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

FOR THE

BIOSOLIDS DISPOSAL - 2024

CONTRACT NO. 2759-1123

APPROVED DEPARTMENT OF PUBLIC UTILITIES DIRECTOR OF PUBLIC UTILITIES DATE September 28, **2023**	**SUBMITTED BY** CONTRACTOR'S NAME ADDRESS CITY AND STATE PHONE DATE _____, **2023**
APPROVED DEPARTMENT OF PUBLIC UTILITIES DEPUTY DIRECTOR PLANT OPERATIONS DATE 9-28, **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: **BIOSOLIDS DISPOSAL - 2024**

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

CONTRACT NO. **2759-1123**

RODNEY TONELLI
INTERIM CITY MANAGER

MELISSA L. LOPEZ
CONTRACT ADMINISTRATOR

LEGAL NOTICE
CITY OF JOLIET
ADVERTISEMENT TO BIDS

CONTRACT NO. 2759-1123
PROJECT NAME: 2024 BIOSOLIDS DISPOSAL

The City of Joliet, Illinois, does hereby invite sealed bids for **2024 BIOSOLIDSDISPOSAL.**

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 **Thursday – October 26, 2023.**

BID OPENING LOCATION: BIDS WILL BE OPENED AND PUBLICLY READ ALOUD IN CONFERENCE ROOM 1, CITY OF JOLIET MUNICIPAL BUILDING.

It is highly recommended, that all bids be tabbed to mark the Bidding Schedule and Bid Bond. An electronic copy of the entire submission on a USB flash drive is also requested to be included in the bid package. Bid results will also be posted on the City's website, and emails sent out to individuals who have subscribed to the related RSS feed.

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

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

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

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

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

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

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

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

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

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

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

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

BID DOCUMENT FEE: **Free electronic download**

Published in the Labor Record:
Thursday, October 5, 2023

Rodney Tonelli
Interim City Manager

Melissa L. 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 , and 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.

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

CITY OF JOLIET

150 WEST JEFFERSON STREET

JOLIET, ILLINOIS 60432-4158

CONTRACT DOCUMENTS FOR: BIOSOLIDS DISPOSAL - 2024

User Department:	**PUBLIC UTILITIES**
Date and Time of Bid Opening:	**TUESDAY– OCTOBER 26, 2023 @ 10:00 A.M.**
Bid Security:	**10%**
Performance Security:	**100%**
Prequalification Necessary:	**NO**
Insurance:	**YES – The City of Joliet and its officers and employees are to be named as additional insured on a primary and non-contributory basis. Additionally, please provide an endorsement from your insurance carrier confirming the City of Joliet is additional insured, including the provision of legal representation in the defense of claims asserted against the City of Joliet.**

MAYOR
Terry D'Arcy

INTERIM CITY MANAGER
Rodney Tonelli

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

PURCHASING/CONTRACTS ADMINISTRATOR
Melissa L. Lopez

INSTRUCTION TO BIDDERS

PROJECT: BIOSOLIDS DISPOSAL - 2024

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

SERVICES

1.0 GENERALLY

1.1 DEFINITIONS

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

a. "City" – City of Joliet, Illinois

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

ALLISON SWISHER, DIRECTOR OF PUBLIC UTILITIES

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

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

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

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

g. "Owner" - City of Joliet, Illinois

h. "Surety" - Any person, firm or corporation that has executed as Surety, the contractor's performance bond securing the performance of the Contract.

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

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

1.2 INTENT OF THE CONTRACT DOCUMENTS

The contact documents are complimentary and what is called for by any one shall be as binding as if called for by all. The intention of the contract documents is to include in the contract price the cost of all labor and materials, equipment, transportation and all

other expense as may be necessary for the proper execution of the work. If certain contract documents appear to be in conflict, the Contractor shall promptly bring these provisions to the attention of the City and the City shall determine the application provision.

1.3 PATENTS

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

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

1.4 PERMITS AND REGULATIONS

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

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

1.5 SUBCONTRACTS - NOTIFICATIONS

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

1.6 ASSIGNMENT

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

1.7 NOTICE

Where in any of the Contract documents there is any provision with respect to the giving of any notice, such notices shall be deemed to have been given, as to the City, when written notice shall have been delivered personally to the City Clerk, or shall have been placed in the United States mails, postage fully prepaid, addressed to the City Manager of the City of Joliet, 150 W. Jefferson Street, Joliet, Illinois; as to the contractor when written notice shall have been delivered to any officer of the Contractor or when a written notice shall have been placed in the United States Mails, postage prepaid,

addressed to the Contractor, at the place stated in the papers prepared by him to accompany his proposal as the address of this permanent place of business; as to the Surety on the Performance Bond, when a written notice is placed in the United States mails addressed to the Surety at the home office of such Surety or to its agent or agents who executed such Performance bond in behalf of such Surety.

2.0 TIME

2.1 PROGRESS SCHEDULE

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

2.2 BEGINNING WORK

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

2.3 COMPLETION OF WORK

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

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

2.4 DELAYS

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

2.5 PROGRESS REPORTS

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

2.6 LIQUIDATED DAMAGES FOR DELAY

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

3.0 PLANS, SPECIFICATIONS AND DRAWINGS

3.1 CONFORMITY

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

3.2 AVAILABILITY AT SITE

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

3.3 CONSISTANCY

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

3.4 FIGURED DIMENSIONS TO GOVERN

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

3.5 FAMILIARITY WITH SITE, PLANS, SPECIFICATIONS AND DRAWINGS

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

3.6 ERRORS/AND OMISSIONS

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

3.7 STANDARD SPECIFICATIONS

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

3.8 PRESERVATION OF MONUMENTS AND STAKES

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

4.0 ACTUAL PERFORMANCE

4.1 SUPERINTENDENCE

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

4.2 EMPLOYEES

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

4.3 CONTRACTOR COOPERATION

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

4.4 MATERIALS AND WORKMANSHIP – QUALITY

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

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

4.5 MATERIALS AND WORKMANSHIP - GUARANTEE

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

4.6 COMPLIANCE WITH LAW, NOTICES, PERMITS

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

4.7 WORKING HOURS

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

4.8 SANITARY FACILITIES

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

4.9 USE OF SITE

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

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

4.10 CUTTING AND PATCHING

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

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

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

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

4.11 EXISTING MATERIALS

All existing materials and equipment removed under this contract shall remain the property of the City and shall be stored, removed or protected by the Contractor as directed by the City.

4.12 CLEANING UP

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

4.13 STARTING IN OPERATION

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

5.0 SAFETY AND PROTECTION

5.1 PROTECTION OF WORK

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

5.2 CARE OF EXISTING PROPERTY

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

5.3 ACCIDENT PREVENTION

The Contractor shall exercise all reasonable precaution at all times for the protection of all persons and property and shall be responsible for all damages to person or property, either on or off the site, which occur as a result of his fault or negligence in connection with the prosecution of the work. Final payment or inspection shall not be deemed a waiver or contractor's responsibility. The safety provisions of applicable laws and building and construction codes shall be observed and the contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. Machinery, equipment all hazards shall be

guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable local laws or such other generally recognized accident prevention manual as is applicable in the trade.

5.4 OSHA

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

5.5 OBSTRUCTION AND RESUMING TRAVEL

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

5.6 SPECIAL REQUIREMENTS

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

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

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

6.0 SUBCONTRACTORS

6.1 NO CONTRACTUAL RELATIONSHIP

Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the City.

6.2 APPLICABILITY OF CONTRACT DOCUMENTS

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

6.3 RESPONSIBILITY OF CONTRACTOR

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

7.0 INSPECTION; CORRECTION

7.1 ACCESS; NOTICE

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

7.2 REJECTION

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

7.3 INSPECTION AFTER COMPLETION

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

7.4 NO WAIVER BY INSPECTION

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

7.5 DECISION OF CITY

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

8.0 INSURANCE AND BONDS

8.1 CONTRACTOR'S INSURANCE

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

a. Statutory Liability Insurance Workman's Compensation and Occupational Disease, with statutory limits as prescribed by the State of Illinois and Employer's Liability Insurance with a limit of not less than $500,000.00 for all damage or bodily injury from one or more claims arising from each accident or occupational disease.

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

1. Operations and Premises: Liability on account of:

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

   b. bodily injury to or death of Contractor or any Subcontractor or any of their respective employees or agents, due to the condition or state or repair of the premises or other property of the City, upon about, or in connection with which any work incidental to the execution of this contract is performed.

   c. Destruction or damage to personal or real property including but not limited to destruction or damage to the property of the City and non-parties to this contract.

2. Contractor's PROTECTIVE Liability; Liability for acts or omissions of any subcontractors, the Contractor may employ.

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

a. Bodily injury, including death resulting there from $1,000,000.00 for any one person injured or killed and $1,000,000.00 for any one accident or occurrence where more than one person is injured or killed.

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

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

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

8.2 PERFORMANCE BOND; LABOR AND MATERIAL PAYMENT BOND

The Contractor shall not commence work under this contract until he has obtained and submitted both a Performance Bond and a Labor and Material Payment bond to the City and such bonds have been approved by the City. Such bonds shall cover such performance, labor or materials used in the work whether by the Contractor or by any subcontractor. Sid bonds shall remain in full force and effect for the duration of the contract and during the term of any guaranty or warranty period required by the Contract Documents. The performance bond shall be conditioned on the full and faithful performance of the contract according to its terms and shall be in an amount of ONE HUNDRED PERCENT (100%) of the contract price.

9.0 ADDITIONAL PERFORMANCE SECURITY

9.1 RISK OF LOSS

The City assumes no responsibility for the existence or condition of surface or subsurface structures, property or conditions in the project area not for their continuance in the condition existing at the time of issuance of the Invitation for Bids or thereafter,. No adjustment or contract price or allowance for any change in conditions or unknown conditions shall be made.

9.2 HOLD HARMLESS

Contractor shall indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City from any and all claims, demands. Suits, actions or proceedings of any kind or nature, including Workmen's Compensations Claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection of the performance

of this contract, including operations of subcontractors and acts or omissions of employees or agents of Contractor or his subcontractors. The City shall have the right to estimate the amount of such claims, demands, suits, actions or proceedings for damage or injuries and pay the same, and any amounts so paid shall be deducted from the money due the contractor under this contract, or the whole or so much of the money due or to become due the Contractor under this contract, as may be considered necessary by the City, shall be retained by the City until such claims, demands, suits, actions or proceedings shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the City, Insurance coverage specified in theses general specifications constitutes the minimum requirements and said requirements shall not lessen or limit the liability of Contractor under the terms of the Contract. Contractor shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the work.

9.3 TERMINATION

a. In the event the Contractor voluntarily petitions for bankruptcy, or is adjudge bankrupt or makes a general assignment for the benefit of his creditors or if a receiver is appointed on account of his insolvency, or in the event that any of the provisions of this contract are violated by the Contractor or by any of his subcontractors or the City reasonably believes such violation is likely, the City may serve written notice upon the contractor and the Surety of the intention to terminate such contract. Such notice shall contain the reasons for such intent to terminate the contract. Unless within five (5) days after the serving of such notice upon the contractor such violation shall cease and arrangements satisfactory to the City for correction be made, the contract shall upon expiration of said five (5) days cease and terminate with no further notice. In the event of any such termination, the City shall immediately serve notice thereof upon the Surety, and the surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within seven (7) days from the date of the mailing to such Surety notice of termination, the City may take over the work and prosecute the same completion at the expense of the Contractor, and the contractor and his Surety shall be liable to the City for any excess cost occasioned to the City thereby, and in such event the City may take possession of and utilize in completing the work, such materials and equipment including those of the Contractor as may be on the site of work and necessary therefore.

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

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

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

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

2. For defective work not remedied.

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

10.0 CHANGE ORDERS

10.1 CHANGE ORDER / DEFINED

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

10.2 AUTHORITY TO BIND CITY

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

a. The City Manager or his designee is hereby empowered to execute the following change orders:

    1. Change orders which do not alter the scope or cost of the project.

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

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

    1. Change orders which result from emergency situations, defined as:

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

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

    2. Change Orders which result in an additional project cost, if the accrued costs of all change orders to date does not exceed the lesser of $5,000.00 or ten percent of the original cost.

        a. All change orders not included in (a.) or (b.) above shall be effective only after prior approval by a majority of the Council and the holding

office. If such approval is given, the City Manager is hereby authorized to execute the change orders.

10.3 METHOD

The City, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from, the work. The contract sum shall be adjusted by the unit prices contained in the contract or if unit prices are not contained therein, by written agreement of the contractor and the City. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be effective except with the prior written consent of the City, except that verbal change orders may be authorized in emergency situations as defined herein.

10.4 WAIVER

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

11.0 PAYMENTS

11.1 APPLICATION FOR PARTIAL PAYMENTS; WAVIERS

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

11.2 PAYMENT OF EMPLOYEES; PREVAILING WAGE RATES

NA

11.3 PARTIAL PAYMENTS BY THE CITY OF JOLIET

Not later than forty-five (45) days following the submission of the application for payment, the City shall pay to the Contractor for the amount of the work contained in the application which as been found by the City to have been actually performed less ten (10%) of such amount which shall be retained until final payment less other deductions authorized to be retained by other sections of these General Conditions.

11.4 FINAL PAYMENT

After final inspection by the City, the Contractor shall prepare his application for final payment and submit it to the City for approval. The application for final payment shall contain the total cost of the work as set forth in the proposal less all previous payments to the Contractor and be adjusted by the cost of all authorized change orders. Such application shall have attached thereto final lien waivers or the equivalent for all

labor and materials incorporated into the work from all persons having supplied labor and materials under this contract. The City shall pay to the Contractor, not later than forty-five (45) days after such application is made, the amount which the City finds to be after such application is made, the amount which the City finds to be due and owing less deductions authorized by these General Conditions.

11.5 NO WAIVER

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

12. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail or apparent omission from it as detailed description concerning any point shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best materials or workmanship are to be used.

13. CONTRACT QUANTITIES

a. Specific Quantities: Where quantities are specifically stated in the Contract Documents, the Contractor shall deliver and the City shall pay for only such quantities as therein stated.

b. Requirements: Where quantities are stated in the Contract Documents in terms of requirements, the contractor shall deliver all such quantities as ordered by the City with the contract period at the unit price or prices bid.

c. Estimated Quantities: Where quantities are stated in the Contract Documents in terms of estimated quantities, the Contractor shall supply that quantity as specified by the City within the limits of more or less than ten percent (10%) of the estimate quantity so specified.

14. NO USE OF CITY'S NAME:

The Contractor is specifically denied the right of using in any form or medium the name of the City for public advertising unless express written permission is granted by the City.

15. NEW PARTS and MATERIALS; TITLE:

Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, either in part or in whole, except where the specifications explicitly provide therefore. Further, the Contractor warrants that it has lien free title to all equipment, supplies or materials purchased under the terms of this contract.

16. SUBLETTING OF CONTRACT or CONTRACT FUNDS:

It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contractor his right, title or interest therein, or

his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the City, and in no case shall such consent relieve the Contractor from his obligations, or change the terms of the Contract.

17. DEFAULT:

The Contract in whole or in part may be terminated by the City by sending written notice of default to the Contractor upon non-performance or violation of contract terms and the award by made to next low bidder, or articles specified may be purchased on the open market. In either event, the defaulting Contractor and his surety shall pay to the City the costs in excess of the defaulted contract prices; provided, that the Contractor shall continue the performance of his contract to the extent not terminated under the provisions of this clause. The Contractor shall be given seven (7) days written notice prior to such termination.

18. DISPUTES:

Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Purchasing Agent who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Purchasing Agent shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Purchasing Agent a written appeal addressed to the City Manager. The decision of the City Manager or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be offered an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Purchasing Agent's decision.

19. DELIVERY:

a. Shipping Instructions – Consignment: Unless otherwise specified in the bid each container delivered under this contract must be plainly stencil marked or securely tagged, stating the Contractor's name and purchase order number upon which furnished and delivery address, as indicated in the order. In case of carload lots, the Contractor shall tag the car, stating contractor's name and purchase order number. Any failure to comply with these instructions will place the material or equipment at the Contractor's risk. Deliveries by rail, truck, or otherwise, must be within the hours of 9:00 a.m. and 4:00 p.m. and in ample time before closing. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the Purchasing Agent.

b. Responsibility for Supplies Rendered: The contractor shall bear the risk of loss for the materials, equipment, or supplies covered by contract until they are delivered at the designated point, and the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor within five

(5) days after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery.

Upon failure to do so within ten (10) days after date of notification, the City may return the rejected materials or supplies to the Contractor at his risk and expense.

c. Inspections: Inspection and acceptance of materials, equipment, or supplies will be made after delivery at destination, herein specified. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the specifications.

d. Inspection at Premises: The City reserves the right to have inspectors on the premises of the manufacturers during the process of manufacture of any products being furnished under this contract, for as long as may be considered necessary. All expenses of the inspectors shall be borne by the City, unless otherwise specified.

The presence of inspectors at the site of the manufacturers of the products shall not relieve the contractors of responsibility for faulty workmanship of materials which may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications.

e. Compliance: Delivery must be made as ordered and in accordance with the bid or as directed by the City. If no delivery instructions appear on an order, it will be interpreted to mean prompt delivery required. The decision of the City as to reasonable compliance with delivery terms shall be final.

f. Delay: Should the Contractor be delayed by the City for any cause, there shall be added to the time of completion, a time equal to the period of such delay caused by the City. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension.

Deliveries are to be made on or before date specified in the Contract Documents. Time is the essence of this contract

g. Point of Destination: All materials shipped to the City must be shipped F.O.B. designated location, City of Joliet, Illinois. If delivery is made by truck, arrangements must be made in advance by the Contractor in order that the City may arrange for receipt of the materials. The materials must then be delivered where directed.

No Truck Deliveries will be accepted on Saturdays, Sundays, or City Holidays, unless previous arrangements have been made.

h. Additional Charges: Unless purchased F.O.B. shipping point and Contractor pre-pays transportation, no delivery charges shall be added to invoices except when express delivery is substituted soon order for less expensive method specified in contract, in such cases, difference between freight or mail and express charges may be added to invoice.

i. Method and Containers: Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to insure acceptance by common or other carrier for safe transportation, at the lowest rate, to the point of delivery. Containers become the property of the city unless otherwise definitely specified by bidder.

j. Weight Checking: Deliveries shall be subject to re-weighing over official sealed scales designated by the City. Payment shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the City.

k. Replacement: Materials or components that have been rejected by the City shall be replaced by the Contractor at no cost to the City.

l. Rejected Shipments: All materials or equipment delivered and not conforming in every way to the Contract Documents shall be rejected. Such rejected shipments shall be removed within five (5) working days from City premises at the Contractor's expense and be replaced at no cost to the City with a shipment that meets specifications. The decision of the City as to quality or quantity of the delivery will be considered final.

m. Packing Slips or Delivery Tickets: All shipments or deliveries shall be accompanied by packing slips or delivery tickets, and shall contain the following information for each item delivered:

The Purchase Order Number
The Name of the Article and Stock Number (Supplier's)
The City Identification Number
The Quantity Ordered
The Quantity Back Ordered
The Name of the Contractor

n. Invoices: Unless otherwise specified, vendor must submit single invoice copies for each shipment. If shipment is made by freight or express, original bill of lading properly receipted must be attached to invoice. Mail all invoices to:

City of Joliet
Finance Department, Purchasing Division
150 W. Jefferson Street
Joliet, IL 60431

o. Delivery Failures: Failure of a Contractor to deliver within the time specified, or within reasonable time as interpreted by the City, or failure to make replacements of rejected articles when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Contractor shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in

excess of contract prices. Such purchases shall be deducted from contract quantities. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City.

p. Non-Liability: The Contractor shall not be liable tin damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transporting carrier, act of God, act of Government, act of an alien enemy or any other circumstances which the City's sole discretion are beyond the control of the Contractor under such circumstances, however, the City may in its discretion, terminate the Contract.

q. Damages for Late Delivery: The City shall, in its sole discretion, deduct the amount of five percent (5%) of the original contract price for each day materials, supplies or equipment are not delivered in accord with the Contract Documents, said sum representing a reasonable sum and shall be construed as liquidated damages and not a forfeiture. If deduction is made under this clause, it shall be in addition to any other remedy under these conditions and not construed as an election.

General Conditions

TAX EXEMPTION:

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

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

c. The City of Joliet is exempt from Federal Excise and Transportation Tax. Our FEIN is 36-6088568; our Illinois Tax Exemption Identification Number is E 9992-5631-05.

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.

2024 BIOSOLIDS DISPOSAL
CITY OF JOLIET WASTEWATER TREATMENT PLANT

SPECIAL CONDITIONS

DESCRIPTION OF WORK

This Contract is for the disposal of Biosolids derived from the Wastewater Treatment Plants owned and operated by the City of Joliet. The City has established the contract quantities as follows:

A. Liquid Biosolids: **36,524,000** gallons
B. Dewatered Cake: 1,830 Wet Tons

The City hereby notifies all prospective bidders that the above items shall be performed on a per-call basis and the minimum quantities per item on any one call shall be as follows:

A. Liquid Biosolids: minimum 800,000 gallons per hauling event.

Upon receiving verbal and/or written notice from the Director of Public Works and Public Utilities or the Plant Operations Superintendent, the Contractor shall within two (2) working days excluding holidays begin the work. If weather or field conditions prohibit disposal of sludge within this time period, the Contractor shall commence the work on the first day thereafter that the weather and field conditions allow. Advance preparation shall be made by the Contractor to allow quick response when conditions allow work to begin. The Contractor shall employ a sufficient work force to complete the work within a reasonable length of time. The Contractor shall employ 2 shifts of personnel if conditions require. Any cost associated with this provision shall be incidental to the contract.

The Contractor shall dispose of a minimum daily quantity of not less than 400,000 gallons of liquid Biosolids.

COOPERATION OF CONTRACTOR

The Contractor or Contractors engaged by the City of Joliet to perform the various sections of the work shall fully cooperate with any and all other Contractor or Contractors to the extent directed by the Director of Public Utilities.

Cooperation shall include, but is not limited to, coordination and communication between the Contractor or Contractors and the City.

TERMS OF CONTRACT

The unit prices contained in each proposal shall be in force from the date of "Notice to Proceed" through the disposal of the quantities included in this contract.

CLASSIFICATION OF WORK

Liquid Biosolids

Removal and disposal of liquid sludge from anaerobic digesters and/or sludge storage tanks from the Joliet East Side Wastewater Treatment Plant, 1021 McKinley Avenue and from the Joliet West Side Wastewater Treatment Plant, Olin Road, Aux Sable Waste Water Treatment Plant, 8300 Black Road, to agricultural lands. The contractor shall sample the Liquid Biosolids from each truckload and place said sample in the City-provided container. The resulting samples shall be analyzed by City staff for use in adjusting application rates. This sampling procedure shall take place every day the work is in progress.

SCHEDULING OF WORK

The Contractor shall so arrange to work, and the work schedule as required to allow complete operation of the Wastewater Treatment Facilities. To assure proper operation, the contractor shall limit the amount of liquid Biosolids removed from the Joliet East Side Wastewater Treatment Plant per day to one million gallons. This limit may be increased by the Plant Operations Superintendent based on weather, field and plant operating conditions.

SCOPE OF WORK

Liquid Biosolids

The Contractor shall supply all equipment, materials, fuel, and labor necessary to load at the points designated by the Plants Operations Superintendent either the Joliet East, West Side or Aux Sable Wastewater Treatment Plants liquid Biosolids from anaerobic digesters, transport and dispose of the liquid Biosolids upon agricultural lands according to the requirements of the City of Joliet's permit from the Illinois Environmental Protection Agency.

Methods that inject the liquid Biosolids completely below the surface shall be employed by the Contractor to perform this work unless the Plant Operations Superintendent authorizes surface application of liquid Biosolids to be employed. The Contractor shall utilize the existing loading facilities as directed by the Plant Operations Superintendent. The Contractor shall supply the 6-inch hose connecting the trucks to the loading station.

The Contractor must abide by the Field Operational Rules listed below:

1. Biosolids are injected to a depth of 8 to 10 inches unless surface application is authorized by the City of Joliet.
2. Applicator vehicles start at one end of a field and work contiguously across the field.
3. Applicator vehicles must return to the loading area next to the path they just

injected and not make short cuts across the field.
4. End rows and loading area must be dry ripped first and then injected.
5. Apply biosolids to the whole field area except where marked with flags as the buffer zone.
6. Avoid sludge injection gaps and spaces between injections.
7. When loading from the road, as a minimum, the contractor must have traffic cones or warning flags. Additionally, a flagger must be provided in high traffic areas.
8. Transportation on County and Township Highway must abide by weight limits: 80,000 lbs. – County and 73,280 lbs.-Township.
9. The contractor **is** responsible for the Cost to repair City, County and Township Roads damaged by applicator vehicles.

*The City of Joliet requires all contractors to contact the proper authorities who govern all roads, to receive permission prior to utilizing any roads while hauling biosolids.
The results of these communications must be provided to the City of Joliet, prior to hauling biosolids, as to determine that the proper authorities and proper permission was successfully obtained.
Any misuse or unauthorized use of any roads resulting in damages will be the sole responsibility of the contractor.

Upon completion of the loading operation, the Contractor shall repair or replace any plant fixture or apparatus damaged by the Contractor's operation, clean and dispose of any and all debris resulting therefrom and otherwise prepare the stockpile site for future operations solely at the Contractor's expense.

The Contractor shall be responsible to obtain a Biosolids sample from each truckload of liquid Biosolids and deposit this sample in a container supplied by the City and placed at the loading station. The City shall analyze this sample and the results provided to the Contractor for updating application rates

The Contractor may with the prior written permission of the Plant Operations Superintendent surface apply liquid Biosolids to frozen agricultural sites previously approved for such disposal by the property owner, the Illinois Environmental Protection Agency and the City. Such approval of surface application in no way relieves the Contractor of the responsibility of compliance with the requirements of the Illinois Environmental Protection Agency permits for this program.

PRESS CAKE DISPOSAL

The Plant Operations Superintendent may utilize the City's mobile centrifuge to dewater the biosolids. The Superintendent may then direct the Contractor to transport and land apply biosolids cake from their mobile centrifuge operation.

The City's centrifuge is capable of processing up to 150 gpm. It is assumed the City will produce up to an estimated 6 truckloads of dewatered biosolid in a 24 hr. period.

PERMITS, CERTIFICATES, LAWS AND ORDINANCES

The Contractor shall at his own expense procure all permits, certificates and licenses required of the Contractor by law for the execution of the work. The Contractor shall comply with all Federal, State and local laws, ordinances or rules and regulations relating to the performance of the work.

PREVAILING WAGE

Beginning January 1, 2024 sludge hauling must comply with Public Act 103-0327. Certified payroll shall be submitted with each pay request.

CONTRACTOR TO SATISFY CONDITIONS OF CITY PERMIT

The Contractor shall be solely responsible for compliance with the provisions and/or requirements of any permits established for the City of Joliet by any and all Federal, State or local agencies.

SAFETY

The Contractor shall be solely responsible for safety in regard to the specified or related work.

TIME OF OPERATIONS

The Contractor shall conduct the activities required by this work between the hours of 7:00 a.m. and 10:00 p.m. unless extended by the Plant Operations Superintendent based on weather, field and plant operating conditions.

The Contractor shall be solely responsible for completing his work on a schedule that will provide proper operation of the Treatment Works. If any of the Contractor's work is hampering plant operations, he shall initiate immediate and definite procedures for accelerating the work as required to get the work back on schedule. The Contractor will not be allowed extra compensation for costs resulting from additional regular or premium time (Saturday, Sunday, holidays, overtime, etc.) required to assure proper operation.

The Plant Operations Superintendent may direct the Contractor to accelerate the work during the harvest season so that the plant can enter the winter months without a large inventory of Biosolids. The contractor shall advise the Plant Operations superintendent of the method to be used to accelerate the work in writing within 24 hours of working.

CITY FACILITIES

Dual overhead loading stands with a pump capacity of approximately 1,000 gallons per minute at the East Side, West Side, and Aux Sable Sewage Treatment Plants.

The Contractor should be able to load the average truck in five to seven minutes.

SITE INSPECTION

The Contractor may make site inspections between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday, by contacting the Plant Operations Superintendent, Nicholas C. Gornick, at 815/724-3675 to set up an appointment. The Contractor will not be allowed any additional compensation due to errors in his interpretation or conclusions drawn of site conditions.

SUSPENSION OF WORK

The City reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the contract. The Director of Public Utilities will issue orders for suspension or reinstatement of work in writing.

As the City has specified Biosolids disposal through land application at agronomical rates in compliance with the Illinois Environmental Protection Agency permit, the City hereby notifies the Contractor that if this disposal method is made impractical due to adverse weather or field conditions or Biosolids quality and the City determines that alternate disposal methods are necessary to assure proper operation of the wastewater treatment facilities, the City may utilize such alternate disposal methods solely at the discretion of the City and with no recourse due the Contractor for the duration of said adverse conditions.

The City reserves the right to reduce or increase the net work or the work relating to the various sections thereof without restriction. Additional compensation claims by the Contractor for increases or decreases in contract quantities, work suspended by the City, or deletion of any section of this contract shall not be considered.

ADDITIONAL INFORMATION TO BE SUBMITTED BY THE CONTRACTOR

The City shall require each prospective Contractor to submit with the proposal the following:

A. A job plan/work schedule outlining the methods for and logistics of the Contractor's proposed operation for performing the work required per section and an overall job plan/work schedule for the entire work based upon calendar day format.

B. A certificate or other such documentation that the Contractor has in effect performed similar Biosolids disposal operations and has at least one (1) year experience in the same.

C. A complete list of all equipment, vehicles and personnel that the Contractor proposes to employ in the various sections of the work along with specific requirements there.

D. A copy of the contractor's State of Illinois Environmental Protection Agency Control Permit.

CITY SUPPLIED DISPOSAL SITES

The City of Joliet has tentatively located approximately 1000 acres of agricultural sites that may be available for this program. In addition, the City has guaranteed approximately 360 acres of land for spring application in 2021. The gallons per zone (and total gallons) are estimates only based on current contract. The City of Joliet reserves the right to use more or less gallons per zone based on need. The vendor understands that by bidding on this contract the price per each gallon per zone will remain the same throughout the life of this contract regardless of how many gallons per zone are hauled. Any additional gallons hauled will be paid at the bid price per zone.

CONTRACTOR-SUPPLIED DISPOSAL SITES

If the Contractor determines that contractor-supplied disposal sites are preferred, the Contractor shall supply the City with information clearly locating and naming the area or locations of the Contractor's final disposal site(s). All such final disposal site(s) shall be in compliance with all applicable rules and regulations of the Illinois Environmental Protection Agency.

The Contractor shall, before commencing any of the required operations and solely at the Contractor's expense, provide the City with documentation clearly indicating the Contractor to have clear and free right of entry to the disposal sites for the duration of the contract.

Prior to the application of any Biosolids, the Contractor shall supply to the City written authorization from the property owner receiving Biosolids indicating that the property owner has been supplied with and understands the latest Biosolids analysis and suggested application rates. Further, the property owner must execute a statement to the effect that the property owner will accept the Biosolids.

In addition, the property owner shall grant the City the authority to supply Biosolids quality information, perform soil analysis and recommend application rates. The contractor shall notify monthly in writing with copies to the City each property owner receiving Biosolids during that month the amounts of and the resulting application rates. The Contractor shall daily supply the City on City-supplied forms the amounts and types of Biosolids applied, the location, property owner affected and the intended application rate.

UNUSUAL EQUIPMENT DETERIORATION

The contractor shall hold the City harmless for any and all types of equipment deterioration relating to or from the nature of this contract.

MATERIAL OR EQUIPMENT STORAGE SPACE PROVIDED

The City shall at a location or locations determined by the Plant Operations Superintendent provide the Contractor with storage space for the Contractor's material and/or equipment. Use of storage space provided by the City or the Contractor shall be

solely at the Contractor's risk.

REPORTING REQUIREMENTS

The contractor is required to prepare and provide fully executed and fully completed IEPA monthly operating reports that will contain all of the
required information. This required information is listed in the City of Joliet's current IEPA permit and in IEPA Part 391 – Land Application of Biosolids (reporting requirements).
The contractor must be prepared to answer questions and provide any and all information to the city, as requested by the City of Joliet, in regards to the land application work that has been completed.

REQUIREMENTS OF THE CITY

The Contractor shall complete all forms enclosed with this proposal.

The successful bidder agrees to enter into a contract with the City of Joliet within ten (10) days of notice of acceptance of proposal and shall submit the following executed affidavits or certificates supplied or required by the City with the other contract documents:

1. An affidavit indicating the following:

    a. Corporation: the name of the state in which the corporation is chartered; the names and addresses of the local registered agent and office.
    b. Partnership: the name of all partners and the address of the local business office.
    c. Sole Proprietorship: the name of the owner and the address of the business office.

2. An affidavit that the bidder has not colluded with any person in the bid for the contract.

3. An affidavit that the bidder does not and will not engage in discriminatory employment practices and does not and will not engage in discrimination because of race, sex, religion, national origin, age or sensory, mental or physical handicap in hiring or firing and is in fact an equal opportunity employer.

CONTRACTOR'S ADDITIONAL LIABILITY

The Contractor shall be responsible for any spillage of any Biosolids either off or on site and shall save and hold the City harmless for any such incident. The Contractor shall solely at his expense remedy the damages resulting from any spillage of Biosolids.

METHOD OF PAYMENT: BASIS OF PAYMENT

LIQUID BIOSOLIDS

The Contractor shall submit daily to the Plant Operations Superintendent a record of the total number of transportation trips and gallonage contained therein for the previous day's work including the disposal site for each trip.

In addition, the City shall provide meter readings from a waste Biosolids meter.

These meter readings shall be taken daily before and after the Biosolids hauling operation. These readings shall be recorded in the Chief Operator's log and made available to the Contractor for review. The meter reading will be used to determine the basis of payment, not estimated truckloads.

In the event that there is a conflict between the truck trip count and the metered flow, the Plant Operations Superintendent shall investigate the accuracy of the Biosolids meter. If the meter is recording less than 97 percent of the actual flow or more than 103 percent of the actual flow, repairs to the meter shall be made immediately by a third party. For the period that the meter is in error, the Contractor and the Plant Operations Superintendent shall daily compute and agree on the quantity of Biosolids removed and disposed of on the previous day. If contractor is in disagreement with the meter, an IDOT Certified Tank Stick will be used to prove the City's meter is wrong.

BASIS OF PAYMENT

This work shall be paid for at the contract unit price per gallon of "Liquid Biosolids" as measured and specified herein. Ten percent of each payment will be withheld (retained) until the completion of the contract, at which time the retainage will be released.

2025,2026 EXTENSION OPTION

The City of Joliet is also soliciting proposals for calendar years 2025 & 2026. In addition to the proposal for 2024, each bidder is required to submit a proposal for calendar years 2025 & 2026. The submittal of a proposal shall obligate the successful bidder to provide the services described in accordance with the proposal amount. At any time during 2024, the City shall have the right and option to extend the Contract to include calendar years 2025 & 2026.

PROPOSAL

TO: The City of Joliet, Illinois

FROM: _____
(Name of Bidder)

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

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

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

4. Attached to the front cover of the Contract Documents is bid security in the amount of _____ ($ _____.00) in the form of a _____ submitted herewith in accordance with the Instructions to Bidders.

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

6. Bidding Schedule – See Proposal.

2024 BIOSOLIDS

BIDDING SCHEDULE

BID UNIT PRICES

Liquid Biosolids

The total unit price of loading, hauling and applying 11.466 Million Gallons of Biosolids on fields with One-Way Site Mileages from the Originated City of Joliet Facility of 0.00 to 9.99 miles is

_____ (in words)

$_____ (in figures), per liquid gallon.

The total unit price of loading, hauling and applying 8.712 Million Gallons of Biosolids on fields with One-Way Site Mileages from the Originated City of Joliet Facility of 10.00 to 14.99 miles is

_____ (in words)

$_____ (in figures), per liquid gallon.

The total unit price of loading, hauling and applying 8.346 Million Gallons of Biosolids on fields with One-Way Site Mileages from the Originated City of Joliet Facility of 15.00 to 19.99 miles is

_____ (in words)

$_____ (in figures), per liquid gallon.

The total unit price of loading, hauling and applying 8.000 Gallons of Biosolids on fields with One-Way Site Mileages from the Originated City of Joliet Facility of 20.00 to 25.00 miles is

_____ (in words)

$_____ (in figures), per liquid gallon.

Press Cake Land Application

The total unit price of loading, hauling and applying _1,830_ Wet Tons of Biosolids

_____ (in words)

$_____ (in figures), per liquid gallon.

COMPUTED TOTAL PRICE

The computed total price, which is the sum of the above total unit prices, to apply the total proposed quantity of 36,524,000 Gallons

_____ (in words)

$_____ (in figures).

Submitted by: _____

_____
Print Name of Company

By _____
Signature of Person Authorized To Sign Bid

TITLE _____

ADDRESS _____

_____

TELEPHONE ( ) _____

DATE _____

EMAIL _____

2025 BIOSOLIDS

BIDDING SCHEDULE

BID UNIT PRICES

Liquid Biosolids

The total unit price of loading, hauling and applying __11.466 __Million Gallons of Biosolids on fields with One-Way Site Mileages from the Originated City of Joliet Facility of 0.00 to 9.99 miles is

_____ (in words)

$_____ (in figures), per liquid gallon.

The total unit price of loading, hauling and applying _8.712_____ Million Gallons of Biosolids on fields with One-Way Site Mileages from the Originated City of Joliet Facility of 10.00 to 14.99 miles is

_____ (in words)

$_____ (in figures), per liquid gallon.

The total unit price of loading, hauling and applying __8.346 __Million Gallons of Biosolids on fields with One-Way Site Mileages from the Originated City of Joliet Facility of 15.00 to 19.99 miles is

_____ (in words)

$_____ (in figures), per liquid gallon.

The total unit price of loading, hauling and applying _8.000_ Gallons of Biosolids on fields with One-Way Site Mileages from the Originated City of Joliet Facility of 20.00 to 25.00 miles is

_____ (in words)

$_____ (in figures), per liquid gallon.

Press Cake Land Application

The total unit price of loading, hauling and applying _1,830_ Wet Tons of Biosolids

_____ (in words)

$_____ (in figures), per liquid gallon.

COMPUTED TOTAL PRICE

The computed total price, which is the sum of the above total unit prices, to apply the total proposed quantity of 36,524,000 Gallons

_____ (in words)

$_____ (in figures).

Submitted by: _____

_____
Print Name of Company

By _____
Signature of Person Authorized To Sign Bid

TITLE _____

ADDRESS _____

_____

TELEPHONE ( ) _____

DATE _____

EMAIL _____

2026 BIOSOLIDS

BIDDING SCHEDULE

BID UNIT PRICES

Liquid Biosolids

The total unit price of loading, hauling and applying __11.466 __Million Gallons of Biosolids on fields with One-Way Site Mileages from the Originated City of Joliet Facility of 0.00 to 9.99 miles is

_____ (in words)

$_____ (in figures), per liquid gallon.

The total unit price of loading, hauling and applying _8.712_____ Million Gallons of Biosolids on fields with One-Way Site Mileages from the Originated City of Joliet Facility of 10.00 to 14.99 miles is

_____ (in words)

$_____ (in figures), per liquid gallon.

The total unit price of loading, hauling and applying __8.346 __Million Gallons of Biosolids on fields with One-Way Site Mileages from the Originated City of Joliet Facility of 15.00 to 19.99 miles is

_____ (in words)

$_____ (in figures), per liquid gallon.

The total unit price of loading, hauling and applying _8.000_ Gallons of Biosolids on fields with One-Way Site Mileages from the Originated City of Joliet Facility of 20.00 to 25.00 miles is

_____ (in words)

$_____ (in figures), per liquid gallon.

Press Cake Land Application

The total unit price of loading, hauling and applying _1,830_ Wet Tons of Biosolids

_____ (in words)

$_____ (in figures), per liquid gallon.

COMPUTED TOTAL PRICE

The computed total price, which is the sum of the above total unit prices, to apply the total proposed quantity of 36,524,000 Gallons

_____ (in words)

$_____ (in figures).

Submitted by: _____

_____
Print Name of Company

By _____
Signature of Person Authorized To Sign Bid

TITLE _____

ADDRESS _____

_____

TELEPHONE ( ) _____

DATE _____

EMAIL _____

CONTRACT SPECIFICATIONS - 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:_____

TELEPHONE ( ) _____

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-

STOP*

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

_____ 1. BID SECURITY

_____ 2. BIDDING SCHEDULE

_____ 3. PROPOSAL

_____4. Flash Drive/ Tabbed Bid Bond and Proposal Page

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

AGREEMENT

THIS AGREEMENT is entered into on the date stated below by and 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 _____, 202__.

CITY OF JOLIET,
an Illinois Municipal Corporation,

By:_____
Rodney Tonelli
Interim City Manager

Attest:_____
Christa M. Desiderio
City Clerk

Approved as to form:

_____
Todd Greenburg
Interim Corporation Counsel

Print name of Contractor_____

By:_____

Print Name: _____

Title: _____