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

FOR THE

LOCKPORT TOWNSHIP WELLHOUSE DEMOLITION

CONTRACT NO. 2808-0424

APPROVED DEPARTMENT OF PUBLIC UTILITIES DIRECTOR OF PUBLIC UTILITIES DATE February 21, **2024**	**SUBMITTED BY** CONTRACTOR'S NAME ADDRESS CITY AND STATE PHONE DATE _____, **2024**
APPROVED DEPARTMENT OF PUBLIC UTILITIES DEPUTY DIRECTOR PLANT OPERATIONS DATE February 21, **2024**	

FINANCE DEPARTMENT
PURCHASING DIVISION
PHONE: 815-724-3925
FAX: 815-724-3929

CITY OF JOLIET

150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432-4158

Prospective Bidder:

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

The bid must be submitted in an opaque sealed envelope **prior** to the date and time set forth for the bid opening, as published in the Legal Notice – Advertisement for Bids. The bid must be addressed to:

City of Joliet – Sealed Bid Enclosed
Office of the City Clerk
150 W Jefferson St
Joliet, IL 60432

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

- Bid Number
- Name of Project
- Date and Time of Bid Opening
- Company Contact Information
  - Name
  - Address
  - Phone number

Acknowledgement of all addenda to the contract **must** be included within the submitted bid packet. 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.

Respectfully,

City of Joliet

CONTRACT DOCUMENTS

PROJECT: **LOCKPORT TOWNSHIP WELLHOUSE DEMOLITION**

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

CONTRACT NO. **2808-0424**

Beth Beatty
City Manager

Melissa L. Lopez
Purchasing/Contracts Administrator

LEGAL NOTICE
CITY OF JOLIET
ADVERTISEMENT FOR BIDS

CONTRACT NO. 2808-0424
PROJECT NAME: LOCKPORT TOWNSHIP WELLHOUSE DEMOLITION

The City of Joliet, Illinois, does hereby invite sealed bids for **LOCKPORT TOWNSHIP WELLHOUSE DEMOLITION.**

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 **10:15 A.M.** local time on **Friday, March 15, 2024,** at which time they will be opened and publicly read aloud in Conference Room One (1). It is highly recommended, that all bids be tabbed to mark the Bidding Schedule and Bid Bond. An electronic copy of the entire submission on a USB flash drive is also requested to be included in the bid packet.

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. To ensure timely delivery of emails related to this feed, please add iljoliet@public.govdelivery.com to your safe sender list. To be considered compliant, bids/proposals should be addressed as follows:

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

And must be 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**.

Bids must be delivered Monday to Friday 8:00 A.M. – 4:30 P.M. and not on holidays observed by the City of Joliet. The City will not be responsible for deliveries outside these hours. If you choose to hand deliver your Bid/proposal, it is to be delivered to the east or west side of City Hall, 150 West Jefferson Street, Joliet, IL 60432. Please make sure to mention you are delivering a sealed Bid/proposal, so the receiver knows to time stamp the envelope upon receipt.

Those desiring to submit a bid may examine the bid documents and detailed specifications at the City of Joliet Purchasing Division, 150 West Jefferson Street, Joliet, IL 60432 between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday. Electronic copies can be downloaded free of charge at https://www.joliet.gov/bids. No hard copies of the documents will be available for purchase.

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 applies to this contract. To apply to be a local qualified bidder please go to https://www.joliet.gov/localbidder.

All Bidding Document holders should sign up for RSS feeds at demolition https://www.joliet.gov/government/departments/finance/purchasing/bids-proposals/demolition to automatically receive addenda. Addenda will also be posted on the City of Joliet's website at https://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 addenda to a specific contract. Bidders are to acknowledge receipt of all addenda within the sealed bid package.

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, February 29, 2024

Beth Beatty
City Manager

Melissa L. Lopez
Purchasing/Contracts Administrator

PREVAILING WAGES

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

For prevailing wage information, go to the City of Joliet website: https://www.joliet.gov/government/departments/finance/purchasing/prevailing-wage- information

For current prevailing wage rates, go to the State of Illinois website: https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html

If you cannot access or have difficulty retrieving the prevailing wage information, email purchasing@joliet.gov or call 815-724-3925 for assistance.

LOCAL BIDDER

This contract is eligible for the Local Bidder Preference Ordinance.

Please complete and sign this form **only** if you have been approved as a Local Bidder by the City of Joliet and wish to be qualified as a local bidder for this contract.

VENDOR NAME _____

VENDOR ADDRESS _____

CITY_____ STATE_____ ZIP CODE_____

CONTACT PERSON _____

SIGNATURE_____

PHONE_____

EMAIL ADDRESS _____

Note: there may be other prequalification requirements that apply to this contract (e.g. IDOT or Capital Development Board). Please review what is due, as this form does not take the place of any of those required documents.

For additional information about the Local Bidder Ordinance, as well as the Local Bidder application, visit: https://www.joliet.gov/localbidder.

For questions, contact Purchasing Division at purchasing@joliet.gov or (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 : **LOCKPORT TOWNSHIP WELLHOUSE DEMOLITION**

User Department:	**DEPARTMENT OF PUBLIC UTILITIES**
Date and Time of Bid Opening:	**FRIDAY, MARCH 15, 2024, @ 10:15 A.M.**
Bid Security:	**10%**
Performance Security:	**YES**
Prequalification Required:	**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

CITY MANAGER
Beth Beatty

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: **LOCKPORT TOWNSHIP WELLHOUSE DEMOLITION**

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. ON-SITE PRE-BID MEETING

Site visits can be coordinated by contacting Nick Gornick, ngornick@joliet.gov

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. AFFIDAVITS

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

23. COMPLETION AND FINAL PUNCHLIST

After all work on this project is complete, the City will prepare a final "Punch list" of items that have not been completed to the satisfaction of the City, which require correction prior to final acceptance by the City. Upon issuance of the final "Punch list", the Contractor will have fifteen (15) calendar days to complete all work outstanding. The City will reinspect the project to determine if all work has been completed. If all work is not complete within the initial fifteen (15) day period, the Contractor will be considered in default.

24. PROJECT COMPLETION DATE

The project completion date, including the completion of the final punch list and the completion of the final inspection with the Owner and the Engineer will be **May 31, 2024.**

25. LIQUIDATED DAMAGES

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

GENERAL CONDITIONS

Please see the City of Joliet Special Provision and General Conditions Booklet Adopted January 1, 2013.

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

1) The successful bidder in all construction and demolition contracts shall submit, with other required contract documents, a certificate of insurance, issued by an insurance company licensed to do business in Illinois, indicating the bidder as the insured and naming the 1) City of Joliet (and its officers and employees) and 2) The Engineering Solutions Team Company as additional insured with right of notice of cancellation for the duration of the contract in at least the following amounts:

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

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

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

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

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

ARTICLE 1

GENERAL DEMOLITION SPECIFICATIONS

1.1 GENERAL UTILITIES

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

1.2 WATER AND SEWER CONNECTIONS

1.2.1 The Contractor shall be responsible to properly abandon the water and sewer service lines to the structure. The water and sewer lines shall be terminated as described below. The contractor shall comply with all City codes and ordinances regulating excavations in public rights-of-way.

1.2.1.1 The Contractor shall disconnect the water service at the water main. The corporation stop shall be turned off and capped with a brass cap or plug.

1.2.1.2 At least three (3) feet of the water service line shall be removed at the main.

1.2.1.3 The location of the corporation stop shall be noted and this information given to the City.

1.2.1.4 The buffalo box and curb stop shall be removed completely.

1.2.1.5 All water service pipes from the curb stop to the structure shall be removed.

1.2.1.6 No building is to be demolished until the existing water service has been terminated at the corporation by the contractor and inspected by the City's Water Department.

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

1.2.3 The Contractor shall remove all sewer lateral pipes from the structure to the property line.

1.2.4 The Contractor shall disconnect the sewer lateral at the main sewer.

1.2.4.1 The Contractor shall remove at least three (3) feet of service line at the main.

1.2.4.2 The old lateral and the wye shall be plugged completely with not less than eight (8) inches of concrete or mortar.

1.2.4.3 The location of the wye shall be noted and this information given to the City.

1.3 DEMOLITION AND SITE CLEARANCE

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

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

1.3.3 Salvable Materials, as determined by the contractor, shall be kept in orderly segregation as the work progresses and all waste material shall be promptly disposed of. All lumber containing nails shall be kept in compact piles.

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

1.3.4.1 Exception to this requirement will be made in the case of wood frame buildings of non-rigid frame masonry or concrete buildings if the contractor elects to use an approved alternate procedure for progressive or simultaneous wrecking of all parts of the building, provided the type and location of the building and the contractor's proposed

method are all such that danger to the contractor's personnel, the public or to adjacent property will not be increased thereby.

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

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

1.4 DUST CONTROL

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

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

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

1.5 FOUNDATION AND MASONRY BLOCK

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

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

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

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

1.5.2 During the demolition process, contractor will be careful to note both foundations and masonry block. Some buildings or dwellings constructed circa early 1900's have foundations and masonry block of limestone. The City of Joliet is interested in retrieving and preserving materials of this nature.

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

1.6 PARTYWALLS

1.6.1 Where two or more buildings are connected by a party wall and one building is to be

demolished, the contractor shall be responsible for any movement of deviation of said wall, and shall take the necessary precautions or protect the wall from movement or deviation at his own expense.

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

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

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

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

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

1.7 CONCRETE SLABS AND FLOORS

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

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

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

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

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

1.8 RETAINING WALLS

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

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

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

1.9 SANITARY SEWERS AND BUILDING DRAINS

1.9.1 Sanitary sewers, drains, and similar facilities serving each building shall be capped and sealed to the satisfaction of the project manager before general demolition of that building is begun.

Partial removal of sufficient portions of a structure shall be performed where necessary to permit sealing of sanitary or drainage systems in advance of general demolition of that structure, except where such local removal would create a hazard to safety.

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

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

1.9.4 Outdoor toilets shall be pumped out by a City licensed scavenger, and the pit shall be completely filled with Type D Fill. The toilet building shall be demolished and removed from the site.

1.10 ABOVE GROUND FUEL TANKS

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

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

1.11 METAL

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

1.11.2 Reinforcing bars, mesh, railing, poles or metal inserts of any kind, protruding from concrete or masonry above the final grade or adjacent ground, shall be cut off as short as possible and removed from the site and the remaining stubs shall be battered into a condition and position so as not to constitute a hazard to foot traffic or mowing operations.

1.12 TREES AND VEGETATION

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

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

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

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

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

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

1.13 HAZARDOUS MATERIALS

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

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

1.14 MISCELLANEOUS MATERIALS

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

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

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

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

1.15 FILLING OF BASEMENT

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

1.16 GRATINGS AND TRAP DOORS

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

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

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

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

1.17 DISPOSAL

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

1.17.2 All rubbish and debris found on the demolition area at the start of the work as well as that resulting from the demolition activities, or deposited on the site by others during the duration

of the contract, shall be removed and disposed of in an IEPA licensed land fill or other legal and acceptable site.

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

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

1.17.5 Disposal manifests are required.

1.18 RECAPTURE OF FREON

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

1.19 FILL MATERIALS

1.19.1 Where demolition takes place, fill affected area with Debris Fill or fill materials Type A or B to a depth of 24" below finished grade; the next 12" shall be of fill materials Type C or D; The remaining 12" shall be 8" subsoil and 4" topsoil.

1.19.2 Debris Fill

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

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

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

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

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

1.19.4.1 Minimum Size: 1/4 inch.
1.19.4.2 Maximum Size: 5/8 inch.

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

1.19.6 Type D - Subsoil: Free of rock larger than 3 inch size, and debris.

1.20 GRASS SEED

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

1.21 ACCESSORIES

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

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

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

ARTICLE 2

INSURANCE

2.1 CONTRACTOR'S LIABILITY INSURANCE

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

2.1.2 Comprehensive General Liability:

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

2.1.2.1.1 Limits:

General Aggregate	$2,000,000.00
Products/Completed Aggregate	$1,000,000.00
Each Occurrence	$1,000,000.00
Personal Injury	$1,000,000.00

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

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

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

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

2.1.2.2 Owners & Contractors Protection:

2.1.2.2.1 Limits ;

Bodily Injury

Annual Aggregate	$1,000,000.00
Each Occurrence	$1,000,000.00

Property Damage:

Annual Aggregate	$1,000,000.00
Each Occurrence	$1,000,000.00

2.1.2.3 Workers Compensation:

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

2.1.2.4 Comprehensive Automobile Liability:

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

2.1.2.4.2 Limits:

Combined Single Limit	$1,000,000.00

2.1.2.5 Umbrella:

2.1.2.5.1 Limits:

Aggregate	$1,000,000.00

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

2.1.3 The City of Joliet, its officers and employees shall be named as additional insureds on a primary and non-contributory basis under all required policies of insurance.

2.1.4 An endorsement from the insurance carrier confirming the City of Joliet is additional insured, including the provision of legal representation in the defense of claims asserted against the City of Joliet.

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

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

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

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

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

2.2 PERFORMANCE SECURITY

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

2.3 CERCLA INDEMNIFICATION

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

Demolition of

1 South Princeton & SS Bruce Road, 3E Volz Ave.

(Princeton and Bruce Wellhouses)

General

This project will require the demolition and disposal of all structures on the property including the building, contents, fence, gravel drive and concrete floor/footings. The general specifications are attached. Applicable parts of demolition requirements are include herein.

Permits

The Contractor shall be responsible for obtaining any and all required permits prior to starting work. Both locations are located in Lockport Township/Unincorporated Will County therefore a permit from the Will County Land Use Department is required.

https://willcounty.gov/county-offices/economic-development/will-county-land-use-department

Water Mains

The City is responsible for disconnecting the water mains that feed the building prior to the start of demo. The contractor shall be responsible for abandoning the water main to two feet below grade.

Water Supply Wells

Both locations have wells that were previously abandoned. The contractor shall be responsible for cutting the casing to three feet below grade.

Sewer

Neither location has a sewer service.

Electrical Service

The City is responsible for disconnected the electrical service prior to the Contractor starting work.

Final Site Conditions

The site shall be top dressed with a minimum of 4 inches of topsoil and seeded with IDOT Class 1-Lawn mixture at a rate of 200lbs per acre with straw applied.

Asbestos/Lead

The City does not anticipate finding Asbestos or Lead however an inspection was not completed therefore the Contractor shall be responsible to complete inspections prior to demolition. An allowance of $20,000.00 will be provided for the inspections and removal if needed.

Site Visits

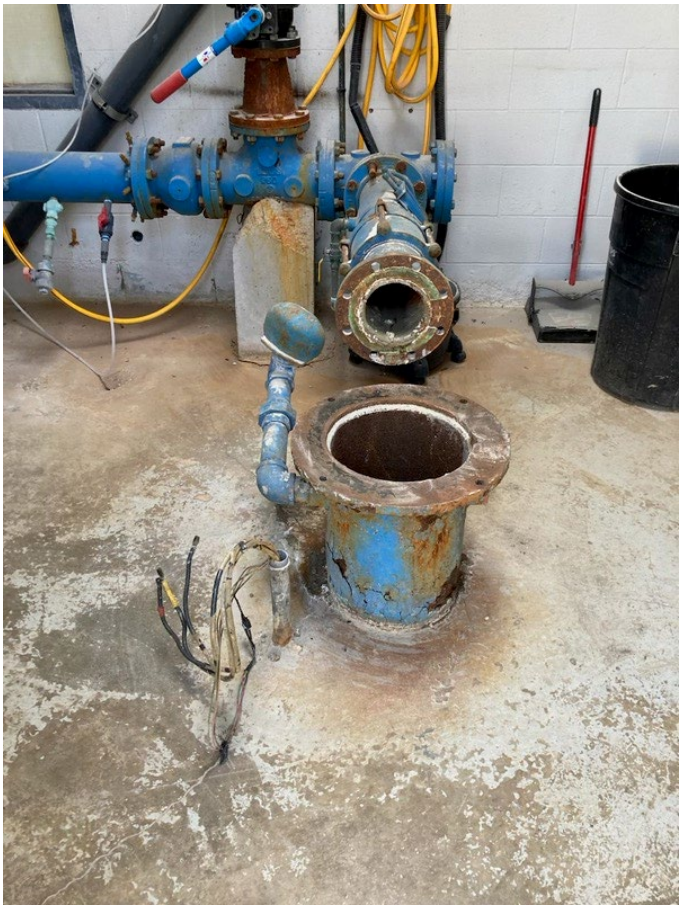
Site visits can be coordinated with the City by contacting Nick Gornick, ngornick@joliet.gov (815-405-3666) a minimum of 24 hrs prior to the desired date.

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

PRINCETON WELLHOUSE



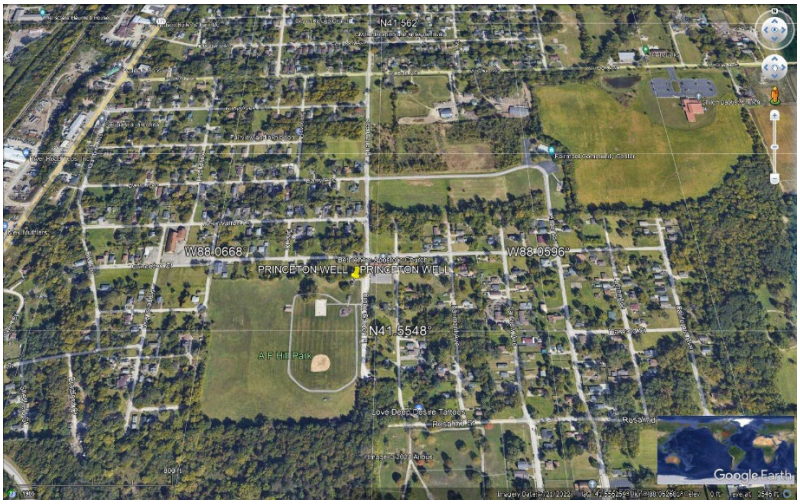
PRINCETON WELL



PRINCETON WATER MAIN



SITE LOCATION



BRUCE RD WELLHOUSE



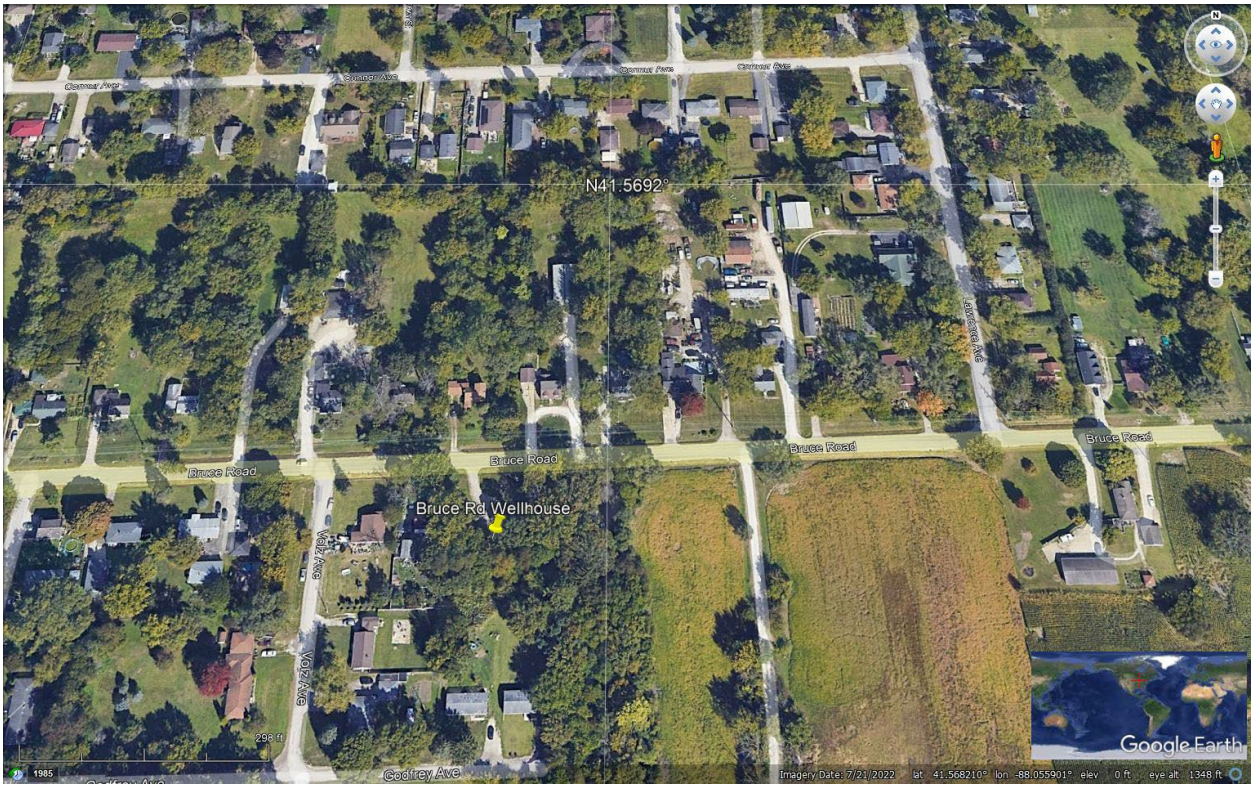
BRUCE RD WELL



BRUCE RD WATERMAIN



BRUCE RD SITE MAP



PROPOSAL

TO: The City of Joliet, Illinois

FROM: _____
(Name of Bidder)

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

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

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

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

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

6. Bidding Schedule – See Proposal – Page 2.

FORM OF PROPOSAL

The undersigned proposes to demolish the specified locations meeting the requirements of the attached specification.

1. Bruce Road $_____

2. Princeton $_____

3. Asbestos/Lead Allowance $____20,000.00_____

TOTAL **$_____**

Submitted By: _____

_____
Print Name of Company

By_____
Signature of Person Authorized to Sign Bid

Title_____

Address_____

_____

Telephone ( ) _____

Email _____

Date_____

CITY OF JOLIET
STATE OF ILLINOIS

PROPOSAL FORM

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

TO THE MAYOR AND CITY COUNCIL OF JOLIET, ILLINOIS:

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

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

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

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

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

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

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

8. The undersigned further agrees to begin work not later than ten (10) days after the execution of the acceptance of the contract and contract bond, unless otherwise

provided and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work within **60 consecutive calendar days** after execution of the contract, by both parties, unless additional time shall be granted by the Engineer in accordance with provisions of the specifications.

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

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

   THE AMOUNT OF THE CHECK OR DRAFT IS ($_____

   _____

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

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

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

12. The undersigned will complete the project for the following price:

    Total Bid Amount for Determination of Lowest Bid_____
    _____ Dollars
    ($_____).

13. The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all costs thereto are included in the Bid Sum.
    1. Addendum #_____Dated_____
    2. Addendum #_____Dated_____

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

(IF AN INDIVIDUAL)

SIGNATURE OF BIDDER_____(SEAL)

BUSINESS ADDRESS_____

_____

****

(IF A CO-PARTNERSHIP)

FIRM NAME_____(SEAL)

SIGNED BY_____(SEAL)

BUSINESS ADDRESS_____

_____

Insert Names and _____
Addresses of All_____
Members of the firm_____

****

(IF A CORPORATION)

CORPORATE NAME_____

SIGNED BY_____
President

BUSINESS ADDRESS_____

_____

(CORPORATE SEAL)

PRESIDENT_____

Insert Names of Officers

SECRETARY_____

TREASURER_____

ATTEST:_____
Secretary

CONTRACT SPECIFICATION - DEVIATIONS AND SUBSTITUTIONS

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

All deviations or substitutions must meet or exceed the specifications.

SUBMITTED BY:

_____
Print Name of Company

BY:_____
Signature of person authorized to sign bid

TITLE_____

ADDRESS_____

_____

PHONE (_____)_____

DATE_____

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

AFFIDAVITS

Business Status of Bidder

BIDDER/APPLICANT:

_____
Name

_____
Principal place of business

_____
Address

_____
City, State, Zip Code

The Bidder is a:

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

Corporation

The state of incorporation is: _____

The registered agent of the corporation in Illinois is:

Name _____

Address _____

_____

City, State, Zip _____

The officers of the corporation are:

_____ _____
President *Secretary*

_____ _____
Vice President *Treasurer*

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

Limited Liability Company

The state of registration is: _____

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

Name _____

Address _____
City State Zip

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

Address _____

City State Zip _____

The managers and members of the Limited Liability Company are:

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

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

Sole Proprietorship

The address of the sole proprietor is:

_____
Address

_____
City, State

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

_____ _____

BID RIGGING AND BID ROTATING

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

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

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

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

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

E. All statements contained in such bid are true;

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REQUIREMENTS OF THE ILLINOIS DRUG FREE WORKPLACE ACT

Section 5. The undersigned will publish a statement:

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

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

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

1. Abide by the terms of the statement; and

2. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring the in the workplace not later than five (5) days after such a conviction.

D. Establishing a drug free awareness program to inform the aforementioned company's employees about:

    1. The dangers of drug abuse in the workplace;

    2. The aforementioned company's policy of maintaining a drug free workplace;

    3. Any available drug counseling, rehabilitation, and employee assistance programs; and

    4. The penalties that may be imposed upon employees for drug violations.

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

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

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

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

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

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

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

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

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

TAX COMPLIANCE

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

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

NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this contract, the contractor agrees:

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

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

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

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

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

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

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

Section 11. For the purposes of subsection G of Section 10, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under

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

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

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

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

THE AMERICANS WITH DISABILITIES ACT

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

Signed by:_____
[name]

_____
[title]

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

By: _____
Notary Public

-seal-

STATE OF ILLINOIS)

* * * *

) SS. *NOTE: THIS AFFIDAVIT MUST BE
COUNTY OF WILL) *COMPLETED BY THE CHIEF OFFICER
*OF THE BIDDER
* *

AFFIDAVIT
REGARDING BIDDER AVAILABILITY

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

PART I. WORK UNDER CONTRACT

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

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

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

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

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

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

Date Equipment Available For Work							

_____

(SIGNATURE)

_____

(PRINT NAME)

_____

(TITLE)

Subscribed and Sworn to before me this

_____ day of _____, AD, **2024.**

_____

NOTARY PUBLIC

STOP*

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

_____ 1. BID SECURITY

_____ 2. FLASH DRIVE

_____ 3. BID PROPOSAL

_____ 4. ALL AFFIDAVITS, SIGNED & NOTARIZED

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

***(FOR CONSTRUCTION CONTRACTS ONLY)**

AGREEMENT

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

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

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

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

IN WITNESS WHEREOF**,** the City and the Contractor, by their duly authorized representatives have hereunto set their hands this_____day of_____, 202_.

CITY OF JOLIET,
an Illinois Municipal Corporation,

By:_____
Beth Beatty
City Manager

Attest:_____
Christa M. Desiderio
City Clerk

Approved as to form:

_____
Christopher Regis
Interim Corporation Counsel

Print name of Contractor:_____

By:_____

Print Name: _____

Title: _____