPEED LIMIT sign from
	orange to white background.

TRAFFIC CONTROL DEVICES

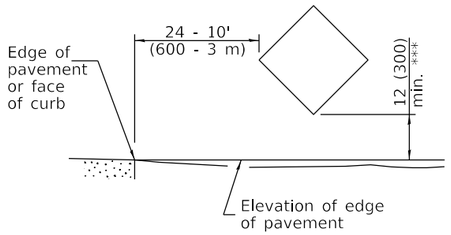
(Sheet 1 of 3)

STANDARD 701901-08



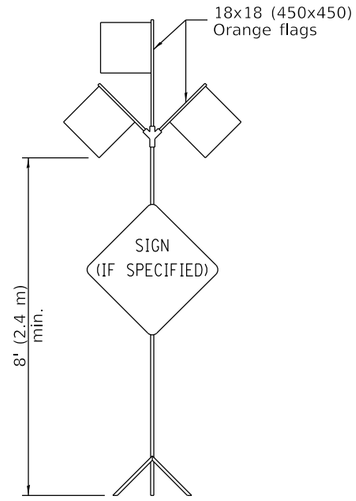
POST MOUNTED SIGNS

** When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.



SIGNS ON TEMPORARY SUPPORTS

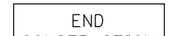
*** When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



HIGH LEVEL WARNING DEVICE



G20-I104(0)-6036



G20-I105(0)-6024

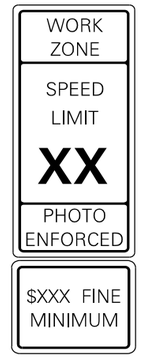
This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING



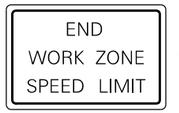
W21-III5(0)-3618

R2-1-3648

R10-I108p-3618 ****

R2-I106p-3618

Sign assembly as shown on Standards or as allowed by District Operations.

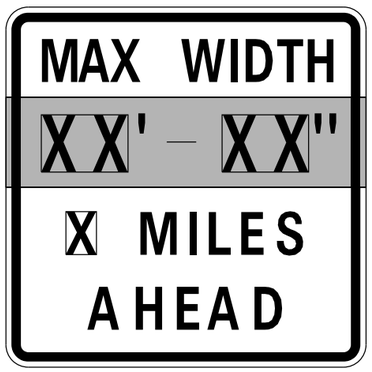


G20-I103-6036

This sign shall be used when the above sign assembly is used.

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

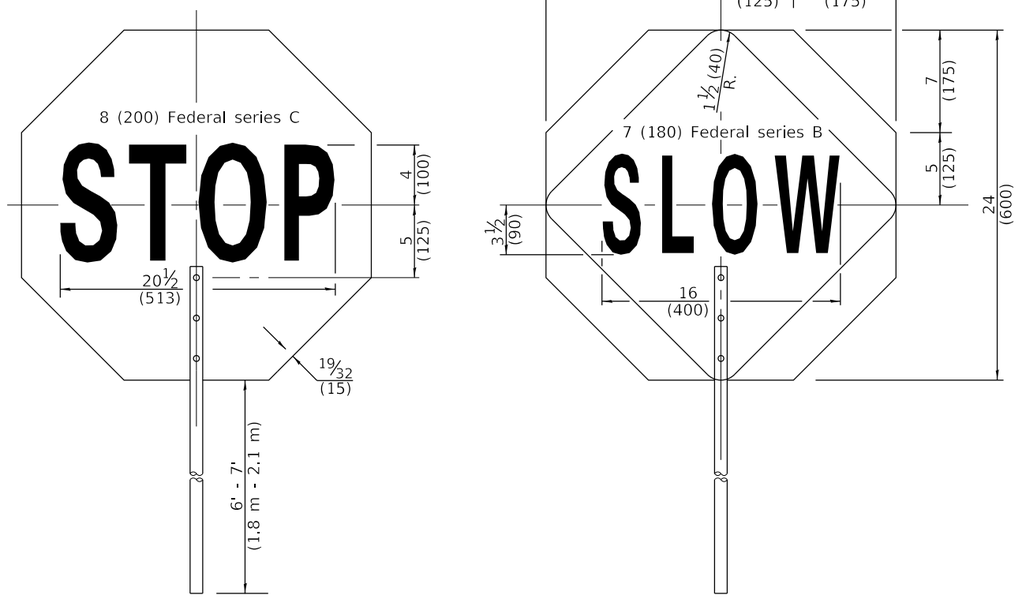
**** R10-I108p shall only be used along roadways under the juristiction of the State.



W12-I103-4848

WIDTH RESTRICTION SIGN

XX'-XX" width and X miles are variable.



FLAGGER TRAFFIC CONTROL SIGN

Illinois Department of Transportation

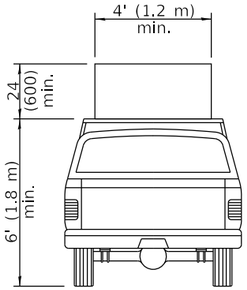
APPROVED January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

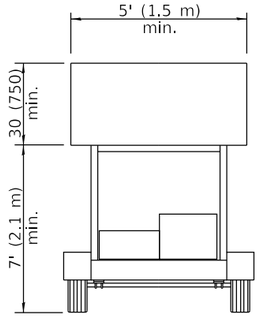
ISSUED 1-1-13

TRAFFIC CONTROL DEVICES

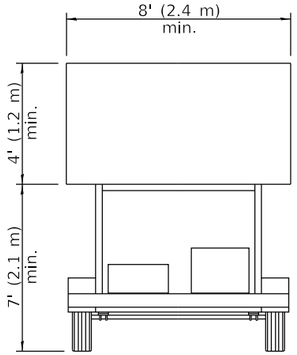
STANDARD 701901-08



**TYPE A
ROOF
MOUNTED**

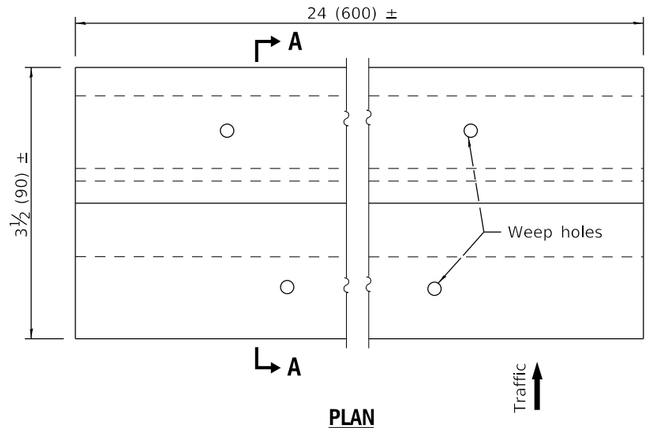


**TYPE B
ROOF OR TRAILER
MOUNTED**

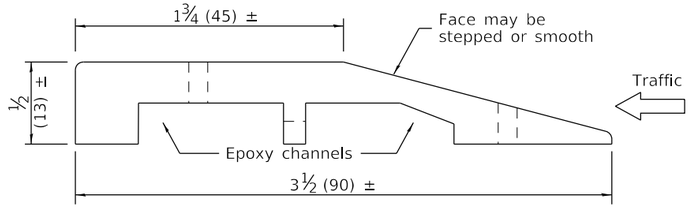


**TYPE C
TRAILER
MOUNTED**

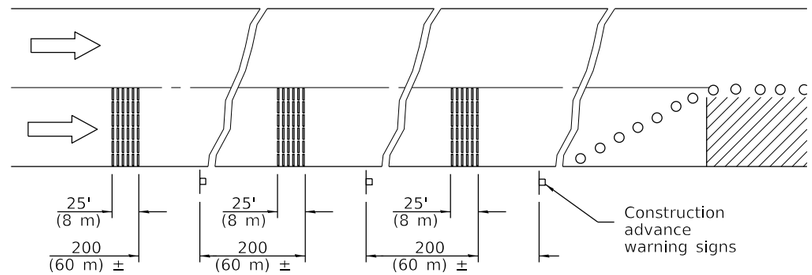
ARROW BOARDS

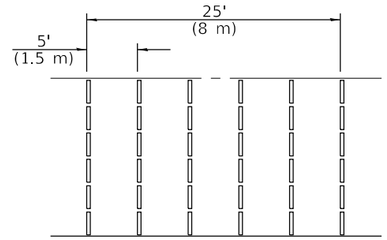


PLAN



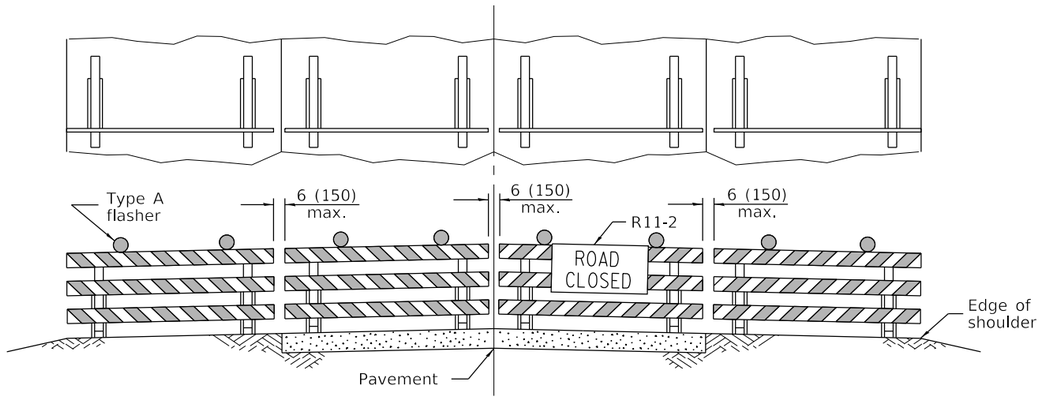
SECTION A-A





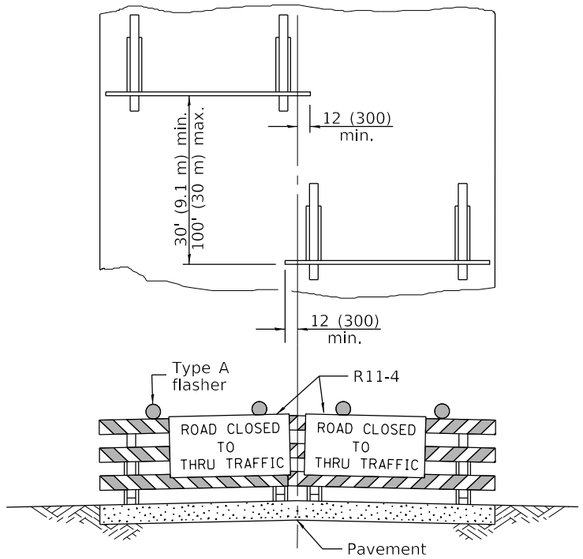
TYPICAL INSTALLATION

TEMPORARY RUMBLE STRIPS



ROAD CLOSED TO ALL TRAFFIC

Reflectorized striping may be omitted on the back side of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the sign may be mounted on an NCHRP 350 temporary sign support directly in front of the barricade.



ROAD CLOSED TO THRU TRAFFIC

Reflectorized striping shall appear on both sides of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the signs may be mounted on NCHRP 350 temporary sign supports directly in front of the barricade.

TYPICAL APPLICATIONS OF TYPE III BARRICADES CLOSING A ROAD

Illinois Department of Transportation

APPROVED January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-13

TRAFFIC CONTROL DEVICES

(Sheet 3 of 3)

STANDARD 701901-08

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 Melissa L. Lopez at mlopezjoliet.gov or call 815-724-3926 and we will send you the relevant prevailing wage information.

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 of 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

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

150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432-4158

GENERAL CONTRACTOR

RE: 2023 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 letter, 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.
Public Works Director

Allison Swisher
Director of Public Utilities

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.

CITY OF JOLIET
STATE OF ILLINOIS

PROPOSAL FORM

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

TO THE MAYOR AND CITY COUNCIL OF JOLIET, ILLINOIS:

1. PROPOSAL OF _____
(Name and Address of Bidder)
_____

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

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

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

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

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

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

7. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deduction; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.

8. The undersigned further agrees that if the owner decides to extend or shorten improvement, or otherwise alter it by extras or deductions, including the elimination

of any one or more of the items, by an amount not to exceed twenty-five (25) percent of the total money value of the original contract price or contract price corrected as provided in the specifications, he will perform the work as altered, increased or decreased at the contract unit price.

9. The undersigned further agrees that the Engineer may at any time during the progress of the work covered by this contract, order other materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus fifteen percent (15%), the actual cost to be determined a provided in the specification.

10. The undersigned further agrees to execute a contract for this work and present the same to the City of Joliet within fifteen (15) days after the date of the notice of the award of the contract to him.

11. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the date of the notice of the award of the contract, a contract bond satisfactory to and in the form prescribed by the City of Joliet in the penal sum of one hundred percent (100%) of the full amount of the contract within the terms of the contract.

12. The undersigned further agrees to begin work not later than ten (10) days after the execution of the acceptance of the contract and contract bond, unless otherwise provided and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work by November 1, 2023, unless additional time is granted by the Engineer in accordance with provisions of the specifications.

    In case of failure to complete the work in or before the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the City of Joliet shall withhold, from each sums as may be due him under the terms of this contract, the costs, set forth in the specifications of the contract, which costs shall be considered and treated not as a penalty but as damages due to the City of Joliet from the undersigned by reason on inconvenience to the public, added cost of engineering and supervision and other items which have caused an expenditure of public funds resulting from the failure of the under signed to complete the work within the time specified in the contract.

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

THE AMOUNT OF THE CHECK OR DRAFT IS ($_____

_____

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

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

15. All bidders must furnish current financial statement with the bid.

16. All bidders must furnish a list of equipment available for and to be use on this project with their bid.

17. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract

CITY OF JOLIET
CONTRACT NO. 2735-0723
SCHEDULE OF PRICES

FOR MORE INFORMATION REGARDING THESE ITEMS SEE THE PLANS AND SPECIFICATIONS

ITEM #	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
1	PAINT 25' STEEL STREETLIGHT POLE	49	EACH		
2	MOBILIZATION	1	L SUM		
3	TRAFFIC CONTROL AND PROTECTION	1	L SUM		

TOTAL BID FOR MAKING THE IMPROVEMENTS: _____

18. This set of contract documents shall remain intact and shall be submitted in its entirety with the proposal.

(IF AN INDIVIDUAL)

SIGNATURE OF BIDDER_____(SEAL)

BUSINESS ADDRESS_____

_____

****

(IF A CO-PARTNERSHIP)

FIRM NAME_____(SEAL)

SIGNED BY_____(SEAL)

BUSINESS ADDRESS_____

_____

Insert Names and _____
Addresses of All_____
Members of the firm_____

****

(IF A CORPORATION)

CORPORATE NAME_____

SIGNED BY_____
President

BUSINESS ADDRESS_____

_____

(CORPORATE SEAL)

PRESIDENT_____

Insert Names of Officers

SECRETARY_____

TREASURER_____

ATTEST:_____
Secretary

CONTRACT SPECIFICATION - DEVIATIONS AND SUBSTITUTIONS

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

All deviations or substitutions must meet or exceed the specifications.

SUBMITTED BY:

_____
Print Name of Company

BY:_____
Signature of person authorized to sign bid

TITLE_____

ADDRESS_____

_____

E-MAIL ADDRESS:_____

PHONE (_____)_____

DATE_____

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

AFFIDAVITS

Business Status of Bidder

BIDDER/APPLICANT:

_____
Name

_____
Principal place of business

_____
Address

_____
City, State, Zip Code

The Bidder is a:

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

Corporation

The state of incorporation is: _____

The registered agent of the corporation in Illinois is:

Name _____

Address _____

_____

City, State, Zip _____

The officers of the corporation are:

_____ _____
President *Secretary*

_____ _____
Vice President *Treasurer*

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

Limited Liability Company

The state of registration is: _____

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

Name _____

Address _____
City State Zip

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

Address _____

City State Zip _____

The managers and members of the Limited Liability Company are:

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

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

Sole Proprietorship

The address of the sole proprietor is:

_____
Address

_____
City, State

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

_____ _____

BID RIGGING AND BID ROTATING

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

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

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

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

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

E. All statements contained in such bid are true;

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

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

Section 2a

NON-COLLUSION

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

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

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

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

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

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

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

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

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

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

THE REQUIREMENTS OF THE ILLINOIS DRUG FREE WORKPLACE ACT

Section 5. The undersigned will publish a statement:

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

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

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

1. Abide by the terms of the statement; and

2. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring 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)

* * * *

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

Date Equipment Available For Work							

_____
(SIGNATURE)

_____
(PRINT NAME)

_____
(TITLE)

Subscribed and Sworn to before me this

_____ day of _____, AD, **20___.**

_____
NOTARY PUBLIC

STOP*

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

_____ 1. BID SECURITY

_____ 2. BIDDING SCHEDULE

_____ 3. BID PROPOSAL, DULY SIGNED

_____ 4. ALL AFFIDAVITS, SIGNED & NOTARIZED

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

***(FOR CONSTRUCTION CONTRACTS ONLY)**

AGREEMENT

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

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

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

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

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

CITY OF JOLIET
An Illinois Municipal Corporation,

By:_____
Kevin Sing
Interim City Manager

Attest:_____
Christa M. Desiderio
City Clerk

Approved as to form:

_____
Sabrina Spano
Corporation Counsel

Print name of Contractor:_____

By:_____

Print Name:_____

Title:_____