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

FOR THE

2023 RESURFACING – CONTRACT B

CONTRACT NO. 2738-0823

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

APPROVED
DEPARTMENT OF PUBLIC WORKS

_____
DIRECTOR OF PUBLIC WORKS

DATE 06/19, 2023

APPROVED

DEPARTMENT OF PUBLIC WORKS

_____
DEPUTY DIRECTOR OF PUBLIC WORKS

DATE: 6/19, 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

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

INTERIM CITY MANAGER
Rodney Tonelli

PURCHASING/CONTRACTS ADMINISTRATOR
Melissa L. Lopez

CONTRACT DOCUMENTS

PROJECT: **2023 RESURFACING CONTRACT B**

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

CONTRACT NO. 2738-0823

RODNEY TONELLI
INTERIM CITY MANAGER

MELISSA L. LOPEZ
PURCHASING/CONTRACTS
ADMINISTRATOR

LEGAL NOTICE

CITY OF JOLIET
ADVERTISEMENT TO BIDS
CONTRACT NO. 2738-0823
2023 RESURFACING CONTRACT B

The City of Joliet, Illinois, does hereby invite sealed bids for HMA surface, HMA binder, and various other appurtenances to resurface various streets throughout the City

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 **July 11, 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 http://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 applies to this contract. To apply to be a local qualified bidder please go to https://www.joliet.gov/government/departments/finance/purchasing/prequalification-process.

All Bidding Document holders should sign up for RSS feeds at: https://www.joliet.gov/government/departments/finance/purchasing/bids-proposals/construction-public-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: **$50.00;**
Published in the Herald News:
Thursday, June 22, 2023

Free electronic download
Rodney Tonelli
Interim 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 prequalification's that apply to this contract, like Capital Development Board or City of Joliet Financial Prequalification. Please review what is due and note this does not take the place of any of those documents.

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

CITY OF JOLIET

150 WEST JEFFERSON STREET

JOLIET, ILLINOIS 60432-4158

CONTRACT DOCUMENTS FOR: 2738-0823 RESURFACING CONTRACT B

User Department:	**PUBLIC WORKS AND PUBLIC UTILITIES**
Date and Time of Bid Opening:	**July 11, 2023 @ 10:00 A.M.**
Bid Security:	**10%**
Performance Security:	**100%**
Prequalification Necessary:	**YES**
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

Rodney Tonelli
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 RESURFACING CONTRACT B

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

DEFINITIONS:

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

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

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

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

1. BIDS - GENERAL

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

2. FORMS

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

3. BLANKS; CORRECTIONS

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

4. SUBMISSION

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

5. EXECUTION

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

6. WITHDRAWAL

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

7. WORDS AND FIGURES

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

8. UNIT PRICE

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

9. TAXES

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

10. NET PRICE

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

11. BID SECURITY

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

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

12. BID SECURITY RETURN

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

13. INTERPRETATIONS

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

14. FAMILIARITY WITH CONTRACT DOCUMENTS AND SITE

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

15. ALTERNATE EQUIPMENT OR MATERIALS

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

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

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

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

16. DESCRIPTIVE LITERATURE: EQUIPMENT OR MATERIALS

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

17. RESPONSIBILITY OF BIDDERS

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

18. CITY'S RIGHT TO ACCEPT OR REJECT

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

19. AWARDING OF CONTRACT

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

20. ALTERNATE AND MULTIPLE BIDS

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

21. AFFIDAVITS

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

GENERAL CONDITIONS

Please see the City of Joliet Special Provision Adopted October 15, 2020 and General Conditions Booklet Updated February 10, 2021 at https://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

2023 SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bid, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of Project # 2738-0823 2023 City of Joliet Resurfacing - Contract B, and in case of conflict with any part, of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT:
The project is located in the City of Joliet, IL. The table below describes the street locations and lengths:

STREET	FROM	TO	LENGTH
KRONMEYER	COLLINS	HERKIMER	487
HERKIMER	KRONMEYER	DEAD END	592
RUBY	KELLY	WILCOX	340
RUBY	VINE	RAUB	660
WOODRUFF	EDGE HILL	FAIRVIEW	851
CALIFORNIA	WOODRUFF	GARVIN	777
LEACH	ELGIN	EAGLE	524
FAIRBANKS	EAGLE	ELGIN	657
LAMBERT	FAIRBANKS	HEBBARD	329
HEBBARD	RIDGEWOOD	ELGIN	334
SCRIBNER	STERLING	ELGIN	660
FULLER	WOODRUFF	GARVIN	775
ELGIN	BRIGGS	FAIRBANKS	2630
COLONIAL	RTE 6	SILVER HILL CR	400
TIMBER SPRINGS DR	TIMBER SPRINGS CT	SADDLE RIDGE DR	90
SADDLE RIDGE DR	TIMBER SPRINGS DR	NUEFAIRIFIELD DR	200
NUEFAIRIFIELD DR	RTE 6	GREAT MEADOW	160
GREAT MEADOW	NUEFAIRIFIELD DR	MISTY BROOK LN	90
MISTY BROOK LN	GREAT MEADOW	100' SOUTH EASTVIEW	310
CAROL DR	SCOTTSDALE LN	SEDONA LN	280
TUSCON DR	SCOTTSDALE LN	SEDONA LN	280
SEDONA LN	CAROL DR	BISBEE DR	360
AVONDALE	EDGECREEK DR	GREELEY DR	90
NORWOOD LN	EDGECREEK DR	WEST END	567
NORWOOD CR	NORWOOD LN	END	50

STREET	FROM	TO	LENGTH
AVONDALE CT	CASCADE LN	END	175
FLORENCE AVE	WINSTON	BENNETT	1495
MILES AVE	STRONG	ELMWOOD	332
PHEASANT RUN	CARRIAGE LANE	FIR LANE	1350
CARRIAGE LANE	FIR LANE	LIMITS	1568
MEADOW VIEW	CARRIAGE LANE	PHEASANT RUN	228
CRAB ORCHARD CT	PHEASANT RUN RD	END	260
SCHWEITZER	RIDGE ROAD	CHERRY HILL	2605
BREEN ROAD	RTE 53	EAST CITY LIMITS	2700
FIR LANE	CARRIAGE LANE	PHEASANT RUN	850

DESCRIPTION OF PROJECT

This improvement shall consist of the removal of the existing surface course through cold milling to the depth indicated, hot-mix asphalt patching, placement of either 1" HMA leveling binder, or 2" HMA binder to establish a satisfactory cross slope and placement of 1-1/2" HMA surface course, driveway removal and replacement, sidewalk removal and replacement, installation of new sidewalk, detectable warnings and concrete curb and gutter removal and replacement, as well as all collateral work as directed by the Engineer.

MINORITY EMPLOYMENT REQUIREMENTS

For contracts valued greater than $100,000.00:

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

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

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

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

DEFINITION

Minority shall include:

1. Black (all persons having origins in any of the Black African racial groups not of Hispanic Origin).

2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).

3. Asian and Pacific Island (all persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands).

4. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

The contractor will be required to submit a list of all sub-contractors they intend to use at the pre-construction meeting. The issuance of this list will allow the City to verify that all minority requirements are met as well as prevailing wages. The sub-contractor list shall include the dollar amount or percentage of this contract for the work the sub-contractor is responsible. IDOT form BC-260-A is an example of such as acceptable form. Monthly certified payroll records are to be submitted to the Engineer with a summary sheet for minority participation in percent of total hours worked as well as hours worked by each group (as well as non-minority).

INSURANCE REQUIREMENTS

Please see the City of Joliet Special Provision and General Conditions Booklet Adopted October 15, 2020

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.

MATERIAL INSPECTION

All hot mix asphalt and Portland cement concrete materials that are part of this project shall be tested and inspected in accordance with the Illinois Department of Transportation's Project Procedures Guidelines (PPG) and the process and frequency of testing under the QC/QA specifications.

The Contractor shall provide documentation verifying that the mix designs to be used on the project for hot mix asphalt and Portland cement concrete meet IDOT specifications for the materials shown in the contract documents. This documentation as well as the mix designs shall be provided at the pre-construction meeting for the project.

The City's consultant will perform the City's QA testing of asphalt and concrete materials on-site and at the plant and act as the City's QA Manager. The City's consultant's name and contact information will be provided at the project preconstruction meeting. The contractor shall provide a request for material testing by the City's consultant by 4pm by email or fax and copy the City engineer, 48 hours in advance of construction for inspection of all hot mix asphalt and Portland cement concrete materials used on this project.

The cost for this work shall be considered incidental to the contract. No other compensation will be allowed for this work.

NOTIFICATION OF RESIDENTS

It shall be the contractors' responsibility to notify the residents prior to any construction work to be done on their specific street. This notification shall include language stating that No On-Street parking shall be allowed from 7 AM to 5 PM. The method of notification shall be as approved by the City of Joliet. **THIS METHOD OF NOTIFICATION MUST BE APPROVED PRIOR TO COMMENCEMENT OF WORK.** In addition, notification for any construction work shall be made at a minimum prior to 24 hours and maximum 72 hours in advance of said work. There shall be no separate payment for this service but shall be considered incidental to Traffic Control and Protection. Failure to satisfactorily comply with this provision shall result in forfeiture of payment for Traffic Control and Protection.

EXISTING UTILITIES

Existing utilities are shown on the plans according to information obtained from Utility Companies and surveys. The Engineer and the City of Joliet does not guarantee the accuracy or completeness of this information. The Contractor shall make his own investigation to determine the existence, nature and location of all utility lines and appurtenances within the limits of the improvements. **The Contractor will be responsible for performing exploratory excavation to expose any underground utility- including services- with a City representative present and identifying all possible utility conflicts within the proposed public improvement prior to excavating for the roadway. The Contractor shall backfill these exploratory excavation sites with trench backfill and shall maintain the roadway until all the identified utility conflicts are resolved. The cost of this exploratory excavation shall be considered incidental to the contract. No other compensation shall be allowed for this work.**

The Contractor will be required to cooperate with all Contractors, Utility Companies and the City of Joliet involved with the removal, temporary relocation, reconstruction or abandonment by these agencies of any and all services or facilities owned or operated by them within the limits of this improvement. Before doing any work which will damage, disturb or leave unsupported or unprotected any utility lines or appurtenances encountered, the Contractor shall notify the respective owner thereof, who will make all arrangements for relocating, adjusting or otherwise maintaining or abandoning service on lines that fall within the limits of the proposed construction without cost to the Contractor, including the removal of all cables, manhole covers and other appurtenances which the owner desires to salvage. After such arrangements have been made, the Contractor will proceed with the work as directed by the Engineer.

The Contractor shall contact the involved utility companies not less than 48 hours prior to beginning construction. The majority of these utilities may be contacted through J.U.L.I.E. at (800) 892-0123. In addition, the Contractor shall be responsible to contact the City of Joliet utilities 48 hours prior to beginning the construction at (815) 740-2436. It shall remain the Contractor's responsibility to contact all utilities.

No extra compensation will be allowed the Contractor for any expenses incurred by complying with these requirements, or because of delays, inconvenience or interruptions in his work resulting from the failure of any Municipality or Utility Company to remove, relocate, reconstruct or abandon their services when required by the Contractor's operations. An extension of time may be granted to the extent the Contractor's operations were affected. The Contractor shall be responsible for coordinating his work with that of these agencies and ensure that this improvement is not delayed because of necessary changes in the existing utilities, public or private.

The Contractor shall take whatever precautions which may be necessary to protect the property of the various public utilities which may be located underground or above ground, at or adjacent to the site of this improvement. The contractor will be required to repair or replace at his own expense or bear the cost of having the utility repair or replace any public utility property which has been damaged through his efforts. The procedure and specifications of repair will be in accordance with the regulations and/or policy of the utility. The utilities shall be given notice by the Contractor to locate and identify all their installations at the site of this improvement.

INTERRUPTION TO UTILITIES

The Contractor shall proceed with caution in the excavation and preparation of the trench so that the exact location of underground structures may be determined. Prior to proceeding with trench excavation, the Contractor shall contact all utility companies in the area to aid in locating their underground services.

The Contractor shall take all reasonable precautions against damage to existing utilities. However, in the event of a break in an existing watermain, gas main, sewer or underground cable, he shall immediately notify the responsible official of the organization operating the utility interrupted. The Contractor shall lend all possible assistance in restoring services and shall assume all cost, charges, or claims connected with the interruption and repair of such services.

TIMELINESS OF WORK

Due to the Contractor's responsibility of notification, repair and preparation of the base course

and coordination necessary with work done by others, the Contractor shall be required to adhere to a mutually agreeable schedule of operations. There shall be no additional compensation for this work but shall be considered incidental to the contract. The contractor shall be responsible to notify residents on every street a minimum of 24 hours prior to any surface removal operations, patching and surface or binder placement. In addition, residents must be warned of "oil on pavement" signs a minimum of 24 hours prior to any prime material placement.

In addition, operations should be scheduled so that a Hot Mix Asphalt Binder Course be placed no later than 5 working days after notifications that said street is ready for asphalt.

No street or alley shall go a period of 10 calendar days from the time of Hot Mix Asphalt Removal or Alley Grinding until the street or alley is paved and in usable condition. **Failure to comply with this schedule will result in a credit to the City of Joliet in the amount of $750.00 per calendar day over the 10 calendar day period and per work day over the 5 work day period for binder placement.**

There may be instances where the City of Joliet requests that only a section of a street or project be paved. There will be no additional compensation due the contractor in these instances including any and all mobilization costs associated.

PREMIUM TIME

The City shall be empowered to deduct from compensation due the Contractor, the sum of $25.00 per Inspector per hour for all inspection time in excess of the following provisions:

A. The City will not charge for premium time on one Saturday per month if the Contractor has been working on the controlling item of the contract for the previous three working days.

B. A Saturday rainout will be allowed and no premium time will be charged only if the Contractor was performing work on the controlling item of the contract the working days prior to and after the actual rain date.

C. No premium time will be charged for the first nine (9) hours of work during any day.

D. Premium time will be charged for the following holidays: Christmas, New Year's Day, Thanksgiving, Memorial Day, July 4th and Labor Day.

The City of Joliet will also charge premium time for the cost of resetting any construction stakes damaged by the Contractor during his operations.

The number of Inspectors shall be determined by the following tabulation:

Number of Workmen on Project	Maximum Number of Inspectors Required
1 - 8	1
9 - 16	2
17 - 25	3
Over 25	As Required

TREE LIMB DAMAGE

If any tree limbs are damaged by the contractor during work operations, the damaged limbs shall be removed back to the trunk of the tree within 10 working days of the limb being damaged. A clean saw cut shall be provided at the trunk of the tree.

The cost for this work shall be considered incidental to the contract. No other compensation will be allowed for this work.

SAWCUT ASPHALT/CONCRETE

This work consists of the full depth sawing of the existing asphalt pavement, existing seal coat surface, asphalt driveway pavement, concrete driveway pavement, sidewalk, or curb & gutter. with a sawing machine at locations shown on the plans or as designated by the Engineer.

The Contractor shall machine saw a perpendicular clean joint between the portion of asphalt or concrete to be removed and that to be left in place, to prevent damage to the remaining asphalt or concrete. If additional surface/structure is damaged or removed due to negligence on the part of the Contractor, the additional work will not be measured for payment and shall be done at the Contractor's expense.

The saw cutting of any asphalt or concrete shall be considered incidental to the cost of the contract. No other compensation will be allowed for this work.

DETECTABLE WARNINGS

This item shall consist of the placement of detectable warning plates in accordance with the current IDOT Standard for Curb Ramps for Sidewalks and in accordance with Article 424.09 of the Standard Specifications. The detectable warning plate(s) shall consist of cast iron plate with truncated domes and shall have a natural patina (unfinished). The plates shall be free from warps and have vent holes or anchors. The Contractor is responsible for the installation of the device per the manufacturer's specifications and the IDOT Highway Standard.

This work will be paid for at the contract unit price per SQUARE FOOT for DETECTABLE WARNINGS and will include all materials, equipment and labor required to complete the work as specified above.

DRIVEWAY PAVEMENT REMOVAL

This work includes the removal of existing driveway pavement in accordance with Section 440 of the "Standard Specifications", with the addition of the following: the removal of existing asphalt driveway surfaces shall be paid with this item. Saw cutting the existing concrete or asphalt surface shall be considered incidental to the cost of this item.

This work will be paid for at the contract unit price per SQUARE YARD for DRIVEWAY PAVEMENT REMOVAL, measured in place to the limits of roadway excavation, and which price shall include all labor, material, and equipment necessary to complete this work.

HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH

This work includes the removal of existing HMA asphalt pavement in accordance with Section 440 of the "Standard Specifications", with the addition of the following: the removal of existing asphalt shall coincide with the thickness of leveling binder, binder, and surface proposed for each street. For this project it is estimated that 70% of the grinding will be 2.5", and 30% is to be 3.5". Unless approved by the engineer, the new asphalt thickness at the curb line shall not exceed the thickness indicated by the plans.

This work will be paid for at the contract unit price per SQUARE YARD for HMA SURFACE REMOVAL, VARIABLE DEPTH, measured in place to the limits of HMA Removal, and which price shall include all labor, material, and equipment necessary to complete this work.

COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT

This item shall include all labor, equipment, and material necessary for the removal and replacement of combination concrete curb and gutter in accordance with the detail and the applicable portions of Sections 440 and 606 of the Standard Specifications by means of a sawed joint (straight).at locations designated by the Engineer. The replaced curb and gutter shall be of the same type and size as the removed section.

All curb and gutter shall have saw cut contraction joints two (2") inches deep at 20' intervals. This saw cutting shall be done no later than 24 hours after the curb has been poured. Expansion and construction joints shall be as directed by the Standard Specifications and Standard Drawings. One inch (1") preformed joint filler shall be placed at the ends of all replaced sections.

The disturbed area behind the curb shall be measured and paid for at the contract unit price bid per SQUARE YARD for LANDSCAPE RESTORATION.

All existing pavement removed due to the removal and replacement of combination concrete curb and gutter, or concrete curb shall be replaced with a patch consisting of HMA Binder, as specified for Class D Patches, at a minimum width of eighteen inches (18") and a minimum depth of seven inches (7") to a point not less than one and one half (1 1/2") below the edge of pavement. Saw cutting shall be required as directed by the Engineer to secure a straight joint. Concrete will not be allowed to fill in the gap between the new curb and existing pavement. The removal, material, pavement patching, required expansion material, rebar for curb adjacent to reconstructed storm structures, and any labor and incidentals for a complete job shall be paid for at the contract unit price bid per FOOT for COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT.

CLASS D PATCHES

This work shall be in accordance with Section 442 of the Standard Specifications except that there will be no specific type designation. Pavement condition will be evaluated after the existing surface and binder have been removed. Patching locations shall be as determined by the Engineer. This work shall include all work necessary to remove, place and compact the patch. The patch shall consist of a minimum of eight inches (8") of aggregate base course type B, and a minimum of 4" inches of Hot Mix Asphalt Binder IL-19MM to bring the patched area to the current elevation of the roadway surface. The remaining binder and surface course shall be placed and paid for under the HOT-MIX ASPHALT BINDER COURSE, IL-19, N50 and HOT-MIX ASPHALT SURFACE COURSE, IL9.5, MIX "D", N50 pay items.

This work shall be paid for at the contract unit price per SQUARE YARD for CLASS D PATCHES. and shall include all removal and replacement.

PORTLAND CEMENT CONCRETE SIDEWALK, 5"

This work includes furnishing all material, equipment, and labor necessary to install sidewalk in accordance with Section 424 of the "Standard Specifications." All sidewalks except driveway sidewalks shall be five inches (5") thick. All residential driveway sidewalks shall be six inches (6") thick and reinforced with 6" x 6" #10/#10 welded wire fabric. All sidewalks through alley and commercial aprons shall be eight inches (8") thick with 6"x6" #10/ #10 welded wire fabric. Additional concrete and fabric for these variable thicknesses shall be considered incidental to the cost of P.C.C. sidewalk. All sidewalks shall be placed on a four inch (4") thick aggregate base. The aggregate base course shall be measured and paid for under the pay item AGGREGATE BASE COURSE, TYPE B, 4".

All sidewalks shall be installed with a 1/4 inch per foot slope towards the street. Sidewalk elevations shall be set to maintain a slope of 1/2 inch per foot between the sidewalk and the top of curb wherever possible. All grades shall be set or checked by the Contractor prior to construction. Ramps for the handicapped shall be installed at all intersections as per State Standard No. 424001-07, 424006-01, 424011-01, 424016-01, 424021-02 & 424026-01. Detectable Warnings shall be placed as required and shall be measured and paid for separately under DETECTABLE WARNINGS.

Under no circumstance shall the Contractor stamp their name, phone number, or any other information in newly constructed concrete work.

A concrete wash out box shall be required at all locations where concrete is being poured.

All sidewalk excavation shall be backfilled within ten (10) working days of the installation of the P.C.C. sidewalk.

This work shall be paid for at the contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, measured in place.

Payment for the Detectable Warnings shall be paid for at the contract unit price per SQUARE FOOT for DETECTABLE WARNINGS as measured in place.

The saw cutting of any asphalt or concrete, removal of any existing sidewalk, and excavation to the required subgrade shall be considered incidental to the cost of the contract. No other compensation will be allowed for this work.

P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT

This work includes the removal of existing concrete driveway pavement in accordance with Section 440 of the Standard Specifications. This work also includes furnishing all materials, equipment and labor necessary to install P.C.C. Driveway Pavement in accordance with Section 423 of the Standard Specifications.

All driveways shall be six inches (6") in thickness and reinforced by 6" x 6" #10/#10 welded wire fabric. All driveways shall be placed on a four inch (4") thick aggregate base course. The

existing base course may be reused after proper compaction. Any additional material required shall be paid for separately as AGGREGATE BASE COURSE, TYPE B, 4".

All driveways shall slope uniformly from the front face of the sidewalk to the back face of the depressed curb. Pavement width shall be as shown on the plans. Expansion material shall be put at both ends of the approach.

The saw cutting of any asphalt or concrete, removal of any existing driveway, and excavation to the required subgrade shall be considered incidental to the cost of the contract. No other compensation will be allowed for this work.

This work will be paid for at the contract unit price per SQUARE YARD for PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, of the thickness specified, measured in place.

HOT MIX ASPHALT DRIVEWAY PAVEMENT

This work includes the labor, materials, and equipment necessary for placing Hot Mix Asphalt Surface Course, IL 9.5, Mix C, N50, of the compacted thickness specified, for driveway pavement as shown on the plans or as directed by the Engineer. This work shall be performed in accordance with Section 406 of the Standard Specifications.

The driveway will be prepared for Hot Mix Asphalt material by placing an aggregate base course, Type B, of the thickness specified on the plans and/or as directed by the engineer. The aggregate base course, Type B shall be placed on undisturbed or compacted ground in the driveway area and shall have a minimum thickness of 4 inches. Existing hot mix asphalt pavement will be sawcut to provide a clean edge to match the proposed pavement.

Saw cutting will not be paid for separately and is considered incidental to the work. The existing aggregate base course may be reused as approved by the engineer. Any additional aggregate base course will be measured and paid for per SQUARE YARD of AGGREGATE BASE COURSE, 4".

The driveway pavement will be rolled or compacted with a mechanical tamper to insure proper compaction and a smooth surface of the bituminous surface.

This work will be paid for at the contract unit price per SQUARE YARD for HOT MIX ASPHALT DRIVEWAY PAVEMENT, of the thickness specified, as measured in place.

STRUCTURES TO BE ADJUSTED

This work shall consist of the adjustment or reconstruction of catch basins, manholes, inlets, and/or valve vaults at those locations as directed by the Engineer in the field. This work shall be completed in accordance with Sections 602 and 603 of the Standard Specifications, and specifically Section 602.07 using precast concrete reinforcement rings. Per Article 602.15, all catch basins. Manholes, inlets, and/or valve vaults to be adjusted or reconstructed shall be clean of any accumulation of silt, debris, foreign matter of any kind, and shall be free from such accumulations at the time of final inspection.

The contractor shall inspect the flow line of each structure for debris obstruction prior to removing the existing casting and excavating the roadway. It is the contractor's responsibility to contact the City of Joliet Sewer Department to arrange for City crews to clean out the structure if debris is found during the initial inspection prior to the start of excavation. Failure to report the debris will require the contractor to clean the structure of any debris at no additional cost to the City. Also, the contractor shall be responsible for supplying and installing a metal plate of the adequate shape, size, and thickness to protect the public and structure. This metal plate shall provide a seal onto the concrete structure hindering debris from entering the structure during construction of the roadway. The contractor is responsible for removing all existing frames and lids, all existing raising rings and any damaged upper courses of brick manholes. The upper two courses of brick manholes shall be replaced with a six-inch concrete raising ring set in a Portland cement mortar bed. All unusable frames and lids shall be relocated to the nearest City of Joliet maintenance facility at no additional cost to the City.

Structures within the pavement shall remain plated until the hot mix asphalt binder course is placed. The contractor shall inspect the structure prior to adjusting the casting to final grade. Any construction debris that has entered the structure due to negligence by the contractor shall be removed at the contractor's cost. If the debris entered into the structure is not a result of negligence by the contractor, the contractor shall contact the City's Sewer Department within 48 hours of adjusting the structure to arrange City crews to clean out the structure. Failure to do so will require the contractor to clean out the structure at no cost to the City.

After the binder is placed, the contractor shall adjust each structure to final surface elevation by making a clean square saw cut around the structure and backfilling to the binder elevation with a **minimum of 6"** of approved Portland cement concrete. Only two-inch thick or greater concrete rings with a top two inch thick MULTI-PURPOSE RUBBER ADJUSTMENT RISER (only required under pavement) shall be used. The adjusted structure shall have a minimum cure time of three (3) days after adjustment prior to the placement of the final (surface) lift of asphalt. All raising rings shall be sealed using a polyurethane sealant or other approved flexible sealant. Tapered rings shall be used to install the frame to the slope of the road. The final elevation of the adjusted frame and lid on the surface course shall be parallel to the cross-slope of the road within a tolerance of 1/8" of the finish grade. The rubber adjustment rings shall be manufactured by GNR Technologies or approved equal.

Any asphalt material that has entered the pick holes or area between the lid and frame shall be removed and the lid shall be confirmed to be easily removable prior to the issuance of any payment for this item.

This work shall be paid for at the contract unit price EACH for STRUCTURES TO BE ADJUSTED which price shall include the cost of the mortar bed as described in the Article 604.04 of the Standard Specifications, and the concrete and rubber adjusting rings.

SANITARY SEWER MANHOLES TO BE ADJUSTED

This work shall be performed per sections 602 & 603 of the Standard Specifications except as noted. Metal or plastic adjusting rings are not allowed. The contractor shall inspect the flow line of each structure for debris obstruction prior to removing the existing casting and excavating the roadway. It is the contractor's responsibility to contact the City of Joliet Sewer Department to arrange for City crews to clean out the structure if debris is found during the initial inspection prior to the start of excavation. Failure to report the debris will require the contractor to clean the structure of any debris at no additional cost to the City. Also, the contractor shall be responsible

for supplying and installing a metal plate of the adequate shape, size, and thickness to protect the public and structure. This metal plate shall provide a seal onto the concrete structure hindering debris from entering into the structure during construction of the roadway. All unusable frames and lids shall be relocated to the nearest City of Joliet maintenance facility at no additional cost to the City.

Structures within the pavement shall remain plated until the hot mix asphalt binder course is placed. The contractor shall inspect the structure prior to adjusting the casting to final grade. Any construction debris that has entered the structure due to negligence by the contractor shall be removed at the contractor's cost. If the debris entered into the structure is not **a result of negligence by the contractor, the contractor shall contact the City's Sewer Department within 48 hours of adjusting the structure to arrange City crews to clean out the structure.** Failure to do so will require the contractor to clean out the structure at no cost to the *City*.

For all sanitary frame adjustment work including replacements, adjustments, realignments and raises, the manhole adjustment rings BETWEEN THE FRAME AND CONE shall be removed, replaced, and sealed per the following specification. The Contractor may not reuse existing concrete rings during frame adjustment work. Frames that are indicated for adjustment and not replacement shall be removed, cleaned and sealed in accordance with the following specification. External chimney seals shall be included in this work.

The Contractor shall remove existing frame and cover, remove all gasket material between the cone, adjustment rings and frame, and shall wire brush clean all exposed surfaces. In addition, the Contractor shall dry all surfaces with a torch or other approved method. Existing manhole frames and covers in good condition will be cleaned and reinstalled unless specified elsewhere for replacement.

The Contractor shall remove all loose materials located at the top of the corbel and fill the voids.

Materials and Installation:
Adjustment rings. The Contractor shall replace all adjustment rings with new precast concrete rings. Precast concrete adjustment rings shall be 2", 3", 4", 6", 12" or 24" and shall be installed concentrically above the manhole cone. The Contractor shall use the minimum amount of rings possible for the adjustment. No more than two grade rings per structure shall be allowed. No shims or other leveling devices, other than leveling rings provided by the manufacturer, will be permitted. Existing manholes below grade shall be raised to grade using precast concrete adjustment rings as directed by the Engineer. During adjustment, a maximum height of 18" of adjustment will be allowed. Where manholes are to be raised or lowered more than 18", the Engineer shall be notified so the existing cone section can be removed, and a precast barrel section or flattop can be installed. In the event that the adjustment cannot be replaced to full height on the corbel, a flattop shall be installed. When adjusted in pavement, at least one rubber composite adjustment riser with a minimum thickness of 2" shall be installed in accordance with manufacturer's recommendations and as shown on the standard details. Tapered rings shall be used to install the frame to the slope of the road.

External chimney seal. External chimney seals are to be installed for all frame adjustment work requiring excavation including adjustments, replacements, realignments and raises unless indicated otherwise by the Engineer. This external sealing system shall prevent leakage of water into the manhole through the frame joint adjustment area.

Acceptable external chimney seals are Infi-Shield, WrapidSeal or Cretex Classic.

Frame seals shall remain flexible throughout a 50-year design life, allowing repeated vertical movement of the frame of not less than 2 inches and/or repeated horizontal movement of not less than one half (1/2) inch.

After the binder is placed, the contractor shall adjust each structure to final surface elevation by making a clean square saw cut around the structure. The Contractor shall excavate around the frame to a depth of at least 12 inches below the top of the cone section to allow for proper installation and backfilling to the binder elevation with **minimum of 6"** of approved Portland cement concrete. The external sealing system shall be installed according to the manufacturer's recommendations. Install external manhole chimney seal as shown on the detail, with extensions where needed to cover the entire chimney area, in accordance with the manufacturer's instructions. External chimney seals installed shall not be buried until inspected by the Engineer.

Gasket Materials. An approved ASTM C990 butyl mastic sealant shall be used when rejoining the manhole frame to the precast adjustments to provide a watertight structure. The sealing compound shall be produced from blends of refined hydrocarbon resins and plasticizing compounds reinforced with inert mineral filler, and shall contain no solvents, irritating fumes, or obnoxious odors. Avoid use of overly thick gasket material such as will likely produce after-settlement of manhole frame due to long-term cold flow of gasket materials. The compound shall not depend on oxidizing, evaporation, or chemical action for its adhesive or cohesive strength. It shall be supplied in extruded rope form of suitable cross section and in such sizes to seal the joint space. The Contractor shall use two (2) complete ropes at each joint.

Interior Finish Coat. After all other adjustment work has been completed, the interior surfaces of the adjustment, from the bottom of the frame to the top of the cone section, shall have a calcium aluminate high performance mortar finish applied which is then troweled and brushed to a smooth finish.

This item shall be paid at the Contract Unit Price EACH for SANITARY SEWER MANHOLES TO BE ADJUSTED and shall include all work necessary for the complete adjustment and sealing of each manhole frame as specified in these provisions including measurement, procurement, installation, replacement, external chimney seals, adjustment rings.

STRUCTURES TO BE RECONSTRUCTED

This work shall conform to Standard Specification 602 and shall include all manholes, inlets, catch basins, valve vaults and valve boxes with the following exception: Adjusting rings will not be acceptable for use on this contract

This work shall be paid for at the contract unit price EACH for STRUCTURE TO BE RECONSTRUCTED.

FRAMES AND LIDS

This work shall consist of furnishing and transporting frames and lids, in accordance with applicable portions of Section 604 of the Standard Specifications, on existing and new utility structures as directed by the Engineer. Manhole lids shall be stamped "CITY OF JOLIET" and "SANITARY", "WATER" or "STORM" accordingly. In addition, all sanitary and valve vault

manhole covers shall have a concealed pick-hole with sealed gasket. Approved casting to be used on sanitary sewer manholes is EJ 1050Z1 with watertight lid or approved equal.

This work shall be paid for at the contract unit price EACH for FRAMES AND LIDS

MANHOLE LIDS

This work shall consist of providing all the labor, material, and equipment to furnish and install manhole lids of the type specified, in accordance with Section 604 of the Standard Specifications, on existing and new structures at locations and grades shown on the plans and as directed by the Engineer. Manhole closed lids shall be stamped "CITY OF JOLIET" and "SANITARY", "WATER' AND "STORM" accordingly. In addition, all sanitary and valve vault manhole covers shall have a concealed pick hole with sealed gasket.

Any adjusting rings required shall be concrete and shall be incidental to the cost of this item.

This work shall be paid for at the contract unit price EACH for MANHOLE LIDS, of the type specified.

DETECTOR LOOP

Effective: May 22, 2002
Revised: July 1, 2018
886.01TS

Procedure:

A minimum of seven (7) working days prior to the Contractor cutting loops, the Contractor shall mark the proposed loop locations and contact the Area Traffic Signal Maintenance and Operations Engineer (847) 705-4424 to inspect and approve the layout. When preformed detector loops are installed, the Contractor shall have them inspected and approved prior to the pouring of the Portland cement concrete surface, using the same notification process as above.

Installation:

Revise Article 886.04 of the Standard Specifications to read:
Loop detectors shall be installed according to the requirements of the "District One Standard Traffic Signal Design Details." Saw-cuts (homeruns on preformed detector loops) from the loop to the edge of pavement shall be made perpendicular to the edge of pavement, when possible, in order to minimize the length of the saw-cut (homerun on preformed detector loops) unless directed otherwise by the Engineer or as shown on the plan.

The detector loop cable insulation shall be labeled with the cable specifications.

Each loop detector lead-in wire shall be labeled in the handhole using a waterproof tag, from an approved vendor, secured to each wire with nylon ties.

Resistance to ground shall be a minimum of 100 mega-ohms under any conditions of weather or moisture. Inductance shall be more than 50 and less than 700 microhenries. Quality readings shall be more than 5.

(a) Type I. All loops installed in new asphalt pavement shall be installed in the binder course and not in the surface course. The edge of pavement, curb and handhole shall be cut with a 1/4 inch (6.3 mm) deep x 4 inches (100 mm) saw cut to mark location of each loop cable.

(b) Loop sealant shall be two-component thixotropic chemically cured polyurethane from an approved vendor. The sealant shall be installed 1/8 inch (3 mm) below the pavement surface. If installed above the surface the excess shall be removed immediately.

(c) Preformed. This work shall consist of furnishing and installing a rubberized or cross-linked polyethylene heat resistant preformed traffic signal loop in accordance with the Standard Specifications, except for the following:

(d) Preformed detector loops shall be installed in the sub-base under the Portland cement concrete pavement. Loop lead-ins shall be extended to a temporary protective enclosure near the proposed handhole location. The protective enclosure shall provide sufficient protection from other construction activities and may be buried for additional protection.

(e) Handholes shall be placed next to the shoulder or back of curb when preformed detector loops enter the handhole. CNC, included in this pay item, shall be used to protect the preformed lead-ins from back of curb to the handhole.

(f) Preformed detector loops shall be factory assembled with ends capped and sealed against moisture and other contaminants. The loop configurations and homerun lengths shall be assembled for the specific application. The loop and homerun shall be constructed using 5/8-inch (16 mm) outside diameter (minimum), 3/8-inch (9.5 mm) inside diameter (minimum) Class A oil resistant synthetic cord reinforced hydraulic hose with 250 psi (1,720 kPa) internal pressure rating or a similarly sized XLPE cable jacket. Hose for the loop and homerun assembly shall be one continuous piece. No joints or splices shall be allowed in the hose except where necessary to connect homeruns to the loops. This will provide maximum wire protection and loop system strength. Hose tee connections shall be heavy duty high temperature synthetic rubber. The tee shall be of proper size to attach directly to the hose, minimizing glue joints. The tee shall have the same flexible properties as the hose to ensure that the whole assembly can conform to pavement movement and shifting without cracking or breaking. For XLPE jacketed preformed loops, all splice connections shall be soldered, sealed, and tested before being sealed in a high impact glass impregnated plastic splice enclosure. The wire used shall be #16 THWN stranded copper. The number of turns in the loop shall be application specific. Homerun wire pairs shall be twisted a minimum of eight turns per foot. No wire splices will be allowed in the preformed loop assembly. The loop and homeruns shall be filled and sealed with a flexible sealant to ensure complete moisture blockage and further protect the wire. The preformed loops shall be constructed to allow a minimum of 6.5 feet of extra cable in the handhole.

Method of Measurement:
Add the following to Article 886.05 of the Standard Specifications:

Preformed detector loops will be measured along the detector loop embedded in the pavement, rather than the actual length of the wire. Detector loop measurements shall include the saw cut

and the length of the detector loop wire to the edge of pavement. The detector loop wire, including all necessary connections for proper operations, from the edge of pavement to the handhole, shall be included in the price of the detector loop. CNC, trench and backfill, and drilling of pavement or handholes shall be included in detector loop quantities.

Basis of Payment:
This work shall be paid for at the contract unit price per foot (meter) for DETECTOR LOOP, TYPE I or PREFORMED DETECTOR LOOP as specified in the plans, which price shall be payment in full for furnishing and installing the detector loop and all related connections for proper operation.

REBUILD EXISTING HANDHOLE
This item shall consist of rebuilding and bringing to grade a handhole at a location shown on the plans or as directed by the Engineer. The work shall consist of removing the handhole frame and cover and the walls of the handhole to a depth of eight (8) inches below the finished grade.

Upon completion of the above work, four (4) holes, four (4) inches in depth and one half (1/2) inch in diameter, shall be drilled into the remaining concrete; one hole centered on each of the four handhole walls. Four (4) #3 steel dowels, eight (8) inches in length, shall be furnished and shall be installed in the drilled holes with masonry epoxy.

All concrete debris shall be disposed of outside the right-of-way.

The area adjacent to each side of the handhole shall be excavated to allow forming. All steel hooks, handhole frame, cover, and concrete shall be provided to construct a rebuilt handhole according to applicable portions of Section 814 of the Standard Specification and as modified in 814.01TS HANDHOLES Special Provision. The existing frame and cover shall be replaced if it was damaged during removal or as determined by the Engineer.

This work shall be paid for at the contract unit price EACH for REBUILD EXISTING HANDHOLE, which price shall be payment in full for all labor, materials, and equipment necessary to complete the work described above and as indicated on the drawings.

TREE ROOT PRUNING
This work shall consist of the vertical variable depth sawing and removal of tree roots as designated by the Engineer. Root pruning shall be performed using an approved mechanical root pruning saw. The Contractor shall machine saw the existing tree roots in a vertical fashion at a point 1 foot beyond the limits of the proposed asphalt, sidewalk, bike path, driveway pavement, or curb and/or gutter. The Contractor shall ensure the protection of trees to be saved in accordance with Article 201.06 of the "Standard Specifications". The disposal of materials shall be done in accordance with Article 202.03.

This work shall be paid for at the contract unit price EACH for TREE ROOT PRUNING and shall include removal and disposal of all waste. The pay item quantity of EACH shall refer to each tree. If a single tree has multiple roots to be pruned, all work on that tree shall be measured and paid for as one unit.

STREETSCAPE BRICK REMOVAL AND REPLACEMENT

This item shall include all materials, equipment, and labor, required to remove/and or salvage, and replace the existing brick pavers and concrete base, located within construction limits, as indicated on the plans.

The brick pavers shall be repressed chamfered pavers, whole wire cut units, with ¼" chamfer edge, fabricated from clay or shale and fired, free from chips, cracks, and other surface imperfections. Pavers shall be K&W RED, 4" x 8" x 2 ¼". Pavers shall conform to the physical requirements for pedestrian and light traffic paving brick, ASTM C902-84, Class SX, Type 1, Application PX.

The brick shall be laid on a 1" sand setting bed over a 4" Portland Cement Concrete base, over a 4" compacted aggregate subbase type C-3, with sand sprinkled over the surface and worked into the joints with mechanical plate vibrator. This setting base shall be considered incidental to this work.

Where the brick pavers are to be constructed adjacent to a landscaped or sodded area, there shall be a six (6") inch concrete border constructed to secure the brick pavers. This six (6") inch concrete border shall be considered incidental to the installation of the brick pavers.

This work shall be paid for at the contract unit price per SQUARE FOOT for STREETSCAPE BRICK REMOVAL AND REPLACEMENT, measured in place.

LANDSCAPE RESTORATION

This work shall consist of furnishing and placing topsoil at the locations and to a minimum of 3" or as directed by the Engineer in accordance with Section 211 of the "Standard Specification". Additionally, this work shall consist of the placement of seed in accordance with Sections 250 and 251 of the "Standard Specifications". A salt resistant seed mix (Type 1A) shall be used on all areas designated to be seeded.

Topsoil shall be pulverized and shall not be placed until the area to be covered has been shaped, trimmed, and finished. All unsuitable materials, debris and rubbish, resulting from construction operations, or accruing within the right of way, and all stones or boulders more than 3 inches in the largest dimension, shall be removed from the right of way and disposed of by the contractor in accordance with Article 202.03.

The rate of application of the seed will be judged by the density of growth of the grass after germination has taken place. Areas in which the seed does not take root shall be re-seeded at no additional cost to the City. It shall be the contractor's responsibility to ensure the applied topsoil has proper nutrients to sustain growth of the grass. Any necessary applications of fertilizer to the topsoil shall be considered incidental.

One rolling of the entire surface shall be made immediately after topsoil placement.

If sod or seed is not placed over the topsoil due to sod restrictions or within one week, all topsoil areas must be maintained. Topsoil maintenance shall include the removal, spraying or cutting of weeds over 8" high. This maintenance shall be performed a minimum of once (1) a month. In addition, prior to placing sod, all topsoil areas shall be clean of all weeds and debris. This maintenance shall be considered incidental to this item.

The areas seeded and mulched or sodded shall be measured in units of square yards and will not be measured for payment until the mulch has been applied.

This work will be paid for at the contract unit price per SQUARE YARD for LANDSCAPE RESTORATION and shall include the placement of topsoil and seed at the locations designated.

TRAFFIC CONTROL AND PROTECTION

This item shall include furnishing, installing, maintaining, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during the construction or maintenance of this improvement.

Traffic Control and Protection shall be provided as called for in the plans, these Special Provisions, applicable Highway Standards, applicable sections of the Standard Specifications or as directed by the Engineer.

The governing factor in the execution and staging of work for this project is to always provide the motoring public (local traffic) with the safest possible travel conditions along the roadway through the construction zone. **All traffic control devices used on the project including those to close the roadway (Type III barricades w/ road closed signs placed across of roadway at the ends of the project and any intersecting streets)** shall conform to traffic control standards, traffic specifications and the "Illinois Manual on Traffic Control Devices for Streets and Highways" and the "Traffic Control Devices Handbook." No modification of these requirements will be allowed without prior written approval of the Engineer. Even though "Road Closed" signs will be placed on Type III barricades; local traffic will be allowed to enter the limits of the project.

The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer. All traffic control devices shall be removed within 3 working days after the installation of the asphalt surface course.

The Contractor shall ensure that all traffic control devices installed by him are operational 24 hours a day, including Sundays and holidays.

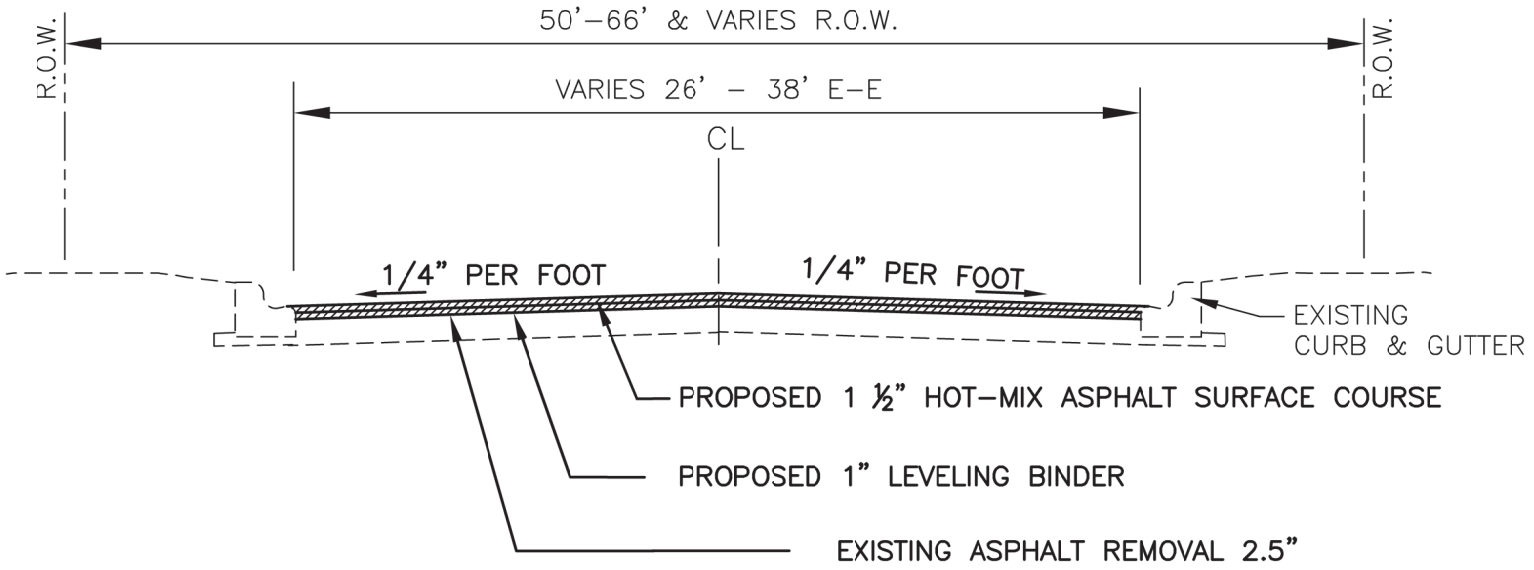
This work will be paid for at the contract unit price per LUMP SUM for TRAFFIC CONTROL AND PROTECTION.

PARKWAY EXCAVATION SPECIAL:

This item shall include all material, equipment, and labor required to excavate for proposed SUB-BASE GRANULAR MATERIAL for P.C.C. SIDEWALK, P.C.C. DRIVEWAY PAVEMENT, and HOT MIX ASPHALT DRIVEWAY PAVEMENT in accordance with all applicable portions of Section 202 of the Standard Specifications.

The depth of excavation shall range from, but not be limited to, 3 to 24 inches. This work shall include any regrading/reshaping of the parkway area required for the installation of ADA sidewalk ramps.

The cost for this work shall be considered incidental to the contract. No other compensation will be allowed for this work.

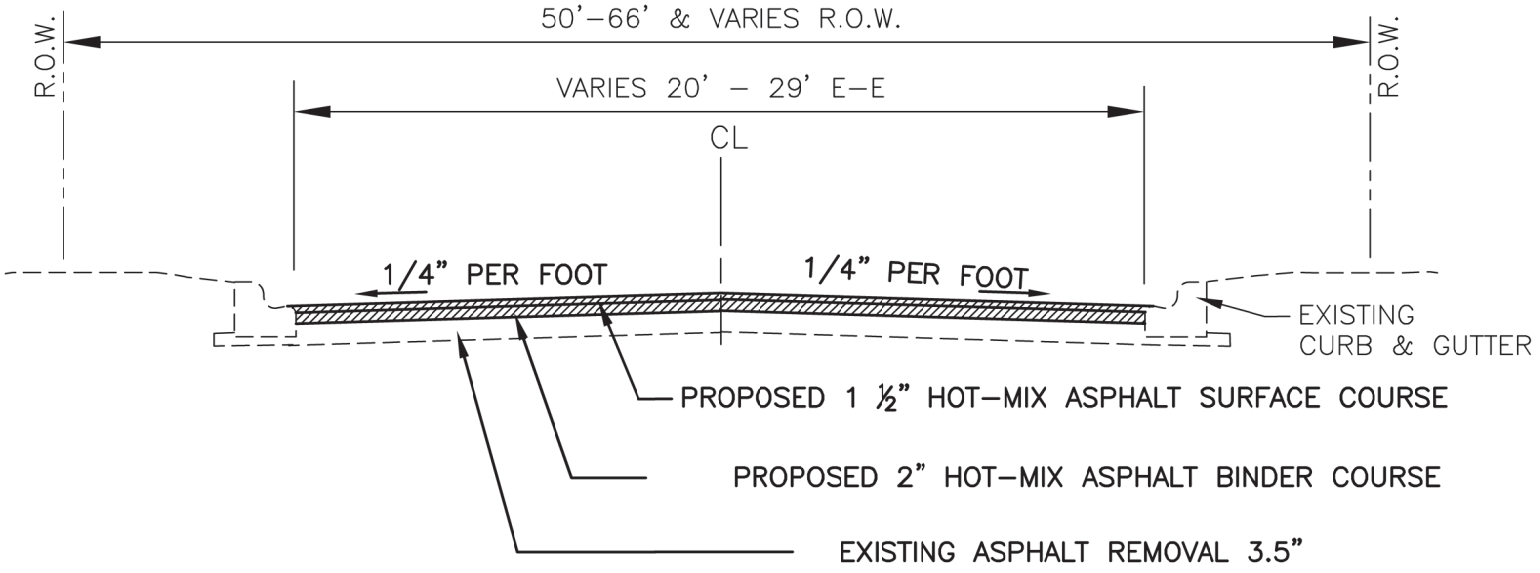


TYPICAL SECTION SURFACE & BINDER

NUEFAIRIFIELD DR - RTE 6 to GREAT MEADOW
RUBY - KELLY to WILCOX
RUBY - VINE to RAUB
COLONIAL - RTE 6 to SILVER HILL CR
SADDLE RIDGE DR - TIMBER SPRINGS DR to NUEFAIRIFIELD DR
FULLER - WOODRUFF to GARVIN
CALIFORNIA - WOODRUFF to GARVIN
PHEASANT RUN - CARRIAGE LANE to FIR LANE
CARRIAGE LANE - FIR LANE to LIMITS
MEADOW VIEW - CARRIAGE LANE to PHEASANT RUN
FIR LANE - CARRIAGE LANE to PHEASANT RUN
SCRIBNER - STERLING to ELGIN
ELGIN - BRIGGS to FAIRBANKS
TIMBER SPRINGS DR - TIMBER SPRINGS CT to SADDLE RIDGE DR
GREAT MEADOW - NUEFAIRIFIELD DR to MISTY BROOK LN
MISTY BROOK LN - GREAT MEADOW to 100' SOUTH EASTVIEW
NORWOOD LN - EDGECREEK DR to WEST END
NORWOOD CR - NORWOOD LN to END
AVONDALE CT - CASCADE LN to END
FLORENCE AVE - WINSTON to BENNETT
MILES AVE - STRONG to ELMWOOD
WOODRUFF - EDGE HILL to FAIRVIEW

CITY OF JOLIET
DEPARTMENT OF PUBLIC WORKS
150 W. JEFFERSON STREET, JOLIET, ILLINOIS 60431
(815) 724–4200

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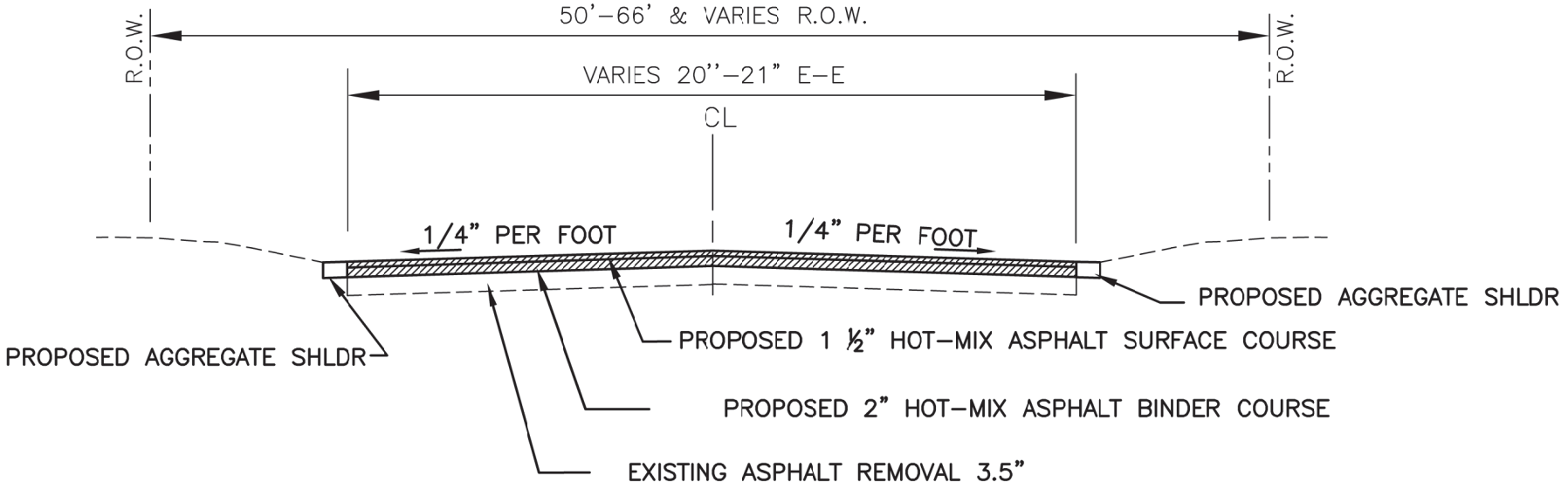


TYPICAL SECTION SURFACE & BINDER

CRAB ORCHARD CT - PHEASANT RUN RD to END
KRONMEYER - COLLINS to HERKIMER
CAROL DR - SCOTTSDALE to LNSEDONA LN
TUSCON DR - SCOTTSDALE LN to SEDONA LN
SEDONA LN - CAROL to DRBISBEE DR
AVONDALE - EDGECREEK to DRGREELEY DR
LEACH - ELGIN to EAGLE
FAIRBANKS - EAGLE to ELGIN
HEBBARD - RIDGEWOOD to ELGIN
HERKIMER - KRONMEYER to DEAD END
LAMBERT - FAIRBANKS to HEBBARD

CITY OF JOLIET
DEPARTMENT OF PUBLIC WORKS
150 W. JEFFERSON STREET, JOLIET, ILLINOIS 60431
(815) 724–4200

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TYPICAL SECTION SURFACE & BINDER

SCHWEITZER – RIDGE ROAD to CHERRY HILL
BREEN – RTE 53 to EAST CITY LIMITS

CITY OF JOLIET
DEPARTMENT OF PUBLIC WORKS
150 W. JEFFERSON STREET, JOLIET, ILLINOIS 60431
(815) 724–4200

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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 mlopez@joliet.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 or Social Security Number (for individuals), documents evidencing current registration with the Illinois Department of Revenue and the Illinois Department of Employment Security (if bidder has employees).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATIONS/ATTACHMENTS

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

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

There are 16 certification pages and a checklist that follows.

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

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

_____

Initials of bidder

Or:

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

_____

Initials of bidder

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

Mark attachment as "Attachment A"

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

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

Mark attachment as "Attachment B"

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

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

_____

Initials of bidder

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

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

Mark attachment as "Attachment C"

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

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

_____

Initials of bidder

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

Mark attachment as "Attachment D"

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

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

_____

Initials of bidder

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

_____

Initials of bidder

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

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

_____

Initials of bidder

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

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

_____

Initials of bidder

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

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

Mark attachment as "Attachment E"

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

Mark attachment as "Attachment E1"

Or

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

_____

Initials of bidder

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

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

Mark attachment as "Attachment F"

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

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

Mark attachment as "Attachment G"

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

_____

Initials of bidder

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

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

_____

Initials of bidder

Or

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

_____

Initials of bidder

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

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

_____

Initials of bidder

Or

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

_____

Initials of bidder

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

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

_____

Initials of bidder

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

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

_____

Initials of bidder

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

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

_____

Initials of bidder

CERTIFICATION CHECKLIST

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

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

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

2-440(3) – Equal opportunity employer _____

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

2-440(6) – Prevailing Wage Act _____

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

2-440(8) – Employees properly classified _____

2-440(9) – Contractor properly licensed _____

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

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

2-440(13) – Employee retirement plan _____

2-440(14) – OSHA compliance _____

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

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

Bidders/Contractor are required to attach the following documents:

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

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

2-440(4) – Certificates of insurance _____

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

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

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

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

2-440(11) – List of subcontractors _____

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

_____

Initials of bidder

DEPARTMENT OF
PUBLIC WORKS AND UTILITIES
815-724-4200 Direct

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 after execution of the contract, by both parties, unless additional time shall be granted by the Engineer in accordance with provisions of the specifications.

    In case of failure to complete the work in or before the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the City of Joliet shall withhold, from each 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

2023 ROADWAYS RESURFACING CONTRACT B

SCHEDULE OF PRICES

(FOR MORE INFORMATION REGARDING THESE ITEMS SEE PLANS AND SPECIFICATIONS)

ITEM #	CODE #	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
1		AGGREGATE BASE COURSE, TYPE B 4"	2916	SQ YD		
2		HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	3214	TON		
3		HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	9322	TON		
4		LEVELING BINDER	3871	TON		
5		BITUMINOUS MATERIALS (TACK COAT)	7033	POUND		
6		DETECTABLE WARNINGS	1024	SQ FT		
7		HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	93542	SQ YD		
8		DRIVEWAY PAVEMENT REMOVAL	1096	SQ YD		
9		COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT	8487	FOOT		
10		SIDEWALK REMOVAL	24389	SQ FT		
11		CLASS D PATCHES	2884	SQ YD		
12		PARTIAL DEPTH PATCH	1993	SQ YD		
13		PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	16251	SQ FT		
14		PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH (OPTIONAL-LIF	12723	SQ FT		
15		PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPL	314	SQ YD		
16		HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	1099	SQ YD		
17		STRUCTURES TO BE ADJUSTED	295	EACH		
18		SANITARY MANHOLES TO BE ADJUSTED	56	EACH		
19		STRUCTURES TO BE RECONSTRUCTED	10	EACH		
20		MANHOLE LIDS	54	EACH		
21		FRAMES AND LIDS	108	EACH		
22		DETECTOR LOOP REPLACEMENT	100	FOOT		
23		REBUILD EXISTING HANDHOLE	1	EACH		
24		HANDHOLE REMOVAL	1	EACH		
25		HANDHOLE REMOVAL/REPLACE W/ NEW HANDHOLE	1	EACH		
26		AGGREGATE WEDGE SHOULDERS, TYPE B	4682	SQ YD		
27		AGGREGATE FOR TEMPORARY ACCESS	200	TON		
28		THERMOPLASTIC PAVEMENT MARKING - LINE 4"	16442	FOOT		
29		THERMOPLASTIC PAVEMENT MARKING - LINE 6"	3150	FOOT		
30		THERMOPLASTIC PAVEMENT MARKING - LINE 12"	235	FOOT		
31		THERMOPLASTIC PAVEMENT MARKING - LINE 24"	468	FOOT		
32		THERMOPLASTIC PAVEMENT MARKING - LINE/SYMBOLS	222	SQ FT		
33		GROOVING FOR RECESSED PAVMENT MARKING 5"	14252	FOOT		
34		GROOVING FOR RECESSED PAVMENT MARKING 7"	5094	FOOT		
35		TEMPORARY PAVEMENT MARKING 4" PAINT	100	FOOT		
36		TEMPORARY PAVEMENT MARKING 24" PAINT	100	FOOT		
37		TEMPORARY PAVEMENT MARKING L & S PAINT	100	SQ FT		

38		TEMPORARY PAVEMENT TAPE R & R	1200	FOOT		
39		RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	21	EACH		
40		TREE ROOT PRUNING	57	EACH		
41		LANDSCAPE RESTORATION	1103	SQ YD		
42		STREETSCAPE BRICK REMOVAL AND REPLACEMENT	1236	SQ FT		
43		SUMP LINE CONNECTION TIE IN	1	EACH		
44		TRAFFIC CONTROL AND PROTECTION	1	L SUM		
					BIDDER'S PROPOSAL FOR MAKING THE IMPROVEMENTS	

BIDDER'S EMAIL ADDRESS _____

BIDDER'S PHONE NUMBER(S) _____

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)

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

AFFIDAVIT
REGARDING BIDDER AVAILABILITY

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

PART I. WORK UNDER CONTRACT

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

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

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

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

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

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

Date Equipment Available For Work							

_____
(SIGNATURE)

_____
(PRINT NAME)

_____
(TITLE)

Subscribed and Sworn to before me this

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

_____
NOTARY PUBLIC

STOP*

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

_____ 1. BID SECURITY

_____ 2. BIDDING SCHEDULE

_____ 3. BID PROPOSAL, DULY SIGNED

_____ 4. ALL AFFIDAVITS, SIGNED & NOTARIZED

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

***(FOR CONSTRUCTION CONTRACTS ONLY)**

AGREEMENT

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

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

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

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

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

CITY OF JOLIET
An Illinois Municipal Corporation,

By:_____
Rodney Tonelli
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:_____